Regular, 12/13/2022 10:30:00 AM

BE IT REMEMBERED that on December 13, 2022, there was begun and holden a REGULAR session of the Commissioners Court of Jefferson County, Texas, with the following members and officers present and participating except those absent as indicated:

Honorable Jeff Branick, County Judge

Commissioner Vernon Pierce, Commissioner Pct. No. 1

Commissioner Darrell Bush, Commissioner Pct. No. 2

Commissioner Michael Sinegal, Commissioner Pct. No. 3

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

Honorable Zena Stephens, Sheriff

Honorable Laurie Leister, County Clerk

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

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

NOTICE OF MEETING AND AGENDA OF COMMISSIONERS' COURT OF JEFFERSON COUNTY, TEXAS December 13, 2022

Notice is hereby given that the Commissioners' Court of Jefferson County, Texas, will meet at **10:30 AM,** on the **13th** day of **December 2022** at its regular meeting place in the Commissioners' Courtroom, 4th Floor, Jefferson County Courthouse, 1149 Pearl Street, Beaumont, Texas.

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

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

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

10:15am WORKSHOP - Engineering to present information regarding lighting at Keith Lake boat launch and parking lot area.

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 time for public comments at the end of the meeting. If you
would like to speak at that time, please be on the phone call. The Court will allow public comments related to items on the agenda that day at the end of the meeting as time allows.

Please be mindful that the audio portion of this meeting will be of better quality from the website.

INVOCATION: Vernon Pierce, Commissioner, Precinct One

PLEDGE OF ALLEGIANCE: Darrell Bush, Commissioner, Precinct Two

PURCHASING:

(a). Consider and approve specifications for Invitation for Bid (IFB 22-053/MR) Term Contract for Generator Inspections, Routine Maintenance and Service for Jefferson County, Pursuant to Chapter 262, Texas Local Government Code, the County Purchasing Act and 2 CFR Sections 200.318-326.

SEE ATTACHMENTS ON PAGES 14 - 79

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

(b). Consider and approve specifications for Request for Proposals (RFP 22-076/MR) Development Proposal for Multi-Sports Training Facility located at Ford Park.

SEE ATTACHMENTS ON PAGES 80 - 148

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

(c). Consider and approve award, execute, receive and file contract for (RFQ 22-044/MR) Elevation Certificates for Flood Pre-Mitigation Pursuant to Chapter 262, Texas Local Government Code, the County Purchasing Act and 2 CFR Sections 200.318-326 with Fittz & Shipman, Access Surveyors LLC, and LJA Surveying Inc.

SEE ATTACHMENTS ON PAGES 149 - 568

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

(d). Consider and approve award, execute, receive and file contract for (RFQ 22-047/MR) Contractor Qualifications for Residential Home Elevations for HMA, TWDB and BRIC Disaster Funding Recipients Pursuant to Chapter 262, Texas Local Government Code, the County Purchasing Act and 2 CFR Sections 200.318-326 with Brizo Construction, Excello Homes, and Arkitektura Development.

SEE ATTACHMENTS ON PAGES 569 - 1037

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

(e).Consider and approve award, execute, receive and file contract for (RFQ 22-050/MR) Structural Integrity Independent Inspection Services for Flood Mitigation Home Elevation Pursuant to Chapter 262, Texas Local Government Code, the County Purchasing Act and 2 CFR Sections 200.318-326 with Fittz & Shipman, Sigma Engineers Inc., and Comal Engineering.

SEE ATTACHMENTS ON PAGES 1038 - 1371

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

(f).Consider and approve renewal for (IFB 19-062/YS) Term Contract for Inmate Shoes for Jefferson County for a second one (1) year renewal with Bob Barker Company, Inc. from January 4, 2023 to January 3, 2024.

NO ATTACHMENTS

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

(g).Discuss and possibly approve the Purchasing Agent to enter into contract negotiations for Request for Proposal (RFP 22-055/MR) Third Party Administration, Cost Containment and/or Network Program for Jefferson County.

NO ATTACHMENTS

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

(h).Consider and approve a contract amendment for (IFB 19-040/YS) Term Contract for Road Building Materials for Jefferson County. This amendment will assign the continuation of services by LD Construction under this term contract to Texas Material Group, Inc. DBA Gulf Coast, a CRH Company, as this business has entered into an asset purchase agreement with LD Construction.

SEE ATTACHMENTS ON PAGES 1372 - 1372

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

COUNTY AUDITOR:

(a).Consider and approve expenditure by the Road & Bridge Pct. 2 in accordance with order pursuant to section 130.908 of Texas Local Government Code. Purchase of about 6.3 miles of road striping in the amount of $20,982.

SEE ATTACHMENTS ON PAGES 1373 - 1373

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

(b).Consider and approve expenditure by the County Clerk in accordance with order pursuant to section 130.908 of Texas Local Government Code. Purchase of replacement stamps for incoming official in the amount of $1,621.

SEE ATTACHMENTS ON PAGES 1374 - 1374

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

(c).Consider and approve FY 2023 budget transfer - Road & Bridge Pct. 2 - additional cost for striping.

SEE ATTACHMENTS ON PAGES 1375 - 1375

112-0202-431-3003	ASPHALT OIL		$3,500.00
112-0202-431-3069	ROAD MARKERS, SIGNS, ETC.	$3,500.00	

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

(d).Regular County Bills – check #501468 through check #501729.

SEE ATTACHMENTS ON PAGES 1376 - 1385

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

COUNTY COMMISSIONERS:

(a).Consider and possibly approve the reappointment of JCESD No.3 Commissioners, Mike Doguet, Place 1, and Bryan Phelps, Place 3, whose current terms are set to expire December 31, 2022. (These are appointments of Commissioner Pierce.)

NO ATTACHMENTS

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

(b).Consider and possibly approve the reappointment of JCESD No.4 Commissioners, Charlie Reneau, Place 2, and Sandra Melton, Place 4, whose current terms are set to expire December 31, 2022. (These are appointments of Judge Branick and Commissioner Bush respectively.)

NO ATTACHMENTS

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

(c). Clerk's Notes - See Agenda Item "C" Below.

(d).Consider and possibly approve a resolution for Mike White

SEE ATTACHMENTS ON PAGES 1386 - 1386

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

(e).Consider and possibly approve the appointment of Robert Grimm as the Jefferson County Emergency Management Coordinator to replace Mike White, retiring, to be effective at 12:01a.m., January 1, 2023, pursuant to Government Code Sec. 418.1015 (c).

NO ATTACHMENTS

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

(c).Receive and file Certificate of Completion for Commissioner Everette Alfred. Commissioner Alfred has successfully completed the continuing education provisions of Article 81.0025 of the Texas Local Government Code 2022.

SEE ATTACHMENTS ON PAGES 1387 - 1387

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

(f).Consider, possibly approve, authorize the County Judge to execute, receive and file a Specialty Warranty Deed from Jefferson County to Lamar State College-Port Arthur for .3789 acres of land pursuant to Sec. 272.001(j), Texas Local Government Code.

SEE ATTACHMENTS ON PAGES 1388 - 1390 AND 1448 - 1451

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

ADDENDUMS:

(g).Consider, possibly approve, authorize the County Judge to execute, receive and file Letter of Amendment for the Interlocal Cooperation Agreement Between Jefferson County and Liberty County and Southwestern Correctional LLC, doing business as LaSalle Corrections, for housing of inmates in the Jefferson County downtown jail pursuant to Texas Government Code Chapter 791.

SEE ATTACHMENTS ON PAGES 1391 - 1391

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

TAX OFFICE:

(a). Consider and approve property tax refund to Creative Learning Center in the amount of $7,369.64 in accordance with Property Tax Code 31.11.

SEE ATTACHMENTS ON PAGES 1392 - 1402

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

ENGINEERING DEPARTMENT:

(a). Consider and possibly approve a Replat of Lots 6, 7, 22 & 23 Theo. F. Koch Subdivision, Vol. 2, Page 113 J.C.M.R. into Lots 1A - 4A, Part of the T. & N.O. RY. Survey, Section No. 138, Jefferson County Texas. Property is located off of Wise Road and McCall Road in Precinct #3. This plat is not within any ETJ and has met all of Jefferson Counties platting requirements.

SEE ATTACHMENTS ON PAGES 1403 - 1403

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

(b). Consider and possibly approve a Plat of Triplex Lakes, 55.53 Acres out of and a part of the T&NO RR Survey, Section No. 3, A-258, Jefferson County, Texas. The property lies between South Garden Drive and Viterbo Road in Precinct No. 2. This Plat is not located in any ETJ and has met all of Jefferson County's platting requirements.

SEE ATTACHMENTS ON PAGES 1404 - 1404

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

(c).Consider and approve, execute, receive and file Corp of Engineer's (COE) "Right of Entry for Survey and Exploration" documents for various County properties related to the COE Sabine Pass to Galveston Bay (S2G) flood mitigation project. The Jefferson County properties identified in the Right of Entry Documents include the Veterans Memorial Park on Hwy 87, the DPS office in Port Arthur, the Adult Probation/Health Department Office in Port Arthur and various parcels on the Jefferson County Airport property. All documents have been reviewed by the Precincts, Airport Management and Legal Counsel.

SEE ATTACHMENTS ON PAGES 1405 - 1440

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

HISTORICAL COMMISSION:

(a).Consider and possibly approve the appointment of Matt Reeves, a resident of Precincts No. 2, as an appointment of Commissioner Bush to the Jefferson County Historical Commission.

NO ATTACHMENTS

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

HUMAN RESOURCES:

(a).Consider and approve the downgrade of the Associate Judge position in the Court Master department to a Magistrate position with an annual salary of $90,000, car allowance of $600/month, and cell phone allowance of $75 per month to be effective January 1, 2023. The new position will continue to be unclassified and exempt from overtime. This downgrade will have an annual savings of approximately $40,000, including benefits. Clerk's Notes: Sinegal Amended the motion to change the salary to $95,000.00. Bush Seconded. All Approved.

NO ATTACHMENTS

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

(b).Consider and approve the hiring of Marcus DeRouen for the Magistrate position in the Court Master department effective January 1, 2023.

NO ATTACHMENTS

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

JUVENILE PROBATION DEPARTMENT:

(a). Consider and possibly approve a a resolution for Jimmie Lynn Bierhalter

SEE ATTACHMENTS ON PAGES 1441 - 1441

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

PUBLIC HEALTH:

(a).Consider, possibly approve and authorize the County Judge to execute the standard Affiliation Agreement between Jefferson County and Lamar Institute of Technology for training of clinical affiliate students.

SEE ATTACHMENTS ON PAGES 1442 - 1447

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

RISK MANAGEMENT:

(a).Consider and possibly approve self-insuring for any loss, that would be covered under the Public Official's Bond, for Justin R. Chesson, Justice of the Peace, Precinct 4.

NO ATTACHMENTS

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

OTHER BUSINESS:

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

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

_____

Jeff R. Branick
County Judge

Regular, December 13, 2022

There being no further business to come before the Court at this time, same is now here adjourned on this date, December 13, 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 Invitation for Bids

December 13, 2022

Notice is hereby given that sealed bids will be accepted by the Jefferson County Purchasing Department for Invitation for Bid **(IFB 22-053/MR) Term Contract for Generator Inspections, Routine Maintenance and Service for Jefferson County, Pursuant to Chapter 262, Texas Local Government Code, the County Purchasing Act and 2 CFR Sections 200.318-326.** Specifications for this project may be obtained from the Jefferson County website, https://www.co.jefferson.tx.us/Purchasing/ or by calling 409-835-8593.

Bids are to be sealed and addressed to the Purchasing Agent with the bid number and name marked on the outside of the envelope or box. Bidders shall forward an original and three (3) copies of their bid to the address shown below. Jefferson County does not accept bids submitted electronically. Late bids will be rejected as non-responsive. Bids will be publicly opened and read aloud in the Jefferson County Engineering Department Conference Room (5th Floor, Historic Courthouse) 1149 Pearl Street, Beaumont, Texas 77701, at the time and date below. Bidders are invited to attend the sealed bid opening.

BID NAME:	**Term Contract for Generator Inspections, Routine Maintenance and Service for Jefferson County, Pursuant to Chapter 262, Texas Local Government Code, the County Purchasing Act and 2 CFR Sections 200.318-326**
BID NUMBER:	**IFB 22-053/MR**
DUE BY TIME/DATE:	**11:00 AM CT, Wednesday, January 18, 2023**
MAIL OR DELIVER TO:	**Jefferson County Purchasing Department** **1149 Pearl Street, 1st Floor** **Beaumont, Texas 77701**

Any questions relating to these bid requirements should be directed to Mistey Reeves, Assistant Purchasing Agent, at 409-835-8593 or via email at: mistey.reeves@jeffcotx.us. If no response in 72 hours, contact Deborah Clark, Purchasing Agent, at 409-835-8593 or via email at deb.clark@jeffcotx.us.

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

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

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

Deborah Clark

Deborah L. Clark, Purchasing Agent
Jefferson County, Texas

PUBLISH:
Beaumont Enterprise & Port Arthur News:
December 13th & 21st, 2022
Examiner: **December 14, 2022**

TABLE OF CONTENTS

TABLE OF CONTENTS 1
SECTION 1: GENERAL CONDITIONS OF BIDDING AND TERMS OF CONTRACT 2
SECTION 2: FEMA MANDATED CONTRACT PROVISIONS 12
BYRD ANTI-LOBBYING CERTIFICATION FORM 27
DEBARMENT/SUSPENSION CERTIFICATION 28
CIVIL RIGHTS COMPLIANCE PROVISIONS 29
SECTION 3: SPECIAL REQUIREMENTS/BID SUBMISSION REQUIREMENTS 31
SYSTEM FOR AWARD MANAGEMENT (SAM) REGISTRATION PROOF (INSERTION PAGE) 34
SAMPLE FORM 1295 36
FORM 1295 (INSERTION PAGE) 37
SECTION 3: CONTINUIED 38
CERTIFICATE OF INSURANCE (COI) PROOF (INSERTION PAGE) 41
BIDDER INFORMATION FORM 42
SECTION 4: MINIMUM SPECIFICATIONS 43
OFFER TO CONTRACT FORM 48
ACCEPTANCE OF OFFER FORM 49
BID FORM 50
VENDOR REFERENCES 51
SIGNATURE PAGE 52
CERTIFICATION REGARDING LOBBYING 53
CONFLICT OF INTEREST QUESTIONAIRE 54
LOCAL GOVERNMENT OFFICER: CONFLICT DISCLOSURE STATEMENT FORM (OFFICE USE ONLY) 55
GOOD FAITH EFFORT DETERMINATION CHECKLIST 56
NOTICE OF INTENT 57
HUB SUBCONTRACTING PARTICIPATION DECLARATION FORM 58
RESIDENCE CERTIFICATION/TAX FORM 62
HOUSE BILL 89 VERIFICATION 63
SENATE BILL 252 CERTIFICATION 64
BID AFFIDAVIT 65

BID SUBMISSIONS:

One (1) Original and three (3) Bid Copies; with all copies to include a Completed Copy of this specifications packet, in its entirety.

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

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

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

SECTION 1: GENERAL CONDITIONS OF BIDDING AND TERMS OF CONTRACT

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

1. BIDDING.

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

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

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

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

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

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

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

1.8 ALTERNATES.
The Invitation for Bid and/or specifications may expressly allow Bidder to submit an alternate bid. Presence of such

an offer shall not be considered an indication of non-responsiveness.

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

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

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

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

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

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

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

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

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

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

1.18 RESPONSIVENESS.
A responsive bid shall substantially conform to the requirements of this Invitation to Bid and/or specifications

contained herein. Bidders who substitute any other terms, conditions, specifications and/or requirements or who qualify their bids in such a manner as to nullify or limit their liability to the contracting entity shall have their bids deemed non-responsive. Also, bids containing any clause that would limit contracting authority shall be considered non-responsive. Examples of non-responsive bids include but shall not be limited to: a) bids that fail to conform to required delivery schedules as set forth in the bid request; b) bids with prices qualified in such a manner that the bid price cannot be determined, such as with vague wording that may include "price in effect at the time of delivery," and c) bids made contingent upon award of other bids currently under consideration.

1.19 RESPONSIBLE STANDING OF BIDDER.

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

1.20 CONFIDENTIAL/PROPRIETARY INFORMATION.

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

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

1.21 PUBLIC BID OPENING.

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

2. PERFORMANCE.

2.1 DESIGN, STRENGTH, AND QUALITY.

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

2.2 AGE AND MANUFACTURE.

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

2.3 DELIVERY LOCATION.

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

2.4 DELIVERY SCHEDULE.

Delivery time may be an important consideration in the evaluation of best value. The maximum number of days

necessary for delivery ARO shall be stated in the space, if provided, on the bid form.

2.5 DELIVERY CHARGES.

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

2.6 INSTALLATION CHARGES.

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

2.7 OPERATING INSTRUCTIONS AND TRAINING.

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

2.8 STORAGE.

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

2.9 COMPLIANCE WITH FEDERAL, STATE, COUNTY, AND LOCAL LAWS.

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

2.10 OSHA.

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

2.11 PATENTS AND COPYRIGHTS.

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

2.12 SAMPLES, DEMONSTRATIONS, AND TESTING.

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

2.13 ACCEPTABILITY.

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

2.14 MAINTENANCE.
Maintenance required for equipment bid should be available in Jefferson County by a manufacturer authorized maintenance facility. Cost for this service shall be shown on the bid sheet as requested or on a separate sheet, as required. If Jefferson County opts to include maintenance, it shall be so stated in the purchase order and said cost will be included. Service will commence only upon expiration of applicable warranties and should be priced accordingly.

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

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

3. PURCHASE ORDERS AND PAYMENT.

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

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

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

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

4. CONTRACT.

4.1 CONTRACT DEFINITION.

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

4.2 CHANGE ORDER.

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

4.3 PRICE RE-DETERIMINATION.

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

4.4 TERMINATION.

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

4.5 CONFLICT OF INTEREST.

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

4.6 INTEREST BY PUBLIC OFFICIALS.

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

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

The Jefferson County Purchasing Department 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 IFB process without the express permission from the Jefferson County Purchasing Agent. The Purchasing Agent will disqualify any vendor who has made site visits, contacted Jefferson County personnel, or distributed any literature without authorization from the Jefferson County Purchasing Department.**

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

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

4.8 INJURIES OR DAMAGES RESULTING FROM NEGLIGENCE.

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

4.9 WARRANTY.

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

4.10 UNIFORM COMMERCIAL CODE.

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

4.11 VENUE.

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

4.12 SALE, ASSIGNMENT, OR TRANSFER OF CONTRACT.

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

4.13 SILENCE OF SPECIFICATIONS.

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

5. REJECTION OR WITHDRAWAL.

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

6. EMERGENCY/DECLARED DISASTER REQUIREMENTS.

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

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

7. AWARD.

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

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

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

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

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

8. CONTRACT.

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

9. WAIVER OF SUBROGATION.

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

10. FISCAL FUNDING.

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

11. BID RESULTS.

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

12. CHANGES AND ADDENDA TO BID DOCUMENTS.

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

13. SPECIFICATIONS.

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

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

14. DELIVERY.

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

15. INTERPRETATION OF BID AN/OR CONTRACT DOCUMENTS.

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

16. CURRENCY.

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

17. PRICING.

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

18. NOTICE TO PROCEED/PURCHASE ORDER.

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

19. CERTIFICATION.

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

- The submission of the offer did not involve collusion or other anti-competitive practices.
- The Bidder has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to any public servant in connection with the submitted offer.
- The Bidder hereby certifies that the individual signing the bid is an authorized agent for the Bidder and has the authority to bind the Bidder to the contract.

20. DEFINITIONS.

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

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

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

REMEDIES

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

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

TERMINATION FOR CAUSE AND CONVENIENCE

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

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

EQUAL EMPLOYMENT OPPORTUNITY

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

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

1. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:
Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this non-discrimination clause.

2. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

3. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

4. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor

union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

6. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

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

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

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

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

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

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

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

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

1. ***Minimum wages.***

i. All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 193 7 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage dete1mination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

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

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

1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

2) The classification is utilized in the area by the construction industry; and

3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

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

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

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

i. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

ii. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided,* That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. ***Withholding.***

The Federal Agency and/or Client shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 193 7 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the (Agency) may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

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

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

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

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

1) That the payroll for the payroll period contains the information required to be provided under §5.5 (a) (3) (ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a) (3) (i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

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

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

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

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

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

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

ii. ***Trainees.*** Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor

will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

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

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

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

6. ***Subcontracts***.

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

7. ***Contract termination: debarment***.

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

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

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

9. ***Breach.***

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

10. ***Disputes concerning labor standards.***

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

11. ***Certification of eligibility.***

1) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis Bacon Act or 29 CFR 5.12(a)(l).

2) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(l).

3) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

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

1) **Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-

half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2) **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of $27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

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

4) **Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT

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

(a) Definitions

(1) *Invention* means any invention or discovery which is or may be patentable or otherwise protectable under Title 35 of the United States Code, or any novel variety of *et seq.).*

(2) *Subject invention* means any invention of the *contractor* conceived or first actually reduced to practice in the performance of work under this *contract,* provided that in the case of a variety of plant, the date of determination (as defined in section 41(d) of the Plant Variety Protection Act, 7 U.S.C. 240l (d)) must also occur during the period of *contract* performance.

(3) *Practical Application* means to manufacture in the case of a composition or product, to practice in the case of a process or method, or to operate in the case of a machine or system; and, in each case, under such conditions as to establish that the invention is being utilized and that its benefits are, to the extent permitted by law or government regulations, available to the public on reasonable terms.

(4) *Made* when used in relation to any invention means the conception or first actual reduction to practice of such invention.

(5) *Small Business Firm* means a small business concern as defined at section 2 of Pub. L. 85-536 (15 U.S.C. 632) and implementing regulations of the Administrator of the Small Business Administration. For the purpose of this clause, the size standards for small business concerns involved in government procurement and subcontracting at 13 CFR 121.3-8 and 13 CFR 121.3- 12, respectively, will be used.

(6) *Nonprofit Organization* means a university or other institution of higher education or an organization of the type described in section 501 (c) {3) of the Internal Revenue Code of 1954 (26 U.S.C.

501(c) and exempt from taxation under section 501(a) of the Internal Revenue Code (25 U.S.C. 501(a)) or any nonprofit scientific or educational organization qualified under a state nonprofit organization statute.

(b) Allocation of Principal Rights

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

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

(1) The *contractor* will disclose each subject invention to the *Federal Agency* within two months after the inventor discloses it in writing to *contractor* personnel responsible for patent matters. The disclosure to the agency shall be in the form of a written report and shall identify the *contract* under which the invention was made and the inventor(s). It shall be sufficiently complete in technical detail to convey a clear understanding to the extent known at the time of the disclosure, of the nature, purpose, operation, and the physical, chemical, biological or electrical characteristics of the invention. The disclosure shall also identify any publication, on sale or public use of the invention and whether a manuscript describing the invention has been submitted for publication and, if so, whether it has been accepted for publication at the time of disclosure. In addition, after disclosure to the *agency,* the *Contractor* will promptly notify the *agency* of the acceptance of any manuscript describing the invention for publication or of any on sale or public use planned by the *contractor.*

(2) The *Contractor* will elect in writing whether or not to retain title to any such invention by notifying the *Federal agency* within two years of disclosure to the *Federal agency.* However, in any case where publication, on sale or public use has initiated the one-year statutory period wherein valid patent protection can still be obtained in the United States, the period for election of title may be shortened by the *agency* to a date that is no more than 60 days prior to the end of the statutory period.

(3) The *contractor* will file its initial patent application on a subject invention to which it elects to retain title within one year after election of title or, if earlier, prior to the end of any statutory period wherein valid patent protection can be obtained in the United States after a publication, on sale, or public use. The *contractor* will file patent applications in additional countries or international patent offices within either ten months of the corresponding initial patent application or six months from the date permission is granted by the Commissioner of Patents and Trademarks to file foreign patent applications where such filing has been prohibited by a Secrecy Order.

(4) Requests for extension of the time for disclosure, election, and filing under subparagraphs (1), (2), and (3) may, at the discretion of the *agency,* be granted.

(d) Conditions When the Government May Obtain Title

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

(1) If the *contractor* fails to disclose or elect title to the subject invention within the times specified in (c), above, or elects not to retain title; provided that the *agency* may only request title within 60 days after learning of the failure of the *contractor* to disclose or elect within the specified times.

(2) In those countries in which the *contractor* fails to file patent applications within the times specified in (c) above; provided, however, that if the *contractor* has filed a patent application in a country after the times specified in (c) above, but prior to its receipt of the written request of the *Federal agency,* the *contractor* shall continue to retain title in that country.

(3) In any country in which the *contractor* decides not to continue the prosecution of any application for, to pay the maintenance fees on, or defend in reexamination or opposition proceeding on, a patent on a subject invention.

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

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

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

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

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

(1) The *contractor* agrees to execute or to have executed and promptly deliver to the *Federal agency* all instruments necessary to

(i) establish or confirm the rights the Government has throughout the world in those subject inventions to which the *contractor* elects to retain title, and

(ii) convey title to the *Federal agency* when requested under paragraph (d) above and to enable the government to obtain patent protection throughout the world in that subject invention.

(2) The *contractor* agrees to require, by written agreement, its employees, other than clerical and nontechnical employees, to disclose promptly in writing to personnel identified as responsible for the administration of patent matters and in a format suggested by the *contractor* each subject invention made under *contract* in order that the *contractor* can comply with the disclosure provisions of paragraph (c), above, and to execute all papers necessary to file patent applications on subject inventions and to establish the government's rights in the subject inventions. This disclosure format should require, as a minimum, the information required by (c) (l), above. The *contractor* shall instruct such employees through employee agreements or other suitable educational programs on the importance of reporting inventions in sufficient time to permit the filing of patent applications prior to U.S. or foreign statutory bars.

(3) The *contractor* will notify the *Federal agency* of any decisions not to continue the prosecution of a patent application, pay maintenance fees, or defend in a reexamination or opposition proceeding on a patent, in any country, not less than thirty days before the expiration of the response period required by the relevant patent office.

(4) The *contractor* agrees to include, within the specification of any United States patent applications and any patent issuing thereon covering a subject invention, the following statement, "This invention was made with government support under (identify the *contract)* awarded by (identify the Federal agency).

The government has certain rights in the invention."

(g) Subcontracts

(1) The *contractor* will include this clause, suitably modified to identify the parties, in all subcontracts, regardless of tier, for experimental, developmental or research work. The subcontractor will retain all rights provided for the *contractor* in this clause, and the *contractor* will not, as part of the consideration for awarding the subcontract, obtain rights in the subcontractor's subject inventions.

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

(h) Reporting on Utilization of Subject Inventions

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

(i) Preference for United States Industry

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

(j) March-in Rights

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

(1) Such action is necessary because the *contractor* or assignee has not taken or is not expected to take within a reasonable time, effective steps to achieve practical application of the subject invention in such field of use.

(2) Such action is necessary to alleviate health or safety needs which are not reasonably satisfied by the *contractor,* assignee or their licensees;

(3) Such action is necessary to meet requirements for public use specified by Federal regulations and such requirements are not reasonably satisfied by the *contractor,* assignee or licensees; or

(4) Such action is necessary because the agreement required by paragraph (i) of this clause has not been obtained or waived or because a licensee of the exclusive right to use or sell any subject invention in the United States is in breach of such agreement.

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

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

(1) Rights to a subject invention in the United States may not be assigned without the approval of the *Federal agency,* except where such assignment is made to an organization which has as one of its primary functions the management of inventions, provided that such assignee will be subject to the same provisions as the *contractor;*

(2) The *contractor* will share royalties collected on a subject invention with the inventor, including Federal employee co-inventors (when the agency deems it appropriate) when the subject invention is assigned in accordance with 35 U.S.C. 202(e) and 37 CFR 401.10;

(3) The balance of any royalties or income earned by the *contractor* with respect to subject inventions, after payment of expenses (including payments to inventors) incidental to the administration of subject inventions, will be utilized for the support of scientific research or education; and

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

(l) Communication

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

_____

_____

_____

_____

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

CLEAN AIR ACT

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

(m) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

(n) The contractor agrees to report each violation to the (name of applicant entering into the contract) and understands and agrees that the (name of the applicant entering into the contract) will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(o) The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

FEDERAL WATER POLLUTION CONTROL ACT

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

(1) The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

(2) The contractor agrees to report each violation to the (name of the applicant entering into the contract) and understands and agrees that the (name of the applicant entering into the contract) will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

DEBARMENT AND SUSPENSION ***Contractor must complete enclosed certification***

(1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by Client. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to (insert name of recipient/subrecipient/applicant), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

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

BYRD ANTI-LOBBYING AMENDMENT

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

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

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

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) Contractor will include language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of $150,000.00 shall certify and disclose accordingly.

PROCUREMENT OF RECOVERED MATERIALS

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

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

(1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA designated items unless the product cannot be acquired:

   a) Competitively within a timeframe providing for compliance with the contract performance schedule;

   b) Meeting contract performance requirements; or

   c) At a reasonable price.

(2) Information about this requirement is available at EPA's Comprehensive Procurement Guidelines website, http://www.epa.gov/cpg/.

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

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

ACCESS TO RECORDS

The following access to records requirements apply to this contract:

(1) The Contractor agrees to provide the Client, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

(2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

(4) In compliance with the Disaster Recovery Act of 2018, the Client and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

CHANGES

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

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

DHS SEAL, LOGO, AND FLAGS

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

COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS

This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The

contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

NO OBLIGATION BY FEDERAL GOVERNMENT

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

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

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

PROHIBITION ON CONTRACTING FOR COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES

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

DOMESTIC PREFERENCES FOR PROCUREMENTS

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

AFFIRMATIVE SOCIOECONOMIC STEPS

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

COPYRIGHT AND DATA RIGHTS

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

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

BYRD ANTI-LOBBYING CERTIFICATION

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

1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

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

_____

Signature of Contractor's Authorized Official

_____

Name and Title of Contractor's Authorized Official

_____

Date

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

DEBARMENT/SUSPENSION CERTIFICATION

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

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

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

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

_____

Signature of Contractor's Authorized Official

_____

Name and Title of Contractor's Authorized Official

_____

Date

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

CIVIL RIGHTS COMPLIANCE PROVISIONS

1. EQUAL EMPLOYMENT OPPORTUNITY (Equal Opportunity Clause)

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

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

1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

   Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

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

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

CIVIL RIGHTS COMPLIANCE PROVISIONS (CONTINUED)

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

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

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

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

_____

Signature of Contractor's Authorized Official

_____

Name and Title of Contractor's Authorized Official

_____

Date

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

SECTION 3: SPECIAL REQUIREMENTS/BID SUBMISSION INSTRUCTIONS

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

1. SUBMISSION OF BID.

Bidder is Responsible for Submitting:

One (1) Original and three (3) Bid Copies; with all copies to include a Completed Copy of this specifications packet, in its entirety.

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

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

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

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

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

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

All submissions must be received by 11:00 am CT, Wednesday, January 18, 2023.

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

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

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

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

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

COURTHOUSE SECURITY: All visitors to the Courthouse must pass through Security. Respondents planning to hand deliver proposals must allow time to get through Security, as a delay in entering the Courthouse will not be accepted as an excuse for late submittal. Mondays and Tuesdays are particularly heavy days.
In response to the Covid-19 pandemic, Jefferson County has implemented precautionary measures as currently recommended by the CDC within its facilities. Bidders are strongly urged to plan accordingly.

COUNTY HOLIDAYS (2022):

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

COUNTY HOLIDAYS (2023):

January 16, 2023	Martin Luther King, Jr. Day	Monday
February 20, 2023	President's Day	Monday
April 7, 2023	Good Friday	Friday
May 29, 2023	Memorial Day	Monday
July 4, 2023	Independence Day	Tuesday
September 4, 2023	Labor Day	Monday
November 10, 2023	Veteran's Day	Friday
November 23 & 24, 2023	Thanksgiving	Thursday & Friday
December 25 & 26, 2023	Christmas	Monday & Tuesday
January 1, 2024	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 IFB 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 IFB and urgent County requirements preclude amendment to the IFB, the time specified for receipt of Statements of Qualifications will be deemed to be extended to the same time of day specified in the solicitation on the first business day on which normal County processes resume.

2. PRE-BID MEETING AND WALK-THROUGH.
Due to the nature of this Bid, a Pre-Bid Conference will not be held for this project.

3. QUESTIONS/DEADLINE FOR QUESTIONS.

Questions may be emailed to **Mistey Reeves, ASSISTANT PURCHASING AGENT** at: mistey.reeves@jeffcotx.us. If no response within 72 hours, contact **Deborah Clark, PURCHASING AGENT** at: deb.clark@jeffcotx.us.
The Deadline for asking questions or requesting additional information (in writing) is 5:00 pm, CT, January 10, 2023.

4. VENDOR REGISTRATION (System for Award Management).

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

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

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

<u>BIDDER</u>: INSERT PROOF OF SYSTEM FOR AWARD MANAGEMENT (SAM) BEHIND THIS PAGE.

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

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

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

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

A sample of a completed FORM 1295 is included on **PAGE** 36.

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

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

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

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

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

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

A completed Form 1295 is not required for:
- a sponsored research contract of an institution of higher education
- an interagency contract of a state agency or an institution of higher education
- a contract related to health and human services if: the value of the contract cannot be determined at the time the contract is executed; and any qualified vendor is eligible for the contract
- a contract with a publicly traded business entity, including a wholly owned subsidiary of the business entity
- a contract with an electric utility, as that term is defined by Section 31.002, Utilities Code
- a contract with a gas utility, as that term is defined by Section 121.001, Utilities Code

SAMPLE COMPLETED FORM 1295

CERTIFICATE OF INTERESTED PARTIES — FORM 1295

OFFICE USE ONLY

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

1 **Name of business entity filing form, and the city, state and country of the business entity's place of business.**

YOUR FIRM NAME HERE

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

**JEFFERSON COUNTY, TEXAS*

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

BID/CONTRACT/PO NUMBER GOES HERE

4 Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
		Controlling	Intermediary
NAME OF PERSON/PERSONS THAT OWN BUSINESS GOES HERE. MUST LIST ANY PERSON THAT DOES NOT WORK FOR THE COMPANY LISTED IN #1 THAT WILL PROFIT FROM THE BID/CONTRACT/PO			

5 **Check only if there is NO Interested Party.** ☐ **ONLY CHECK IF NO CONTROLLING OR INTERMEDIARY PARTY**

6 **UNSWORN DECLARATION** Vendor is to complete #6 - Unsworn Declaration

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

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

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

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

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

ADD ADDITIONAL PAGES AS NECESSARY

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

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

<u>BIDDER</u>: INSERT COMPLETED FORM 1295 BEHIND THIS PAGE.

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

6. MULTIPLE VENDOR AWARD.

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

7. DELIVERY.

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

8. PAYMENT.

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

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

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

9. USAGE REPORTS.

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

10. INSURANCE.

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

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

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

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

Minimum Insurance Requirements:

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

Property Insurance (policy below that is applicable to this project):
Improvements & Betterments Policy: Improvements/Remodeling (for Lease Tenants)
Builder's Risk Policy: Structural Coverage for Construction Projects
Installation Floater Policy: Improvements/Alterations to Existing Structure

Workers' Compensation Statutory Coverage (See Section 9 Below)

11. WORKERS' COMPENSATION INSURANCE

11.1 Definitions:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

<u>BIDDER</u>: INSERT COPY OF CERTIFICATE OF INSURANCE (COI) BEHIND THIS PAGE.

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

BIDDER INFORMATION FORM

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

Bid Number & Name: (IFB 22-053/MR) Term Contract for Generator Inspections, Routine Maintenance & Service for Jefferson County

Bidder's Company/Business Name: _____

Bidder's TAX ID Number: _____

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

Contact Person: _____ **Title:** _____

Phone Number (with area code): _____

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

Fax Number (with area code):_____

Email Address: _____

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

_____
Address

_____
City, State, Zip Code

REQUIRED FORM
<u>Bidder</u>: Please complete this form and include with bid submission.

SECTION 4: MINIMUM SPECIFICATIONS

The following requirements and specifications supersede General Bid Requirements where applicable. Any questions relating to bid submission or bid item specifications requirements should be directed to Mistey Reeves, Assistant Purchasing Agent at 409-835-8593 or via email at: mistey.reeves@jeffcotx.us. If no response in 72 hours, contact Deborah Clark, Purchasing Agent at 409-839-8593 or via email at: deb.clark@jeffcotx.us. Please reference Bid Number: IFB 22-053/MR.

SCOPE OF PROJECT

Jefferson County is soliciting bids for a licensed electrician vendor to perform inspections, preventative maintenance and service on generators located in various locations for Jefferson County. Vendor shall provide copy of electrical license and any other applicable license with proposal.

TERMS

Individual departments will call to schedule any inspection, preventive maintenance or service for their generator. No work is guaranteed for generators listed in this proposal.

The County reserves the right to change, add, or delete service and/or locations.

Service call agreements will be made on an "as needed" basis. Repair work, other than the initial service call, resulting from this agreement shall not begin without a Notice to Proceed or Purchase Order from the County to the Vendor.

The vendor shall only proceed with repairs after the estimate has been approved by the department requesting the repair and a notice to proceed or purchase order has been issued.

- A "not to exceed" amount and description work to be completed will be set at the time of the Notice to Proceed or Purchase Order agreed upon by both parties.

Awarded vendor shall furnish all labor, tools, transportation, equipment materials and supplies as required to complete the service request, to provide a working system, complete in all respects. All work shall be in compliance with Federal, State and Local Codes. All equipment or components be installed in accordance with manufacturer's recommendations.

Vendor shall repair any damage caused by the Vendor and its employees at no cost to the County.

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

INSPECTIONS

Vendor will provide semi-annual inspections for generators for Jefferson County upon the request of each department. These inspections shall include the following systems:

1. General Condition of Generator
    - Check generator area for obstructions
    - Wipe off unit
    - Clean oil, coolant, fuel & acid deposits
    - Check housing for leaks or corrosion
2. Starting System & Charging System
    - Visually inspect batteries for damage or leakage
    - Clean batteries with acid neutralizer
    - Clean & tighten all battery cable connections
    - Perform battery load test
    - Inspect battery charger for proper operation, loose terminals and deteriorated wiring
    - Starting motor – inspect electrical connections and wiring.
    - Air starter – inspect oil jar and feeder operation
    - Inspect alternator for proper operation, loose connections and mounting hardware
    - Check belts, pulley and voltage output
3. Engine Cooling System
    - Visually inspect radiator/heat exchanger for leaks, damage and debris
    - Check radiator/heat exchanger louver operation
    - Visually inspect coolant for correct levels and condition of coolant
    - Check coolant conditioner concentration and temperature protection
    - Check filler cap gasket and sealing surface
    - Visually inspect all hoses for deterioration
    - Check tightness of connections
    - Fan Drive Pulley & Fan – check for loose or worn pulleys, lube fan drive bearing
    - Check fan operation and clearance
    - Inspect fan belts for wear and/or deterioration. Check tension and adjust as needed
    - Inspect jacket water heater for proper operation
    - Inspect water pump visually and operationally for leaks and/or unusual noises
4. Engine Fuel System
    - Visually inspect fuel tank for leaks, damage and fuel level
    - Test day tank pump for proper operation
    - Inspect fuel condition for contaminants
    - Drain water from fuel tank of water separator
    - Visually inspect fuel lines for leaks and tightness of connections
    - Check line brackets
    - Inspect governor oil level
    - Inspect controls and linkage for proper operation. Add oil as necessary
    - Inspect fuel filters for damage, leaks and proper operation. Change when necessary
    - Fill Port Info – Special fittings, adapters needed, extra hose length, access to tank and other restrictions that may hamper fueling
5. Air Induction & Exhaust System
    - Air Filter Service Indicator – Note reading. Inspect for proper operation. Reset indicator.
    - Inspect air filter. Clean and/or replace as necessary

- Air Inlet System – Inspect piping and air filter housing for damage, loose connections and evidence of leaks
- Clean air filter housing if air filter is cleaned and replaced. Check housing seals and gaskets
- Inspect turbocharger for oil leakage or exhaust leakage. Check for unusual noises and proper operation
- Inspect exhaust manifold for damage, loose or missing hardware, and evidence of exhaust leakage and wet-stacking. Load bank recommendation if necessary
- Exhaust System – Inspect silencer and piping for damage, corrosion or leakage. Check rain cap
- Check supports for vibration damage and loose connections

6. Lube Oil System
    - Visually inspect for correct oil level and add when necessary, inspect for leaks
    - Note oil pressure
    - Operational and visual inspection of prelube pump
    - Inspect crankcase breather for proper operation. Check connections and inspect hose for deterioration. Note and report excessive blow by
7. Engine Monitors & Safety Controls (All PM Levels)
    - Check safety controls for loose connections and wiring deterioration
    - Check for proper operation of all safety controls and alarms
    - Remote Annunciator and Alarm – Inspect all panels and system alarms for proper functions
8. Ignition System (All PM Levels)
    - Check spark plug condition and electrode gap
    - Check spark plug wires for condition and connections for corrosion
    - Check ignition coils condition and connections for corrosion
9. Control Panels (All PM Levels)
    - Voltmeter – Operational check for correct reading. Check voltage level
    - Frequency Meter – Operational check for correct reading
    - Check alarm history
10. Generator Rear Bearings & Vibration Isolators
    - Lubricate generator rear bearing if applicable
    - Check vibration isolators for proper adjustment and condition
11. Transfer Switch (All PM Levels)
    - Check for leaks/corrosion on cabinets
    - Verify connections are tight on lugs
    - Check voltage across contacts
    - Lube as necessary
    - Verify exercise program
    - Functional test of unit
    - Verify time delays
    - Check for hot spots

Upon completion of the inspection, the vendor will ensure the generator is put back into stand-by mode.

Vendor will provide an inspection report within 15 days of the inspection to the department requesting the inspection that details the following:

1. Record of all findings of the inspections.
2. Record of any unsafe conditions.
3. Record of any corrective action taken.
4. Report recommendations for replacement of minor and major components.

PREVENTATIVE MAINTENANCE

Vendor will provide preventative maintenance for each generator upon the request of each department for Jefferson County as needed to maintain the proper functioning of the generators. This includes, but not limited to oil and filter changes.

Vendor will provide a report of all preventative maintenance performed on the generator to the department requesting the maintenance. Upon completion of preventative maintenance, the vendor will ensure the generator is put back into stand-by mode.

SERVICE CALLS

Vendor will provide service for generators when the generator is not functioning properly upon the request of each department or the Purchasing Department. Vendor will get approval from each department before replacing or ordering any parts for repair. Upon completion of service call, vendor will ensure the generator is put back into stand-by mode. This service will include calls 24 hours a day, 7 days a week. Vendor will also provide service during any man-made or natural disaster/emergency. Service calls in this agreement are made on an "as needed" basis as no repair work shall result from this agreement, other than the initial service call, without a written Notice to Proceed or Purchase Order from the County to the Vendor. A "not to exceed" amount and description of work to be completed will be set in the Notice to Proceed or Purchase Order agreed upon by both parties.

1. Non-Emergency Call-Out – Verbally respond to requests for non-emergency service to any generator within four (4) hours and be on site to perform repairs within forty-eight (48) hours after being contacted.
2. Emergency Call-Out – Verbally respond to requests for emergency service to any generator within one (1) hour and be on site to perform repairs within three (3) hours after being contacted.

GENERATOR LIST

This is the list of current generators located throughout Jefferson County that will need to be serviced and inspected. Generators may be added or removed upon the discretion of Jefferson County.

Department	Address	Output Rating	Inspection
Sabine Pass	5960 South 1st Street, Sabine Pass, TX 77655	150 KW	Yes
Courthouse	1149 Pearl St., Beaumont, TX 77701	2 MEG	Yes
JC Service Center	7789 Vitterbo Rd, Beaumont, TX 77705	40 KW	Yes
Pct. 1	20205 W. Hwy 90, China, TX 77613	200 KW	No

Department	Address	Output Rating	Inspection
Pct. 2	7759 Viterbo Rd, Beaumont, TX 77705	100 KW	No
Pct. 3	5700 Jade Ave., Pt. Arthur, TX 77640	60 KW	Yes
Pct. 4	7780 Boyt Rd., Beaumont, TX 77713	150 KW	No
Health & Welfare/Annex 1	1295 Pearl St., Beaumont, TX 77701	500 KW	Yes
Mosquito Control	8905 First St., Beaumont, TX 77705	80 KW	Yes
Narcotics/Sheriff Hanger	4640 Hanger Dr., Beaumont, TX 77705	100 KW	Yes
Pt. Arthur Courthouse	709 Lakeshore Dr., Pt. Arthur, TX 77640	250 KW	No
Correctional Facility	5030 Hwy 69 S, Beaumont, TX 77701	500 KW	Yes
Correctional Facility	5030 Hwy 69 S, Beaumont, TX 77701	400 KW	Yes
Radio Tower Hwy 73	118235 Hwy 73, Beaumont, TX 77705	60 KW	Yes
Radio Tower Hwy 90	1991 N. Meeker Rd, Beaumont, TX 77713	20 KW	Yes
Airport	5000 Jerry Ware Dr., Beaumont, TX 77705/ Gate 1	155 KW	Yes
Airport	5000 Jerry Ware Dr., Beaumont, TX 77705/ Jerry Ware Terminal	100 KW	Yes
Airport	5000 Jerry Ware Dr., Beaumont, TX 77705/ Firehouse	25 KW	Yes
Airport	5000 Jerry Ware Dr., Beaumont, TX 77705/ New Terminal	600 KW	Yes

OFFER AND ACCEPTANCE FORM
OFFER TO CONTRACT

To Jefferson County:

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

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

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

We acknowledge receipt of the following amendment(s): _____, _____, _____, _____.

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

	For clarification of this offer, contact:
Company Name	
Address	Name & Title
City State Zip	Phone Fax
Signature of Person Authorized to Sign	E-mail
Printed Name	
Title	

REQUIRED FORM
<u>Bidder</u>: Please complete this form and include with bid submission.

ACCEPTANCE OF OFFER

The Offer is hereby accepted for the following items: Contract Term: One (1) year from date of award with an option to renew for two (2) additional years.

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

This contract shall henceforth be referred to as Contract No. IFB 22-053/MR, Term Contract for Generator Inspections, Routine Maintenance & Service for Jefferson County. The Contractor has not been authorized to commence any billable work or to provide any material or service under this contract until Contractor receives a purchase order and/or a notice to proceed from the Jefferson County Purchasing Agent.

COUNTERSIGNED:

Jeff R. Branick
Jefferson County Judge

Date

ATTEST:

Roxanne Acosta Hellberg
Jefferson County Clerk

BID FORM

Item	Description	Labor Charge Per Hour
1	Electrician during working hours (Monday-Friday, 8:00 am to 5:00 pm)	$_____/hour
2	Helper accompanying Electrician during working hours (Monday-Friday, 8:00 am to 5:00 pm)	$_____/hour
3	Electrician during after-hours (Monday-Friday 5:00 pm – 8:00 am, and all day Saturday & Sunday)	$_____/hour
4	Helper accompanying Electrician during after-hours (Monday-Friday 5:00 pm – 8:00 am, and all day Saturday & Sunday)	$_____/hour
5	Electrician for services on Holidays	$_____/hour
6	Helper accompanying Electrician for services on Holidays	$_____/hour
7	Electrician for disaster relief service during mandatory/voluntary County evacuation (Monday-Friday, 8:00 am to 5:00 pm)	$_____/hour
8	Helper accompanying Electrician for disaster relief service during mandatory/voluntary County evacuation (Monday-Friday, 8:00 am to 5:00 pm)	$_____/hour
9	Electrician for emergency disaster relief service after-hours during mandatory/voluntary County evacuation (Monday-Friday 5:00 pm to 8:00 am)	$_____/hour
10	Helper accompanying Electrician for emergency disaster relief service after-hours during mandatory/voluntary County evacuation (Monday-Friday 5:00 pm to 8:00 am)	$_____/hour
11	Electrician for emergency disaster service relief during mandatory/voluntary County evacuation (Holidays)	$_____/hour
12	Helper accompanying Electrician for emergency disaster service during mandatory/ voluntary county evacuation (Holidays)	$_____/hour
13	Materials, supplies, and/or equipment furnished by contractor shall be billed at _____% markup. Jefferson County reserves the right to request copies of invoices made to contractor from supplier including freight charges.	_____%
14	Additional charges (Including, but no limited to service call charge, mileage charges, fuel surcharges, miscellaneous supply charges)	

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

VENDOR REFERENCES FORM

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

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

REFERENCE ONE

Government/Company Name: _____

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

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

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

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

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

REQUIRED FORM
<u>Bidder</u>: Please complete this form and include with bid submission.

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

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

_____

Signature of Contractor's Authorized Official

_____

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

_____

Date

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

CONFLICT OF INTEREST QUESTIONNAIRE

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

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

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

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. *See* Section 176.006(a-1), Local Government Code.

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

OFFICE USE ONLY

Date Received

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

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

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

_____
Name of Officer

This section (item 3 including subparts A, B, C, & D) must be completed for each officer with whom the vendor has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

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

☐ Yes ☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more?

☐ Yes ☐ No

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

4

_____ _____
Signature of vendor doing business with the governmental entity Date

Adopted 8/7/2015

REQUIRED FORM
<u>Bidder</u>: Please complete this form and include with bid submission.

LOCAL GOVERNMENT OFFICER
CONFLICTS DISCLOSURE STATEMENT – OFFICE USE ONLY

LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT

FORM CIS

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

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

OFFICE USE ONLY

Date Received

1 **Name of Local Government Officer**

2 **Office Held**

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

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

5 **List gifts accepted by the local government officer and any family member, if aggregate value of the gifts accepted from vendor named in item 3 exceeds $100 during the 12-month period described by Section 176.003(a)(2)(B).**

Date Gift Accepted _____ Description of Gift _____

Date Gift Accepted _____ Description of Gift _____

Date Gift Accepted _____ Description of Gift _____

(attach additional forms as necessary)

6 **AFFIDAVIT**

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

_____
Signature of Local Government Officer

AFFIX NOTARY STAMP / SEAL ABOVE

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

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

Adopted 8/7/2015

THIS FORM IS FOR OFFICE USE ONLY

GOOD FAITH EFFORT (GFE) DETERMINATION CHECKLIST

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

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

Did the Prime Contractor/Consultant . . .?

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

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

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

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

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

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

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

Printed Name of Authorized Representative

Signature

Title

Date

REQUIRED FORM
<u>Bidder</u>: Please complete this form and include with bid submission.

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

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

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

Contractor Name: _____ 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/Subconsultant Change Form" must be completed and faxed to 409-835-8456.

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

HISTORICALLY UNDERUTILIZED BUSINESS (HUB)
SUCONTRACTING PARTICIPATION DECLARATION FORM

PAGE 1 OF 4

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

Prime Contractor: _____ HUB: ☐ Yes ☐ No

HUB Status (Gender & Ethnicity): _____

Address: _____
Street City State Zip

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

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

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

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

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

FOR HUB OFFICE USE ONLY:

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

PART I. HUB SUBCONTRACTOR DISCLOSURE

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

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

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

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

HISTORICALLY UNDERUTILIZED BUSINESS (HUB)
SUBCONTRACTING PARTICIPATION DECLARATION FORM

HUB Subcontractor Disclosure

PART I: Continuation Sheet (Duplicate as Needed)

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

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

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

_____

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

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

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

_____

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

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

HISTORICALLY UNDERUTILIZED BUSINESS (HUB)
SUCONTRACTING PARTICIPATION DECLARATION FORM

PAGE 3 OF 4

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

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

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

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

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

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

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

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

REQUIRED FORM
<u>Bidder</u>: Please complete this form and include with bid submission.

HISTORICALLY UNDERUTILIZED BUSINESS (HUB)
SUBCONTRACTING PARTICIPATION DECLARATION FORM

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

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

Name (print or type): _____

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

RESIDENCE CERTIFICATION/TAX FORM

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

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

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

☐ I certify that _____ [company name] is a Resident Bidder of Texas as defined in Government Code §2252.001.

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

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

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

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

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

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

REQUIRED FORM
<u>Bidder</u>: Please complete this form and include with bid 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
Bidder: Please complete this form and include with bid submission.

SENATE BILL 252 CERTIFICATION

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

_____

Company Name

_____

IFB/RFP/RFQ number

Certification check performed by:

_____

Purchasing Representative

_____

Date

BID AFFIDAVIT

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

STATE OF_____ COUNTY OF_____

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

on this day personally appeared _____, who
(name)
after being by me duly sworn, did depose and say:

"I, _____ am a duly authorized officer of/agent
(name)
for _____ and have been duly authorized to execute the
(name of firm)
foregoing on behalf of the said_____.
(name of firm)

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

Name and address of Bidder:_____

_____

Fax: _____ Telephone#_____

by: _____ Title:_____
(print name)

Signature:_____

SUBSCRIBED AND SWORN to before me by the above-named

_____ on

this the _____ day of_____, 20___.

_____
Notary Public in and for
the State of _____

REQUIRED FORM
<u>Bidder</u>: Please complete this form and include with bid submission.

JEFFERSON COUNTY PURCHASING DEPARTMENT
Deborah L. Clark, Purchasing Agent

1149 Pearl Street
1st Floor, Beaumont, TX 77701

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

LEGAL NOTICE
Advertisement for Request for Proposal

December 13, 2022

Notice is hereby given that sealed proposals will be accepted by the Jefferson County Purchasing Department for Request for Proposals **(RFP 22-076/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 22-076/MR**
DUE DATE/TIME:	**11:00 AM CT, Wednesday, January 11, 2023**
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 mistey.reeves@jeffcotx.us. If no response in 72 hours, contact Deborah Clark, Purchasing Agent at 409-835-8593 or deb.clark@jeffcotx.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:
December 14th and December 21st, 2022
Examiner **December 15, 2022**

TABLE OF CONTENTS

TABLE OF CONTENTS 1

PROPOSAL SUBMITTAL CHECKLIST 3

SECTION 1. INTRODUCTION TO PROPOSERS AND GENERAL REQUIREMENTS 4
1.1 Vendor Instructions 4
1.2 Governing Law 4
1.3 Ambiguity, Conflict, or Other Errors in RFP 4
1.4 Notification of Most Current Address 4
1.5 Proposal Preparation Cost 4
1.6 Signature of Proposal 4
1.7 Economy of Presentation 5
1.8 Proposal Obligation 5
1.9 Incorporation by Reference and Precedence 5
1.10 Governing Forms 5
1.11 Implied Requirements 5
1.12 Compliance with RFP Specifications 5
1.13 Vendor Registration: SAM (System for Award Management) 5
1.14 FORM 1295 (Texas Ethics Commission) Requirement 5

SAMPLE OF COMPLETED FORM 1295 7
INSERTION PAGE (Completed FORM 1295) 8
INSERTION PAGE (SAM.gov registration) 9
1.15 Emergency/Declared Disaster Requirements 10
1.16 Evaluation 10
1.17 Withdrawal of Proposal 10
1.18 Minority-Women Business Enterprise Participation 10
1.19 Award 10
1.20 Ownership of Proposal 10
1.21 Disqualification of Proposal 10
1.22 Contractual Development 10
1.23 Assignment 10
1.24 Contract Obligation 10
1.25 Termination 10
1.26 Inspections 11
1.27 Testing 11
1.28 Loss, Damage, or Claim 11
1.29 Taxes 11
1.30 Non-Discrimination 11
1.31 Conflict of Interest 11
1.32 Confidentialality/Proprietary Information 12
1.33 Waiver of Subrogation 12
1.34 Acknowledgment of Insurance Requirements 12
1.35 Insurance Requirements 12
1.36 Workers Compensation Insurance 13
INSERTION PAGE (CERTIFICATE OF INSURANCE) 15

SECTION 2. FEMA MANDATED CONTRACT PROVISIONS 16

BYRD ANTI-LOBBYING CERTIFICATION FORM 31
DEBARMENT/SUSPENSION CERTIFICATION 32
CIVIL RIGHTS COMPLIANCE PROVISIONS 33

TABLE OF CONTENTS (CONTINUED)

SECTION 3. PROPOSAL SUBMISSION INSTRUCTIONS AND SPECIAL REQUIREMENTS 35
3.1 Submission of Proposal 35
3.2 Pre-Proposal Conference 37
3.3 Questions and Deadline for Question(s) Submission 37
3.4 Tentative Schedule of Events 38

SECTION 4. PROPOSAL FORMAT REQUIREMENTS 39
4.1 Introduction to Proposal Format Requirements 39
4.2 Organization of Proposal Contents 39
4.3 Transmittal Letter 39
4.4 Table of Contents 39
4.5 Executive Summary 40
4.6 Proposer Identifying Information 40
4.7 Proposer Personnel and Organization 40

SECTION 5. PROJECT OBJECTIVE AND SCOPE OF SERVICES 42

SECTION 6. PROPOSAL REQUIREMENTS 45
6.1 Objective 45
6.2 Proposer Experience 45
6.3 Type of Services Provided 45
6.4 Laws and Regulations 45

SECTION 7. PROPOSAL EVALUATION AND SELECTION PROCESS 46
7.1 Introduction 46
7.2 Cost Proposal 46
7.3 Evaluation Committee 46
7.4 Evaluation Process 46
7.5 Proposal Evalutation Criteria 47

COST PROPOSAL FORM 48
NON-DISCLOSURE AGREEMENT 49
RESPONDENT INFORMATION FORM 50
VENDOR REFERENCES FORM 51
SIGNATURE PAGE 52
CERTIFICATION REGARDING LOBBYING 53
DISCLOSURE OF LOBBYING (SF-LLL) FORM (W/COMPLETION INSTRUCTIONS 54
DISCLOSURE OF LOBBYING ACTIVITIES FORM 55
CONFLICT OF INTEREST QUESTIONAIRE 56
GOOD FAITH EFFORT (GFE) 59
NOTICE OF INTENT (NOI) 60
SUBCONTRACTOR PARTICIPATION DECLARATION FORM (HUB) 61
RESIDENCE CERTIFICATION/TAX FORM 65
HOUSE BILL 89 VERIFICATION 66
SENATE BILL 252 CERTIFICATION 67
RFP AFFIDAVIT 68

PROPOSAL SUBMITTAL CHECKLIST

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

The Proposer's attention is especially called to the items listed below, which must be submitted in full as part of the proposal.

Failure to submit any of the documents listed below as a part of your proposal, or failure to acknowledge any addendum in writing with your proposal, or submitting a proposal on any condition, limitation, or provision not officially invited in this Request for Proposal (RFP) may cause for rejection of the proposal.

Proposer shall check each box indicating compliance.

THE ITEMS ON THE CHECKLIST BELOW MUST BE INCLUDED IN YOUR PROPOSAL SUBMISSION.

☐ Cover sheet identifying the contract/project being proposed, the name and address of the Proposer, the date of the proposal, and the email address, telephone, and facsimile numbers of Proposer.

☐ An acknowledgment and/or response to each section of the proposal.

☐ Form of business (e.g., corporation, sole proprietorship, partnership); if corporation the date and state of incorporation.

☐ Identification of three (3) entities for which the Proposer is providing or has provided 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 Contractors response to the RFP.

1.10 GOVERNING FORMS

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

1.11 IMPLIED REQUIREMENTS

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

1.12 COMPLIANCE WITH RFP SPECIFICATIONS

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

1.13 VENDOR REGISTRATION: SAM (SYSTEM FOR AWARD MANAGEMENT)

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

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

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

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

OFFICE USE ONLY

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

1 **Name of business entity filing form, and the city, state and country of the business entity's place of business.**

YOUR FIRM NAME HERE

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

**JEFFERSON COUNTY, TEXAS*

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

BID/CONTRACT/PO NUMBER GOES HERE

4 Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
		Controlling	Intermediary
NAME OF PERSON/PERSONS THAT OWN BUSINESS GOES HERE. MUST LIST ANY PERSON THAT DOES NOT WORK FOR THE COMPANY LISTED IN #1 THAT WILL PROFIT FROM THE BID/CONTRACT/PO			

5 **Check only if there is NO Interested Party.** ☐ **ONLY CHECK IF NO CONTROLLING OR INTERMEDIARY PARTY**

6 **UNSWORN DECLARATION** Vendor is to complete #6 - Unsworn Declaration

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

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

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

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

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

ADD ADDITIONAL PAGES AS NECESSARY

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

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

PROPOSER: INSERT COMPLETED FORM 1295 BEHIND THIS PAGE.

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

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

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

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

1.32 CONFIDENTIAL/PROPRIETARY INFORMATION

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

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

1.33 WAIVER OF SUBROGATION

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

1.34 AKNOWLEDGEMENT OF INSURANCE REQUIREMENTS

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

1.35 INSURANCE REQUIREMENTS

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

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

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

Minimum Insurance Requirements:

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.

REMEDIES

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

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

TERMINATION FOR CAUSE AND CONVENIENCE

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

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

EQUAL EMPLOYMENT OPPORTUNITY

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

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

1. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this non-discrimination clause.

2. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

3. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

4. The contractor will send to each labor union or representative of workers with which he has a collective

bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

6. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

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

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

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

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

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

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

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

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

1. ***Minimum wages.***

i. All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 193 7 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage dete1mination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

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

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

1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

2) The classification is utilized in the area by the construction industry; and

3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

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

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

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

i. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

ii. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided,* That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. ***Withholding.***

The Federal Agency and/or Client shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 193 7 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the (Agency) may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

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

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

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

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

1) That the payroll for the payroll period contains the information required to be provided under §5.5 (a) (3) (ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a) (3) (i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

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

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

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

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

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

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

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

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

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

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

6. ***Subcontracts.***

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

7. ***Contract termination: debarment.***

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

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

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

9. ***Breach.***

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

10. ***Disputes concerning labor standards.***

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

11. ***Certification of eligibility.***

1) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis Bacon Act or 29 CFR 5.12(a)(l).

2) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(l).

3) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

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

1) **Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2) **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the

case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of $27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

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

4) **Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT

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

(a) Definitions

(1) *Invention* means any invention or discovery which is or may be patentable or otherwise protectable under Title 35 of the United States Code, or any novel variety of *et seq.).*

(2) *Subject invention* means any invention of the *contractor* conceived or first actually reduced to practice in the performance of work under this *contract,* provided that in the case of a variety of plant, the date of determination (as defined in section 41(d) of the Plant Variety Protection Act, 7 U.S.C. 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) (l), above. The *contractor* shall instruct such employees through employee agreements or other suitable educational programs on the importance of reporting inventions in sufficient time to permit the filing of patent applications prior to U.S. or foreign statutory bars.

(3) The *contractor* will notify the *Federal agency* of any decisions not to continue the prosecution of a patent application, pay maintenance fees, or defend in a reexamination or opposition proceeding on a patent, in any country, not less than thirty days before the expiration of the response period required by the relevant patent office.

(4) The *contractor* agrees to include, within the specification of any United States patent applications and any patent issuing thereon covering a subject invention, the following statement, "This invention was made with government support under (identify the *contract)* awarded by (identify the Federal agency). The government has certain rights in the invention."

(g) Subcontracts

(1) The *contractor* will include this clause, suitably modified to identify the parties, in all subcontracts, regardless of tier, for experimental, developmental or research work. The subcontractor will retain all rights provided for the *contractor* in this clause, and the *contractor* will not, as part of the consideration for awarding the subcontract, obtain rights in the subcontractor's subject inventions.

(2) In the case of subcontracts, at any tier, when the prime award with the Federal agency was a contract (but not a grant or cooperative agreement), the *agency,* subcontractor, and the contractor agree that the mutual obligations of the parties created by this clause constitute a contract between the subcontractor and the Federal agency with respect to the matters covered by the clause; provided,

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

(h) Reporting on Utilization of Subject Inventions

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

(i) Preference for United States Industry

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

(j) March-in Rights

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

(1) Such action is necessary because the *contractor* or assignee has not taken or is not expected to take within a reasonable time, effective steps to achieve practical application of the subject invention in such field of use.

(2) Such action is necessary to alleviate health or safety needs which are not reasonably satisfied by the *contractor,* assignee or their licensees;

(3) Such action is necessary to meet requirements for public use specified by Federal regulations and such requirements are not reasonably satisfied by the *contractor,* assignee or licensees; or

(4) Such action is necessary because the agreement required by paragraph (i) of this clause has not been obtained or waived or because a licensee of the exclusive right to use or sell any subject invention in the United States is in breach of such agreement.

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

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

(1) Rights to a subject invention in the United States may not be assigned without the approval of the *Federal agency,* except where such assignment is made to an organization which has as one of its primary functions the management of inventions, provided that such assignee will be subject to the same provisions as the *contractor;*

(2) The *contractor* will share royalties collected on a subject invention with the inventor, including Federal employee co-inventors (when the agency deems it appropriate) when the subject invention is assigned in accordance with 35 U.S.C. 202(e) and 37 CFR 401.10;

(3) The balance of any royalties or income earned by the *contractor* with respect to subject inventions, after payment of expenses (including payments to inventors) incidental to the administration of subject inventions, will be utilized for the support of scientific research or education; and

(4) It will make efforts that are reasonable under the circumstances to attract licensees of subject invention that are small business firms and that it will give a preference to a small business firm when licensing a subject invention if the *contractor* determines that the small business firm has a plan or proposal for marketing the invention which, if executed, is equally as likely to bring the

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

(l) Communication

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

_____

_____

_____

_____

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

CLEAN AIR ACT

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

(m) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

(n) The contractor agrees to report each violation to the (name of applicant entering into the contract) and understands and agrees that the (name of the applicant entering into the contract) will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(o) The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

FEDERAL WATER POLLUTION CONTROL ACT

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

(1) The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

(2) The contractor agrees to report each violation to the (name of the applicant entering into the contract) and understands and agrees that the (name of the applicant entering into the contract) will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

DEBARMENT AND SUSPENSION ***Contractor must complete enclosed certification***

(1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by Client. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to (insert name of recipient/subrecipient/applicant), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

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

BYRD ANTI-LOBBYING AMENDMENT

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

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

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

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) Contractor will include language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of $150,000.00 shall certify and disclose accordingly.

PROCUREMENT OF RECOVERED MATERIALS

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

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

(1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA designated items unless the product cannot be acquired:

a) Competitively within a timeframe providing for compliance with the contract performance schedule;

b) Meeting contract performance requirements; or

c) At a reasonable price.

(2) Information about this requirement is available at EPA's Comprehensive Procurement Guidelines website, http://www.epa.gov/cpg/.

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

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

ACCESS TO RECORDS

The following access to records requirements apply to this contract:

(1) The Contractor agrees to provide the Client, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

(2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

(4) In compliance with the Disaster Recovery Act of 2018, the Client and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

CHANGES

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

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

DHS SEAL, LOGO, AND FLAGS

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

COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS

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

NO OBLIGATION BY FEDERAL GOVERNMENT

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

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

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

PROHIBITION ON CONTRACTING FOR COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES

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

DOMESTIC PREFERENCES FOR PROCUREMENTS

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

AFFIRMATIVE SOCIOECONOMIC STEPS

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

COPYRIGHT AND DATA RIGHTS

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

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

BYRD ANTI-LOBBYING CERTIFICATION

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

1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

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

_____

Signature of Contractor's Authorized Official

_____

Name and Title of Contractor's Authorized Official

_____

Date

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

DEBARMENT/SUSPENSION CERTIFICATION

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

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

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

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

_____

Signature of Contractor's Authorized Official

_____

Name and Title of Contractor's Authorized Official

_____

Date

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

CIVIL RIGHTS COMPLIANCE PROVISIONS

1. EQUAL EMPLOYMENT OPPORTUNITY (Equal Opportunity Clause)

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

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

1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

   Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

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

CIVIL RIGHTS COMPLIANCE PROVISIONS (CONTINUED)

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

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

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

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

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

_____

Signature of Contractor's Authorized Official

_____

Name and Title of Contractor's Authorized Official

_____

Date

REQUIRED FORM
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.

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

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

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

All submissions must be received by 11:00 am CT, Wednesday, January 11, 2023.

- 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: mistey.reeves@jeffcotx.us. If no response in 72 hours, contact Deborah Clark, Purchasing Agent at 409-835-8593 or deb.clark@jeffcotx.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

COUNTY HOLIDAYS (2023):

January 16, 2023	Martin Luther King, Jr. Day	Monday
February 20, 2023	President's Day	Monday
April 7, 2023	Good Friday	Friday
May 29, 2023	Memorial Day	Monday
July 4, 2023	Independence Day	Tuesday
September 4, 2023	Labor Day	Monday
November 10, 2023	Veteran's Day	Friday
November 23 & 24, 2023	Thanksgiving	Thursday & Friday
December 25 & 26, 2023	Christmas	Monday & Tuesday
January 1, 2024	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: mistey.reeves@jeffcotx.us or faxed at: 409-835-8456. If no response in 72 hours, contact **Deborah Clark, Purchasing Agent** at: deb.clark@jeffcotx.us.

The Deadline for asking questions or requesting additional information (in writing) is 5:00 pm, CT, January 4, 2023.

3.4 TENTATIVE SCHEDULE OF EVENTS

December 13, 2022	**Issuance of Request for Proposal**
January 11, 2023	**Deadline Submission (late proposals will not be considered)**
January 13, 2023	**Proposals distributed to Evaluation Committee**
January 20, 2023	**Evaluation Committee Convenes to Tabulate Scoring and Determines Short List**
January 24, 2023	**If Applicable: Conduct Interview/Best and Final Offer/Short List**
January 31, 2023	**Recommendation for Award**

Please note:
The above schedule of events is *tentative* in nature. Dates listed are subject to change.

SECTION 4. PROPOSAL FORMAT REQUIREMENTS

4.1 INTRODUCTION TO PROPOSAL FORMAT REQUIREMENTS

Each proposal submitted in response to this RFP must be organized to correspond with those numbered sections of this RFP that require a response. Failure to arrange the proposal as requested may result in the disqualification of the proposal. Conciseness and clarity of content are emphasized and encouraged. Vague and general proposals will be considered non-responsive, and will result in disqualification. The response must be complete. Failure to provide the required information may result in the disqualification of the proposal. All pages of the proposal must be numbered and the proposal must contain an organized, paginated table of contents corresponding to the sections and pages of the proposal.

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

4.2 ORGANIZATION OF PROPOSAL CONTENTS

Each proposal must be organized in the manner described below:

A. Transmittal Letter

B. Table of Contents

C. Executive Summary

D. Proposer Identifying Information

E. Proposer Personnel and Organization

F. Cost Proposal

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 30.016427" N, Longitude 94.175837" W). The proposed facility location will include the 3.50 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

Exhibit A

60'
60' ACCESS EAS
492.27'
60' ACCESS EASMENT
46890.73 SQ.FT. ±
1.08 ACRES ±
542.00' ±
PROPOSED SITE
152321.18 SQ. FT
3.50 ACRES ±
301.45' ±
296.26' ±
486.30' ±
SITE LOCATION
SCALE: N.T.S
EXHIBIT A
FORD PARK PROPERTY SITE LOCATION
PREPARED BY: JEFFERSON COUNTY ENGINEERING
DRAWN: P.D.
CHECKED: T.F.
11/30/2022

Exhibit B

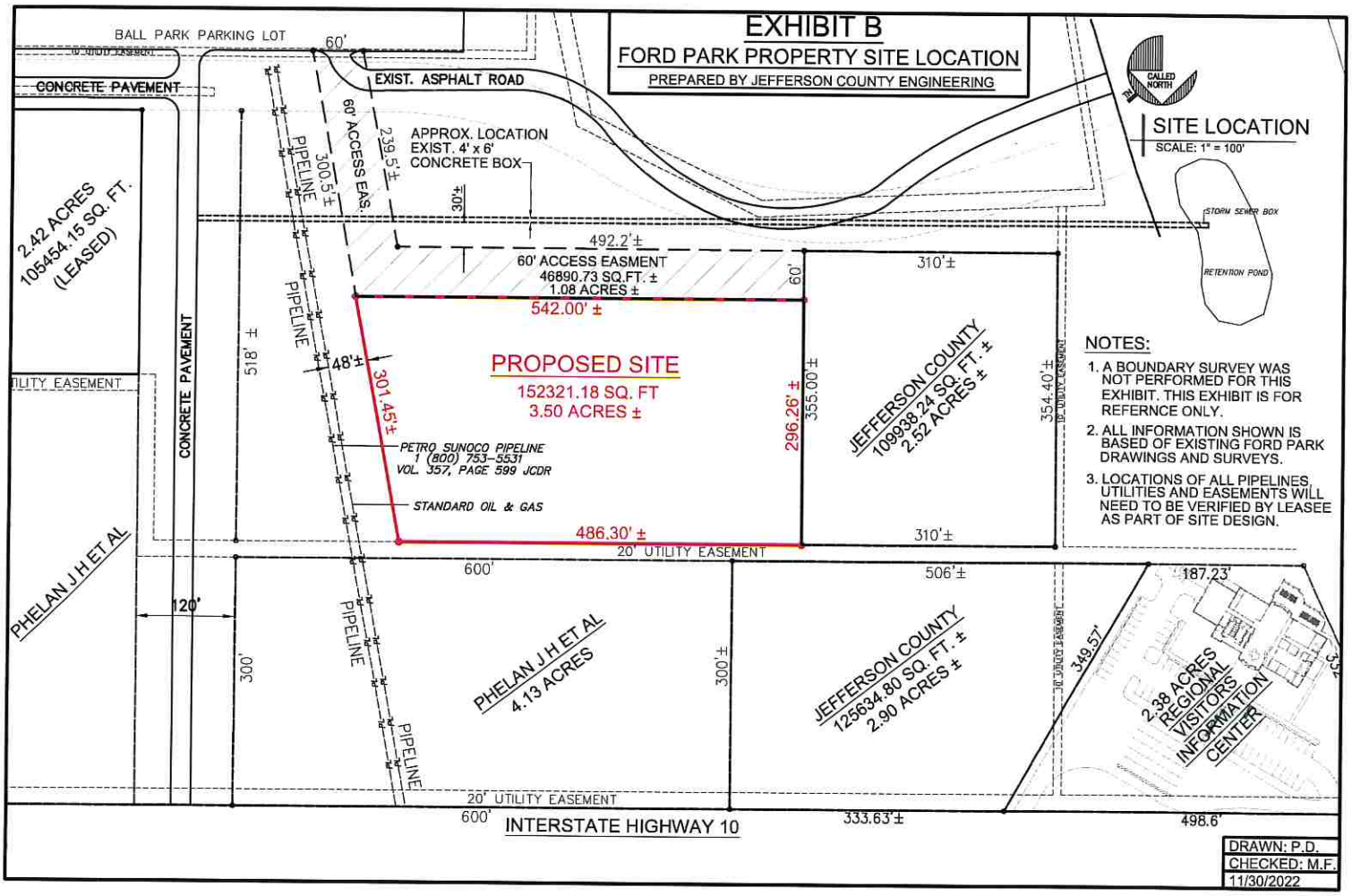


EXHIBIT B
FORD PARK PROPERTY SITE LOCATION
PREPARED BY JEFFERSON COUNTY ENGINEERING
SITE LOCATION
SCALE: 1" = 100'
BALL PARK PARKING LOT
CONCRETE PAVEMENT
EXIST. ASPHALT ROAD
APPROX. LOCATION EXIST. 4' x 6' CONCRETE BOX
60' ACCESS EAS.
PIPELINE
300.5'±
239.5'±
30'±
492.2'±
60' ACCESS EASMENT
46890.73 SQ.FT. ±
1.08 ACRES ±
542.00' ±
PROPOSED SITE
152321.18 SQ. FT
3.50 ACRES ±
48'±
301.45'±
PETRO SUNOCO PIPELINE
1 (800) 753-5531
VOL. 357, PAGE 599 JCDR
STANDARD OIL & GAS
486.30' ±
20' UTILITY EASEMENT
2.42 ACRES
105454.15 SQ. FT.
(LEASED)
CONCRETE PAVEMENT
518' ±
296.26' ±
355.00'±
310'±
JEFFERSON COUNTY
109938.24 SQ. FT. ±
2.52 ACRES ±
354.40'±
STORM SEWER BOX
RETENTION POND
NOTES:
1. A BOUNDARY SURVEY WAS NOT PERFORMED FOR THIS EXHIBIT. THIS EXHIBIT IS FOR REFERNCE ONLY.
2. ALL INFORMATION SHOWN IS BASED OF EXISTING FORD PARK DRAWINGS AND SURVEYS.
3. LOCATIONS OF ALL PIPELINES, UTILITIES AND EASEMENTS WILL NEED TO BE VERIFIED BY LEASEE AS PART OF SITE DESIGN.
PHELAN J H ET AL
120'
300'
600'
PHELAN J H ET AL
4.13 ACRES
300'±
506'±
JEFFERSON COUNTY
125634.80 SQ. FT. ±
2.90 ACRES ±
187.23'
349.57'
2.38 ACRES
REGIONAL
VISITORS
INFORMATION
CENTER
INTERSTATE HIGHWAY 10
333.63'±
498.6'
DRAWN: P.D.
CHECKED: M.F.
11/30/2022

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 22-076/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 <u>physical address for bid bond return</u>, *if applicable*):

_____
Address

_____
City, State, Zip Code

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

VENDOR REFERENCES FORM

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

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

REFERENCE ONE

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ Fax: _____

Email Address: _____ Contract Period: _____

Scope of Work: _____

REFERENCE TWO

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ Fax: _____

Email Address: Contract Period: _____

Scope of Work: _____

REFERENCE THREE

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ Fax: _____

Email Address: Contract Period: _____

Scope of Work: _____

SIGNATURE PAGE

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

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

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

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

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

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

REQUIRED FORM
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 *(if individual, last name, first name, MI):*	**b. Individuals Performing Services** *(including address if different from No. 10a)* *(last name, first name, MI):*
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.	**Signature:** _____ **Print Name:** _____ **Title:** _____ **Telephone No.:** _____ **Date:** _____
Federal Use Only	**Authorized for Local Reproduction** **Standard Form - LLL (Rev. 7-97)**

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

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

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

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

(A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;

(B) a transaction conducted at a price and subject to terms available to the public; or

(C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

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

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

***

(2) the vendor:

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

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

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

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

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

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

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

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

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

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

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

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

(1) the date that the vendor:

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

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

(2) the date the vendor becomes aware:

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

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

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

Form provided by Texas Ethics Commission www.ethics.state.tx.us Revised 11/30/2015

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

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

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

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. *See* Section 176.006(a-1), Local Government Code.

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

OFFICE USE ONLY

Date Received

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

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

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

_____
Name of Officer

This section (item 3 including subparts A, B, C, & D) must be completed for each officer with whom the vendor has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

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

☐ Yes ☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more?

☐ Yes ☐ No

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

4

_____ _____
Signature of vendor doing business with the governmental entity Date

Adopted 8/7/2015

REQUIRED FORM
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

Date Received

1 **Name of Local Government Officer**

2 **Office Held**

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

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

5 **List gifts accepted by the local government officer and any family member, if aggregate value of the gifts accepted from vendor named in item 3 exceeds $100 during the 12-month period described by Section 176.003(a)(2)(B).**

Date Gift Accepted _____ Description of Gift _____

Date Gift Accepted _____ Description of Gift _____

Date Gift Accepted _____ Description of Gift _____

(attach additional forms as necessary)

6 **AFFIDAVIT**

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

_____
Signature of Local Government Officer

AFFIX NOTARY STAMP / SEAL ABOVE

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

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

Adopted 8/7/2015

THIS FORM IS FOR OFFICE USE ONLY

GOOD FAITH EFFORT (GFE)

Determination Checklist

This information must be submitted with your proposal.

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

Did the Prime Contractor/Consultant . . .

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

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

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

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

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

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

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

Printed Name of Authorized Representative

Signature

Title

Date

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

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

This information must be submitted with your proposal.

Proposer intends to utilize subcontractors/sub-consultants in the fulfillment of this contract (if awarded).
☐ Yes ☐ No

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

Contractor Name: _____ HUB: p Yes p No

Address: _____
Street City State Zip

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

Project Title & No.: _____

Prime Contract Amount: $ _____

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

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

Address: _____
Street City State Zip

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

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

Description of Subcontract Work to be Performed: _____

_____ _____ _____
Printed Name of Contractor Representative Signature of Representative Date

_____ _____ _____
Printed Name of HUB Signature of Representative Date

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

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

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

Historically Underutilized Business (HUB)
Subcontracting Participation Declaration Form

Page 1 of 4

This information must be submitted with your proposal.

Proposer intends to utilize subcontractors/sub-consultants in the fulfillment of this contract (if awarded).
☐ Yes ☐ No

Prime Contractor: _____ HUB: ☐ Yes ☐ No

HUB Status (Gender & Ethnicity): _____

Address: _____
Street City State Zip

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

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

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

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

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

FOR HUB OFFICE USE ONLY:

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

PART I. HUB SUCONTRACTOR DISCLOSURE

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

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

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

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

Historically Underutilized Business (HUB)
Subcontracting Participation Declaration Form

HUB Subcontractor Disclosure
PART I: Continuation Sheet (Duplicate as Needed)

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

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

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

_____

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

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

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

_____

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

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

Historically Underutilized Business (HUB)
Subcontracting Participation Declaration Form

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

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

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

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

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

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

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

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

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

Historically Underutilized Business (HUB)
Subcontracting Participation Declaration Form

Page 4 of 4

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

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

Name (print or type): _____

Title: _____

Signature: _____

Date: _____

E-mail address: _____

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

Name (print or type): _____

Title: _____

Date: _____

E-mail address: _____

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

RESIDENCE CERTIFICATION/TAX FORM

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

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

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

☐ I certify that _____ [company name] is a Resident Respondent of Texas as defined in Government Code §2252.001.

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

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

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

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

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

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

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

HOUSE BILL 89 VERIFICATION

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

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

Pursuant to Section 2270.002, Texas Government Code:

1. "**Boycott Israel**" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made ordinary business purposes; and

2. "**Company**" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or an limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business association that exist to make a profit.

_____
Signature of Company Representative

_____
Date

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

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

Notary Seal

_____
Notary Signature

_____
Date

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

SENATE BILL 252 CERTIFICATION

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

_____

Company Name

_____

IFB/RFP/RFQ number

Certification check performed by:

_____

Purchasing Representative

_____

Date

RESPONDENT'S AFFIDAVIT

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

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

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

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

_____
NAME OF BUSINESS

BY:

_____
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.

Fittz & Shipman

INC.

Consulting Engineers and Land Surveyors

Ronald D. Fittz, P.E., R.P.L.S. (1948-1987)
Terry G. Shipman, P.E., Senior Consultant
Bernardino D. Tristan, P.E., Chief Executive Officer

Daniel A. Dotson, P.E., President
Donald R. King, P.E., Vice President

November 1, 2022

Deborah L. Clark
Purchasing Agent
Jefferson County, Texas

****Professional Agreement****

RE: (RFQ 22-044/MR), Elevation Certificates for Flood Pre-Mitigation Various Locations – In Jefferson County

Dear Ms. Clark:

Fittz & Shipman, Inc. is pleased to provide this "Professional Agreement" for providing FEMA Elevation Certificate Services for various residential locations throughout Jefferson County. As per the (RFQ 22-044/MR), Elevation Certificates for Flood Pre-Mitigation sent to your office on Tuesday, August 9, 2022.

SCOPE OF SERVICES

FEMA Elevation Certificates Services

The National Flood Insurance Program (NFIP) Elevation Certificate (EC) (FEMA form 086-0-33) is an administrative tool of the NFIP which is to be used to provide elevation information necessary to ensure compliance with community floodplain management ordinances, to determine the proper insurance premium rate, or support a request for a Letter of Map Amendment (LOMA) or a Letter of Map Amendment based on fill (LOMR-F).

FEE

Fittz & Shipman will provide a FEMA Form 086-0-33 "Elevation Certificate Form" for each requested building for a fixed fee of $1,250 per building. The total price for the requested buildings up to 150 certificates will be approximately $187,500.00.

In the event of efforts beyond the anticipated scope of services, **Fittz & Shipman, Inc.** shall notify you regarding the need for amendment of this agreement regarding scope and compensation.

This scope of work may be amended to provide additional services at the published standard rates upon written authorization by Owner.

CONTRACT TERMS AND CONDITIONS:

Fittz & Shipman, Inc. shall submit monthly statements for services rendered based on percent of task complete. Reimbursable Expenses incurred shall be invoiced at cost plus a management fee of 15%.

We appreciate your confidence in **Fittz & Shipman, Inc.** to provide the above FEMA Elevation Certificate services. If you wish to discuss our proposed scope of services, scheduling, or fees, please contact me.

EXTENT OF AGREEMENT:

This Agreement, including the following exhibits/attachments: represents the entire and integrated agreement between the County and the Contractor and supersedes all prior negotiations, representations, or agreements, either written or oral. This agreement may be amended only by written instrument signed by authorized representatives of both the County and Contractor.

The executed Contract Document shall consist of the following components:

a. This Professional Agreement Document
b. EXHIBIT A: Statement of Qualifications Submitted by Contractor (PAGES 1-2) (Includes RFQ Specifications, and Addendum No. 1: Completed, Signed, and Submitted as part of RFQ Response by Contractor) (PAGES A.1-A.75)
c. EXHIBIT B: Additional Required (Contractor) Documentation: Proof of System for Award Management Status, TEC FORM 1295 (Completed and Signed by Contractor), Proof of Divestment Status. (PAGES B.1-B.9)

Sincerely,

Fittz & Shipman, Inc.

Bernardino D. Tristan

Bernardino D. Tristan, P.E.
For the Firm

Accepted:

Jefferson County

by: Mr. Jeff R. Branick, Jefferson County Judge Date

ATTEST
DATE DECEMBER 13, 2022

COMMISSIONERS COURT JEFFERSON COUNTY, TEXAS

HUB
Statewide Historically Underutilized Business Program

Fittz & Shipman, Inc.

1405 Cornerstone Court, Beaumont, Tx. 77706

SCHEDULE OF REIMBURSABLE RATES

ENGINEERING AND SURVEYING SERVICES

The charges for engineering and surveying services are invoiced on an hourly basis by classification of personnel in accordance with the following schedule:

Classification	Rate (dollars per hour)	Overtime Rate (dollars per hour)
	Engineering	
Director of Engineering/President	$250.00	same
Project Manager	$220.00	same
Professional Engineer	$180.00	same
Engineer In Training (EIT)	$130.00	same
Engineer Technician	$105.00	$157.50
	Drafting	
CAD Operator IV	$130.00	$195.00
CAD Operator III	$110.00	$165.00
CAD Operator II	$85.00	$127.50
CAD Operator I	$60.00	$90.00
	Surveying	
Registered Professional Land Surveyor	$200.00	same
Survey In Training (SIT)	$130.00	$195.00
Survey Technician	$110.00	$165.00
Survey Party Chief	$105.00	$141.00
Instrument Man	$75.00	$99.50
Rod Man	$55.00	$75.00
Two-Man Survey Crew	$180.00	$270.00
Three-Man Survey Crew	$235.00	$352.50
Robotic Instrument	$250/Day	
Terrestrial Scanner	$5,500/Day	
Aerial Drone LiDAR	$6,500/Day	
Survey Truck	$150/Day	
All-Terrain Vehicle (Side x Side)	$150/Day	
14' Aluminum Boat (3-Person Capacity)	$100/Day	
18' Aluminum Boat (4-6 Person Capacity)	$150/Day	
Concrete Monuments	$100/Each	
	Field Inspection	
Manager Construction Services	$120.00	$180.00
Safety Coordinator	$120.00	$180.00
Construction Representative	$105.00	$157.50
	Associates	
Associate Engineer (Elec., Mech. Etc.)	$225.00	same
	Office Management	
Clerical	$70.00	$105.00
	Expert Testimony	
Investigation/preparation	3X Billing Rate (four hour minimum)	same
Court Testimony/Deposition	3X Billing Rate (four hour minimum)	same

Hourly rates are based on eight-hour working days which include travel time from our Beaumont office and the site. Out of town work will include additional cost (per diem @ $125/day, mileage at current IRS rate).

REIMBURSABLE EXPENSES

For authorized sub-contracts and reimbursable expenses (consultants, printing, supplies, long distance telephone calls, etc.), the charge will be cost plus fifteen percent (15%) service charge.

Rates Effective September 1, 2021 (subject to annual adjustment)

STATEMENT OF QUALIFICATIONS

for

JEFFERSON COUNTY

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

August 2022

Fittz & Shipman INC.

Consulting Engineers and Land Surveyors

1405 Cornerstone Court
Beaumont, Texas 77706
(409) 832-7238

501 Procter Street, Suite 323
Port Arthur, Texas 77640
(409)999-6023

Certified MBE Minority Business Enterprise

HUB Statewide Historically Underutilized Business Program

DISADVANTAGED BUSINESS DBE CERTIFIED ENTERPRISE

COPY

Fittz & Shipman

INC.

Consulting Engineers and Land Surveyors

Ronald D. Fittz, P.E., R.P.L.S. (1948-1987)
Terry G. Shipman, P.E., Senior Consultant
Bernardino D. Tristan, P.E., Chief Executive Officer

Daniel A. Dotson, P.E., President
Donald R. King, P.E., Vice President

August 30, 2022

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

RE: RFQ 22-044/MR
Request for Qualifications for Elevation Certificates for Flood Pre-Mitigation

We are pleased to submit to you our Statement of Qualifications per your Request for Qualifications for Elevation Certificates for Flood Pre-Mitigation, Pursuant to Chapter 262, Texas Local Government Code, the County Purchasing Act and 2 CFR Section 200.318-326.

Fittz & Shipman, Inc. is a locally owned multi-disciplined Engineering and Land Surveying Company providing Civil Engineering, Structural Engineering and Land Surveying and is certified as a Minority Business Enterprise (MBE), Historically Underutilized Business (HUB) and a Disadvantaged Business Enterprise (DBE). Our Team consists of Engineers, Surveyors and Technicians that normally perform Engineering and Surveying tasks on a daily basis.

- Understanding of the work - Fittz & Shipman, Inc., has reviewed the Request for Qualifications and has also reviewed information we have on file regarding facilities and past projects we have surveyed throughout Southeast Texas. Recently we have performed over 250 Land Surveys including existing Elevation Certificates, Construction Elevation Certificates and Final Elevation Certificates for a total of over 700 Elevation Certificates for the Texas General Land Office's Harvey and Imelda Recovery Program.

- We have performed designs for numerous municipal projects, commercial site development projects and school projects throughout Southeast Texas which have provided experience in paving design, water and wastewater design as well as Structural Engineering for foundations, framing and building design.

- State Licensing - Fittz & Shipman, Inc., is registered with the Texas Board of Professional Engineers and Land Surveyors as Engineering Firm No. 1160 and Survey Firm 100180

and is current with the state board. All Engineers designated as "P.E." and our Registered Professional Land Surveyor (R.P.L.S.) are independently licensed by the Texas Board of Professional Engineers and Land Surveyors.

- Fittz & Shipman, Inc., has not engaged in any unethical practices in the last 5 years or during the history of our company.

Advantages of the Fittz & Shipman Team are:

- Since our founding in 1980, Fittz & Shipman has provided Land Boundary, Elevation Certificates and Title Surveys to numerous clients throughout the Southeast Texas area on all sizes of projects ranging from private property to large corporate and municipal holdings.
- We have a history of multiple projects which have been funded by Federal and State Funds and have participated in the application process for obtaining funding.
- We are a Southeast Texas Employee Owned Company with many Engineers and a capable Survey Staff. Our decisions are made locally.
- All of our employees live in the Southeast Texas area – so we are proud to have ownership in the design of our nearby projects and look out for the best interests of the communities.

In summary, we have proven experience and would like the opportunity to discuss our capabilities with you and your staff as you consider projects for funding and design.

Sincerely,

Fittz & Shipman, Inc.

Bernardino Tristan, P.E.
Chief Executive Officer

TABLE OF CONTENTS

- TRANSMITTAL LETTER
- COMPANY PROFILE
- PROJECT ORGANIZATION
- FIRM EXPERIENCE AND QUALIFICATIONS
- RELEVANT PROJECTS
- REFERENCES
- STATE OF TEXAS HISTORICALLY UNDERUTILIZED BUSINESS CERTIFICATION
- RESUMES OF KEY TEAM MEMBERS
- FIRM REGISTRATIONS
- COMPLETED COPY OF THE SPECIFICATIONS PACKET, IN ITS ENTIRETY

COMPANY PROFILE

FIRM NAME
FITTZ & SHIPMAN, INC.

FIRM FOUNDED
March 1980

OWNERSHIP STRUCTURE
Corporation

MBE Certified
HUB Certified
DBE Certified

STAFF COUNT
31

LOCATIONS

Corporate Office
1405 Cornerstone Court
Beaumont, Texas 77706
(409)832-7238

Branch Office
501 Procter Street, Suite 323
Port Arthur, Texas 77640
(409)999-6023

POINTS OF CONTACT

Bernardino Tristan, CEO
btristan@fittzshipman.com
Daniel Dotson, President
ddotson@fittzshipman.com
Donald King, Vice President
dking@fittzshipman.com

Founded in 1980 in Beaumont, Texas. Fittz & Shipman, Inc., provides Civil Engineering, Structural Engineering, Land Surveying, and Construction Management Services throughout Southeast Texas, Houston and East Texas. Our staff includes Professional Engineers, Engineers-in-Training, Construction Inspectors, a Registered Public Surveyor, Survey Field Crews, and Computer Drafting and Design personnel.

Fittz & Shipman, Inc., does not exclusively work for local municipalities and county governments as we also perform engineering and surveying for school districts, local industrial facilities, private developers and commercial businesses. This lets us provide engineering designs as an "end user" of the existing infrastructure and local codes and ordinances – in many cases designing facilities to improve the existing drainage or utility systems through improved storm sewers, storm water detention facilities, plans to control erosion during construction, and permit applications and documentations for our clients

We offer all phases of land surveying, including, but not limited to Boundary Surveys, Title Surveys, Topographic Services, Platting/Replatting Services, Alta Surveys, As Build Surveys, Construction Layout, Elevation Certificates, Subdivision Design, Subdivision Layout with extensive experience in supplying survey services for small and large acreage tracts, apartment complexes, shopping centers, office buildings, and subdivision development.

Civil engineering projects include roads, water/wastewater projects, subdivisions, commercial and institutional facilities, athletic facilities, schools, traffic, transportation, stormwater detention, and many other projects.

Our structural engineering experience has been in the area of foundation and structural design including bridges, fire stations, public utilities, schools, hospitals, office buildings, churches, and many other public and private projects

Fittz & Shipman, Inc., seeks the most qualified engineers and technicians in order to provide exceptional service to government agencies, municipalities, private corporations and individuals.

OFFICERS:

Bernardino Tristan, P.E. – Chief Executive Officer
Daniel Dotson, P.E. – President
Donald King, P.E. – Vice President
Terry Shipman, P.E., M.A.S.C.E. – Senior Consultant

MBE, HUB, DBE CERTIFICATION:

Fittz & Shipman is a MBE, HUB and DBE Certifiied business.

ASSOCIATIONS AND AFFILIATIONS:

American Institute of Architects
Associated General Contractors
Beaumont Public Schools Foundation
National Society of Professional Engineers
American Society of Civil Engineers
Homebuilders of Southeast Texas
Young Mens Business League – Beaumont
American Institute of Steel Construction

INSURANCE:

Fittz & Shipman maintains general liability, automotive, workers compensation, and professional liability insurance. If selected Fittz & Shipman, Inc., will maintain insurances as required by this RFQ. Current Certificates of Insurance are attached.

SAM.GOV Registration:

Fittz & Shipman has an active registration with SAM.gov:

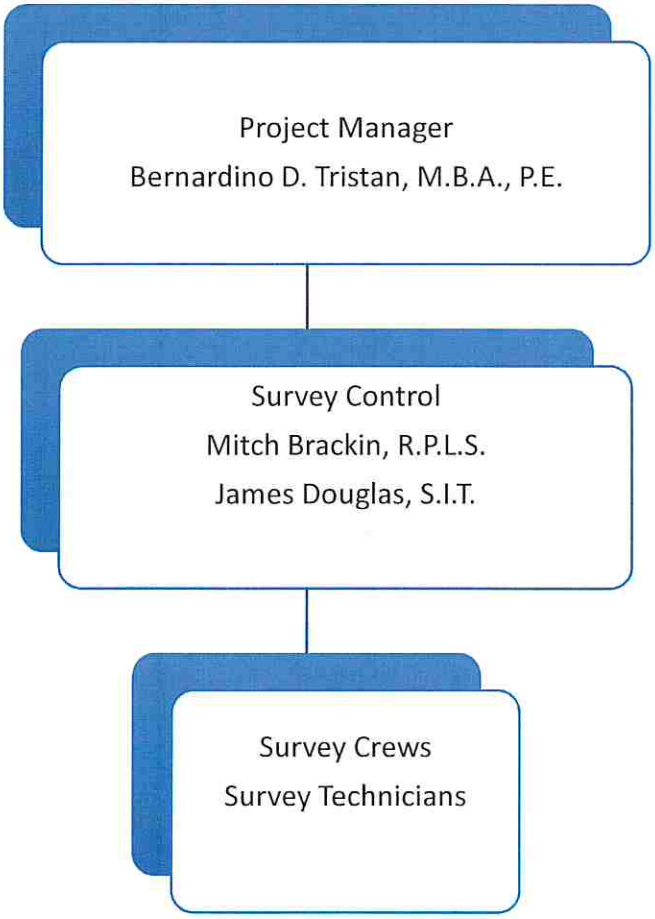
UNIQUE IDENTIFIER: T85FP3JRC9J8
DUNS: 021491774
CAGE Code: 7RHX6
Expiration Date: June 8, 2022

PENDING LITIGATION, JUDGEMENTS, OR LIENS:

There are no current litigations, outstanding judgements and/or liens affecting the firm.

PROJECT ORGANIZATION

PROJECT ORGANIZATION



The FITTZ & SHIPMAN, Inc., team is composed of local engineering and surveying experts that live and work in Southeast Texas. Each team member brings a unique set of knowledge and skills that will be utilized for engineering and surveying projects.

KEY STAFF FOR THIS PROJECT

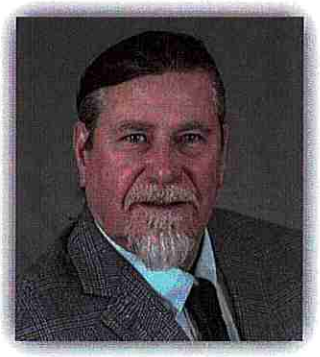
BEN TRISTAN, P.E., - Chief Executive Officer

PROJECT MANAGER & CIVIL DESIGN

Bachelor of Science in Civil Engineering Lamar University
Masters of Business Administration Lamar University
Licensed Professional Engineer - Texas

Ben has over 20 years' experience in Civil Engineering including design of water & sewer facilities, roadways and drainage facilities, construction management, contract administration on various engineering projects for municipalities and school districts.

Relevant Projects: 4th Street Extension, Port Arthur I.S.D. Booker T. Washington Elementary Site Utilities and Detention Design, Bridge City Elementary School Sitework, Entry Roads, Utilities, and Drainage Design, Nederland I.S.D. Bond Projects, Deweyville Elementary School, City of Beaumont Health Center, Nederland Police and Fire Building, Diamond D Master Plan Detention Facilities, Willow Bend Apartments and Detention Facilities, City of Orange Annexation Areas II & III East, SH 62 Water and Sewer



MITCHELL BRACKIN, R.P.L.S.

SURVEY CONTROL

Registered Professional Land Surveyor – Texas

Mitch has over 40 years' experience in all aspects of the surveying field throughout Southeast Texas including ALTA/ACSM Land Title Surveys, Boundary Surveys, Right of Way Locations, Global Positioning Services, Construction Staking, Topographical Surveying, Subdivision Platting, FEMA Elevations Certificates, and As-Built Surveys for educational facilities, industrial facilities, roadways and drainage facilities.

Relevant Projects: Entergy, Harvey Recovery Homes Site Surveys and Elevation Certificates, Diamond D Subdivision Topographic Surveying and Platting

In addition to our staff personnel, Fittz & Shipman, Inc., has in-house full time Survey Crews with proper personnel equipment and supplies utilizing GPS and Total Station equipment. We use AutoCAD © computer aided drafting software and survey software.

FIRM EXPERIENCE

FIRM QUALIFICATIONS AND COMPETENCIES

KNOWLEDGE & FAMILIARITY WITH SOUTHEAST TEXAS WATER & SEWER DESIGN

Team Members of FITTZ & SHIPMAN, Inc., have proven familiarity with all types of Land Surveying projects in Southeast Texas: Fittz & Shipman, Inc., has extensive experience in the following areas

- Elevation Certificates
- Topographic Surveys
- Boundary Surveys
- Title Surveys
- Metes and Bounds Preparation
- Easement Preparation
- Platting/Replatting Services
- As Build Surveys
- Alta Surveys
- Construction Layout
- Subdivison Layout

Fittz & Shipman has extensive experience in supplying survey services for small and large acreage tracts, apartment complexes, shopping centers, office buildings, subdivision development, utility easements.

VARIETY OF CLIENTELE

Fittz & Shipman, Inc., has performed design and construction for municipalities, utilities, counties, private developers, and industrial clients. This variety of clients for both Public and Private Owners gives us a unique perspective of being an end user of local codes and regulations as well as evaluating the capabilities of local project areas to provide adequate drainage, roads, and utilities to allow for new development

FIRM AVAILABILITY

Our Engineers and Staff live and work in Southeast Texas. Decisions are made locally. Fittz & Shipman, Inc., has designed municipal and private projects in Southeast Texas for over 40 years and is easily accessible to our clients. Our local engineers and survey crews are familiar with Southeast Texas and are easily available for meetings and field work.

RELEVANT PROJECTS

RELEVANT PROJECTS

TITLE/LAND SURVEYS AND ELEVATION CERTIFICATES

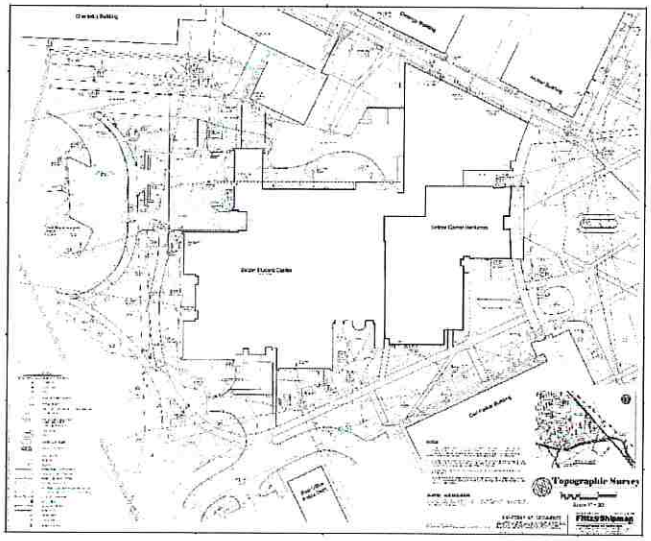
VARIOUS CLIENTS

Since 1980, surveying has been an integral part of Fittz & Shipman. We have provided more than 16,000 Land Boundary / Title Surveys / Elevation Certificates to various clients. Clients include but were not limited to individuals, title companies, banks, and mortgage companies. This number does not include the many Elevation Certificates, Boundary Surveys, Topographic Surveys, Alta Surveys, As Built Surveys, Construction Surveys, Subdivision Designs and Subdivision Layouts that were provided in conjunction with civil and structural engineering projects.

HARVEY RECOVERY HOMES

DRC CONSTRUCTION – TEXAS GENERAL LAND OFFICE

Elevation Certificates, Site Layout & Site Survey for new houses funded by General Land Office in 10 Southeast Texas counties. To date have provided over 250 Land Surveys including existing Elevation Certificates, Construction Elevation Certificates and Final Elevation Certificates for a total of over 700 Elevation Certificates.



LAMAR UNIVERSITY SURVEYS FOR IMPROVEMENTS

BEAUMONT, TEXAS

Field topographical surveying for design, construction staking surveys and elevation certificates for construction. Signature Center, John Gray Renovations, Courtyard Site Lighting between Maes and Cherry Buildings, Utility locations from Combs Hall to Entergy substation, Setzer Center renovations, Quadrangle Reconfiguration, Wesley Center, Vincent Beck Stadium, G-2 Parking Lighting, D-8 Parking Improvements, Jim Gillian Median Crossing, Tunnel Access Opening, Gray Institute. Project Type: New, Renovation, and Expansion

VIDOR ISD SURVEYS FOR IMPROVEMENTS

VIDOR, TEXAS

Field topographical surveying and Elevation Certificates for design, construction staking surveys for construction. Croak Stadium, High School, Junior High School, Middle School, Oak Forest, Pine Forest, Vidor Elem. Project Type: New, Renovation, and Expansion

PORT ARTHUR ISD SURVEYS FOR IMPROVEMENTS

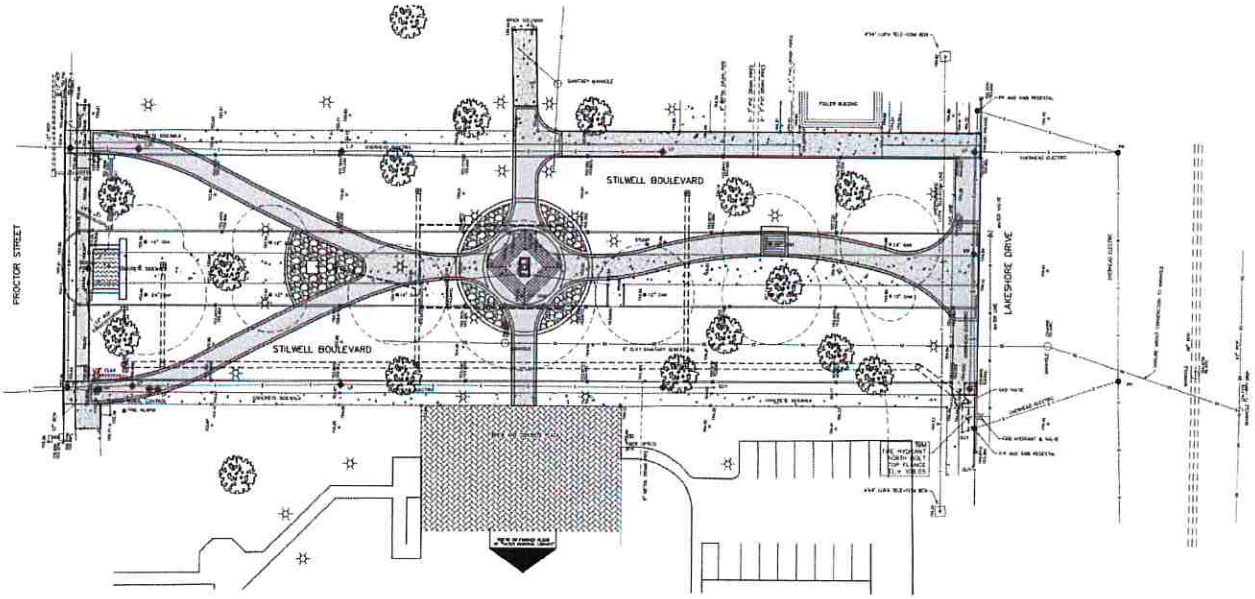
PORT ARTHUR, TEXAS

Field topographical surveying and Elevation Certificates for design, construction staking surveys for construction. Memorial Stadium, Wilson Performing Arts, CATE Building, Sam Houston, Booker T. Washington, Memorial HS, Memorial 9th, Wilson Early College. Project Type: New, Renovation, and Expansion

LAMAR INSTITUTE OF TECHNOLOGY SURVEYS FOR IMPROVEMENTS

BEAUMONT, TEXAS

Field topographical surveying for design, construction staking surveys and elevation certificates for construction. Entire Campus for Master Planning and Design, T-2 & T3 Demolition, T-1 building Staking, Szuch Multi-Purpose Center, Parking for Tommy Williams Technology buildings. Project Type: New, Renovation, and Expansion



LAMAR STATE COLLEGE PORT ARTHUR SURVEYS FOR IMPROVEMENTS

PORT ARTHUR, TEXAS

Field topographical surveying for design, construction staking surveys for construction. Stilwell Student Center and Plaza, PAEDC Press Building, Wilson Early College, Cosmetology Annex, Faculty Office, Physical Education bldg., Multiple Annex Parking Lots, Theatre Parking lot. Project Type: New, Renovation, and Expansion

BEAUMONT ISD SURVEYS FOR IMPROVEMENTS

BEAUMONT, TEXAS

Field topographical surveying for design, construction staking surveys for construction. Memorial Stadium, Bingham Head Start, Early College, West Brook HS, United HS, Odom Academy, Main Admin, Admin Annex, Smith, Marshall, Amelia, Vincent, Regina, Caldwood, Fehl, Martin, Lucas Pre-k, Jones-Clark, Homer, Guess, King, South Park, Pietzsch MacArthur. Project Type: New, Renovation, and Expansion

LUMBERTON ISD SURVEYS FOR IMPROVEMENTS

LUMBERTON, TEXAS

Field topographical surveying for design, construction staking surveys for construction. Raider Stadium, Entire High School and Intermediate campus, Entire Admin and Middle School, Entire Early Childhood Campus. Project Type: New, Renovation, and Expansion

WEST ORANGE-COVE CISD SURVEYS FOR IMPROVEMENTS

WEST ORANGE, TEXAS

Field topographical surveying for design, construction staking surveys for construction. Hooks Stadium, High School, Middle School, Elementary School, Transportation Center, Sport Arena. Project Type: New, Renovation, and Expansion

BRIDGE CITY ISD SURVEYS FOR IMPROVEMENTS

BRIDGE CITY, TEXAS

Field topographical surveying for design, construction staking surveys for construction. Ward Stadium, High School, Middle School, Elementary School. Project Type: New, Renovation, and Expansion

CITY OF PINE FOREST DRAINAGE IMPROVEMENTS - CDBG DR 2021

CITY OF PINE FOREST

Topographic Surveying and Civil Engineering Design to improve the drainage in four key locations of the City of Pine Forest. Flooding is a major issue in Southeast Texas and for the City of Pine Forest. Project Type: New, Renovation, and Expansion

ENTERGY FIBER CORRIDOR VARIOUS LOCATIONS

ENTERGY

Produced underground and aerial easements for fiber cable corridors servicing various electrical substations. Subsurface Utility Engineering (SUE) Level C (Above Ground Survey) with 811 call evaluation, surface and aerial topographical surveys identifying obstacles and improvements within proposed corridors as well as boundary/ROW monuments, research and drafting producing exhibits with metes and bounds for fiber corridor easements.

ENTERGY PORT ARTHUR RELIABILITY PROJECT

ENTERGY

Specific plats & descriptions for 90 tracts of land along a 69,000 foot route for a proposed 125' wide transmission right of way. Included drawings of all properties along the proposed route. Boundary and topographic surveying.

EXAMPLES OF COMPLETED FEDERAL AND STATE PROJECTS

CURRENT FEDERAL AND STATE PROJECTS

- City of Daisetta – TDHCA CDBG-Corona Virus Grant Application Community Center
- City of Pine Forest – GLO CDBG Infrastructure Program
- City of Orange – GLO CDBG-DR4332 Harvey FM105 Box Culverts
- City of Silsbee – Hazard Mitigation Grant Program TDEM DR-4586 Feb Winter Weather
- GLO Harvey Recovery Homes

FEMA – FEDERAL EMERGENCY MANAGEMENT AGENCY

- Deweyville Elementary Temporary Campus – after Sabine River 2016 Flood
- LNVA Neches Pump Station
- Beaumont Emergency Command Center
- Orange County Emergency Command Center

US DEPARTMENT OF ENERGY

- Trinity Bay Conservation District – Waterline for Big Hill Strategic Petroleum Reserve

HOUSING & URBAN DEVELOPMENT

- City of Beaumont Housing – The Crossing Elderly Apartments
- City of Port Arthur Housing – Edison Square Elderly Housing
- City of Port Arthur Housing – Park Central Apartments
- City of Orange Housing – Willow Bend Apartments
- City of Orange Housing – Fox Run Apartments

TXDOT – BIKEWAY FUNDING

- City of Port Arthur – Hike & Bike Trail, Thomas Boulevard

TDCA – COMMUNITY DEVELOPMENT BLOCK GRANT

- City of Orange - 2020 CDBG Applications
- Bolivar Peninsula WSC - Rollover Pass Water Line Crossing (Emergency Funds)
- City of Pinehurst - 28th Street Sewer Rehabilitation
- City of Orange – Coopers Gully Pump Station Improvements
- City of Orange – Coopers Gully Channel Liner Improvements, Simmons Drive
- City of Orange – Coopers Gully Channel Liner Improvements, 11th Street to SPRR
- City of Orange – 3rd Street Storm Sewer Improvements
- City of Orange – Cooper Drive & Navy Park Paving Improvements
- City of Orange – 2nd Street Asphalt Overlay
- City of Orange – Navy Park Concrete Pavement Replacement
- City of Vidor – Street Rehabilitation Program 2010 Application

TWDB – STATE REVOLVING FUND

- Trinity Bay Conservation District - HEW Treatment Plant Expansion
- Trinity Bay Conservation District - Elevated Water Storage Tank - SH 65

TWDB – FLOOD PLANNING FUND

- Orange County Drainage District - Master Plan for Drainage - Cow Bayou Watershed

OTHER TEXAS AGENCIES

- Sam Houston Regional Library, Liberty, Texas – Paving & Drainage Improvements, ADA walks
- LNVA Spindletop Flume Support Structure
- Application to Texas Parks and Wildlife – Conn Park Improvements, City of Vidor
- Conn Park Improvements, City of Vidor
- Lamar University – Multiple Projects

REFERENCES

REFERENCES

LOWER NECHES VALLEY AUTHORITY
7850 Eastex Freeway
Beaumont, Texas 77708
Mr. Duane Browning, P.E.
Assistant General Manager
(409) 892-4011

CITY OF ORANGE
303 N. 8th Street
Orange, Texas 77630
Mr. Jay Trahan
Director of Economic Development
(409) 883-1077

CITY OF BEAUMONT
801 Main, Suite 210
Beaumont, Texas 77701
Mr. Chris Boone, Planning Director
(409) 880-3100

LAMAR UNIVERSITY
P. O. Box 10112
Beaumont, Texas 77710
Ms. Katherine Miller, AIA
Assistant Vice President
(409) 880-8109

DRC CONSTRUCTION, LLC
P. O. Box 3532
Beaumont, Texas 77704
Mr. Tom Cockrell
(409) 223-1420

ENTERGY SERVICES LLC
639 Loyola Ave
New Orleans, Louisiana 70113
Mr. Preston Maronge, Sr.
Survey Projects Manager
(504) 576-7172

DIAMOND D DEVELOPMENT LLC
2055 Diamond D Drive
Beaumont, Texas 77713
Mr. Mike Doguet, Owner
(409) 866-8873

DEWEYVILLE INDEPENDENT SCHOOL DISTRICT
43200 State Hwy. 87 S
Orange, Texas 77632
Dr. Keith A. Jones, Superintendent
(409) 746-2731

CITY OF PORT ARTHUR
444 Fourth Street
Port Arthur, Texas 77640
Mr. John Cannatella
City Engineer
(409) 983-8182

STATE OF TEXAS HISTORICALLY UNDERUTILIZED BUSINESS CERTIFICATION

MINORITY OWNED BUSINESS

Fittz & Shipman, Inc., is a Minority Owned Small Business (MBE), a Certified State of Texas Historically Underutilized Business (HUB) and a Certified Disadvantage Business Enterprise (DBE).

Texas Historically Underutilized Business (HUB) Certificate

HUB
Statewide Historically Underutilized Business Program

Certificate/VID Number:	**1742087306300**
File/Vendor Number:	**504159**
Approval Date:	**02-MAR-2020**
Scheduled Expiration Date:	**02-MAR-2024**

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

FITTZ & SHIPMAN, INC.

has successfully met the established requirements of the State of Texas Historically Underutilized Business (HUB) Program to be recognized as a HUB. This certificate printed 06-MAR-2020, supersedes any registration and certificate previously issued by the HUB Program. If there are any changes regarding the information (i.e., business structure, ownership, day-to-day management, operational control, business location) provided in the submission of the business' application for registration/certification as a HUB, you must immediately (within 30 days of such changes) notify the HUB Program in writing. The CPA reserves the right to conduct a compliance review at any time to confirm HUB eligibility. HUB certification may be suspended or revoked upon findings of ineligibility.

Statewide HUB Program
Statewide Procurement Division

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

Rev. 06/19

BEAUMONT
Finance

City of Beaumont, Texas

Certifies that

FITTZ & SHIPMAN, INC.

Meets all the criteria established by the City of Beaumont,
And thereby is duly registered as a Minority Business Enterprise,
To do business with the City of Beaumont and its agents as such.

This certification is valid until JULY 7TH, 2024 .

Todd A. Simoneaux, CPA, Chief Financial Officer

July 7, 2022
Certification Date

Texas Department of Transportation

125 EAST 11TH STREET, AUSTIN, TEXAS 78701-2483 | 512.416.4700 | WWW.TXDOT.GOV

7/14/2022

Bernardino Tristan
CEO
Fittz & Shipman, Inc.
1405 Cornerstone Ct
Beaumont, TX 77706

Re: Annual Update Affidavit (AUA) – Disadvantaged Business Enterprise (DBE)

Dear Bernardino Tristan:

Upon review of the AUA and supporting documentation, TxDOT has determined that Fittz & Shipman, Inc. continues to meet the eligibility requirements of the federal DBE program.

DBE certification does not expire, however, to remain certified it is incumbent on you to submit the AUA on or before your next certification anniversary date. A courtesy reminder will be sent from the Diversity Management System (DMS) in advance of the AUA due date.

Firms listed in the Texas Unified Certification Program (TUCP) directory located at https://txdot.txdotcms.com are currently certified DBE/ACDBEs. TxDOT encourages you to utilize the TUCP directory as a marketing tool. In that respect you should periodically verify your firm's certification description and North American Industry Classification System (NAICS) code(s) closely describe the goods or services your firm provides.

Should your firm be awarded an opportunity to participate on a federally funded project, your firm must perform a commercially useful function (CUF). A DBE performs CUF when it is responsible for execution of the work of the contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a CUF, the DBE must also be responsible, with respect to materials and supplies used on the contract, for negotiating price, determining quality and quantity, ordering the material, and installing (where applicable) and paying for the material itself.

For information on TxDOT's contracting and procurement opportunities visit https://www.txdot.gov.

Sincerely,

Michael D. Bryant
Director
Civil Rights Division

Cc: Christina Calvo, Compliance Analyst II

RESUMES OF KEY TEAM MEMBERS

BERNARDINO TRISTAN, P.E.
Chief Executive Officer
Fittz & Shipman, Inc.
Civil Division
14 years with the Firm

EDUCATION:

AAS Computer Drafting Technology, Lamar Institute of Technology, 1998
BS Civil Engineering, Lamar University, 2008
MBA Construction Poject Management, Lamar University, 2021

REGISTRATION:

Licensed Professional Engineer – Texas No. 117017

DUTIES AND ACTIVITIES:

Responsible for design and coordination for roadway design, storm drainage systems, water and sewer utilities, subdivision design, and site design for commercial projects. Coordinates surveying and permitting activities for projects under design.

EXPERIENCE:

Mr. Tristan has over 15 years' experience in Project Management, Civil Engineering, project design, administration, and permitting and an additional 7 years' experience in CAD design.

REPRESENTATIVE PROJECTS:

City of Orange SH 62 Water & Sewer Extension. - design of new 12 inch diameter water line, fire hydrants and gravity sanitary sewer and manholes for new hotel complex. Coordination with TxDOT regarding permitting for construction with TxDOT ROW. Coordination of Project Advertising, Pre-Bid Meeting, Bid Opening, Project Award and Contract Documents.

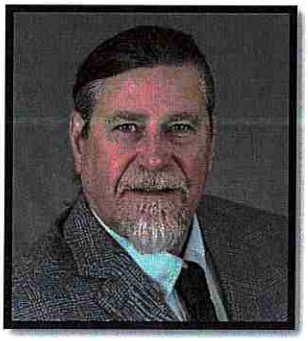
City of Orange Dempsey Road Water Line – design of new 12 inch diameter water line and fire hydrants for SH 62 commercial complex and unincorporated areas. Design included 850 ft. + directional drilling under existing Sabine River Authority and bores under existing Union Pacific Railroad tracks and numerous pipelines. Coordination of Project Advertising, Pre-Bid Meeting, Bid Opening, Project Award and Contract Documents.

Bridge City Elementary School – design for site parking drainage, grading, site ADA compliance for new elementary school. Design of concrete parking areas, storm sewers. Design of Entry Roads from FM 1442 and local residential neighborhood. Coordination with Corps of Engineers regarding wetlands determination on box culvert crossings. Coordination with TxDOT for new roadway entrance. Design of water line loop and fire hydrants.

Booker T. Washington Elementary, Port Arthur Texas. – Design for site parking drainage, grading, and site ADA compliance for new elementary school. Design of concrete parking areas, storm sewers. Coordination with City of Port Arthur for water lines and sanitary sewer service.

Ozen High School Bus Driveway Rehabilitation – design for removal and replacement of existing bus driveway with 8 inch concrete pavement. Design for replacement of existing storm sewer and drainage inlets. Coordination of Project Advertising, Pre-Bid Meeting, Bid Opening, Project Award and Contract Documents.

Vincent Middle School Driveway Rehabilitations – design for removal and replacement of existing bus driveways with 8 inch concrete pavement. Design for replacement of existing storm sewer and drainage inlets. Coordination of Project Advertising, Pre-Bid Meeting, Bid Opening, Project Award and Contract Documents.



MITCHELL L. BRACKIN, R.P.L.S.
Registered Professional Land Surveyor
Fittz & Shipman, Inc.
Civil Division
5 years with the Firm

REGISTRATION:

Registered Professional Land Surveyor – Texas No. 5163

PERSONAL EXPERIENCE:

Mr. Brackin began his surveying career in 1980, working for the United States Geological Survey Department of the Interior, mapping the Southern-half of Toledo Bend Reservoir in Texas and Louisiana. Since that beginning, he has worked with successful engineering and surveying companies acquiring valuable and diverse experience in the industry. Mr. Brackin has been a Registered Professional Land Surveyor since 1996.

PROFESSIONAL EXPERIENCE:

With over forty years' experience in all aspects of the surveying field including but not limited to ALTA/ACSM Land Title Surveys, Boundary Retracement Surveys, Industrial Mapping, Pipeline Route Mapping, ROW (Right Of Way Locations), Telecommunications Surveys, Global Positioning Services, Construction Staking, Topographical Surveying, Subdivision Platting, Mortgage Loan Surveys, FEMA Elevation Certificates, As- Built Surveys.

Past projects include:

Air Products-Pipeline Routing, Tract Maps and Layout, Construction Staking and As Built Surveys
ENTERGY - Electrical Transmission Tract Maps and Layout
Governor Bill Daniels - Oil Well Staking
APAC Texas - Roadway Construction Staking
General Electric Corp - Generation Plant As Built Existing Structures
PSI Cooling Towers - Cooling Tower As - Built
Enron - Fiber Optic River Crossings
AT&T - Communication Tower Surveys
American Towers Corp - Communication Tower Surveys
Spectrasite - Communication Tower Surveys
Clear Channel Communications - Communication Tower Surveys
Jefferson Co. Engineers - Drainage Easements
Motiva Enterprises LLP - Crude Expansion Survey Manager
Circuit of the Americas - Formula One Raceway Qa/Qc Site Surveyor
Iowa Fertilizer Project - Civil Construction Survey Manager

FIRM REGISTRATIONS

Texas Board of Professional Engineers and Land Surveyors

CERTIFICATE OF REGISTRATION

This acknowledges that

FITTZ & SHIPMAN INC.

has fulfilled the requirements of the Texas Board of Professional Engineers and Land Surveyors to offer and perform engineering services in the state of Texas.

Registration Number
F-1160

Expiration Date
9/30/2022

Texas Board of Professional Engineers and Land Surveyors

CERTIFICATE OF REGISTRATION

This acknowledges that

FITTZ & SHIPMAN, INC.

has fulfilled the requirements of the Texas Board of Professional Engineers and Land Surveyors to offer and perform surveying services in the state of Texas.

Registration Number
10018600

Expiration Date
12/31/2022

COMPLETED SPECIFICATIONS PACKET

JEFFERSON COUNTY PURCHASING DEPARTMENT
Deborah L. Clark, Purchasing Agent

1149 Pearl Street
1st Floor, Beaumont, TX 77701

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

August 9, 2022

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

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

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

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

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

REQUEST NAME:	**Elevation Certificates for Flood Pre-Mitigation, Pursuant to Chapter 262, Texas Local Government Code, the County Purchasing Act and 2 CFR Section 200.318-326**
REQUEST NUMBER:	**RFQ 22-044/MR**
DUE DATE/TIME:	**11:00 am CT, Wednesday, August 31, 2022**
MAIL OR DELIVER TO:	**Jefferson County Purchasing Department** **1149 Pearl Street, 1st Floor** **Beaumont, TX 77701**

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

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

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

Sincerely,

Deborah Clark

Deborah L. Clark, Purchasing Agent
Jefferson County, Texas

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

TABLE OF CONTENTS

TABLE OF CONTENTS 1
SECTION 1: INTRODUCTION 2
1.1 PURPOSE 2
1.2 PROCEDURE 2
1.3 EVALUATION COMMITTEE 2
1.4 EVALUATION PROCESS 3
1.5 FIRM's SERVICES 3
1.6 LAWS AND REGULATIONS 3
1.7 INSURANCE REQUIREMENTS 3
1.8 WORKER'S COMPENSATION INSURANCE 4
1.9 TERMS AND CONDITIONS 5
INSERTION PAGE: CERTIFICATE OF INSURANCE (COI) 7
SECTION 2: RFQ SUBMISSION REQUIREMENTS AND SPECIAL REQUIREMENTS 8
BYRD ANTI-LOBBYING CERTIFICATION FORM 21
DEBARMENT/SUSPENSION CERTIFICATION 22
CIVIL RIGHTS COMPLIANCE PROVISIONS 23
SECTION 3: RFQ SUBMISSION REQUIREMENTS AND SPECIAL REQUIREMENTS 25
3.1 SUBMISSION OF QUALIFICATIONS 25
3.2 DEADLINE FOR RESONSE SUBMISSIONS/DELIVERY 25
3.3 COURTHOUSE SECURITY 25
3.4 COUNTY HOLIDAYS (2022) 26
3.5 SUBMISSIONS DURING TIME OF INCLEMENT WEATHER, DISASTER, OR EMERGENCY 26
3.6 PRE-PROPOSAL CONFERENCE 26
3.7 QUESTIONS/DEADLINE FOR QUESTIONS 26
3.8 VENDOR REGISTRATION: SAM (SYSTEM FOR AWARD MANAGEMENT) 26
3.9 FORM 1295 SUBMISSION REQUIREMENT (TEXAS ETHICS COMMISSION) 27
SAMPLE FORM 1295 28
INSERTION PAGE: COMPLETED FORM 1295 29
INSERTION PAGE: SYSTEM FOR AWARD MANAGEMENT (SAM) REGISTRATION PROOF 30
3.10 MINIMUM REQUIMENTS: FIRM INFORMATION 31
3.11 ADDITIONAL INFORMATION FOR RESPONSE INCLUSION 31
3.12 CONFIDENTIAL/PROPRIETARY INFORMATION 31
3.13 EVALUATION SCORING CRITERIA 32
RESPONDENT INFORMATION FORM 33
VENDOR REFERENCE FORM 34
SIGNATURE PAGE 35
CERTIFICATION REGARDING LOBBYING 36
DISCLOSURE OF LOBBYING ACTIVITIES 37
CONFLICT OF INTEREST QUESTIONNAIRE 39
LOCAL GOVERNMENT OFFICER – CONFLICT OF INTEREST DISCLOSURE STATEMENT (OFFICE USE ONLY) 41
RESIDENCE CERTIFICATION/TAX FORM 42
HOUSE BILL 89 VERIFICATION 43
SENATE BILL 252 CERTIFICATION 44
RESPONDENT'S CERTIFICATION 45

SECTION 1: INTRODUCTION: REQUEST FOR STATEMENTS OF QUALIFICATION (RFQ 22-044/MR) Elevation Certificates for Flood Pre-Mitigation

1.1 PURPOSE AND SCOPE OF WORK.

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

PROJECT DESCRIPTION

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

- Develop up to 150 pre-mitigation elevation certificates. The first batch of homes requiring elevation certificates will be up to 4. Subsequent batches of elevation certificates, consisting of 20-40 homes each will be ordered over the next one to two years. *Note: A small percentage of homeowners who will participate in the county elevation project already have elevation certificates, and will not require another elevation certificate, prior to receiving the notice to proceed with the elevation.*

- Firms are to perform all necessary work on all assigned election certificates for each batch of homes, within a thirty (30) day period.

- The awarded firm(s) will be issued a Notice to Proceed for each batch of homes.

MINIMUM REQUIREMENTS

- Minimum of three (3) years' experience of developing elevation certificates.

- Minimum of three (3) years firm and firm ownership/key staff experience in developing elevation certificates.

- Background check, criminal and/or affidavit of no suspensions or criminal actions against owners and or company for non-performance of work.

1.2 PROCEDURE.

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

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

1.3 SELECTION REVIEW COMMITTEE.

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

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

1.4 EVALUATION PROCESS.

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

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

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

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

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

1.5 SURVEYOR FIRM's SERVICES.

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

1.6 LAWS AND REGULATIONS.

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

1.7 INSURANCE.

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

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

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

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

Minimum Insurance Requirements:

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

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

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

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

1.8 WORKER'S COMPENSATION INSURANCE.

1.8.1 Definitions:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1.8.9.7 Contractually require each person with whom it contracts to perform as required by paragraphs **1.8.1. – 1.8.7**., with the certificates of coverage to be provided to the person for whom they are providing services.

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

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

1.9 TERMS AND CONDITIONS.

1. Jefferson County reserves the right to request clarification of information submitted and to request additional information of one or more respondents.

2. Any agreement or contract resulting from this RFQ shall be on forms approved by Jefferson County and shall contain, at minimum, applicable provisions of this document. Jefferson County reserves the right to reject any

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

3. The Surveyor shall not assign any interest in the contract and shall not transfer any interest in the same without prior written consent of the County.

4. No reports, information, or data given to or prepared by the Surveyor under contract shall be made available to any individual or organization by the Surveyor without the prior written approval of the County.

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

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

Client#: 2629 FITSHI

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 03/23/2022

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

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

PRODUCER	CONTACT NAME: Ginny Johnson
J. S. Edwards & Sherlock Insurance Agency, LLP P. O. Box 22237 Beaumont, TX 77720	PHONE (A/C, No, Ext): 409 832-7736 FAX (A/C, No): 409-833-1721 E-MAIL ADDRESS: ginny@edwardsandsherlock.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Wesco Insurance Company	25011
INSURER B : Technology Insurance Company	42376
INSURER C : Texas Mutual Insurance Company	22945
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Fittz & Shipman, Inc.
1405 Cornerstone Ct.
Beaumont, TX 77706

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			WPP165295202	10/04/2021	10/04/2022	EACH OCCURRENCE	$1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$100,000
							MED EXP (Any one person)	$5,000
							PERSONAL & ADV INJURY	$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$2,000,000
	POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$2,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY			WPP188561000	10/04/2021	10/04/2022	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
B	X UMBRELLA LIAB X OCCUR			TUM161978000	10/04/2021	10/04/2022	EACH OCCURRENCE	$5,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$5,000,000
	DED X RETENTION $10000							$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			0001141278	03/24/2022	03/24/2023	X PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N: N	N / A					E.L. EACH ACCIDENT	$1,000,000
	(Mandatory in NH)						E.L. DISEASE - EA EMPLOYEE	$1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	$1,000,000

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

CERTIFICATE HOLDER

SAMPLE CERTIFICATE

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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VJ

Client#: 167875 FITTZSHI

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 7/18/2022

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

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

PRODUCER	CONTACT NAME: Callie Renaud	
USI Southwest 9811 Katy Freeway, Suite 500 Houston, TX 77024 713 490-4600	PHONE (A/C, No, Ext): 713 490-4600	FAX (A/C, No): 713-490-4700
	E-MAIL ADDRESS: callie.renaud@usi.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Aspen Specialty Insurance Company	10717
INSURED Fittz & Shipman, Inc. 1405 Cornerstone Ct. Beaumont, TX 77706-3897	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	☐ OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						☐ PER STATUTE ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐	N / A					E.L. EACH ACCIDENT	$
	(Mandatory in NH)						E.L. DISEASE - EA EMPLOYEE	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	$
A	Professional Liability			AAAE30043601	07/17/2022	07/17/2023	$2,000,000 per claim $2,000,000 annl aggr.	

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

Prof Liab: The aggregate limit is the total insurance available for claims presented within the policy period for all operations of insured. The limit will be reduced by payment of indemnity and expense.

CERTIFICATE HOLDER

Fittz & Shipman Inc
1405 Cornerstone Ct
Beaumont, TX 77706-3897

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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DYGZP

REMEDIES

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

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

TERMINATION FOR CAUSE AND CONVENIENCE

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

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

EQUAL EMPLOYMENT OPPORTUNITY

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

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

1. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:
Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this non-discrimination clause.

2. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

3. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

4. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

6. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation

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

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

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

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

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

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

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

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

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

1. ***Minimum wages.***

   i. All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 193 7 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage dete1mination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

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

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

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

1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

2) The classification is utilized in the area by the construction industry; and

3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

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

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

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

i. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

ii. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided,* That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account asset for the meeting of obligations under the plan or program.

2. ***Withholding.***

The Federal Agency and/or Client shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 193 7 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the (Agency) may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

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

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

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

1) That the payroll for the payroll period contains the information required to be provided under §5.5 (a) (3) (ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a) (3) (i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

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

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

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

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

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

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

ii. ***Trainees.*** Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in

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

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

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

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

6. ***Subcontracts.***

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

7. ***Contract termination: debarment.***

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

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

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

9. ***Breach.***

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

10. ***Disputes concerning labor standards.***

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

11. ***Certification of eligibility.***

1) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis Bacon Act or 29 CFR 5.12(a)(l).

2) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(l).

3) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

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

1) **Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2) **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of $27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

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

4) **Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT

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

(a) Definitions

(1) *Invention* means any invention or discovery which is or may be patentable or otherwise protectable under Title 35 of the United States Code, or any novel variety of *et seq.).*

(2) *Subject invention* means any invention of the *contractor* conceived or first actually reduced to practice in the performance of work under this *contract,* provided that in the case of a variety of plant, the date of determination (as defined in section 41(d) of the Plant Variety Protection Act, 7 U.S.C. 240l (d)) must also occur during the period of *contract* performance.

(3) *Practical Application* means to manufacture in the case of a composition or product, to practice in the case of a process or method, or to operate in the case of a machine or system; and, in each case, under such conditions as to establish that the invention is being utilized and that its benefits are, to the extent permitted by law or government regulations, available to the public on reasonable terms.

(4) *Made* when used in relation to any invention means the conception or first actual reduction to practice of such invention.

(5) *Small Business Firm* means a small business concern as defined at section 2 of Pub. L. 85-536 (15 U.S.C. 632) and implementing regulations of the Administrator of the Small Business Administration. For the purpose of this clause, the size standards for small business concerns involved in government procurement and subcontracting at 13 CFR 121.3-8 and 13 CFR 121.3- 12, respectively, will be used.

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

or educational organization qualified under a state nonprofit organization statute.

(b) Allocation of Principal Rights

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

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

(1) The *contractor* will disclose each subject invention to the *Federal Agency* within two months after the inventor discloses it in writing to *contractor* personnel responsible for patent matters. The disclosure to the agency shall be in the form of a written report and shall identify the *contract* under which the invention was made and the inventor(s). It shall be sufficiently complete in technical detail to convey a clear understanding to the extent known at the time of the disclosure, of the nature, purpose, operation, and the physical, chemical, biological or electrical characteristics of the invention. The disclosure shall also identify any publication, on sale or public use of the invention and whether a manuscript describing the invention has been submitted for publication and, if so, whether it has been accepted for publication at the time of disclosure. In addition, after disclosure to the *agency,* the *Contractor* will promptly notify the *agency* of the acceptance of any manuscript describing the invention for publication or of any on sale or public use planned by the *contractor.*

(2) The *Contractor* will elect in writing whether or not to retain title to any such invention by notifying the *Federal agency* within two years of disclosure to the *Federal agency.* However, in any case where publication, on sale or public use has initiated the one-year statutory period wherein valid patent protection can still be obtained in the United States, the period for election of title may be shortened by the *agency* to a date that is no more than 60 days prior to the end of the statutory period.

(3) The *contractor* will file its initial patent application on a subject invention to which it elects to retain title within one year after election of title or, if earlier, prior to the end of any statutory period wherein valid patent protection can be obtained in the United States after a publication, on sale, or public use. The *contractor* will file patent applications in additional countries or international patent offices within either ten months of the corresponding initial patent application or six months from the date permission is granted by the Commissioner of Patents and Trademarks to file foreign patent applications where such filing has been prohibited by a Secrecy Order.

(4) Requests for extension of the time for disclosure, election, and filing under subparagraphs (1), (2), and (3) may, at the discretion of the *agency,* be granted.

(d) Conditions When the Government May Obtain Title

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

(1) If the *contractor* fails to disclose or elect title to the subject invention within the times specified in (c), above, or elects not to retain title; provided that the *agency* may only request title within 60 days after learning of the failure of the *contractor* to disclose or elect within the specified times.

(2) In those countries in which the *contractor* fails to file patent applications within the times specified in (c) above; provided, however, that if the *contractor* has filed a patent application in a country after the times specified in (c) above, but prior to its receipt of the written request of the *Federal agency,* the *contractor* shall continue to retain title in that country.

(3) In any country in which the *contractor* decides not to continue the prosecution of any application for, to pay the maintenance fees on, or defend in reexamination or opposition proceeding on, a patent on a subject invention.

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

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

(2) The *contractor's* domestic license may be revoked or modified by the *funding Federal agency* to the extent necessary to achieve expeditious practical application of the subject invention pursuant to an application for an exclusive license submitted in accordance with applicable provisions at 37 CFR part 404 and *agency*

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

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

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

(1) The *contractor* agrees to execute or to have executed and promptly deliver to the *Federal agency* all instruments necessary to

(i) establish or confirm the rights the Government has throughout the world in those subject inventions to which the *contractor* elects to retain title, and

(ii) convey title to the *Federal agency* when requested under paragraph (d) above and to enable the government to obtain patent protection throughout the world in that subject invention.

(2) The *contractor* agrees to require, by written agreement, its employees, other than clerical and nontechnical employees, to disclose promptly in writing to personnel identified as responsible for the administration of patent matters and in a format suggested by the *contractor* each subject invention made under *contract* in order that the *contractor* can comply with the disclosure provisions of paragraph (c), above, and to execute all papers necessary to file patent applications on subject inventions and to establish the government's rights in the subject inventions. This disclosure format should require, as a minimum, the information required by (c) (l), above. The *contractor* shall instruct such employees through employee agreements or other suitable educational programs on the importance of reporting inventions in sufficient time to permit the filing of patent applications prior to U.S. or foreign statutory bars.

(3) The *contractor* will notify the *Federal agency* of any decisions not to continue the prosecution of a patent application, pay maintenance fees, or defend in a reexamination or opposition proceeding on a patent, in any country, not less than thirty days before the expiration of the response period required by the relevant patent office.

(4) The *contractor* agrees to include, within the specification of any United States patent applications and any patent issuing thereon covering a subject invention, the following statement, "This invention was made with government support under (identify the *contract)* awarded by (identify the Federal agency). The government has certain rights in the invention."

(g) Subcontracts

(1) The *contractor* will include this clause, suitably modified to identify the parties, in all subcontracts, regardless of tier, for experimental, developmental or research work. The subcontractor will retain all rights provided for the *contractor* in this clause, and the *contractor* will not, as part of the consideration for awarding the subcontract, obtain rights in the subcontractor's subject inventions.

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

(h) Reporting on Utilization of Subject Inventions

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

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

(i) Preference for United States Industry

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

(j) March-in Rights

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

(1) Such action is necessary because the *contractor* or assignee has not taken or is not expected to take within a reasonable time, effective steps to achieve practical application of the subject invention in such field of use.

(2) Such action is necessary to alleviate health or safety needs which are not reasonably satisfied by the *contractor,* assignee or their licensees;

(3) Such action is necessary to meet requirements for public use specified by Federal regulations and such requirements are not reasonably satisfied by the *contractor,* assignee or licensees; or

(4) Such action is necessary because the agreement required by paragraph (i) of this clause has not been obtained or waived or because a licensee of the exclusive right to use or sell any subject invention in the United States is in breach of such agreement.

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

(1) Rights to a subject invention in the United States may not be assigned without the approval of the *Federal agency,* except where such assignment is made to an organization which has as one of its primary functions the management of inventions, provided that such assignee will be subject to the same provisions as the *contractor;*

(2) The *contractor* will share royalties collected on a subject invention with the inventor, including Federal employee co-inventors (when the agency deems it appropriate) when the subject invention is assigned in accordance with 35 U.S.C. 202(e) and 37 CFR 401.10;

(3) The balance of any royalties or income earned by the *contractor* with respect to subject inventions, after payment of expenses (including payments to inventors) incidental to the administration of subject inventions, will be utilized for the support of scientific research or education; and

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

(l) Communication

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

_____

_____

_____

_____

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

Bernardino Tristan

Signature of Contractor's Authorized Official

Bernardino Tristan, CEO

Name and Title of Contractor's Authorized Official

August 26, 2022

Date

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

CIVIL RIGHTS COMPLIANCE PROVISIONS

1. EQUAL EMPLOYMENT OPPORTUNITY (Equal Opportunity Clause)

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

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

1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

   Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

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

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.

Bernardino Tristan

Signature of Contractor's Authorized Official

Bernardino Tristan, CEO

Name and Title of Contractor's Authorized Official

August 26, 2022

Date

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

SECTION 3: RFQ SUBMISSION INSTRUCTIONS AND SPECIAL REQUIREMENTS

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

3.1 SUBMISSION OF QUALIFICATIONS.

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

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

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

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

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

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

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

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

3.2 DEADLINE FOR RESPONSE SUBMISSIONS/DELIVERY.

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

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

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

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

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

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

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

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

3.3 COURTHOUSE SECURITY.

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

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

Respondents are strongly urged to plan accordingly.

3.4 COUNTY HOLIDAYS (2022).

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

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

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

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

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

3.6 PRE-PROPOSAL CONFERENCE.

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

3.7 QUESTIONS/DEADLINE FOR QUESTIONS.

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

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

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

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

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

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

3.9 FORM 1295 SUBMISSION REQUIREMENT (TEXAS ETHICS COMMISSION).

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

INSTRUCTIONS:

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

2. Submit a FORM 1295 hard copy (completed & signed by an Authorized Agent of the Awarded Vendor), to the Jefferson County Purchasing Department WITH RFQ SUBMISSION.

FORM 1295, Completion Instructions, and Login Instructions are available via the Texas Ethics Commission Website at: https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

SAMPLE: A sample of a completed FORM 1295 is included on PAGE 27.

FORM 1295 Implementation Background:

In accordance with House Bill 1295 (passed January 1, 2016), Vendors entering into contracts and professional agreements with Jefferson County will be required to complete a Certificate of Interested Parties (FORM 1295), **unless contract is considered exempt as described below.**

In 2017, the Texas legislature amended the law to require Form 1295 to include an "unsworn declaration" which includes, among other things, the date of birth and address of the authorized representative signing the form. The unsworn declaration, including the date of birth and address of the signatory, replaces the notary requirement that applied to contracts entered into before January 1, 2018. The TEC filing application does not capture the date of birth or street address of the signatory and it will not appear on forms that are filed using the TEC filing application.

Changes to the law requiring certain businesses to file a Form 1295 are in effect for contracts entered into or amended on or after January 1, 2018. The changes exempt businesses from filing a Form 1295 for certain types of contracts and replace the need for a completed Form 1295 to be notarized. Instead, the person filing a 1295 needs to complete an "unsworn declaration."

FORM 1295 EXEMPTIONS:

What type of contracts are exempt from the Form 1295 filing requirement under the amended law?

The amended law adds to the list of types of contract exempt from the Form 1295 filing requirement.

A completed Form 1295 is not required for:

- a sponsored research contract of an institution of higher education
- an interagency contract of a state agency or an institution of higher education
- a contract related to health and human services if: the value of the contract cannot be determined at the time the contract is executed; and o any qualified vendor is eligible for the contract
- a contract with a publicly traded business entity, including a wholly owned subsidiary of the business entity
- a contract with an electric utility, as that term is defined by Section 31.002, Utilities Code
- a contract with a gas utility, as that term is defined by Section 121.001, Utilities Code

SAMPLE: FORM 1295

CERTIFICATE OF INTERESTED PARTIES — FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY

1 **Name of business entity filing form, and the city, state and country of the business entity's place of business.**

YOUR FIRM NAME HERE

2 **Name of governmental entity or state agency that is a party to the contract for which the form is being filed.**

**JEFFERSON COUNTY, TEXAS*

3 **Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.**

BID/CONTRACT/PO NUMBER GOES HERE

4 Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
		Controlling	Intermediary
NAME OF PERSON/PERSONS THAT OWN BUSINESS GOES HERE. MUST LIST ANY PERSON THAT DOES NOT WORK FOR THE COMPANY LISTED IN #1 THAT WILL PROFIT FROM THE BID/CONTRACT/PO			

5 **Check only if there is NO Interested Party.** ☐ **ONLY CHECK IF NO CONTROLLING OR INTERMEDIARY PARTY**

6 **UNSWORN DECLARATION** Vendor is to complete #6 - Unsworn Declaration

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____ County, State of _____, on the _____ day of _____, 20_____.
(month) (year)

_____
Signature of authorized agent of contracting business entity
(Declarant)

ADD ADDITIONAL PAGES AS NECESSARY

Form provided by Texas Ethics Commission www.ethics.state.tx.us Revised 12/22/2017

Must file online at www.ethics.state.tx.us/File

RESPONDENT: INSERT COMPLETED FORM 1295 BEHIND THIS PAGE.

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2022-922613

Date Filed:
08/16/2022

Date Acknowledged:

1 **Name of business entity filing form, and the city, state and country of the business entity's place of business.**
Fittz & Shipman, Inc.
Beaumont, TX United States

2 **Name of governmental entity or state agency that is a party to the contract for which the form is being filed.**
Jefferson County, 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.**
RFQ 22-044/MR
Request for Qualifications (22-044/MR) Elevation Certificates for Flood Pre-Mitigation, Pursuant to Chapter 262, Texas Local Government Code, the County Purchasing Act and 2 CFR Section 200.318-326

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Tristan, Bernardino	Beaumont, TX United States	X	
Dotson, Daniel	Beaumont, TX United States	X	
King, Donald	Beaumont, TX United States	X	
Shipman, Terry	Beaumont, TX United States	X	

5 **Check only if there is NO Interested Party.** ☐

6 UNSWORN DECLARATION

My name is Bernardino Tristan, and my date of birth is 8/28/1977.

My address is 9120 Riggs (street), Beaumont (city), TX (state), 77707 (zip code), USA (country).

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Jefferson County, State of Texas, on the 26th day of August (month), 20 22 (year).

Bernardino Tristan
Signature of authorized agent of contracting business entity
(Declarant)

BIDDER: INSERT PROOF OF SYSTEM FOR AWARD MANAGEMENT (SAM) REGISTRATION PROOF HERE. THE WEBSITE FOR REGISTRATION IS SAM.GOV.

SAM.GOV

Entities Search Results 1 Total Results

Filter by:

Entity Name	Keyword (ALL)	Status
"Fittz & Shipman Inc."	"Fittz & Shipman"	active

Fittz & Shipman, Inc. ● Active Registration

Unique Entity ID: T85FP3JRC9J8

CAGE/NCAGE: 7RHX6

Physical Address:
1405 Cornerstone CT
Beaumont , TX
77706 USA

Expiration Date:
Mar 26, 2023

Purpose of Registration:
All Awards

SAM.GOV

Entities Search Results 0 Total Results

Filter by:

Keyword	Location	Status
"Bernardino Tristan" "Daniel Dotson" "Donald King" "Terry Shipman"	Zip Code: 77706	Active

3.10 MINIMUM REQUIREMENTS: FIRM INFORMATION TO BE INCLUDED IN RESPONSE.

Firms desiring to be considered for Surveyor for Jefferson County are required to submit a Statement of Qualifications and Experience in order to be considered for contracts under this procedure. Only firms with statements submitted in response to this Request for Qualifications will be evaluated. The statement should contain, at a minimum, the following:

1. Name of the firm wishing to contract with the County.
2. Firm's local address.
3. Firm's corporate or main office address.
4. Number of years the firm has been in business.
5. Names, qualifications, and experience of professional staff who would be assigned to Jefferson County.
6. Firm's organization chart.
7. Biographies or resumes, including home office location and other relevant information, for each key staff member likely to be assigned to a project.
8. Names, titles, address, and telephone numbers of persons who are authorized to negotiate for and contractually bind the firm. One of these persons should sign the response. A contact must be named for addressing questions generated during the evaluation process.
9. A description of representative work accomplished for all jobs within the past five (5) years.
10. Provide a detailed summary of the firm's experience in providing the kinds of services specified in this RFQ to governmental entities.
11. Describe reasons why the firm would be uniquely qualified to provide survey services to Jefferson County.
12. Describe any unique services offered by your firm.
13. A list of references, other than Jefferson County, who have contracted the types of work the firm, is offering to perform. A reference form is included on Page 32 of this package.

3.11 ADDITIONAL INFORMATION TO BE INCLUDED IN RESPONSE.

1. Provide a listing of all current litigation(s), outstanding judgements and liens affecting the firm.

3.12 CONFIDENTIAL/PROPRIETARY INFORMATION.

If any material in the Statement of Qualifications is considered by Respondent to be confidential or proprietary information (including manufacturing and/or design processes exclusive to the Respondent), Respondent **must** clearly mark the applicable pages of Respondent's Statement of Qualifications to indicate each claim of confidentiality. Additionally, Respondent must include a statement on company letterhead identifying all Statement of Qualifications section(s) and page(s) that have been marked as confidential. Jefferson County will protect from public disclosure such portions of a Statement of Qualifications, unless directed otherwise by legal authority, including existing open records acts. Merely making a blanket claim that the entire Statement of Qualifications submission is protected from disclosure because it contains some proprietary information is not acceptable, and will make the entire Statement of Qualifications subject to release under the Texas Public Information Act.

By submitting a Statement of Qualifications, Respondent agrees to reproduction by Jefferson County, without cost or liability, of any copyrighted portions of Respondent's Statement of Qualifications submission or other information submitted by Respondent.

3.13 EVALUATION SCORING CRITERIA FOR RFQ RESPONSES

The appointed Evaluation Committee will consider the following criteria in evaluating responses:

Technical Approach.....20 points

Firm Experience, Stability and References.....40 points

Workload Capacity.....10 points

Professional Qualifications and Individual Experience.....30 points

RESPONDENT INFORMATION FORM

Instructions: Complete the form below. Please provide legible, accurate, and complete contact information. PLEASE PRINT.

RFQ Number & Name: (RFQ 22-044/MR) Elevation Certificates for Flood Pre-Mitigation

Respondent's Company/Business Name: Fittz & Shipman, Inc.

Respondent's TAX ID Number: 74-2087306

If Applicable: HUB Vendor No. 504159 DBE Vendor No. 20799723

Contact Person: Bernardino Tristan **Title:** Chief Executive Officer

Phone Number (with area code): 409-832-7238

Alternate Phone Number if available (with area code): 409-893-9988

Fax Number (with area code): 409-832-7303

Email Address: btristan@fittzshipman.com

Mailing Address (Please provide a physical address for bid bond return, if applicable):

1405 Cornerstone Court
Address
Beaumont, Texas 77706
City, State, Zip Code

REQUIRED FORM
Respondent: Please complete this form and include with RFQ submission.

VENDOR REFERENCES FORM

Respondent: Please list at least three (3) companies or governmental agencies (preferably a municipality) where the same or similar products and/or services as contained in this specification package were recently provided.

REQUIRED FORM
Respondent: Please complete this form and include with RFQ submission.

REFERENCE ONE

Government/Company Name: **Lamar University**

Address: **PO Box 10112, Beaumont, Texas 77710**

Contact Person and Title: **Ms. Katherine Miller, AIA, Assistant Vice President**

Phone: **409-880-8109** Fax:

Email Address: **KMiller31@Lamar.edu** Contract Period: **Ongoing**

Scope of Work: **Topographic Survey, Sub Surface Utility Survey**

REFERENCE TWO

Government/Company Name: **City of Port Arthur**

Address: **444 Fourth Street, Port Arthur, Texas 77640**

Contact Person and Title: **Mr. John Cannetella, City Engineer**

Phone: **409-983-8182** Fax:

Email Address: **John.Cannatella@PortArthurTX.gov** Contract Period: **Ongoing**

Scope of Work: **Land Boundary Survey, Topographic Survey**

REFERENCE THREE

Government/Company Name: **Entergy Services LLC**

Address: **639 Loyola Avenue, New Orleans, Louisiana 70113**

Contact Person and Title: **Mr. Preston Maronge, Sr.**

Phone: **504-576-7172** Fax:

Email Address: **PMarong@Entergy.com** Contract Period: **Ongoing**

Scope of Work: **Land Boundary Survey, Topographic Survey, Lidar Survey**

SIGNATURE PAGE

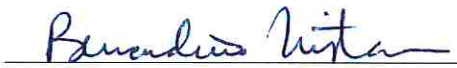
As permitted under Article 4413 (32c) V.A.C.S., other governmental entities may wish to participate under the same terms and conditions contained in this contract (i.e., piggyback). In the event any other entity participates, all purchase orders will be issued directly from and shipped directly to the 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 [X] No [ ]

This Statement of Qualifications/RFQ Response shall remain in effect for ninety (90) days from RFQ opening and shall be exclusive of federal excise and state and local sales tax (exempt).

The undersigned agrees, if this RFQ response is accepted, to furnish any and all items upon which prices are offered, at the price and upon the terms and conditions contained in the Request for Statements of Qualification, Conditions of RFQ Response, Terms of Contract, and Specifications and all other items made a part of the accepted contract.

The undersigned affirms that they are duly authorized to execute the contract, that this company, corporation, firm, partnership or individual has not prepared this RFQ response in collusion with any other Respondent, and that the contents of this RFQ response as to prices, terms or conditions of said response have not been communicated by the undersigned nor by any employee or agent to any other RFQ Respondent or to any other person(s) engaged in this type of business prior to the official opening of this RFQ. And further, that neither the Respondent nor their employees nor agents have been for the past six (6) months directly nor indirectly concerned in any pool or agreement or combination to control the price of goods or services on, nor to influence any person to respond or not to respond thereon.

Fittz & Shipman, Inc.	
RFQ Respondent (Entity Name)	Signature
1405 Cornerstone Court	Bernardino Tristan
Street & Mailing Address	Print Name
Beaumont, Texas 77706	August 26, 2022
City, State & Zip	Date Signed
409-832-7238	409-832-7303
Telephone Number	Fax Number
btristan@fittzshipman.com	
E-mail Address	

REQUIRED FORM
Respondent: Please complete this form and include with RFQ submission.

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The Contractor, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Bernardino Tristan, Chief Executive Officer

Name and Title of Contractor's Authorized Official *(Please Print)*

August 26, 2022

Date

REQUIRED FORM
Respondent: Please complete this form and include with RFQ submission.

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether sub-awardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.

2. Identify the status of the covered Federal action.

3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.

4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the sub-awardee, e.g., the first sub-awardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.

5. If the organization filing the report in item 4 checks "Sub-awardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.

6. Enter the name of the federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.

7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.

8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFQ) number; Invitations for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Included prefixes, e.g., "RFQ-DE-90-001."

9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.

10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).

11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503

Approved by OMB
0348-0046

Disclosure of Lobbying Activities

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure)

Type of Federal Action:	**Status of Federal Action:**	**Report Type:**
a. contract A b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	a. bid/offer/application A b. initial award c. post-award	a. initial filing A b. material change

Name and Address of Reporting Entity:	**If Reporting Entity in No. 4 is Sub-awardee,** Enter Name and Address of Prime:
X Prime _____ Sub-awardee Tier_____, if Known: **Fittz & Shipman, Inc.** **1405 Cornerstone Court** **Beaumont, Texas 77706** **Congressional District, if known:**	**Congressional District, if known:**
Federal Department/Agency:	**7. Federal Program Name/Description:** CFDA Number, *if applicable*: _____
Federal Action Number, *if known:*	**9. Award Amount,** *if known:* $
10. a. Name and Address of Lobbying Registrant *(if individual, last name, first name, MI):*	**b. Individuals Performing Services** *(including address if different from No. 10a) (last name, first name, MI):*
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.	**Signature:** Bernardino Tristan **Print Name:** Bernardino Tristan **Title:** CEO **Telephone No.** 409-832-7238 **Date:** 8/26/2022
Federal Use Only	Authorized for Local Reproduction Standard Form - LLL (Rev. 7-97)

REQUIRED FORM
Respondent: Please complete this form and include with RFQ submission.

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

(A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;

(B) a transaction conducted at a price and subject to terms available to the public; or

(C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

***

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds $2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than $100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

Form provided by Texas Ethics Commission www.ethics.state.tx.us Revised 11/30/2015

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

OFFICE USE ONLY
Date Received

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.

1 **Name of vendor who has a business relationship with local governmental entity.**

Fittz & Shipman, Inc.

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information in this section is being disclosed.**

NONE

Name of Officer

This section (item 3 including subparts A, B, C, & D) must be completed for each officer with whom the vendor has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the vendor?

NA ☐ 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?

NA ☐ 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?

NA ☐ Yes ☐ No

D. Describe each employment or business and family relationship with the local government officer named in this section.

NA

4 Brandon Fittz

Signature of vendor doing business with the governmental entity

August 26, 2022

Date

Adopted 8/7/2015

REQUIRED FORM
Respondent: Please complete this form and include with RFQ submission.

LOCAL GOVERNMENT OFFICER
CONFLICTS DISCLOSURE STATEMENT – OFFICE USE ONLY

LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT

FORM CIS

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This is the notice to the appropriate local governmental entity that the following local government officer has become aware of facts that require the officer to file this statement in accordance with Chapter 176, Local Government Code.

OFFICE USE ONLY

Date Received

1 **Name of Local Government Officer**

2 **Office Held**

3 **Name of vendor described by Sections 176.001(7) and 176.003(a), Local Government Code**

4 **Description of the nature and extent of employment or other business relationship with vendor named in item 3**

5 **List gifts accepted by the local government officer and any family member, if aggregate value of the gifts accepted from vendor named in item 3 exceeds $100 during the 12-month period described by Section 176.003(a)(2)(B).**

Date Gift Accepted _____ Description of Gift _____

Date Gift Accepted _____ Description of Gift _____

Date Gift Accepted _____ Description of Gift _____

(attach additional forms as necessary)

6 **AFFIDAVIT**

I swear under penalty of perjury that the above statement is true and correct. I acknowledge that the disclosure applies to each family member (as defined by Section 176.001(2), Local Government Code) of this local government officer. I also acknowledge that this statement covers the 12-month period described by Section 176.003(a)(2)(B), Local Government Code.

_____
Signature of Local Government Officer

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20 _____, to certify which, witness my hand and seal of office.

_____ _____ _____
Signature of officer administering oath | Printed name of officer administering oath | Title of officer administering oath

Adopted 8/7/2015

THIS FORM IS FOR OFFICE USE ONLY

RESIDENCE CERTIFICATION/TAX FORM

Pursuant to Texas Government Code §2252.001 *et seq.*, as amended, Jefferson County requests Resident Certification. §2252.001 *et seq.* of the Government Code provides some restrictions on the awarding of governmental contracts; pertinent provisions of §2252.001 are stated below:

(3) "Non-resident RFQ Respondent" refers to a person who is not a resident.

(4) "Resident RFQ Respondent" refers to a person whose principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

☒ I certify that **Fittz & Shipman, Inc.** [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.):	74-2087306
Company Name submitting bid/proposal/response:	Fittz & Shipman, Inc.
Mailing address:	1405 Cornerstone Court, Beaumont, Texas 77706
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**
173141	1405 Cornerstone Court, Beaumont, TX 77706

* This is the property amount identification number assigned by the Jefferson County Appraisal District.

** For real property, specify the property address or legal description. For business property, specify the address where the property is located. For example, office equipment will normally be at your office, but inventory may be stored as a warehouse or other location.

REQUIRED FORM
Respondent: Please complete this form and include with RFQ submission.

HOUSE BILL 89 VERIFICATION

I, Bernardino Tristan, the undersigned representative of (company or business name) Fittz & Shipman, Inc. (heretofore referred to as company) being an adult over the age of eighteen (18) years of age, after being duly sworn by the undersigned notary, do hereby depose and verify under oath that the company named above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270:

1. Does not boycott Israel currently; and
2. Will not boycott Israel during the term of the contract.

Pursuant to Section 2270.002, Texas Government Code:

1. "**Boycott Israel**" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made ordinary business purposes; and

2. "**Company**" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or an limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business association that exist to make a profit.

Bernardino Tristan
Signature of Company Representative

August 26, 2022
Date

On this 26th day of August, 2022, personally appeared

Bernardino Tristan, the above-named person, who after by me being duly sworn, did swear and confirm that the above is true and correct.

Notary Seal

REBECCA L. PELLERIN
My Notary ID # 11965411
Expires May 9, 2024

Rebecca L. Pellerin
Notary Signature

August 26, 2022
Date

REQUIRED FORM
Respondent: Please complete this form and include with RFQ submission.

SENATE BILL 252 CERTIFICATION

On this day, I, Deborah L. Clark, Purchasing Agent for Jefferson County, Texas, pursuant to Texas Government Code, Chapter 2252, Section 2252.152 and Section 2252.153, certify that I did review the website of the Comptroller of the State of Texas concerning the listing of companies that is identified under Section 806.051, Section 807.051, or Section 2253.253 and I have ascertained that the below named company is not contained on said listing of companies which do business with Iran, Sudan, or any Foreign Terrorist Organization.

Fittz & Shipman, Inc.
Company Name

RFQ 22-044/MR
IFB/RFP/RFQ number

Certification check performed by:

_____
Purchasing Representative

_____
Date

REQUIRED FORM
Respondent: Please complete this form and include with RFQ submission.

RESPONDENT'S CERTIFICATION

I have carefully examined the Request for Proposal Specifications, and any other documents accompanying or made a part of this Request for Proposals.

I hereby propose to furnish the goods or services specified in the Request for Proposal. I agree that my proposal will remain firm for a period of up to **120 days** in order to allow Jefferson County adequate time to evaluate the qualifications submitted.

I verify that all information contained in this proposal is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this proposal on behalf of the firm as its act and deed and that the firm is ready, willing and able to perform if awarded the contract.

I further certify, under oath, that this proposal is made without prior understanding, agreement, connection, discussion, or collusion with any other person, firm or corporation submitting a proposal for the same product or service: no officer, employee or agent of Jefferson County or any other Respondent is interested in said proposal: and that the undersigned executed this Respondent's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

Fittz & Shipman, Inc.
NAME OF BUSINESS

BY:
Bernardino Tristan
SIGNATURE

Bernardino Tristan, CEO
NAME & TITLE, TYPED OR PRINTED

1405 Cornerstone Court
MAILING ADDRESS

Beaumont, Texas 77706
CITY, STATE, ZIP CODE

(409 832-7238
TELEPHONE NUMBER

Sworn to and subscribed before me
this 26th day of
August, 2022

Rebecca L. Pellerin
Notary Public

State of Texas

My Commission Expires: May 9, 2024

REBECCA L. PELLERIN
My Notary ID # 11965411
Expires May 9, 2024

REQUIRED FORM
Respondent: Please complete this form and include with RFQ submission.

JEFFERSON COUNTY PURCHASING DEPARTMENT
Deborah L. Clark, Purchasing Agent

1149 Pearl Street
1st Floor, Beaumont, TX 77701

OFFICE MAIN: (409) 835-8593
FAX: (409) 835-8456

August 9, 2022

Request for Statements of Qualifications
(RFQ 22-044/MR) Elevation Certificates for Flood Pre-Mitigation, Pursuant to Chapter 262, Texas Local Government Code, the County Purchasing Act and 2 CFR Section 200.318-326

Jefferson County is seeking submittals from qualified firms to provide professional surveying in accordance with Request for Statements of Qualifications (RFQ 22-044/MR) **Elevation Certificates for Flood Pre-Mitigation, Pursuant to Chapter 262, Texas Local Government Code, the County Purchasing Act and 2 CFR Section 200.318-326**

All interested firms should obtain a "Request for Qualifications" specifications packet from the Jefferson County Purchasing webpage at: https://www.co.jefferson.tx.us/Purchasing/

All submittals shall be evaluated by an Evaluation Committee. This committee will evaluate submissions to this request and select the firm that is most qualified, responsive, and experienced.

Responses are to be sealed and addressed to the Purchasing Agent with the request for qualifications number and name marked on the outside of the envelope or box. All responses shall be submitted with an original and (five) 5 copies, to the Jefferson County Purchasing Department, 1149 Pearl Street, 1st Floor, Beaumont, Texas 77701, no later than 11:00 am CT, Wednesday, August 31, 2022. Jefferson County does not accept responses submitted electronically. Responses will be publicly opened and the names of responding firms will be read aloud in the Jefferson County Engineering Department Conference Room (5th Floor, Historic Courthouse) 1149 Pearl Street, Beaumont, Texas 77701 at the time and date below. Statements of Qualifications received after that time will be considered late and will be returned unopened. Inquiries shall be directed to Mistey Reeves, Assistant Purchasing Agent at 409-835-8593 or mreeves@co.jefferson.tx.us. If no response in 72 hours, contact Deborah Clark, Purchasing Agent at 409-835-8593 or dclark@co.jefferson.tx.us.

REQUEST NAME:	**Elevation Certificates for Flood Pre-Mitigation, Pursuant to Chapter 262, Texas Local Government Code, the County Purchasing Act and 2 CFR Section 200.318-326**
REQUEST NUMBER:	**RFQ 22-044/MR**
DUE DATE/TIME:	**11:00 am CT, Wednesday, August 31, 2022**
MAIL OR DELIVER TO:	**Jefferson County Purchasing Department** **1149 Pearl Street, 1st Floor** **Beaumont, TX 77701**

Jefferson County encourages Disadvantaged Business Enterprises (DBEs), Minority/Women Business Enterprises (M/WBEs), and Historically Underutilized Businesses (HUBs) to participate in the bidding process. Jefferson County does not discriminate on the basis of race, color, national origin, sex, religion, age or disability in employment, or the provisions of services. Individuals requiring special accommodations are requested to contact our office at least seven (7) days prior to the bid due date (at 409-835-8593) to make appropriate arrangements.

All interested firms are invited to submit a proposal in accordance with the terms and conditions stated in this request.

Respondents are strongly encouraged to carefully read the entire invitation, as failure to return and/or complete all required documentation will result in a response being declared as non-responsive.

Sincerely,

Deborah Clark

Deborah L. Clark, Purchasing Agent
Jefferson County, Texas

PUBLISH:
Beaumont Enterprise & Port Arthur News:
August 10th & 17th, 2022
Examiner **August 18, 2022**

TABLE OF CONTENTS 1
SECTION 1: INTRODUCTION 2
1.1 PURPOSE 2
1.2 PROCEDURE 2
1.3 EVALUATION COMMITTEE 2
1.4 EVALUATION PROCESS 3
1.5 FIRM's SERVICES 3
1.6 LAWS AND REGULATIONS 3
1.7 INSURANCE REQUIREMENTS 3
1.8 WORKER'S COMPENSATION INSURANCE 4
1.9 TERMS AND CONDITIONS 5
INSERTION PAGE: CERTIFICATE OF INSURANCE (COI) 7
SECTION 2: RFQ SUBMISSION REQUIREMENTS AND SPECIAL REQUIREMENTS 8
BYRD ANTI-LOBBYING CERTIFICATION FORM 21
DEBARMENT/SUSPENSION CERTIFICATION 22
CIVIL RIGHTS COMPLIANCE PROVISIONS 23
SECTION 3: RFQ SUBMISSION REQUIREMENTS AND SPECIAL REQUIREMENTS 25
3.1 SUBMISSION OF QUALIFICATIONS 25
3.2 DEADLINE FOR RESONSE SUBMISSIONS/DELIVERY 25
3.3 COURTHOUSE SECURITY 25
3.4 COUNTY HOLIDAYS (2022) 26
3.5 SUBMISSIONS DURING TIME OF INCLEMENT WEATHER, DISASTER, OR EMERGENCY 26
3.6 PRE-PROPOSAL CONFERENCE 26
3.7 QUESTIONS/DEADLINE FOR QUESTIONS 26
3.8 VENDOR REGISTRATION: SAM (SYSTEM FOR AWARD MANAGEMENT) 26
3.9 FORM 1295 SUBMISSION REQUIREMENT (TEXAS ETHICS COMMISSION) 27
SAMPLE FORM 1295 28
INSERTION PAGE: COMPLETED FORM 1295 29
INSERTION PAGE: SYSTEM FOR AWARD MANAGEMENT (SAM) REGISTRATION PROOF 30
3.10 MINIMUM REQUIMENTS: FIRM INFORMATION 31
3.11 ADDITIONAL INFORMATION FOR RESPONSE INCLUSION 31
3.12 CONFIDENTIAL/PROPRIETARY INFORMATION 31
3.13 EVALUATION SCORING CRITERIA 32
RESPONDENT INFORMATION FORM 33
VENDOR REFERENCE FORM 34
SIGNATURE PAGE 35
CERTIFICATION REGARDING LOBBYING 36
DISCLOSURE OF LOBBYING ACTIVITIES 37
CONFLICT OF INTEREST QUESTIONNAIRE 39
LOCAL GOVERNMENT OFFICER – CONFLICT OF INTEREST DISCLOSURE STATEMENT (OFFICE USE ONLY) 41
RESIDENCE CERTIFICATION/TAX FORM 42
HOUSE BILL 89 VERIFICATION 43
SENATE BILL 252 CERTIFICATION 44
RESPONDENT'S CERTIFICATION 45

1.1 PURPOSE AND SCOPE OF WORK.

Jefferson County is requesting statements of qualifications and experience from all interested surveying firms desiring to provide professional surveying services for the County as the need for these services arises. The range of services to provide will be broad and will involve developing pre-mitigation elevation certificates for homes that will be elevated in Jefferson County. **This RFQ will be utilized to engage firms for future, undefined projects, and an indefinite quantity of surveying services as need arises.**

PROJECT DESCRIPTION

Jefferson County is seeking qualified surveying firm(s) to assist the County by developing pre-mitigation elevation certificates for homes that will be elevated in the Jefferson County Hazard Mitigation Grant Program Elevation Project. Jefferson County intends to enter into an Agreement with one (1) or more prime firm(s) to provide services for the following:

- Develop up to 150 pre-mitigation elevation certificates. The first batch of homes requiring elevation certificates will be up to 4. Subsequent batches of elevation certificates, consisting of 20-40 homes each will be ordered over the next one to two years. *Note: A small percentage of homeowners who will participate in the county elevation project already have elevation certificates, and will not require another elevation certificate, prior to receiving the notice to proceed with the elevation.*

- Firms are to perform all necessary work on all assigned election certificates for each batch of homes, within a thirty (30) day period.

- The awarded firm(s) will be issued a Notice to Proceed for each batch of homes.

MINIMUM REQUIREMENTS

- Minimum of three (3) years' experience of developing elevation certificates.

- Minimum of three (3) years firm and firm ownership/key staff experience in developing elevation certificates.

- Background check, criminal and/or affidavit of no suspensions or criminal actions against owners and or company for non-performance of work.

1.2 PROCEDURE.

Firms are encouraged to submit statements of qualifications and experience to be kept on file in the Jefferson County Purchasing Department. For a given project, the responsible Jefferson County Commissioners' Court will appoint a selection committee, which will evaluate responses and select, in order of preference, a short list of at least three firms. Responses will be ranked on the basis of demonstrated experience, competence, and qualifications. Fees, price, work hours, or any other cost information will not be considered in the development of the short list.

Jefferson County will then enter into negotiations with the highest qualified firm. The negotiations will first establish the scope, terms and conditions, and time limits for the proposed contract. Once agreement is reached between Jefferson County and the selected firm, the County will request a fee proposal from the firm. If agreement is reached, the County will retain the firm and enter into a written contract with it. If an agreement cannot be negotiated with the selected firm, the County will then enter into negotiations with the next most qualified firm. This procedure will continue until agreement is reached and a contract is produced. If the County cannot negotiate an agreement, the procedure will be terminated.

1.3 SELECTION REVIEW COMMITTEE.

Because of the diversity of the departments and activities of the County, Jefferson County Commissioners' Court will appoint the Selection Review Committee for this Request for Qualifications. The Purchasing Agent may appoint a Chairperson and no less than two (2) other members for the committee. Typically, the committee will consist of at least one professional in the task required, a person knowledgeable about procurement practices, and either a representative of the department

requesting the project, or the department executing the project. However, this structure is not binding and subject to change at the discretion of the Purchasing Agent. Other members may be appointed to the Evaluation Committee as necessary and appropriate, but the total number of persons committee shall not exceed five (5) persons. Committee appointments shall be in writing and shall briefly describe the scope of the project and, if necessary, the primary disciplines required to accomplish the project in order to assist the committee in developing a list of firms that might best accomplish the work required. Committee membership and project requirements will vary from project to project. Therefore, a firm rated number one for one project could be considered not qualified or ranked lower on another project.

1.4 EVALUATION PROCESS.

While Jefferson County appreciates a brief, straight-forward, and concise reply; Respondent must fully understand that the evaluation is based on the information provided. Accuracy and completeness are essential. Omissions, ambiguous, and equivocal statements may be construed against the respondent. The RFQ response may be incorporated into any contract which results from this RFQ, and vendor(s) are cautioned not to make claims or statements it is not prepared to commit to contractually. Failure of the vendor to meet such claims will result in a requirement that the vendor provide resources necessary to meet submitted claims.

The Jefferson County Purchasing Department may initiate discussions with selected vendors; however, discussions may not be initiated by vendors.

The Jefferson County Purchasing Department expects to conduct discussions with vendor's representatives authorized to contractually obligate the vendor with an offer. **Vendors shall not contact any Jefferson County personnel during the RFQ process without the express permission from the Jefferson County Purchasing Agent. The Purchasing Agent will disqualify any vendor who has made site visits, contacted Jefferson County personnel, or distributed any literature without authorization from the Jefferson County Purchasing Department.**

All correspondence relating to this RFQ, from advertisement to award shall be sent to the Jefferson County Purchasing Department. All presentations and/or meetings between Jefferson County and the vendor relating to this RFQ shall be coordinated by the Jefferson County Purchasing Department.

Selected vendors may be expected to make a presentation/product demonstration to an Evaluation Committee. Proposals, vendor presentations, and product/service evaluations may develop into negotiating sessions with the vendor(s) as selected by the Evaluation Committee. Jefferson County expects to conduct negotiations with vendor representatives authorized to contractually obligate the vendor with an offer. If vendor is unable to agree to contract terms and conditions, Jefferson County reserves the right to terminate contract negotiations with that vendor and initiate negotiations with another vendor. In addition to a presentation, visits by the Evaluation Committee to representative vendor client sites may be conducted where the proposed solution can be demonstrated in a production environment.

1.5 SURVEYOR FIRM's SERVICES.

A. A description of services that may be utilized under this RFQ includes:
   1. Develop pre-mitigation elevation certificates.

1.6 LAWS AND REGULATIONS.

A. The Surveyor Firm(s) must comply with all laws, ordinances, and rules and regulations which govern the work specified in this contract.

1.7 INSURANCE.

The contractor (including any and all subcontractors as defined in **Section 8.1.3** below) shall, at all times during the term of this contract, maintain insurance coverages with not less than the type and requirements shown below. Such insurance is to be provided at the sole cost of the contractor. These requirements do not establish limits of the contractor's liability.

All policies of insurance shall waive all rights of subrogation against the County, its officers, employees and agents; a copy of the policy wording or endorsement is required.

Contractor shall furnish Jefferson County with Certificate of Insurance naming Jefferson County as additional insured and will provide the actual policy wording or endorsement showing as such.

Minimum Insurance Requirements:

Public Liability, including Products & Completed Operations	$1,000,000
Excess Liability	$1,000,000

Property Insurance (policy below that is applicable to this project):

Improvements & Betterments Policy: Improvements/Remodeling (for Lease Tenants)
Builder's Risk Policy: Structural Coverage for Construction Projects
Installation Floater Policy: Improvements/Alterations to Existing Structure

Workers' Compensation Statutory Coverage (**See Section 1.8 Below**)

1.8 WORKER'S COMPENSATION INSURANCE.

1.8.1 Definitions:

1.8.1.1 **Certificate of coverage ("Certificate")** – A copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a coverage agreement, DWC-81, DWC-82, DWC-83, or DWC-84 showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.

1.8.1.2 **Duration of the project** – Includes the time from the beginning of the work on the project until the contractor's/person's work on the project has been completed and accepted by the governmental entity.

1.8.1.3 **Persons providing services on the project ("subcontractor") in article 406.096** – Includes all persons or entities performing all or part of the services under the contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractor, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project. "Services" includes, without limitation, providing, hauling or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

1.8.2 The Contractor shall provide coverage, based on proper reporting of classification code and payroll amounts and filing any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the contractor providing services on the project, for the duration of the project.

1.8.3 The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract – refer **to Section 1.7** above.

1.8.4 If the coverage period shown on the Contractor's current certificate of coverage ends during the duration of the project, the Contractor must, prior to the end of the coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been extended.

1.8.5 The Contractor shall obtain from each person providing services on a project, and provide to the governmental entity:

1.8.5.1 A certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project; and

1.8.5.2 No later than seven (7) days after receipt by the Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate ends during the duration of the project.

1.8.6 The Contractor shall retain all required certificates of coverage for the duration of the project and for one (1) year thereafter.

1.8.7 The Contractor shall notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.

1.8.8 The Contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Department of Workers' Compensation, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.

1.8.9 The Contractor shall contractually require each person with whom it contracts to provide services on a project to:

1.8.9.1 Provide coverage, based on reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all its employees providing services on the project, for the duration of the project.

1.8.9.2 Provide to the Contractor, prior to that person beginning work on the project a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project.

1.8.9.3 Provide the Contractor, prior to the end of coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.

1.8.9.4 Obtain from each person with whom it contracts, and provide to the Contractor:

1.8.9.4.1 A certificate of coverage, prior to the other person beginning work on the project; and

1.8.9.4.2 the coverage period, if the coverage period shown on the current certificate of a new certificate of coverage showing extension of coverage, prior to the end of coverage ends during the duration of the project.

1.8.9.5 Retain all required certificates of coverage on file for the duration of the project and for one (1) year thereafter.

1.8.9.6 Notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and

1.8.9.7 Contractually require each person with whom it contracts to perform as required by paragraphs **1.8.1. – 1.8.7**., with the certificates of coverage to be provided to the person for whom they are providing services.

1.8.10 By signing this contract or providing or causing to be provided a certificate of coverage, the Contractor is representing to the governmental entity that all employees of the contractor who will provide services of the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

1.8.11 The Contractor's failure to comply with any of these provisions is a breach of contract by the Contractor which entitles the governmental entity to declare the contract void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the governmental entity.

1.9 TERMS AND CONDITIONS.

1. Jefferson County reserves the right to request clarification of information submitted and to request additional information of one or more respondents.

2. Any agreement or contract resulting from this RFQ shall be on forms approved by Jefferson County and shall contain, at minimum, applicable provisions of this document. Jefferson County reserves the right to reject any

agreement that does not conform to this document and any County requirements and contracts.

3. The Surveyor shall not assign any interest in the contract and shall not transfer any interest in the same without prior written consent of the County.

4. No reports, information, or data given to or prepared by the Surveyor under contract shall be made available to any individual or organization by the Surveyor without the prior written approval of the County.

RESPONDENT: INSERT COPY OF CERTIFICATE OF INSURANCE (COI) BEHIND THIS PAGE.

Note: For RFQ response submission purposes, a general COI will suffice. However, a COI that includes the notation that "Jefferson County as an additional insured" will be required from Awarded Respondent(s) prior to the issuance of a Purchase Order.

REMEDIES

(For all awarded contracts with a value greater than $150,000.00)

Any violation or breach of terms of this contract on the part of the Contractor or the Contractor's subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this contract. The duties and obligations imposed by the contract documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. Any violation or breach of terms of this contract of the Contractor or the Contractor's sub-contractors will be subject to the remedies, including liquidated damages, described in the bid specifications or Request for Proposal and the Client rules and regulations and special conditions which are incorporated herein by reference in their entirety.

TERMINATION FOR CAUSE AND CONVENIENCE

(For all awarded contracts with a value greater than $10,000.00)

The Client reserves the right to terminate this contract for cause or convenience pursuant to the rules and regulations and special conditions which are incorporated herein by reference in their entirety.

EQUAL EMPLOYMENT OPPORTUNITY

(For all awarded contracts that meet the definition of "federally assisted construction contract" provided in 41 CFR Part 60-1.3) ***Contractor must complete enclosed certification***

During the performance of this contract, the contractor agrees as follows:

1. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:
Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this non-discrimination clause.

2. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

3. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

4. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

6. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation

to ascertain compliance with such rules, regulations, and orders.

7. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

8. The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

DAVIS-BACON ACT AND COPELAND "ANTI-KICKBACK" ACT

(The Davis-Bacon Act only applies to the Emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant Program. It DOES NOT apply to other FEMA grant and cooperative agreement programs, including the Public Assistance Program.

1. ***Minimum wages.***

   i. All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 193 7 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage dete1mination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

   Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1 (b)(2) of the

Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(I)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in §5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided,* that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(I)(ii) of this section) and the Davis Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

ii. (A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination, and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

2) The classification is utilized in the area by the construction industry; and

3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions , including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D)The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(I)(ii) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

i. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

ii. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided,* That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account asset for the meeting of obligations under the plan or program.

2. ***Withholding.***

The Federal Agency and/or Client shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 193 7 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the (Agency) may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. ***Payrolls and basic records.***

i. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section I (b) (2) (B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(l)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section l(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

ii. (A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the federal agency if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to the federal agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee *(e.g.,* the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at *http://www.dol.gov/esa/whd(forms/wh347instr.htm* or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the federal agency if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit them to the applicant, sponsor, or owner, as the case may be, for transmission to the federal agency, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, sponsor, or owner). (B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

1) That the payroll for the payroll period contains the information required to be provided under §5.5 (a) (3) (ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a) (3) (i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

i. The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section section available for inspection, copying, or transcription by authorized representatives of the federal agency or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. ***Apprentices and trainees.***

i. ***Apprentices.*** Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractors registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

ii. ***Trainees.*** Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in

accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

iii. ***Equal employment opportunity.*** The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

5. ***Compliance with Copeland Act requirements.***

The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

6. ***Subcontracts.***

The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a) (l) through (10) and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

7. ***Contract termination: debarment.***

A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. ***Compliance with Davis-Bacon and Related Act requirements.***

All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. ***Breach.***

A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

10. ***Disputes concerning labor standards.***

Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

11. ***Certification of eligibility.***

1) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis Bacon Act or 29 CFR 5.12(a)(l).

2) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(l).

3) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

(For all awarded contracts related to "mechanics and laborers" with a value greater than $100,000.00)

1) **Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2) **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of $27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

3) **Withholding for unpaid wages and liquidated damages.** The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

4) **Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT

(This requirement **does not apply** to the Public Assistance, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households - Other Needs Assistance Grant Program, as FEMA awards under these programs do not meet the definition of "funding agreement." If FEMA federal award meets definition of "funding agreement" under 37 CFR §401.2(a), for all awarded contracts related to experimental, developmental, or research work type contracts)

(a) Definitions

(1) *Invention* means any invention or discovery which is or may be patentable or otherwise protectable under Title 35 of the United States Code, or any novel variety of *et seq.).*

(2) *Subject invention* means any invention of the *contractor* conceived or first actually reduced to practice in the performance of work under this *contract,* provided that in the case of a variety of plant, the date of determination (as defined in section 41(d) of the Plant Variety Protection Act, 7 U.S.C. 240l (d)) must also occur during the period of *contract* performance.

(3) *Practical Application* means to manufacture in the case of a composition or product, to practice in the case of a process or method, or to operate in the case of a machine or system; and, in each case, under such conditions as to establish that the invention is being utilized and that its benefits are, to the extent permitted by law or government regulations, available to the public on reasonable terms.

(4) *Made* when used in relation to any invention means the conception or first actual reduction to practice of such invention.

(5) *Small Business Firm* means a small business concern as defined at section 2 of Pub. L. 85-536 (15 U.S.C. 632) and implementing regulations of the Administrator of the Small Business Administration. For the purpose of this clause, the size standards for small business concerns involved in government procurement and subcontracting at 13 CFR 121.3-8 and 13 CFR 121.3- 12, respectively, will be used.

(6) *Nonprofit Organization* means a university or other institution of higher education or an organization of the type described in section 501 (c) {3) of the Internal Revenue Code of 1954 (26 U.S.C. 501(c) and exempt from taxation under section 501(a) of the Internal Revenue Code (25 U.S.C. 501(a)) or any nonprofit scientific

or educational organization qualified under a state nonprofit organization statute.

(b) Allocation of Principal Rights

The *Contractor* may retain the entire right, title, and interest throughout the world to each subject invention subject to the provisions of this clause and 35 U.S.C. 203. With respect to any subject invention in which the *Contractor* retains title, the Federal government shall have a nonexclusive, non-transferable, irrevocable, paid-up license to practice or have practiced for or on behalf of the United States the subject invention throughout the world.

(c) Invention Disclosure, Election of Title and Filing of Patent Application by *Contractor*

(1) The *contractor* will disclose each subject invention to the *Federal Agency* within two months after the inventor discloses it in writing to *contractor* personnel responsible for patent matters. The disclosure to the agency shall be in the form of a written report and shall identify the *contract* under which the invention was made and the inventor(s). It shall be sufficiently complete in technical detail to convey a clear understanding to the extent known at the time of the disclosure, of the nature, purpose, operation, and the physical, chemical, biological or electrical characteristics of the invention. The disclosure shall also identify any publication, on sale or public use of the invention and whether a manuscript describing the invention has been submitted for publication and, if so, whether it has been accepted for publication at the time of disclosure. In addition, after disclosure to the *agency,* the *Contractor* will promptly notify the *agency* of the acceptance of any manuscript describing the invention for publication or of any on sale or public use planned by the *contractor.*

(2) The *Contractor* will elect in writing whether or not to retain title to any such invention by notifying the *Federal agency* within two years of disclosure to the *Federal agency.* However, in any case where publication, on sale or public use has initiated the one-year statutory period wherein valid patent protection can still be obtained in the United States, the period for election of title may be shortened by the *agency* to a date that is no more than 60 days prior to the end of the statutory period.

(3) The *contractor* will file its initial patent application on a subject invention to which it elects to retain title within one year after election of title or, if earlier, prior to the end of any statutory period wherein valid patent protection can be obtained in the United States after a publication, on sale, or public use. The *contractor* will file patent applications in additional countries or international patent offices within either ten months of the corresponding initial patent application or six months from the date permission is granted by the Commissioner of Patents and Trademarks to file foreign patent applications where such filing has been prohibited by a Secrecy Order.

(4) Requests for extension of the time for disclosure, election, and filing under subparagraphs (1), (2), and (3) may, at the discretion of the *agency,* be granted.

(d) Conditions When the Government May Obtain Title

The *contractor* will convey to the *Federal agency,* upon written request, title to any subject invention-

(1) If the *contractor* fails to disclose or elect title to the subject invention within the times specified in (c), above, or elects not to retain title; provided that the *agency* may only request title within 60 days after learning of the failure of the *contractor* to disclose or elect within the specified times.

(2) In those countries in which the *contractor* fails to file patent applications within the times specified in (c) above; provided, however, that if the *contractor* has filed a patent application in a country after the times specified in (c) above, but prior to its receipt of the written request of the *Federal agency,* the *contractor* shall continue to retain title in that country.

(3) In any country in which the *contractor* decides not to continue the prosecution of any application for, to pay the maintenance fees on, or defend in reexamination or opposition proceeding on, a patent on a subject invention.

(e) Minimum Rights to *Contractor* and Protection of the *Contractor* Right to File

(1) The *contractor* will retain a nonexclusive royalty-free license throughout the world in each subject invention to which the Government obtains title, except if the *contractor* fails to disclose the invention within the times specified in (c), above. The *contractor's* license extends to its domestic subsidiary and affiliates, if any, within the corporate structure of which the *contractor* is a party and includes the right to grant sublicenses of the same scope to the extent the *contractor* was legally obligated to do so at the time the *contract* was awarded. The license is transferable only with the approval of the *Federal* to which the invention pertains.

(2) The *contractor's* domestic license may be revoked or modified by the *funding Federal agency* to the extent necessary to achieve expeditious practical application of the subject invention pursuant to an application for an exclusive license submitted in accordance with applicable provisions at 37 CFR part 404 and *agency*

licensing regulations (if any). This license will not be revoked in that field of use or the geographical areas in which the *contractor* has achieved practical application and continues to make the benefits of the invention reasonably accessible to the public. The license in any foreign country may be revoked or modified at the discretion of the *funding Federal agency* to the extent the *contractor,* its licensees, or the domestic subsidiaries or affiliates have failed to achieve practical application in that foreign country.

(3) Before revocation or modification of the license, the *funding Federal agency* will furnish the *contractor* a written notice of its intention to revoke or modify the license, and the *contractor* will be allowed thirty days (or such other time as may be authorized by the *funding Federal agency* for good cause shown by the *contractor)* after the notice to show cause why the license should not be revoked or modified. The *contractor* has the right to appeal, in accordance with applicable regulations in 37 CFR part 404 and *agency* regulations (if any) concerning the licensing of Government-owned inventions, any decision concerning the revocation or modification of the license.

(f) *Contractor* Action to Protect the Government's Interest

(1) The *contractor* agrees to execute or to have executed and promptly deliver to the *Federal agency* all instruments necessary to

(i) establish or confirm the rights the Government has throughout the world in those subject inventions to which the *contractor* elects to retain title, and

(ii) convey title to the *Federal agency* when requested under paragraph (d) above and to enable the government to obtain patent protection throughout the world in that subject invention.

(2) The *contractor* agrees to require, by written agreement, its employees, other than clerical and nontechnical employees, to disclose promptly in writing to personnel identified as responsible for the administration of patent matters and in a format suggested by the *contractor* each subject invention made under *contract* in order that the *contractor* can comply with the disclosure provisions of paragraph (c), above, and to execute all papers necessary to file patent applications on subject inventions and to establish the government's rights in the subject inventions. This disclosure format should require, as a minimum, the information required by (c) (l), above. The *contractor* shall instruct such employees through employee agreements or other suitable educational programs on the importance of reporting inventions in sufficient time to permit the filing of patent applications prior to U.S. or foreign statutory bars.

(3) The *contractor* will notify the *Federal agency* of any decisions not to continue the prosecution of a patent application, pay maintenance fees, or defend in a reexamination or opposition proceeding on a patent, in any country, not less than thirty days before the expiration of the response period required by the relevant patent office.

(4) The *contractor* agrees to include, within the specification of any United States patent applications and any patent issuing thereon covering a subject invention, the following statement, "This invention was made with government support under (identify the *contract)* awarded by (identify the Federal agency). The government has certain rights in the invention."

(g) Subcontracts

(1) The *contractor* will include this clause, suitably modified to identify the parties, in all subcontracts, regardless of tier, for experimental, developmental or research work. The subcontractor will retain all rights provided for the *contractor* in this clause, and the *contractor* will not, as part of the consideration for awarding the subcontract, obtain rights in the subcontractor's subject inventions.

(2) In the case of subcontracts, at any tier, when the prime award with the Federal agency was a contract (but not a grant or cooperative agreement), the *agency,* subcontractor, and the contractor agree that the mutual obligations of the parties created by this clause constitute a contract between the subcontractor and the Federal agency with respect to the matters covered by the clause; provided, however, that nothing in this paragraph is intended to confer any jurisdiction under the Contract Disputes Act in connection with proceedings under paragraph (i) of this clause.

(h) Reporting on Utilization of Subject Inventions

The *Contractor* agrees to submit on request periodic reports no more frequently than annually on the utilization of a subject invention or on efforts at obtaining such utilization that are being made by the *contractor* or its licensees or assignees. Such reports shall include information regarding the status of development, date of first commercial sale or use, gross royalties received by the contractor, and such other data and information as the *agency* may reasonably specify. The *contractor* also agrees to provide additional reports as may be requested by the *agency* in connection with

any march-in proceeding undertaken by the *agency* in accordance with paragraph (i) of this clause. As required by 35 U.S.C. 202(c) (5), the *agency* agrees it will not disclose such information to persons outside the government without permission of the *contractor.*

(i) Preference for United States Industry

Notwithstanding any other provision of this clause, the *contractor* agrees that neither it nor any assignee will grant to any person the exclusive right to use or sell any subject inventions in the United States unless such person agrees that any products embodying the subject invention or produced through the use of the subject invention will be manufactured substantially in the United States. However, in individual cases, the requirement for such an agreement may be waived by the *Federal agency* upon a showing by the *contractor* or its assignee that reasonable but unsuccessful efforts have been made to grant licenses on similar terms to potential licensees that would be likely to manufacture substantially in the United States or that under the circumstances domestic manufacture is not commercially feasible.

(j) March-in Rights

The *contractor* agrees that with respect to any subject invention in which it has acquired title, the *Federal agency* has the right in accordance with the procedures in 37 CFR 401.6 and any supplemental regulations of the *agency* to require the *contractor,* an assignee or exclusive licensee of a subject invention to grant a nonexclusive, partially exclusive, or exclusive license in any field of use to a responsible applicant or applicants, upon terms that are reasonable under the circumstances, and if the *contractor,* assignee, or exclusive licensee refuses such a request the *Federal agency* has the right to grant such a license itself if the *Federal agency* determines that:

(1) Such action is necessary because the *contractor* or assignee has not taken or is not expected to take within a reasonable time, effective steps to achieve practical application of the subject invention in such field of use.

(2) Such action is necessary to alleviate health or safety needs which are not reasonably satisfied by the *contractor,* assignee or their licensees;

(3) Such action is necessary to meet requirements for public use specified by Federal regulations and such requirements are not reasonably satisfied by the *contractor,* assignee or licensees; or

(4) Such action is necessary because the agreement required by paragraph (i) of this clause has not been obtained or waived or because a licensee of the exclusive right to use or sell any subject invention in the United States is in breach of such agreement.

(k) Special Provisions for *Contracts* with Nonprofit Organizations If the *contractor* is a nonprofit organization, it agrees that:

(1) Rights to a subject invention in the United States may not be assigned without the approval of the *Federal agency,* except where such assignment is made to an organization which has as one of its primary functions the management of inventions, provided that such assignee will be subject to the same provisions as the *contractor;*

(2) The *contractor* will share royalties collected on a subject invention with the inventor, including Federal employee co-inventors (when the agency deems it appropriate) when the subject invention is assigned in accordance with 35 U.S.C. 202(e) and 37 CFR 401.10;

(3) The balance of any royalties or income earned by the *contractor* with respect to subject inventions, after payment of expenses (including payments to inventors) incidental to the administration of subject inventions, will be utilized for the support of scientific research or education; and

(4) It will make efforts that are reasonable under the circumstances to attract licensees of subject invention that are small business firms and that it will give a preference to a small business firm when licensing a subject invention if the *contractor* determines that the small business firm has a plan or proposal for marketing the invention which, if executed, is equally as likely to bring the invention to practical application as any plans or proposals from applicants that are not small business firms; provided, that the *contractor* is also satisfied that the small business firm has the capability and resources to carry out its plan or proposal. The decision whether to give a preference in any specific case will be at the discretion of the *contractor.* However, the *contractor* agrees that the Secretary applicants, and the *contractor* will negotiate changes to its licensing policies, procedures, or practices with the Secretary when the Secretary's review discloses that the *contractor* could take reasonable steps to implement more effectively the requirements of this paragraph (k)(4).

(l) Communication

Any communications to be given hereunder by either party to the other shall be deemed to be duly given if set forth in writing and personally delivered or sent by mail, registered or certified, postage prepaid with return receipt requested, as follows:

_____

_____

_____

_____

Written notices hereunder delivered personally shall be deemed communicated as of actual receipt; mailed notices shall be deemed communicated five (5) days after deposit in the mail, post prepaid, certified, in accordance with this Paragraph.

CLEAN AIR ACT

(For all awarded contracts with a value greater than $150,000.00)

(m) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

(n) The contractor agrees to report each violation to the (name of applicant entering into the contract) and understands and agrees that the (name of the applicant entering into the contract) will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(o) The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

FEDERAL WATER POLLUTION CONTROL ACT

(For all awarded contracts with a value greater than $150,000.00)

(1) The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

(2) The contractor agrees to report each violation to the (name of the applicant entering into the contract) and understands and agrees that the (name of the applicant entering into the contract) will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

DEBARMENT AND SUSPENSION ***Contractor must complete enclosed certification***

(1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by Client. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to (insert name of recipient/subrecipient/applicant), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

BYRD ANTI-LOBBYING AMENDMENT

(For all awarded contracts with a value greater than $100,000.00.) ***Contractor must complete enclosed certification***

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended) Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

The Contractor certifies, to the best of his or her knowledge and belief that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) Contractor will include language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of $150,000.00 shall certify and disclose accordingly.

PROCUREMENT OF RECOVERED MATERIALS

(The requirements of Section 6002 include procuring only items designated in guidelines of the EPA at 40

C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired by the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.)

(1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA designated items unless the product cannot be acquired:

a) Competitively within a timeframe providing for compliance with the contract performance schedule;

b) Meeting contract performance requirements; or

c) At a reasonable price.

(2) Information about this requirement is available at EPA's Comprehensive Procurement Guidelines website, http://www.epa.gov/cpg/.

The list of EPA-designate items is available at http://www.epa.gov/cpg/products.htm.

(3) The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the "Solid Waste Disposal Act."

ACCESS TO RECORDS

The following access to records requirements apply to this contract:

(1) The Contractor agrees to provide the Client, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

(2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

(4) In compliance with the Disaster Recovery Act of 2018, the Client and the Contractor acknowledge and agree

that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

CHANGES

To be eligible for FEMA assistance under the non-Federal entity's FEMA grant or cooperative agreement, the cost of the change, modification, change order, or constructive change must be allowable, allocable, within the scope of its grant or cooperative agreement, and reasonable for the completion of project scope.

FEMA recommends, therefore, that a non-Federal entity include a changes clause in its contract that describes how, if at all, changes can be made by either party to alter the method, price, or schedule of the work without breaching the contract. The language of the clause may differ depending on the nature of the contract and the end-item procured.

DHS SEAL, LOGO, AND FLAGS

The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS

This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

NO OBLIGATION BY FEDERAL GOVERNMENT

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.

PROHIBITION ON CONTRACTING FOR COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES

2 C.F.R. § 200.216, as implemented by FEMA Policy 405-143-1, prohibits the Contractor from using equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

DOMESTIC PREFERENCES FOR PROCUREMENTS

As appropriate and to the extent consistent with law, the Contractor agrees, to the greatest extent practicable, prefer the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).

AFFIRMATIVE SOCIOECONOMIC STEPS

If subcontracts are to be let, the prime contractor is required to take all necessary steps identified in 2_C.F.R. § 200.321(b)(1)-(5) to ensure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

COPYRIGHT AND DATA RIGHTS

"License and Delivery of Works Subject to Copyright and Data Rights"

The Contractor grants to the Client a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this contract, the Contractor will identify such data and grant to the Client or acquires on its behalf a license of the same scope as for data first produced in the performance of this contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this contract, the Contractor will deliver to the Client data first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by the Client."

BYRD ANTI-LOBBYING CERTIFICATION

Certification for Contracts, Grants, Loans, and Cooperative Agreements-The undersigned certifies, to the best of his or her knowledge and belief, that:

1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The Contractor _____ certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

_____

Signature of Contractor's Authorized Official

_____

Name and Title of Contractor's Authorized Official

_____

Date

REQUIRED FORM
Bidder: Please complete this form and include with bid submission.

DEBARMENT/SUSPENSION CERTIFICATION

Non-Federal entities and contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, Debarment and Suspension (1986) and Executive Order 12689, Debarment and Suspension (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (No procurement Debarment and Suspension).

This requirement applies to all FEMA grant and cooperative agreement programs.

Federal Executive Order (E .O.) 12549 "Debarment" requires that all contractors receiving individual awards, using federal funds, and all sub recipients certify that the organization and its principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from doing business with the Federal Government. By signing this document, you certify that your organization and its principals are not debarred. Failure to comply or attempts to edit this language may disqualify your bid. Information on debarment is available at the following websites: www.sam.gov and https://acguisition.qov/far/index.html see section 52.209-6.

The Contractor _____ certifies or affirms by your signature that neither you nor your principal is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

_____

Signature of Contractor's Authorized Official

_____

Name and Title of Contractor's Authorized Official

_____

Date

REQUIRED FORM
Bidder: Please complete this form and include with bid submission.

1. EQUAL EMPLOYMENT OPPORTUNITY (Equal Opportunity Clause)

(For all awarded contracts that meet the definition of "federally assisted construction contract" provided in 41 CFR Part 60-1.3)

During the performance of this contract, the contractor agrees as follows:

1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

   Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or order this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

_____

Signature of Contractor's Authorized Official

_____

Name and Title of Contractor's Authorized Official

_____

Date

REQUIRED FORM
Bidder: Please complete this form and include with bid submission.

The following requirements and instructions **supersede** General Requirements where applicable.

3.1 SUBMISSION OF QUALIFICATIONS.

Each Respondent shall ensure that required parts of the RFQ response are completed with accuracy and submitted as per the requirements within this specifications packet, including any addenda.

Responses must be submitted in complete original form by mail or messenger to the following address:

Jefferson County Purchasing Department
1149 Pearl Street, 1st Floor
Beaumont, TX 77701

Respondent shall submit response in a tightly sealed opaque envelope or box, plainly marked "SEALED RFQ RESPONSE." The outside of the envelope of box shall also include the RFQ Number, RFQ Name, RFQ Due Date, and the Respondent's Name and Address; and shall be addressed to the Purchasing Agent.

The County requests that response submissions NOT be bound by staples or glued spines.

Respondent is responsible for submitting: One (1) original and five (5) response copies; with all copies to include a completed copy of this specifications packet, in its entirety.

Respondent shall monitor the Jefferson County Purchasing Department Website for any addenda, additional instructions, or RFQ updates. https://www.co.jefferson.tx.us/Purchasing/

Failure to return all required documentation will result in a response being declared as non-responsive.

3.2 DEADLINE FOR RESPONSE SUBMISSIONS/DELIVERY.

All submissions must be received by 11:00 am CT, Wednesday, August 31, 2022

RFQ responses will be accepted at the above address until the time and date specified herein, and immediately after will be publicly opened and read aloud.

Late responses will not be accepted and will be returned unopened to the Respondent.

Jefferson County will not accept any responsibility for responses being delivered by third party carriers.

Jefferson County shall not be responsible for any effort or cost expended in the preparation of a response to this RFQ.

All responses submitted in response to this invitation shall become the property of Jefferson County and will be a matter of public record available for review.

All protests should be coordinated through the Purchasing Office prior to award recommendation to Commissioners' Court.

Please direct questions to **Mistey Reeves, Assistant Purchasing Agent** at 409-835-8593 or e-mail at: mreeves@co.jefferson.tx.us.

3.3 COURTHOUSE SECURITY.

All visitors to the Courthouse must pass through Security. Respondents planning to hand deliver their RFQ response must allow time to get through Security, as a delay in entering the Courthouse will not be accepted as an excuse for late submittal. Mondays and Tuesdays are particularly heavy days.

In response to the Covid-19 pandemic, Jefferson County has implemented precautionary measures recommended by the CDC within its facilities. Visitors to the courthouse will be required to wear a mask within the courthouse.

Respondents are strongly urged to plan accordingly.

3.4 COUNTY HOLIDAYS (2022).

January 17, 2022	Martin Luther King, Jr. Day	Monday
February 21, 2022	President's Day	Monday
April 15, 2022	Good Friday	Friday
May 30, 2022	Memorial Day	Monday
July 4, 2022	Independence Day	Monday
September 5, 2022	Labor Day	Monday
November 11, 2022	Veteran's Day	Friday
November 24 & 25, 2022	Thanksgiving	Thursday & Friday
December 23 & 26, 2022	Christmas	Friday & Monday
January 2, 2023	New Year's	Monday

3.5 SUBMISSIONS DURING TIME OF INCLEMENT WEATHER, DISASTER, OR EMERGENCY.

In case of inclement weather or any other unforeseen event causing the County to close for business on the date of a bid/proposal/statement of qualifications submission deadline, the RFQ closing will automatically be postponed until the next business day that County offices are open to the public. Should inclement weather conditions or any other unforeseen event cause delays in courier service operations, the County may issue an addendum to all known vendors interested in the project to extend the deadline. It will be the responsibility of the vendor to notify the county of their interest in the project should these conditions impact their ability to submit a bid/proposal/statement of qualifications submission before the stated deadline. The County reserves the right to make the final judgement call to extend any deadline.

Should an emergency or unanticipated event interrupt normal County processes, and bid/proposal/statement of qualifications submissions cannot be received by the Jefferson County Purchasing Department's office by the exact time specified in the RFQ and urgent County requirements preclude amendment to the RFQ, the time specified for receipt of Statements of Qualifications will be deemed to be extended to the same time of day specified in the solicitation on the first business day on which normal County processes resume.

Proposals will be opened publicly in a manner to avoid public disclosure of contents; however, only names of Proposers will be read aloud.

3.6 PRE-PROPOSAL CONFERENCE.

Due to the nature of this Request for Proposals, a Pre-Proposal Conference will not be held for this project.

3.7 QUESTIONS/DEADLINE FOR QUESTIONS.

Questions may be emailed to **Mistey Reeves, Assistant Purchasing Agent** at: mreeves@co.jefferson.tx.us or faxed at: 409-835-8456. If no response in 72 hours contact **Deborah Clark, Purchasing Agent** at: dclark@co.jefferson.tx.us or faxed at: 409-835-8456.

The Deadline for asking questions or requesting additional information (in writing) is 5:00 pm, CT, **August 24, 2022.**

3.8 VENDOR REGISTRATION: SAM (SYSTEM FOR AWARD MANAGEMENT).

Vendors doing business with Jefferson County are **required** to be registered with The System for Award Management (SAM), with an "active" status. The System for Award Management (SAM) is the Official U.S. Government system that consolidated the capabilities of CCR/FedReg, ORCA, and EPLS. There is NO fee to register for this site. Entities may register at no cost directly from the SAM website at: https://www.sam.gov

In instances where a vendor has either an "Inactive" SAM Registration or is not currently registered with the System for Award Management, the Purchasing Department may *initially* accept proof (printout from the SAM website) that the vendor has begun the registration process in order for the IFB/RFQ/RFQ submission to be considered as "responsive" to the specifications for the project.

However, the SAM Registration must be completed (showing "active" status, with no exclusions) prior to the award and/or execution of an agreement or contract for the project.

3.9 FORM 1295 SUBMISSION REQUIREMENT (TEXAS ETHICS COMMISSION).

ALL NON-EXEMPT RESPONDENTS ARE REQUIRED TO SUBMIT COMPLETED FORM 1295 WITH RFQ RESPONSE SUBMISSION.

INSTRUCTIONS:

(1) Submit a FORM 1295 online via the Texas Ethics Commission website link below.
Vendors must enter the required information on Form 1295, and print a copy of the completed form.
The form will include a certification of filing that will contain a unique certification number.

2. Submit a FORM 1295 hard copy (completed & signed by an Authorized Agent of the Awarded Vendor), to the Jefferson County Purchasing Department WITH RFQ SUBMISSION.

FORM 1295, Completion Instructions, and Login Instructions are available via the Texas Ethics Commission Website at: https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

SAMPLE: A sample of a completed FORM 1295 is included on PAGE 27.

FORM 1295 Implementation Background:

In accordance with House Bill 1295 (passed January 1, 2016), Vendors entering into contracts and professional agreements with Jefferson County will be required to complete a Certificate of Interested Parties (FORM 1295), **unless contract is considered exempt as described below.**

In 2017, the Texas legislature amended the law to require Form 1295 to include an "unsworn declaration" which includes, among other things, the date of birth and address of the authorized representative signing the form. The unsworn declaration, including the date of birth and address of the signatory, replaces the notary requirement that applied to contracts entered into before January 1, 2018. The TEC filing application does not capture the date of birth or street address of the signatory and it will not appear on forms that are filed using the TEC filing application.

Changes to the law requiring certain businesses to file a Form 1295 are in effect for contracts entered into or amended on or after January 1, 2018. The changes exempt businesses from filing a Form 1295 for certain types of contracts and replace the need for a completed Form 1295 to be notarized. Instead, the person filing a 1295 needs to complete an "unsworn declaration."

FORM 1295 EXEMPTIONS:

What type of contracts are exempt from the Form 1295 filing requirement under the amended law?

The amended law adds to the list of types of contract exempt from the Form 1295 filing requirement.

A completed Form 1295 is not required for:

- a sponsored research contract of an institution of higher education
- an interagency contract of a state agency or an institution of higher education
- a contract related to health and human services if: the value of the contract cannot be determined at the time the contract is executed; and o any qualified vendor is eligible for the contract
- a contract with a publicly traded business entity, including a wholly owned subsidiary of the business entity
- a contract with an electric utility, as that term is defined by Section 31.002, Utilities Code
- a contract with a gas utility, as that term is defined by Section 121.001, Utilities Code

CERTIFICATE OF INTERESTED PARTIES FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

YOUR FIRM NAME HERE

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

**JEFFERSON COUNTY, TEXAS*

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

BID/CONTRACT/PO NUMBER GOES HERE

4 Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
		Controlling	Intermediary
NAME OF PERSON/PERSONS THAT OWN BUSINESS GOES HERE. MUST LIST ANY PERSON THAT DOES NOT WORK FOR THE COMPANY LISTED IN #1 THAT WILL PROFIT FROM THE BID/CONTRACT/PO			

5 Check only if there is NO Interested Party. ☐ **ONLY CHECK IF NO CONTROLLING OR INTERMEDIARY PARTY**

6 UNSWORN DECLARATION Vendor is to complete #6 - Unsworn Declaration

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____ County, State of _____, on the _____ day of _____, 20_____.
(month) (year)

_____
Signature of authorized agent of contracting business entity
(Declarant)

ADD ADDITIONAL PAGES AS NECESSARY

Form provided by Texas Ethics Commission www.ethics.state.tx.us Revised 12/22/2017

Must file online at www.ethics.state.tx.us/File

RESPONDENT: INSERT COMPLETED FORM 1295 BEHIND THIS PAGE.

BIDDER: INSERT PROOF OF SYSTEM FOR AWARD MANAGEMENT (SAM) REGISTRATION PROOF HERE. THE WEBSITE FOR REGISTRATION IS SAM.GOV.

3.10 MINIMUM REQUIREMENTS: FIRM INFORMATION TO BE INCLUDED IN RESPONSE.

Firms desiring to be considered for Surveyor for Jefferson County are required to submit a Statement of Qualifications and Experience in order to be considered for contracts under this procedure. Only firms with statements submitted in response to this Request for Qualifications will be evaluated. The statement should contain, at a minimum, the following:

1. Name of the firm wishing to contract with the County.
2. Firm's local address.
3. Firm's corporate or main office address.
4. Number of years the firm has been in business.
5. Names, qualifications, and experience of professional staff who would be assigned to Jefferson County.
6. Firm's organization chart.
7. Biographies or resumes, including home office location and other relevant information, for each key staff member likely to be assigned to a project.
8. Names, titles, address, and telephone numbers of persons who are authorized to negotiate for and contractually bind the firm. One of these persons should sign the response. A contact must be named for addressing questions generated during the evaluation process.
9. A description of representative work accomplished for all jobs within the past five (5) years.
10. Provide a detailed summary of the firm's experience in providing the kinds of services specified in this RFQ to governmental entities.
11. Describe reasons why the firm would be uniquely qualified to provide survey services to Jefferson County.
12. Describe any unique services offered by your firm.
13. A list of references, other than Jefferson County, who have contracted the types of work the firm, is offering to perform. A reference form is included on Page 32 of this package.

3.11 ADDITIONAL INFORMATION TO BE INCLUDED IN RESPONSE.

1. Provide a listing of all current litigation(s), outstanding judgements and liens affecting the firm.

3.12 CONFIDENTIAL/PROPRIETARY INFORMATION.

If any material in the Statement of Qualifications is considered by Respondent to be confidential or proprietary information (including manufacturing and/or design processes exclusive to the Respondent), Respondent **must** clearly mark the applicable pages of Respondent's Statement of Qualifications to indicate each claim of confidentiality. Additionally, Respondent must include a statement on company letterhead identifying all Statement of Qualifications section(s) and page(s) that have been marked as confidential. Jefferson County will protect from public disclosure such portions of a Statement of Qualifications, unless directed otherwise by legal authority, including existing open records acts. Merely making a blanket claim that the entire Statement of Qualifications submission is protected from disclosure because it contains some proprietary information is not acceptable, and will make the entire Statement of Qualifications subject to release under the Texas Public Information Act.

By submitting a Statement of Qualifications, Respondent agrees to reproduction by Jefferson County, without cost or liability, of any copyrighted portions of Respondent's Statement of Qualifications submission or other information submitted by Respondent.

3.13 EVALUATION SCORING CRITERIA FOR RFQ RESPONSES

The appointed Evaluation Committee will consider the following criteria in evaluating responses:

Technical Approach.....20 points

Firm Experience, Stability and References.....40 points

Workload Capacity.....10 points

Professional Qualifications and Individual Experience.....30 points

RESPONDENT INFORMATION FORM

Instructions: Complete the form below. Please provide legible, accurate, and complete contact information. PLEASE PRINT.

RFQ Number & Name: (RFQ 22-044/MR) Elevation Certificates for Flood Pre-Mitigation

Respondent's Company/Business Name: _____

Respondent's TAX ID Number: _____

***If Applicable*:** **HUB Vendor No.** _____ **DBE Vendor No.** _____

Contact Person: _____ **Title:** _____

Phone Number (with area code): _____

Alternate Phone Number if available (with area code): _____

Fax Number (with area code): _____

Email Address: _____

Mailing Address (Please provide a physical address for bid bond return, if applicable):

_____
Address

_____
City, State, Zip Code

REQUIRED FORM
Respondent: Please complete this form and include with RFQ submission.

VENDOR REFERENCES FORM

Respondent: Please list at least three (3) companies or governmental agencies (preferably a municipality) where the same or similar products and/or services as contained in this specification package were recently provided.

REQUIRED FORM
Respondent: Please complete this form and include with RFQ submission.

REFERENCE ONE

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ Fax: _____

Email Address: _____ Contract Period: _____

Scope of Work: _____

REFERENCE TWO

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ Fax: _____

Email Address: _____ Contract Period: _____

Scope of Work: _____

REFERENCE THREE

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ Fax: _____

Email Address: _____ Contract Period: _____

Scope of Work: _____

As permitted under Article 4413 (32c) V.A.C.S., other governmental entities may wish to participate under the same terms and conditions contained in this contract (i.e., piggyback). In the event any other entity participates, all purchase orders will be issued directly from and shipped directly to the entity requiring supplies/services. Jefferson County shall not be held responsible for any orders placed, deliveries made or payment for supplies/services ordered by another entity. Each entity reserves the right to determine their participation in this contract.

Would Respondent be willing to allow other governmental entities to piggyback off this contract, if awarded, under the same terms and conditions?.....**Yes** ☐ **No** ☐

This Statement of Qualifications/RFQ Response shall remain in effect for ninety (90) days from RFQ opening and shall be exclusive of federal excise and state and local sales tax (exempt).

The undersigned agrees, if this RFQ response is accepted, to furnish any and all items upon which prices are offered, at the price and upon the terms and conditions contained in the Request for Statements of Qualification, Conditions of RFQ Response, Terms of Contract, and Specifications and all other items made a part of the accepted contract.

The undersigned affirms that they are duly authorized to execute the contract, that this company, corporation, firm, partnership or individual has not prepared this RFQ response in collusion with any other Respondent, and that the contents of this RFQ response as to prices, terms or conditions of said response have not been communicated by the undersigned nor by any employee or agent to any other RFQ Respondent or to any other person(s) engaged in this type of business prior to the official opening of this RFQ. And further, that neither the Respondent nor their employees nor agents have been for the past six (6) months directly nor indirectly concerned in any pool or agreement or combination to control the price of goods or services on, nor to influence any person to respond or not to respond thereon.

RFQ Respondent (Entity Name)	Signature
Street & Mailing Address	Print Name
City, State & Zip	Date Signed
Telephone Number	Fax Number
E-mail Address	

REQUIRED FORM
Respondent: Please complete this form and include with RFQ submission.

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The Contractor, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

_____

Signature of Contractor's Authorized Official

_____

Name and Title of Contractor's Authorized Official *(Please Print)*

_____

Date

REQUIRED FORM
Respondent: Please complete this form and include with RFQ submission.

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether sub-awardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.

2. Identify the status of the covered Federal action.

3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.

4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the sub-awardee, e.g., the first sub-awardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.

5. If the organization filing the report in item 4 checks "Sub-awardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.

6. Enter the name of the federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.

7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.

8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFQ) number; Invitations for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Included prefixes, e.g., "RFQ-DE-90-001."

9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.

10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).

11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503

Approved by OMB
0348-0046

Disclosure of Lobbying Activities

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure)

Type of Federal Action: a. contract ____ b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	**Status of Federal Action:** a. bid/offer/application _____ b. initial award c. post-award	**Report Type:** a. initial filing _____ b. material change
Name and Address of Reporting Entity: ____ Prime _____ Sub-awardee Tier_____, if Known: **Congressional District, if known:**	**If Reporting Entity in No. 4 is Sub-awardee,** Enter Name and Address of Prime: **Congressional District, if known:**	
Federal Department/Agency:	**7. Federal Program Name/Description:** CFDA Number, *if applicable*: _____	
Federal Action Number, *if known:*	**9. Award Amount**, *if known:* **$**	
10. a. Name and Address of Lobbying Registrant *(if individual, last name, first name, MI):*	**b. Individuals Performing Services** *(including address if different from No. 10a)* *(last name, first name, MI):*	
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.	**Signature:** _____ **Print Name:** _____ **Title:** _____ **Telephone No.:** _____ **Date:** _____	
Federal Use Only	**Authorized for Local Reproduction** **Standard Form - LLL (Rev. 7-97)**	

REQUIRED FORM
<u>Respondent</u>: Please complete this form and include with RFQ submission.

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

(A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;

(B) a transaction conducted at a price and subject to terms available to the public; or

(C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

***

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds $2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than $100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

Form provided by Texas Ethics Commission www.ethics.state.tx.us Revised 11/30/2015

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. *See* Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 **Name of vendor who has a business relationship with local governmental entity.**

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information in this section is being disclosed.**

Name of Officer

This section (item 3 including subparts A, B, C, & D) must be completed for each officer with whom the vendor has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more?

☐ Yes ☐ No

D. Describe each employment or business and family relationship with the local government officer named in this section.

4

Signature of vendor doing business with the governmental entity

Date

Adopted 8/7/2015

REQUIRED FORM
<u>Respondent</u>: Please complete this form and include with RFQ submission.

LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT

FORM CIS

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This is the notice to the appropriate local governmental entity that the following local government officer has become aware of facts that require the officer to file this statement in accordance with Chapter 176, Local Government Code.

OFFICE USE ONLY

Date Received

1 **Name of Local Government Officer**

2 **Office Held**

3 **Name of vendor described by Sections 176.001(7) and 176.003(a), Local Government Code**

4 **Description of the nature and extent of employment or other business relationship with vendor named in item 3**

5 **List gifts accepted by the local government officer and any family member, if aggregate value of the gifts accepted from vendor named in item 3 exceeds $100 during the 12-month period described by Section 176.003(a)(2)(B).**

Date Gift Accepted _____ Description of Gift _____

Date Gift Accepted _____ Description of Gift _____

Date Gift Accepted _____ Description of Gift _____

(attach additional forms as necessary)

6 **AFFIDAVIT**

I swear under penalty of perjury that the above statement is true and correct. I acknowledge that the disclosure applies to each family member (as defined by Section 176.001(2), Local Government Code) of this local government officer. I also acknowledge that this statement covers the 12-month period described by Section 176.003(a)(2)(B), Local Government Code.

_____
Signature of Local Government Officer

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20 _____, to certify which, witness my hand and seal of office.

_____
Signature of officer administering oath | Printed name of officer administering oath | Title of officer administering oath

Adopted 8/7/2015

THIS FORM IS FOR OFFICE USE ONLY

Pursuant to Texas Government Code §2252.001 *et seq.*, as amended, Jefferson County requests Resident Certification. §2252.001 *et seq.* of the Government Code provides some restrictions on the awarding of governmental contracts; pertinent provisions of §2252.001 are stated below:

(3) "Non-resident RFQ Respondent" refers to a person who is not a resident.

(4) "Resident RFQ Respondent" refers to a person whose principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

☐ I certify that _____ [company name] is a Resident Respondent of Texas as defined in Government Code §2252.001.

☐ I certify that _____ [company name] is a Non-Resident Respondent as defined in Government Code §2252.001 and our principal place of business is _____ _____ (city and state).

Taxpayer Identification Number (T.I.N.):	
Company Name submitting bid/proposal/response:	
Mailing address:	
If you are an individual, list the names and addresses of any partnership of which you are a general partner:	

Property: List all taxable property owned by you or above partnerships in Jefferson County.

Jefferson County Tax Acct. No.*	Property address or location**

* This is the property amount identification number assigned by the Jefferson County Appraisal District.

** For real property, specify the property address or legal description. For business property, specify the address where the property is located. For example, office equipment will normally be at your office, but inventory may be stored as a warehouse or other location.

REQUIRED FORM
Respondent: Please complete this form and include with RFQ submission.

I, _____, the undersigned representative of (company or business name)_____ (heretofore referred to as company) being an adult over the age of eighteen (18) years of age, after being duly sworn by the undersigned notary, do hereby depose and verify under oath that the company named above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270:

1. Does not boycott Israel currently; and
2. Will not boycott Israel during the term of the contract.

Pursuant to Section 2270.002, Texas Government Code:

1. "**Boycott Israel**" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made ordinary business purposes; and

2. "**Company**" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or an limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business association that exist to make a profit.

_____
Signature of Company Representative

_____
Date

On this _____ day of _____, 20____, personally appeared

_____, the above-named person, who after by me being duly sworn, did swear and confirm that the above is true and correct.

Notary Seal

_____
Notary Signature

_____
Date

REQUIRED FORM
Respondent: Please complete this form and include with RFQ submission.

SENATE BILL 252 CERTIFICATION

On this day, I, Deborah L. Clark, Purchasing Agent for Jefferson County, Texas, pursuant to Texas Government Code, Chapter 2252, Section 2252.152 and Section 2252.153, certify that I did review the website of the Comptroller of the State of Texas concerning the listing of companies that is identified under Section 806.051, Section 807.051, or Section 2253.253 and I have ascertained that the below named company is not contained on said listing of companies which do business with Iran, Sudan, or any Foreign Terrorist Organization.

_____

Company Name

_____

IFB/RFP/RFQ number

Certification check performed by:

_____

Purchasing Representative

_____

Date

REQUIRED FORM
Respondent: Please complete this form and include with RFQ submission.

I have carefully examined the Request for Proposal Specifications, and any other documents accompanying or made a part of this Request for Proposals.

I hereby propose to furnish the goods or services specified in the Request for Proposal. I agree that my proposal will remain firm for a period of up to **120 days** in order to allow Jefferson County adequate time to evaluate the qualifications submitted.

I verify that all information contained in this proposal is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this proposal on behalf of the firm as its act and deed and that the firm is ready, willing and able to perform if awarded the contract.

I further certify, under oath, that this proposal is made without prior understanding, agreement, connection, discussion, or collusion with any other person, firm or corporation submitting a proposal for the same product or service: no officer, employee or agent of Jefferson County or any other Respondent is interested in said proposal: and that the undersigned executed this Respondent's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

_____
NAME OF BUSINESS

BY:

_____
SIGNATURE

_____
NAME & TITLE, TYPED OR PRINTED

_____
MAILING ADDRESS

_____
CITY, STATE, ZIP CODE

(___) _____
TELEPHONE NUMBER

Sworn to and subscribed before me
this _____day of
_____, 2022

_____
Notary Public

State of _____

My Commission Expires: _____

REQUIRED FORM
Respondent: Please complete this form and include with RFQ submission.

JEFFERSON COUNTY PURCHASING DEPARTMENT
Deborah L. Clark, Purchasing Agent

1149 Pearl Street
1st Floor, Beaumont, TX 77701

OFFICE MAIN: (409) 835-8593
FAX: (409) 835-8456

Addendum to RFQ

RFQ NUMBER: RFQ 22-044/MR

RFQ TITLE: Elevation Certificates for Food Pre-Mitigation, Pursuant to Chapter 262, Texas Local Government Code, the County Purchasing Act and 2 CFR Sections 200.318-326

RFQ DUE BY: **11:00 am CT, Wednesday, August 31, 2022**

ADDENDUM NO.: 1

ISSUED (DATE): August 18, 2022

To RFQ Respondent: This Addendum is an integral part of the RFQ package under consideration by you as a Respondent in connection with the subject matter herein identified. Jefferson County deems all sealed qualifications to have been proffered in recognition and consideration of the entire RFQ Specifications Package – *including all addenda*. For purposes of clarification, **receipt of this present Addendum by a Respondent should be evidenced by returning it (signed) as part of the Respondent's sealed RFQ response submission.** If the RFQ response submission has already been received by the Jefferson County Purchasing Department, Respondent should return this addendum in a separate sealed envelope, clearly marked with the RFQ Title, RFQ Number, and RFQ Opening Date and Time, as stated above.

Reason for Issuance of this Addendum:
Vendor Questions

The information included herein is hereby incorporated into the documents of this present RFQ matter and supersedes any conflicting documents or portion thereof previously issued.

Receipt of this Addendum is hereby acknowledged by the undersigned Respondent:

ATTEST:

_____
Witness

_____
Witness

Approved by ____ Date: _____

_____
Authorized Signature (Respondent)

_____
Title of Person Signing Above

_____
Typed Name of Business or Individual

_____
Address

JEFFERSON COUNTY PURCHASING DEPARTMENT
Deborah L. Clark, Purchasing Agent

1149 Pearl Street
1st Floor, Beaumont, TX 77701

OFFICE MAIN: (409) 835-8593
FAX: (409) 835-8456

1. Question: Due to the County requesting the RFQ to be inserted into the Statement of Qualifications in its entirety, would the County like the RFQ integrated into the SOQ or the SOQ to be followed by the RFQ and required forms?
   Answer: The vendor can arrange their response in the way they see fit as long as the entire RFQ and all required documents are included.
2. Question: The County requested the Statement of Qualifications to not be bound by staples or glued spin, is wire bound acceptable?
   Answer: Yes

Access Surveyors, LLC — Commercial • Residential • Industrial

Firm No. 10136400

ACCESS SURVEYORS, LLC
11025 Old Voth Road
Beaumont, Texas 77713
Attn.: Deborah Clark

Contract Number: 2022-10-12
Order Effective Date: October 12, 2022

CONTRACT ORDER

This Contract Order is issued by Access Surveyors, LLC (user) pursuant to the RFQ No. 22-044/MR, effective between Access Surveyors, LLC and Jefferson County, Texas (contractor)

1. ***Scope of Work.*** Access Surveyors, LLC shall provide surveying services for Jefferson County to develop up to 150 pre-mitigation elevation certificates.

2. ***Schedule.*** Time being of the essence and an essential element of this Contract Order, the foregoing Work shall be performed in accordance with the time frame provided by Jefferson County:

3. ***Pricing*** will be negotiated when a work order has been issued.

3. ***Contract and Project Managers.*** The following representative(s) are designated by User and Contractor respectively for liaison regarding this Contract Order between the parties:

User's Contract Manager

Name:	Deborah Clark
Company:	Jefferson County
Address:	1149 Pearl St.
	Beaumont, Tx 77701
Phone:	409-835-8593
Email:	deb.clark@jeffcotx.us

Contractor's Project Manager(s)

Name	Clint Rawlings
Company:	Access Surveyors, LLC
Address:	11025 Old Voth Road
	Beaumont, Texas 77713
Phone:	409-239-1203
Email:	clint@access-surveyors.com

APPROVED BY:

USER

By: _____

Name: Jeff Branick

Title: County Judge

Date: DECEMBER 13, 2022

ACCEPTED BY:

CONTRACTOR

By: _____

Name: Clint Rawlings

Title: Sr. Project Manager

Date: November 2, 2022

COMMISSIONERS COURT JEFFERSON COUNTY, TEXAS

ATTEST _____
DATE DECEMBER 13, 2022

Access Surveyors, LLC
Commercial • Residential • Industrial
Firm No. 10136400

2022 Rate Sheet

Item	Unit	Cost
1 – Person Survey Crew (and applicable survey equipment)	hour	$100.00
2 – Person Survey Crew (and applicable survey equipment)	hour	$175.00
3 – Person Survey Crew (and applicable survey equipment)	hour	$250.00
Project Manager	hour	$125.00
Field Representative	hour	$100.00
Certified UAV Remote Pilot	hour	$120.00
Registered Professional Land Surveyor	hour	$135.00
Records Research	hour	$75.00
Survey Technician/Draftsman (CAD, GIS, Photogrammetry)	hour	$100.00
Admin./Clerical	hour	$50.00
Truck	day	$50.00
Drone (small UAV)	day	$100.00
ATV/UTV	day	$150.00
Boat (21 ft alum. w/ 60HP outboard)	day	$200.00
Hovercraft	day	$250.00
Per Diem/each crew member	night	$150.00

Contact our office regarding a project specific quote for the services shown below:
Aerial photogrammetry, LiDAR (terrestrial, mobile and aerial), aerial photography

- Our field and office rates are all inclusive with the necessary equipment & software to meet each project's needs.
- Specialized training and necessary materials for staking, etc., will be at cost with no mark up.
- Overtime is billed at time and a half.
- Rates are adjusted as necessary at the beginning of each calendar year to reflect increases in cost of operation, inflation, etc.
- Invoices based on these rates or on any other contractual arrangements with Access Surveyors are **NET 30** unless specific arrangements/agreements are made.

11025 Old Voth Road, Beaumont, Texas 77713 Office: (409) 838-6322 Fax: (409) 838-6122
Email: rpls5163@aol.com Web: www.access-surveyors.com

JEFFERSON COUNTY PURCHASING DEPARTMENT
Deborah L. Clark, Purchasing Agent

1149 Pearl Street
1st Floor, Beaumont, TX 77701

OFFICE MAIN: (409) 835-8593
FAX: (409) 835-8456

August 9, 2022

Request for Statements of Qualifications
(RFQ 22-044/MR) Elevation Certificates for Flood Pre-Mitigation, Pursuant to Chapter 262, Texas Local Government Code, the County Purchasing Act and 2 CFR Section 200.318-326

Jefferson County is seeking submittals from qualified firms to provide professional surveying in accordance with Request for Statements of Qualifications (RFQ 22-044/MR) **Elevation Certificates for Flood Pre-Mitigation, Pursuant to Chapter 262, Texas Local Government Code, the County Purchasing Act and 2 CFR Section 200.318-326**

All interested firms should obtain a "Request for Qualifications" specifications packet from the Jefferson County Purchasing webpage at: https://www.co.jefferson.tx.us/Purchasing/

All submittals shall be evaluated by an Evaluation Committee. This committee will evaluate submissions to this request and select the firm that is most qualified, responsive, and experienced.

Responses are to be sealed and addressed to the Purchasing Agent with the request for qualifications number and name marked on the outside of the envelope or box. All responses shall be submitted with an original and (five) 5 copies, to the Jefferson County Purchasing Department, 1149 Pearl Street, 1st Floor, Beaumont, Texas 77701, no later than 11:00 am CT, Wednesday, August 31, 2022. Jefferson County does not accept responses submitted electronically. Responses will be publicly opened and the names of responding firms will be read aloud in the Jefferson County Engineering Department Conference Room (5th Floor, Historic Courthouse) 1149 Pearl Street, Beaumont, Texas 77701 at the time and date below. Statements of Qualifications received after that time will be considered late and will be returned unopened. Inquiries shall be directed to Mistey Reeves, Assistant Purchasing Agent at 409-835-8593 or mreeves@co.jefferson.tx.us. If no response in 72 hours, contact Deborah Clark, Purchasing Agent at 409-835-8593 or dclark@co.jefferson.tx.us.

REQUEST NAME:	**Elevation Certificates for Flood Pre-Mitigation, Pursuant to Chapter 262, Texas Local Government Code, the County Purchasing Act and 2 CFR Section 200.318-326**
REQUEST NUMBER:	**RFQ 22-044/MR**
DUE DATE/TIME:	**11:00 am CT, Wednesday, August 31, 2022**
MAIL OR DELIVER TO:	**Jefferson County Purchasing Department** **1149 Pearl Street, 1st Floor** **Beaumont, TX 77701**

Jefferson County encourages Disadvantaged Business Enterprises (DBEs), Minority/Women Business Enterprises (M/WBEs), and Historically Underutilized Businesses (HUBs) to participate in the bidding process. Jefferson County does not discriminate on the basis of race, color, national origin, sex, religion, age or disability in employment, or the provisions of services. Individuals requiring special accommodations are requested to contact our office at least seven (7) days prior to the bid due date (at 409-835-8593) to make appropriate arrangements.

All interested firms are invited to submit a proposal in accordance with the terms and conditions stated in this request.

Respondents are strongly encouraged to carefully read the entire invitation, as failure to return and/or complete all required documentation will result in a response being declared as non-responsive.

Sincerely,

Deborah Clark

Deborah L. Clark, Purchasing Agent
Jefferson County, Texas

PUBLISH:
Beaumont Enterprise & Port Arthur News:
August 10th & 17th, 2022
Examiner **August 18, 2022**

TABLE OF CONTENTS 1
SECTION 1: INTRODUCTION 1
1.1 PURPOSE 2
1.2 PROCEDURE 2
1.3 EVALUATION COMMITTEE 2
1.4 EVALUATION PROCESS 2
1.5 FIRM's SERVICES 3
1.6 LAWS AND REGULATIONS 3
1.7 INSURANCE REQUIREMENTS 3
1.8 WORKER'S COMPENSATION INSURANCE 3
1.9 TERMS AND CONDITIONS 4
INSERTION PAGE: CERTIFICATE OF INSURANCE (COI) 5
SECTION 2: RFQ SUBMISSION REQUIREMENTS AND SPECIAL REQUIREMENTS 7
BYRD ANTI-LOBBYING CERTIFICATION FORM 8
DEBARMENT/SUSPENSION CERTIFICATION 21
CIVIL RIGHTS COMPLIANCE PROVISIONS 22
SECTION 3: RFQ SUBMISSION REQUIREMENTS AND SPECIAL REQUIREMENTS 23
3.1 SUBMISSION OF QUALIFICATIONS 25
3.2 DEADLINE FOR RESONSE SUBMISSIONS/DELIVERY 25
3.3 COURTHOUSE SECURITY 25
3.4 COUNTY HOLIDAYS (2022) 25
3.5 SUBMISSIONS DURING TIME OF INCLEMENT WEATHER, DISASTER, OR EMERGENCY 26
3.6 PRE-PROPOSAL CONFERENCE 26
3.7 QUESTIONS/DEADLINE FOR QUESTIONS 26
3.8 VENDOR REGISTRATION: SAM (SYSTEM FOR AWARD MANAGEMENT) 26
3.9 FORM 1295 SUBMISSION REQUIREMENT (TEXAS ETHICS COMMISSION) 26
SAMPLE FORM 1295 27
INSERTION PAGE: COMPLETED FORM 1295 28
INSERTION PAGE: SYSTEM FOR AWARD MANAGEMENT (SAM) REGISTRATION PROOF 29
3.10 MINIMUM REQUIMENTS: FIRM INFORMATION 30
3.11 ADDITIONAL INFORMATION FOR RESPONSE INCLUSION 31
3.12 CONFIDENTIAL/PROPRIETARY INFORMATION 31
3.13 EVALUATION SCORING CRITERIA 31
RESPONDENT INFORMATION FORM 32
VENDOR REFERENCE FORM 33
SIGNATURE PAGE 34
CERTIFICATION REGARDING LOBBYING 35
DISCLOSURE OF LOBBYING ACTIVITIES 36
CONFLICT OF INTEREST QUESTIONNAIRE 37
LOCAL GOVERNMENT OFFICER – CONFLICT OF INTEREST DISCLOSURE STATEMENT (OFFICE USE ONLY) 39
RESIDENCE CERTIFICATION/TAX FORM 41
HOUSE BILL 89 VERIFICATION 42
SENATE BILL 252 CERTIFICATION 43
RESPONDENT'S CERTIFICATION 44
45

1.1 PURPOSE AND SCOPE OF WORK.

Jefferson County is requesting statements of qualifications and experience from all interested surveying firms desiring to provide professional surveying services for the County as the need for these services arises. The range of services to provide will be broad and will involve developing pre-mitigation elevation certificates for homes that will be elevated in Jefferson County. **This RFQ will be utilized to engage firms for future, undefined projects, and an indefinite quantity of surveying services as need arises.**

PROJECT DESCRIPTION

Jefferson County is seeking qualified surveying firm(s) to assist the County by developing pre-mitigation elevation certificates for homes that will be elevated in the Jefferson County Hazard Mitigation Grant Program Elevation Project. Jefferson County intends to enter into an Agreement with one (1) or more prime firm(s) to provide services for the following:

- Develop up to 150 pre-mitigation elevation certificates. The first batch of homes requiring elevation certificates will be up to 4. Subsequent batches of elevation certificates, consisting of 20-40 homes each will be ordered over the next one to two years. *Note: A small percentage of homeowners who will participate in the county elevation project already have elevation certificates, and will not require another elevation certificate, prior to receiving the notice to proceed with the elevation.*

- Firms are to perform all necessary work on all assigned election certificates for each batch of homes, within a thirty (30) day period.

- The awarded firm(s) will be issued a Notice to Proceed for each batch of homes.

MINIMUM REQUIREMENTS

- Minimum of three (3) years' experience of developing elevation certificates.

- Minimum of three (3) years firm and firm ownership/key staff experience in developing elevation certificates.

- Background check, criminal and/or affidavit of no suspensions or criminal actions against owners and or company for non-performance of work.

1.2 PROCEDURE.

Firms are encouraged to submit statements of qualifications and experience to be kept on file in the Jefferson County Purchasing Department. For a given project, the responsible Jefferson County Commissioners' Court will appoint a selection committee, which will evaluate responses and select, in order of preference, a short list of at least three firms. Responses will be ranked on the basis of demonstrated experience, competence, and qualifications. Fees, price, work hours, or any other cost information will not be considered in the development of the short list.

Jefferson County will then enter into negotiations with the highest qualified firm. The negotiations will first establish the scope, terms and conditions, and time limits for the proposed contract. Once agreement is reached between Jefferson County and the selected firm, the County will request a fee proposal from the firm. If agreement is reached, the County will retain the firm and enter into a written contract with it. If an agreement cannot be negotiated with the selected firm, the County will then enter into negotiations with the next most qualified firm. This procedure will continue until agreement is reached and a contract is produced. If the County cannot negotiate an agreement, the procedure will be terminated.

1.3 SELECTION REVIEW COMMITTEE.

Because of the diversity of the departments and activities of the County, Jefferson County Commissioners' Court will appoint the Selection Review Committee for this Request for Qualifications. The Purchasing Agent may appoint a Chairperson and no less than two (2) other members for the committee. Typically, the committee will consist of at least one professional in the task required, a person knowledgeable about procurement practices, and either a representative of the department

requesting the project, or the department executing the project. However, this structure is not binding and subject to change at the discretion of the Purchasing Agent. Other members may be appointed to the Evaluation Committee as necessary and appropriate, but the total number of persons committee shall not exceed five (5) persons. Committee appointments shall be in writing and shall briefly describe the scope of the project and, if necessary, the primary disciplines required to accomplish the project in order to assist the committee in developing a list of firms that might best accomplish the work required. Committee membership and project requirements will vary from project to project. Therefore, a firm rated number one for one project could be considered not qualified or ranked lower on another project.

1.4 EVALUATION PROCESS.

While Jefferson County appreciates a brief, straight-forward, and concise reply; Respondent must fully understand that the evaluation is based on the information provided. Accuracy and completeness are essential. Omissions, ambiguous, and equivocal statements may be construed against the respondent. The RFQ response may be incorporated into any contract which results from this RFQ, and vendor(s) are cautioned not to make claims or statements it is not prepared to commit to contractually. Failure of the vendor to meet such claims will result in a requirement that the vendor provide resources necessary to meet submitted claims.

The Jefferson County Purchasing Department may initiate discussions with selected vendors; however, discussions may not be initiated by vendors.

The Jefferson County Purchasing Department expects to conduct discussions with vendor's representatives authorized to contractually obligate the vendor with an offer. **Vendors shall not contact any Jefferson County personnel during the RFQ process without the express permission from the Jefferson County Purchasing Agent. The Purchasing Agent will disqualify any vendor who has made site visits, contacted Jefferson County personnel, or distributed any literature without authorization from the Jefferson County Purchasing Department.**

All correspondence relating to this RFQ, from advertisement to award shall be sent to the Jefferson County Purchasing Department. All presentations and/or meetings between Jefferson County and the vendor relating to this RFQ shall be coordinated by the Jefferson County Purchasing Department.

Selected vendors may be expected to make a presentation/product demonstration to an Evaluation Committee. Proposals, vendor presentations, and product/service evaluations may develop into negotiating sessions with the vendor(s) as selected by the Evaluation Committee. Jefferson County expects to conduct negotiations with vendor representatives authorized to contractually obligate the vendor with an offer. If vendor is unable to agree to contract terms and conditions, Jefferson County reserves the right to terminate contract negotiations with that vendor and initiate negotiations with another vendor. In addition to a presentation, visits by the Evaluation Committee to representative vendor client sites may be conducted where the proposed solution can be demonstrated in a production environment.

1.5 SURVEYOR FIRM's SERVICES.

A. A description of services that may be utilized under this RFQ includes:
   1. Develop pre-mitigation elevation certificates.

1.6 LAWS AND REGULATIONS.

A. The Surveyor Firm(s) must comply with all laws, ordinances, and rules and regulations which govern the work specified in this contract.

1.7 INSURANCE.

The contractor (including any and all subcontractors as defined in **Section 8.1.3** below) shall, at all times during the term of this contract, maintain insurance coverages with not less than the type and requirements shown below. Such insurance is to be provided at the sole cost of the contractor. These requirements do not establish limits of the contractor's liability.

All policies of insurance shall waive all rights of subrogation against the County, its officers, employees and agents; a copy of the policy wording or endorsement is required.

Contractor shall furnish Jefferson County with Certificate of Insurance naming Jefferson County as additional insured and will provide the actual policy wording or endorsement showing as such.

All insurance must be written by an insurer licensed to conduct business in the State of Texas.

Minimum Insurance Requirements:

Public Liability, including Products & Completed Operations	$1,000,000
Excess Liability	$1,000,000

Property Insurance (policy below that is applicable to this project):

Improvements & Betterments Policy: Improvements/Remodeling (for Lease Tenants)
Builder's Risk Policy: Structural Coverage for Construction Projects
Installation Floater Policy: Improvements/Alterations to Existing Structure

Workers' Compensation Statutory Coverage (**See Section 1.8 Below**)

1.8 WORKER'S COMPENSATION INSURANCE.

1.8.1 Definitions:

1.8.1.1 **Certificate of coverage ("Certificate")** – A copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a coverage agreement, DWC-81, DWC-82, DWC-83, or DWC-84 showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.

1.8.1.2 **Duration of the project** – Includes the time from the beginning of the work on the project until the contractor's/person's work on the project has been completed and accepted by the governmental entity.

1.8.1.3 **Persons providing services on the project ("subcontractor") in article 406.096** – Includes all persons or entities performing all or part of the services under the contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractor, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project. "Services" includes, without limitation, providing, hauling or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

1.8.2 The Contractor shall provide coverage, based on proper reporting of classification code and payroll amounts and filing any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the contractor providing services on the project, for the duration of the project.

1.8.3 The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract – refer **to Section 1.7** above.

1.8.4 If the coverage period shown on the Contractor's current certificate of coverage ends during the duration of the project, the Contractor must, prior to the end of the coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been extended.

1.8.5 The Contractor shall obtain from each person providing services on a project, and provide to the governmental entity:

1.8.5.1 A certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project; and

1.8.5.2 No later than seven (7) days after receipt by the Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate ends during the duration of the project.

1.8.6 The Contractor shall retain all required certificates of coverage for the duration of the project and for one (1) year thereafter.

1.8.7 The Contractor shall notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.

1.8.8 The Contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Department of Workers' Compensation, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.

1.8.9 The Contractor shall contractually require each person with whom it contracts to provide services on a project to:

1.8.9.1 Provide coverage, based on reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all its employees providing services on the project, for the duration of the project.

1.8.9.2 Provide to the Contractor, prior to that person beginning work on the project a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project.

1.8.9.3 Provide the Contractor, prior to the end of coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.

1.8.9.4 Obtain from each person with whom it contracts, and provide to the Contractor:

1.8.9.4.1 A certificate of coverage, prior to the other person beginning work on the project; and

1.8.9.4.2 the coverage period, if the coverage period shown on the current certificate of a new certificate of coverage showing extension of coverage, prior to the end of coverage ends during the duration of the project.

1.8.9.5 Retain all required certificates of coverage on file for the duration of the project and for one (1) year thereafter.

1.8.9.6 Notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and

1.8.9.7 Contractually require each person with whom it contracts to perform as required by paragraphs **1.8.1. – 1.8.7**., with the certificates of coverage to be provided to the person for whom they are providing services.

1.8.10 By signing this contract or providing or causing to be provided a certificate of coverage, the Contractor is representing to the governmental entity that all employees of the contractor who will provide services of the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

1.8.11 The Contractor's failure to comply with any of these provisions is a breach of contract by the Contractor which entitles the governmental entity to declare the contract void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the governmental entity.

1.9 TERMS AND CONDITIONS.

1. Jefferson County reserves the right to request clarification of information submitted and to request additional information of one or more respondents.

2. Any agreement or contract resulting from this RFQ shall be on forms approved by Jefferson County and shall contain, at minimum, applicable provisions of this document. Jefferson County reserves the right to reject any

agreement that does not conform to this document and any County requirements and contracts.

3. The Surveyor shall not assign any interest in the contract and shall not transfer any interest in the same without prior written consent of the County.

4. No reports, information, or data given to or prepared by the Surveyor under contract shall be made available to any individual or organization by the Surveyor without the prior written approval of the County.

RESPONDENT: INSERT COPY OF CERTIFICATE OF INSURANCE (COI) BEHIND THIS PAGE.

Note: For RFQ response submission purposes, a general COI will suffice. However, a COI that includes the notation that "Jefferson County as an additional insured" will be required from Awarded Respondent(s) prior to the issuance of a Purchase Order.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 07/05/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER

Ruben D Lozoya Agency
8109 Gladys Ave, Ste 102
Beaumont, Tx 77706

CONTACT NAME: Ruben D. Lozoya
PHONE (A/C, No, Ext): (409)813-2000 FAX (A/C, No): (409)813-2005
E-MAIL ADDRESS: rlozoya1@farmersagent.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Farmers Texas County Mutual Insurance Co	
INSURER B : Farmers Texas County Mutual Insurance Co	
INSURER C : Farmers Texas County Mutual Insurance Co	
INSURER D : Farmers Texas County Mutual Insurance Co	
INSURER E : Hiscox Insurance Company	
INSURER F : Global Aerospace, Inc.	

INSURED

Mitchell Brackin
Access Surveyors LLC
11025 Old Voth Rd
Beaumont, Tx 77713

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC OTHER:	X	X	606620987	03/18/2022	03/18/2023	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 1,000,000 $
B	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY [X] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY	X	X	606799720	07/03/2022	07/03/2023	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 1,000,000 $ $ $ $
C	[X] UMBRELLA LIAB [X] OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $	X	X	606621132	03/18/2022	03/18/2023	EACH OCCURRENCE AGGREGATE $	$ 10,000,000 $ 10,000,000 $
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [N] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	X	A07514168	03/18/2022	03/18/2023	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
E	Professional Liability			ANE193295221	03/18/2022	03/18/2023	Each Claim/Aggregate	$1,000,000 /$2,000,000
F	Drone Liability			9025796	10/23/2021	10/23/2022	Each Claim/Aggregate	$5,000,000 /$5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Ruben D. Lozoya

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REMEDIES

(For all awarded contracts with a value greater than $150,000.00)

Any violation or breach of terms of this contract on the part of the Contractor or the Contractor's subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this contract. The duties and obligations imposed by the contract documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. Any violation or breach of terms of this contract of the Contractor or the Contractor's sub-contractors will be subject to the remedies, including liquidated damages, described in the bid specifications or Request for Proposal and the Client rules and regulations and special conditions which are incorporated herein by reference in their entirety.

TERMINATION FOR CAUSE AND CONVENIENCE

(For all awarded contracts with a value greater than $10,000.00)

The Client reserves the right to terminate this contract for cause or convenience pursuant to the rules and regulations and special conditions which are incorporated herein by reference in their entirety.

EQUAL EMPLOYMENT OPPORTUNITY

(For all awarded contracts that meet the definition of "federally assisted construction contract" provided in 41 CFR Part 60-1.3) ***Contractor must complete enclosed certification***

During the performance of this contract, the contractor agrees as follows:

1. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:
Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this non-discrimination clause.

2. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

3. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

4. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

6. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation

to ascertain compliance with such rules, regulations, and orders.

7. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

8. The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

DAVIS-BACON ACT AND COPELAND "ANTI-KICKBACK" ACT

(The Davis-Bacon Act only applies to the Emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant Program. It DOES NOT apply to other FEMA grant and cooperative agreement programs, including the Public Assistance Program.

1. ***Minimum wages.***

   i. All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 193 7 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage dete1mination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

   Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1 (b)(2) of the

Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(I)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in §5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided,* that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(I)(ii) of this section) and the Davis Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

ii. (A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination, and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

2) The classification is utilized in the area by the construction industry; and

3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions , including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D)The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(I)(ii) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

i. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

ii. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided,* That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account asset for the meeting of obligations under the plan or program.

2. ***Withholding.***

The Federal Agency and/or Client shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 193 7 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the (Agency) may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. ***Payrolls and basic records.***

i. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section l (b) (2) (B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(l)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section l(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

ii. (A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the federal agency if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to the federal agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee *(e.g.,* the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at *http://www.dol.gov/esa/whd(forms/wh347instr.htm* or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the federal agency if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit them to the applicant, sponsor, or owner, as the case may be, for transmission to the federal agency, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, sponsor, or owner). (B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

1) That the payroll for the payroll period contains the information required to be provided under §5.5 (a) (3) (ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a) (3) (i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

i. The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section section available for inspection, copying, or transcription by authorized representatives of the federal agency or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. ***Apprentices and trainees.***

i. ***Apprentices.*** Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractors registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

ii. ***Trainees.*** Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in

accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

iii. ***Equal employment opportunity***. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

5. ***Compliance with Copeland Act requirements.***

The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

6. ***Subcontracts.***

The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a) (l) through (10) and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

7. ***Contract termination: debarment.***

A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. ***Compliance with Davis-Bacon and Related Act requirements.***

All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. ***Breach.***

A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

10. ***Disputes concerning labor standards.***

Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

11. ***Certification of eligibility.***

1) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis Bacon Act or 29 CFR 5.12(a)(l).

2) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(l).

3) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

(For all awarded contracts related to "mechanics and laborers" with a value greater than $100,000.00)

1) **Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2) **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of $27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

3) **Withholding for unpaid wages and liquidated damages.** The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

4) **Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT

(This requirement **does not apply** to the Public Assistance, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households - Other Needs Assistance Grant Program, as FEMA awards under these programs do not meet the definition of "funding agreement." If FEMA federal award meets definition of "funding agreement" under 37 CFR §401.2(a), for all awarded contracts related to experimental, developmental, or research work type contracts)

(a) Definitions

(1) *Invention* means any invention or discovery which is or may be patentable or otherwise protectable under Title 35 of the United States Code, or any novel variety of *et seq.)*.

(2) *Subject invention* means any invention of the *contractor* conceived or first actually reduced to practice in the performance of work under this *contract,* provided that in the case of a variety of plant, the date of determination (as defined in section 41(d) of the Plant Variety Protection Act, 7 U.S.C. 240l (d)) must also occur during the period of *contract* performance.

(3) *Practical Application* means to manufacture in the case of a composition or product, to practice in the case of a process or method, or to operate in the case of a machine or system; and, in each case, under such conditions as to establish that the invention is being utilized and that its benefits are, to the extent permitted by law or government regulations, available to the public on reasonable terms.

(4) *Made* when used in relation to any invention means the conception or first actual reduction to practice of such invention.

(5) *Small Business Firm* means a small business concern as defined at section 2 of Pub. L. 85-536 (15 U.S.C. 632) and implementing regulations of the Administrator of the Small Business Administration. For the purpose of this clause, the size standards for small business concerns involved in government procurement and subcontracting at 13 CFR 121.3-8 and 13 CFR 121.3- 12, respectively, will be used.

(6) *Nonprofit Organization* means a university or other institution of higher education or an organization of the type described in section 501 (c) {3) of the Internal Revenue Code of 1954 (26 U.S.C. 501(c) and exempt from taxation under section 501(a) of the Internal Revenue Code (25 U.S.C. 501(a)) or any nonprofit scientific

or educational organization qualified under a state nonprofit organization statute.

(b) Allocation of Principal Rights

The *Contractor* may retain the entire right, title, and interest throughout the world to each subject invention subject to the provisions of this clause and 35 U.S.C. 203. With respect to any subject invention in which the *Contractor* retains title, the Federal government shall have a nonexclusive, non-transferable, irrevocable, paid-up license to practice or have practiced for or on behalf of the United States the subject invention throughout the world.

(c) Invention Disclosure, Election of Title and Filing of Patent Application by *Contractor*

(1) The *contractor* will disclose each subject invention to the *Federal Agency* within two months after the inventor discloses it in writing to *contractor* personnel responsible for patent matters. The disclosure to the agency shall be in the form of a written report and shall identify the *contract* under which the invention was made and the inventor(s). It shall be sufficiently complete in technical detail to convey a clear understanding to the extent known at the time of the disclosure, of the nature, purpose, operation, and the physical, chemical, biological or electrical characteristics of the invention. The disclosure shall also identify any publication, on sale or public use of the invention and whether a manuscript describing the invention has been submitted for publication and, if so, whether it has been accepted for publication at the time of disclosure. In addition, after disclosure to the *agency,* the *Contractor* will promptly notify the *agency* of the acceptance of any manuscript describing the invention for publication or of any on sale or public use planned by the *contractor.*

(2) The *Contractor* will elect in writing whether or not to retain title to any such invention by notifying the *Federal agency* within two years of disclosure to the *Federal agency.* However, in any case where publication, on sale or public use has initiated the one-year statutory period wherein valid patent protection can still be obtained in the United States, the period for election of title may be shortened by the *agency* to a date that is no more than 60 days prior to the end of the statutory period.

(3) The *contractor* will file its initial patent application on a subject invention to which it elects to retain title within one year after election of title or, if earlier, prior to the end of any statutory period wherein valid patent protection can be obtained in the United States after a publication, on sale, or public use. The *contractor* will file patent applications in additional countries or international patent offices within either ten months of the corresponding initial patent application or six months from the date permission is granted by the Commissioner of Patents and Trademarks to file foreign patent applications where such filing has been prohibited by a Secrecy Order.

(4) Requests for extension of the time for disclosure, election, and filing under subparagraphs (1), (2), and (3) may, at the discretion of the *agency,* be granted.

(d) Conditions When the Government May Obtain Title

The *contractor* will convey to the *Federal agency,* upon written request, title to any subject invention-

(1) If the *contractor* fails to disclose or elect title to the subject invention within the times specified in (c), above, or elects not to retain title; provided that the *agency* may only request title within 60 days after learning of the failure of the *contractor* to disclose or elect within the specified times.

(2) In those countries in which the *contractor* fails to file patent applications within the times specified in (c) above; provided, however, that if the *contractor* has filed a patent application in a country after the times specified in (c) above, but prior to its receipt of the written request of the *Federal agency,* the *contractor* shall continue to retain title in that country.

(3) In any country in which the *contractor* decides not to continue the prosecution of any application for, to pay the maintenance fees on, or defend in reexamination or opposition proceeding on, a patent on a subject invention.

(e) Minimum Rights to *Contractor* and Protection of the *Contractor* Right to File

(1) The *contractor* will retain a nonexclusive royalty-free license throughout the world in each subject invention to which the Government obtains title, except if the *contractor* fails to disclose the invention within the times specified in (c), above. The *contractor's* license extends to its domestic subsidiary and affiliates, if any, within the corporate structure of which the *contractor* is a party and includes the right to grant sublicenses of the same scope to the extent the *contractor* was legally obligated to do so at the time the *contract* was awarded. The license is transferable only with the approval of the *Federal* to which the invention pertains.

(2) The *contractor's* domestic license may be revoked or modified by the *funding Federal agency* to the extent necessary to achieve expeditious practical application of the subject invention pursuant to an application for an exclusive license submitted in accordance with applicable provisions at 37 CFR part 404 and *agency*

licensing regulations (if any). This license will not be revoked in that field of use or the geographical areas in which the *contractor* has achieved practical application and continues to make the benefits of the invention reasonably accessible to the public. The license in any foreign country may be revoked or modified at the discretion of the *funding Federal agency* to the extent the *contractor,* its licensees, or the domestic subsidiaries or affiliates have failed to achieve practical application in that foreign country.

(3) Before revocation or modification of the license, the *funding Federal agency* will furnish the *contractor* a written notice of its intention to revoke or modify the license, and the *contractor* will be allowed thirty days (or such other time as may be authorized by the *funding Federal agency* for good cause shown by the *contractor)* after the notice to show cause why the license should not be revoked or modified. The *contractor* has the right to appeal, in accordance with applicable regulations in 37 CFR part 404 and *agency* regulations (if any) concerning the licensing of Government-owned inventions, any decision concerning the revocation or modification of the license.

(f) *Contractor* Action to Protect the Government's Interest

(1) The *contractor* agrees to execute or to have executed and promptly deliver to the *Federal agency* all instruments necessary to

(i) establish or confirm the rights the Government has throughout the world in those subject inventions to which the *contractor* elects to retain title, and

(ii) convey title to the *Federal agency* when requested under paragraph (d) above and to enable the government to obtain patent protection throughout the world in that subject invention.

(2) The *contractor* agrees to require, by written agreement, its employees, other than clerical and nontechnical employees, to disclose promptly in writing to personnel identified as responsible for the administration of patent matters and in a format suggested by the *contractor* each subject invention made under *contract* in order that the *contractor* can comply with the disclosure provisions of paragraph (c), above, and to execute all papers necessary to file patent applications on subject inventions and to establish the government's rights in the subject inventions. This disclosure format should require, as a minimum, the information required by (c) (l), above. The *contractor* shall instruct such employees through employee agreements or other suitable educational programs on the importance of reporting inventions in sufficient time to permit the filing of patent applications prior to U.S. or foreign statutory bars.

(3) The *contractor* will notify the *Federal agency* of any decisions not to continue the prosecution of a patent application, pay maintenance fees, or defend in a reexamination or opposition proceeding on a patent, in any country, not less than thirty days before the expiration of the response period required by the relevant patent office.

(4) The *contractor* agrees to include, within the specification of any United States patent applications and any patent issuing thereon covering a subject invention, the following statement, "This invention was made with government support under (identify the *contract)* awarded by (identify the Federal agency). The government has certain rights in the invention."

(g) Subcontracts

(1) The *contractor* will include this clause, suitably modified to identify the parties, in all subcontracts, regardless of tier, for experimental, developmental or research work. The subcontractor will retain all rights provided for the *contractor* in this clause, and the *contractor* will not, as part of the consideration for awarding the subcontract, obtain rights in the subcontractor's subject inventions.

(2) In the case of subcontracts, at any tier, when the prime award with the Federal agency was a contract (but not a grant or cooperative agreement), the *agency,* subcontractor, and the contractor agree that the mutual obligations of the parties created by this clause constitute a contract between the subcontractor and the Federal agency with respect to the matters covered by the clause; provided, however, that nothing in this paragraph is intended to confer any jurisdiction under the Contract Disputes Act in connection with proceedings under paragraph (i) of this clause.

(h) Reporting on Utilization of Subject Inventions

The *Contractor* agrees to submit on request periodic reports no more frequently than annually on the utilization of a subject invention or on efforts at obtaining such utilization that are being made by the *contractor* or its licensees or assignees. Such reports shall include information regarding the status of development, date of first commercial sale or use, gross royalties received by the contractor, and such other data and information as the *agency* may reasonably specify. The *contractor* also agrees to provide additional reports as may be requested by the *agency* in connection with

any march-in proceeding undertaken by the *agency* in accordance with paragraph (i) of this clause. As required by 35 U.S.C. 202(c) (5), the *agency* agrees it will not disclose such information to persons outside the government without permission of the *contractor.*

(i) Preference for United States Industry

Notwithstanding any other provision of this clause, the *contractor* agrees that neither it nor any assignee will grant to any person the exclusive right to use or sell any subject inventions in the United States unless such person agrees that any products embodying the subject invention or produced through the use of the subject invention will be manufactured substantially in the United States. However, in individual cases, the requirement for such an agreement may be waived by the *Federal agency* upon a showing by the *contractor* or its assignee that reasonable but unsuccessful efforts have been made to grant licenses on similar terms to potential licensees that would be likely to manufacture substantially in the United States or that under the circumstances domestic manufacture is not commercially feasible.

(j) March-in Rights

The *contractor* agrees that with respect to any subject invention in which it has acquired title, the *Federal agency* has the right in accordance with the procedures in 37 CFR 401.6 and any supplemental regulations of the *agency* to require the *contractor,* an assignee or exclusive licensee of a subject invention to grant a nonexclusive, partially exclusive, or exclusive license in any field of use to a responsible applicant or applicants, upon terms that are reasonable under the circumstances, and if the *contractor,* assignee, or exclusive licensee refuses such a request the *Federal agency* has the right to grant such a license itself if the *Federal agency* determines that:

(1) Such action is necessary because the *contractor* or assignee has not taken or is not expected to take within a reasonable time, effective steps to achieve practical application of the subject invention in such field of use.

(2) Such action is necessary to alleviate health or safety needs which are not reasonably satisfied by the *contractor,* assignee or their licensees;

(3) Such action is necessary to meet requirements for public use specified by Federal regulations and such requirements are not reasonably satisfied by the *contractor,* assignee or licensees; or

(4) Such action is necessary because the agreement required by paragraph (i) of this clause has not been obtained or waived or because a licensee of the exclusive right to use or sell any subject invention in the United States is in breach of such agreement.

(k) Special Provisions for *Contracts* with Nonprofit Organizations If the *contractor* is a nonprofit organization, it agrees that:

(1) Rights to a subject invention in the United States may not be assigned without the approval of the *Federal agency,* except where such assignment is made to an organization which has as one of its primary functions the management of inventions, provided that such assignee will be subject to the same provisions as the *contractor;*

(2) The *contractor* will share royalties collected on a subject invention with the inventor, including Federal employee co-inventors (when the agency deems it appropriate) when the subject invention is assigned in accordance with 35 U.S.C. 202(e) and 37 CFR 401.10;

(3) The balance of any royalties or income earned by the *contractor* with respect to subject inventions, after payment of expenses (including payments to inventors) incidental to the administration of subject inventions, will be utilized for the support of scientific research or education; and

(4) It will make efforts that are reasonable under the circumstances to attract licensees of subject invention that are small business firms and that it will give a preference to a small business firm when licensing a subject invention if the *contractor* determines that the small business firm has a plan or proposal for marketing the invention which, if executed, is equally as likely to bring the invention to practical application as any plans or proposals from applicants that are not small business firms; provided, that the *contractor* is also satisfied that the small business firm has the capability and resources to carry out its plan or proposal. The decision whether to give a preference in any specific case will be at the discretion of the *contractor.* However, the *contractor* agrees that the Secretary applicants, and the *contractor* will negotiate changes to its licensing policies, procedures, or practices with the Secretary when the Secretary's review discloses that the *contractor* could take reasonable steps to implement more effectively the requirements of this paragraph (k)(4).

(l) Communication

Any communications to be given hereunder by either party to the other shall be deemed to be duly given if set forth in writing and personally delivered or sent by mail, registered or certified, postage prepaid with return receipt requested, as follows:

_____

_____

_____

_____

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 Access Surveyors, LLC certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Clint E. Rawlings

Signature of Contractor's Authorized Official

Clint Rawlings, Sr. Project Manager

Name and Title of Contractor's Authorized Official

August 23, 2022

Date

REQUIRED FORM
Bidder: Please complete this form and include with bid submission.

DEBARMENT/SUSPENSION CERTIFICATION

Non-Federal entities and contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, Debarment and Suspension (1986) and Executive Order 12689, Debarment and Suspension (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (No procurement Debarment and Suspension).

This requirement applies to all FEMA grant and cooperative agreement programs.

Federal Executive Order (E .O.) 12549 "Debarment" requires that all contractors receiving individual awards, using federal funds, and all sub recipients certify that the organization and its principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from doing business with the Federal Government. By signing this document, you certify that your organization and its principals are not debarred. Failure to comply or attempts to edit this language may disqualify your bid. Information on debarment is available at the following websites: www.sam.gov and https://acguisition.qov/far/index.html see section 52.209-6.

The Contractor Access Surveyors, LLC certifies or affirms by your signature that neither you nor your principal is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

Clint E. Rawlings

Signature of Contractor's Authorized Official

Clint Rawlings, Sr. Project Manager

Name and Title of Contractor's Authorized Official

August 23, 2022

Date

REQUIRED FORM
Bidder: Please complete this form and include with bid submission.

1. EQUAL EMPLOYMENT OPPORTUNITY (Equal Opportunity Clause)

(For all awarded contracts that meet the definition of "federally assisted construction contract" provided in 41 CFR Part 60-1.3)

During the performance of this contract, the contractor agrees as follows:

1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

   Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or order this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

Clint E. Rawlings

Signature of Contractor's Authorized Official

Clint Rawlings, Sr. Project Manager

Name and Title of Contractor's Authorized Official

August 23, 2022

Date

REQUIRED FORM
Bidder: Please complete this form and include with bid submission.

The following requirements and instructions **supersede** General Requirements where applicable.

3.1 SUBMISSION OF QUALIFICATIONS.

Each Respondent shall ensure that required parts of the RFQ response are completed with accuracy and submitted as per the requirements within this specifications packet, including any addenda.

Responses must be submitted in complete original form by mail or messenger to the following address:

Jefferson County Purchasing Department
1149 Pearl Street, 1st Floor
Beaumont, TX 77701

Respondent shall submit response in a tightly sealed opaque envelope or box, plainly marked "SEALED RFQ RESPONSE." The outside of the envelope of box shall also include the RFQ Number, RFQ Name, RFQ Due Date, and the Respondent's Name and Address; and shall be addressed to the Purchasing Agent.

The County requests that response submissions NOT be bound by staples or glued spines.

Respondent is responsible for submitting: One (1) original and five (5) response copies; with all copies to include a completed copy of this specifications packet, in its entirety.

Respondent shall monitor the Jefferson County Purchasing Department Website for any addenda, additional instructions, or RFQ updates. https://www.co.jefferson.tx.us/Purchasing/

Failure to return all required documentation will result in a response being declared as non-responsive.

3.2 DEADLINE FOR RESPONSE SUBMISSIONS/DELIVERY.

All submissions must be received by 11:00 am CT, Wednesday, August 31, 2022

RFQ responses will be accepted at the above address until the time and date specified herein, and immediately after will be publicly opened and read aloud.

Late responses will not be accepted and will be returned unopened to the Respondent.

Jefferson County will not accept any responsibility for responses being delivered by third party carriers.

Jefferson County shall not be responsible for any effort or cost expended in the preparation of a response to this RFQ.

All responses submitted in response to this invitation shall become the property of Jefferson County and will be a matter of public record available for review.

All protests should be coordinated through the Purchasing Office prior to award recommendation to Commissioners' Court.

Please direct questions to **Mistey Reeves, Assistant Purchasing Agent** at 409-835-8593 or e-mail at: mreeves@co.jefferson.tx.us.

3.3 COURTHOUSE SECURITY.

All visitors to the Courthouse must pass through Security. Respondents planning to hand deliver their RFQ response must allow time to get through Security, as a delay in entering the Courthouse will not be accepted as an excuse for late submittal. Mondays and Tuesdays are particularly heavy days.

In response to the Covid-19 pandemic, Jefferson County has implemented precautionary measures recommended by the CDC within its facilities. Visitors to the courthouse will be required to wear a mask within the courthouse.

Respondents are strongly urged to plan accordingly.

3.4 COUNTY HOLIDAYS (2022).

January 17, 2022	Martin Luther King, Jr. Day	Monday
February 21, 2022	President's Day	Monday
April 15, 2022	Good Friday	Friday
May 30, 2022	Memorial Day	Monday
July 4, 2022	Independence Day	Monday
September 5, 2022	Labor Day	Monday
November 11, 2022	Veteran's Day	Friday
November 24 & 25, 2022	Thanksgiving	Thursday & Friday
December 23 & 26, 2022	Christmas	Friday & Monday
January 2, 2023	New Year's	Monday

3.5 SUBMISSIONS DURING TIME OF INCLEMENT WEATHER, DISASTER, OR EMERGENCY.

In case of inclement weather or any other unforeseen event causing the County to close for business on the date of a bid/proposal/statement of qualifications submission deadline, the RFQ closing will automatically be postponed until the next business day that County offices are open to the public. Should inclement weather conditions or any other unforeseen event cause delays in courier service operations, the County may issue an addendum to all known vendors interested in the project to extend the deadline. It will be the responsibility of the vendor to notify the county of their interest in the project should these conditions impact their ability to submit a bid/proposal/statement of qualifications submission before the stated deadline. The County reserves the right to make the final judgement call to extend any deadline.

Should an emergency or unanticipated event interrupt normal County processes, and bid/proposal/statement of qualifications submissions cannot be received by the Jefferson County Purchasing Department's office by the exact time specified in the RFQ and urgent County requirements preclude amendment to the RFQ, the time specified for receipt of Statements of Qualifications will be deemed to be extended to the same time of day specified in the solicitation on the first business day on which normal County processes resume.

Proposals will be opened publicly in a manner to avoid public disclosure of contents; however, only names of Proposers will be read aloud.

3.6 PRE-PROPOSAL CONFERENCE.

Due to the nature of this Request for Proposals, a Pre-Proposal Conference will not be held for this project.

3.7 QUESTIONS/DEADLINE FOR QUESTIONS.

Questions may be emailed to **Mistey Reeves, Assistant Purchasing Agent** at: mreeves@co.jefferson.tx.us or faxed at: 409-835-8456. If no response in 72 hours contact **Deborah Clark, Purchasing Agent** at: dclark@co.jefferson.tx.us or faxed at: 409-835-8456.

The Deadline for asking questions or requesting additional information (in writing) is 5:00 pm, CT, **August 24, 2022.**

3.8 VENDOR REGISTRATION: SAM (SYSTEM FOR AWARD MANAGEMENT).

Vendors doing business with Jefferson County are **required** to be registered with The System for Award Management (SAM), with an "active" status. The System for Award Management (SAM) is the Official U.S. Government system that consolidated the capabilities of CCR/FedReg, ORCA, and EPLS. There is NO fee to register for this site. Entities may register at no cost directly from the SAM website at: https://www.sam.gov

In instances where a vendor has either an "Inactive" SAM Registration or is not currently registered with the System for Award Management, the Purchasing Department may *initially* accept proof (printout from the SAM website) that the vendor has begun the registration process in order for the IFB/RFQ/RFQ submission to be considered as "responsive" to the specifications for the project.

However, the SAM Registration must be completed (showing "active" status, with no exclusions) prior to the award and/or execution of an agreement or contract for the project.

3.9 FORM 1295 SUBMISSION REQUIREMENT (TEXAS ETHICS COMMISSION).

ALL NON-EXEMPT RESPONDENTS ARE REQUIRED TO SUBMIT COMPLETED FORM 1295 WITH RFQ RESPONSE SUBMISSION.

INSTRUCTIONS:

(1) Submit a FORM 1295 online via the Texas Ethics Commission website link below.
Vendors must enter the required information on Form 1295, and print a copy of the completed form.
The form will include a certification of filing that will contain a unique certification number.

2. Submit a FORM 1295 hard copy (completed & signed by an Authorized Agent of the Awarded Vendor), to the Jefferson County Purchasing Department WITH RFQ SUBMISSION.

FORM 1295, Completion Instructions, and Login Instructions are available via the Texas Ethics Commission Website at:
https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

SAMPLE: A sample of a completed FORM 1295 is included on PAGE 27.

FORM 1295 Implementation Background:

In accordance with House Bill 1295 (passed January 1, 2016), Vendors entering into contracts and professional agreements with Jefferson County will be required to complete a Certificate of Interested Parties (FORM 1295), **unless contract is considered exempt as described below.**

In 2017, the Texas legislature amended the law to require Form 1295 to include an "unsworn declaration" which includes, among other things, the date of birth and address of the authorized representative signing the form. The unsworn declaration, including the date of birth and address of the signatory, replaces the notary requirement that applied to contracts entered into before January 1, 2018. The TEC filing application does not capture the date of birth or street address of the signatory and it will not appear on forms that are filed using the TEC filing application.

Changes to the law requiring certain businesses to file a Form 1295 are in effect for contracts entered into or amended on or after January 1, 2018. The changes exempt businesses from filing a Form 1295 for certain types of contracts and replace the need for a completed Form 1295 to be notarized. Instead, the person filing a 1295 needs to complete an "unsworn declaration."

FORM 1295 EXEMPTIONS:

What type of contracts are exempt from the Form 1295 filing requirement under the amended law?

The amended law adds to the list of types of contract exempt from the Form 1295 filing requirement.

A completed Form 1295 is not required for:

- a sponsored research contract of an institution of higher education
- an interagency contract of a state agency or an institution of higher education
- a contract related to health and human services if: the value of the contract cannot be determined at the time the contract is executed; and o any qualified vendor is eligible for the contract
- a contract with a publicly traded business entity, including a wholly owned subsidiary of the business entity
- a contract with an electric utility, as that term is defined by Section 31.002, Utilities Code
- a contract with a gas utility, as that term is defined by Section 121.001, Utilities Code

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY

1 **Name of business entity filing form, and the city, state and country of the business entity's place of business.**

YOUR FIRM NAME HERE

2 **Name of governmental entity or state agency that is a party to the contract for which the form is being filed.**

**JEFFERSON COUNTY, TEXAS*

3 **Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.**

BID/CONTRACT/PO NUMBER GOES HERE

4 Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
		Controlling	Intermediary
NAME OF PERSON/PERSONS THAT OWN BUSINESS GOES HERE. MUST LIST ANY PERSON THAT DOES NOT WORK FOR THE COMPANY LISTED IN #1 THAT WILL PROFIT FROM THE BID/CONTRACT/PO			

5 **Check only if there is NO Interested Party.** ☐ **ONLY CHECK IF NO CONTROLLING OR INTERMEDIARY PARTY**

6 **UNSWORN DECLARATION** Vendor is to complete #6 - Unsworn Declaration

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____ County, State of _____, on the _____ day of _____, 20_____.
(month) (year)

_____
Signature of authorized agent of contracting business entity
(Declarant)

ADD ADDITIONAL PAGES AS NECESSARY

Form provided by Texas Ethics Commission www.ethics.state.tx.us Revised 12/22/2017

Must file online at www.ethics.state.tx.us/File

RESPONDENT: INSERT COMPLETED FORM 1295 BEHIND THIS PAGE.

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2022-925888

Date Filed:
08/24/2022

Date Acknowledged: MR
8.31.2022 @ 2:43 PM

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Access Surveyors, LLC
Beaumont, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
Jefferson County, 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.
RFQ 22-044/MR
Surveying Services - Elevation Certificates

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Brackin, Mitchell	beaumont, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is Clint Rawlings, and my date of birth is 9-6-75.

My address is 11025 Old Voth Rd Beaumont TX 77613 US
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Jefferson County, State of TX, on the 24 day of August (month), 2022 (year).

Clint E. Rawlings

Signature of authorized agent of contracting business entity
(Declarant)

BIDDER: INSERT PROOF OF SYSTEM FOR AWARD MANAGEMENT (SAM) REGISTRATION PROOF HERE. THE WEBSITE FOR REGISTRATION IS SAM.GOV.

SAM.GOV®

ACCESS SURVEYORS LLC

Unique Entity ID	CAGE / NCAGE	Purpose of Registration
JL7MXK9NXCK3	**4HF48**	**All Awards**
Registration Status	Expiration Date	
Active Registration	**Apr 8, 2023**	
Physical Address	Mailing Address	
11025 Voth RD	**11025 Voth RD**	
Beaumont, Texas 77713-8613	**Beaumont, Texas 77713-8613**	
United States	**United States**	

[redacted]

Doing Business as	Division Name	Division Number
(blank)	**(blank)**	**(blank)**
Congressional District	State / Country of Incorporation	URL
Texas 14	**Texas / United States**	**www.access-surveyors.com**

Registration Dates

Activation Date	Submission Date	Initial Registration Date
Mar 11, 2022	**Mar 9, 2022**	**Aug 14, 2006**

Entity Dates

Entity Start Date	Fiscal Year End Close Date
Feb 1, 1999	**Dec 31**

Immediate Owner

CAGE	Legal Business Name
(blank)	**(blank)**

Highest Level Owner

CAGE	Legal Business Name
(blank)	**(blank)**

Executive Compensation

In your business or organization's preceding completed fiscal year, did your business or organization (the legal entity to which this specific SAM record, represented by a Unique Entity ID, belongs) receive both of the following: 1. 80 percent or more of your annual gross revenues in U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements and 2. $25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

No

Does the public have access to information about the compensation of the senior executives in your business or organization (the legal entity to which this specific SAM record, represented by a Unique Entity ID, belongs) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

Not Selected

Proceedings Questions

Is your business or organization, as represented by the Unique Entity ID on this entity registration, responding to a Federal procurement opportunity that contains the provision at FAR 52.209-7, subject to the clause in FAR 52.209-9 in a current Federal contract, or applying for a Federal grant opportunity which contains the award term and condition described in 2 C.F.R. 200 Appendix XII?

No

Does your business or organization, as represented by the Unique Entity ID on this specific SAM record, have current active Federal contracts and/or grants with total value (including any exercised/unexercised options) greater than $10,000,000?

Not Selected

Within the last five years, had the business or organization (represented by the Unique Entity ID on this specific SAM record) and/or any of its principals, in connection with the award to or performance by the business or organization of a Federal contract or grant, been the subject of a Federal or State (1) criminal proceeding resulting in a conviction or other acknowledgment of fault; (2) civil proceeding resulting in a finding of fault with a monetary fine, penalty, reimbursement, restitution, and/or damages greater than $5,000, or other acknowledgment of fault; and/or (3) administrative proceeding resulting in a finding of fault with either a monetary fine or penalty greater than $5,000 or reimbursement, restitution, or damages greater than $100,000, or other acknowledgment of fault?

Not Selected

Exclusion Summary

Active Exclusions Records?

No

[redacted]

I authorize my entity's non-sensitive information to be displayed in SAM public search results:

Yes

[redacted]

Business Types

Entity Structure
Sole Proprietorship

Entity Type
Business or Organization

Organization Factors
Limited Liability Company

Profit Structure
For Profit Organization

Socio-Economic Types

Self Certified Small Disadvantaged Business

Check the registrant's Reps & Certs, if present, under FAR 52.212-3 or FAR 52.219-1 to determine if the entity is an SBA-certified HUBZone small business concern. Additional small business information may be found in the SBA's Dynamic Small Business Search if the entity completed the SBA supplemental pages during registration.

[redacted]

Accepts Credit Card Payments
Yes

Debt Subject To Offset
No

EFT Indicator
0000

CAGE Code
4HF48

Electronic Funds Transfer

Account Type
Checking

Routing Number
*******0614**

Lock Box Number
(blank)

Financial Institution
JPMORGAN CHASE BANK, NA

Account Number
*******9017**

Automated Clearing House

Phone (U.S.)
4098982171

Email
(blank)

Phone (non-U.S.)
(blank)

Fax
(blank)

Remittance Address

ACCESS SURVEYORS
11025 Old Voth Road
Beaumont, Texas 77713
United States

[redacted]

EIN
*******2953**

Type of Tax
Applicable Federal Tax

Taxpayer Name
Access Surveyors LLC

Tax Year (Most Recent Tax Year)
2021

Name/Title of Individual Executing Consent
Owner

TIN Consent Date
Mar 9, 2022

Address
11025 Voth RD
Beaumont, Texas 77713

Signature
MITCH BRACKIN

[redacted]

Accounts Receivable POC

Kourtney Brackin, Administrator
kourtney@access-surveyors.com
4098386322

Electronic Business

Kourtney A Brackin, Administrator
kourtney@access-surveyors.com
4092019935

11025 Old Voth Road
Beaumont, Texas 77713
United States

Mitch Brackin
rpls5163@aol.com
4097912784

11025 Old Voth Road
Beaumont, Texas 77713
United States

Government Business

Colby Brackin, Project Manager
colby@access-surveyors.com
4097904832

11025 Old Voth Road
Beaumont, Texas 77713
United States

Mitch Brackin
rpls5163@aol.com
4097912784

11025 Old Voth Road
Beaumont, Texas 77713
United States

Past Performance

Mitch Brackin
rpls5163@aol.com
4097912784

11025 Old Voth Road
Beaumont, Texas 77713
United States

Sole Proprietorship POC

Mitch Brackin, Owner
rpls5163@aol.com
4097912784

Company Security Level
(blank)

Highest Level Employee Security Level
(blank)

NAICS Codes

Primary	NAICS Codes	NAICS Title
Yes	**541370**	**Surveying And Mapping (Except Geophysical) Services**
	213112	**Support Activities For Oil And Gas Operations**
	541310	**Architectural Services**
	541330	**Engineering Services**
	541340	**Drafting Services**
	541360	**Geophysical Surveying And Mapping Services**

Product and Service Codes

PSC	PSC Name
C212	**Architect And Engineering- General: Engineering Drafting, Not Cad/Cam**
R404	**Support- Professional: Land Surveys-Cadastral (Non-Construction)**
T014	**Photo/Map/Print/Publication- Topography**

IGT Size Metrics

Annual Revenue (from all IGTs)
(blank)

Worldwide

Annual Receipts (in accordance with 13 CFR 121)

Number of Employees (in accordance with 13 CFR 121)

$2,270,173.00	**21**

Location

Annual Receipts (in accordance with 13 CFR 121)	Number of Employees (in accordance with 13 CFR 121)
(blank)	**(blank)**

Industry-Specific

Barrels Capacity	Megawatt Hours	Total Assets
(blank)	**(blank)**	**(blank)**

[redacted]

This entity did not enter the EDI information

[redacted]

Yes, this entity appears in the disaster response registry.

Bonding Levels	Dollars
(blank)	**(blank)**

States	Counties	Metropolitan Statistical Areas
Any	**(blank)**	**(blank)**

SAM.GOV®

ACCESS SURVEYORS LLC

Unique Entity ID	CAGE / NCAGE	Purpose of Registration
JL7MXK9NXCK3	**4HF48**	**All Awards**
Registration Status	Expiration Date	
Active Registration	**Apr 8, 2023**	
Physical Address	Mailing Address	
11025 Voth RD **Beaumont, Texas 77713-8613** **United States**	**11025 Voth RD** **Beaumont, Texas 77713-8613** **United States**	

Business Information

Doing Business as	Division Name	Division Number
(blank)	**(blank)**	**(blank)**
Congressional District	State / Country of Incorporation	URL
Texas 14	**Texas / United States**	**www.access-surveyors.com**

Registration Dates

Activation Date	Submission Date	Initial Registration Date
Mar 11, 2022	**Mar 9, 2022**	**Aug 14, 2006**

Entity Dates

Entity Start Date	Fiscal Year End Close Date
Feb 1, 1999	**Dec 31**

Immediate Owner

CAGE	Legal Business Name
(blank)	**(blank)**

Highest Level Owner

CAGE	Legal Business Name
(blank)	**(blank)**

Executive Compensation

Registrants in the System for Award Management (SAM) respond to the Executive Compensation questions in accordance with Section 6202 of P.L. 110-252, amending the Federal Funding Accountability and Transparency Act (P.L. 109-282). This information is not displayed in SAM. It is sent to USAspending.gov for display in association with an eligible award. Maintaining an active registration in SAM demonstrates the registrant responded to the questions.

Proceedings Questions

Registrants in the System for Award Management (SAM) respond to proceedings questions in accordance with FAR 52.209-7, FAR 52.209-9, or 2.C.F.R. 200 Appendix XII. Their responses are not displayed in SAM. They are sent to FAPIIS.gov for display as applicable. Maintaining an active registration in SAM demonstrates the registrant responded to the proceedings questions.

Exclusion Summary

Active Exclusions Records?

No

SAM Search Authorization

I authorize my entity's non-sensitive information to be displayed in SAM public search results:

Yes

Entity Types

Business Types

Entity Structure	Entity Type	Organization Factors
Sole Proprietorship	**Business or Organization**	**Limited Liability Company**
Profit Structure		
For Profit Organization		

Socio-Economic Types

Self Certified Small Disadvantaged Business

Check the registrant's Reps & Certs, if present, under FAR 52.212-3 or FAR 52.219-1 to determine if the entity is an SBA-certified HUBZone small business concern. Additional small business information may be found in the SBA's Dynamic Small Business Search if the entity completed the SBA supplemental pages during registration.

Financial Information

Accepts Credit Card Payments	Debt Subject To Offset
Yes	**No**

EFT Indicator	CAGE Code
0000	**4HF48**

Points of Contact

Electronic Business

Kourtney A Brackin, Administrator
11025 Old Voth Road
Beaumont, Texas 77713
United States

Mitch Brackin
11025 Old Voth Road
Beaumont, Texas 77713
United States

Government Business

Colby Brackin, Project Manager
11025 Old Voth Road
Beaumont, Texas 77713
United States

Mitch Brackin
11025 Old Voth Road
Beaumont, Texas 77713
United States

Past Performance

Mitch Brackin
11025 Old Voth Road
Beaumont, Texas 77713
United States

Service Classifications

NAICS Codes

Primary	NAICS Codes	NAICS Title
Yes	**541370**	**Surveying And Mapping (Except Geophysical) Services**
	213112	**Support Activities For Oil And Gas Operations**
	541310	**Architectural Services**
	541330	**Engineering Services**
	541340	**Drafting Services**
	541360	**Geophysical Surveying And Mapping Services**

Product and Service Codes

PSC	PSC Name
C212	**Architect And Engineering- General: Engineering Drafting, Not Cad/Cam**
R404	**Support- Professional: Land Surveys-Cadastral (Non-Construction)**
T014	**Photo/Map/Print/Publication- Topography**

Disaster Response

Yes, this entity appears in the disaster response registry.

Bonding Levels	Dollars

(blank)	(blank)

States
Any

Counties
(blank)

Metropolitan Statistical Areas
(blank)

3.10 MINIMUM REQUIREMENTS: FIRM INFORMATION TO BE INCLUDED IN RESPONSE.

Firms desiring to be considered for Surveyor for Jefferson County are required to submit a Statement of Qualifications and Experience in order to be considered for contracts under this procedure. Only firms with statements submitted in response to this Request for Qualifications will be evaluated. The statement should contain, at a minimum, the following:

1. Name of the firm wishing to contract with the County.
2. Firm's local address.
3. Firm's corporate or main office address.
4. Number of years the firm has been in business.
5. Names, qualifications, and experience of professional staff who would be assigned to Jefferson County.
6. Firm's organization chart.
7. Biographies or resumes, including home office location and other relevant information, for each key staff member likely to be assigned to a project.
8. Names, titles, address, and telephone numbers of persons who are authorized to negotiate for and contractually bind the firm. One of these persons should sign the response. A contact must be named for addressing questions generated during the evaluation process.
9. A description of representative work accomplished for all jobs within the past five (5) years.
10. Provide a detailed summary of the firm's experience in providing the kinds of services specified in this RFQ to governmental entities.
11. Describe reasons why the firm would be uniquely qualified to provide survey services to Jefferson County.
12. Describe any unique services offered by your firm.
13. A list of references, other than Jefferson County, who have contracted the types of work the firm, is offering to perform. A reference form is included on Page 32 of this package.

3.11 ADDITIONAL INFORMATION TO BE INCLUDED IN RESPONSE.

1. Provide a listing of all current litigation(s), outstanding judgements and liens affecting the firm.

3.12 CONFIDENTIAL/PROPRIETARY INFORMATION.

If any material in the Statement of Qualifications is considered by Respondent to be confidential or proprietary information (including manufacturing and/or design processes exclusive to the Respondent), Respondent **must** clearly mark the applicable pages of Respondent's Statement of Qualifications to indicate each claim of confidentiality. Additionally, Respondent must include a statement on company letterhead identifying all Statement of Qualifications section(s) and page(s) that have been marked as confidential. Jefferson County will protect from public disclosure such portions of a Statement of Qualifications, unless directed otherwise by legal authority, including existing open records acts. Merely making a blanket claim that the entire Statement of Qualifications submission is protected from disclosure because it contains some proprietary information is not acceptable, and will make the entire Statement of Qualifications subject to release under the Texas Public Information Act.

By submitting a Statement of Qualifications, Respondent agrees to reproduction by Jefferson County, without cost or liability, of any copyrighted portions of Respondent's Statement of Qualifications submission or other information submitted by Respondent.

3.13 EVALUATION SCORING CRITERIA FOR RFQ RESPONSES

The appointed Evaluation Committee will consider the following criteria in evaluating responses:

Technical Approach.....20 points

Firm Experience, Stability and References.....40 points

Workload Capacity.....10 points

Professional Qualifications and Individual Experience.....30 points

RESPONDENT INFORMATION FORM

Instructions: Complete the form below. Please provide legible, accurate, and complete contact information. PLEASE PRINT.

RFQ Number & Name: (RFQ 22-044/MR) Elevation Certificates for Flood Pre-Mitigation

Respondent's Company/Business Name: Access Surveyors, LLC

Respondent's TAX ID Number: 82-2262953

***If Applicable*:** **HUB Vendor No.** _____ **DBE Vendor No.** _____

Contact Person: Clint Rawlings **Title:** Sr. Project Manager

Phone Number (with area code): 409-838-6322

Alternate Phone Number if available (with area code): 409-239-1203

Fax Number (with area code): 409-838-6122

Email Address: clint@access-surveyors.com

Mailing Address (Please provide a physical address for bid bond return, if applicable):

11025 Old Voth Road
Address

Beaumont, TX, 77713
City, State, Zip Code

REQUIRED FORM
Respondent: Please complete this form and include with RFQ submission.

VENDOR REFERENCES FORM

Respondent: Please list at least three (3) companies or governmental agencies (preferably a municipality) where the same or similar products and/or services as contained in this specification package were recently provided.

REQUIRED FORM
Respondent: Please complete this form and include with RFQ submission.

REFERENCE ONE

Government/Company Name: Byrdson Services

Address: 1245 W. Cardinal Drive, Beaumont, TX

Contact Person and Title: Kari Bradley, Project Liaison

Phone: 409-240-2384 Fax: N/A

Email Address: kari@byrdsonconstruction Contract Period: 8/2019 – 12/2021

Scope of Work: Boundary Survey & Elevation Certificates for GLO

REFERENCE TWO

Government/Company Name: Yates Construction

Address: 781 Larson St. Jackson, MS

Contact Person and Title: Eric Bushnell, Project Manager

Phone: 601-351-2025 Fax: N/A

Email Address: ebushnell@wgyates.com Contract Period: 2/2019 – 2/2021

Scope of Work: Boundary Survey & Elevation Certificate for GLO

REFERENCE THREE

Government/Company Name: TKTMJ, Inc

Address: 100 Harbor Circle, New Orleans, LA

Contact Person and Title: Adam Vodanovich, Project Manager

Phone: 504-373-5107 Fax: 504-304-1693

Email Address: adamV@tktmj.com Contract Period: 4/2018 – 2/2021

Scope of Work: Boundary Survey & Elevation Certificate for GLO

SIGNATURE PAGE

As permitted under Article 4413 (32c) V.A.C.S., other governmental entities may wish to participate under the same terms and conditions contained in this contract (i.e., piggyback). In the event any other entity participates, all purchase orders will be issued directly from and shipped directly to the entity requiring supplies/services. Jefferson County shall not be held responsible for any orders placed, deliveries made or payment for supplies/services ordered by another entity. Each entity reserves the right to determine their participation in this contract.

Would Respondent be willing to allow other governmental entities to piggyback off this contract, if awarded, under the same terms and conditions? ..... **Yes** ☒ **No** ☐

This Statement of Qualifications/RFQ Response shall remain in effect for ninety (90) days from RFQ opening and shall be exclusive of federal excise and state and local sales tax (exempt).

The undersigned agrees, if this RFQ response is accepted, to furnish any and all items upon which prices are offered, at the price and upon the terms and conditions contained in the Request for Statements of Qualification, Conditions of RFQ Response, Terms of Contract, and Specifications and all other items made a part of the accepted contract.

The undersigned affirms that they are duly authorized to execute the contract, that this company, corporation, firm, partnership or individual has not prepared this RFQ response in collusion with any other Respondent, and that the contents of this RFQ response as to prices, terms or conditions of said response have not been communicated by the undersigned nor by any employee or agent to any other RFQ Respondent or to any other person(s) engaged in this type of business prior to the official opening of this RFQ. And further, that neither the Respondent nor their employees nor agents have been for the past six (6) months directly nor indirectly concerned in any pool or agreement or combination to control the price of goods or services on, nor to influence any person to respond or not to respond thereon.

Access Surveyors, LLC RFQ Respondent (Entity Name)	Clint E. Rawlings Signature
11025 Old Voth Road Street & Mailing Address	Clint Rawlings Print Name
Beaumont, TX 77713 City, State & Zip	August 23, 2022 Date Signed
409-838-6322 Telephone Number	409-838-6122 Fax Number

clint@access-surveyors.com
E-mail Address

REQUIRED FORM
Respondent: Please complete this form and include with RFQ submission.

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The Contractor, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Clint E. Rawlings

Signature of Contractor's Authorized Official

Clint Rawlings, Sr. Project Manager

Name and Title of Contractor's Authorized Official *(Please Print)*

August 23, 2022

Date

REQUIRED FORM
Respondent: Please complete this form and include with RFQ submission.

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether sub-awardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.

2. Identify the status of the covered Federal action.

3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.

4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the sub-awardee, e.g., the first sub-awardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.

5. If the organization filing the report in item 4 checks "Sub-awardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.

6. Enter the name of the federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.

7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.

8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFQ) number; Invitations for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Included prefixes, e.g., "RFQ-DE-90-001."

9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.

10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).

11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503

Approved by OMB
0348-0046

Disclosure of Lobbying Activities

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure)

Type of Federal Action:	**Status of Federal Action:**	**Report Type:**
A a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	A a. bid/offer/application b. initial award c. post-award	A a. initial filing b. material change

Name and Address of Reporting Entity:	**If Reporting Entity in No. 4 is Sub-awardee,** Enter Name and Address of Prime:
X Prime _____ Sub-awardee Tier_____, if Known: Access Surveyors, LLC 11025 Old Voth Rd. Beaumont, TX 77713 **Congressional District, if known:**	**Congressional District, if known:**
Federal Department/Agency:	**7. Federal Program Name/Description:** CFDA Number, *if applicable*: _____
Federal Action Number, *if known:*	**9. Award Amount,** *if known:* **$**
10. a. Name and Address of Lobbying Registrant *(if individual, last name, first name, MI):*	**b. Individuals Performing Services** *(including address if different from No. 10a) (last name, first name, MI):*
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.	**Signature:** Clint E Rawlings **Print Name:** Clint Rawlings **Title:** Sr. Project Manager **Telephone No.:** 409-239-1203 **Date:** 8-23-22
Federal Use Only	**Authorized for Local Reproduction** **Standard Form - LLL (Rev. 7-97)**

REQUIRED FORM
Respondent: Please complete this form and include with RFQ submission.

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

(A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;

(B) a transaction conducted at a price and subject to terms available to the public; or

(C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

***

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds $2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than $100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

Form provided by Texas Ethics Commission www.ethics.state.tx.us Revised 11/30/2015

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. *See* Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 **Name of vendor who has a business relationship with local governmental entity.**

None

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information in this section is being disclosed.**

None

Name of Officer

This section (item 3 including subparts A, B, C, & D) must be completed for each officer with whom the vendor has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the vendor?

NA ☐ 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?

N/A ☐ 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?

N/A ☐ Yes ☐ No

D. Describe each employment or business and family relationship with the local government officer named in this section.

4 Access Surveyors, LLC

Clint E. Rawlings

Signature of vendor doing business with the governmental entity

8-23-22

Date

Adopted 8/7/2015

REQUIRED FORM
Respondent: Please complete this form and include with RFQ submission.

LOCAL GOVERNMENT OFFICER
CONFLICTS DISCLOSURE STATEMENT – OFFICE USE ONLY

LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT

FORM CIS

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This is the notice to the appropriate local governmental entity that the following local government officer has become aware of facts that require the officer to file this statement in accordance with Chapter 176, Local Government Code.

OFFICE USE ONLY

Date Received

1 **Name of Local Government Officer**

2 **Office Held**

3 **Name of vendor described by Sections 176.001(7) and 176.003(a), Local Government Code**

4 **Description of the nature and extent of employment or other business relationship with vendor named in item 3**

5 **List gifts accepted by the local government officer and any family member, if aggregate value of the gifts accepted from vendor named in item 3 exceeds $100 during the 12-month period described by Section 176.003(a)(2)(B).**

Date Gift Accepted _____ Description of Gift _____

Date Gift Accepted _____ Description of Gift _____

Date Gift Accepted _____ Description of Gift _____

(attach additional forms as necessary)

6 **AFFIDAVIT**

I swear under penalty of perjury that the above statement is true and correct. I acknowledge that the disclosure applies to each family member (as defined by Section 176.001(2), Local Government Code) of this local government officer. I also acknowledge that this statement covers the 12-month period described by Section 176.003(a)(2)(B), Local Government Code.

_____
Signature of Local Government Officer

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20 _____, to certify which, witness my hand and seal of office.

_____
Signature of officer administering oath | Printed name of officer administering oath | Title of officer administering oath

Adopted 8/7/2015

THIS FORM IS FOR OFFICE USE ONLY

RESIDENCE CERTIFICATION/TAX FORM

Pursuant to Texas Government Code §2252.001 *et seq.*, as amended, Jefferson County requests Resident Certification. §2252.001 *et seq.* of the Government Code provides some restrictions on the awarding of governmental contracts; pertinent provisions of §2252.001 are stated below:

(3) "Non-resident RFQ Respondent" refers to a person who is not a resident.

(4) "Resident RFQ Respondent" refers to a person whose principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

☑ I certify that Access Surveyors [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.):	82-2262953
Company Name submitting bid/proposal/response:	Access Surveyors, LLC
Mailing address:	11025 Old Voth Road, Beaumont, TX 77713
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**
157581	11025 Old Voth Road, Beaumont, TX

* This is the property amount identification number assigned by the Jefferson County Appraisal District.

** For real property, specify the property address or legal description. For business property, specify the address where the property is located. For example, office equipment will normally be at your office, but inventory may be stored as a warehouse or other location.

REQUIRED FORM
Respondent: Please complete this form and include with RFQ submission.

HOUSE BILL 89 VERIFICATION

I, Clint Rawlings, the undersigned representative of (company or business name) Access Surveyors, LLC (heretofore referred to as company) being an adult over the age of eighteen (18) years of age, after being duly sworn by the undersigned notary, do hereby depose and verify under oath that the company named above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270:

1. Does not boycott Israel currently; and
2. Will not boycott Israel during the term of the contract.

Pursuant to Section 2270.002, Texas Government Code:

1. "**Boycott Israel**" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made ordinary business purposes; and

2. "**Company**" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or an limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business association that exist to make a profit.

Clint E. Rawlings

Signature of Company Representative

August 23, 2022

Date

On this 23rd day of August, 2022, personally appeared

Clint Rawlings, the above-named person, who after by me being duly sworn, did swear and confirm that the above is true and correct.

Notary Seal

Carrie Bliss Sims

Notary Signature

August 23, 2022

Date

CARRIE BLISS SIMS
Notary Public, State of Texas
Comm. Expires 06-08-2024
Notary ID 129016358

REQUIRED FORM
Respondent: Please complete this form and include with RFQ submission.

SENATE BILL 252 CERTIFICATION

On this day, I, Deborah L. Clark, Purchasing Agent for Jefferson County, Texas, pursuant to Texas Government Code, Chapter 2252, Section 2252.152 and Section 2252.153, certify that I did review the website of the Comptroller of the State of Texas concerning the listing of companies that is identified under Section 806.051, Section 807.051, or Section 2253.253 and I have ascertained that the below named company is not contained on said listing of companies which do business with Iran, Sudan, or any Foreign Terrorist Organization.

Access Surveyors, LLC
Company Name

RFQ 22-044/MR
IFB/RFP/RFQ number

Certification check performed by:

Mindy Reeves
Purchasing Representative

8-31-2022
Date

REQUIRED FORM
Respondent: Please complete this form and include with RFQ submission.

List prepared pursuant to chapter 809 of the Texas Government Code

Financial Companies That Boycott Energy Companies

Updated August 2022

Listing in both Annex I and Annex II

List prepared pursuant to chapter 2270 of the Texas Government Code

Designated Foreign Terrorist Organizations

Source - United States Department of State
https://state.gov/foreign-terrorist-organizations/

Updated June 2022

Organization Name
Abu Sayyaf Group (ASG)
HAMAS
Harakat ul-Mujahidin (HUM)
Hizballah
Kurdistan Workers Party (PKK, aka Kongra-Gel)
Liberation Tigers of Tamil Eelam (LTTE)
National Liberation Army (ELN)
Palestine Liberation Front (PLF)
Palestine Islamic Jihad (PIJ)
Popular Front for the Liberation of Palestine (PFLP)
PFLP-General Command (PFLP-GC)
Revolutionary People's Liberation Party/Front (DHKP/C)
Shining Path (SL)
al-Qa'ida (AQ)
Islamic Movement of Uzbekistan (IMU)
Real Irish Republican Army (RIRA)
Jaish-e-Mohammed (JEM)
Lashkar-e Tayyiba (LeT)
Al-Aqsa Martyrs Brigade (AAMB)
Asbat al-Ansar (AAA)
al-Qaida in the Islamic Maghreb (AQIM)
Communist Party of the Philippines/New People's Army (CPP/NPA)
Jemaah Islamiya (JI)
Lashkar i Jhangvi (LJ)
Ansar al-Islam (AAI)
Continuity Irish Republican Army (CIRA)
Islamic State of Iraq and the Levant (formerly al-Qa'ida in Iraq)
Islamic Jihad Union (IJU)
Harakat ul-Jihad-i-Islami/Bangladesh (HUJI-B)
al-Shabaab
Revolutionary Struggle (RS)
Kata'ib Hizballah (KH)
al-Qa'ida in the Arabian Peninsula (AQAP)
Harakat ul-Jihad-i-Islami (HUJI)
Tehrik-e Taliban Pakistan (TTP)

Jaysh al-Adl (formerly Jundallah)
Army of Islam (AOI)
Indian Mujahedeen (IM)
Jemaah Anshorut Tauhid (JAT)
Abdallah Azzam Brigades (AAB)
Haqqani Network (HQN)
Ansar al-Dine (AAD)
Boko Haram
Ansaru
al-Mulathamun Battalion (AMB)
Ansar al-Shari'a in Benghazi
Ansar al-Shari'a in Darnah
Ansar al-Shari'a in Tunisia
ISIL Sinai Province (formerly Ansar Bayt al-Maqdis)
al-Nusrah Front
Jaysh Rijal al-Tariq al Naqshabandi (JRTN)
Islamic State's Khorasan Province (ISIS-K)
Islamic State of Iraq and the Levant's Branch in Libya (ISIL-Libya)
Al-Qa'ida in the Indian Subcontinent
Hizbul Mujahideen (HM)
ISIS-Bangladesh
ISIS-Philippines
ISIS-West Africa
ISIS-Greater Sahara
al-Ashtar Brigades (AAB)
Jama'at Nusrat al-Islam wal-Muslimin (JNIM)
Islamic Revolutionary Guard Corps (IRGC)
Asa'ib Ahl al-Haq (AAH)
Harakat Sawa'd Misr (HASM)
ISIS-DRC
ISIS-Mozambique
Segunda Marquetalia
Revolutionary Armed Forces of Colombia – People's Army (FARC-EP)

List prepared pursuant to chapter 2270 of the Texas Government Code

Companies Engaging in Scrutinized Business Operations With a Designated Foreign Terrorist Organization

Updated June 2022

Company Name

No companies identified

2021 List of Companies Engaging in Scrutinized Business Operations in Iran
Chapter 2270 of the Texas Government Code

COMPANY NAME	ISIN
AFRY AB F/K/A AF POYRY AB	SE0005999836
BEIQI FOTON MOTOR CO, LIMITED	CNE000000WC6
BHARAT PETROLEUM CORPORATION LIMITED	INE029A01011
CHINA RAILWAY GROUP LIMITED	CNE100000866
GLENCORE PLC	JE00B4T3BW64
HINDUSTAN PETROLEUM CORPORATION LIMITED	INE094A01015
HYUNDAI MOTOR COMPANY	KR7005380001
INDIAN OIL CORPORATION LIMITED	INE242A01010
JINDAL STEEL & POWER LIMITED	INE749A01030
LLOYDS BANKING GROUP PLC	GB0008706128
MAN SE	DE0005937007
MANGALORE REFINERY & PETROCHEMICALS LIMITED	INE103A01014
NORINCO INTERNATIONAL COOPERATION LIMITED	CNE000000VZ9
OIL & NATURAL GAS CORPORATION LIMITED	INE213A01029
RENAULT SA	FR0000131906
SINOPEC ENGINEERING (GROUP) CO, LTD	CNE100001NV2
TELECOM ITALIA SPA	IT0003497168
VODAFONE GROUP PLC	GB00BH4HKS39
ZHEJIANG SHIBAO CO., LTD.	CNE100001MJ9

Updated November 2021

2021 List of Companies Engaging in Scrutinized Business Operations in Sudan
Chapter 2270 of the Texas Government Code

The United States government determination regarding Sudan as a State Sponsor of Terrorism was rescinded, effective December 14, 2020. Further, the United States government revoked the major components of all economic sanctions against Sudan and the Government of Sudan, effective October 12, 2017.

However, these changes do not authorize transactions that are prohibited under the U.S. Darfur Sanctions Regulations or related executive orders. Accordingly, the Comptroller's office will continue monitoring for companies that meet the Texas statutory definition of a scrutinized company in relation to Sudan.

Updated November 2021

List of Companies that Boycott Israel
Pursuant to Texas Government Code Chapter 808

COMPANY NAME	ISSUER ID	ISIN
ASN BANK NV	ID000000002407715	
BEN & JERRY'S HOMEMADE, INC.		US0814651065
BETSAH INVEST SA		
CACTUS SA		
CO-OPERATIVE GROUP LIMITED	IID000000002241186	GB00BFXWHQ29
DNB BANK ASA	IID000000002246697	NO0010161896
GULOGUZ DIS DEPOSU TICARET VE PAZARLAMA LTD		
KARSTEN FARMS		
KLP KAPITALFORVALTNING AS		
KOMMUNAL LANDSPENSJONSKASSE GJENSIDIG FORSIKRINGSSELSKAP	IID000000002228977	XS1217882171
UNILEVER PLC	IID000000002137159	GB00B10RZP78

Updated September 2021

RESPONDENT'S CERTIFICATION

I have carefully examined the Request for Proposal Specifications, and any other documents accompanying or made a part of this Request for Proposals.

I hereby propose to furnish the goods or services specified in the Request for Proposal. I agree that my proposal will remain firm for a period of up to **120 days** in order to allow Jefferson County adequate time to evaluate the qualifications submitted.

I verify that all information contained in this proposal is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this proposal on behalf of the firm as its act and deed and that the firm is ready, willing and able to perform if awarded the contract.

I further certify, under oath, that this proposal is made without prior understanding, agreement, connection, discussion, or collusion with any other person, firm or corporation submitting a proposal for the same product or service: no officer, employee or agent of Jefferson County or any other Respondent is interested in said proposal: and that the undersigned executed this Respondent's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

Access Surveyors, LLC
NAME OF BUSINESS

BY: Clint E Rawlings
SIGNATURE

Clint Rawlings, Sr Project Manager
NAME & TITLE, TYPED OR PRINTED

11025 Old Voth Road
MAILING ADDRESS

Beaumont, TX 77713
CITY, STATE, ZIP CODE

409 838-6322
TELEPHONE NUMBER

Sworn to and subscribed before me
this 23rd day of
August, 2022

Carrie Bliss Sims
Notary Public

State of Texas

My Commission Expires: 06-08-2024

CARRIE BLISS SIMS
Notary Public, State of Texas
Comm. Expires 06-08-2024
Notary ID 129016358

REQUIRED FORM
Respondent: Please complete this form and include with RFQ submission.

JEFFERSON COUNTY PURCHASING DEPARTMENT
Deborah L. Clark, Purchasing Agent

1149 Pearl Street
1st Floor, Beaumont, TX 77701

OFFICE MAIN: (409) 835-8593
FAX: (409) 835-8456

Addendum to RFQ

RFQ NUMBER: RFQ 22-044/MR

RFQ TITLE: Elevation Certificates for Food Pre-Mitigation, Pursuant to Chapter 262, Texas Local Government Code, the County Purchasing Act and 2 CFR Sections 200.318-326

RFQ DUE BY: **11:00 am CT, Wednesday, August 31, 2022**

ADDENDUM NO.: 1

ISSUED (DATE): August 18, 2022

To RFQ Respondent: This Addendum is an integral part of the RFQ package under consideration by you as a Respondent in connection with the subject matter herein identified. Jefferson County deems all sealed qualifications to have been proffered in recognition and consideration of the entire RFQ Specifications Package – *including all addenda*. For purposes of clarification, **receipt of this present Addendum by a Respondent should be evidenced by returning it (signed) as part of the Respondent's sealed RFQ response submission.** If the RFQ response submission has already been received by the Jefferson County Purchasing Department, Respondent should return this addendum in a separate sealed envelope, clearly marked with the RFQ Title, RFQ Number, and RFQ Opening Date and Time, as stated above.

Reason for Issuance of this Addendum:
Vendor Questions

The information included herein is hereby incorporated into the documents of this present RFQ matter and supersedes any conflicting documents or portion thereof previously issued.

Receipt of this Addendum is hereby acknowledged by the undersigned Respondent:

ATTEST:

Witness

Witness

Approved by ____ Date: _____

Clint E. Rawling
Authorized Signature (Respondent)

Sr. Project Manager
Title of Person Signing Above

Access Surveyors, LLC
Typed Name of Business or Individual

11025 Old Voth Road, Beaumont, Texas 77632
Address

JEFFERSON COUNTY PURCHASING DEPARTMENT
Deborah L. Clark, Purchasing Agent
1149 Pearl Street
1st Floor, Beaumont, TX 77701
OFFICE MAIN: (409) 835-8593
FAX: (409) 835-8456

1. Question: Due to the County requesting the RFQ to be inserted into the Statement of Qualifications in its entirety, would the County like the RFQ integrated into the SOQ or the SOQ to be followed by the RFQ and required forms?
   Answer: The vendor can arrange their response in the way they see fit as long as the entire RFQ and all required documents are included.
2. Question: The County requested the Statement of Qualifications to not be bound by staples or glued spin, is wire bound acceptable?
   Answer: Yes

2022
Statement Of Qualifications

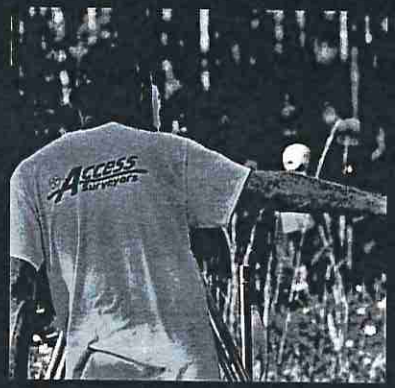
In response to Jefferson County RFQ 22-044/MR for Elevation Certificates for Flood Pre-Mitigation, Pursuant to Chapter 262, Texas Local Government Code, the County Purchasing Act and 2 CFR Section 200.318-326

Access Surveyors, LLC

11025 Old Voth Road
Beaumont, Texas 77713
409-838-6322

Access Surveyors has always adhered to the "Measure twice, cut once" methods. It's far more economical to take the time and do it right the first time. By our entire staff having this train of thought, it ensures deadlines are met and projects stay within their budget.

In March of 1999, Mitch Brackin opened Access Surveyors and was dedicated to finding success in the surveying industry. We started with just a handful of employees and have continually expanded in the field as well as in the office. Access Surveyors began surveying residential and commercial property and has adapted to the Industrial Survey market to meet our clients many needs.



The success of any company requires the respect of its clients and industry peers. The services that Access Surveyors offer to the industries throughout Texas and across the globe, have the valuable quality respect is formulated from.

After almost two decades on Fourth Street in Beaumont, we moved operations to a new location.

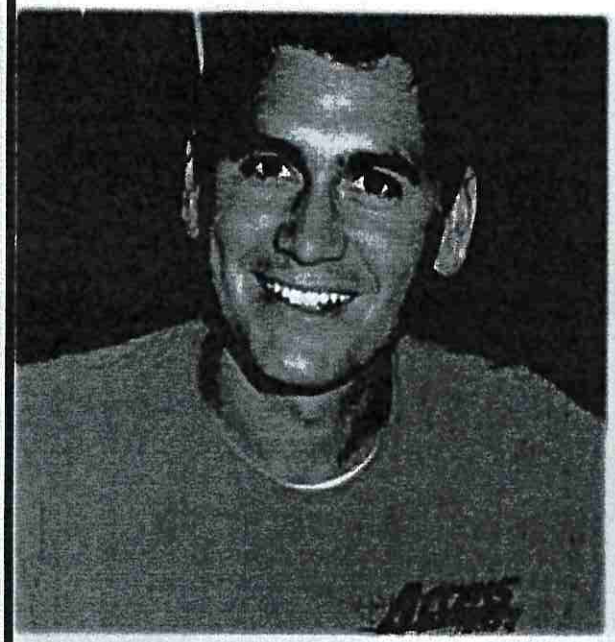
11025 Old Voth Road
Beaumont, Texas 77713
Phone: 409-838-6322

Access Surveyors realize that when clients are satisfied, they will continue to use our services. We believe in well-coordinated exchanges of information, realistic time frames, meeting agreed-upon deadlines, and constant communication regarding the status of projects.

Access
Surveyors, LLC
SAFETY
OUR #1 PRIORITY, EVERYDAY – EVERY JOB
• ZERO Recordables
• ZERO Lost Time
• Latest Equipment Technology
Industrial Safety
ISTC
Training Council
Avetta
MEMBER
DEPARTMENT OF HOMELAND SECURITY
TWIC
ISNETWORLD
ISN
MEMBER CONTRACTOR
DISA

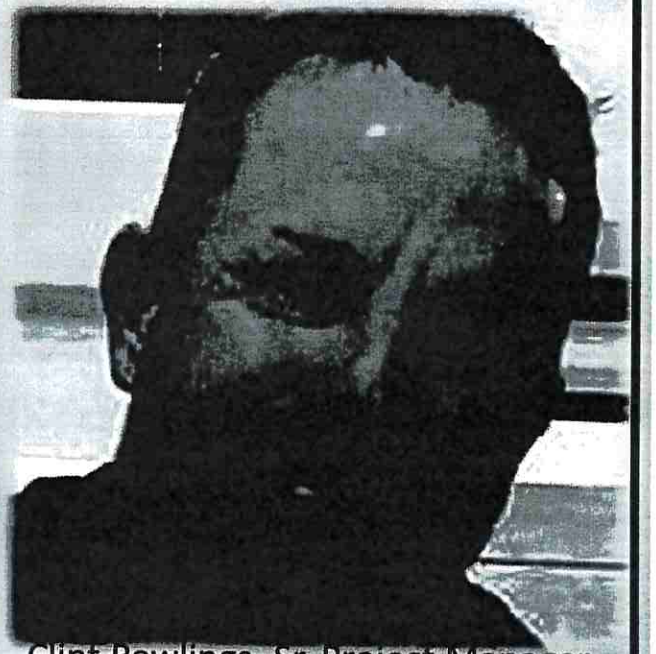
Key Staff

who would be assigned to Jefferson County



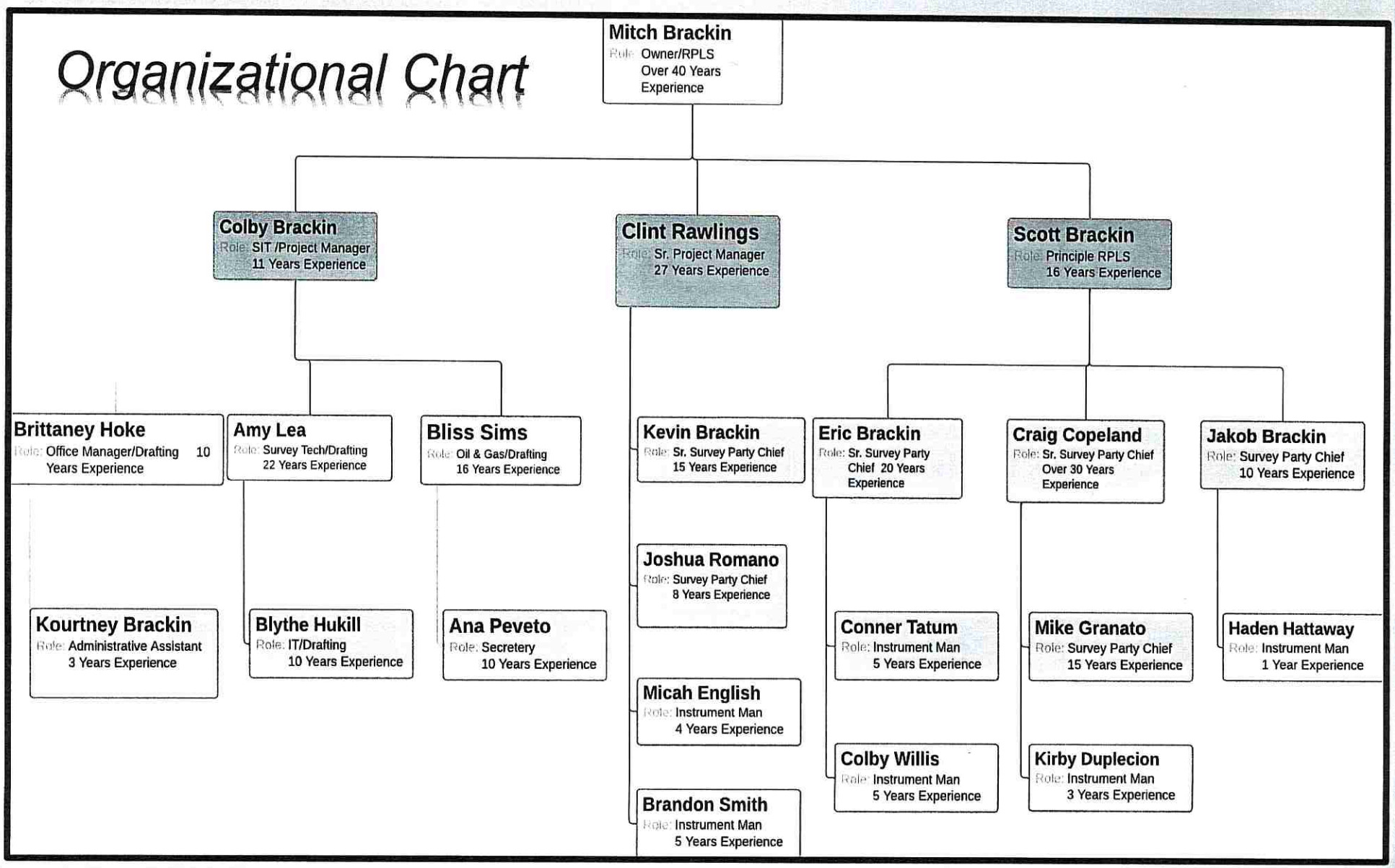
Scott Brackin, RPLS
16 Years Experience

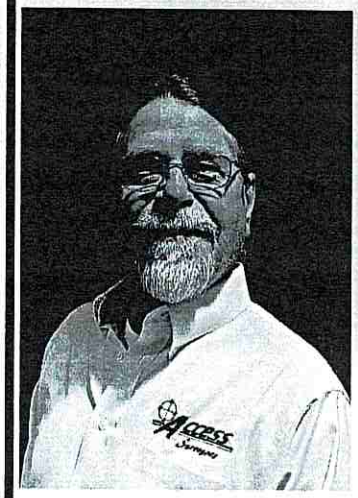
Mitch Brackin, Owner/RPLS
Over 40 Years Experience



Clint Rawlings, Sr. Project Manager
27 Years Experience

Organizational Chart





Mitch Brackin, rpls5163@aol.com **(409) 791-2784 Owner/RPLS** Beaumont, Texas

Mitch Brackin began his surveying career in 1980, working for the United States Geological Survey Department of the Interior, mapping the Southern-half of Toledo Bend Reservoir in Texas and Louisiana. Since that beginning, he has worked with successful engineering and surveying companies acquiring valuable and diverse experience in the industry. Mitch has been a Registered Professional Land Surveyor since 1996. With Access Surveyors, Mitch oversees marketing and business strategy.

Experience Summary

- **Texas General Land Office** – Homeowners Assistance Program
- **Entergy** – Electrical Transmission Tract Maps and Layout
- **Jefferson County Engineers** – Drainage Easements
- **Motiva Enterprises, LLP** – Crude Expansion Survey Manager
- **Circuit of Americas** – Formula One Raceway QA/QC Site Surveyor
- **Governor Bill Daniels** – Oil Well Staking
- **Air Products** – Pipeline Routing, Tract Maps and Layout

The experience and qualifications of Access Surveyors personnel is vital to providing quality services. Effective management keeps the entire process streamlined and efficient.

Clint E. Rawlings, clint@access-surveyors.com **(409) 239-1203, Sr. Project Manager** Beaumont, Texas

Clint began his surveying career in 1995 after being hired by Mitch Brackin while working at Carroll & Blackman Consulting Engineers. In 1999, Clint assisted in the start up of Access Surveyors and has been an integral part of company for over 23 years. With Access Surveyors, Clint oversees all large construction projects, railroad design topographic surveys, client relations and survey crew coordination.

Experience Summary

- **Texas General Land Office** – Homeowners Assistance Program – Over 250 Elevation Certificates
- **FEMA-4332-DR** -Texas Disaster Declaration – Over 200 Boundary Surveys and House Layouts
- **Kansas City Southern RR/Ragnar Benson** – Mossville Yard Expansion, Lead Construction Survey
- **Ragnar Benson** – Port Arthur Crude Terminal, Lead Construction Survey
- **Union Pacific RR/Ragnar Benson** – Brazos Humpyard Project, Lead Construction Survey

PARTY CHIEF, CARROLL & BLACKMAN CONSULTING ENGINEERS - AUGUST 1995-SEPTEMBER 1999

Texas Dept. of Transportation highway construction staking, boundary, as-built, AutoCAD

SENIOR SURVEYOR, ACCESS SURVEYORS, LLC - SEPTEMBER 1999 TO 2017

Construction management, construction staking, survey coordination, client consultation, records research, field surveying (locating monuments, improvements, easements, calculating, recording, and analyzing data), elevation certificates, creating finished plats from scratch and composing legal description for recordation.

SR. PROJECT MANAGER, ACCESS SURVEYORS, LLC - SEPTEMBER 2017 TO PRESENT

Construction management, construction staking, survey coordination, client consultation, records research, field surveying (locating monuments, improvements, easements, calculating, recording, and analyzing data, elevation certificates, creating finished plats from scratch and composing legal description for recordation.

Scott Brackin, brackin.scott@gmail.com **(409) 239-3164 RPLS** Beaumont, Texas

Scott Brackin began his surveying career at Access Surveyors in 2005. In 2014, he earned his Surveyor In Training (SIT) Certificate. In 2016, at the age of 28, became a Registered Professional Land Surveyor (RPLS) in the State of Texas. Since then, he has earned his licenses in Louisiana, Mississippi and Florida. Scott is the primary RPLS at Access Surveyors

Licenses & Certifications

- Certificate of Land Surveyor in Training (May 2014) Texas Board of Professional Engineers and Land Surveyors, Certificate No. 110159
- Certified Survey Technician - Level III, Boundary (September 2015) National Society of Professional Surveyors, Certificate No. 0915-5130
- Texas Registered Professional Land Surveyor (RPLS) (December 2016) Texas Board of Professional Engineers and Land Surveyors, License No. 6650
- Louisiana Professional Surveyor (PLS) (October 2019) Louisiana Professional Engineering and Land Surveying Board License No. 5223
- Mississippi Professional Surveyor (PS) (May 2019) Mississippi Board of Engineers and Surveyors, License No. 30070
- Florida Professional Surveyor and Mapper (PSM) (September 2019) Florida Department of Agriculture and Consumer Services, License No. 7257
- Remote Pilot (November 2019) Federal Aviation Administration Certificate No. 4338586

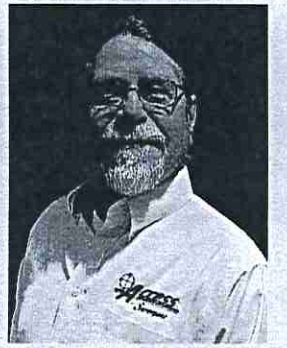
Experience Summary

- **Texas General Land Office** – Homeowners Assistance Program – Over 250 Elevation Certificates
- **FEMA-4332-DR** -Texas Disaster Declaration – Over 200 Boundary Surveys and House Layouts

Personnel Authorized to Negotiate

Primary Contact
Clint E. Rawlings, Sr. Project Manager
(409) 239-1203
clint@access-surveyors.com
11025 Old Voth Road
Beaumont, Texas 77713

Scott Brackin, RPLS
(409) 239-3164
brackin.scott@gmail.com
11025 Old Voth Road
Beaumont, Texas 77713



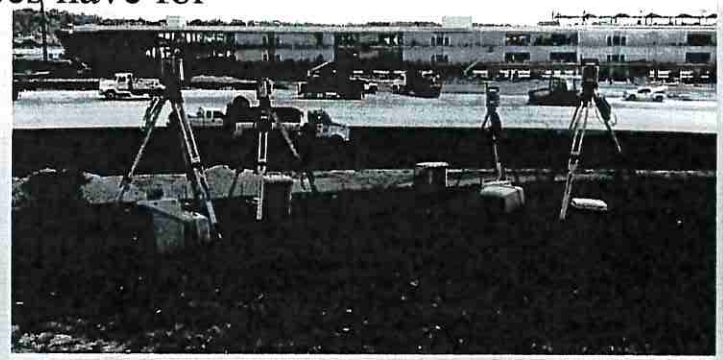
Mitch Brackin, Owner, RPLS
(409) 791-2784
rpls5163@aol.com
11025 Old Voth Road
Beaumont, Texas 77713

Experience and Work Accomplished

Access Surveyors provides a diverse range of survey services for our clients needs. Over the past 5 years, Access Surveyors completed work consisting of 30% construction staking, 30% design topographic surveying and 40% residential surveys and elevation certificates.

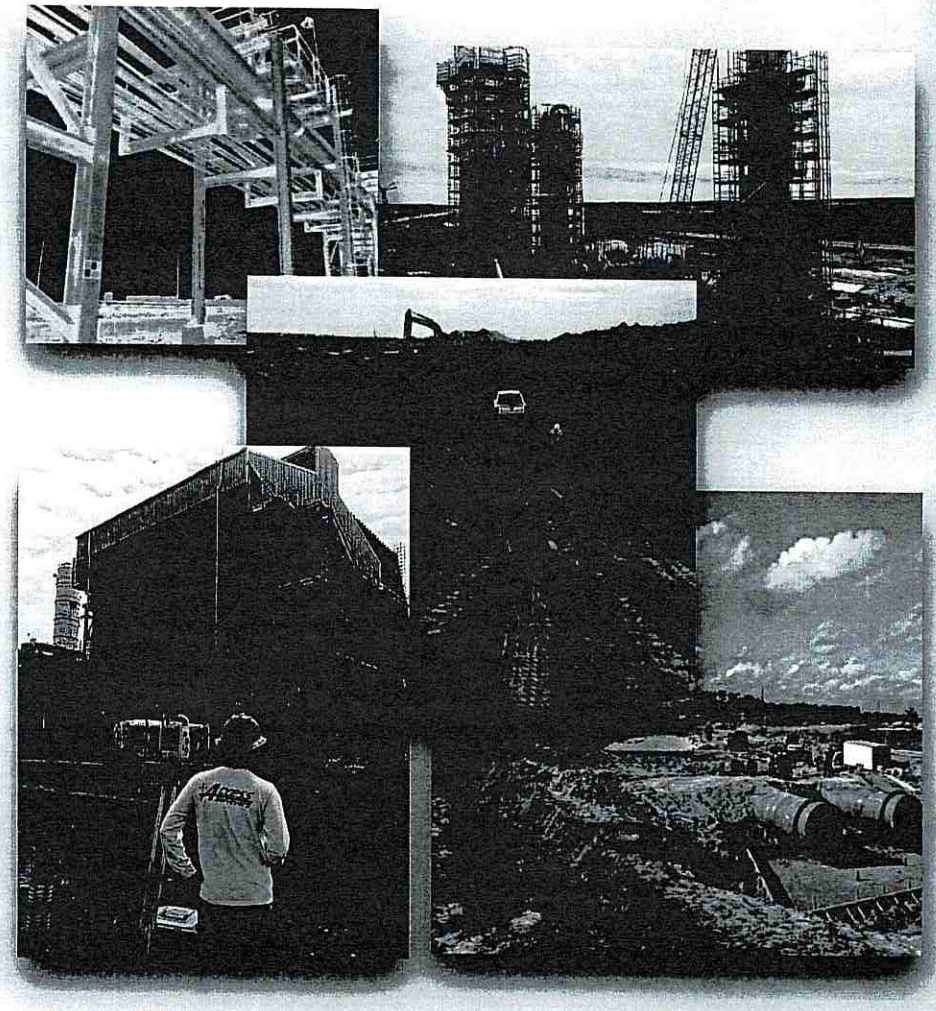
Since 1999, Access Surveyors has completed thousands of elevation certificates. In 2019, Access Surveyors was contracted by Byrdson Construction, Yates Construction and TKTMJ to provide elevation certificates for the Texas General Land Office Homeowners Assistance Program. Under those contracts, we completed 293 elevation certificates. See page 34 of the RFQ for references.

At Access Surveyors, we stay up-to-date with the latest technology in survey equipment and software. All of our Survey Party Chiefs are versed in AutoCAD and have laptop computers in their trucks. Access Surveyors combined experience along with the pride each of our employees have for what they do.



Surveying Services

- Residential/Title Surveys
- Elevation Certificates
- Construction Staking
- Rail Staking and Verification
- Vessel Plumbness Surveys
- Machine Control Surveying
- Equipment QC Verification
- Hydrographic & Bathymetric Surveys
- Pile Staking
- Foundation Layout
- Pre-pour Verification
- Anchor Bolt Layout & Verification
- Tank Strapping
- Aerial / Mobile / Terrestrial Scanning
- Bathymetric Scanning
- Topographic Surveying & Mapping
- Optical Tooling
- Precision Alignment & Verification
- Rotating Equipment Placement
- Piping Tie-ins and As-builts
- Oil Well Locations
- Aerial Control Surveys
- Structural Layout and Plumbness
- Bridge and Road Layout
- Hydro-Settlement Surveys



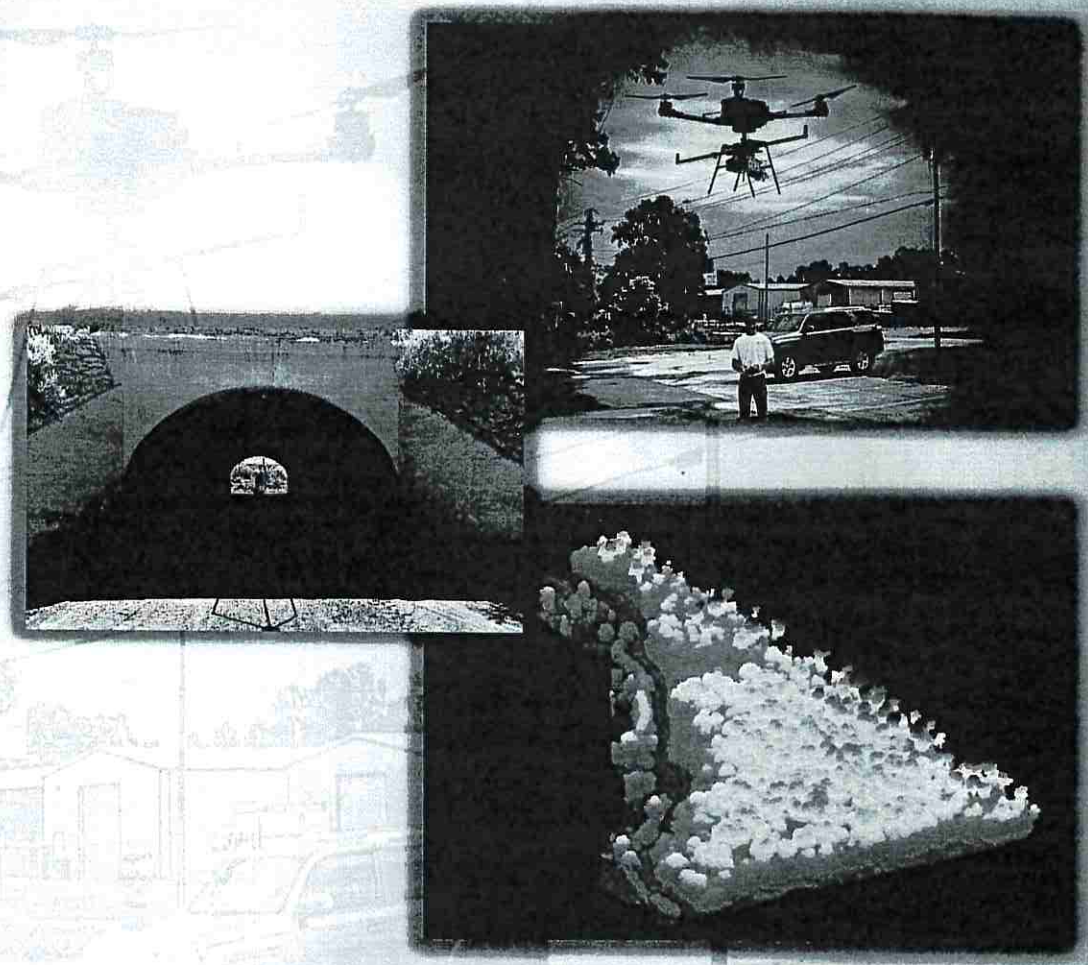
Access Surveyors, LLC

LiDAR & Photogrammetry Services

LIDAR is a unique remote sensing technology that has taken the surveying industry by storm. The acronym "LIDAR" stands for Light Detection and Ranging and describes how the technology uses light in the form of lasers to measure distances. Take-Off Professionals' data specialists can compile the data collected by a LIDAR system and use it to create exceptionally precise three-dimensional information about a specific area and its characteristics. LIDAR is an ideal system for a variety of industries, including the civil engineering, roadwork and mining industries.

Advantages of LiDAR

- **Safety:** LIDAR systems work relatively quickly and can be operated from a distance, making them a good choice for locations that may be unsafe for human operators.
- **Speed:** LIDAR can collect a million points of data per second making it an exceptionally fast method of surveying.
- **Accuracy:** LIDAR systems collect extremely dense data with very little room between points. This means that the results are highly accurate.
- **Flexibility:** LIDAR systems can be mounted on a variety of platforms such as stationary tripod, company vehicles, airplanes, helicopters or drones.



11025 Old Voth Road
Beaumont, Texas 77713
Phone: 409-838-6322

Access Surveyors, LLC

Whether you need a topographic survey of a wooded tract of land, a 3D map of the inside of a large structure or high resolution aerial photos, our LiDAR and Photogrammetry department has the up-to-date capabilities and knowledge to get you exactly what you need. Email colby@access-surveyors.com for assistance.

MILESTONE PROJECTS
LG
PIRELLI

CIRCUIT OF THE AMERICAS

FIRST OPEN WHEEL RACETRACK IN NORTH AMERICA
AUSTIN, TEXAS

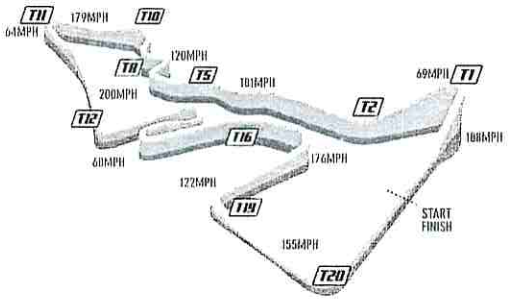
Site Quantities:

±400,000 tons of flex base and asphalt poured on the 1,000+ acre site.

Racetrack Quantities:

50,000+ tons of flex base
18,000+ tons of asphalt laid for binding
90,000+ tons of asphalt for mid-layering
22,000+ tons of asphalt for final, smooth finish racing surface.

Tolerances for the final surface were set to not exceed 1/8 of an inch.



Access Surveyors, LLC

IOWA FERTILIZER COMPANY
LARGEST WORLD-CLASS PROJECT IN IOWA HISTORY

±25 Multi-level Pipe Racks, sleeper racks and countless pipe supports

Installation of nearly 5,000 anchor bolts

Ammonia, Desulfurization, Purification and Compressor Units

20,000+ yards of concrete involving footers, platforms and foundations

Two (2) Cooling Towers

Two (2) Chemical Injection Units

Demineralization Unit

Two (2) Steam Generation Boilers

Complete Water Treatment Facility

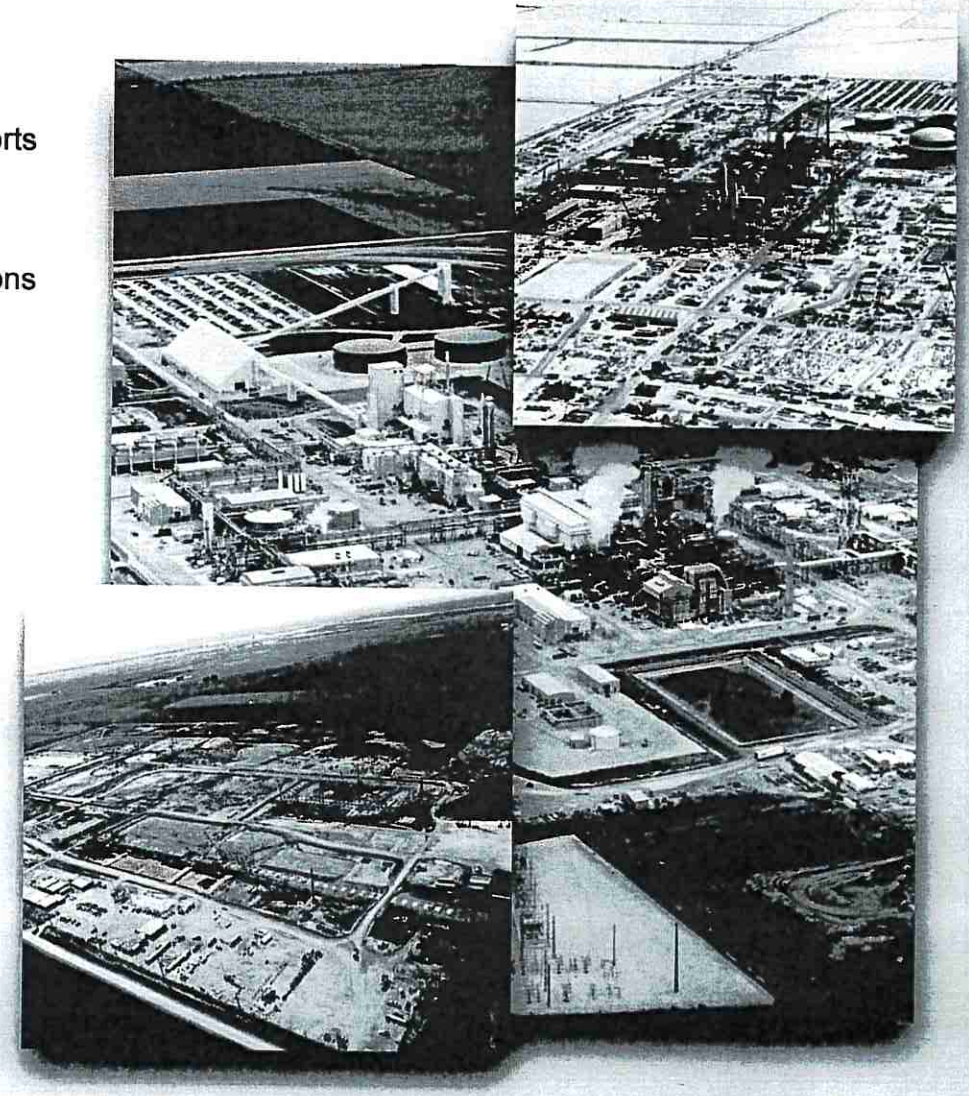
Urea Granulation, Urea Synthesis and Nitric Acid Units

Final Equipment sets for: Diesel Generators,

Power Generators, Steam Turbines, ect.

Vent and Flare Unit coupled with a Natural Gas Letdown Unit

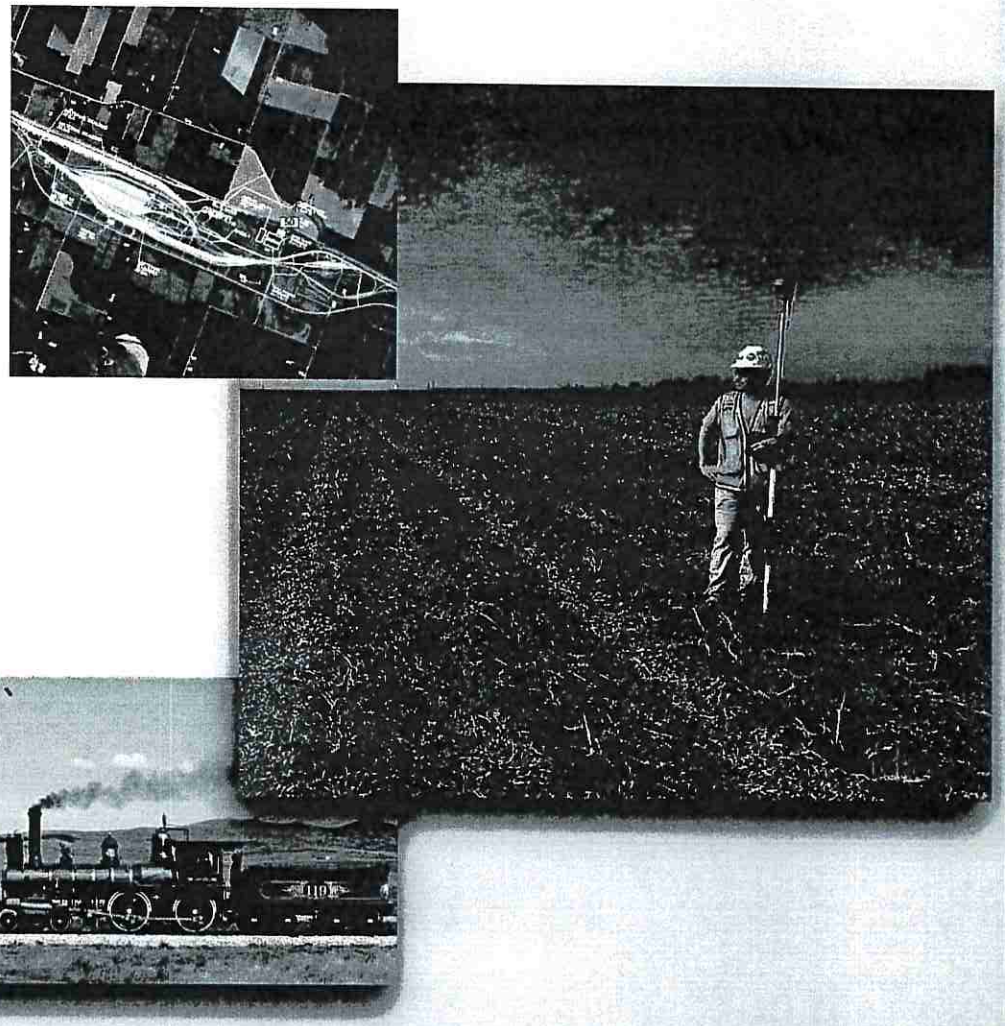
Four (4) Enclosed Electrical Substations



Access Surveyors, LLC

UNION PACIFIC BRAZOS HUMPYARD PROJECT
LARGEST UNION PACIFIC PROJECT IN THE RAILROAD'S 155-YEAR HISTORY
HEARNE, TEXAS

Grade Staking and Verification for all Earthworks
Battery Limit Staking for Clearing and Grubbing
Site-wide Topographic Work for Quantity Calculations and Model Improvement Maintaining and Setting Horizontal and Vertical Control
Pile Layout and Template Verification
Road and Bridge Layout
Anchor Bolt Layout and Verification
Effluent Channel Staking
Electrical Route Crossings
Staking of all utilities
Staking and As-builts for Sub-ballasts Site Wide
Strip and Lift Topo and Calculations
Track Layout and Verification
Settlement Plate Verification
Underdrain Layout and As-builts
Pullbox Layout and As-builts
All Piping Related Efforts Including Drainage
Bridge Risers Verification
3rd Party Verification of all Subcontractor Work Site-Wide
As-builts for all Turnover Documents

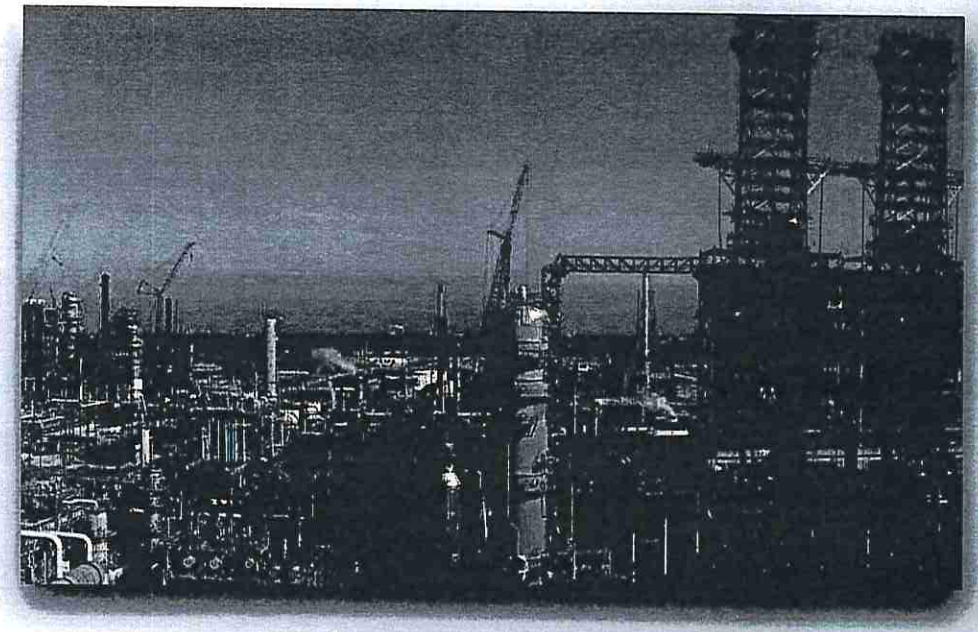


Access Surveyors, LLC

MOTIVA CRUDE EXPANSION

COMPLETED AS THE LARGEST REFINERY IN NORTH AMERICA
PORT ARTHUR, TEXAS

We have assisted in the implementation and erection of: 60,000+ concrete and wood pile driven site-wide Construction and Monitoring of a 51 Monument Control System 27,000 tons of steel erected and plumbed for multilevel pipe racks 300+ Modules Delayed Coker Unit Vacuum Pipe Still H-Block consisting of a Hydrocracker Unit, Cat Feed Hydro Naptha Power Station Expansion Acid Recovery Unit 20+ Storage Tanks for Crude Oil, Diesel Fuel, Jet Fuel, ect. Cooling Towers Vent and Flare Units 69kv and 240kv substations Complete Raw Water and Water Treatment Unit Generators, pumps and rotating equipment set site-wide. Final Paving, Grading and Drainage systems. Complete electrical route to support the massive two-square mile site.



Access Surveyors, LLC

MOSSVILLE YARD EXPANSION PROJECT RAIL FACILITY

JOINING SASOL'S WORLD-SCALE PETROCHEMICAL COMPLEX MOSSVILLE, LOUISIANA

Grade Staking and Verification for all Earthworks
Battery Limit Staking for Clearing and Grubbing
Site-wide Topographic Work for Quantity Calculations and Model Improvement Maintaining and Setting Horizontal and Vertical Control
Pile Layout and Template Verification
Road and Bridge Layout
Anchor Bolt Layout and Verification
Effluent Channel Staking
Electrical Route Crossings
Staking and As-builts for Sub-ballasts Site Wide
Strip and Lift Topo and Calculations
Track Layout *and Verification*
Settlement Plate Verification
Underdrain Layout and As-builts
Pullbox Layout and As-builts
All Piping Related Efforts Including Drainage
Bridge Risers Verification
3rd Party Verification of all Subcontractor Work Site-Wide
As-builts for all Turnover Documents

Access Surveyors, LLC

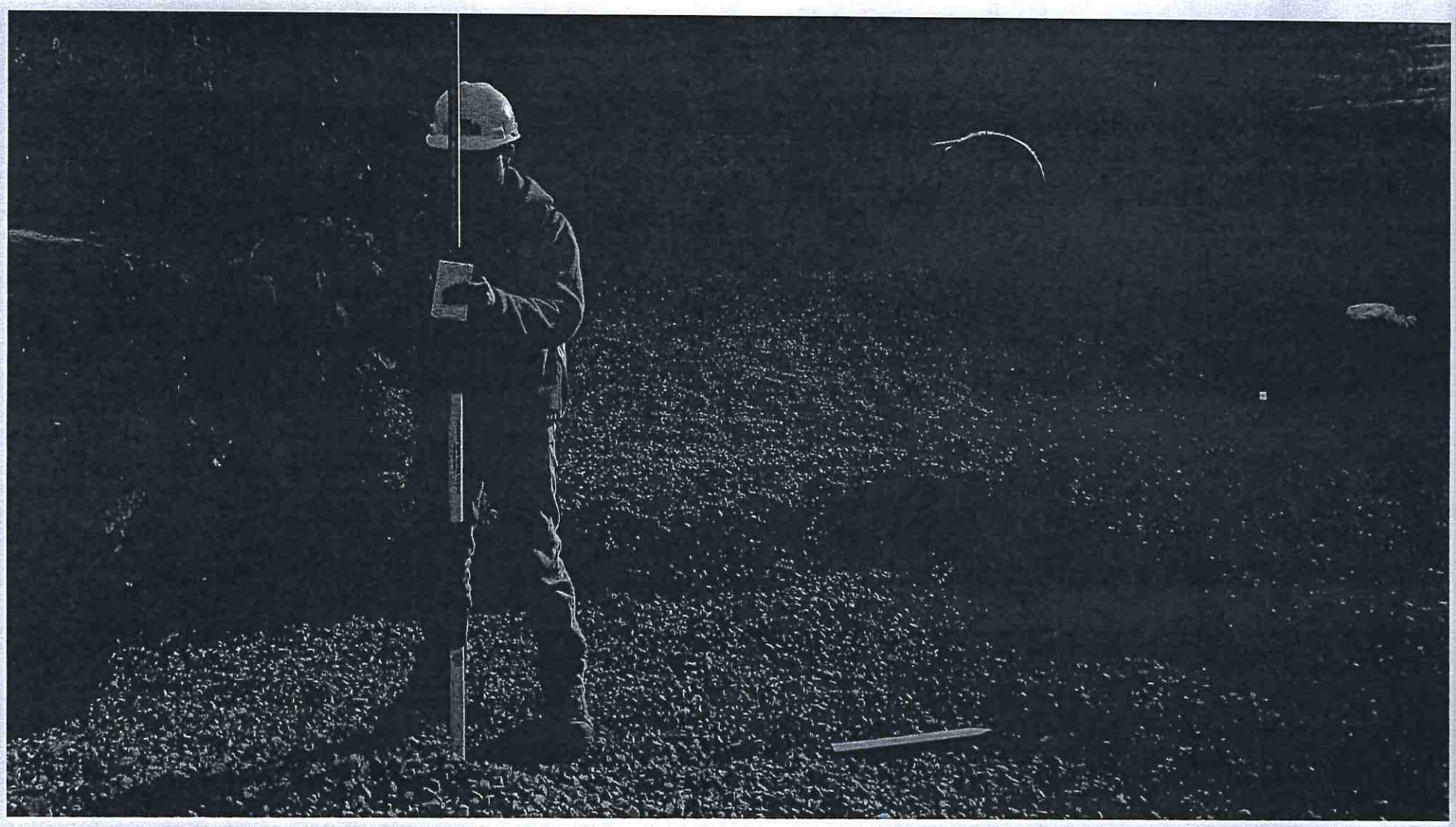
PORT ARTHUR CRUDE TERMINAL

ONGOING PROJECT NEARING COMPLETION

$130 million project is expected to be completed in the second quarter of 2021, bringing more than 1,200 direct and indirect construction jobs to Port Arthur and Jefferson County, as well as more than 40 full-time jobs once operations commence at the facility.

Access Surveyors, LLC has served as "Lead Survey" for this project working directly under Ragnar Benson.

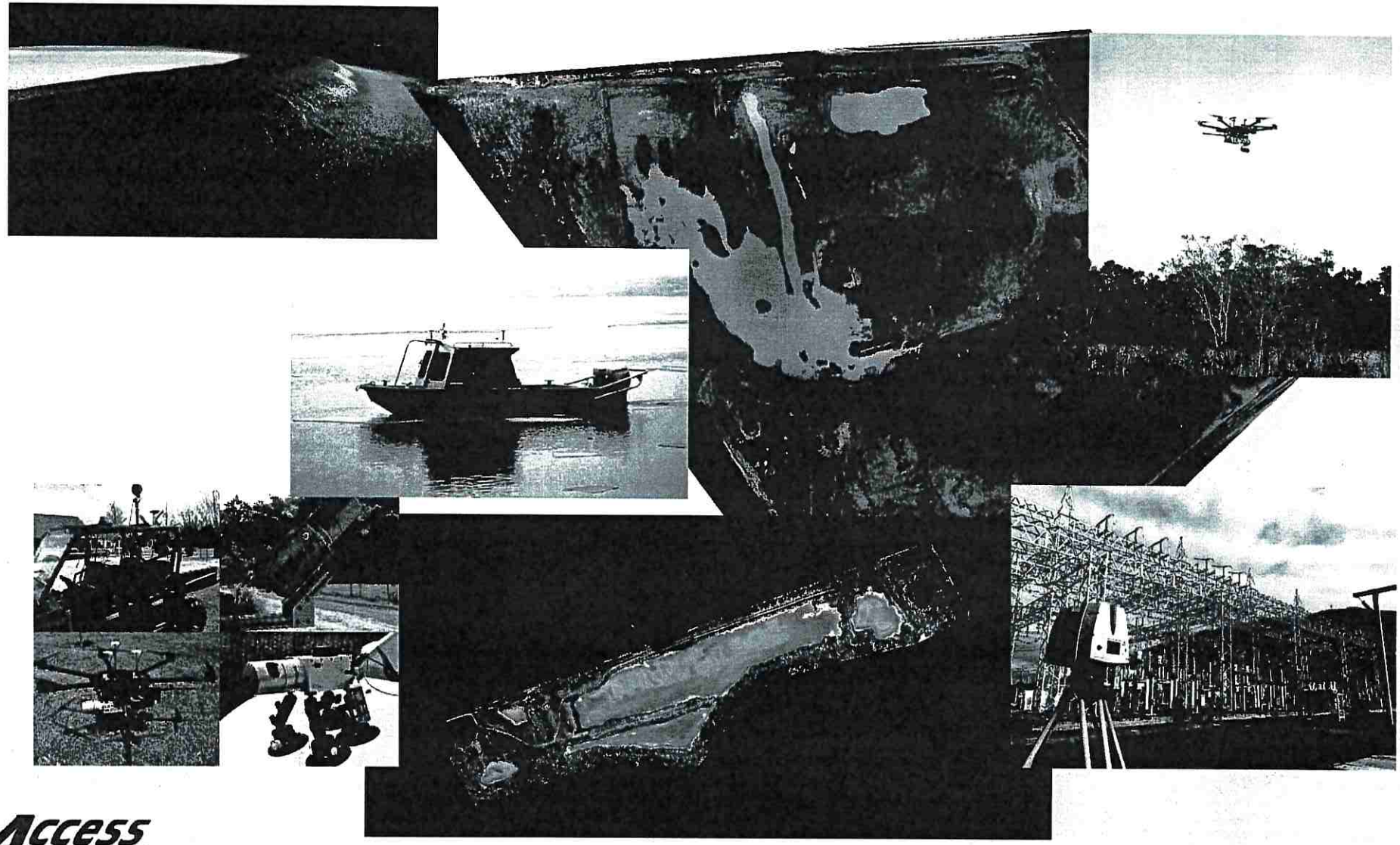
Access Surveyors, LLC



Access Surveyors, LLC

SURVEYING

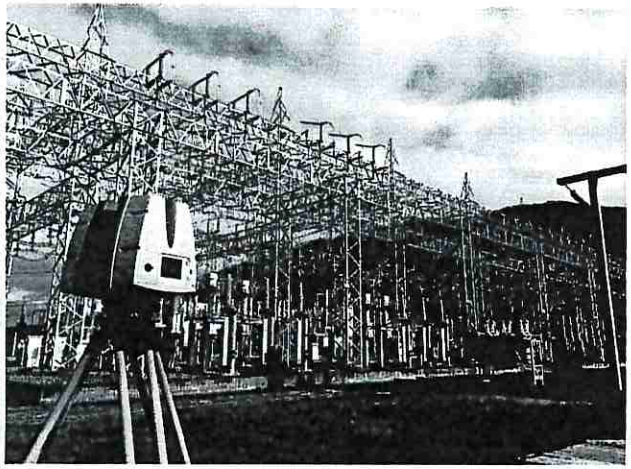
AERIAL & MOBILE LiDAR, 3D TERESTRIAL SCANNING, HYDROGRAPHIC/BATHYMETRIC

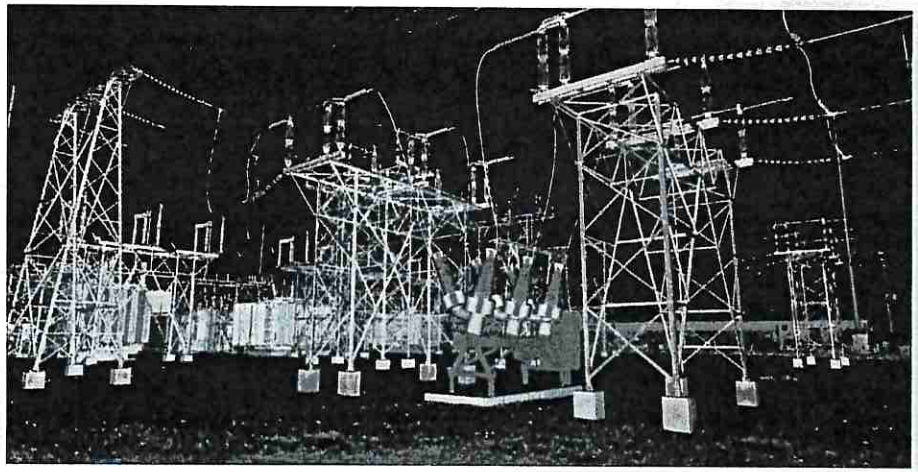


Access Surveyors, LLC

3D Laser Scanning Introduction

- In the competitive construction world, time is money. Utilizing a 3D laser scanner at every stage of the construction process has numerous benefits, all of which contribute to efficiency and accuracy for all stakeholders involved, from architects and engineers to designers themselves.
- The scanner works by putting out millions of lasers to create highly accurate 3D renderings of a space, whether it's a building under construction or even during the preconstruction phase. The system's sensor cameras measure things how the laser angle or thickness changes as it moves around the objects in the space, and records the time it takes for the beams to bounce back to the scanner. Based on those data points, detailed calculations about the spatial relationships between objects as well as the dimensions of the space being measured can be made.
- This captures and creates millions of data points in just a few seconds that can be continually measured and compared against as the project progresses.





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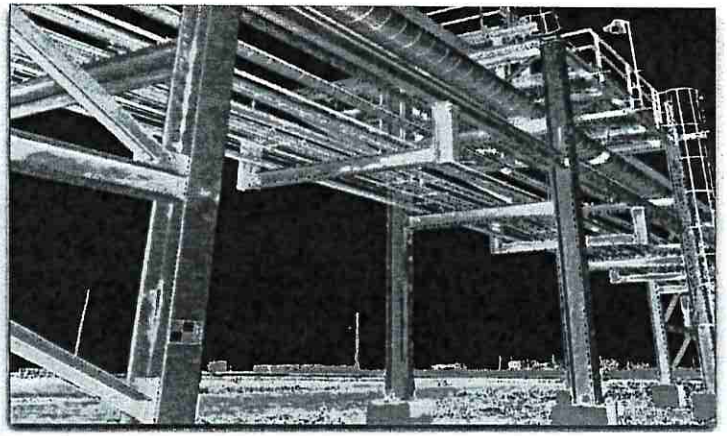
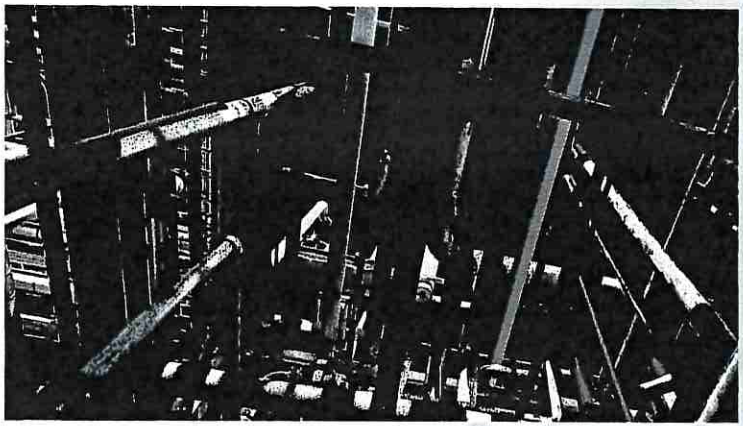
- The sum total of these measurements comprise what is known as a "point cloud," a dense group of 3D points that recreates a physical object in digital space. It's at this point where a skilled human worker is needed to identify the different elements of the digital objects being created. Point clouds contain vastly more information about an object's physical location, they also contain information about everything from color to reflectivity.

- This is especially useful in a complex, unfinished interior structure with the work of multiple trades simultaneously underway, or in a job involving retrofits or refurbishment. It's even effective in occupied structures. The laser scans can capture pinpoint accurate data throughout the interior, offering a higher level of accuracy in measurement than photographs, and do so considerably faster than manual measurements allow. The speed the system can measure saves labor hours on taking measurements by hand, and the end results are considerably more accurate, down to one- or two-millimeter accuracy (± 1/8"). 3D laser scanning is so unobtrusive, in fact, the data can be captured without entering barricaded or hard to reach areas which ultimately compensate the most important factors….safety and efficiency.





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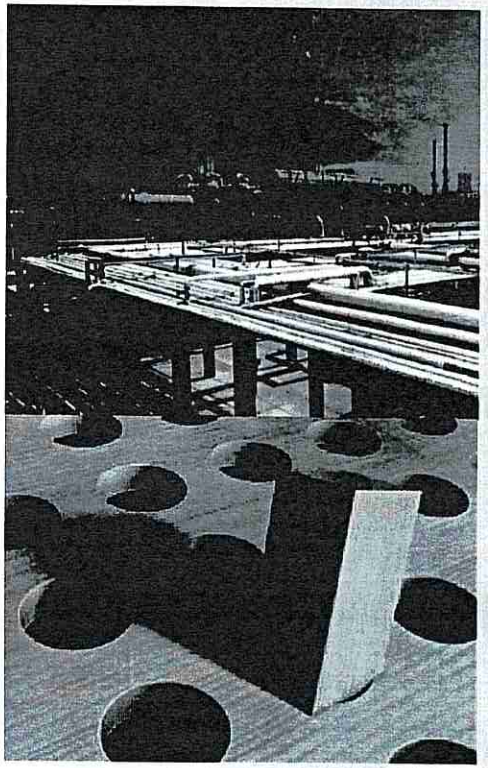
Why is the accuracy of scan data so important in Process Plant Facilities?

- Human error during traditional hand measurements or conventional as-built surveying can lead to flawed design and construction planning decisions.
- Scanning captures the big picture without needs to return to the field.
- Pre-fabricated parts may not go together during field fit-up
- Potential for constructability problems
- Increased facility downtime
- Potential for enormous cost overruns due to work stoppage, loss of production, redesign and potential lawsuits.



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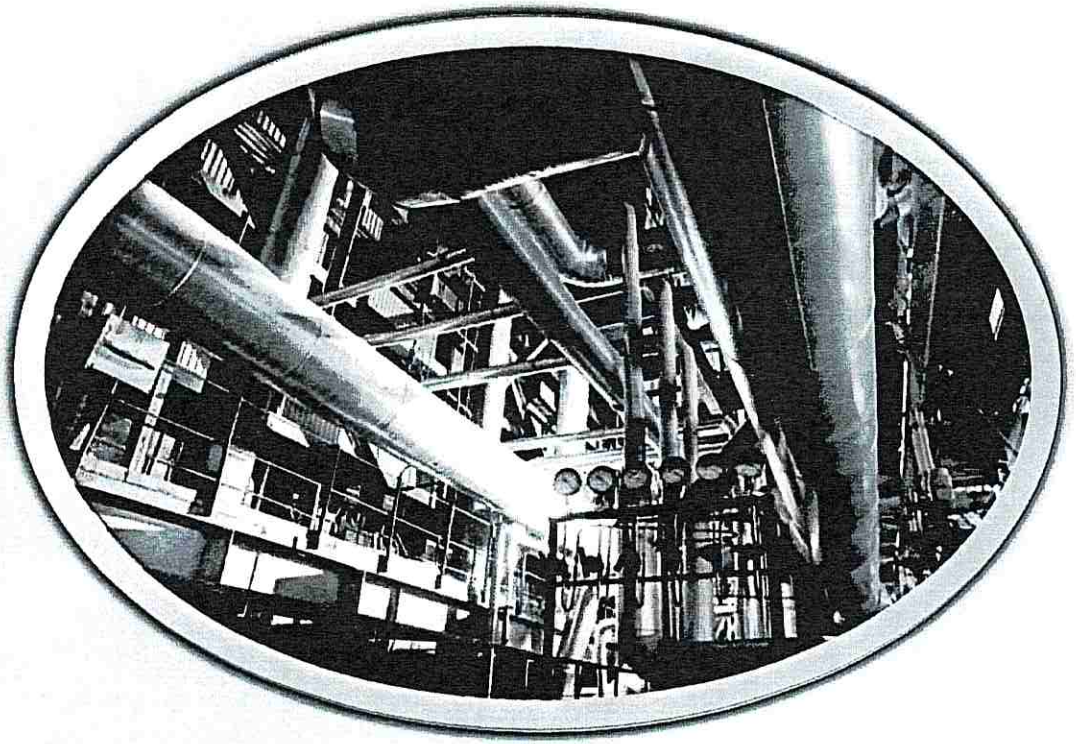
Why is the accuracy of scan data so important?
Building and construction



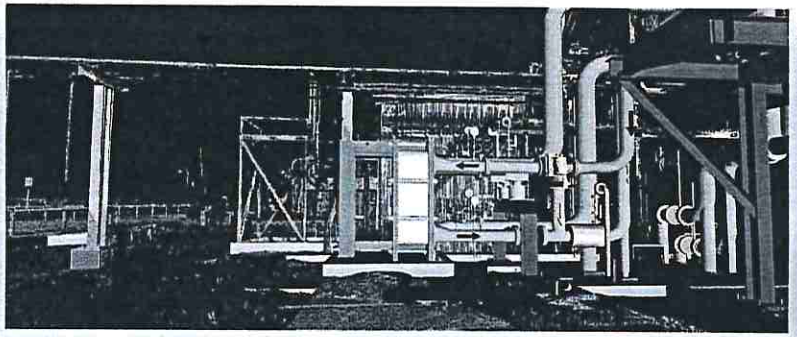
- Pre-Construction
  - Inaccurate as-built measurements in a renovation / retrofit project can result in "designing in rework", change orders and potential schedule delays.
  - Equipment and systems may not fit as designed which can lead to unanticipated changes, delays and lawsuits.
  - Inaccurate as-built data = added risk
- ConstructionValidation
  - Are anchor bolts correctly located?
  - What pipe really got measured and where can we design the new route?
  - Pictures are worth a thousand words, but scan data is worth billions of data points usable in real time continuously.

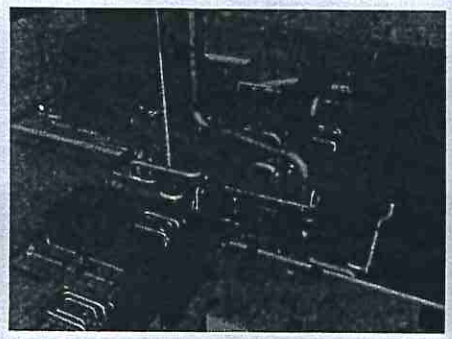
Access Surveyors, LLC

What do you get from scanning?

- Once a scan is complete, the resulting data is collected and processed for model generation. It's particularly handy in creating BIM models, where every pipe, beam, outlet and fixture is measured and accounted for and continuously updated. Laser scanning can help contractors avoid conflicts between architectural features or systems, for example, ensuring water pipes don't interfere with planned locations for electrical boxes or HVAC systems. This accuracy helps eliminate the need for costly rework down the line as potential issues are rooted out and addressed early in the process.
- **3D laser scanning frees up some proximity-based barriers to effective construction work.**

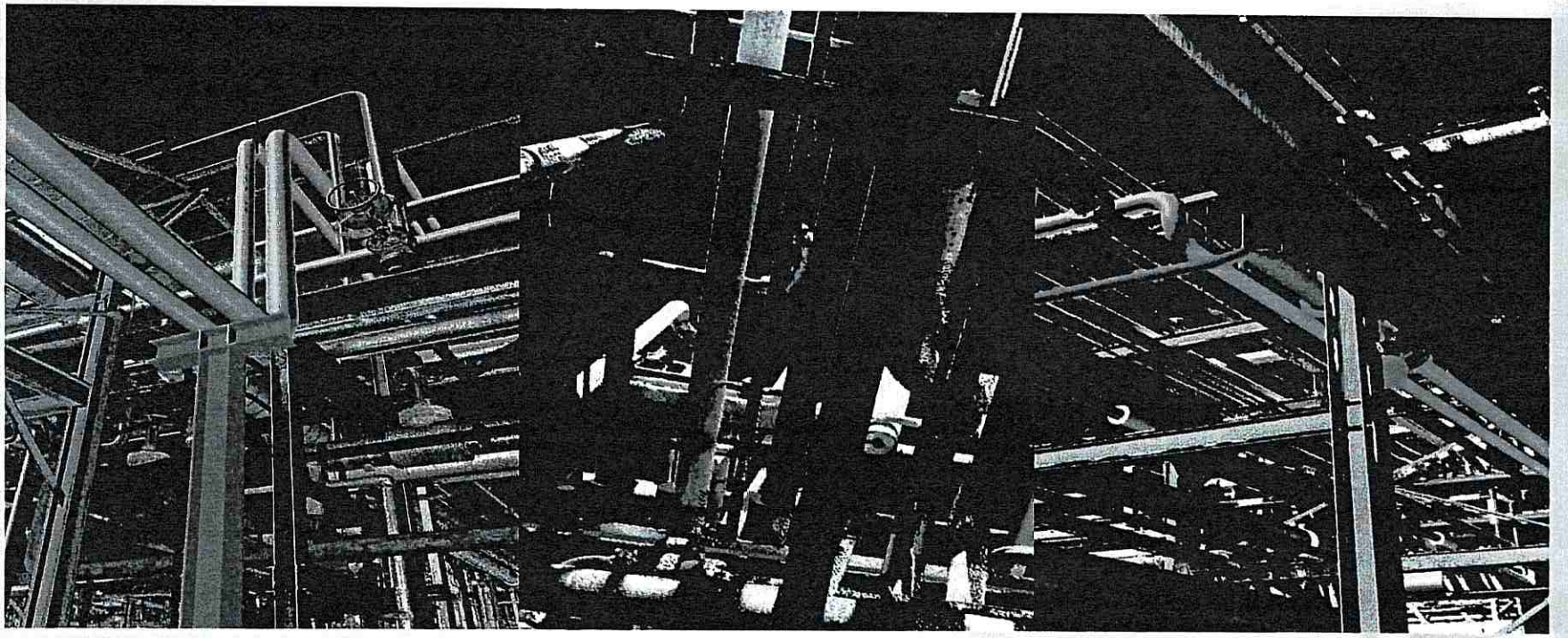
- 3D laser scanning frees up some proximity-based barriers to effective construction work. In the event an architect or engineer can't be physically present at a job site, either due to dangerous conditions or geographic location. The data can be uploaded to the cloud, making it accessible by everyone who needs to see it, and accurate decisions and changes can be made based on that data and the resulting models.
- The equipment, software and personnel required to perform VALUABLE 3D laser scanning isn't cheap. High level knowledge is a must and cutting corners can be costly when the idea " ***that doesn't seem difficult, we can do that and save money"*** comes into play. Laser scanning is only collecting the data, but to produce a VALUABLE and ACCURATE PROJECT, an Industrial minded surveyor is imperative to the design success.



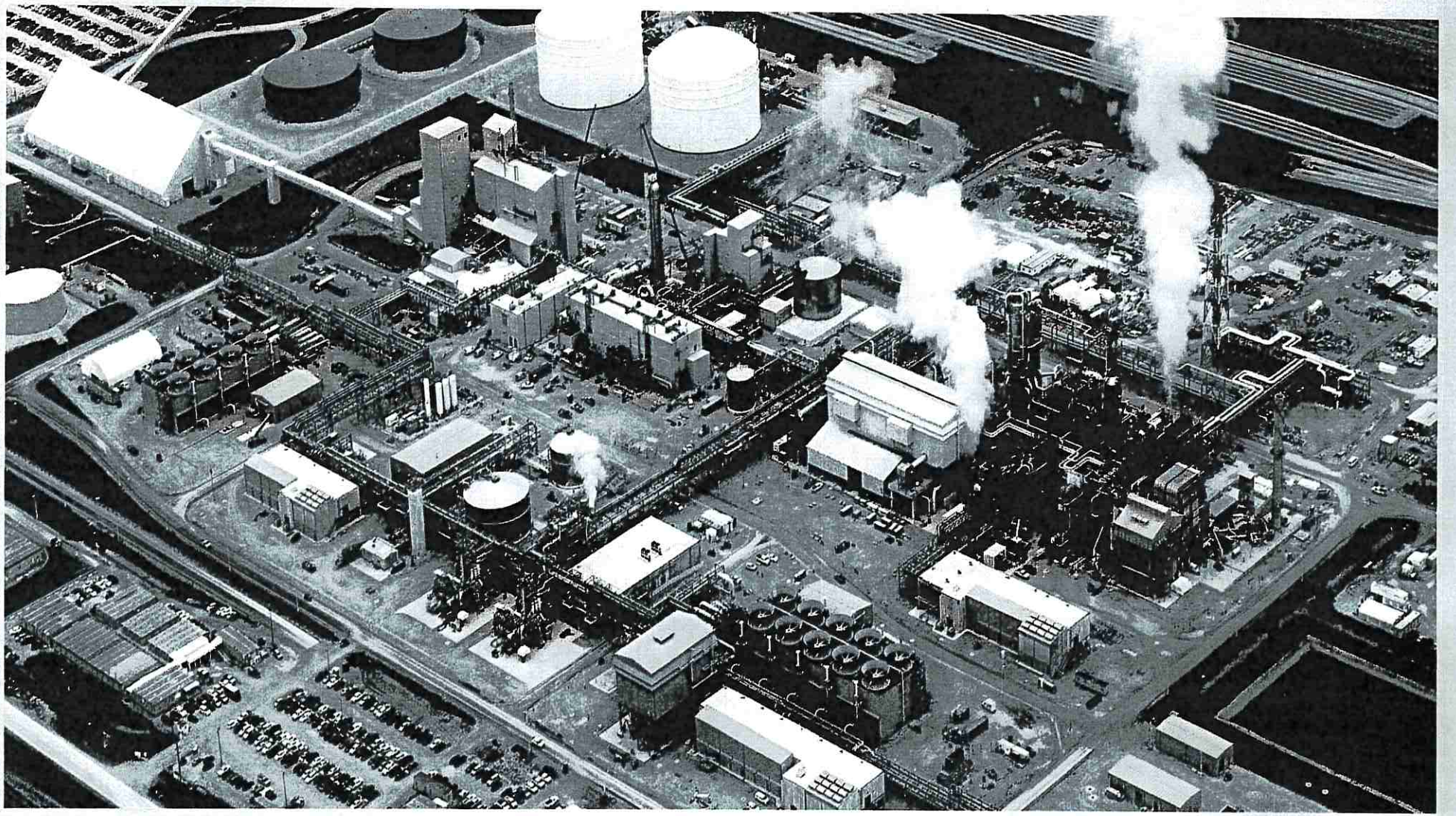


Access Surveyors, LLC

There are clear advantages to using a 3D laser scanning system, and the benefits are easy to see, even in an industry like construction that is slow to adopt new technologies and processes. But the argument against implementing new methods becomes harder to make when safety and efficiency gains are so readily apparent, so its not surprising to see laser scanning as the building block for modeling the future, as long as you don't get left behind.

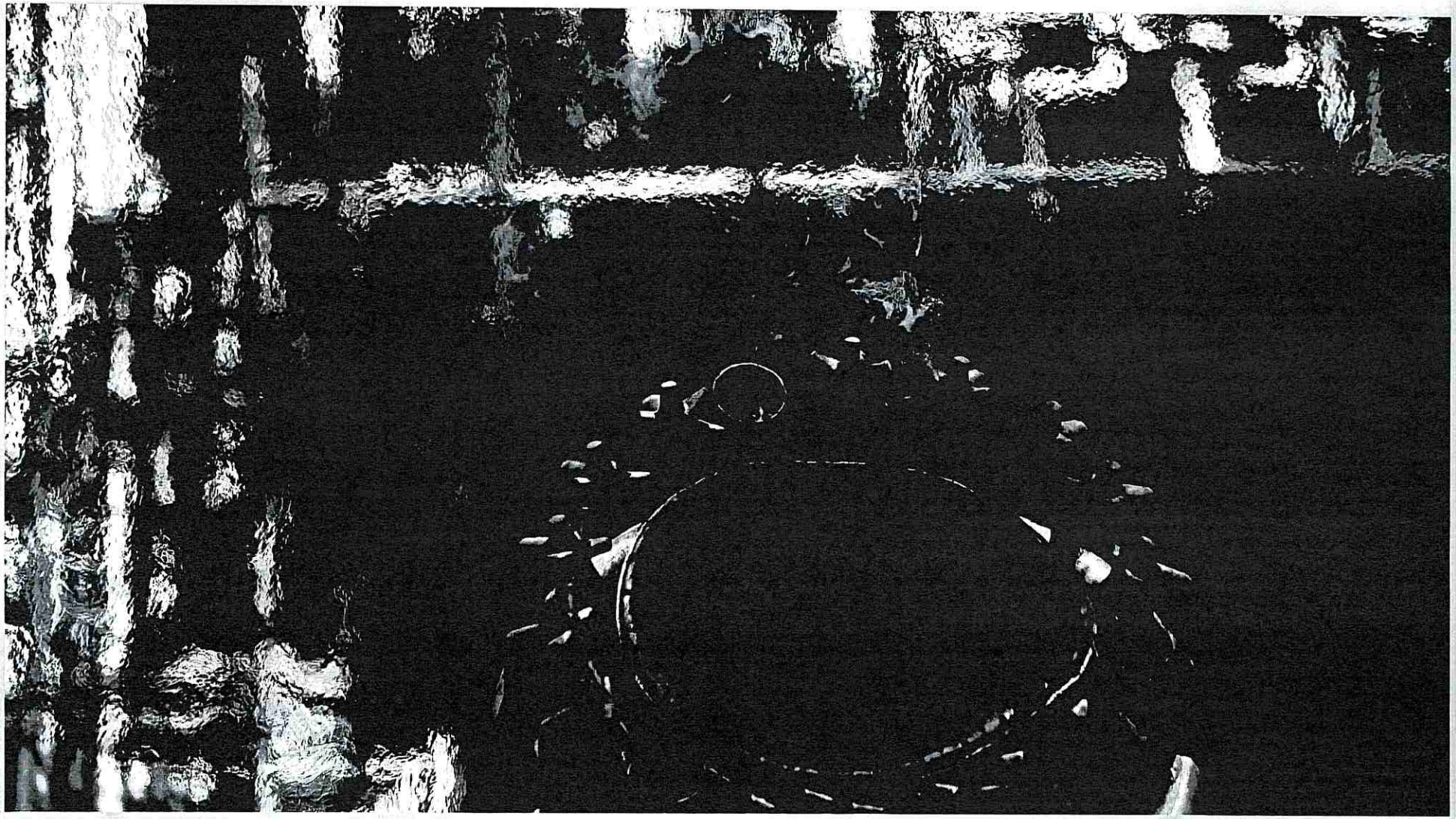


Access Surveyors, LLC



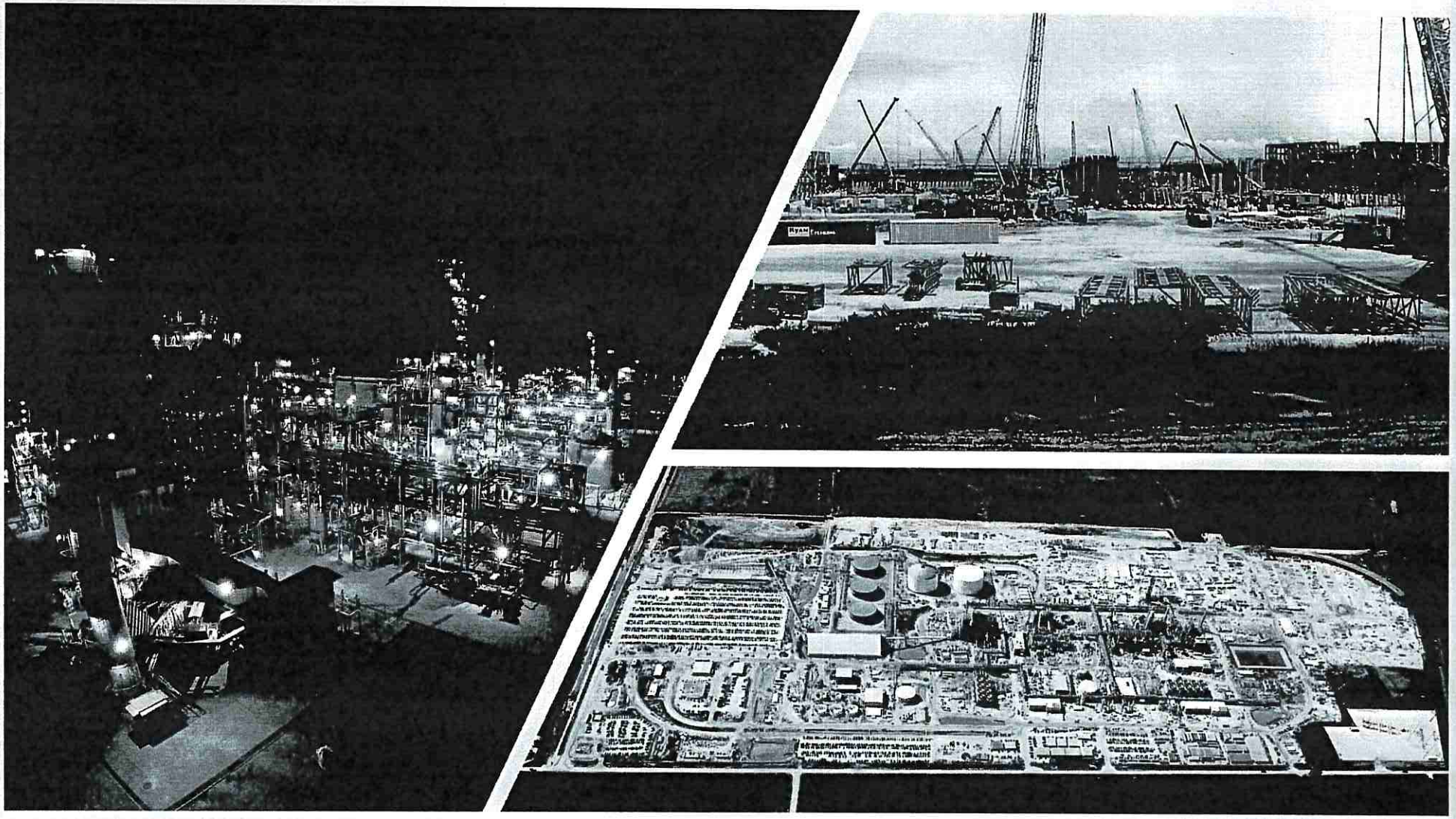
Access Surveyors, LLC

AERIAL IMAGING



Access Surveyors, LLC

HIGH RESOLUTION IMAGING / INSPECTION



Access Surveyors, LLC

MULTI-ANGLE / SITE CONDITIONS / PROGRESSION

JEFFERSON COUNTY PURCHASING DEPARTMENT
Deborah L. Clark, Purchasing Agent

1149 Pearl Street
1st Floor, Beaumont, TX 77701

OFFICE MAIN: (409) 835-8593
FAX: (409) 835-8456

August 9, 2022

Request for Statements of Qualifications
(RFQ 22-044/MR) Elevation Certificates for Flood Pre-Mitigation, Pursuant to Chapter 262, Texas Local Government Code, the County Purchasing Act and 2 CFR Section 200.318-326

Jefferson County is seeking submittals from qualified firms to provide professional surveying in accordance with Request for Statements of Qualifications (RFQ 22-044/MR) **Elevation Certificates for Flood Pre-Mitigation, Pursuant to Chapter 262, Texas Local Government Code, the County Purchasing Act and 2 CFR Section 200.318-326**

All interested firms should obtain a "Request for Qualifications" specifications packet from the Jefferson County Purchasing webpage at: https://www.co.jefferson.tx.us/Purchasing/

All submittals shall be evaluated by an Evaluation Committee. This committee will evaluate submissions to this request and select the firm that is most qualified, responsive, and experienced.

Responses are to be sealed and addressed to the Purchasing Agent with the request for qualifications number and name marked on the outside of the envelope or box. All responses shall be submitted with an original and (five) 5 copies, to the Jefferson County Purchasing Department, 1149 Pearl Street, 1st Floor, Beaumont, Texas 77701, no later than 11:00 am CT, Wednesday, August 31, 2022. Jefferson County does not accept responses submitted electronically. Responses will be publicly opened and the names of responding firms will be read aloud in the Jefferson County Engineering Department Conference Room (5th Floor, Historic Courthouse) 1149 Pearl Street, Beaumont, Texas 77701 at the time and date below. Statements of Qualifications received after that time will be considered late and will be returned unopened. Inquiries shall be directed to Mistey Reeves, Assistant Purchasing Agent at 409-835-8593 or mreeves@co.jefferson.tx.us. If no response in 72 hours, contact Deborah Clark, Purchasing Agent at 409-835-8593 or dclark@co.jefferson.tx.us.

REQUEST NAME:	**Elevation Certificates for Flood Pre-Mitigation, Pursuant to Chapter 262, Texas Local Government Code, the County Purchasing Act and 2 CFR Section 200.318-326**
REQUEST NUMBER:	**RFQ 22-044/MR**
DUE DATE/TIME:	**11:00 am CT, Wednesday, August 31, 2022**
MAIL OR DELIVER TO:	**Jefferson County Purchasing Department** **1149 Pearl Street, 1st Floor** **Beaumont, TX 77701**

Jefferson County encourages Disadvantaged Business Enterprises (DBEs), Minority/Women Business Enterprises (M/WBEs), and Historically Underutilized Businesses (HUBs) to participate in the bidding process. Jefferson County does not discriminate on the basis of race, color, national origin, sex, religion, age or disability in employment, or the provisions of services. Individuals requiring special accommodations are requested to contact our office at least seven (7) days prior to the bid due date (at 409-835-8593) to make appropriate arrangements.

All interested firms are invited to submit a proposal in accordance with the terms and conditions stated in this request.

Respondents are strongly encouraged to carefully read the entire invitation, as failure to return and/or complete all required documentation will result in a response being declared as non-responsive.

Sincerely,

Deborah Clark

Deborah L. Clark, Purchasing Agent
Jefferson County, Texas

PUBLISH:
Beaumont Enterprise & Port Arthur News:
August 10th & 17th, 2022
Examiner **August 18, 2022**

TABLE OF CONTENTS

TABLE OF CONTENTS 1
SECTION 1: INTRODUCTION 2
1.1 PURPOSE 2
1.2 PROCEDURE 2
1.3 EVALUATION COMMITTEE 2
1.4 EVALUATION PROCESS 3
1.5 FIRM's SERVICES 3
1.6 LAWS AND REGULATIONS 3
1.7 INSURANCE REQUIREMENTS 3
1.8 WORKER'S COMPENSATION INSURANCE 4
1.9 TERMS AND CONDITIONS 5
INSERTION PAGE: CERTIFICATE OF INSURANCE (COI) 7
SECTION 2: RFQ SUBMISSION REQUIREMENTS AND SPECIAL REQUIREMENTS 8
BYRD ANTI-LOBBYING CERTIFICATION FORM 21
DEBARMENT/SUSPENSION CERTIFICATION 22
CIVIL RIGHTS COMPLIANCE PROVISIONS 23
SECTION 3: RFQ SUBMISSION REQUIREMENTS AND SPECIAL REQUIREMENTS 25
3.1 SUBMISSION OF QUALIFICATIONS 25
3.2 DEADLINE FOR RESONSE SUBMISSIONS/DELIVERY 25
3.3 COURTHOUSE SECURITY 25
3.4 COUNTY HOLIDAYS (2022) 26
3.5 SUBMISSIONS DURING TIME OF INCLEMENT WEATHER, DISASTER, OR EMERGENCY 26
3.6 PRE-PROPOSAL CONFERENCE 26
3.7 QUESTIONS/DEADLINE FOR QUESTIONS 26
3.8 VENDOR REGISTRATION: SAM (SYSTEM FOR AWARD MANAGEMENT) 26
3.9 FORM 1295 SUBMISSION REQUIREMENT (TEXAS ETHICS COMMISSION) 27
SAMPLE FORM 1295 28
INSERTION PAGE: COMPLETED FORM 1295 29
INSERTION PAGE: SYSTEM FOR AWARD MANAGEMENT (SAM) REGISTRATION PROOF 30
3.10 MINIMUM REQUIMENTS: FIRM INFORMATION 31
3.11 ADDITIONAL INFORMATION FOR RESPONSE INCLUSION 31
3.12 CONFIDENTIAL/PROPRIETARY INFORMATION 31
3.13 EVALUATION SCORING CRITERIA 32
RESPONDENT INFORMATION FORM 33
VENDOR REFERENCE FORM 34
SIGNATURE PAGE 35
CERTIFICATION REGARDING LOBBYING 36
DISCLOSURE OF LOBBYING ACTIVITIES 37
CONFLICT OF INTEREST QUESTIONNAIRE 39
LOCAL GOVERNMENT OFFICER – CONFLICT OF INTEREST DISCLOSURE STATEMENT (OFFICE USE ONLY) 41
RESIDENCE CERTIFICATION/TAX FORM 42
HOUSE BILL 89 VERIFICATION 43
SENATE BILL 252 CERTIFICATION 44
RESPONDENT'S CERTIFICATION 45

1.1 PURPOSE AND SCOPE OF WORK.

Jefferson County is requesting statements of qualifications and experience from all interested surveying firms desiring to provide professional surveying services for the County as the need for these services arises. The range of services to provide will be broad and will involve developing pre-mitigation elevation certificates for homes that will be elevated in Jefferson County. **This RFQ will be utilized to engage firms for future, undefined projects, and an indefinite quantity of surveying services as need arises.**

PROJECT DESCRIPTION

Jefferson County is seeking qualified surveying firm(s) to assist the County by developing pre-mitigation elevation certificates for homes that will be elevated in the Jefferson County Hazard Mitigation Grant Program Elevation Project. Jefferson County intends to enter into an Agreement with one (1) or more prime firm(s) to provide services for the following:

- Develop up to 150 pre-mitigation elevation certificates. The first batch of homes requiring elevation certificates will be up to 4. Subsequent batches of elevation certificates, consisting of 20-40 homes each will be ordered over the next one to two years. *Note: A small percentage of homeowners who will participate in the county elevation project already have elevation certificates, and will not require another elevation certificate, prior to receiving the notice to proceed with the elevation.*

- Firms are to perform all necessary work on all assigned election certificates for each batch of homes, within a thirty (30) day period.

- The awarded firm(s) will be issued a Notice to Proceed for each batch of homes.

MINIMUM REQUIREMENTS

- Minimum of three (3) years' experience of developing elevation certificates.

- Minimum of three (3) years firm and firm ownership/key staff experience in developing elevation certificates.

- Background check, criminal and/or affidavit of no suspensions or criminal actions against owners and or company for non-performance of work.

1.2 PROCEDURE.

Firms are encouraged to submit statements of qualifications and experience to be kept on file in the Jefferson County Purchasing Department. For a given project, the responsible Jefferson County Commissioners' Court will appoint a selection committee, which will evaluate responses and select, in order of preference, a short list of at least three firms. Responses will be ranked on the basis of demonstrated experience, competence, and qualifications. Fees, price, work hours, or any other cost information will not be considered in the development of the short list.

Jefferson County will then enter into negotiations with the highest qualified firm. The negotiations will first establish the scope, terms and conditions, and time limits for the proposed contract. Once agreement is reached between Jefferson County and the selected firm, the County will request a fee proposal from the firm. If agreement is reached, the County will retain the firm and enter into a written contract with it. If an agreement cannot be negotiated with the selected firm, the County will then enter into negotiations with the next most qualified firm. This procedure will continue until agreement is reached and a contract is produced. If the County cannot negotiate an agreement, the procedure will be terminated.

1.3 SELECTION REVIEW COMMITTEE.

Because of the diversity of the departments and activities of the County, Jefferson County Commissioners' Court will appoint the Selection Review Committee for this Request for Qualifications. The Purchasing Agent may appoint a Chairperson and no less than two (2) other members for the committee. Typically, the committee will consist of at least one professional in the task required, a person knowledgeable about procurement practices, and either a representative of the department

requesting the project, or the department executing the project. However, this structure is not binding and subject to change at the discretion of the Purchasing Agent. Other members may be appointed to the Evaluation Committee as necessary and appropriate, but the total number of persons committee shall not exceed five (5) persons. Committee appointments shall be in writing and shall briefly describe the scope of the project and, if necessary, the primary disciplines required to accomplish the project in order to assist the committee in developing a list of firms that might best accomplish the work required. Committee membership and project requirements will vary from project to project. Therefore, a firm rated number one for one project could be considered not qualified or ranked lower on another project.

1.4 EVALUATION PROCESS.

While Jefferson County appreciates a brief, straight-forward, and concise reply; Respondent must fully understand that the evaluation is based on the information provided. Accuracy and completeness are essential. Omissions, ambiguous, and equivocal statements may be construed against the respondent. The RFQ response may be incorporated into any contract which results from this RFQ, and vendor(s) are cautioned not to make claims or statements it is not prepared to commit to contractually. Failure of the vendor to meet such claims will result in a requirement that the vendor provide resources necessary to meet submitted claims.

The Jefferson County Purchasing Department may initiate discussions with selected vendors; however, discussions may not be initiated by vendors.

The Jefferson County Purchasing Department expects to conduct discussions with vendor's representatives authorized to contractually obligate the vendor with an offer. **Vendors shall not contact any Jefferson County personnel during the RFQ process without the express permission from the Jefferson County Purchasing Agent. The Purchasing Agent will disqualify any vendor who has made site visits, contacted Jefferson County personnel, or distributed any literature without authorization from the Jefferson County Purchasing Department.**

All correspondence relating to this RFQ, from advertisement to award shall be sent to the Jefferson County Purchasing Department. All presentations and/or meetings between Jefferson County and the vendor relating to this RFQ shall be coordinated by the Jefferson County Purchasing Department.

Selected vendors may be expected to make a presentation/product demonstration to an Evaluation Committee. Proposals, vendor presentations, and product/service evaluations may develop into negotiating sessions with the vendor(s) as selected by the Evaluation Committee. Jefferson County expects to conduct negotiations with vendor representatives authorized to contractually obligate the vendor with an offer. If vendor is unable to agree to contract terms and conditions, Jefferson County reserves the right to terminate contract negotiations with that vendor and initiate negotiations with another vendor. In addition to a presentation, visits by the Evaluation Committee to representative vendor client sites may be conducted where the proposed solution can be demonstrated in a production environment.

1.5 SURVEYOR FIRM's SERVICES.

A. A description of services that may be utilized under this RFQ includes:
   1. Develop pre-mitigation elevation certificates.

1.6 LAWS AND REGULATIONS.

A. The Surveyor Firm(s) must comply with all laws, ordinances, and rules and regulations which govern the work specified in this contract.

1.7 INSURANCE.

The contractor (including any and all subcontractors as defined in **Section 8.1.3** below) shall, at all times during the term of this contract, maintain insurance coverages with not less than the type and requirements shown below. Such insurance is to be provided at the sole cost of the contractor. These requirements do not establish limits of the contractor's liability.

All policies of insurance shall waive all rights of subrogation against the County, its officers, employees and agents; a copy of the policy wording or endorsement is required.

Contractor shall furnish Jefferson County with Certificate of Insurance naming Jefferson County as additional insured and will provide the actual policy wording or endorsement showing as such.

Minimum Insurance Requirements:

Public Liability, including Products & Completed Operations	$1,000,000
Excess Liability	$1,000,000

Property Insurance (policy below that is applicable to this project):

Improvements & Betterments Policy: Improvements/Remodeling (for Lease Tenants)
Builder's Risk Policy: Structural Coverage for Construction Projects
Installation Floater Policy: Improvements/Alterations to Existing Structure

Workers' Compensation Statutory Coverage (**See Section 1.8 Below**)

1.8 WORKER'S COMPENSATION INSURANCE.

1.8.1 Definitions:

1.8.1.1 **Certificate of coverage ("Certificate")** – A copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a coverage agreement, DWC-81, DWC-82, DWC-83, or DWC-84 showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.

1.8.1.2 **Duration of the project** – Includes the time from the beginning of the work on the project until the contractor's/person's work on the project has been completed and accepted by the governmental entity.

1.8.1.3 **Persons providing services on the project ("subcontractor") in article 406.096** – Includes all persons or entities performing all or part of the services under the contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractor, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project. "Services" includes, without limitation, providing, hauling or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

1.8.2 The Contractor shall provide coverage, based on proper reporting of classification code and payroll amounts and filing any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the contractor providing services on the project, for the duration of the project.

1.8.3 The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract – refer **to Section 1.7** above.

1.8.4 If the coverage period shown on the Contractor's current certificate of coverage ends during the duration of the project, the Contractor must, prior to the end of the coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been extended.

1.8.5 The Contractor shall obtain from each person providing services on a project, and provide to the governmental entity:

1.8.5.1 A certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project; and

1.8.5.2 No later than seven (7) days after receipt by the Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate ends during the duration of the project.

1.8.6 The Contractor shall retain all required certificates of coverage for the duration of the project and for one (1) year thereafter.

1.8.7 The Contractor shall notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.

1.8.8 The Contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Department of Workers' Compensation, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.

1.8.9 The Contractor shall contractually require each person with whom it contracts to provide services on a project to:

1.8.9.1 Provide coverage, based on reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all its employees providing services on the project, for the duration of the project.

1.8.9.2 Provide to the Contractor, prior to that person beginning work on the project a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project.

1.8.9.3 Provide the Contractor, prior to the end of coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.

1.8.9.4 Obtain from each person with whom it contracts, and provide to the Contractor:

1.8.9.4.1 A certificate of coverage, prior to the other person beginning work on the project; and

1.8.9.4.2 the coverage period, if the coverage period shown on the current certificate of a new certificate of coverage showing extension of coverage, prior to the end of coverage ends during the duration of the project.

1.8.9.5 Retain all required certificates of coverage on file for the duration of the project and for one (1) year thereafter.

1.8.9.6 Notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and

1.8.9.7 Contractually require each person with whom it contracts to perform as required by paragraphs **1.8.1. – 1.8.7**., with the certificates of coverage to be provided to the person for whom they are providing services.

1.8.10 By signing this contract or providing or causing to be provided a certificate of coverage, the Contractor is representing to the governmental entity that all employees of the contractor who will provide services of the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

1.8.11 The Contractor's failure to comply with any of these provisions is a breach of contract by the Contractor which entitles the governmental entity to declare the contract void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the governmental entity.

1.9 TERMS AND CONDITIONS.

1. Jefferson County reserves the right to request clarification of information submitted and to request additional information of one or more respondents.

2. Any agreement or contract resulting from this RFQ shall be on forms approved by Jefferson County and shall contain, at minimum, applicable provisions of this document. Jefferson County reserves the right to reject any

agreement that does not conform to this document and any County requirements and contracts.

3. The Surveyor shall not assign any interest in the contract and shall not transfer any interest in the same without prior written consent of the County.

4. No reports, information, or data given to or prepared by the Surveyor under contract shall be made available to any individual or organization by the Surveyor without the prior written approval of the County.

RESPONDENT: INSERT COPY OF CERTIFICATE OF INSURANCE (COI) BEHIND THIS PAGE.

Note: For RFQ response submission purposes, a general COI will suffice. However, a COI that includes the notation that "Jefferson County as an additional insured" will be required from Awarded Respondent(s) prior to the issuance of a Purchase Order.

REMEDIES

(For all awarded contracts with a value greater than $150,000.00)

Any violation or breach of terms of this contract on the part of the Contractor or the Contractor's subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this contract. The duties and obligations imposed by the contract documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. Any violation or breach of terms of this contract of the Contractor or the Contractor's sub-contractors will be subject to the remedies, including liquidated damages, described in the bid specifications or Request for Proposal and the Client rules and regulations and special conditions which are incorporated herein by reference in their entirety.

TERMINATION FOR CAUSE AND CONVENIENCE

(For all awarded contracts with a value greater than $10,000.00)

The Client reserves the right to terminate this contract for cause or convenience pursuant to the rules and regulations and special conditions which are incorporated herein by reference in their entirety.

EQUAL EMPLOYMENT OPPORTUNITY

(For all awarded contracts that meet the definition of "federally assisted construction contract" provided in 41 CFR Part 60-1.3) ***Contractor must complete enclosed certification***

During the performance of this contract, the contractor agrees as follows:

1. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:
Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this non-discrimination clause.

2. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

3. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

4. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

6. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation

to ascertain compliance with such rules, regulations, and orders.

7. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

8. The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

DAVIS-BACON ACT AND COPELAND "ANTI-KICKBACK" ACT

(The Davis-Bacon Act only applies to the Emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant Program. It DOES NOT apply to other FEMA grant and cooperative agreement programs, including the Public Assistance Program.

1. ***Minimum wages.***

   i. All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 193 7 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage dete1mination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

   Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1 (b)(2) of the

Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(I)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in §5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided,* that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(I)(ii) of this section) and the Davis Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

ii. (A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination, and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

2) The classification is utilized in the area by the construction industry; and

3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions , including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D)The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(l)(ii) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

i. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

ii. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided,* That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account asset for the meeting of obligations under the plan or program.

2. ***Withholding.***

The Federal Agency and/or Client shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 193 7 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the (Agency) may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. ***Payrolls and basic records.***

i. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section I (b) (2) (B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(l)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section I(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

ii. (A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the federal agency if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to the federal agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee *(e.g.,* the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at *http://www.dol.gov/esa/whd(forms/wh347instr.htm* or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the federal agency if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit them to the applicant, sponsor, or owner, as the case may be, for transmission to the federal agency, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, sponsor, or owner). (B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

1) That the payroll for the payroll period contains the information required to be provided under §5.5 (a) (3) (ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a) (3) (i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

i. The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section section available for inspection, copying, or transcription by authorized representatives of the federal agency or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. ***Apprentices and trainees.***

i. ***Apprentices.*** Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractors registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

ii. ***Trainees.*** Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in

accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

iii. ***Equal employment opportunity***. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

5. ***Compliance with Copeland Act requirements.***

The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

6. ***Subcontracts***.

The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a) (l) through (10) and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

7. ***Contract termination: debarment.***

A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. ***Compliance with Davis-Bacon and Related Act requirements.***

All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. ***Breach.***

A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

10. ***Disputes concerning labor standards.***

Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

11. ***Certification of eligibility.***

1) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis Bacon Act or 29 CFR 5.12(a)(l).

2) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(l).

3) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

(For all awarded contracts related to "mechanics and laborers" with a value greater than $100,000.00)

1) **Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2) **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of $27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

3) **Withholding for unpaid wages and liquidated damages.** The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

4) **Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT

(This requirement **does not apply** to the Public Assistance, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households - Other Needs Assistance Grant Program, as FEMA awards under these programs do not meet the definition of "funding agreement." If FEMA federal award meets definition of "funding agreement" under 37 CFR §401.2(a), for all awarded contracts related to experimental, developmental, or research work type contracts)

(a) Definitions

(1) *Invention* means any invention or discovery which is or may be patentable or otherwise protectable under Title 35 of the United States Code, or any novel variety of *et seq.).*

(2) *Subject invention* means any invention of the *contractor* conceived or first actually reduced to practice in the performance of work under this *contract,* provided that in the case of a variety of plant, the date of determination (as defined in section 41(d) of the Plant Variety Protection Act, 7 U.S.C. 240l (d)) must also occur during the period of *contract* performance.

(3) *Practical Application* means to manufacture in the case of a composition or product, to practice in the case of a process or method, or to operate in the case of a machine or system; and, in each case, under such conditions as to establish that the invention is being utilized and that its benefits are, to the extent permitted by law or government regulations, available to the public on reasonable terms.

(4) *Made* when used in relation to any invention means the conception or first actual reduction to practice of such invention.

(5) *Small Business Firm* means a small business concern as defined at section 2 of Pub. L. 85-536 (15 U.S.C. 632) and implementing regulations of the Administrator of the Small Business Administration. For the purpose of this clause, the size standards for small business concerns involved in government procurement and subcontracting at 13 CFR 121.3-8 and 13 CFR 121.3- 12, respectively, will be used.

(6) *Nonprofit Organization* means a university or other institution of higher education or an organization of the type described in section 501 (c) {3) of the Internal Revenue Code of 1954 (26 U.S.C. 501(c) and exempt from taxation under section 501(a) of the Internal Revenue Code (25 U.S.C. 501(a)) or any nonprofit scientific

or educational organization qualified under a state nonprofit organization statute.

(b) Allocation of Principal Rights

The *Contractor* may retain the entire right, title, and interest throughout the world to each subject invention subject to the provisions of this clause and 35 U.S.C. 203. With respect to any subject invention in which the *Contractor* retains title, the Federal government shall have a nonexclusive, non-transferable, irrevocable, paid-up license to practice or have practiced for or on behalf of the United States the subject invention throughout the world.

(c) Invention Disclosure, Election of Title and Filing of Patent Application by *Contractor*

(1) The *contractor* will disclose each subject invention to the *Federal Agency* within two months after the inventor discloses it in writing to *contractor* personnel responsible for patent matters. The disclosure to the agency shall be in the form of a written report and shall identify the *contract* under which the invention was made and the inventor(s). It shall be sufficiently complete in technical detail to convey a clear understanding to the extent known at the time of the disclosure, of the nature, purpose, operation, and the physical, chemical, biological or electrical characteristics of the invention. The disclosure shall also identify any publication, on sale or public use of the invention and whether a manuscript describing the invention has been submitted for publication and, if so, whether it has been accepted for publication at the time of disclosure. In addition, after disclosure to the *agency,* the *Contractor* will promptly notify the *agency* of the acceptance of any manuscript describing the invention for publication or of any on sale or public use planned by the *contractor.*

(2) The *Contractor* will elect in writing whether or not to retain title to any such invention by notifying the *Federal agency* within two years of disclosure to the *Federal agency.* However, in any case where publication, on sale or public use has initiated the one-year statutory period wherein valid patent protection can still be obtained in the United States, the period for election of title may be shortened by the *agency* to a date that is no more than 60 days prior to the end of the statutory period.

(3) The *contractor* will file its initial patent application on a subject invention to which it elects to retain title within one year after election of title or, if earlier, prior to the end of any statutory period wherein valid patent protection can be obtained in the United States after a publication, on sale, or public use. The *contractor* will file patent applications in additional countries or international patent offices within either ten months of the corresponding initial patent application or six months from the date permission is granted by the Commissioner of Patents and Trademarks to file foreign patent applications where such filing has been prohibited by a Secrecy Order.

(4) Requests for extension of the time for disclosure, election, and filing under subparagraphs (1), (2), and (3) may, at the discretion of the *agency,* be granted.

(d) Conditions When the Government May Obtain Title

The *contractor* will convey to the *Federal agency,* upon written request, title to any subject invention-

(1) If the *contractor* fails to disclose or elect title to the subject invention within the times specified in (c), above, or elects not to retain title; provided that the *agency* may only request title within 60 days after learning of the failure of the *contractor* to disclose or elect within the specified times.

(2) In those countries in which the *contractor* fails to file patent applications within the times specified in (c) above; provided, however, that if the *contractor* has filed a patent application in a country after the times specified in (c) above, but prior to its receipt of the written request of the *Federal agency,* the *contractor* shall continue to retain title in that country.

(3) In any country in which the *contractor* decides not to continue the prosecution of any application for, to pay the maintenance fees on, or defend in reexamination or opposition proceeding on, a patent on a subject invention.

(e) Minimum Rights to *Contractor* and Protection of the *Contractor* Right to File

(1) The *contractor* will retain a nonexclusive royalty-free license throughout the world in each subject invention to which the Government obtains title, except if the *contractor* fails to disclose the invention within the times specified in (c), above. The *contractor's* license extends to its domestic subsidiary and affiliates, if any, within the corporate structure of which the *contractor* is a party and includes the right to grant sublicenses of the same scope to the extent the *contractor* was legally obligated to do so at the time the *contract* was awarded. The license is transferable only with the approval of the *Federal* to which the invention pertains.

(2) The *contractor's* domestic license may be revoked or modified by the *funding Federal agency* to the extent necessary to achieve expeditious practical application of the subject invention pursuant to an application for an exclusive license submitted in accordance with applicable provisions at 37 CFR part 404 and *agency*

licensing regulations (if any). This license will not be revoked in that field of use or the geographical areas in which the *contractor* has achieved practical application and continues to make the benefits of the invention reasonably accessible to the public. The license in any foreign country may be revoked or modified at the discretion of the *funding Federal agency* to the extent the *contractor,* its licensees, or the domestic subsidiaries or affiliates have failed to achieve practical application in that foreign country.

(3) Before revocation or modification of the license, the *funding Federal agency* will furnish the *contractor* a written notice of its intention to revoke or modify the license, and the *contractor* will be allowed thirty days (or such other time as may be authorized by the *funding Federal agency* for good cause shown by the *contractor)* after the notice to show cause why the license should not be revoked or modified. The *contractor* has the right to appeal, in accordance with applicable regulations in 37 CFR part 404 and *agency* regulations (if any) concerning the licensing of Government-owned inventions, any decision concerning the revocation or modification of the license.

(f) *Contractor* Action to Protect the Government's Interest

(1) The *contractor* agrees to execute or to have executed and promptly deliver to the *Federal agency* all instruments necessary to

(i) establish or confirm the rights the Government has throughout the world in those subject inventions to which the *contractor* elects to retain title, and

(ii) convey title to the *Federal agency* when requested under paragraph (d) above and to enable the government to obtain patent protection throughout the world in that subject invention.

(2) The *contractor* agrees to require, by written agreement, its employees, other than clerical and nontechnical employees, to disclose promptly in writing to personnel identified as responsible for the administration of patent matters and in a format suggested by the *contractor* each subject invention made under *contract* in order that the *contractor* can comply with the disclosure provisions of paragraph (c), above, and to execute all papers necessary to file patent applications on subject inventions and to establish the government's rights in the subject inventions. This disclosure format should require, as a minimum, the information required by (c) (l), above. The *contractor* shall instruct such employees through employee agreements or other suitable educational programs on the importance of reporting inventions in sufficient time to permit the filing of patent applications prior to U.S. or foreign statutory bars.

(3) The *contractor* will notify the *Federal agency* of any decisions not to continue the prosecution of a patent application, pay maintenance fees, or defend in a reexamination or opposition proceeding on a patent, in any country, not less than thirty days before the expiration of the response period required by the relevant patent office.

(4) The *contractor* agrees to include, within the specification of any United States patent applications and any patent issuing thereon covering a subject invention, the following statement, "This invention was made with government support under (identify the *contract)* awarded by (identify the Federal agency). The government has certain rights in the invention."

(g) Subcontracts

(1) The *contractor* will include this clause, suitably modified to identify the parties, in all subcontracts, regardless of tier, for experimental, developmental or research work. The subcontractor will retain all rights provided for the *contractor* in this clause, and the *contractor* will not, as part of the consideration for awarding the subcontract, obtain rights in the subcontractor's subject inventions.

(2) In the case of subcontracts, at any tier, when the prime award with the Federal agency was a contract (but not a grant or cooperative agreement), the *agency,* subcontractor, and the contractor agree that the mutual obligations of the parties created by this clause constitute a contract between the subcontractor and the Federal agency with respect to the matters covered by the clause; provided, however, that nothing in this paragraph is intended to confer any jurisdiction under the Contract Disputes Act in connection with proceedings under paragraph (i) of this clause.

(h) Reporting on Utilization of Subject Inventions

The *Contractor* agrees to submit on request periodic reports no more frequently than annually on the utilization of a subject invention or on efforts at obtaining such utilization that are being made by the *contractor* or its licensees or assignees. Such reports shall include information regarding the status of development, date of first commercial sale or use, gross royalties received by the contractor, and such other data and information as the *agency* may reasonably specify. The *contractor* also agrees to provide additional reports as may be requested by the *agency* in connection with

any march-in proceeding undertaken by the *agency* in accordance with paragraph (i) of this clause. As required by 35 U.S.C. 202(c) (5), the *agency* agrees it will not disclose such information to persons outside the government without permission of the *contractor.*

(i) Preference for United States Industry

Notwithstanding any other provision of this clause, the *contractor* agrees that neither it nor any assignee will grant to any person the exclusive right to use or sell any subject inventions in the United States unless such person agrees that any products embodying the subject invention or produced through the use of the subject invention will be manufactured substantially in the United States. However, in individual cases, the requirement for such an agreement may be waived by the *Federal agency* upon a showing by the *contractor* or its assignee that reasonable but unsuccessful efforts have been made to grant licenses on similar terms to potential licensees that would be likely to manufacture substantially in the United States or that under the circumstances domestic manufacture is not commercially feasible.

(j) March-in Rights

The *contractor* agrees that with respect to any subject invention in which it has acquired title, the *Federal agency* has the right in accordance with the procedures in 37 CFR 401.6 and any supplemental regulations of the *agency* to require the *contractor,* an assignee or exclusive licensee of a subject invention to grant a nonexclusive, partially exclusive, or exclusive license in any field of use to a responsible applicant or applicants, upon terms that are reasonable under the circumstances, and if the *contractor,* assignee, or exclusive licensee refuses such a request the *Federal agency* has the right to grant such a license itself if the *Federal agency* determines that:

(1) Such action is necessary because the *contractor* or assignee has not taken or is not expected to take within a reasonable time, effective steps to achieve practical application of the subject invention in such field of use.

(2) Such action is necessary to alleviate health or safety needs which are not reasonably satisfied by the *contractor,* assignee or their licensees;

(3) Such action is necessary to meet requirements for public use specified by Federal regulations and such requirements are not reasonably satisfied by the *contractor,* assignee or licensees; or

(4) Such action is necessary because the agreement required by paragraph (i) of this clause has not been obtained or waived or because a licensee of the exclusive right to use or sell any subject invention in the United States is in breach of such agreement.

(k)Special Provisions for *Contracts* with Nonprofit Organizations If the *contractor* is a nonprofit organization, it agrees that:

(1) Rights to a subject invention in the United States may not be assigned without the approval of the *Federal agency,* except where such assignment is made to an organization which has as one of its primary functions the management of inventions, provided that such assignee will be subject to the same provisions as the *contractor;*

(2) The *contractor* will share royalties collected on a subject invention with the inventor, including Federal employee co-inventors (when the agency deems it appropriate) when the subject invention is assigned in accordance with 35 U.S.C. 202(e) and 37 CFR 401.10;

(3) The balance of any royalties or income earned by the *contractor* with respect to subject inventions, after payment of expenses (including payments to inventors) incidental to the administration of subject inventions, will be utilized for the support of scientific research or education; and

(4) It will make efforts that are reasonable under the circumstances to attract licensees of subject invention that are small business firms and that it will give a preference to a small business firm when licensing a subject invention if the *contractor* determines that the small business firm has a plan or proposal for marketing the invention which, if executed, is equally as likely to bring the invention to practical application as any plans or proposals from applicants that are not small business firms; provided, that the *contractor* is also satisfied that the small business firm has the capability and resources to carry out its plan or proposal. The decision whether to give a preference in any specific case will be at the discretion of the *contractor.* However, the *contractor* agrees that the Secretary applicants, and the *contractor* will negotiate changes to its licensing policies, procedures, or practices with the Secretary when the Secretary's review discloses that the *contractor* could take reasonable steps to implement more effectively the requirements of this paragraph (k)(4).

(l) Communication

Any communications to be given hereunder by either party to the other shall be deemed to be duly given if set forth in writing and personally delivered or sent by mail, registered or certified, postage prepaid with return receipt requested, as follows:

_____

_____

_____

_____

Written notices hereunder delivered personally shall be deemed communicated as of actual receipt; mailed notices shall be deemed communicated five (5) days after deposit in the mail, post prepaid, certified, in accordance with this Paragraph.

CLEAN AIR ACT

(For all awarded contracts with a value greater than $150,000.00)

(m) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

(n) The contractor agrees to report each violation to the (name of applicant entering into the contract) and understands and agrees that the (name of the applicant entering into the contract) will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(o) The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

FEDERAL WATER POLLUTION CONTROL ACT

(For all awarded contracts with a value greater than $150,000.00)

(1) The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

(2) The contractor agrees to report each violation to the (name of the applicant entering into the contract) and understands and agrees that the (name of the applicant entering into the contract) will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

DEBARMENT AND SUSPENSION ***Contractor must complete enclosed certification***

(1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by Client. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to (insert name of recipient/subrecipient/applicant), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

BYRD ANTI-LOBBYING AMENDMENT

(For all awarded contracts with a value greater than $100,000.00.) ***Contractor must complete enclosed certification***

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended) Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

The Contractor certifies, to the best of his or her knowledge and belief that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) Contractor will include language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of $150,000.00 shall certify and disclose accordingly.

PROCUREMENT OF RECOVERED MATERIALS

(The requirements of Section 6002 include procuring only items designated in guidelines of the EPA at 40

C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired by the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.)

(1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA designated items unless the product cannot be acquired:

a) Competitively within a timeframe providing for compliance with the contract performance schedule;

b) Meeting contract performance requirements; or

c) At a reasonable price.

(2) Information about this requirement is available at EPA's Comprehensive Procurement Guidelines website, http://www.epa.gov/cpg/.

The list of EPA-designate items is available at http://www.epa.gov/cpg/products.htm.

(3) The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the "Solid Waste Disposal Act."

ACCESS TO RECORDS

The following access to records requirements apply to this contract:

(1) The Contractor agrees to provide the Client, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

(2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

(4) In compliance with the Disaster Recovery Act of 2018, the Client and the Contractor acknowledge and agree

that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

CHANGES

To be eligible for FEMA assistance under the non-Federal entity's FEMA grant or cooperative agreement, the cost of the change, modification, change order, or constructive change must be allowable, allocable, within the scope of its grant or cooperative agreement, and reasonable for the completion of project scope.

FEMA recommends, therefore, that a non-Federal entity include a changes clause in its contract that describes how, if at all, changes can be made by either party to alter the method, price, or schedule of the work without breaching the contract. The language of the clause may differ depending on the nature of the contract and the end-item procured.

DHS SEAL, LOGO, AND FLAGS

The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS

This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

NO OBLIGATION BY FEDERAL GOVERNMENT

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.

PROHIBITION ON CONTRACTING FOR COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES

2 C.F.R. § 200.216, as implemented by FEMA Policy 405-143-1, prohibits the Contractor from using equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

DOMESTIC PREFERENCES FOR PROCUREMENTS

As appropriate and to the extent consistent with law, the Contractor agrees, to the greatest extent practicable, prefer the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).

AFFIRMATIVE SOCIOECONOMIC STEPS

If subcontracts are to be let, the prime contractor is required to take all necessary steps identified in 2_C.F.R. § 200.321(b)(1)-(5) to ensure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

COPYRIGHT AND DATA RIGHTS

"License and Delivery of Works Subject to Copyright and Data Rights"

The Contractor grants to the Client a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this contract, the Contractor will identify such data and grant to the Client or acquires on its behalf a license of the same scope as for data first produced in the performance of this contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this contract, the Contractor will deliver to the Client data first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by the Client."

BYRD ANTI-LOBBYING CERTIFICATION

Certification for Contracts, Grants, Loans, and Cooperative Agreements-The undersigned certifies, to the best of his or her knowledge and belief, that:

1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The Contractor _____ certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

_____

Signature of Contractor's Authorized Official

_____

Name and Title of Contractor's Authorized Official

_____

Date

REQUIRED FORM
Bidder: Please complete this form and include with bid submission.

DEBARMENT/SUSPENSION CERTIFICATION

Non-Federal entities and contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, Debarment and Suspension (1986) and Executive Order 12689, Debarment and Suspension (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (No procurement Debarment and Suspension).

This requirement applies to all FEMA grant and cooperative agreement programs.

Federal Executive Order (E .O.) 12549 "Debarment" requires that all contractors receiving individual awards, using federal funds, and all sub recipients certify that the organization and its principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from doing business with the Federal Government. By signing this document, you certify that your organization and its principals are not debarred. Failure to comply or attempts to edit this language may disqualify your bid. Information on debarment is available at the following websites: www.sam.gov and https://acguisition.qov/far/index.html see section 52.209-6.

The Contractor _____ certifies or affirms by your signature that neither you nor your principal is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

_____

Signature of Contractor's Authorized Official

_____

Name and Title of Contractor's Authorized Official

_____

Date

REQUIRED FORM
Bidder: Please complete this form and include with bid submission.

1. EQUAL EMPLOYMENT OPPORTUNITY (Equal Opportunity Clause)

(For all awarded contracts that meet the definition of "federally assisted construction contract" provided in 41 CFR Part 60-1.3)

During the performance of this contract, the contractor agrees as follows:

1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

   Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or order this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

_____

Signature of Contractor's Authorized Official

_____

Name and Title of Contractor's Authorized Official

_____

Date

REQUIRED FORM
Bidder: Please complete this form and include with bid submission.

The following requirements and instructions **supersede** General Requirements where applicable.

3.1 SUBMISSION OF QUALIFICATIONS.

Each Respondent shall ensure that required parts of the RFQ response are completed with accuracy and submitted as per the requirements within this specifications packet, including any addenda.

Responses must be submitted in complete original form by mail or messenger to the following address:

Jefferson County Purchasing Department
1149 Pearl Street, 1st Floor
Beaumont, TX 77701

Respondent shall submit response in a tightly sealed opaque envelope or box, plainly marked "SEALED RFQ RESPONSE." The outside of the envelope of box shall also include the RFQ Number, RFQ Name, RFQ Due Date, and the Respondent's Name and Address; and shall be addressed to the Purchasing Agent.

The County requests that response submissions NOT be bound by staples or glued spines.

Respondent is responsible for submitting: One (1) original and five (5) response copies; with all copies to include a completed copy of this specifications packet, in its entirety.

Respondent shall monitor the Jefferson County Purchasing Department Website for any addenda, additional instructions, or RFQ updates. https://www.co.jefferson.tx.us/Purchasing/

Failure to return all required documentation will result in a response being declared as non-responsive.

3.2 DEADLINE FOR RESPONSE SUBMISSIONS/DELIVERY.

All submissions must be received by 11:00 am CT, Wednesday, August 31, 2022

RFQ responses will be accepted at the above address until the time and date specified herein, and immediately after will be publicly opened and read aloud.

Late responses will not be accepted and will be returned unopened to the Respondent.

Jefferson County will not accept any responsibility for responses being delivered by third party carriers.

Jefferson County shall not be responsible for any effort or cost expended in the preparation of a response to this RFQ.

All responses submitted in response to this invitation shall become the property of Jefferson County and will be a matter of public record available for review.

All protests should be coordinated through the Purchasing Office prior to award recommendation to Commissioners' Court.

Please direct questions to **Mistey Reeves, Assistant Purchasing Agent** at 409-835-8593 or e-mail at: mreeves@co.jefferson.tx.us.

3.3 COURTHOUSE SECURITY.

All visitors to the Courthouse must pass through Security. Respondents planning to hand deliver their RFQ response must allow time to get through Security, as a delay in entering the Courthouse will not be accepted as an excuse for late submittal. Mondays and Tuesdays are particularly heavy days.

In response to the Covid-19 pandemic, Jefferson County has implemented precautionary measures recommended by the CDC within its facilities. Visitors to the courthouse will be required to wear a mask within the courthouse.

Respondents are strongly urged to plan accordingly.

3.4 COUNTY HOLIDAYS (2022).

January 17, 2022	Martin Luther King, Jr. Day	Monday
February 21, 2022	President's Day	Monday
April 15, 2022	Good Friday	Friday
May 30, 2022	Memorial Day	Monday
July 4, 2022	Independence Day	Monday
September 5, 2022	Labor Day	Monday
November 11, 2022	Veteran's Day	Friday
November 24 & 25, 2022	Thanksgiving	Thursday & Friday
December 23 & 26, 2022	Christmas	Friday & Monday
January 2, 2023	New Year's	Monday

3.5 SUBMISSIONS DURING TIME OF INCLEMENT WEATHER, DISASTER, OR EMERGENCY.

In case of inclement weather or any other unforeseen event causing the County to close for business on the date of a bid/proposal/statement of qualifications submission deadline, the RFQ closing will automatically be postponed until the next business day that County offices are open to the public. Should inclement weather conditions or any other unforeseen event cause delays in courier service operations, the County may issue an addendum to all known vendors interested in the project to extend the deadline. It will be the responsibility of the vendor to notify the county of their interest in the project should these conditions impact their ability to submit a bid/proposal/statement of qualifications submission before the stated deadline. The County reserves the right to make the final judgement call to extend any deadline.

Should an emergency or unanticipated event interrupt normal County processes, and bid/proposal/statement of qualifications submissions cannot be received by the Jefferson County Purchasing Department's office by the exact time specified in the RFQ and urgent County requirements preclude amendment to the RFQ, the time specified for receipt of Statements of Qualifications will be deemed to be extended to the same time of day specified in the solicitation on the first business day on which normal County processes resume.

Proposals will be opened publicly in a manner to avoid public disclosure of contents; however, only names of Proposers will be read aloud.

3.6 PRE-PROPOSAL CONFERENCE.

Due to the nature of this Request for Proposals, a Pre-Proposal Conference will not be held for this project.

3.7 QUESTIONS/DEADLINE FOR QUESTIONS.

Questions may be emailed to **Mistey Reeves, Assistant Purchasing Agent** at: mreeves@co.jefferson.tx.us or faxed at: 409-835-8456. If no response in 72 hours contact **Deborah Clark, Purchasing Agent** at: dclark@co.jefferson.tx.us or faxed at: 409-835-8456.

The Deadline for asking questions or requesting additional information (in writing) is 5:00 pm, CT, **August 24, 2022.**

3.8 VENDOR REGISTRATION: SAM (SYSTEM FOR AWARD MANAGEMENT).

Vendors doing business with Jefferson County are **required** to be registered with The System for Award Management (SAM), with an "active" status. The System for Award Management (SAM) is the Official U.S. Government system that consolidated the capabilities of CCR/FedReg, ORCA, and EPLS. There is NO fee to register for this site. Entities may register at no cost directly from the SAM website at: https://www.sam.gov

In instances where a vendor has either an "Inactive" SAM Registration or is not currently registered with the System for Award Management, the Purchasing Department may *initially* accept proof (printout from the SAM website) that the vendor has begun the registration process in order for the IFB/RFQ/RFQ submission to be considered as "responsive" to the specifications for the project.

However, the SAM Registration must be completed (showing "active" status, with no exclusions) prior to the award and/or execution of an agreement or contract for the project.

3.9 FORM 1295 SUBMISSION REQUIREMENT (TEXAS ETHICS COMMISSION).

ALL NON-EXEMPT RESPONDENTS ARE REQUIRED TO SUBMIT COMPLETED FORM 1295 WITH RFQ RESPONSE SUBMISSION.

INSTRUCTIONS:

(1) Submit a FORM 1295 online via the Texas Ethics Commission website link below.
Vendors must enter the required information on Form 1295, and print a copy of the completed form.
The form will include a certification of filing that will contain a unique certification number.

2. Submit a FORM 1295 hard copy (completed & signed by an Authorized Agent of the Awarded Vendor), to the Jefferson County Purchasing Department WITH RFQ SUBMISSION.

FORM 1295, Completion Instructions, and Login Instructions are available via the Texas Ethics Commission Website at: https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

SAMPLE: A sample of a completed FORM 1295 is included on PAGE 27.

FORM 1295 Implementation Background:

In accordance with House Bill 1295 (passed January 1, 2016), Vendors entering into contracts and professional agreements with Jefferson County will be required to complete a Certificate of Interested Parties (FORM 1295), **unless contract is considered exempt as described below.**

In 2017, the Texas legislature amended the law to require Form 1295 to include an "unsworn declaration" which includes, among other things, the date of birth and address of the authorized representative signing the form. The unsworn declaration, including the date of birth and address of the signatory, replaces the notary requirement that applied to contracts entered into before January 1, 2018. The TEC filing application does not capture the date of birth or street address of the signatory and it will not appear on forms that are filed using the TEC filing application.

Changes to the law requiring certain businesses to file a Form 1295 are in effect for contracts entered into or amended on or after January 1, 2018. The changes exempt businesses from filing a Form 1295 for certain types of contracts and replace the need for a completed Form 1295 to be notarized. Instead, the person filing a 1295 needs to complete an "unsworn declaration."

FORM 1295 EXEMPTIONS:

What type of contracts are exempt from the Form 1295 filing requirement under the amended law?

The amended law adds to the list of types of contract exempt from the Form 1295 filing requirement.

A completed Form 1295 is not required for:

- a sponsored research contract of an institution of higher education
- an interagency contract of a state agency or an institution of higher education
- a contract related to health and human services if: the value of the contract cannot be determined at the time the contract is executed; and o any qualified vendor is eligible for the contract
- a contract with a publicly traded business entity, including a wholly owned subsidiary of the business entity
- a contract with an electric utility, as that term is defined by Section 31.002, Utilities Code
- a contract with a gas utility, as that term is defined by Section 121.001, Utilities Code

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

YOUR FIRM NAME HERE

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

**JEFFERSON COUNTY, TEXAS*

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

BID/CONTRACT/PO NUMBER GOES HERE

4 Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
		Controlling	Intermediary
NAME OF PERSON/PERSONS THAT OWN BUSINESS GOES HERE. MUST LIST ANY PERSON THAT DOES NOT WORK FOR THE COMPANY LISTED IN #1 THAT WILL PROFIT FROM THE BID/CONTRACT/PO			

5 Check only if there is NO Interested Party. ☐ **ONLY CHECK IF NO CONTROLLING OR INTERMEDIARY PARTY**

6 UNSWORN DECLARATION Vendor is to complete #6 - Unsworn Declaration

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____ County, State of _____, on the _____ day of _____, 20_____.
(month) (year)

_____
Signature of authorized agent of contracting business entity
(Declarant)

ADD ADDITIONAL PAGES AS NECESSARY

Form provided by Texas Ethics Commission www.ethics.state.tx.us Revised 12/22/2017

Must file online at www.ethics.state.tx.us/File

RESPONDENT: INSERT COMPLETED FORM 1295 BEHIND THIS PAGE.

BIDDER: INSERT PROOF OF SYSTEM FOR AWARD MANAGEMENT (SAM) REGISTRATION PROOF HERE. THE WEBSITE FOR REGISTRATION IS SAM.GOV.

3.10 MINIMUM REQUIREMENTS: FIRM INFORMATION TO BE INCLUDED IN RESPONSE.

Firms desiring to be considered for Surveyor for Jefferson County are required to submit a Statement of Qualifications and Experience in order to be considered for contracts under this procedure. Only firms with statements submitted in response to this Request for Qualifications will be evaluated. The statement should contain, at a minimum, the following:

1. Name of the firm wishing to contract with the County.
2. Firm's local address.
3. Firm's corporate or main office address.
4. Number of years the firm has been in business.
5. Names, qualifications, and experience of professional staff who would be assigned to Jefferson County.
6. Firm's organization chart.
7. Biographies or resumes, including home office location and other relevant information, for each key staff member likely to be assigned to a project.
8. Names, titles, address, and telephone numbers of persons who are authorized to negotiate for and contractually bind the firm. One of these persons should sign the response. A contact must be named for addressing questions generated during the evaluation process.
9. A description of representative work accomplished for all jobs within the past five (5) years.
10. Provide a detailed summary of the firm's experience in providing the kinds of services specified in this RFQ to governmental entities.
11. Describe reasons why the firm would be uniquely qualified to provide survey services to Jefferson County.
12. Describe any unique services offered by your firm.
13. A list of references, other than Jefferson County, who have contracted the types of work the firm, is offering to perform. A reference form is included on Page 32 of this package.

3.11 ADDITIONAL INFORMATION TO BE INCLUDED IN RESPONSE.

1. Provide a listing of all current litigation(s), outstanding judgements and liens affecting the firm.

3.12 CONFIDENTIAL/PROPRIETARY INFORMATION.

If any material in the Statement of Qualifications is considered by Respondent to be confidential or proprietary information (including manufacturing and/or design processes exclusive to the Respondent), Respondent **must** clearly mark the applicable pages of Respondent's Statement of Qualifications to indicate each claim of confidentiality. Additionally, Respondent must include a statement on company letterhead identifying all Statement of Qualifications section(s) and page(s) that have been marked as confidential. Jefferson County will protect from public disclosure such portions of a Statement of Qualifications, unless directed otherwise by legal authority, including existing open records acts. Merely making a blanket claim that the entire Statement of Qualifications submission is protected from disclosure because it contains some proprietary information is not acceptable, and will make the entire Statement of Qualifications subject to release under the Texas Public Information Act.

By submitting a Statement of Qualifications, Respondent agrees to reproduction by Jefferson County, without cost or liability, of any copyrighted portions of Respondent's Statement of Qualifications submission or other information submitted by Respondent.

3.13 EVALUATION SCORING CRITERIA FOR RFQ RESPONSES

The appointed Evaluation Committee will consider the following criteria in evaluating responses:

Technical Approach.....20 points

Firm Experience, Stability and References.....40 points

Workload Capacity.....10 points

Professional Qualifications and Individual Experience.....30 points

RESPONDENT INFORMATION FORM

Instructions: Complete the form below. Please provide legible, accurate, and complete contact information. PLEASE PRINT.

RFQ Number & Name: (RFQ 22-044/MR) Elevation Certificates for Flood Pre-Mitigation

Respondent's Company/Business Name: _____

Respondent's TAX ID Number: _____

If Applicable: **HUB Vendor No.** _____ **DBE Vendor No.** _____

Contact Person: _____ **Title:** _____

Phone Number (with area code): _____

Alternate Phone Number if available (with area code): _____

Fax Number (with area code): _____

Email Address: _____

Mailing Address (Please provide a physical address for bid bond return, if applicable):

_____
Address

_____
City, State, Zip Code

REQUIRED FORM
Respondent: Please complete this form and include with RFQ submission.

VENDOR REFERENCES FORM

Respondent: Please list at least three (3) companies or governmental agencies (preferably a municipality) where the same or similar products and/or services as contained in this specification package were recently provided.

REQUIRED FORM
Respondent: Please complete this form and include with RFQ submission.

REFERENCE ONE

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ Fax: _____

Email Address: _____ Contract Period: _____

Scope of Work: _____

REFERENCE TWO

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ Fax: _____

Email Address: _____ Contract Period: _____

Scope of Work: _____

REFERENCE THREE

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ Fax: _____

Email Address: _____ Contract Period: _____

Scope of Work: _____

SIGNATURE PAGE

As permitted under Article 4413 (32c) V.A.C.S., other governmental entities may wish to participate under the same terms and conditions contained in this contract (i.e., piggyback). In the event any other entity participates, all purchase orders will be issued directly from and shipped directly to the entity requiring supplies/services. Jefferson County shall not be held responsible for any orders placed, deliveries made or payment for supplies/services ordered by another entity. Each entity reserves the right to determine their participation in this contract.

Would Respondent be willing to allow other governmental entities to piggyback off this contract, if awarded, under the same terms and conditions?.....**Yes** ☐ **No** ☐

This Statement of Qualifications/RFQ Response shall remain in effect for ninety (90) days from RFQ opening and shall be exclusive of federal excise and state and local sales tax (exempt).

The undersigned agrees, if this RFQ response is accepted, to furnish any and all items upon which prices are offered, at the price and upon the terms and conditions contained in the Request for Statements of Qualification, Conditions of RFQ Response, Terms of Contract, and Specifications and all other items made a part of the accepted contract.

The undersigned affirms that they are duly authorized to execute the contract, that this company, corporation, firm, partnership or individual has not prepared this RFQ response in collusion with any other Respondent, and that the contents of this RFQ response as to prices, terms or conditions of said response have not been communicated by the undersigned nor by any employee or agent to any other RFQ Respondent or to any other person(s) engaged in this type of business prior to the official opening of this RFQ. And further, that neither the Respondent nor their employees nor agents have been for the past six (6) months directly nor indirectly concerned in any pool or agreement or combination to control the price of goods or services on, nor to influence any person to respond or not to respond thereon.

RFQ Respondent (Entity Name)	Signature
Street & Mailing Address	Print Name
City, State & Zip	Date Signed
Telephone Number	Fax Number
E-mail Address	

REQUIRED FORM
Respondent: Please complete this form and include with RFQ submission.

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The Contractor, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

_____

Signature of Contractor's Authorized Official

_____

Name and Title of Contractor's Authorized Official *(Please Print)*

_____

Date

REQUIRED FORM
Respondent: Please complete this form and include with RFQ submission.

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether sub-awardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.

2. Identify the status of the covered Federal action.

3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.

4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the sub-awardee, e.g., the first sub-awardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.

5. If the organization filing the report in item 4 checks "Sub-awardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.

6. Enter the name of the federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.

7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.

8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFQ) number; Invitations for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Included prefixes, e.g., "RFQ-DE-90-001."

9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.

10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).

11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503

Approved by OMB
0348-0046

Disclosure of Lobbying Activities

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure)

Type of Federal Action: a. contract ____ b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	**Status of Federal Action:** a. bid/offer/application _____ b. initial award c. post-award	**Report Type:** a. initial filing _____ b. material change

Name and Address of Reporting Entity: ____ Prime _____ Sub-awardee Tier_____, if Known: **Congressional District, if known:**	**If Reporting Entity in No. 4 is Sub-awardee,** Enter Name and Address of Prime: **Congressional District, if known:**
Federal Department/Agency:	**7. Federal Program Name/Description:** CFDA Number, *if applicable*: _____
Federal Action Number, *if known:*	**9. Award Amount**, *if known:* **$**
10. a. Name and Address of Lobbying Registrant *(if individual, last name, first name, MI):*	**b. Individuals Performing Services** *(including address if different from No. 10a)* *(last name, first name, MI):*
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.	**Signature:** _____ **Print Name:** _____ **Title:** _____ **Telephone No.:** _____ **Date:** _____
Federal Use Only	**Authorized for Local Reproduction** **Standard Form - LLL (Rev. 7-97)**

REQUIRED FORM
Respondent: Please complete this form and include with RFQ submission.

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

(A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;

(B) a transaction conducted at a price and subject to terms available to the public; or

(C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

***

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds $2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than $100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

Form provided by Texas Ethics Commission www.ethics.state.tx.us Revised 11/30/2015

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. *See* Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 **Name of vendor who has a business relationship with local governmental entity.**

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information in this section is being disclosed.**

_____
Name of Officer

This section (item 3 including subparts A, B, C, & D) must be completed for each officer with whom the vendor has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more?

☐ Yes ☐ No

D. Describe each employment or business and family relationship with the local government officer named in this section.

4

_____ _____
Signature of vendor doing business with the governmental entity Date

Adopted 8/7/2015

REQUIRED FORM
<u>Respondent</u>: Please complete this form and include with RFQ submission.

LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT

FORM CIS

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This is the notice to the appropriate local governmental entity that the following local government officer has become aware of facts that require the officer to file this statement in accordance with Chapter 176, Local Government Code.

OFFICE USE ONLY

Date Received

1 **Name of Local Government Officer**

2 **Office Held**

3 **Name of vendor described by Sections 176.001(7) and 176.003(a), Local Government Code**

4 **Description of the nature and extent of employment or other business relationship with vendor named in item 3**

5 **List gifts accepted by the local government officer and any family member, if aggregate value of the gifts accepted from vendor named in item 3 exceeds $100 during the 12-month period described by Section 176.003(a)(2)(B).**

Date Gift Accepted _____ Description of Gift _____

Date Gift Accepted _____ Description of Gift _____

Date Gift Accepted _____ Description of Gift _____

(attach additional forms as necessary)

6 **AFFIDAVIT**

I swear under penalty of perjury that the above statement is true and correct. I acknowledge that the disclosure applies to each family member (as defined by Section 176.001(2), Local Government Code) of this local government officer. I also acknowledge that this statement covers the 12-month period described by Section 176.003(a)(2)(B), Local Government Code.

_____
Signature of Local Government Officer

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20 _____, to certify which, witness my hand and seal of office.

_____
Signature of officer administering oath | Printed name of officer administering oath | Title of officer administering oath

Adopted 8/7/2015

THIS FORM IS FOR OFFICE USE ONLY

RESIDENCE CERTIFICATION/TAX FORM

Pursuant to Texas Government Code §2252.001 *et seq*., as amended, Jefferson County requests Resident Certification. §2252.001 *et seq*. of the Government Code provides some restrictions on the awarding of governmental contracts; pertinent provisions of §2252.001 are stated below:

(3) "Non-resident RFQ Respondent" refers to a person who is not a resident.

(4) "Resident RFQ Respondent" refers to a person whose principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

☐ I certify that _____ [company name] is a Resident Respondent of Texas as defined in Government Code §2252.001.

☐ I certify that _____ [company name] is a Non-Resident Respondent as defined in Government Code §2252.001 and our principal place of business is _____ _____ (city and state).

Taxpayer Identification Number (T.I.N.):	
Company Name submitting bid/proposal/response:	
Mailing address:	
If you are an individual, list the names and addresses of any partnership of which you are a general partner:	

Property: List all taxable property owned by you or above partnerships in Jefferson County.

Jefferson County Tax Acct. No.*	Property address or location**

* This is the property amount identification number assigned by the Jefferson County Appraisal District.

** For real property, specify the property address or legal description. For business property, specify the address where the property is located. For example, office equipment will normally be at your office, but inventory may be stored as a warehouse or other location.

REQUIRED FORM
Respondent: Please complete this form and include with RFQ submission.

HOUSE BILL 89 VERIFICATION

I, _____, the undersigned representative of (company or business name)_____ (heretofore referred to as company) being an adult over the age of eighteen (18) years of age, after being duly sworn by the undersigned notary, do hereby depose and verify under oath that the company named above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270:

1. Does not boycott Israel currently; and
2. Will not boycott Israel during the term of the contract.

Pursuant to Section 2270.002, Texas Government Code:

1. "**Boycott Israel**" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made ordinary business purposes; and

2. "**Company**" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or an limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business association that exist to make a profit.

_____
Signature of Company Representative

_____
Date

On this _____ day of _____, 20____, personally appeared

_____, the above-named person, who after by me being duly sworn, did swear and confirm that the above is true and correct.

Notary Seal

_____
Notary Signature

_____
Date

REQUIRED FORM
Respondent: Please complete this form and include with RFQ submission.

SENATE BILL 252 CERTIFICATION

On this day, I, Deborah L. Clark, Purchasing Agent for Jefferson County, Texas, pursuant to Texas Government Code, Chapter 2252, Section 2252.152 and Section 2252.153, certify that I did review the website of the Comptroller of the State of Texas concerning the listing of companies that is identified under Section 806.051, Section 807.051, or Section 2253.253 and I have ascertained that the below named company is not contained on said listing of companies which do business with Iran, Sudan, or any Foreign Terrorist Organization.

_____

Company Name

_____

IFB/RFP/RFQ number

Certification check performed by:

_____

Purchasing Representative

_____

Date

REQUIRED FORM
Respondent: Please complete this form and include with RFQ submission.

RESPONDENT'S CERTIFICATION

I have carefully examined the Request for Proposal Specifications, and any other documents accompanying or made a part of this Request for Proposals.

I hereby propose to furnish the goods or services specified in the Request for Proposal. I agree that my proposal will remain firm for a period of up to **120 days** in order to allow Jefferson County adequate time to evaluate the qualifications submitted.

I verify that all information contained in this proposal is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this proposal on behalf of the firm as its act and deed and that the firm is ready, willing and able to perform if awarded the contract.

I further certify, under oath, that this proposal is made without prior understanding, agreement, connection, discussion, or collusion with any other person, firm or corporation submitting a proposal for the same product or service: no officer, employee or agent of Jefferson County or any other Respondent is interested in said proposal: and that the undersigned executed this Respondent's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

_____
NAME OF BUSINESS

BY:

_____
SIGNATURE

_____
NAME & TITLE, TYPED OR PRINTED

_____
MAILING ADDRESS

_____
CITY, STATE, ZIP CODE

(___) _____
TELEPHONE NUMBER

Sworn to and subscribed before me
this _____day of
_____, 2022

_____
Notary Public

State of _____

My Commission Expires: _____

REQUIRED FORM
Respondent: Please complete this form and include with RFQ submission.

JEFFERSON COUNTY PURCHASING DEPARTMENT
Deborah L. Clark, Purchasing Agent

1149 Pearl Street
1st Floor, Beaumont, TX 77701

OFFICE MAIN: (409) 835-8593
FAX: (409) 835-8456

Addendum to RFQ

RFQ NUMBER: RFQ 22-044/MR

RFQ TITLE: Elevation Certificates for Food Pre-Mitigation, Pursuant to Chapter 262, Texas Local Government Code, the County Purchasing Act and 2 CFR Sections 200.318-326

RFQ DUE BY: **11:00 am CT, Wednesday, August 31, 2022**

ADDENDUM NO.: 1

ISSUED (DATE): August 18, 2022

To RFQ Respondent: This Addendum is an integral part of the RFQ package under consideration by you as a Respondent in connection with the subject matter herein identified. Jefferson County deems all sealed qualifications to have been proffered in recognition and consideration of the entire RFQ Specifications Package – *including all addenda*. For purposes of clarification, **receipt of this present Addendum by a Respondent should be evidenced by returning it (signed) as part of the Respondent's sealed RFQ response submission.** If the RFQ response submission has already been received by the Jefferson County Purchasing Department, Respondent should return this addendum in a separate sealed envelope, clearly marked with the RFQ Title, RFQ Number, and RFQ Opening Date and Time, as stated above.

Reason for Issuance of this Addendum:
Vendor Questions

The information included herein is hereby incorporated into the documents of this present RFQ matter and supersedes any conflicting documents or portion thereof previously issued.

Receipt of this Addendum is hereby acknowledged by the undersigned Respondent:

ATTEST:

_____
Witness

_____
Witness

Approved by ____ Date: _____

_____
Authorized Signature (Respondent)

_____
Title of Person Signing Above

_____
Typed Name of Business or Individual

_____
Address

JEFFERSON COUNTY PURCHASING DEPARTMENT
Deborah L. Clark, Purchasing Agent

1149 Pearl Street
1st Floor, Beaumont, TX 77701

OFFICE MAIN: (409) 835-8593
FAX: (409) 835-8456

1. Question: Due to the County requesting the RFQ to be inserted into the Statement of Qualifications in its entirety, would the County like the RFQ integrated into the SOQ or the SOQ to be followed by the RFQ and required forms?
   Answer: The vendor can arrange their response in the way they see fit as long as the entire RFQ and all required documents are included.
2. Question: The County requested the Statement of Qualifications to not be bound by staples or glued spin, is wire bound acceptable?
   Answer: Yes

PROFESSIONAL SURVEYING SERVICES

CONTRACT NO. RFW22-044/MR

Jefferson County, Texas (the "Subrecipient") and LJA Surveying, Inc., Tax Identification Number **82-341769** ("Provider"), each a "Party" and collectively, "the Parties," enter into the following contract for professional surveying services (the "Contract") pursuant to Hazard Mitigation Grant Program for Surveying Services RFQ 22-044/MR

WHEREAS, the Subrecipient was awarded contract by the FEMA HAZARD MITIGATION PROGRAM under Contract RFW22-044/MR. Subrecipient has been awarded such funding to support eligible activities related to the elevation of homes who have sustained flood damage.

WHEREAS, Provider has been procured to perform surveying services related to the elevation of homes who have sustained flood damage.

NOW, THEREFORE, the Parties agree to the following terms and conditions:

I. DEFINITIONS / INTERPRETIVE PROVISIONS / PROJECT DESCRIPTION

1.01 DEFINITIONS

"Activity" means a defined class of works or services authorized to be accomplished using CDBG-MIT grant funds. Activities are specified in Subrecipient Budgets as 'Category,' and the terms are interchangeable under this Contract.

"Administrative and Audit Regulations" means the regulations included in Title 2, CFR, Part 200. Chapter 321 of the Texas Government Code; Subchapter F of Chapter 2155 of the Texas Government Code; and the requirements of Article VII herein. With regard to any federal funding, agencies with the necessary legal authority include: the relevant federal agency, the Comptroller General, the General Accounting Office, the Office of Inspector General, and any of their authorized representatives. In addition, state agencies and/or designee's with the authority to audit and inspect include, the Subrecipient, the GLO, the GLO's contracted examiners, the State Auditor's Office, the Texas Attorney General's Office and the Texas Comptroller of Public Accounts. "Attachment" means documents, terms, conditions, or additional information physically added to this Contract following the execution page, or incorporated by reference, as if physically.

"Benchmark" or "Billing Milestone" means a clearly defined set of incremental services that must be performed; or an interim level of accomplishment that must be met by Provider in order to receive periodic incremental and final reimbursement for services under this Contract.

"CDBG-MIT" means the Community Development Block Grant- Mitigation Program administered by the U.S. Department of Housing and Urban Development, in cooperation with the GLO.

"Certificate of Construction Completion" means a document submitted by surveyor or, if none, a construction contractor, to a Subrecipient which, when executed by the Subrecipient, indicates acceptance of the non-housing project, as built.

"Contract" means this entire document, along with any Attachments, both physical and incorporated by reference; and any Amendments, Revisions, or Technical Guidance Letters that may be issued by the GLO, to be incorporated by the GLO, to be incorporated by reference herein for all purposes as they are issued, if any.

"Contract Period" means the period of time between the effective date of a contract and its expiration or termination date.

"Deliverable" means a unit or increment of work to include, any item, report, data, document, photograph, or other submission required to be delivered under the terms of this Contract, in whatever form.

"Federal Assurances" means Standard Form 424B (Rev. 7-97) (non-construction projects); or Standard Form 424D (Rev. 7-97) (construction projects), in **Attachment A**, attached hereto and incorporated herein for all purposes.

"Federal Certifications" means U.S. Department of Commerce Form CD-512 (12-04), "Certifications Regarding Lobbying – Lower Tier Covered Transactions," also in **Attachment A**, attached hereto and incorporated herein for all purposes.

"Fiscal Year" means the period beginning September 1 and ending August 31 each year, which is the annual accounting period for the State of Texas.

"GAAP" means "Generally Accepted Accounting Principles." "GASB"

means the Governmental Accounting Standards Board.

"General Affirmations" means the statements in **Attachment B**, attached hereto and incorporated herein for all purposes, which Provider affirms by executing this Contract.

"GLO" means the Texas General Land Office, its officers, employees, and designees.

"HSP" means HUB Subcontracting Plan, as outlined by Chapter 2161 of the Texas Government Code.

"HUB" means Historically Underutilized Business, as defined by Chapter 2161 of the Texas Government Code.

"HUD" means the United States Department of Housing and Urban Development.

"Mentor Protégé" means the Comptroller of Public Accounts' leadership program found at: http://www.window.state.tx.us/procurement/prog/hub/mentorprotege/

"Non-housing" refers to a project involving the restoration and/or repair of infrastructure facilities and the economic revitalization activities approved under a CDBG-MIT program grant.

"Performance Statement" means Provider's detailed scope of work hereby incorporated for all purposes as **Attachment C**.

"Project" means the professional surveying services described in **SECTION 1.03** of this Contract and in any applicable Attachments.

"Project Completion Report" means a report containing an "as-built" accounting of all projects completed under a CDBG-MIT non-housing grant and containing all information required to completely close out a grant file.

"Project Implementation Manual" means a set of guidelines for the CDBG-MIT Program, incorporated herein by reference for all purposes in its entirety.

"Project Period" means the stated time for completion of a Project assigned by Work Order, if any.

"Prompt Pay Act" means Chapter 2251, Subtitle F of Title 10 of the Texas Government Code.

"Provider" means LJA Surveying, Inc., selected to provide the services under this Contract, if any.

"Public Information Act" means Chapter 552 of the Texas Government Code.

"Quarterly Report" means a document submitted by Provider to a Subrecipient for approval and submission to the GLO as a condition of reimbursement, as discussed in **SECTION 1.05** and **ARTICLE III**, below.

"RFQ" means the Subrecipient's Request for Qualifications, or the Solicitation, as defined below.

"Scope of Work" means Provider's detailed scope of work hereby incorporated for all purposes as **Attachment C**.

"Solicitation" means Subrecipient's Request for Qualifications, including any Addenda.

"Solicitation Response" means Provider's full and complete response to the Solicitation, including any Addenda.

"State of Texas *TexTravel*" means Texas Administrative Code, Title 34, Part 1, Chapter 5, Subchapter C, Section 5.22, relative to travel reimbursements under this Contract, if any.

"Subcontractor" means an individual or business that signs a contract to perform part or all of the obligations of Provider under this Contract.

"Subrecipient" means Jefferson County, Texas, a local governmental body or political subdivision .

"Subrecipient Agreement" means the contractual agreement for Hazard Mitigation Program between FEMA and Subrecipient for which Provider performs services assigned by the Subrecipient, if any.

"Technical Guidance Letter or 'TGL'" means an instruction, clarification, or interpretation of the requirements of the CDBG-MIT Program, issued by the GLO to specified recipients, applicable to specific subject matter, to which the addressed Program participants shall be subject.

1.02 INTERPRETIVE PROVISIONS

(a) The meanings of defined terms are equally applicable to the singular and plural forms of the defined terms;

(b) The words "hereof," "herein," "hereunder," and similar words refer to this Contract as a whole and not to any particular provision, section, attachment, work order, or schedule of this Contract unless otherwise specified;

(c) The term "including" is not limiting and means "including without limitation" and, unless otherwise expressly provided in this Contract, (i) references to contracts (including this Contract) and other contractual instruments shall be deemed to include all subsequent amendments and other modifications thereto, but only to the extent that such amendments and other modifications are not prohibited by the terms of this Contract, and (ii) references to any statute or regulation are to be construed as including all statutory and regulatory provisions consolidating, amending, replacing, supplementing, or interpreting the statute or regulation;

(d) The captions and headings of this Contract are for convenience of reference only and shall not affect the interpretation of this Contract;

(e) All attachments within this Contract, including those incorporated by reference, and any amendments are considered part of the terms of this Contract;

(f) This Contract may use several different limitations, regulations, or policies to regulate the same or similar matters. All such limitations, regulations, and policies are cumulative and each shall be performed in accordance with its terms;

(g) Unless otherwise expressly provided, reference to any action of the Subrecipient or by the Subrecipient by way of consent, approval, or waiver shall be deemed modified by the phrase "in its/their sole discretion." Notwithstanding the preceding sentence, any approval, consent, or waiver required by, or requested of, the Subrecipient shall not be unreasonably withheld or delayed;

(h) Time is of the essence in this Contract.

(i) In the event of conflicts or inconsistencies between this contract and its attachments, such conflicts or inconsistencies shall be resolved by reference to the documents in the following order of priority: Signed Contract; Attachments to the Contract: Attachment X, Attachment Y, Attachment Z; (Attachment order will be specific to each Contract, Provider's Response will be the last item in the overall list.); Solicitation Documents; and Provider's Response to Solicitation.

1.03 PROJECT

Provider shall perform, or cause to be performed, professional surveying services as required for Hazard Mitigation Grant Surveying Services in Jefferson County, Texas authorized under Contract RFW22-044/MR ("Subrecipient's Contract"), as may be amended from time to time, and as outlined in detail in the Performance Statement, attached hereto and incorporated herein for all purposes as Attachment C ("the Project").

Provider is responsible for obtaining Subrecipient's most current performance statement and Implementation Schedule, Budget ("Subrecipient's Documents"), and any other documentation which may be required to accomplish the Project that is the subject of this Work Order. Such documents are incorporated herein by reference in their entirety for all purposes.

No work may begin and no charges may be incurred prior to the effective date of Subrecipient's Contract and/or Amendment, to which this Work Order is related, with the exception of assistance to Subrecipient in completing the grant application as necessary, and other pre-execution services authorized by prior, written approval of the GLO, if any. Subrecipient Documents may be obtained from the Subrecipient or the Subrecipient's Grant Administrator, and their effective date and status as executed documents must be confirmed by Provider prior to commencement of any services. Document status may be confirmed through the GLO. Provider may obtain GLO contact information from the Subrecipient.

1.04 REPORTING REQUIREMENTS

Provider shall assist the Subrecipient to timely submit all reports and documentation that are required under this Contract and any Subrecipient Agreement.

QUARTERLY REPORTS – APPLICABLE TO NON-HOUSING AND HOUSING PROJECTS:

QUARTERLY REPORTS ARE REQUIRED AS A CONDITION OF REIMBURSEMENT TO ALL SUBRECIPIENTS. It is incumbent upon Provider to facilitate the submission of each Quarterly Report in a timely manner. Each Quarterly Report shall include progress made since the prior reporting period, current Benchmarks achieved, projected quantities, problems encountered and detailed plans to correct them, goals to be accomplished in the subsequent reporting period, and any other information as may be required by the GLO.

The GLO may review the Quarterly Report(s) and may request revisions to be made. Provider shall make itself aware of such revision requests and shall assist the Subrecipient in making appropriate revisions. Upon acceptance of the Quarterly Report and submission of a properly prepared invoice, appropriate payment may be made to Subrecipient and to Provider.

In the sole discretion of the GLO, reports may be requested more often than quarterly, and Provider shall facilitate the timely submission to the GLO of such additional information by the Grant Recipient.

Reimbursement may be withheld if a Quarterly Report is delinquent or deficient, in the sole discretion of the GLO.

Provider shall submit to the Subrecipient all reports, drawings, surveys, designs, and such other work products as required by the Scope of Services in **Attachment A** of this Work Order and Subrecipient's Contract, and in accordance with the Project Implementation Manual, and any Technical Guidance Letters or Revisions issued by the GLO, if any.

FINAL DOCUMENTATION: By the close of business no later than thirty (30) days after completion of a construction project, Provider shall submit to the Subrecipient and to Subrecipient's Grant Administration firm, if any, a copy of the executed Certificate of Construction Completion ("COCC") for the project which must include a final, as built report of quantities, drawings, and specifications used during the course of the project, with justification as to why any variances from original plans, approved pursuant to **SECTION 1.04(c)** of Provider's Contract, were required. **Notwithstanding the preceding** the GLO, in its sole discretion, may approve extensions to this Deliverable due date. Such approvals must be in writing, and may be delivered by regular mail, electronic mail, or facsimile transmission.

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II. TERM

2.01 DURATION

This Contract is contingent upon the award CDBG-MIT funding and execution of a CDBG-MIT contract between the GLO and Subrecipient. The Contract shall be effective as of the date signed by the last party and shall terminate six (6) years from effective date. This Contract may be extended, subject to terms and conditions mutually agreeable to both parties, not to exceed the life of the CDBG-MIT Program for the 2017 Hurricane Harvey flooding event DR-4332 Disaster Declaration. Any extension will be subject to terms and conditions mutually agreeable to both parties.

2.02 EARLY TERMINATION

The Subrecipient may terminate this Contract by giving written notice specifying a termination date at least thirty (30) days subsequent to the date of the notice. Upon receipt of any such notice, Provider shall cease work, undertake to terminate any relevant subcontracts, and incur no further expense related to this Contract. Such early termination shall be subject to the equitable settlement of the respective interests of the parties, accrued up to the date of termination. Provider shall have the right to terminate this Contract, or any part thereof, at any time so long as no services are pending completion upon thirty (30) days' written notice to Subrecipient.

2.03 ABANDONMENT OR DEFAULT

If the Provider defaults on the Contract, the Subrecipient reserves the right to cancel the Contract without notice and either re-solicit or re-award the Contract to the next best responsive and responsible vendor qualified under the Solicitation. The defaulting provider will not be considered in the re-solicitation and may not be considered in future solicitations for the same type of work, unless the specification or scope of work significantly changed. The period of suspension will be determined by the Subrecipient based on the seriousness of the default.

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III. CONSIDERATION

3.01 CONTRACT LIMIT, FEES, AND EXPENSES

Provider will be compensated on a negotiated fee basis, for a not to exceed amount of **TBD** reimbursable in increments as shown in the Benchmarks in **Attachment C** for the type of work to be performed. The Professional Surveying Services Fee shall not exceed the maximum amount available for such services as prescribed by the Subrecipient Agreement, the GLO, HUD or any governing law, for the term of this Contract. The Subrecipient agrees to pay Provider in accordance with The Prompt Pay Act, Tex. Govt. Code Ch. 2251.

The form of invoice will be prescribed by the Subrecipient and made available to Provider in a separate submission from the Subrecipient.

Grant funds must not be commingled between or among HUD funding rounds; nor between or among Non-Housing and Housing assignments.

Reimbursement for services may be requested based on the Benchmarks, according to the type of services authorized, contingent upon Provider's facilitation of the timely submission of each Quarterly Report required, as discussed in **SECTION 1.04**, above.

At a minimum, invoices must clearly reflect:

(a) Provider's Contract Number;

(b) the name and GLO Contract Number (12 digits) of the Subrecipient Agreement to which services have been provided;

(c) the current amount being billed;

(d) the cumulative amount billed previously;

(e) the balance remaining to be billed; and

(f) an itemized statement of services performed, including documentation as required under the Contract, such as invoices, receipts, statements, stubs, tickets, time sheets, and any other which, in the judgment of the Subrecipient, provides full substantiation of reimbursable costs incurred.

Subject to the maximum Contract amount authorized herein, upon specific, prior, written approval by the Subrecipient, lodging, travel, and other incidental direct expenses may be reimbursed under this Contract for professional or technical personnel who are (a) away from the cities in which they are permanently assigned; (b) conducting business specifically authorized by the Subrecipient; and (c) performing services not originally contemplated in the Scope of Services.

The limit for such reimbursements shall be the rates established by the Comptroller of the State of Texas, as outlined in the State of Texas travel guidelines, *TexTravel*. If a rate within the limits set forth in *TexTravel* is not available, Provider shall use its best efforts to obtain the lowest available room rate. Provider shall obtain prior approval from the Subrecipient.

NOTICE TO PROVIDER:

Failure to include all of the information required in **SECTION 3.01** with each invoice may result in a significant delay in processing payment for the invoice.

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IV. PROVIDER'S REPRESENTATIONS, AFFIRMATIONS, AND ASSURANCES

4.01 PERFORMANCEREPRESENTATION

Provider represents that all services performed under this Contract will be performed in a manner consistent with a degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. Provider represents that all work product, including Deliverables if any, under this Contract shall be completed in a manner consistent with standards in the applicable trade, profession, or industry; shall conform to or exceed the specifications set forth in the incorporated Attachments (if any); and shall be fit for ordinary use, of good quality, and with no material deficiencies. If Provider fails to submit Deliverables timely or to perform satisfactorily under conditions required by this Contract, the Subrecipient may require Provider, at its sole expense, to the extent such defect or damage is caused by the negligence of Provider, to (a) repair or replace all deficient Deliverables; (b) refund any payment received for all deficient Deliverables and, in conjunction therewith, require Provider to accept the return of such Deliverables; and/or (c) take necessary action so that future performance and Deliverables conform to the Contract requirements.

4.02 GENERAL AFFIRMATIONS

To the extent that they are applicable, Provider further certifies that the General Affirmations in **Attachment B** have been reviewed, and that Provider is in compliance with each of the requirements reflected therein.

4.03 FEDERAL ASSURANCES

To the extent that they are applicable, Provider further certifies that the Federal Assurances in **Attachment A** have been reviewed and that Provider is in compliance with each of the requirements reflected therein. The Federal Assurance form must be executed by Provider's authorized signatory.

4.04 FEDERAL CERTIFICATIONS

To the extent that they are applicable, Provider further certifies that the Federal Certifications also in **Attachment A** have been reviewed, and that Provider is in compliance with each of the requirements reflected therein. The Federal Certifications form must be executed by Provider's authorized signatory.

In addition, Provider certifies that it is in compliance with any other applicable federal laws, rules, or regulations, as they may pertain to this Contract including, but not limited to, those listed in Attachment D.

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V. FEDERAL AND STATE FUNDING, RECAPTURE OF FUNDS, AND OVERPAYMENT

5.01 FEDERAL FUNDING

(a) Funding for this Contract is appropriated under the Further Additional Supplemental Appropriations for Disaster Relief Requirements Act (Pub. L. 115-123, approved February 9, 2018) to facilitate disaster recovery, restoration, economic revitalization, and to affirmatively further fair housing in accordance with Executive Order 12892, in areas affected by Hurricane Harvey, the floods of 2015 and the floods of 2016, which are Presidentially-declared major disaster areas under Title IV of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. 5121 et seq.).

(b) The fulfillment of this Contract is based on those funds being made available to the GLO as the lead administrative state agency. All expenditures under this Contract must be made in accordance with this Contract, the rules and regulations promulgated under the CDBG-MIT Program, and any other applicable laws. Further, Provider acknowledges that all funds are subject to recapture and repayment for non-compliance.

(c) **All participants in the CDBG-MIT grant program must have a data universal numbering system (DUNS) number, as well as a Commercial And Government Entity (CAGE) Code.**

(d) **The DUNS number and CAGE Code must be reported to the GLO for use in various grant reporting documents, and may be obtained by visiting the Central Contractor Registration web site at:** https://www.bpn.gov/ccr/

Assistance with this web site may be obtained by calling **866-606-8220**.

5.02 STATE FUNDING

(a) This Contract shall not be construed as creating any debt on behalf of the State of Texas and/or the GLO in violation of Article III, Section 49, of the Texas Constitution. In compliance with Article VIII, Section 6 of the Texas Constitution, it is understood that all obligations of the GLO hereunder are subject to the availability of state funds. If such funds are not appropriated or become unavailable, the Subrecipient, in its sole discretion, may terminate this Contract. In that event, the parties shall be discharged from further obligations, subject to the equitable settlement of their respective interests, accrued up to the date of termination.

(b) Furthermore, any claim by Provider for damages under this Contract may not exceed the amount of funds appropriated for payment, but not yet paid to Provider, under the annual budget in effect at the time of the breach. Nothing in this provision shall be construed as a waiver of sovereign immunity.

5.03 RECAPTURE OF FUNDS

Provider shall conduct, in a satisfactory manner as determined by the Subrecipient, the Project as set forth in the Contract. The discretionary right of the Subrecipient to terminate for convenience under **SECTION 2.02** notwithstanding, it is expressly understood and agreed by Provider that the Subrecipient shall have the right to terminate the Contract and to recapture, and be reimbursed for any payments made by the Subrecipient (i) that exceed the maximum allowable HUD rate; (ii) that are not allowed under applicable laws, rules, and regulations; or (iii) that are otherwise inconsistent with this Contract, including any unapproved expenditures.

5.04 OVERPAYMENT

Provider understands and agrees that it shall be liable to the Subrecipient or the GLO for any costs disallowed pursuant to financial and/or compliance audit(s) of funds received under this Contract. Provider further understands and agrees that reimbursement of such disallowed costs shall be paid by Provider from funds which were not provided or otherwise made available to Provider under this Contract.

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VI. OWNERSHIP

6.01 OWNERSHIP AND THIRD PARTY RELIANCE

(a) Upon payment in full for all undisputed amounts owed to Provider for services rendered, the Subrecipient shall own, and Provider hereby assigns to the GLO, all right, title, and interest in all services to be performed; all goods to be delivered; and/or all other related work product prepared, or in the course of preparation, by Provider (or its subcontractors) pursuant to this Contract, together with all related worldwide intellectual property rights of any kind or character (collectively, the "Work Product"). Under no circumstance will any license fee, royalty, or other consideration not specified in this Contract be due to Provider for the assignment of the Work Product to the GLO or for the GLO's use and quiet enjoyment of the Work Product in perpetuity. Provider shall promptly submit all Work Product to the GLO upon request or upon completion, termination, or cancellation of this Contract for any reason, including all copies in any form or medium.

(b) Provider and the Subrecipient shall not use, willingly allow, or cause such Work Product to be used for any purpose other than performance of Provider's obligations under this Contract without the prior written consent of either party and the GLO. Work Product is for the exclusive use and benefit of, and may be relied upon only by the Parties. Prior to distributing any Work Product to any third party, other than the GLO, the parties shall advise such third parties that if it relies upon or uses such Work Product, it does so entirely at its own risk without liability to the GLO, Provider, or the Subrecipient.

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VII. RECORDS, AUDIT, RETENTION, CONFIDENTIALITY, PUBLIC RECORDS

7.01 BOOKS AND RECORDS

Provider shall keep and maintain under GAAP or GASB, as applicable, full, true, and complete records necessary to fully disclose to the Subrecipient, the GLO, the State of Texas Auditor's Office, the United States Government, and/or their authorized representatives sufficient information to determine compliance with the terms and conditions of this Contract and all state and federal rules, regulations, and statutes.

7.02 INSPECTION AND AUDIT

(a) Provider agrees that all relevant records related to this Contract and any Work Product produced in relation to this Contract, including the records and Work Product of its Subcontractors, shall be subject to the Administrative and Audit Regulations. Accordingly, such records and Work Product shall be subject, at any time, to inspection, examination, audit, and copying at any location where such records and Work Product may be found, with five (5) business days' notice from the Subrecipient, the GLO, HUD, or other government entity with necessary legal authority and during normal

business hours and in conformance with generally accepted auditing standards. Provider agrees to cooperate fully with any federal or state entity in the conduct of inspection, examination, audit, and copying, including providing all information requested. Provider will ensure that this clause concerning federal and state entities' authority to inspect, examine, audit, and copy records and Work Product, and the requirement to fully cooperate with the federal and state entities, is included in any subcontract it awards.

(b) Provider understands that acceptance of state funds under this Contract acts as acceptance of the authority of the State Auditor's Office to conduct an audit or investigation in connection with those funds. Provider further agrees to cooperate fully with the State Auditor's Office in the conduct of the audit or investigation, including providing all records requested. Provider will ensure that this clause concerning the State Auditor's Office's authority to audit state funds and the requirement to fully cooperate with the State Auditor's Office is included in any subcontracts it awards. Additionally, the State Auditor's Office shall at any time have access to and the rights to examine, audit, excerpt, and transcribe any pertinent books, documents, working papers, and records of Provider relating to the Contract for any purpose. HUD, the Comptroller General, the General Accounting Office, the Office of Inspector General, or any authorized representative of the U.S. Government shall also have this right of inspection. **PROVIDER SHALL ENSURE THAT ALL SUBCONTRACTS AWARDED REFLECT THE REQUIREMENTS OF THIS SECTION 7.02, AND THE REQUIREMENT TO COOPERATE.**

(c) Provider will be deemed to have read and have knowledge of all applicable federal, state, and local laws, regulations, and rules including, but not limited to those identified in **Attachment D**, governing audit requirements pertaining to the Project.

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7.03 PERIOD OF RETENTION

All records relevant to this Contract shall be retained for a period subsequent to the final closeout of the State of Texas CDBG-MIT grant program, in accordance with federal regulations. **The Subrecipient will notify all Program participants of the date upon which local records may be destroyed.**

7.04 CONFIDENTIALITY

To the extent permitted by law, Provider and the Subrecipient agree to keep all information confidential, in whatever form produced, prepared, observed, or received by Provider or the Subrecipient to the extent that such information is: (a) confidential by law; (b) marked or designated "confidential" (or words to that effect) by Provider or the Subrecipient; or (c) information that Provider or the Subrecipient is otherwise required to keep confidential by this Contract. Furthermore, Provider will not advertise that it is doing business with the Subrecipient, use this Contract as a marketing or sales tool, or make any press releases

concerning work under this Contract without the prior written consent of the Subrecipient. Confidential information shall not extend to: (a) information that at the time of disclosure or subsequently is published or otherwise generally available to the public other than through any act or omission on the part of Provider; (b) information that Provider can demonstrate by written records was lawfully in the possession of Provider at the time of disclosure and not otherwise subject to any form of non-disclosure agreement; (c) information that Provider can demonstrate by written records was acquired from a third party who had the lawful right to make such disclosure; (d) information that Provider can demonstrate by written records was independently developed by Provider without reference to the materials comprising the information disclosed under this Agreement; (e) information that Provider is required to disclose pursuant to applicable law, legally enforceable order, decree, or other regulation or rule, or by deposition or trial testimony pursuant to subpoena; or (f) information that, if left undisclosed, would constitute a threat to the health, safety, or welfare of the public.

7.05 PUBLIC RECORDS

Information related to the performance of this Contract may be subject to the Public Information Act ("PIA") and will be withheld from public disclosure or released only in accordance therewith. Provider shall make any information required under the PIA available to the Subrecipient in portable document file (".pdf") format or any other format agreed between the Parties. Failure of Provider to mark as "confidential" or a "trade secret" any information that it believes to be excepted from disclosure waives any and all claims Provider may make against the Subrecipient for releasing such information without prior notice to Provider. Provider shall notify the Subrecipient within twenty-four (24) hours of receipt of any third party written requests for information, and forward a copy of said written requests to the Subrecipient. If the request was not written, Provider shall forward the third party's contact information to the Subrecipient.

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VIII. MISCELLANEOUS PROVISIONS

8.01 INSURANCE

Provider shall acquire for the duration of this Contract insurance with financially sound and reputable insurers licensed by the Texas Department of Insurance, in the type and amount and in the form required by **Attachment E** of this Contract, **REQUIRED INSURANCE AND FORM**. Furthermore, Provider shall submit a certificate of liability insurance as required under this Contract, including (if requested) a schedule of coverage (or "underwriter's schedules") establishing to the satisfaction of the Subrecipient the nature and extent of coverage granted by each policy.

Provider shall submit certificates of insurance and endorsements electronically, in the manner requested by the Subrecipient. In the event that any policy is determined to be deficient to comply with the terms of this Contract, Provider shall secure such additional

policies or coverage as the Subrecipient may reasonably request or that are required by law or regulation.

Provider will be responsible for submitting renewed certificates of insurance and endorsements, as evidence of insurance coverage throughout the term of this Contract. Provider may not be actively working on behalf of the Subrecipient if the insurance coverage does not adhere to insurance requirements. Failure to submit required insurance documents may result in the cancellation of this Contract. To the fullest extent permitted by law, Provider's total liability to Subrecipient or any other party claiming by or through this Contract for any and all claims, losses, expenses or damages whatsoever arising out of or in any way related to the services or this Contract from any causes including, but not limited to, Provider's negligence, errors, omissions, strict liability, or breach of contract and whether claimed directly or by way of contribution shall not exceed the proceeds of applicable insurance required herein.

8.02 TAXES/WORKERS' COMPENSATION/UNEMPLOYMENT INSURANCE

PROVIDER AGREES AND ACKNOWLEDGES THAT DURING THE EXISTENCE OF THIS CONTRACT, PROVIDER SHALL BE ENTIRELY RESPONSIBLE FOR THE LIABILITY AND PAYMENT OF PROVIDER'S AND PROVIDER'S EMPLOYEES' TAXES, TO THE EXTENT ARISING OUT OF THE PERFORMANCES IN THIS CONTRACT. PROVIDER AGREES TO COMPLY WITH ALL STATE AND FEDERAL LAWS APPLICABLE TO ANY SUCH PERSONS, INCLUDING LAWS REGARDING WAGES, TAXES, INSURANCE, AND WORKERS' COMPENSATION. THE SUBRECIPIENT SHALL NOT BE LIABLE TO THE PROVIDER, ITS EMPLOYEES, AGENTS, OR OTHERS FOR THE PAYMENT OF TAXES OR THE PROVISION OF UNEMPLOYMENT INSURANCE AND/ OR WORKERS' COMPENSATION OR ANY BENEFIT AVAILABLE TO A STATE EMPLOYEE OR EMPLOYEE OF ANOTHER GOVERNMENTAL ENTITY CUSTOMER. 2) PROVIDER AGREES TO INDEMNIFY AND HOLD HARMLESS THE SUBRECIPIENT, THE GLO, THE STATE OF TEXAS AND/OR THEIR EMPLOYEES, FROM LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, REASONABLE ATTORNEYS' FEES, AND EXPENSES, RELATING TO TAX LIABILITY, UNEMPLOYMENT INSURANCE AND/OR WORKERS' COMPENSATION IN ITS PERFORMANCE UNDER THIS CONTRACT. PROVIDER SHALL BE LIABLE TO PAY ALL COSTS OF DEFENSE INCLUDING REASONABLE ATTORNEYS' FEES. THE DEFENSE SHALL BE COORDINATED BY PROVIDER WITH THE SUBRECIPIENT NAMED AS A DEFENDANT IN ANY LAWSUIT AND PROVIDER MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE SUBRECIPIENT. PROVIDER AND THE SUBRECIPIENT AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM. THE DEFENSE OBLIGATION DOES NOT APPLY TO PROFESSIONAL LIABILITY OR WORKERS' COMPENSATION CLAIMS. AS IT RELATES TO SUCH CLAIMS, PROVIDER

SHALL BE LIABLE FOR REASONABLE DEFENSE COSTS INCURRED BY SUBRICIPIENT, BUT ONLY AFTER FINAL ADJUDICATION AND ONLY TO THE EXTENT THAT PROVIDER IS FOUND AT FAULT.

8.03 LEGAL OBLIGATIONS

Provider shall procure and maintain for the duration of this Contract any state, county, city, or federal license, authorization, insurance, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by Provider to provide the goods or services required by this Contract. Provider will be responsible for payment of all taxes, assessments, fees, premiums, permits, and licenses required by law. Provider agrees to be responsible for payment of any such government obligations not paid by its subcontractors during performance of this Contract.

8.04 INDEMNITY EXCEPT FOR DAMAGES DIRECTLY OR PROXIMATELY CAUSED BY THE GROSS NEGLIGENCE OF THE SUBRECIPIENT OR THE GLO, PROVIDER SHALL INDEMNIFY AND HOLD HARMLESS THE SUBRECIPIENT, THE STATE OF TEXAS, THE GLO, AND THE OFFICERS, , AND EMPLOYEES OF THE SUBRECIPIENT, THE STATE OF TEXAS, AND THE GLO FROM ANY LOSSES, CLAIMS, SUITS, ACTIONS, DAMAGES, OR LIABILITY (INCLUDING ALL COSTS AND EXPENSES OF DEFENDING AGAINST ALL OF THE AFOREMENTIONED) TO THE EXTENT ARISING IN CONNECTION WITH:

- **THIS CONTRACT;**
- **ANY NEGLIGENCE, ACT, OMISSION, OR MISCONDUCT IN THE PERFORMANCE OF THE SERVICES REFERENCED HEREIN; OR**
- **ANY CLAIMS OR AMOUNTS TO THE EXTENT ARISING OR RECOVERABLE UNDER FEDERAL OR STATE WORKERS' COMPENSATION LAWS, THE TEXAS TORT CLAIMS ACT, OR ANY OTHER SUCH LAWS.**

PROVIDER SHALL BE RESPONSIBLE FOR THE SAFETY AND WELL BEING OF ITS EMPLOYEES, CUSTOMERS, AND INVITEES. THESE REQUIREMENTS SHALL SURVIVE THE TERM OF THIS AGREEMENT UNTIL ALL CLAIMS HAVE BEEN SETTLED OR RESOLVED AND SUITABLE EVIDENCE TO THAT EFFECT HAS BEEN FURNISHED TO THE SUBRECIPIENT. THE PROVISIONS OF THIS SECTION 8.03 SHALL SURVIVE TERMINATION OF THIS CONTRACT.

8.05 ASSIGNMENT AND SUBCONTRACTS

Provider shall not assign, transfer, or delegate any rights, obligations, or duties under this Contract without the prior written consent of the Subrecipient. Notwithstanding this provision, it is mutually understood and agreed that Provider may subcontract with others for some or all of the services to be performed. In any approved subcontracts, Provider shall legally bind such subcontractor to perform and make such subcontractor subject to all the duties, requirements, and obligations of Provider as specified in this Contract. Nothing

in this Contract shall be construed to relieve Provider of the responsibility for ensuring that the goods delivered and/or the services rendered by Provider and/or any of its subcontractors comply with all the terms and provisions of this Contract. Provider will provide written notification to the Subrecipient of any such subcontractor performing fifteen percent (15%) or more of the work under this Contract, including the name and taxpayer identification number of subcontractor, the task(s) being performed, and the number of subcontractor employees expected to work on the task.

8.06 RELATIONSHIP OF THE PARTIES

Provider is associated with the Subrecipient only for the purposes and to the extent specified in this Contract, and, with respect to Provider's performance pursuant to this Contract, Provider is and shall be an independent contractor and, subject only to the terms of this Contract, shall have the sole right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Contract. Nothing contained in this Contract shall be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise create for the Subrecipient or the GLO any liability whatsoever with respect to the indebtedness, liabilities, and obligations of Provider or any other party. Provider shall be solely responsible for, and the Subrecipient shall have no obligation with respect to:

(a) withholding of income taxes, FICA, or any other taxes or fees;
(b) industrial or workers' compensation insurance coverage;
(c) participation in any group insurance plans available to employees of the State of Texas;
(d) participation or contributions by the State to the State Employees Retirement System;
(e) accumulation of vacation leave or sick leave; or
(f) unemployment compensation coverage provided by the State.

8.07 COMPLIANCE WITH OTHER LAWS

In the performance of this Contract, Provider shall comply with all applicable federal, state, and local laws, ordinances, and regulations. Provider shall make itself familiar with and at all times shall observe and comply with all federal, state, and local laws, ordinances, and regulations that in any manner affect performance under this Contract including, but not limited to, those attached hereto and incorporated herein for all purposes as **Attachment D**. Provider will be deemed to have knowledge of all applicable laws and regulations and be deemed to understand them. As required by Chapter 2271, Government Code, Provider hereby verifies that it does not boycott Israel and will not boycott Israel through the term of this Contract. For purposes of this verification, "boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

8.08 NOTICES

Any notices required under this Contract shall be deemed delivered when deposited or with a common carrier, overnight, signature required, to the appropriate address below:

Subrecipient
Jefferson County, Texas
1149 Pearl Street
Beaumont, Texas 77701
Attention: Deborah L. Clark, Purchasing Agent

Provider
LJA Surveying, Inc.
3600 W Sam Houston Pkwy S., Suite 175
Houston, Texas 77042
Attention: Wesley Maxey

Notice given in any other manner shall be deemed effective only if and when received by the party to be notified. Either party may change its address for notice by written notice to the other party as herein provided.

8.10 GOVERNING LAW AND VENUE

This Contract and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Texas, exclusive of conflicts of law provisions. Venue of any suit between Subrecipient and Provider under this Contract shall be in a court of competent jurisdiction in Jefferson County, Texas. Provider irrevocably waives any objection, including any objection to personal jurisdiction or the laying of venue or based on the grounds of forum non conveniens, which it may now or hereafter have to the bringing of any action or proceeding in such jurisdiction in respect of this Contract or any document related hereto. Notwithstanding any provision of this Contract to the contrary, in no event shall either party be liable to the other for consequential, incidental, punitive, special, or exemplary damages, including lost revenues, profits, delays, or other economic loss arising from any cause including breach of warranty, breach of contract, tort, strict liability or any other cause whatsoever. To the extent permitted by law, any statutory remedies that are inconsistent with this provision of the Agreement are waived.

8.11 SEVERABILITY

If any provision contained in this Contract is held to be unenforceable by a court of law or equity, this Contract shall be construed as if such provision did not exist and the nonenforceability of such provision shall not be held to render any other provision or provisions of this Contract unenforceable.

8.12 FORCE MAJEURE

Except with respect to the obligation of payments under this Contract, if either of the parties, after a good faith effort, is prevented from complying with any express or implied covenant of this Contract by reason of war; terrorism; rebellion; riots; strikes; acts of God; any valid order, rule, or regulation of governmental authority; or similar events that are beyond the control of the affected party (collectively referred to as a "Force Majeure"), then, while so prevented, the affected party's obligation to comply with such covenant shall be suspended, and the affected party shall not be liable for damages for failure to comply with such covenant. In any such event, the party claiming Force Majeure shall promptly notify the other party of the Force Majeure event in writing and, if possible, such notice shall set forth the extent and duration thereof. The party claiming Force Majeure shall exercise due diligence to prevent, eliminate, or overcome such Force Majeure event where it is possible to do so and shall resume performance at the earliest possible date. However, if nonperformance continues for more than thirty (30) days, the GLO may terminate this Contract immediately upon written notification to Provider.

8.13 DISPUTE RESOLUTION

If a contract dispute arises that cannot be resolved to the satisfaction of the parties, either party may notify the other party in writing of the dispute. If the parties are unable to satisfactorily resolve the dispute within fourteen (14) days of the writing notification, the parties must us the dispute resolution process provided for in Chapter 2260 of the Texas Government Code to attempt to resolve the dispute. This provision shall not apply to any matter with respect to which either party may make a decision within its respective sole discretion. Notwithstanding anything contained therein, prior to or during negotiation or mediation, either party may initiate proceedings or action that would otherwise become barred by a statute of limitation, and Provider may pursue, at any time and without invoking dispute resolution as provided herein, any property liens or other rights it may have to obtain security for the payment of its invoice.

8.14 ENTIRE CONTRACT AND MODIFICATION

This Contract, its integrated Attachment(s), and any Technical Guidance issued in conjunction with this Contract, if any, constitute the entire agreement of the parties and are intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Any additional or conflicting terms in such Attachment(s), Technical Guidance Letter shall be harmonized with this Contract to the extent possible. Unless such integrated Attachment, Technical Guidance Letter, or Revision specifically displays a mutual intent to amend a particular part of this Contract, general conflicts in language shall be construed consistently with the terms of this Contract.

8.15 COUNTERPARTS

This Contract may be executed in any number of counterparts, each of which shall be an original, and all such counterparts shall together constitute but one and the same Contract.

If the Contract is not executed by the GLO within thirty (30) days of execution by the other party, this Contract shall be null and void. In the sole discretion of the GLO, Work Orders issued, if any, may be executed by the parties in counterparts exchanged by electronic mail.

8.16 THIRD-PARTY BENEFICIARY

The Parties agree that the GLO, as the administrator of the CDBG-MIT program, is a third-party beneficiary to this Contract and that the GLO shall have the right to enforce any provision of this Contract. Provided, however, that GLO shall only enforce a provision Contract after notifying the Parties, in writing, of a potential breach or default of the Contract and allowing the Provider sixty (60) days to cure the breach or default. Venue of any suit under this Section 8.17 shall be in a court of competent jurisdiction in Travis County, Texas. Provider irrevocably waives any objection, including any objection to personal jurisdiction or the laying of venue or based on the grounds of forum non conveniens, which it may now or hereafter have to the bringing of any action or proceeding in such jurisdiction in respect of this Contract or any document related hereto. **NOTHING IN THIS CONTRACT SHALL BE CONSTRUED AS A WAIVER OF SOVEREIGN IMMUNITY BY THE GLO.**

8.17 PROPER AUTHORITY

Each party hereto represents and warrants that the person executing this Contract on its behalf has full power and authority to enter into this Contract. Provider acknowledges that this Contract is effective for the period of time specified in the Contract. Any services performed by Provider before this Contract is effective or after it ceases to be effective are performed at the sole risk of Provider.

SIGNATURE PAGE FOLLOWS

IN WITNESSETH WHERE OF, the parties have executed this Agreement on the _____ day of June, 2021.

BY: _____
Local Official

Jeff Branick
Printed Name

County Judge
Title

BY: _____
Provider's Authorized Representative

Wesley Maxey
Printed Name

Vice President
Title

ATTEST_____
DATE_____

LJA SURVEYING

2615 Calder Avenue, Suite 500, Beaumont, Texas 77702
t 713.953.5200 • LJASurvey.com • TBPELS Firm #10194382

August 31, 2022

Jefferson County Purchasing Department
1149 Pearl Street, 1st Floor
Beaumont, TX 77701

POINT-OF-CONTACT
Wesley Maxey, RPLS
Principal-in-Charge
409.291.5357
wmaxey@ljasurvey.com

Re: (RFQ 22-044/MR) Elevation Certificates for Flood Pre-Mitigation

Dear Ms. Clark,

At LJA Surveying, Inc., we put excellence on the line, every time. Every project begins and ends with surveying, so where you start and how you finish – and who you hire – matters. We are committed to providing the highest quality professional surveying and mapping services to all of our clients.

LJA Surveying, Inc. (LJAS) utilizes a management system that provides all project team members with guidelines aimed to assist them in performing their work and delivering a quality product. These guidelines ensure compliance with our client's standards and processes, so that the final product meets or exceeds the required technical requirements. We maintain a level of quality in our services and products to achieve excellence. LJAS meets the challenges of tomorrow – today.

FIRM'S UNDERSTANDING OF THE SCOPE OF WORK

LJAS understands that the County is soliciting qualified firms to develop up to 150 pre-mitigation elevation certificates within a thirty day period for homes in the County's jurisdictional area as part of the Jefferson County Hazard Mitigation Grant Program Elevation Project. Our services will – at a minimum – meet the standards set forth by the Texas Board of Professional Engineers and Land Surveyors (TBPELS), with extra detail provided for the specific services requested within the scope of work listed in this RFQ.

LJAS has a long-running, successful history of providing surveying services for our clients. In the past, we have provided these services for private citizens, municipalities, governmental agencies, and industrial clients.

OUR COMMITMENT

With a 50-year history of providing professional surveying services to diverse clientele, we are confident in the value we offer Jefferson County, along with the ability to complete the County's pre-mitigation elevation projects on-time and on-budget. Wesley Maxey, RPLS is authorized to negotiate for and contractually bind the firm.

LJAS is dedicated to providing high-quality surveying services to the County and we look forward to maintaining a strong working relationship. If you require any additional information, please feel free to contact us at any time.

We're ready for what's next, whatever it takes.

Best regards,

Wesley Maxey, RPLS
Vice President

TABLE OF CONTENTS

SECTION 1 »

About LJA Surveying 1

1-4. Firm Name, Addresses, and Years in Business

SECTION 2 »

Professional Qualifications and Individual Experience 2

5. Assigned Professional Staff
6. Firm Organization Chart
7. Resumes
8. Person Authorized to Sign

SECTION 3 »

Firm Experience, Stability, and References 16

9. Description of Representative Work Within the Past Five Years
10. Experience in Providing RFQ Services to Governmental Entities
11. Reasons Why the Firm Would Be Uniquely Qualified
12. Unique Services Offered by the Firm
13. References

SECTION 4 »

Technical Approach 21

SECTION 5 »

Workload Capacity 22

SECTION 6 »

Litigations 23

SECTION 7 »

Required Forms 24

LJA SURVEYING

SECTION 1 » ABOUT LJA SURVEYING

LJA Surveying, Inc. (LJAS) has the experience and resources to undertake projects of any size. With our presence and large staff located across the southeastern US and beyond, LJAS brings a strong knowledge of the unique challenges of working in Jefferson County. We have the resources to implement the best practices and employ state-of-the-art equipment to efficiently conduct survey tasks.

LJAS has been conducting survey collection utilizing Trimble Global Positioning Systems (GPS), conventional total stations, and transits for many years. Recently, we also added additional collection methods including LiDAR and orthorectified photogrammetry via Unmanned Aerial Systems (UAS), single-beam sonar by remote hydrone, multi-beam, and side scan capabilities. In addition to enhanced data collection methods, LJAS maintains an extensive archive of legacy data and project records, that can be used in future projects to reduce project costs and timelines.

OUR PRESENCE

LJAS has 15 offices across Texas, Tennessee, and Florida:

- » Dallas, TX
- » Fort Worth, TX
- » Corpus Christi, TX
- » Houston, TX
- » Beaumont, TX
- » Pearland, TX
- » Midland, TX
- » Lake Jackson, TX
- » Austin, TX
- » Conroe, TX
- » San Antonio, TX
- » Katy, TX
- » Murfreesboro, TN
- » Tallahassee, FL
- » Orlando, FL

LICENSES AND CREDENTIALS

LJAS is licensed to practice as a firm by the Texas Board of Professional Engineers and Land Surveyors (TBPELS) in all 12 Texas offices. Additionally, LJAS is registered as a firm in Tennessee and Florida.

LJAS is registered and in good standing as a professional surveyor per the Texas Engineering Practice Act. LJAS is not debarred or suspended from the Excluded Parties List System (EPLS) in the System for Award Management (SAM).

Texas Board of Professional Engineers and Land Surveyors

CERTIFICATE OF REGISTRATION

This acknowledges that

LJA SURVEYING, INC

has fulfilled the requirements of the Texas Board of Professional Engineers and Land Surveyors to offer and perform surveying services in the state of Texas.

Registration Number 10194382

Expiration Date 12/31/2022

LJA SURVEYING, INC.

Local: 2615 Calder Avenue, Suite 500, Beaumont, Texas 77702

Corporate: 3600 W Sam Houston Parkway S, Suite 600, Houston, TX 77042

50

YEARS IN BUSINESS

4 years as LJA Surveying, Inc.
50 years as LJA Engineering, Inc.

15

LJA SURVEYING OFFICES

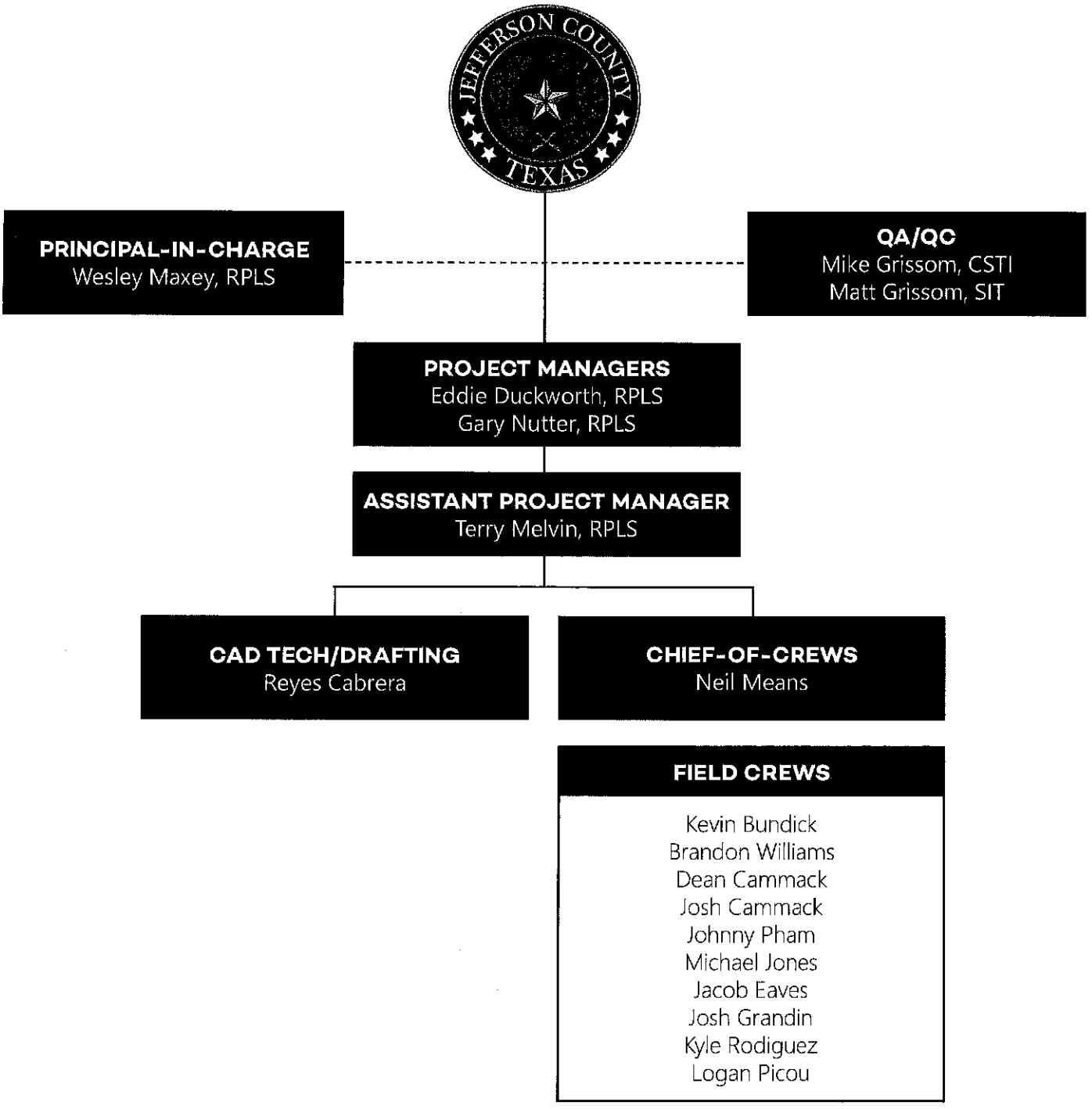
139

LJAS EMPLOYEES

- **28** RPLSs
- **1** Certified Photogrammetrist
- **6** SITs
- **14** CSTs
- **2** Professional Engineers
- **2** Licensed Pilots
- **34** Field Crews

SECTION 2 » PROFESSIONAL QUALIFICATIONS AND INDIVIDUAL EXPERIENCE

ASSIGNED PROFESSIONAL STAFF



Please refer to the resumes starting on page 4 for more information about the team's qualifications.

FIRM'S ORGANIZATION CHART

Celebrating our 50th year, LJA has grown to over 1,500 employees in 47 offices across Texas, Tennessee, Georgia, Utah, South Carolina, Oklahoma, Colorado, and Florida. LJAS is a wholly-owned subsidiary of LJA, alongside others such as LJA Energy, LJA Rail, and LJA Environmental Services. Below is our firm's organizational structure and respective leaders for each division.

Transporatation

TW Lowe, PE

Land Development

Alan McKee, PE
John Clark, PE
Jim Wiegert, PE

Energy

Robert Hickman, PE
*LJA Energy, Inc.**

Public Works

Jeff Cannon, PE
Wallace Trochesset, PE

Rail

Mike Baker, PE
*LJA Rail, LLC.**

Central Texas Infrastructure

Ken Schrock, PE

Surveying

Jeremy Russell, RPLS
*LJA Surveying, Inc.**

Environmental

Susan Alford, REM
*LJA Environmental Services, LLC**

**Wholly-owned subsidiaries of LJA Engineering, Inc.*

WESLEY MAXEY, RPLS

PRINCIPAL-IN-CHARGE

LJA SURVEYING

EDUCATION
2010, BS, Industrial Technology, Lamar University

PROFESSIONAL LICENSE
2014, Registered Professional Land Surveyor, Texas #6536

TXDOT PRECERTIFICATIONS
Employee Sequence No. 31225 // Categories: 15.1.1, 15.2.1, 15.2.2, 15.3.5

OFFICE LOCATION
Beaumont

SUMMARY OF QUALIFICATIONS

Wesley Maxey is a Registered Professional Land Surveyor in the State of Texas with over 15 years of experience in the surveying field, including boundary and topographic surveying. He is experienced in all necessary calculations including field note reduction, traverse adjustment, and boundary determination. Wesley is also experienced in GPD control networks and has experience in records research at the City and County levels.

PROJECT EXPERIENCE

Sempra LNG, Port Arthur LNG, Port Arthur, TX – Provided a project control network based upon published NGS Monumentation. Performed a 30' topographic grid across approximately 1,200 acres in extremely harsh site conditions. All utilities across and adjacent to the property were located and confirmed by use of electronic locating methods and conventional probing methods. An ALTA/ACSM land title survey was completed for the 1,217.379 acre tract and submitted for final land acquisition.

CB&I, Entergy Plant Expansion, Lake Charles, LA – Provided project control network along with topographic survey for the design of the Entergy plant expansion.

Enterprise, Floresville Pipeline, Floresville, TX – Provided preliminary centerline survey, legal surveys, IFR, IFB, IFC alignment sheets, construction re-staking, as-builts survey, and as-built alignment sheets for an approximately 17 miles of 6" pipeline.

Plains All American Pipeline, Red Oak Pipeline, TX – Provided preliminary centerline survey, legal surveys, and alignment sheets for a 183-mile proposed pipeline.

Kinder Morgan, Inc, Targa Delivery Project, Mont Belvieu, TX – Provided preliminary centerline survey, legal surveys, IFR, IFB, IFC alignment sheets, construction re-staking, as-builts survey, and alignment sheets for approximately one mile of 8" natural gas pipeline.

Kinder Morgan, Inc, Webb 14" Project, Zapata, TX – Provided preliminary centerline survey, legal surveys, IFR, IFB, IFC alignment sheets, construction re-staking, as-builts survey, and alignment sheets for approximately 26.5 miles of 12" pipeline to replace an existing 14" pipeline.

Kinder Morgan, Inc., Index 98 Bore Profiles, Beaumont, TX – Provided topographic surveying for two HDD drills. The drill locations for this project were from the Goodyear East Meter Station to Index 98 and from the Fannett Compressor Station to Index 98. LJAS was also responsible for all TxDOT permitting for these drills.

Kinder Morgan, Inc., N Lansing A-2 Lateral, Longview, TX – Provided topographic surveying for a new tap valve surface site location and ROW surveying for a ROW change of an existing 8" A-2 lateral to mate-up to the tap valve relocation. Also provided topographic and ROW surveying for an alternate route of the 8" A-2 lateral.

Kinder Morgan, Inc, Beaumont City Gate #5, Beaumont, TX – Provided topographic and boundary surveying for an existing Kinder Morgan surface site. Provided platting and legal descriptions for a 30' by 10' additional surface site.

GT Logistics, Rail Infrastructure and Rail to Barge Crude Transfer Facility, Port Arthur, TX – Provided boundary and topographic surveying for the design of a project to move 100,000 BPD of crude oil from rail cars to barges. This project included topographic survey and cross sections for nine miles of new railroad tracks, rotating equipment, and mechanical piping. Also included topographic surveying for two miles of two 16" diameter pipelines, a 180' span pipe bridge across the Port Arthur Hurricane Protection Levee, and a barge dock located on Taylor's Bayou.

Burns & McDonnell Engineering Company Inc, ONEOK Hydrocarbon NGL Fractionation Plant Project, Mont Belvieu, TX – Provided boundary and topographic surveying for the design and construction of a complete fractionation unit. LJAS was the surveyor of record for all survey verification of the unit. LJAS was responsible for verifying foundations, piling, anchor bolts, tower and vessel alignment, and all other miscellaneous verifications. LJAS was also responsible for locating all underground obstructions and verifying there were no obstacles for pile driving, setting of foundations, or trenching for pipeline placement.

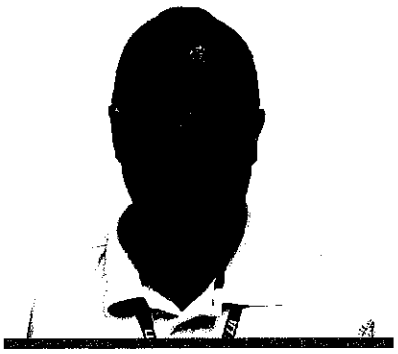
Union Pacific Railroad, ALTA/ACSM Land Title Surveys, TX – Provided boundary and topographic survey for the acquisition of additional ROW adjacent to and along the existing Union Pacific Railroad property. Provided survey plats and legal descriptions for a 70' proposed taking out of 25 tracts of land to be acquired.

ExxonMobil Boundary and Topographic Survey, TX – Provided boundary and topographic survey for the design and construction of a new office complex inside of the existing facility limits.

2,200-Acre Land Title Survey, TX – Provided boundary survey of a 2,200-acre tract to the specifications and standards of a Category 1A, Condition II survey. Provided survey plat and legal descriptions.

Various Land Title Surveys, TX – Provided boundary surveys for various residential and commercial properties to the specifications and standards of a Category 1A or 1B survey. Provided survey plat and legal descriptions as needed.

Central Drive Re-Plat, TX – Surveyed property boundary of existing lots to create two new lots adequately spaced for the construction of two new homes. Worked directly with the client to understand needs and attended City meetings for approval of the proposed re-plat. Additionally, final surveys were completed as a Category 1A land title survey upon completion of construction of each residence.



EDDIE DUCKWORTH, RPLS

PROJECT MANAGER

LJA SURVEYING

EDUCATION

2016, BS, Industrial Technology, Lamar University

PROFESSIONAL LICENSE

2019, Registered Professional Land Surveyor, Texas #6816

OFFICE LOCATION

Beaumont

SUMMARY OF QUALIFICATIONS

Eddie Duckworth is a Registered Professional Land Surveyor in the State of Texas with over 25 years of experience in the surveying field. He is proficient with all aspects of surveying field work including boundary resolution, topographic surveys, construction surveying, aerial control, and 3D laser scanning. Eddie is experienced in all necessary calculations including field note reduction, traverse adjustment, and boundary determination. He is experienced in GPS control networks and has experience in records research at the city and county levels.

PROJECT EXPERIENCE

Yates Construction GLO Homeowner Assistance Project, TX – Project Manager for Texas GLO Homeowner Assistance Program project. Provided client with boundary, topographic, utility, planimetric, benchmark, and elevation certificate surveying prior to existing home demolition and new home construction. Provided construction layout services for new home construction, final surveys, and elevation certificates once the construction was complete.

Title and Boundary Surveys, Multiple Locations, TX – Project Manager for many miscellaneous title and boundary surveys consisting of, but not limited to, easements, subdivision lots, metes and bounds (small and large), ALTA/NSPS, replats, minor plats, and restrictive covenants.

USACE/Drainage District No. 7 Hurricane Flood Protection Rehabilitation Project, Port Arthur, TX – Project Manager for USACE funded USACE/Drainage District No. 7 Hurricane Flood Protection System Rehabilitation project. Provided client with boundary, utility, and control network surveys for approximately one mile of the hurricane protection system located within the Valero facility in Port Arthur, Texas.

Motiva Monitor Well Surveys, Port Arthur, TX – Project Manager for multiple monitor well surveys conducted for Motiva Enterprises in Port Arthur, Texas. Verified Texas Coordinate System horizontal datum and NAVD 88 vertical datum. Made conversions to plant datum at client's request. Provided client with exhibit and spreadsheet showing results of the survey and calculations.

USACE Port Arthur and Vicinity Hurricane Flood Protection System Survey, Port Arthur, TX – Project Manager for USACE funded Port Arthur and Vicinity Hurricane Flood Protection System Rehabilitation project. Managed ROW retracement of approximately 32 miles of the Port Arthur and Vicinity Hurricane Flood Protection System and Wave Barrier. Provided utility survey for approximately 1.5 miles of hurricane flood protection system route. Provided primary and secondary control networks, aerial control for LiDAR, and working control for approximately 32 miles along hurricane flood protection system route.

EDDIE DUCKWORTH, RPLS
PROJECT MANAGER

City of Port Arthur Waterline Rehabilitation Project, Port Arthur, TX – Project Manager for topographic and boundary survey of approximately 25 miles of various street Right of Ways (ROW) and utility easements split into 57 different line segments. Managed all field work operations, drafting, boundary calculations, and Texas 811 one-call utility locates. Provided client with accurate drawings depicting the street ROWs and Topographic features.

Waterline and Drainage Rehabilitation, Beaumont, TX – Project Manager for topographic and boundary survey of approximately 10 miles of various street ROWs within the City of Beaumont. Managed all field work operation, boundary calculations, Texas 811 one-call utility locates. Provided client with accurate drawings depicting the street ROWs and topographic features.

GLO Street Projects, Port Arthur, TX – Project Manager for Texas GLO funded street improvement project. Managed topographic and boundary surveying for various streets within the City of Port Arthur. Provided client with accurate drawings depicting the street ROWs and topographic features.

Street Improvements Project, Galveston, TX – Project Manager of topographic and boundary surveying for multiple City of Galveston street improvement projects. Managed all field work operations and boundary calculations to assure accurate data was provided to our engineering staff.

Mill Creek Drainage Project, Hardin County, TX – Project Manager for Mill Creek Drainage project. Responsible for establishing primary control network and working control for an approximate 10-mile route along Mill Creek in Hardin County, Texas. Conducted topographic survey along Mill Creek in subject area and conducted boundary survey of each land parcel affected by the creek. Prepared temporary working easements for each parcel along creek in subject area for client.

GARY NUTTER, RPLS

PROJECT MANAGER

LJA SURVEYING

EDUCATION

1997, BS, Surveying and Geodetic Science, Ohio State University

PROFESSIONAL LICENSE

2002, Registered Professional Land Surveyor, Texas #5659

TXDOT PRECERTIFICATION

Employee Sequence No. 11803
Categories: 15.1.1, 15.1.2, 15.1.3, 15.1.4, 15.2.1, 15.4.1

PROFESSIONAL MEMBERSHIP

Texas Society of Professional Land Surveyors, Chapter 9 Director (2009-2011), Vice President (2011-2012)

OFFICE LOCATION

Beaumont

SUMMARY OF QUALIFICATIONS

Gary Nutter has over 19 years of extensive experience in all types of surveying including boundary, topographic, construction, Global Positioning Systems (GPS), and master control layout. His valuable experience obtained from the field helps with submitting new proposals, reviewing job requests, quality control review of projects, and assisting Junior Party Chiefs with guidance and advice.

PROJECT EXPERIENCE

Sam Houston Area Council, Boy Scouts of America, "New" Camp Strake, Evergreen, San Jacinto County, TX – Survey Project Manager for land title surveys of 1,442-, 150-, and 1,224-acre tracts, swap tracts with adjacent land owners, documents to define drill sites and access easements. Clearing limit staking at 50' intervals through former timber company forest for future Boy Scout Camp roads (approximately 41,500 LF) and limits of activity and pad sites (approximately 14,000 LF). Coordinated with National Forest Service for permits for topographic surveying, boundary surveying, and clearing limit staking necessary for a new 1.2-mile entry road crossing Sam Houston National Forest to lessen the impact the existing road had on an endangered species of birds nesting near the road. Documents for ROW dedications, construction staking for approximately 90 structures, as-built survey of buried electrical lines, and above-ground electrical features to prepare easements in eight segments with coordination through Sam Houston Electrical Cooperative, LiDAR of pond area grading prior to dam construction.

City of Conroe, Grand Central Park, Conroe, TX – Survey Project Manager for review of survey of 2,045 acres by others with verification of location of numerous City-owned and other public and private utilities crossing the existing tract. Worked with attorneys to clear title issues and with other surveyors to correct overlooked out-tracts within the boundary. Mapping of wetlands and jurisdictional waterways and prepared descriptions and exhibits for preservation areas. Prepared out-sale tracts for commercial tracts and acreage tracts needed by the City of Conroe for a wastewater treatment plant and radio and cell tower site, subdivision plats, and associated utility easements for a master planned development.

City of Conroe, Hidden Creek Subdivision, Conroe, TX – Project Surveyor for performing boundary surveys, subdivision platting, and topographic surveys utilizing the City of Conroe geodetic control network, preparing descriptions and exhibits for utility easements, and land swaps with the City of Conroe.

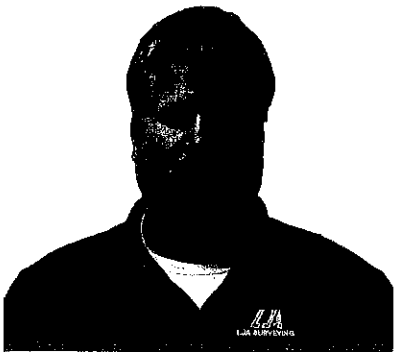
Artavia Development Company, Montgomery County, TX – Project Surveyor for land title surveys for the acquisition of approximately 2,200 acres adjoining SH 242 and FM 1314, mineral interest maps, documents for the creation of drill sites and access easements, descriptions and exhibits for three municipal utility districts within the development, topographic surveying for design, pipeline corridor locations defined, subsurface utility mapping, subdivision platting, and easement creation on the subject tract and crossing adjoin tracts.

ALTA/ACSM Land Title Survey of 127.615-Acre Site (Bass Pro), Pearland, TX – Project Surveyor for performing a boundary survey of 127.615 acres in accordance with the "Minimum Standard Detail Requirements for ALTA/ACSM Land Title Surveys". The boundary survey displayed the boundary lines of the subject tract as delineated and monumented on the ground. The boundary survey also displayed all ownerships, easements, dedicated roadways, and plats within and adjoining the subject tract. The improvements surveyed also included the Bass Pro building, horizontal locations of utilities, paving (with striping and markings), other structures, and trees. The flood plain and the flood plain zoning which affected the subject tract were also shown.

Harris County Precinct 3, Huffmeister Road, Harris County, TX – Project Surveyor for design survey and base map preparation. Developed base maps showing land ownership and easements of tracts adjoining Huffmeister Road, exhibits, and descriptions of 12 tracts of land for acquisition to re-align and widen the existing ROW. The 3,500 LF project runs from Cypress Church Road west to Louetta Road and Cypress Church Road. Resolved issues of adjoining tracts being monumented within the existing ROW creating overlaps of boundaries and updated design survey after Louetta Road was built and opened for traffic. Additional design surveying was performed along Cypress Church Road.

Harris County Precinct 4, Spring Creek Road, Harris County, TX – Project Surveyor for design survey and base map preparation. Developed base maps showing land ownership and easements of tracts adjoining Spring Cypress Road and exhibits and descriptions of 45 tracts of land for acquisition to re-align and widen the existing ROW. The 2.3-mile project runs from Faulkey Gully to SH 249. The project involved multiple re-alignments and revisions to parcels for acquisitions for both ROW and for detention ponds. Project challenges included gaining access for right-of-entry because only 20% of the land owners initially returned signed letters granting access for design surveys and boundary corner searches.

TxDOT Houston District, IH 610/US 59 Interchange, Houston, TX – Project Surveyor for horizontal and vertical control for aerial mapping and design survey for the IH 610/US 59 interchange. Survey crews set eight primary off-site control points, 45 centerline control points, and 52 wing panels for the aerial flights. Survey crews ran digital levels through all of the control points and wing panels. Challenges overcome during the project included heavy traffic, locating panel in locations where nearby vertical elements such as buildings, overpasses, and trees would not block visibility of panels or GPS used while still maintaining inter-visibility between control points, and negotiations with land owners for placing wing panels. Design surveys included detailed field data of all bridge abutments and utilities within the project limits. Other challenges overcome during the project included coordination and implementation of temporary lane closures for design surveys.



TERRY MELVIN, RPLS

ASSISTANT PROJECT MANAGER

LJA SURVEYING

EDUCATION

2016, BS, Industrial Technology, Lamar University

PROFESSIONAL LICENSE

2018, Surveyor-in-Training, Texas #110382

OFFICE LOCATION

Beaumont

SUMMARY OF QUALIFICATIONS

Terry Melvin is a Surveyor-in-Training with over 15 years of experience in the land surveying field including boundary, topographic, LiDAR, and terrestrial scanning surveys. He completed six years of in-field experience before moving into the office. Terry has 10 years of experience working with LiDAR and terrestrial scanning projects and creating digital elevation models and surfaces. He is proficient in the use Trimble GPS equipment and Leica terrestrial laser scanners. Terry is also proficient in the use of AutoCAD Civil 3-D, Carlson Survey, Leica Cyclone, ArcGIS Desktop, and Trimble Business Center software.

PROJECT EXPERIENCE

LCRA, Lane City Dam, Hydrographic and Topographic Surveying, Lane City, TX – Mapped the upstream and downstream river near the dam structure along with low altitude drone LiDAR data to map the riverbanks. Utilized conventional surveying methods to verify LiDAR and hydrographic data. Responsible for the coordination with field crew data collection, data processing, and drafting the final digital terrain model.

Sempra, LNG Facility, ALTA and Topographic Surveying, Port Arthur, TX – Responsible for easement research and drafting an ALTA Survey for 1,200-acre site. Completed a 1,200-acre topographic survey of the same site using a combination of LiDAR and conventional survey to create a digital terrain model.

TxDOT, Lynchburg Ferry Improvement Project, Hydrographic and Topographic Surveying, Baytown, TX – Responsible for providing bottom of river and land surface model for design purposes at the ferry landings. Provided digital terrain models for pre- and post-Hurricane Harvey, showing the extreme differences of the river bottom.

TxDOT, I-10 San Jacinto River Bridge, Hydrographic and Topographic Surveying, Baytown, TX – Responsible for providing bottom of river model utilizing side scan sonar data and locating visible bridge structures utilizing a terrestrial laser scanner. Provided digital terrain model for river bottom and banks along with structure locations.

TxDOT, Overpass Downtown Dallas, Laser Scan Project and Modeling Project, Dallas, TX – Responsible for the field collection of approximately four miles of highway overpass utilizing a terrestrial laser scanner and completing a 3D model of said overpass. Modeled overpass using a 30-year-old design drawings and used the scan data to verify conditions and markup any discrepancies and damaged areas.

MIKE GRISSOM, CST1

QA/QC

LJA SURVEYING

EDUCATION
Associates Degree, Drafting, Lamar Institute of Technology

OFFICE LOCATION
Beaumont

SUMMARY OF QUALIFICATIONS

Mike Grisom has 34 years of experience in surveying and mapping on a wide range of projects including boundary, topographic, design and construction, environmental, pipeline, and oil and gas well surveys. His work includes processing field data, preparation of survey maps and related drawings, and creation of digital terrain models. He is proficient in the use of Autodesk AutoCAD Map 3D and Carlson Civil Survey Suite software, along with Trimble Geomatics Office GPS post-processing software.

Mike has served as Project Manager on numerous oil and gas lease mapping and well staking projects for a major upstream client. He has also served as the Survey Manager for a surveying and mapping firm overseeing all survey personnel on a wide variety of projects. His duties also included coordinating field survey crew assignments and supervision.

PROJECT EXPERIENCE

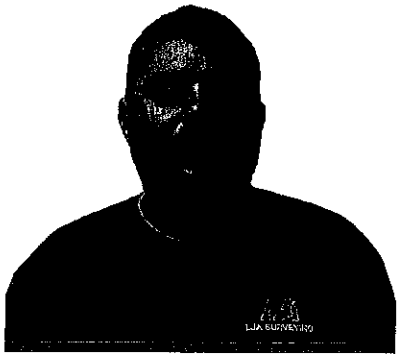
Dutton Lake Subdivision, Baytown, TX – 130-acre tract of land subdivided into three sections. Provided boundary verification of the 130-acre tract, wrote metes and bounds descriptions for subdivision sections as completed, and provided QA/QC of subdivision plats prior to be submitted and filed with the County.

Red Oak 180-Mile Pipeline Project, TX – Reviewed topographic survey data to ensure all information was obtained and clearly shown, as well as performed QA/QC checks of easement plats and descriptions for 100+ tracts spanning the 180-mile project.

Sabine River Authority Pump Station and Pipeline Survey, TX – Performed abstracting for tracts along proposed pipeline route, generated deed sketches for parcel base map ,and field calculations for boundary stakeout. Performed QA/QC checks on all plats and descriptions throughout the project.

Firestone Facility Survey, TX – Performed an ALTA/NSPS survey per the 2016 standards set forth by the Minimum Standard Detail Requirements for ALTA/ACSM land title surveys. Generated deed sketches and calculations for field crews locate property boundary, as well as additional adjoined boundaries to properly re-establish subject boundaries. Provided QA/QC for all drawing submittals for final review and approval the record RPLS.

LaBelle Road Relocation Project, Beaumont, TX – Established existing boundary lines for a portion of LaBelle Road for a proposed taking and widening project. Processed field data and provided QA/QC for all plats and descriptions being provided for the proposed taking.



MATT GRISSOM, SIT

QA/QC

LJA SURVEYING

EDUCATION

Associates Degree, Applied Science in Computer Drafting Technology

PROFESSIONAL CERTIFICATION

Certified Survey Technician I (0715-5120)

OFFICE LOCATION

Beaumont

SUMMARY OF QUALIFICATIONS

Matt Grissom's experience includes ALTA/ACSM land title surveys, large acreage boundary surveys, laser scanning of industrial and petrochemical plant facilities, GIS mapping projects, topographic surveys, pipeline surveys, oil and gas well staking and lease mapping, TxDOT projects, and land title research for complex commercial and industrial boundary surveys.

PROJECT EXPERIENCE

Parkdale Mall Survey, Beaumont, TX – Performed an ALTA/ACSM survey per the 2011 standards set forth by the Minimum Standard Detail Requirements for ALTA/ACSM land title surveys. Coordinated with the field crews to ensure that all areas were captured and made frequent site visits to ensure there were no questions or issues during the field work phase. Generated plats showing all topographic and boundary information for the properties for final review and approval the record RPLS.

South Park Middle School (BISD), Beaumont, TX – Performed a topographic survey of South Park Middle School in Beaumont, as well as all adjacent streets showing drainage around the property. Generated drawing submittals of the topographic survey including all drainage information and went in the field and inspected all drawings after completion to ensure that all information was obtained and correct.

Beaumont Municipal Airport, Beaumont, TX – Performed a topographic survey for taxiway improvement. Generated plats of the topographic survey and met with personnel from Beaumont Municipal Airport to review the plats and drawing to ensure that they had no comments or concerns with the work performed.

Sabine Neches Navigation District, TX – Performed topographic surveys for all existing placement areas. Topographic survey drawings were generated, all volume calculations were figured, and plats were created of the subject sites.

Red Oak 180-Mile Pipeline Project, TX – Reviewed topographic survey data to ensure all information was obtained and clearly shown, as well as performed QA/QC checks of easement plats and descriptions for 100+ tracts spanning the 180-mile project.

NEIL MEANS

CHIEF-OF-CREWS

LJA SURVEYING

OFFICE LOCATION

Beaumont

SUMMARY OF QUALIFICATIONS

Neil Means is a Land Surveyor with over 35 years of experience in many different surveying disciplines. He began his career in the timber industry, steadily advancing through the years to his current role of Party Chief and Chief-of-Crews for LJAS in the Beaumont area. His experience includes surveying for industrial, commercial, government, and private customers.

PROJECT EXPERIENCE

Boundary Survey of 277-Acre Beaumont Municipal Airport, Beaumont, TX – Boundary Survey to locate and delineate the boundary of the Beaumont Municipal Airport, along with all easements affecting the property. The survey showed the limits of airport improvements that are actually in use by the airport in relationship to the overall boundary lines per the vesting deed.

Boundary Survey of 21-Acre Development Tracts, TX – Category 1B standard land boundary survey including performing necessary research of map and deed records, field surveying to locate and delineate the boundaries of the subject tract, marking and flagging all property corners, locating all property improvements and visible easements, performing deed and boundary analysis and computations, and preparing survey plats with the metes and bounds description of the two tracts.

ALTA/ACSM Land Title Survey, TX – Project included ground survey to locate and delineate the property boundary, locate all improvements, visible utilities and easements of record, as well as establishing horizontal and vertical control.

Row Mapping, US 59 at FM 2021, TX – Project included performing a complete boundary survey of existing and proposed ROW to develop parcel descriptions and plats, as well as ROW map. Utilized GPS to establish project control.

City of Beaumont Street and Drainage Improvement, Beaumont, TX – Project included a complete boundary survey to delineate existing ROW, located all above ground and underground utilities, established three high-order benchmark monuments with horizontal and vertical control, and completed a detailed topographic survey along the corridor that extended one block each way. In addition, WORTECH coordinated with the project team to provide full 3D aerial mapping of entire project. High resolution color aerial photography was developed and provided as part of the project deliverables. Utilized GPS to establish control.

Cameron Highway Crude Oil Pipeline Project, El Paso, TX – This project involved the survey and routing of a 24" sweet crude oil pipeline that began 300 miles offshore in the Gulf of Mexico, coming onshore near Sabine Pass, continuing across vast areas of low marsh and grass land prairies in south Jefferson County, and through dense populated urban areas and industrial petrochemical facilities. The total length of the onshore portion of the project that WORTECH was responsible for was approximately 30 miles. Most of the pipeline was installed using open trenching. Where necessary, the pipeline used large boring to cross roadways, streams, waterways, and existing pipelines.

NEIL MEANS
CHIEF-OF-CREWS

Oil Tanking to Huntsman MTBE Pipeline Project, Nederland, TX – This project involved the routing of an 8" MTBE pipeline from Oil Tanking shipping and storage facility in Nederland, Texas, approximately eight miles to the Huntsman/TCP facility in Port Neches, Texas. The route ran through densely populated urban areas and crossed under numerous public roadways, waterways, and existing pipelines requiring permits for local governmental and private entities.

AGL/Golden Triangle Storage Pipeline Project, Jefferson and Orange Counties, TX – This project began with the field survey and staking of the pipeline corridor, meter sites, and utility easements for environmental assessment for two 24" natural gas pipelines running between transmission metering facilities in Orange County to underground storage caverns located at Spindletop oil fields in Jefferson County. The total project length was approximately 22 miles.

Waterline and Drainage Rehabilitation, Beaumont, TX – Project Manager for topographic and boundary surveying of approximately 10 miles of various street ROWs within the City of Beaumont. Managed all field work operation, boundary calculations, and Texas 811 one-call utility locates. Provided client with accurate drawings depicting the street ROWs and topographic features.

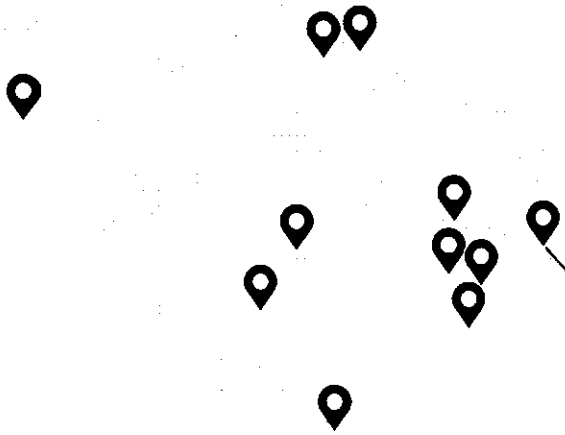
GLO Street Projects, Port Arthur, TX – Project Manager for Texas GLO funded street improvement project. Managed topographic and boundary surveying for various streets within the City of Port Arthur. Provided client with accurate drawings depicting the ROWs and topographic features.

Street Improvements Project, Galveston, TX – Project Manager of topographic and boundary surveying for multiple City of Galveston street improvement projects. Managed all field work operations and boundary calculations to assure accurate data was provided to our engineering staff.

Mill Creek Drainage Project, Hardin County, TX – Project Manager for Mill Creek drainage project. Responsible for establishing primary control network and working control for an approximate 10-mile route along Mill Creek in Hardin County, Texas. Conducted topographic survey along Mill Creek in subject area and conducted boundary survey of each land parcel affected by the creek. Prepared temporary working easements for each parcel along creek in subject area for client.

PERSON AUTHORIZED TO SIGN

Our Principal-in-Charge, Wesley Maxey, RPLS, will be the County's point-of-contact for addressing questions generated during the evaluation process.



BEAUMONT OFFICE

Point-of-Contact
Name: Wesley Maxey, RPLS
Title: Vice President
Address: 2615 Calder Avenue, Suite 500, Beaumont, Texas 77702
Phone Number: 409.291.5357

Any LJA Vice President or person with a title superior are authorized to negotiate for or contractually bind the firm.

CITY OF BEAUMONT ACCESS EASEMENT SURVEY

PROJECT LOCATION
Beaumont, Jefferson County, Texas

Date
February 2020

KEY SERVICES
Boundary Survey
Access Easement

PROJECT DESCRIPTION
LJAS provided an ingress and egress easement plat and description for access across a particular tract of land for the City of Beaumont. We completed abstracting and deed research for the affected tracts prior to field work beginning. Field crews mobilized to the site to locate property corners of affected tracts, as well as survey existing access road location to verify proposed easement location. A survey plat and description was submitted for comments and approvals prior to being signed and sealed.

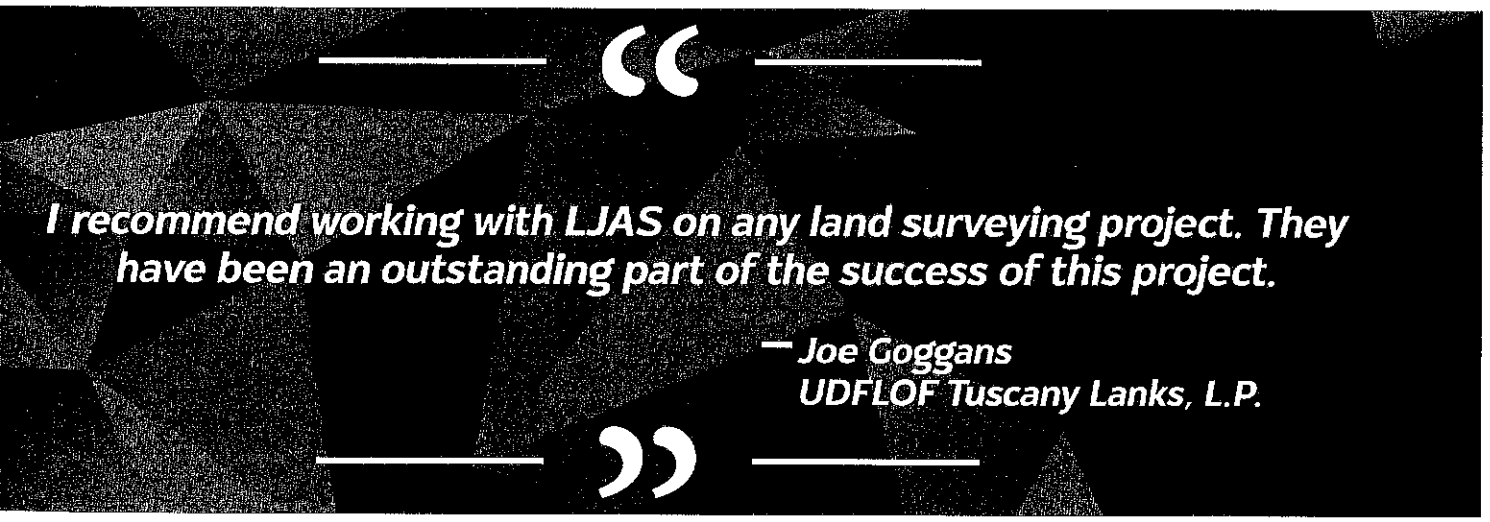
DETAILED SUMMARY OF THE FIRM'S EXPERIENCE IN PROVIDING ELEVATION CERTIFICATES TO GOVERNMENTAL ENTITIES

In 2021 LJA Surveying was selected by Orange County to provide Elevation Certificates for residences selected to be raised above Base Flood Elevation. LJA worked closely with the Orange County Flood Administrator, as well as the Grant Administrator to ensure that all requirements were met and all work completed within a timely manner. LJA has since been contracted to provide interim and final elevation certificates for the sites as they undergo construction. Some additional governmental entities that LJA has provided services to includes:

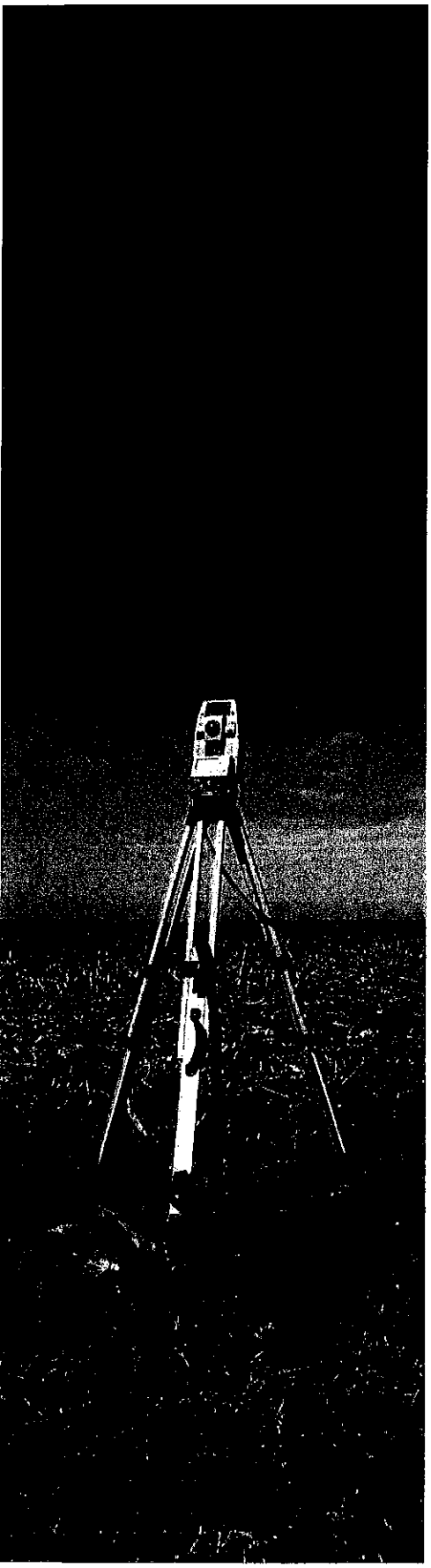
- Jefferson County Drainage District No. 7
- Chambers County
- City of Jasper
- City of Port Neches
- Sabine River Authority
- Hardin County

REASONS WHY LJA IS UNIQUELY QUALIFIED TO PROVIDE SURVEYING SERVICES TO JEFFERSON COUNTY

LJAS is uniquely qualified to provide survey services to Jefferson County due to our close proximity and our experience with other local entities. Please see the above list for other governmental entities LJAS has provided services to in the local area.



UNIQUE SERVICES OFFERED BY THE FIRM



LJAS is an innovative professional surveying and mapping team providing a wide range of geospatial solutions used by engineers, architects, environmental scientists, hydrologists, geoscientists, petroleum engineers, geologists, and others, spanning a diverse market that includes private, municipal, commercial, industrial, and governmental clients throughout Texas. Our core technology includes Global Positioning Systems (GPS), Geographic Information Systems (GIS), Hydrographic Acoustic Imaging, High Definition Terrestrial Laser Scanning and Aerial Imagery, LiDAR, and Remote Sensing. In addition, LJAS utilizes the latest in technology for Subsurface Utility Engineering (SUE) and Surveying to locate underground pipelines, electrical, and fiber optic telecommunication utilities.

Comprehensive services offered by LJAS are listed below:

- **» Elevation Certificates**
- **» Boundary Surveys**
  - » Land Title Surveys
  - » ALTA/NSPS Title Surveys
  - » Legal Descriptions for Deed Records
  - » Easement Descriptions and Exhibits
  - » Subdivision of Land and Platting
  - » Replats and Minor Plats
- **» Design and Topographic Surveys**
  - » Topographic Surveys for Design
  - » Digital Contouring
  - » Digital Planimetrics
  - » Facility and Utility Locations
  - » Detailed As-Built Drawings
- **» Horizontal and Vertical Control**
- **» Construction Staking**
  - » Subdivisions
  - » Streets and Highways
  - » Utilities
  - » Buildings
- **» ROW Maps and Surveys**
- **» LiDAR Mapping with Drones**
- **» Photogrammetry with Drones**
- **» Geodetic Control Surveys**
- **» Land Title Research**
- **» SUE Services (Including Potholing)**

VENDOR REFERENCES FORM

Respondent: Please list at least three (3) companies or governmental agencies (preferably a municipality) where the same or similar products and/or services as contained in this specification package were recently provided.

REQUIRED FORM
Respondent: Please complete this form and include with RFQ submission.

REFERENCE ONE

Government/Company Name: Orange County

Address: 123 South 6th Street, Orange, TX 77630

Contact Person and Title: John Gothia, County Judge

Phone: 409.882.7070 Fax: N/A

Email Address: jgothia@co.orange.tx.us Contract Period: June 2021

Scope of Work: Elevation Certificates for residences to be raised.

REFERENCE TWO

Government/Company Name: Jefferson County Drainage District No. 7

Address: 4401 Ninth Avenue, Port Arthur, Texas 77642

Contact Person and Title: Phil Kelley, General Manager

Phone: 409.985.4369 Fax: 409.983.7564

Email Address: pkelley@dd7.org Contract Period: Ongoing

Scope of Work: Hurricane Protection System Surveys

REFERENCE THREE

Government/Company Name: City of Jasper

Address: 465 S Main Street, Jasper, TX 75951

Contact Person and Title: Greg Kelley, Public Works Director

Phone: 409.384.4651 Fax: N/A

Email Address: gkelley@jaspertx.org Contract Period: September 2021

Scope of Work: Drainage Improvement Projects

VENDOR REFERENCES FORM

Respondent: Please list at least three (3) companies or governmental agencies (preferably a municipality) where the same or similar products and/or services as contained in this specification package were recently provided.

REQUIRED FORM
Respondent: Please complete this form and include with RFQ submission.

REFERENCE ONE

Government/Company Name: City of Port Neches

Address: 1005 Merriman, Port Neches, TX 77651

Contact Person and Title: Taylor Shelton, PE, Public Works Director

Phone: 409.719.4204 Fax: N/A

Email Address: tshelton@ci.port-neches.tx.us Contract Period: January 2022

Scope of Work: Lift Station Survey for Design and Engineering

REFERENCE TWO

Government/Company Name: Sabine River Authority

Address: 12777 Hwy 87 N, Orange, TX 77632

Contact Person and Title: Travis Williams, Water Resources Manager

Phone: 409.746.2192 Fax: 409.746.3780

Email Address: twilliams@sratx.org Contract Period: March 2021

Scope of Work: Service Canal Surveys

REFERENCE THREE

Government/Company Name:

Address:

Contact Person and Title:

Phone: Fax:

Email Address: Contract Period:

Scope of Work:

SECTION 4 » TECHNICAL APPROACH

LJAS will provide all professional land surveying services required to support the elevation certificates required for this program. We have completed similar projects in the past, as illustrated in the following section, and are experienced with the technical approach procedures required for the scope of work. Should the County require special assistance on any task of the work being performed, LJAS will respond with the appropriate resources to satisfy the needs of the county in a timely and professional manner. Our field crews are capable of mobilizing quickly, generally within 24 hours, to provide rapid on-call services to our clients.

1. LJAS will complete elevation certificates in accordance with the instructions published by the Department of Homeland Security Federal Emergency Management Agency and performed in accordance with OMB No. 1660-0008 (expiration November 30, 2022).

2. LJAS will utilize survey-grade GPS equipment to establish a horizontal coordinate location of the subject site to determine latitude and longitude.

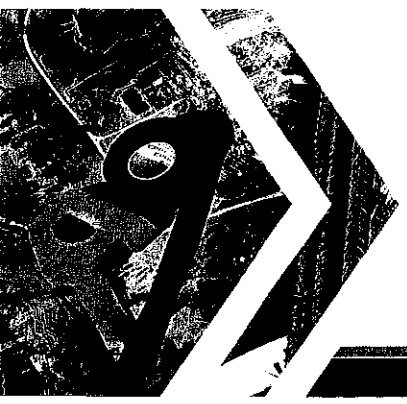
3. All elevations will be referenced to a published NGS monument.

4. All elevations certificates will be completed, reviewed, signed, and sealed by a Registered Professional Land Surveyor (RPLS) in the State of Texas in order to properly execute the certificates.

5. Photographs of the exterior of the structure will be collected at the time of the survey. Typically a photo is collected from all four sides, unless there is inadequate access to obtain a certain angle. Building photographs will be attached as required by the guidelines.

6. LJAS will provide three copies of each certificate, including original signatures and seals, to the County, as well as in digital format if requested.

7. Other special services, if applicable to meet requirements of FEMA and TDEM as outlined in contract award, will be performed.

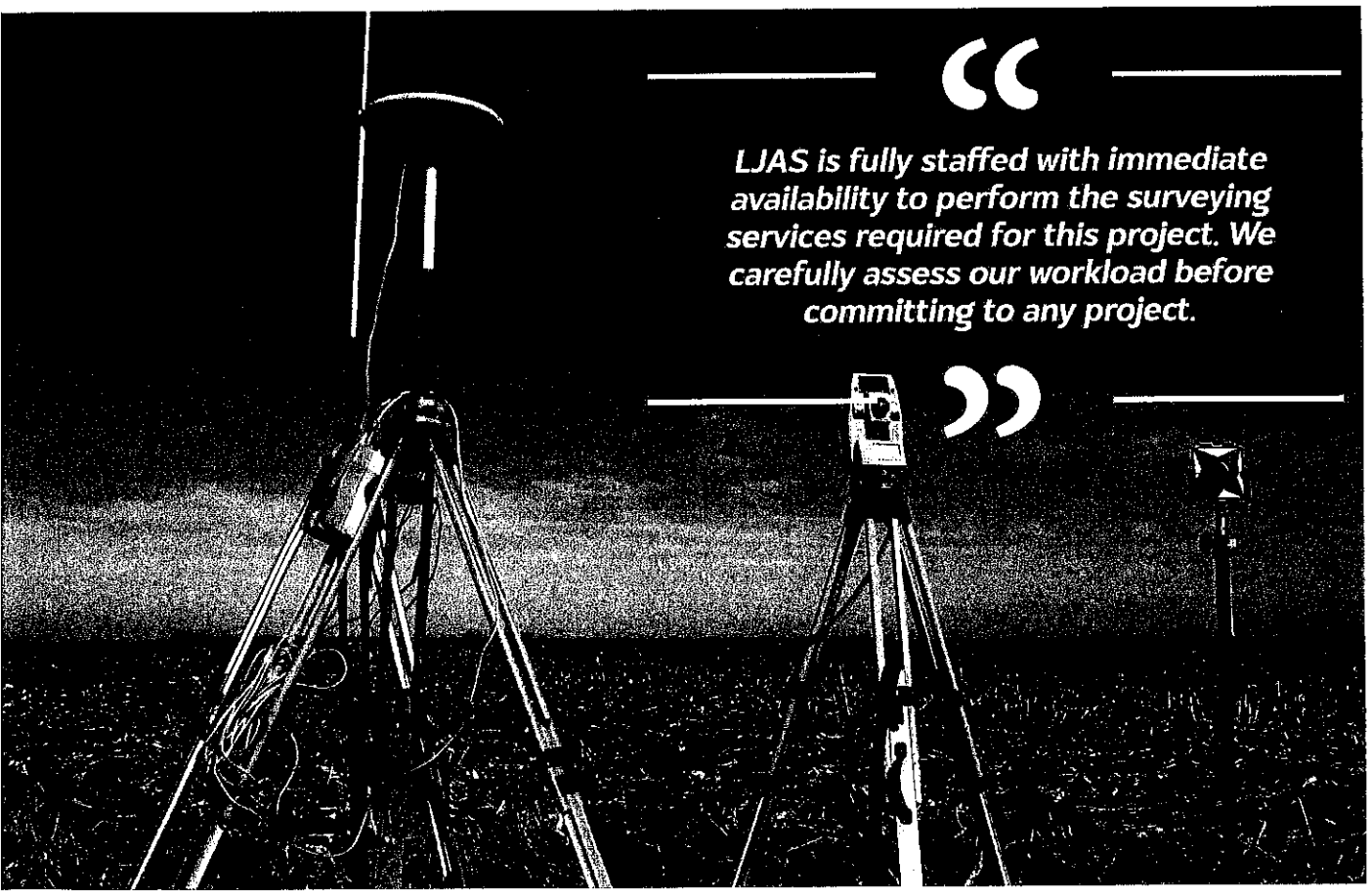


LJAS' strongest asset is our reputation for providing quality services, understanding client needs, and our commitment to developing creative, innovative, and responsible solutions to a wide variety of project challenges.

SECTION 5 » WORKLOAD CAPACITY

With offices located in Beaumont, Houston, Lake Jackson, Deer Park, and other locations around Texas, we are able to efficiently send regional crews to any location within Jefferson County. We carefully assess our project workload before committing to any project. Key members can perform their assigned roles and have made the appropriate time commitment to ensure the successful completion of the County's elevation certificate project. Our Project Managers, Eddie Duckworth, RPLS, and Gary Nutter, RPLS, will closely monitor the availability of resources throughout the project and act quickly to counterbalance any shifts in manpower or resources that could impede progress. We can efficiently accomplish each task and ensure a high-quality project delivery. The team members presented here will be the team that works with the County throughout the contract. The LJAS team staff availability is one of the reasons we will provide timely and successful completion of this project. All work will be signed and sealed by a Registered Professional Land Surveyor or Licensed State Land Surveyor and is designed in accordance with the County's standards and other applicable codes.

The LJAS team is comprised of 28 Registered Professional Land Surveyors, one Certified Photogrammetrist, one GIS Specialist, six Surveyors-in-Training, 14 Certified Survey Technicians, two Professional Engineers, two Licensed Pilots, 34 Field Crews, and numerous support personnel. Although located in offices across the state, our state-of-the-art technology allows any team member to meet with any other member instantaneously to share information regarding the projects. This also allows us to share work in the multiple offices based on the expertise and workload of the regional office.



SECTION 6 » LITIGATIONS

LJA Surveying, Inc. does not currently have any active Ligations.

SECTION 7 » REQUIRED FORMS

JEFFERSON COUNTY PURCHASING DEPARTMENT
Deborah L. Clark, Purchasing Agent

1149 Pearl Street
1st Floor, Beaumont, TX 77701

OFFICE MAIN: (409) 835-8593
FAX: (409) 835-8456

Addendum to RFQ

RFQ NUMBER: RFQ 22-044/MR

RFQ TITLE: Elevation Certificates for Food Pre-Mitigation, Pursuant to Chapter 262, Texas Local Government Code, the County Purchasing Act and 2 CFR Sections 200.318-326

RFQ DUE BY: **11:00 am CT, Wednesday, August 31, 2022**

ADDENDUM NO.: 1

ISSUED (DATE): August 18, 2022

To RFQ Respondent: This Addendum is an integral part of the RFQ package under consideration by you as a Respondent in connection with the subject matter herein identified. Jefferson County deems all sealed qualifications to have been proffered in recognition and consideration of the entire RFQ Specifications Package – *including all addenda*. For purposes of clarification, **receipt of this present Addendum by a Respondent should be evidenced by returning it (signed) as part of the Respondent's sealed RFQ response submission.** If the RFQ response submission has already been received by the Jefferson County Purchasing Department, Respondent should return this addendum in a separate sealed envelope, clearly marked with the RFQ Title, RFQ Number, and RFQ Opening Date and Time, as stated above.

Reason for Issuance of this Addendum:
Vendor Questions

The information included herein is hereby incorporated into the documents of this present RFQ matter and supersedes any conflicting documents or portion thereof previously issued.

Receipt of this Addendum is hereby acknowledged by the undersigned Respondent:

ATTEST:

Witness

Witness

Approved by Date: 8/22/22

Wesley Maxey, RPLS
Authorized Signature (Respondent)

Vice President
Title of Person Signing Above

LJA Surveying, Inc.
Typed Name of Business or Individual

2615 Calder Avenue, Suite 500,
Beaumont, Texas 77702
Address

JEFFERSON COUNTY PURCHASING DEPARTMENT
Deborah L. Clark, Purchasing Agent

1149 Pearl Street
1st Floor, Beaumont, TX 77701

OFFICE MAIN: (409) 835-8593
FAX: (409) 835-8456

August 9, 2022

Request for Statements of Qualifications
(RFQ 22-044/MR) Elevation Certificates for Flood Pre-Mitigation, Pursuant to Chapter 262, Texas Local Government Code, the County Purchasing Act and 2 CFR Section 200.318-326

Jefferson County is seeking submittals from qualified firms to provide professional surveying in accordance with Request for Statements of Qualifications (RFQ 22-044/MR) **Elevation Certificates for Flood Pre-Mitigation, Pursuant to Chapter 262, Texas Local Government Code, the County Purchasing Act and 2 CFR Section 200.318-326**

All interested firms should obtain a "Request for Qualifications" specifications packet from the Jefferson County Purchasing webpage at: https://www.co.jefferson.tx.us/Purchasing/

All submittals shall be evaluated by an Evaluation Committee. This committee will evaluate submissions to this request and select the firm that is most qualified, responsive, and experienced.

Responses are to be sealed and addressed to the Purchasing Agent with the request for qualifications number and name marked on the outside of the envelope or box. All responses shall be submitted with an original and (five) 5 copies, to the Jefferson County Purchasing Department, 1149 Pearl Street, 1st Floor, Beaumont, Texas 77701, no later than 11:00 am CT, Wednesday, August 31, 2022. Jefferson County does not accept responses submitted electronically. Responses will be publicly opened and the names of responding firms will be read aloud in the Jefferson County Engineering Department Conference Room (5th Floor, Historic Courthouse) 1149 Pearl Street, Beaumont, Texas 77701 at the time and date below. Statements of Qualifications received after that time will be considered late and will be returned unopened. Inquiries shall be directed to Mistey Reeves, Assistant Purchasing Agent at 409-835-8593 or mreeves@co.jefferson.tx.us. If no response in 72 hours, contact Deborah Clark, Purchasing Agent at 409-835-8593 or dclark@co.jefferson.tx.us.

REQUEST NAME:	**Elevation Certificates for Flood Pre-Mitigation, Pursuant to Chapter 262, Texas Local Government Code, the County Purchasing Act and 2 CFR Section 200.318-326**
REQUEST NUMBER:	**RFQ 22-044/MR**
DUE DATE/TIME:	**11:00 am CT, Wednesday, August 31, 2022**
MAIL OR DELIVER TO:	**Jefferson County Purchasing Department** **1149 Pearl Street, 1st Floor** **Beaumont, TX 77701**

Jefferson County encourages Disadvantaged Business Enterprises (DBEs), Minority/Women Business Enterprises (M/WBEs), and Historically Underutilized Businesses (HUBs) to participate in the bidding process. Jefferson County does not discriminate on the basis of race, color, national origin, sex, religion, age or disability in employment, or the provisions of services. Individuals requiring special accommodations are requested to contact our office at least seven (7) days prior to the bid due date (at 409-835-8593) to make appropriate arrangements.

All interested firms are invited to submit a proposal in accordance with the terms and conditions stated in this request.

Respondents are strongly encouraged to carefully read the entire invitation, as failure to return and/or complete all required documentation will result in a response being declared as non-responsive.

Sincerely,

Deborah Clark

Deborah L. Clark, Purchasing Agent
Jefferson County, Texas

PUBLISH:
Beaumont Enterprise & Port Arthur News:
August 10th & 17th, 2022
Examiner **August 18, 2022**

TABLE OF CONTENTS

TABLE OF CONTENTS 1
SECTION 1: INTRODUCTION 2
1.1 PURPOSE 2
1.2 PROCEDURE 2
1.3 EVALUATION COMMITTEE 2
1.4 EVALUATION PROCESS 3
1.5 FIRM's SERVICES 3
1.6 LAWS AND REGULATIONS 3
1.7 INSURANCE REQUIREMENTS 3
1.8 WORKER'S COMPENSATION INSURANCE 4
1.9 TERMS AND CONDITIONS 5
INSERTION PAGE: CERTIFICATE OF INSURANCE (COI) 7
SECTION 2: RFQ SUBMISSION REQUIREMENTS AND SPECIAL REQUIREMENTS 8
BYRD ANTI-LOBBYING CERTIFICATION FORM 21
DEBARMENT/SUSPENSION CERTIFICATION 22
CIVIL RIGHTS COMPLIANCE PROVISIONS 23
SECTION 3: RFQ SUBMISSION REQUIREMENTS AND SPECIAL REQUIREMENTS 25
3.1 SUBMISSION OF QUALIFICATIONS 25
3.2 DEADLINE FOR RESONSE SUBMISSIONS/DELIVERY 25
3.3 COURTHOUSE SECURITY 25
3.4 COUNTY HOLIDAYS (2022) 26
3.5 SUBMISSIONS DURING TIME OF INCLEMENT WEATHER, DISASTER, OR EMERGENCY 26
3.6 PRE-PROPOSAL CONFERENCE 26
3.7 QUESTIONS/DEADLINE FOR QUESTIONS 26
3.8 VENDOR REGISTRATION: SAM (SYSTEM FOR AWARD MANAGEMENT) 26
3.9 FORM 1295 SUBMISSION REQUIREMENT (TEXAS ETHICS COMMISSION) 27
SAMPLE FORM 1295 28
INSERTION PAGE: COMPLETED FORM 1295 29
INSERTION PAGE: SYSTEM FOR AWARD MANAGEMENT (SAM) REGISTRATION PROOF 30
3.10 MINIMUM REQUIMENTS: FIRM INFORMATION 31
3.11 ADDITIONAL INFORMATION FOR RESPONSE INCLUSION 31
3.12 CONFIDENTIAL/PROPRIETARY INFORMATION 31
3.13 EVALUATION SCORING CRITERIA 32
RESPONDENT INFORMATION FORM 33
VENDOR REFERENCE FORM 34
SIGNATURE PAGE 35
CERTIFICATION REGARDING LOBBYING 36
DISCLOSURE OF LOBBYING ACTIVITIES 37
CONFLICT OF INTEREST QUESTIONNAIRE 39
LOCAL GOVERNMENT OFFICER – CONFLICT OF INTEREST DISCLOSURE STATEMENT (OFFICE USE ONLY) 41
RESIDENCE CERTIFICATION/TAX FORM 42
HOUSE BILL 89 VERIFICATION 43
SENATE BILL 252 CERTIFICATION 44
RESPONDENT'S CERTIFICATION 45

SECTION 1: INTRODUCTION: REQUEST FOR STATEMENTS OF QUALIFICATION (RFQ 22-044/MR) Elevation Certificates for Flood Pre-Mitigation

1.1 PURPOSE AND SCOPE OF WORK.

Jefferson County is requesting statements of qualifications and experience from all interested surveying firms desiring to provide professional surveying services for the County as the need for these services arises. The range of services to provide will be broad and will involve developing pre-mitigation elevation certificates for homes that will be elevated in Jefferson County. **This RFQ will be utilized to engage firms for future, undefined projects, and an indefinite quantity of surveying services as need arises.**

PROJECT DESCRIPTION

Jefferson County is seeking qualified surveying firm(s) to assist the County by developing pre-mitigation elevation certificates for homes that will be elevated in the Jefferson County Hazard Mitigation Grant Program Elevation Project. Jefferson County intends to enter into an Agreement with one (1) or more prime firm(s) to provide services for the following:

- Develop up to 150 pre-mitigation elevation certificates. The first batch of homes requiring elevation certificates will be up to 4. Subsequent batches of elevation certificates, consisting of 20-40 homes each will be ordered over the next one to two years. *Note: A small percentage of homeowners who will participate in the county elevation project already have elevation certificates, and will not require another elevation certificate, prior to receiving the notice to proceed with the elevation.*

- Firms are to perform all necessary work on all assigned election certificates for each batch of homes, within a thirty (30) day period.

- The awarded firm(s) will be issued a Notice to Proceed for each batch of homes.

MINIMUM REQUIREMENTS

- Minimum of three (3) years' experience of developing elevation certificates.

- Minimum of three (3) years firm and firm ownership/key staff experience in developing elevation certificates.

- Background check, criminal and/or affidavit of no suspensions or criminal actions against owners and or company for non-performance of work.

1.2 PROCEDURE.

Firms are encouraged to submit statements of qualifications and experience to be kept on file in the Jefferson County Purchasing Department. For a given project, the responsible Jefferson County Commissioners' Court will appoint a selection committee, which will evaluate responses and select, in order of preference, a short list of at least three firms. Responses will be ranked on the basis of demonstrated experience, competence, and qualifications. Fees, price, work hours, or any other cost information will not be considered in the development of the short list.

Jefferson County will then enter into negotiations with the highest qualified firm. The negotiations will first establish the scope, terms and conditions, and time limits for the proposed contract. Once agreement is reached between Jefferson County and the selected firm, the County will request a fee proposal from the firm. If agreement is reached, the County will retain the firm and enter into a written contract with it. If an agreement cannot be negotiated with the selected firm, the County will then enter into negotiations with the next most qualified firm. This procedure will continue until agreement is reached and a contract is produced. If the County cannot negotiate an agreement, the procedure will be terminated.

1.3 SELECTION REVIEW COMMITTEE.

Because of the diversity of the departments and activities of the County, Jefferson County Commissioners' Court will appoint the Selection Review Committee for this Request for Qualifications. The Purchasing Agent may appoint a Chairperson and no less than two (2) other members for the committee. Typically, the committee will consist of at least one professional in the task required, a person knowledgeable about procurement practices, and either a representative of the department

requesting the project, or the department executing the project. However, this structure is not binding and subject to change at the discretion of the Purchasing Agent. Other members may be appointed to the Evaluation Committee as necessary and appropriate, but the total number of persons committee shall not exceed five (5) persons. Committee appointments shall be in writing and shall briefly describe the scope of the project and, if necessary, the primary disciplines required to accomplish the project in order to assist the committee in developing a list of firms that might best accomplish the work required. Committee membership and project requirements will vary from project to project. Therefore, a firm rated number one for one project could be considered not qualified or ranked lower on another project.

1.4 EVALUATION PROCESS.

While Jefferson County appreciates a brief, straight-forward, and concise reply; Respondent must fully understand that the evaluation is based on the information provided. Accuracy and completeness are essential. Omissions, ambiguous, and equivocal statements may be construed against the respondent. The RFQ response may be incorporated into any contract which results from this RFQ, and vendor(s) are cautioned not to make claims or statements it is not prepared to commit to contractually. Failure of the vendor to meet such claims will result in a requirement that the vendor provide resources necessary to meet submitted claims.

The Jefferson County Purchasing Department may initiate discussions with selected vendors; however, discussions may not be initiated by vendors.

The Jefferson County Purchasing Department expects to conduct discussions with vendor's representatives authorized to contractually obligate the vendor with an offer. **Vendors shall not contact any Jefferson County personnel during the RFQ process without the express permission from the Jefferson County Purchasing Agent. The Purchasing Agent will disqualify any vendor who has made site visits, contacted Jefferson County personnel, or distributed any literature without authorization from the Jefferson County Purchasing Department.**

All correspondence relating to this RFQ, from advertisement to award shall be sent to the Jefferson County Purchasing Department. All presentations and/or meetings between Jefferson County and the vendor relating to this RFQ shall be coordinated by the Jefferson County Purchasing Department.

Selected vendors may be expected to make a presentation/product demonstration to an Evaluation Committee. Proposals, vendor presentations, and product/service evaluations may develop into negotiating sessions with the vendor(s) as selected by the Evaluation Committee. Jefferson County expects to conduct negotiations with vendor representatives authorized to contractually obligate the vendor with an offer. If vendor is unable to agree to contract terms and conditions, Jefferson County reserves the right to terminate contract negotiations with that vendor and initiate negotiations with another vendor. In addition to a presentation, visits by the Evaluation Committee to representative vendor client sites may be conducted where the proposed solution can be demonstrated in a production environment.

1.5 SURVEYOR FIRM's SERVICES.

A. A description of services that may be utilized under this RFQ includes:
   1. Develop pre-mitigation elevation certificates.

1.6 LAWS AND REGULATIONS.

A. The Surveyor Firm(s) must comply with all laws, ordinances, and rules and regulations which govern the work specified in this contract.

1.7 INSURANCE.

The contractor (including any and all subcontractors as defined in **Section 8.1.3** below) shall, at all times during the term of this contract, maintain insurance coverages with not less than the type and requirements shown below. Such insurance is to be provided at the sole cost of the contractor. These requirements do not establish limits of the contractor's liability.

All policies of insurance shall waive all rights of subrogation against the County, its officers, employees and agents; a copy of the policy wording or endorsement is required.

Contractor shall furnish Jefferson County with Certificate of Insurance naming Jefferson County as additional insured and will provide the actual policy wording or endorsement showing as such.

All insurance must be written by an insurer licensed to conduct business in the State of Texas.

Minimum Insurance Requirements:

Public Liability, including Products & Completed Operations	$1,000,000
Excess Liability	$1,000,000

Property Insurance (policy below that is applicable to this project):

Improvements & Betterments Policy: Improvements/Remodeling (for Lease Tenants)
Builder's Risk Policy: Structural Coverage for Construction Projects
Installation Floater Policy: Improvements/Alterations to Existing Structure

Workers' Compensation Statutory Coverage (**See Section 1.8 Below**)

1.8 WORKER'S COMPENSATION INSURANCE.

1.8.1 Definitions:

1.8.1.1 **Certificate of coverage ("Certificate")** – A copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a coverage agreement, DWC-81, DWC-82, DWC-83, or DWC-84 showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.

1.8.1.2 **Duration of the project** – Includes the time from the beginning of the work on the project until the contractor's/person's work on the project has been completed and accepted by the governmental entity.

1.8.1.3 **Persons providing services on the project ("subcontractor") in article 406.096** – Includes all persons or entities performing all or part of the services under the contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractor, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project. "Services" includes, without limitation, providing, hauling or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

1.8.2 The Contractor shall provide coverage, based on proper reporting of classification code and payroll amounts and filing any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the contractor providing services on the project, for the duration of the project.

1.8.3 The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract – refer **to Section 1.7** above.

1.8.4 If the coverage period shown on the Contractor's current certificate of coverage ends during the duration of the project, the Contractor must, prior to the end of the coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been extended.

1.8.5 The Contractor shall obtain from each person providing services on a project, and provide to the governmental entity:

1.8.5.1 A certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project; and

1.8.5.2 No later than seven (7) days after receipt by the Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate ends during the duration of the project.

1.8.6 The Contractor shall retain all required certificates of coverage for the duration of the project and for one (1) year thereafter.

1.8.7 The Contractor shall notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.

1.8.8 The Contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Department of Workers' Compensation, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.

1.8.9 The Contractor shall contractually require each person with whom it contracts to provide services on a project to:

1.8.9.1 Provide coverage, based on reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all its employees providing services on the project, for the duration of the project.

1.8.9.2 Provide to the Contractor, prior to that person beginning work on the project a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project.

1.8.9.3 Provide the Contractor, prior to the end of coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.

1.8.9.4 Obtain from each person with whom it contracts, and provide to the Contractor:

1.8.9.4.1 A certificate of coverage, prior to the other person beginning work on the project; and

1.8.9.4.2 the coverage period, if the coverage period shown on the current certificate of a new certificate of coverage showing extension of coverage, prior to the end of coverage ends during the duration of the project.

1.8.9.5 Retain all required certificates of coverage on file for the duration of the project and for one (1) year thereafter.

1.8.9.6 Notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and

1.8.9.7 Contractually require each person with whom it contracts to perform as required by paragraphs **1.8.1. – 1.8.7**., with the certificates of coverage to be provided to the person for whom they are providing services.

1.8.10 By signing this contract or providing or causing to be provided a certificate of coverage, the Contractor is representing to the governmental entity that all employees of the contractor who will provide services of the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

1.8.11 The Contractor's failure to comply with any of these provisions is a breach of contract by the Contractor which entitles the governmental entity to declare the contract void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the governmental entity.

1.9 TERMS AND CONDITIONS.

1. Jefferson County reserves the right to request clarification of information submitted and to request additional information of one or more respondents.

2. Any agreement or contract resulting from this RFQ shall be on forms approved by Jefferson County and shall contain, at minimum, applicable provisions of this document. Jefferson County reserves the right to reject any

agreement that does not conform to this document and any County requirements and contracts.

3. The Surveyor shall not assign any interest in the contract and shall not transfer any interest in the same without prior written consent of the County.

4. No reports, information, or data given to or prepared by the Surveyor under contract shall be made available to any individual or organization by the Surveyor without the prior written approval of the County.

RESPONDENT: INSERT COPY OF CERTIFICATE OF INSURANCE (COI) BEHIND THIS PAGE.

Note: For RFQ response submission purposes, a general COI will suffice. However, a COI that includes the notation that "Jefferson County as an additional insured" will be required from Awarded Respondent(s) prior to the issuance of a Purchase Order.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 6/16/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER: Greyling Insurance Brokerage 3780 Mansell Road, Suite370 Alpharetta, GA 30022	CONTACT NAME: Jerry Noyola PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: jerry.noyola@greyling.com
INSURED: LJA Engineering, Inc. **Additional Named Insureds Below 3600 W Sam Houston Parkway S Suite 600 Houston TX 77042	INSURER(S) AFFORDING COVERAGE / NAIC # INSURER A: Hartford Casualty Insurance Company — 29424 INSURER B: Argonaut Insurance Company — 19801 INSURER C: Texas Mutual Insurance Company — 22945 INSURER D: Hartford Fire Insurance Company — 19682 INSURER E: Lexington Insurance Company — 19437 INSURER F:

COVERAGES **CERTIFICATE NUMBER:** 68777498 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	✓ COMMERCIAL GENERAL LIABILITY			61UUNOL5145	9/1/2021	9/1/2022	EACH OCCURRENCE	$1,000,000
	☐ CLAIMS-MADE ✓ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$1,000,000
							MED EXP (Any one person)	$10,000
							PERSONAL & ADV INJURY	$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$2,000,000
	☐ POLICY ✓ PRO-JECT ✓ LOC						PRODUCTS - COMP/OP AGG	$2,000,000
	☐ OTHER:							$
D	AUTOMOBILE LIABILITY			61UENOL5146P4	9/1/2021	9/1/2022	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
	✓ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	✓ HIRED AUTOS ONLY ✓ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
	✓ BI/PD Ded: $10,000							$
A	✓ UMBRELLA LIAB ✓ OCCUR			61XHUOL5147P4	9/1/2021	9/1/2022	EACH OCCURRENCE	$10,000,000
	☐ EXCESS LIAB ☐ CLAIMS-MADE				9/1/2021	9/1/2022	AGGREGATE	$10,000,000
	☐ DED ✓ RETENTION $10,000							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WC928788620044	9/1/2021	9/1/2022	✓ PER STATUTE ☐ OTH-ER	
C	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N	N/A		0002002511 (TX)	9/1/2021	9/1/2022	E.L. EACH ACCIDENT	$1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$1,000,000
							E.L. DISEASE - POLICY LIMIT	$1,000,000
E	Professional Liab			031565496	9/1/2021	9/1/2022	Per Claim $5,000,000 Aggregate $5,000,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE:

CERTIFICATE HOLDER

LJA Engineering, Inc.
3600 W Sam Houston Parkway S;Suite 600
Houston TX 77042

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Matias Ormaza

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AGENCY CUSTOMER ID: _____

LOC #: _____

ACORD®

ADDITIONAL REMARKS SCHEDULE

Page ____ of ____

AGENCY		NAMED INSURED
Greyling Insurance Brokerage		LJA Engineering, Inc. **Additional Named Insureds Below 3600 W Sam Houston Parkway S Suite 600 Houston TX 77042
POLICY NUMBER		
CARRIER	NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** Certificate of Liability (03/16)

HOLDER: LJA Engineering, Inc.

ADDRESS: 3600 W Sam Houston Parkway S;Suite 600 Houston TX 77042

Additional Named Insureds:

Berg-Oliver Associates, Inc.; 14701 St. Mary's Lane, Suite 400; Houston, TX 77079

Horizon Environmental Services, Inc.; 1507 South IH 35; Austin, TX 78741

LJA Infrastructure, Inc.; 3600 W Sam Houston Pkwy S, Suite 150; Houston, TX 77042

LJA Rail, LLC; 3600 W Sam Houston Pkwy S, Suite 150; Houston, TX 77042

LJA Surveying, Inc.; 3600 W Sam Houston Pkwy S, Suite 175; Houston, TX 77042

LJA Builds, Inc.; 3600 W Sam Houston Pkwy S, Suite 150; Houston, TX 77042

LJA Environmental Services, LLC; 14701 St. Mary's Lane, Suite 400; Houston, TX 77042

LJA Program Management, LLC (fka Ramos Consulting, LLC); 6720 Vaught Ranch Road, Suite 140, Austin, TX 78730

KDM Acquisition Services, Inc. 3600 W Sam Houston Pkwy S, Suite 600; Houston, TX 77042

LJA Energy, Inc 3600 W Sam Houston Pkwy S, Suite 600; Houston, TX 77042

LJA Telecom, Inc. (fka GXT, Inc. or GXT, Ltd.) 2700 La Frontera Boulevard Suite 150 Round Rock, TX 78681

Paragon Consulting Group, Inc. 350 Airport Rd, Griffin, GA 30224

General Liability Maximum Annual Aggregate limit $10,000,000

All policies listed (except for Work Comp and Professional Liability) include an automatic Additional

Insured that provides Additional Insured status to the Certificate Holder only when there is a written

contract that requires such status, and only regarding work performed on behalf of the named insured per

policy forms HG0001 09/16 (GL - includes ongoing operations and products-completed operations) ; HA9916 03/12 (AL); XL0003

09/16 (UL).

Coverage provided on the General and Auto Liability is primary and non-contributory if

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ATTACHMENT

AGENCY CUSTOMER ID: _____

LOC #: _____

ACORD®

ADDITIONAL REMARKS SCHEDULE

Page ____ of ____

AGENCY		NAMED INSURED
Greyling Insurance Brokerage		LJA Engineering, Inc. **Additional Named Insureds Below 3600 W Sam Houston Parkway S Suite 600 Houston TX 77042
POLICY NUMBER		
CARRIER	NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** Certificate of Liability (03/16)

HOLDER: LJA Engineering, Inc.

ADDRESS: 3600 W Sam Houston Parkway S,Suite 600 Houston TX 77042

required by a

written contract executed prior to a loss.

All policies listed provide a Blanket Waiver of Subrogation when required by written contract executed

prior to a loss per policy forms HG0001 09/16 (GL); HA9916 03/12 (Auto); XL0003 09/16 (UL); and WC420304B

(WC).

All policies listed include an endorsement providing that 30 days notice of cancellation for reasons other

than nonpayment of premium and 10 days notice of cancellation for non-payment of premium will be given to

the Certificate Holder by the Insurance Company, if required by written contract.

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ATTACHMENT

SECTION 2: FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) MANDATED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY UNDER FEDERAL AWARDS REQUIRED BY 2 C.F.R. §200.326 APPENDIX II TO 2 CFR §200

(REVISED JUNE 2022)

REMEDIES

(For all awarded contracts with a value greater than $150,000.00)

Any violation or breach of terms of this contract on the part of the Contractor or the Contractor's subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this contract. The duties and obligations imposed by the contract documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. Any violation or breach of terms of this contract of the Contractor or the Contractor's sub-contractors will be subject to the remedies, including liquidated damages, described in the bid specifications or Request for Proposal and the Client rules and regulations and special conditions which are incorporated herein by reference in their entirety.

TERMINATION FOR CAUSE AND CONVENIENCE

(For all awarded contracts with a value greater than $10,000.00)

The Client reserves the right to terminate this contract for cause or convenience pursuant to the rules and regulations and special conditions which are incorporated herein by reference in their entirety.

EQUAL EMPLOYMENT OPPORTUNITY

(For all awarded contracts that meet the definition of "federally assisted construction contract" provided in 41 CFR Part 60-1.3) ***Contractor must complete enclosed certification***

During the performance of this contract, the contractor agrees as follows:

1. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:
Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this non-discrimination clause.

2. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

3. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

4. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

6. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation

to ascertain compliance with such rules, regulations, and orders.

7. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

8. The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

DAVIS-BACON ACT AND COPELAND "ANTI-KICKBACK" ACT

(The Davis-Bacon Act only applies to the Emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant Program. It DOES NOT apply to other FEMA grant and cooperative agreement programs, including the Public Assistance Program.

1. ***Minimum wages.***

   i. All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 193 7 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage dete1mination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

   Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1 (b)(2) of the

Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(l)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in §5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided,* that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(l)(ii) of this section) and the Davis Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

ii. (A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination, and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

2) The classification is utilized in the area by the construction industry; and

3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions , including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D)The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(l)(ii) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

i. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

ii. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided,* That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account asset for the meeting of obligations under the plan or program.

2. ***Withholding.***

The Federal Agency and/or Client shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 193 7 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the (Agency) may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. ***Payrolls and basic records.***

i. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section I (b) (2) (B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(l)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section I(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

ii. (A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the federal agency if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to the federal agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee *(e.g.,* the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at *http://www.dol.gov/esa/whd(forms/wh347instr.htm* or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the federal agency if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit them to the applicant, sponsor, or owner, as the case may be, for transmission to the federal agency, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, sponsor, or owner). (B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

1) That the payroll for the payroll period contains the information required to be provided under §5.5 (a) (3) (ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a) (3) (i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

i. The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section section available for inspection, copying, or transcription by authorized representatives of the federal agency or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. ***Apprentices and trainees.***

i. ***Apprentices.*** Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractors registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

ii. ***Trainees.*** Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in

accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

iii. ***Equal employment opportunity.*** The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

5. ***Compliance with Copeland Act requirements.***

The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

6. ***Subcontracts.***

The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a) (l) through (10) and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

7. ***Contract termination: debarment.***

A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. ***Compliance with Davis-Bacon and Related Act requirements.***

All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. ***Breach.***

A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

10. ***Disputes concerning labor standards.***

Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

11. ***Certification of eligibility.***

1) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis Bacon Act or 29 CFR 5.12(a)(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)(l).

3) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

(For all awarded contracts related to "mechanics and laborers" with a value greater than $100,000.00)

1) **Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
2) **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of $27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.
3) **Withholding for unpaid wages and liquidated damages.** The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.
4) **Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT

(This requirement **does not apply** to the Public Assistance, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households - Other Needs Assistance Grant Program, as FEMA awards under these programs do not meet the definition of "funding agreement." If FEMA federal award meets definition of "funding agreement" under 37 CFR §401.2(a), for all awarded contracts related to experimental, developmental, or research work type contracts)

(a) Definitions

(1) *Invention* means any invention or discovery which is or may be patentable or otherwise protectable under Title 35 of the United States Code, or any novel variety of *et seq.).*
(2) *Subject invention* means any invention of the *contractor* conceived or first actually reduced to practice in the performance of work under this *contract,* provided that in the case of a variety of plant, the date of determination (as defined in section 41(d) of the Plant Variety Protection Act, 7 U.S.C. 2401 (d)) must also occur during the period of *contract* performance.
(3) *Practical Application* means to manufacture in the case of a composition or product, to practice in the case of a process or method, or to operate in the case of a machine or system; and, in each case, under such conditions as to establish that the invention is being utilized and that its benefits are, to the extent permitted by law or government regulations, available to the public on reasonable terms.
(4) *Made* when used in relation to any invention means the conception or first actual reduction to practice of such invention.
(5) *Small Business Firm* means a small business concern as defined at section 2 of Pub. L. 85-536 (15 U.S.C. 632) and implementing regulations of the Administrator of the Small Business Administration. For the purpose of this clause, the size standards for small business concerns involved in government procurement and subcontracting at 13 CFR 121.3-8 and 13 CFR 121.3- 12, respectively, will be used.

(6) *Nonprofit Organization* means a university or other institution of higher education or an organization of the type described in section 501 (c) (3) of the Internal Revenue Code of 1954 (26 U.S.C. 501(c) and exempt from taxation under section 501(a) of the Internal Revenue Code (25 U.S.C. 501(a)) or any nonprofit scientific

or educational organization qualified under a state nonprofit organization statute.

(b) Allocation of Principal Rights

The *Contractor* may retain the entire right, title, and interest throughout the world to each subject invention subject to the provisions of this clause and 35 U.S.C. 203. With respect to any subject invention in which the *Contractor* retains title, the Federal government shall have a nonexclusive, non-transferable, irrevocable, paid-up license to practice or have practiced for or on behalf of the United States the subject invention throughout the world.

(c) Invention Disclosure, Election of Title and Filing of Patent Application by *Contractor*

(1) The *contractor* will disclose each subject invention to the *Federal Agency* within two months after the inventor discloses it in writing to *contractor* personnel responsible for patent matters. The disclosure to the agency shall be in the form of a written report and shall identify the *contract* under which the invention was made and the inventor(s). It shall be sufficiently complete in technical detail to convey a clear understanding to the extent known at the time of the disclosure, of the nature, purpose, operation, and the physical, chemical, biological or electrical characteristics of the invention. The disclosure shall also identify any publication, on sale or public use of the invention and whether a manuscript describing the invention has been submitted for publication and, if so, whether it has been accepted for publication at the time of disclosure. In addition, after disclosure to the *agency,* the *Contractor* will promptly notify the *agency* of the acceptance of any manuscript describing the invention for publication or of any on sale or public use planned by the *contractor.*

(2) The *Contractor* will elect in writing whether or not to retain title to any such invention by notifying the *Federal agency* within two years of disclosure to the *Federal agency.* However, in any case where publication, on sale or public use has initiated the one-year statutory period wherein valid patent protection can still be obtained in the United States, the period for election of title may be shortened by the *agency* to a date that is no more than 60 days prior to the end of the statutory period.

(3) The *contractor* will file its initial patent application on a subject invention to which it elects to retain title within one year after election of title or, if earlier, prior to the end of any statutory period wherein valid patent protection can be obtained in the United States after a publication, on sale, or public use. The *contractor* will file patent applications in additional countries or international patent offices within either ten months of the corresponding initial patent application or six months from the date permission is granted by the Commissioner of Patents and Trademarks to file foreign patent applications where such filing has been prohibited by a Secrecy Order.

(4) Requests for extension of the time for disclosure, election, and filing under subparagraphs (1), (2), and (3) may, at the discretion of the *agency,* be granted.

(d) Conditions When the Government May Obtain Title

The *contractor* will convey to the *Federal agency,* upon written request, title to any subject invention-

(1) If the *contractor* fails to disclose or elect title to the subject invention within the times specified in (c), above, or elects not to retain title; provided that the *agency* may only request title within 60 days after learning of the failure of the *contractor* to disclose or elect within the specified times.

(2) In those countries in which the *contractor* fails to file patent applications within the times specified in (c) above; provided, however, that if the *contractor* has filed a patent application in a country after the times specified in (c) above, but prior to its receipt of the written request of the *Federal agency,* the *contractor* shall continue to retain title in that country.

(3) In any country in which the *contractor* decides not to continue the prosecution of any application for, to pay the maintenance fees on, or defend in reexamination or opposition proceeding on, a patent on a subject invention.

(e) Minimum Rights to *Contractor* and Protection of the *Contractor* Right to File

(1) The *contractor* will retain a nonexclusive royalty-free license throughout the world in each subject invention to which the Government obtains title, except if the *contractor* fails to disclose the invention within the times specified in (c), above. The *contractor's* license extends to its domestic subsidiary and affiliates, if any, within the corporate structure of which the *contractor* is a party and includes the right to grant sublicenses of the same scope to the extent the *contractor* was legally obligated to do so at the time the *contract* was awarded. The license is transferable only with the approval of the *Federal* to which the invention pertains.

(2) The *contractor's* domestic license may be revoked or modified by the *funding Federal agency* to the extent necessary to achieve expeditious practical application of the subject invention pursuant to an application for an exclusive license submitted in accordance with applicable provisions at 37 CFR part 404 and *agency*

licensing regulations (if any). This license will not be revoked in that field of use or the geographical areas in which the *contractor* has achieved practical application and continues to make the benefits of the invention reasonably accessible to the public. The license in any foreign country may be revoked or modified at the discretion of the *funding Federal agency* to the extent the *contractor,* its licensees, or the domestic subsidiaries or affiliates have failed to achieve practical application in that foreign country.

(3) Before revocation or modification of the license, the *funding Federal agency* will furnish the *contractor* a written notice of its intention to revoke or modify the license, and the *contractor* will be allowed thirty days (or such other time as may be authorized by the *funding Federal agency* for good cause shown by the *contractor)* after the notice to show cause why the license should not be revoked or modified. The *contractor* has the right to appeal, in accordance with applicable regulations in 37 CFR part 404 and *agency* regulations (if any) concerning the licensing of Government-owned inventions, any decision concerning the revocation or modification of the license.

(f) *Contractor* Action to Protect the Government's Interest

(1) The *contractor* agrees to execute or to have executed and promptly deliver to the *Federal agency* all instruments necessary to

(i) establish or confirm the rights the Government has throughout the world in those subject inventions to which the *contractor* elects to retain title, and

(ii) convey title to the *Federal agency* when requested under paragraph (d) above and to enable the government to obtain patent protection throughout the world in that subject invention.

(2) The *contractor* agrees to require, by written agreement, its employees, other than clerical and nontechnical employees, to disclose promptly in writing to personnel identified as responsible for the administration of patent matters and in a format suggested by the *contractor* each subject invention made under *contract* in order that the *contractor* can comply with the disclosure provisions of paragraph (c), above, and to execute all papers necessary to file patent applications on subject inventions and to establish the government's rights in the subject inventions. This disclosure format should require, as a minimum, the information required by (c) (l), above. The *contractor* shall instruct such employees through employee agreements or other suitable educational programs on the importance of reporting inventions in sufficient time to permit the filing of patent applications prior to U.S. or foreign statutory bars.

(3) The *contractor* will notify the *Federal agency* of any decisions not to continue the prosecution of a patent application, pay maintenance fees, or defend in a reexamination or opposition proceeding on a patent, in any country, not less than thirty days before the expiration of the response period required by the relevant patent office.

(4) The *contractor* agrees to include, within the specification of any United States patent applications and any patent issuing thereon covering a subject invention, the following statement, "This invention was made with government support under (identify the *contract)* awarded by (identify the Federal agency). The government has certain rights in the invention."

(g) Subcontracts

(1) The *contractor* will include this clause, suitably modified to identify the parties, in all subcontracts, regardless of tier, for experimental, developmental or research work. The subcontractor will retain all rights provided for the *contractor* in this clause, and the *contractor* will not, as part of the consideration for awarding the subcontract, obtain rights in the subcontractor's subject inventions.

(2) In the case of subcontracts, at any tier, when the prime award with the Federal agency was a contract (but not a grant or cooperative agreement), the *agency,* subcontractor, and the contractor agree that the mutual obligations of the parties created by this clause constitute a contract between the subcontractor and the Federal agency with respect to the matters covered by the clause; provided, however, that nothing in this paragraph is intended to confer any jurisdiction under the Contract Disputes Act in connection with proceedings under paragraph (i) of this clause.

(h) Reporting on Utilization of Subject Inventions

The *Contractor* agrees to submit on request periodic reports no more frequently than annually on the utilization of a subject invention or on efforts at obtaining such utilization that are being made by the *contractor* or its licensees or assignees. Such reports shall include information regarding the status of development, date of first commercial sale or use, gross royalties received by the contractor, and such other data and information as the *agency* may reasonably specify. The *contractor* also agrees to provide additional reports as may be requested by the *agency* in connection with

any march-in proceeding undertaken by the *agency* in accordance with paragraph (i) of this clause. As required by 35 U.S.C. 202(c) (5), the *agency* agrees it will not disclose such information to persons outside the government without permission of the *contractor.*

(i) Preference for United States Industry

Notwithstanding any other provision of this clause, the *contractor* agrees that neither it nor any assignee will grant to any person the exclusive right to use or sell any subject inventions in the United States unless such person agrees that any products embodying the subject invention or produced through the use of the subject invention will be manufactured substantially in the United States. However, in individual cases, the requirement for such an agreement may be waived by the *Federal agency* upon a showing by the *contractor* or its assignee that reasonable but unsuccessful efforts have been made to grant licenses on similar terms to potential licensees that would be likely to manufacture substantially in the United States or that under the circumstances domestic manufacture is not commercially feasible.

(j) March-in Rights

The *contractor* agrees that with respect to any subject invention in which it has acquired title, the *Federal agency* has the right in accordance with the procedures in 37 CFR 401.6 and any supplemental regulations of the *agency* to require the *contractor,* an assignee or exclusive licensee of a subject invention to grant a nonexclusive, partially exclusive, or exclusive license in any field of use to a responsible applicant or applicants, upon terms that are reasonable under the circumstances, and if the *contractor,* assignee, or exclusive licensee refuses such a request the *Federal agency* has the right to grant such a license itself if the *Federal agency* determines that:

(1) Such action is necessary because the *contractor* or assignee has not taken or is not expected to take within a reasonable time, effective steps to achieve practical application of the subject invention in such field of use.

(2) Such action is necessary to alleviate health or safety needs which are not reasonably satisfied by the *contractor,* assignee or their licensees;

(3) Such action is necessary to meet requirements for public use specified by Federal regulations and such requirements are not reasonably satisfied by the *contractor,* assignee or licensees; or

(4) Such action is necessary because the agreement required by paragraph (i) of this clause has not been obtained or waived or because a licensee of the exclusive right to use or sell any subject invention in the United States is in breach of such agreement.

(k) Special Provisions for *Contracts* with Nonprofit Organizations If the *contractor* is a nonprofit organization, it agrees that:

(1) Rights to a subject invention in the United States may not be assigned without the approval of the *Federal agency,* except where such assignment is made to an organization which has as one of its primary functions the management of inventions, provided that such assignee will be subject to the same provisions as the *contractor;*

(2) The *contractor* will share royalties collected on a subject invention with the inventor, including Federal employee co-inventors (when the agency deems it appropriate) when the subject invention is assigned in accordance with 35 U.S.C. 202(e) and 37 CFR 401.10;

(3) The balance of any royalties or income earned by the *contractor* with respect to subject inventions, after payment of expenses (including payments to inventors) incidental to the administration of subject inventions, will be utilized for the support of scientific research or education; and

(4) It will make efforts that are reasonable under the circumstances to attract licensees of subject invention that are small business firms and that it will give a preference to a small business firm when licensing a subject invention if the *contractor* determines that the small business firm has a plan or proposal for marketing the invention which, if executed, is equally as likely to bring the invention to practical application as any plans or proposals from applicants that are not small business firms; provided, that the *contractor* is also satisfied that the small business firm has the capability and resources to carry out its plan or proposal. The decision whether to give a preference in any specific case will be at the discretion of the *contractor.* However, the *contractor* agrees that the Secretary applicants, and the *contractor* will negotiate changes to its licensing policies, procedures, or practices with the Secretary when the Secretary's review discloses that the *contractor* could take reasonable steps to implement more effectively the requirements of this paragraph (k)(4).

(l) Communication

Any communications to be given hereunder by either party to the other shall be deemed to be duly given if set forth in writing and personally delivered or sent by mail, registered or certified, postage prepaid with return receipt requested, as follows:

_____

_____

_____

_____

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 LJA Surveying, Inc. certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Wesley Maxey, RPLS, Vice President

Name and Title of Contractor's Authorized Official

8/22/22

Date

REQUIRED FORM
Bidder: Please complete this form and include with bid submission.

DEBARMENT/SUSPENSION CERTIFICATION

Non-Federal entities and contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, Debarment and Suspension (1986) and Executive Order 12689, Debarment and Suspension (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (No procurement Debarment and Suspension).

This requirement applies to all FEMA grant and cooperative agreement programs.

Federal Executive Order (E .O.) 12549 "Debarment" requires that all contractors receiving individual awards, using federal funds, and all sub recipients certify that the organization and its principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from doing business with the Federal Government. By signing this document, you certify that your organization and its principals are not debarred. Failure to comply or attempts to edit this language may disqualify your bid. Information on debarment is available at the following websites: www.sam.gov and https://acguisition.qov/far/index.html see section 52.209-6.

The Contractor LJA Surveying, Inc. certifies or affirms by your signature that neither you nor your principal is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

Signature of Contractor's Authorized Official

Wesley Maxey, RPLS, Vice President

Name and Title of Contractor's Authorized Official

8/22/22

Date

REQUIRED FORM
Bidder: Please complete this form and include with bid submission.

CIVIL RIGHTS COMPLIANCE PROVISIONS

1. EQUAL EMPLOYMENT OPPORTUNITY (Equal Opportunity Clause)

(For all awarded contracts that meet the definition of "federally assisted construction contract" provided in 41 CFR Part 60-1.3)

During the performance of this contract, the contractor agrees as follows:

1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

   Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or order this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

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

Wesley Maxey, RPLS, Vice President

Name and Title of Contractor's Authorized Official

8/22/22

Date

REQUIRED FORM
Bidder: Please complete this form and include with bid submission.

SECTION 3: RFQ SUBMISSION INSTRUCTIONS AND SPECIAL REQUIREMENTS

The following requirements and instructions **supersede** General Requirements where applicable.

3.1 SUBMISSION OF QUALIFICATIONS.

Each Respondent shall ensure that required parts of the RFQ response are completed with accuracy and submitted as per the requirements within this specifications packet, including any addenda.

Responses must be submitted in complete original form by mail or messenger to the following address:

Jefferson County Purchasing Department
1149 Pearl Street, 1st Floor
Beaumont, TX 77701

Respondent shall submit response in a tightly sealed opaque envelope or box, plainly marked "SEALED RFQ RESPONSE." The outside of the envelope of box shall also include the RFQ Number, RFQ Name, RFQ Due Date, and the Respondent's Name and Address; and shall be addressed to the Purchasing Agent.

The County requests that response submissions NOT be bound by staples or glued spines.

Respondent is responsible for submitting: One (1) original and five (5) response copies; with all copies to include a completed copy of this specifications packet, in its entirety.

Respondent shall monitor the Jefferson County Purchasing Department Website for any addenda, additional instructions, or RFQ updates. https://www.co.jefferson.tx.us/Purchasing/

Failure to return all required documentation will result in a response being declared as non-responsive.

3.2 DEADLINE FOR RESPONSE SUBMISSIONS/DELIVERY.

All submissions must be received by 11:00 am CT, Wednesday, August 31, 2022

RFQ responses will be accepted at the above address until the time and date specified herein, and immediately after will be publicly opened and read aloud.

Late responses will not be accepted and will be returned unopened to the Respondent.

Jefferson County will not accept any responsibility for responses being delivered by third party carriers.

Jefferson County shall not be responsible for any effort or cost expended in the preparation of a response to this RFQ.

All responses submitted in response to this invitation shall become the property of Jefferson County and will be a matter of public record available for review.

All protests should be coordinated through the Purchasing Office prior to award recommendation to Commissioners' Court.

Please direct questions to **Mistey Reeves, Assistant Purchasing Agent** at 409-835-8593 or e-mail at: mreeves@co.jefferson.tx.us.

3.3 COURTHOUSE SECURITY.

All visitors to the Courthouse must pass through Security. Respondents planning to hand deliver their RFQ response must allow time to get through Security, as a delay in entering the Courthouse will not be accepted as an excuse for late submittal. Mondays and Tuesdays are particularly heavy days.

In response to the Covid-19 pandemic, Jefferson County has implemented precautionary measures recommended by the CDC within its facilities. Visitors to the courthouse will be required to wear a mask within the courthouse.

Respondents are strongly urged to plan accordingly.

3.4 COUNTY HOLIDAYS (2022).

January 17, 2022	Martin Luther King, Jr. Day	Monday
February 21, 2022	President's Day	Monday
April 15, 2022	Good Friday	Friday
May 30, 2022	Memorial Day	Monday
July 4, 2022	Independence Day	Monday
September 5, 2022	Labor Day	Monday
November 11, 2022	Veteran's Day	Friday
November 24 & 25, 2022	Thanksgiving	Thursday & Friday
December 23 & 26, 2022	Christmas	Friday & Monday
January 2, 2023	New Year's	Monday

3.5 SUBMISSIONS DURING TIME OF INCLEMENT WEATHER, DISASTER, OR EMERGENCY.

In case of inclement weather or any other unforeseen event causing the County to close for business on the date of a bid/proposal/statement of qualifications submission deadline, the RFQ closing will automatically be postponed until the next business day that County offices are open to the public. Should inclement weather conditions or any other unforeseen event cause delays in courier service operations, the County may issue an addendum to all known vendors interested in the project to extend the deadline. It will be the responsibility of the vendor to notify the county of their interest in the project should these conditions impact their ability to submit a bid/proposal/statement of qualifications submission before the stated deadline. The County reserves the right to make the final judgement call to extend any deadline.

Should an emergency or unanticipated event interrupt normal County processes, and bid/proposal/statement of qualifications submissions cannot be received by the Jefferson County Purchasing Department's office by the exact time specified in the RFQ and urgent County requirements preclude amendment to the RFQ, the time specified for receipt of Statements of Qualifications will be deemed to be extended to the same time of day specified in the solicitation on the first business day on which normal County processes resume.

Proposals will be opened publicly in a manner to avoid public disclosure of contents; however, only names of Proposers will be read aloud.

3.6 PRE-PROPOSAL CONFERENCE.

Due to the nature of this Request for Proposals, a Pre-Proposal Conference will not be held for this project.

3.7 QUESTIONS/DEADLINE FOR QUESTIONS.

Questions may be emailed to **Mistey Reeves, Assistant Purchasing Agent** at: mreeves@co.jefferson.tx.us or faxed at: 409-835-8456. If no response in 72 hours contact **Deborah Clark, Purchasing Agent** at: dclark@co.jefferson.tx.us or faxed at: 409-835-8456.

The Deadline for asking questions or requesting additional information (in writing) is 5:00 pm, CT, **August 24, 2022.**

3.8 VENDOR REGISTRATION: SAM (SYSTEM FOR AWARD MANAGEMENT).

Vendors doing business with Jefferson County are **required** to be registered with The System for Award Management (SAM), with an "active" status. The System for Award Management (SAM) is the Official U.S. Government system that consolidated the capabilities of CCR/FedReg, ORCA, and EPLS. There is NO fee to register for this site. Entities may register at no cost directly from the SAM website at: https://www.sam.gov

In instances where a vendor has either an "Inactive" SAM Registration or is not currently registered with the System for Award Management, the Purchasing Department may *initially* accept proof (printout from the SAM website) that the vendor has begun the registration process in order for the IFB/RFQ/RFQ submission to be considered as "responsive" to the specifications for the project.

However, the SAM Registration must be completed (showing "active" status, with no exclusions) prior to the award and/or execution of an agreement or contract for the project.

3.9 FORM 1295 SUBMISSION REQUIREMENT (TEXAS ETHICS COMMISSION).

ALL NON-EXEMPT RESPONDENTS ARE REQUIRED TO SUBMIT COMPLETED FORM 1295 WITH RFQ RESPONSE SUBMISSION.

INSTRUCTIONS:

(1) Submit a FORM 1295 online via the Texas Ethics Commission website link below.
Vendors must enter the required information on Form 1295, and print a copy of the completed form.
The form will include a certification of filing that will contain a unique certification number.

2. Submit a FORM 1295 hard copy (completed & signed by an Authorized Agent of the Awarded Vendor), to the Jefferson County Purchasing Department WITH RFQ SUBMISSION.

FORM 1295, Completion Instructions, and Login Instructions are available via the Texas Ethics Commission Website at:
https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

SAMPLE: A sample of a completed FORM 1295 is included on PAGE 27.

FORM 1295 Implementation Background:

In accordance with House Bill 1295 (passed January 1, 2016), Vendors entering into contracts and professional agreements with Jefferson County will be required to complete a Certificate of Interested Parties (FORM 1295), **unless contract is considered exempt as described below.**

In 2017, the Texas legislature amended the law to require Form 1295 to include an "unsworn declaration" which includes, among other things, the date of birth and address of the authorized representative signing the form. The unsworn declaration, including the date of birth and address of the signatory, replaces the notary requirement that applied to contracts entered into before January 1, 2018. The TEC filing application does not capture the date of birth or street address of the signatory and it will not appear on forms that are filed using the TEC filing application.

Changes to the law requiring certain businesses to file a Form 1295 are in effect for contracts entered into or amended on or after January 1, 2018. The changes exempt businesses from filing a Form 1295 for certain types of contracts and replace the need for a completed Form 1295 to be notarized. Instead, the person filing a 1295 needs to complete an "unsworn declaration."

FORM 1295 EXEMPTIONS:

What type of contracts are exempt from the Form 1295 filing requirement under the amended law?

The amended law adds to the list of types of contract exempt from the Form 1295 filing requirement.

A completed Form 1295 is not required for:

- a sponsored research contract of an institution of higher education
- an interagency contract of a state agency or an institution of higher education
- a contract related to health and human services if: the value of the contract cannot be determined at the time the contract is executed; and o any qualified vendor is eligible for the contract
- a contract with a publicly traded business entity, including a wholly owned subsidiary of the business entity
- a contract with an electric utility, as that term is defined by Section 31.002, Utilities Code
- a contract with a gas utility, as that term is defined by Section 121.001, Utilities Code

SAMPLE: FORM 1295

CERTIFICATE OF INTERESTED PARTIES — FORM 1295

(Complete Nos. 1 - 4 and 6 if there are interested parties.)
(Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.)

OFFICE USE ONLY

1 **Name of business entity filing form, and the city, state and country of the business entity's place of business.**

(**YOUR FIRM NAME HERE**)

2 **Name of governmental entity or state agency that is a party to the contract for which the form is being filed.**

(**JEFFERSON COUNTY, TEXAS*)

3 **Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.**

(**BID/CONTRACT/PO NUMBER GOES HERE**)

4 Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
		Controlling	Intermediary
(**NAME OF PERSON/PERSONS THAT OWN BUSINESS GOES HERE. MUST LIST ANY PERSON THAT DOES NOT WORK FOR THE COMPANY LISTED IN #1 THAT WILL PROFIT FROM THE BID/CONTRACT/PO**)			

5 **Check only if there is NO Interested Party.** ☐ (**ONLY CHECK IF NO CONTROLLING OR INTERMEDIARY PARTY**)

6 **UNSWORN DECLARATION** (Vendor is to complete #6 - Unsworn Declaration)

My name is _____ and my date of birth is _____

My address _____ (street) _____ (city) _____ (state) _____ (zip code) _____ (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____ County, State of _____, on the _____ day of _____ (month), 20_____ (year)

_____
Signature of authorized agent of contracting business entity
(Declarant)

ADD ADDITIONAL PAGES AS NECESSARY

Form provided by Texas Ethics Commission www.ethics.state.tx.us Revised 12/22/2017

Must file online at www.ethics.state.tx.us/File

RESPONDENT: INSERT COMPLETED FORM 1295 BEHIND THIS PAGE.

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2022-923548

Date Filed:
08/17/2022

Date Acknowledged:

1 **Name of business entity filing form, and the city, state and country of the business entity's place of business.**
LJA Surveying, Inc.
Houston, TX United States

2 **Name of governmental entity or state agency that is a party to the contract for which the form is being filed.**
Jefferson County Texas

3 **Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.**
22-044
(RFQ 22-044/MR) Elevation Certificates for Flood Pre-Mitigation, Pursuant to Chapter 262, Texas Local Government Code, the County Purchasing Act and 2 CFR Section 200.318-326

4 Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
		Controlling	Intermediary
Russell, Jeremy D.	Houston, TX United States	X	
Ross, James D.	Houston, TX United States	X	
McKee, Alan B.	Houston , TX United States	X	
Cannon, Jeff T.	Houston, TX United States	X	

5 **Check only if there is NO Interested Party.** ☐

6 **UNSWORN DECLARATION**

My name is Wesley Maxey, and my date of birth is 6/5/1984.

My address is 2615 Calder Avenue, Suite 500 (street), Beaumont (city), TX (state), 77702 (zip code), USA (country).

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Jefferson County, State of TX, on the 31 day of 8 (month), 20 22 (year).

Signature of authorized agent of contracting business entity
(Declarant)

BIDDER: INSERT PROOF OF SYSTEM FOR AWARD MANAGEMENT (SAM) REGISTRATION PROOF HERE. THE WEBSITE FOR REGISTRATION IS SAM.GOV.

SYSTEM FOR AWARD MANAGEMENT SEARCH

SAM.GOV®

LJA SURVEYING, INC.

Unique Entity ID	CAGE / NCAGE	Purpose of Registration
LC4XKU9A9J59	**8K4L6**	**All Awards**
Registration Status	Expiration Date	
Active Registration	**Nov 5, 2022**	
Physical Address	Mailing Address	
2929 Briarpark DR STE 175 **Houston, Texas 77042-3795** **United States**	**3600 W Sam Houston PKWY S STE 175** **Houston, Texas 77042** **United States**	

[redacted]

Doing Business as	Division Name	Division Number
(blank)	**(blank)**	**(blank)**
Congressional District	State / Country of Incorporation	URL
Texas 09	**Texas / United States**	**www.ljasurvey.com**
MPIN		
*******y123**		

Registration Dates

Activation Date	Submission Date	Initial Registration Date
Oct 7, 2021	**Oct 6, 2021**	**Mar 26, 2020**

Entity Dates

Entity Start Date	Fiscal Year End Close Date
Nov 22, 2017	**Dec 31**

Immediate Owner

CAGE	Legal Business Name
5SZM5	**LJA ENGINEERING, INC.**

Highest Level Owner

CAGE	Legal Business Name
(blank)	**(blank)**

Executive Compensation

In your business or organization's preceding completed fiscal year, did your business or organization (the legal entity to which this specific SAM record, represented by a Unique Entity ID, belongs) receive both of the following: 1. 80 percent or more of your annual gross revenues in U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements and 2. $25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

No

Does the public have access to information about the compensation of the senior executives in your business or organization (the legal entity to which this specific SAM record, represented by a Unique Entity ID, belongs) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

Not Selected

Proceedings Questions

Is your business or organization, as represented by the Unique Entity ID on this entity registration, responding to a Federal procurement opportunity that contains the provision at FAR 52.209-7, subject to the clause in FAR 52.209-9 in a current Federal contract, or applying for a Federal grant opportunity which contains the award term and condition described in 2 C.F.R. 200 Appendix XII?

No

Does your business or organization, as represented by the Unique Entity ID on this specific SAM record, have current active Federal contracts and/or grants with total value (including any exercised/unexercised options) greater than $10,000,000?

Not Selected

Within the last five years, had the business or organization (represented by the Unique Entity ID on this specific SAM record) and/or any of its principals, in connection with the award to or performance by the business or organization of a Federal contract or grant, been the subject of a Federal or State (1) criminal proceeding resulting in a conviction or other acknowledgment of fault; (2) civil proceeding resulting in a finding of fault with a monetary fine, penalty, reimbursement, restitution, and/or damages greater than $5,000, or other acknowledgment of fault; and/or (3) administrative proceeding resulting in a finding of fault with either a monetary fine or penalty greater than $5,000 or reimbursement, restitution, or damages greater than $100,000, or other acknowledgment of fault?

Not Selected

Active Exclusions Records?

No

I authorize my entity's non-sensitive information to be displayed in SAM public search results:

Yes

Business Types

Entity Structure	Entity Type	Organization Factors
Corporate Entity (Not Tax Exempt)	**Business or Organization**	**Subchapter S Corporation**

Profit Structure
For Profit Organization

Socio-Economic Types

Check the registrant's Reps & Certs, if present, under FAR 52.212-3 or FAR 52.219-1 to determine if the entity is an SBA-certified HUBZone small business concern. Additional small business information may be found in the SBA's Dynamic Small Business Search if the entity completed the SBA supplemental pages during registration.

Accepts Credit Card Payments	Debt Subject To Offset
No	**No**

EFT Indicator	CAGE Code
0000	**8K4L6**

Electronic Funds Transfer

Account Type	Routing Number	Lock Box Number
Checking	*******1258**	**(blank)**

Financial Institution	Account Number
ZIONS BANCORPORATION, NA DBA AMEGY B	*******74737**

Automated Clearing House

Phone (U.S.)	Email	Phone (non-U.S.)
7139535242	**ar@ljaengineering.com**	**(blank)**

Fax
7139535026

Remittance Address

John Penewitt
3600 W Sam Houston Parkway S
Suite 175
Houston, Texas 77042
United States

EIN	Type of Tax	Taxpayer Name
*******7697**	**Applicable Federal Tax**	**LJA Surveying Inc**

Tax Year (Most Recent Tax Year)	Name/Title of Individual Executing Consent	TIN Consent Date
2019	**Vice President**	**Oct 6, 2021**

Address	Signature
2929 Briarpark DR, Suite 175 **Houston, Texas 77042**	**Heather Sides**

Accounts Receivable POC

SEARCH RESULTS FOR JEREMY RUSSELL, LJA SURVEYING'S PRINCIPAL

Classification

Excluded Individual

First Name

Middle Name

Last Name

SSN / TIN

Add Individual

Jeremy Russell ×

Excluded Entity

Federal Organizations

Exclusion Type

Exclusion Program

Location

Dates

Reset

No matches found

We couldn't find a match for your search criteria.

Please try another search or go back to previous results.

3.10 MINIMUM REQUIREMENTS: FIRM INFORMATION TO BE INCLUDED IN RESPONSE.

Firms desiring to be considered for Surveyor for Jefferson County are required to submit a Statement of Qualifications and Experience in order to be considered for contracts under this procedure. Only firms with statements submitted in response to this Request for Qualifications will be evaluated. The statement should contain, at a minimum, the following:

1. Name of the firm wishing to contract with the County.
2. Firm's local address.
3. Firm's corporate or main office address.
4. Number of years the firm has been in business.
5. Names, qualifications, and experience of professional staff who would be assigned to Jefferson County.
6. Firm's organization chart.
7. Biographies or resumes, including home office location and other relevant information, for each key staff member likely to be assigned to a project.
8. Names, titles, address, and telephone numbers of persons who are authorized to negotiate for and contractually bind the firm. One of these persons should sign the response. A contact must be named for addressing questions generated during the evaluation process.
9. A description of representative work accomplished for all jobs within the past five (5) years.
10. Provide a detailed summary of the firm's experience in providing the kinds of services specified in this RFQ to governmental entities.
11. Describe reasons why the firm would be uniquely qualified to provide survey services to Jefferson County.
12. Describe any unique services offered by your firm.
13. A list of references, other than Jefferson County, who have contracted the types of work the firm, is offering to perform. A reference form is included on Page 32 of this package.

3.11 ADDITIONAL INFORMATION TO BE INCLUDED IN RESPONSE.

1. Provide a listing of all current litigation(s), outstanding judgements and liens affecting the firm.

3.12 CONFIDENTIAL/PROPRIETARY INFORMATION.

If any material in the Statement of Qualifications is considered by Respondent to be confidential or proprietary information (including manufacturing and/or design processes exclusive to the Respondent), Respondent **must** clearly mark the applicable pages of Respondent's Statement of Qualifications to indicate each claim of confidentiality. Additionally, Respondent must include a statement on company letterhead identifying all Statement of Qualifications section(s) and page(s) that have been marked as confidential. Jefferson County will protect from public disclosure such portions of a Statement of Qualifications, unless directed otherwise by legal authority, including existing open records acts. Merely making a blanket claim that the entire Statement of Qualifications submission is protected from disclosure because it contains some proprietary information is not acceptable, and will make the entire Statement of Qualifications subject to release under the Texas Public Information Act.

By submitting a Statement of Qualifications, Respondent agrees to reproduction by Jefferson County, without cost or liability, of any copyrighted portions of Respondent's Statement of Qualifications submission or other information submitted by Respondent.

3.13 EVALUATION SCORING CRITERIA FOR RFQ RESPONSES

The appointed Evaluation Committee will consider the following criteria in evaluating responses:

Technical Approach.....20 points

Firm Experience, Stability and References.....40 points

Workload Capacity.....10 points

Professional Qualifications and Individual Experience.....30 points

RESPONDENT INFORMATION FORM

Instructions: Complete the form below. Please provide legible, accurate, and complete contact information.
PLEASE PRINT.

RFQ Number & Name: (RFQ 22-044/MR) Elevation Certificates for Flood Pre-Mitigation

Respondent's Company/Business Name: LJA Surveying, Inc.

Respondent's TAX ID Number: 82-3417697

If Applicable: **HUB Vendor No.** N/A **DBE Vendor No.** N/A

Contact Person: Wesley Maxey, RPLS **Title:** Vice President

Phone Number (with area code): 409.291.5357

Alternate Phone Number if available (with area code): 409.656.3096

Fax Number (with area code): N/A

Email Address: wmaxey@ljasurvey.com

Mailing Address (Please provide a physical address for bid bond return, if applicable):

2615 Calder Street, Suite 500
Address
Beaumont, Texas 77702
City, State, Zip Code

REQUIRED FORM
Respondent: Please complete this form and include with RFQ submission.

Please refer to page 19 and 20 for the completed form.

VENDOR REFERENCES FORM

Respondent: Please list at least three (3) companies or governmental agencies (preferably a municipality) where the same or similar products and/or services as contained in this specification package were recently provided.

REQUIRED FORM
Respondent: Please complete this form and include with RFQ submission.

REFERENCE ONE

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ Fax: _____

Email Address: _____ Contract Period: _____

Scope of Work: _____

REFERENCE TWO

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ Fax: _____

Email Address: _____ Contract Period: _____

Scope of Work: _____

REFERENCE THREE

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ Fax: _____

Email Address: _____ Contract Period: _____

Scope of Work: _____

SIGNATURE PAGE

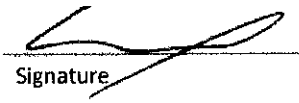
As permitted under Article 4413 (32c) V.A.C.S., other governmental entities may wish to participate under the same terms and conditions contained in this contract (i.e., piggyback). In the event any other entity participates, all purchase orders will be issued directly from and shipped directly to the entity requiring supplies/services. Jefferson County shall not be held responsible for any orders placed, deliveries made or payment for supplies/services ordered by another entity. Each entity reserves the right to determine their participation in this contract.

Would Respondent be willing to allow other governmental entities to piggyback off this contract, if awarded, under the same terms and conditions? ..... **Yes** [X] **No** [ ]

This Statement of Qualifications/RFQ Response shall remain in effect for ninety (90) days from RFQ opening and shall be exclusive of federal excise and state and local sales tax (exempt).

The undersigned agrees, if this RFQ response is accepted, to furnish any and all items upon which prices are offered, at the price and upon the terms and conditions contained in the Request for Statements of Qualification, Conditions of RFQ Response, Terms of Contract, and Specifications and all other items made a part of the accepted contract.

The undersigned affirms that they are duly authorized to execute the contract, that this company, corporation, firm, partnership or individual has not prepared this RFQ response in collusion with any other Respondent, and that the contents of this RFQ response as to prices, terms or conditions of said response have not been communicated by the undersigned nor by any employee or agent to any other RFQ Respondent or to any other person(s) engaged in this type of business prior to the official opening of this RFQ. And further, that neither the Respondent nor their employees nor agents have been for the past six (6) months directly nor indirectly concerned in any pool or agreement or combination to control the price of goods or services on, nor to influence any person to respond or not to respond thereon.

LJA Surveying, Inc. RFQ Respondent (Entity Name)	 Signature
2615 Calder Street, Suite 500 Street & Mailing Address	Wesley Maxey, RPLS Print Name
Beaumont, Texas 77702 City, State & Zip	8/22/22 Date Signed
409.291.5357 Telephone Number	N/A Fax Number
wmaxey@ljasurvey.com E-mail Address	

REQUIRED FORM
Respondent: Please complete this form and include with RFQ submission.

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The Contractor, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Wesley Maxey, RPLS, Vice President

Name and Title of Contractor's Authorized Official *(Please Print)*

8/22/22

Date

REQUIRED FORM
Respondent: Please complete this form and include with RFQ submission.

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether sub-awardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.

2. Identify the status of the covered Federal action.

3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.

4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the sub-awardee, e.g., the first sub-awardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.

5. If the organization filing the report in item 4 checks "Sub-awardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.

6. Enter the name of the federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.

7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.

8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFQ) number; Invitations for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Included prefixes, e.g., "RFQ-DE-90-001."

9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.

10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).

11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503

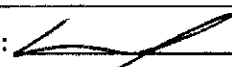
Not Applicable

Approved by OMB
0348-0046

Disclosure of Lobbying Activities

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure)

Type of Federal Action: a. contract ____ b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	**Status of Federal Action:** a. bid/offer/application ____ b. initial award c. post-award	**Report Type:** a. initial filing ____ b. material change

Name and Address of Reporting Entity: ____ Prime ____ Sub-awardee Tier____, if Known: **Congressional District, if known:**	**If Reporting Entity in No. 4 is Sub-awardee,** Enter Name and Address of Prime: **Congressional District, if known:**
Federal Department/Agency:	**7. Federal Program Name/Description:** CFDA Number, *if applicable:* ____
Federal Action Number, *if known:*	**9. Award Amount,** *if known:* **$**
10. a. Name and Address of Lobbying Registrant *(if individual, last name, first name, MI):*	**b. Individuals Performing Services** *(including address if different from No. 10a)* *(last name, first name, MI):*
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.	**Signature:**  **Print Name:** Wesley Maxey, RPLS **Title:** Vice President **Telephone No.:** 409.291.5357 **Date:** 8/22/22
Federal Use Only	**Authorized for Local Reproduction** **Standard Form - LLL (Rev. 7-97)**

REQUIRED FORM
Respondent: Please complete this form and include with RFQ submission.

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

(A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;

(B) a transaction conducted at a price and subject to terms available to the public; or

(C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

***

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds $2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than $100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

Form provided by Texas Ethics Commission www.ethics.state.tx.us Revised 11/30/2015

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. *See* Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 **Name of vendor who has a business relationship with local governmental entity.**

No LJA employee or officer has a business relationship with any local governmental entity as defined by Section 176.001(1-a).

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information in this section is being disclosed.**

N/A

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.

N/A

4

Signature of vendor doing business with the governmental entity

8/22/22

Date

Adopted 8/7/2015

REQUIRED FORM
Respondent: Please complete this form and include with RFQ submission.

LOCAL GOVERNMENT OFFICER
CONFLICTS DISCLOSURE STATEMENT – OFFICE USE ONLY

LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT — FORM CIS

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This is the notice to the appropriate local governmental entity that the following local government officer has become aware of facts that require the officer to file this statement in accordance with Chapter 176, Local Government Code.

OFFICE USE ONLY

Date Received

1 **Name of Local Government Officer**

2 **Office Held**

3 **Name of vendor described by Sections 176.001(7) and 176.003(a), Local Government Code**

4 **Description of the nature and extent of employment or other business relationship with vendor named in item 3**

5 **List gifts accepted by the local government officer and any family member, if aggregate value of the gifts accepted from vendor named in item 3 exceeds $100 during the 12-month period described by Section 176.003(a)(2)(B).**

Date Gift Accepted _____ Description of Gift _____

Date Gift Accepted _____ Description of Gift _____

Date Gift Accepted _____ Description of Gift _____

(attach additional forms as necessary)

6 **AFFIDAVIT**

I swear under penalty of perjury that the above statement is true and correct. I acknowledge that the disclosure applies to each family member (as defined by Section 176.001(2), Local Government Code) of this local government officer. I also acknowledge that this statement covers the 12-month period described by Section 176.003(a)(2)(B), Local Government Code.

_____
Signature of Local Government Officer

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20 _____, to certify which, witness my hand and seal of office.

_____
Signature of officer administering oath | Printed name of officer administering oath | Title of officer administering oath

Adopted 8/7/2015

THIS FORM IS FOR OFFICE USE ONLY

RESIDENCE CERTIFICATION/TAX FORM

Pursuant to Texas Government Code §2252.001 *et seq.*, as amended, Jefferson County requests Resident Certification. §2252.001 *et seq.* of the Government Code provides some restrictions on the awarding of governmental contracts; pertinent provisions of §2252.001 are stated below:

(3) "Non-resident RFQ Respondent" refers to a person who is not a resident.

(4) "Resident RFQ Respondent" refers to a person whose principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

☒ I certify that LJA Surveying, Inc. [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.):	82-3417697
Company Name submitting bid/proposal/response:	LJA Surveying, Inc
Mailing address:	2615 Calder Avenue, Suite 500, Beaumont, Texas 77702
If you are an individual, list the names and addresses of any partnership of which you are a general partner:	

Property: List all taxable property owned by you or above partnerships in Jefferson County.

Jefferson County Tax Acct. No.*	Property address or location**
N/A	N/A

* This is the property amount identification number assigned by the Jefferson County Appraisal District.

** For real property, specify the property address or legal description. For business property, specify the address where the property is located. For example, office equipment will normally be at your office, but inventory may be stored as a warehouse or other location.

REQUIRED FORM
Respondent: Please complete this form and include with RFQ submission.

HOUSE BILL 89 VERIFICATION

I, Wesley Maxey, RPLS, the undersigned representative of (company or business name) LJA Surveying, Inc. (heretofore referred to as company) being an adult over the age of eighteen (18) years of age, after being duly sworn by the undersigned notary, do hereby depose and verify under oath that the company named above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270:

1. Does not boycott Israel currently; and
2. Will not boycott Israel during the term of the contract.

Pursuant to Section 2270.002, Texas Government Code:

1. "**Boycott Israel**" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made ordinary business purposes; and

2. "**Company**" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or an limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business association that exist to make a profit.

Signature of Company Representative

8/22/22
Date

On this 22nd day of August, 2022, personally appeared

Wesley Maxey, RPLS, the above-named person, who after by me being duly sworn, did swear and confirm that the above is true and correct.

AIMEE RICHARDS
Notary Public, State of Texas
Comm. Expires 08-11-2025
Notary ID 127901044

Notary Signature

8/22/22
Date

REQUIRED FORM
Respondent: Please complete this form and include with RFQ submission.

RESPONDENT'S CERTIFICATION

I have carefully examined the Request for Proposal Specifications, and any other documents accompanying or made a part of this Request for Proposals.

I hereby propose to furnish the goods or services specified in the Request for Proposal. I agree that my proposal will remain firm for a period of up to **120 days** in order to allow Jefferson County adequate time to evaluate the qualifications submitted.

I verify that all information contained in this proposal is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this proposal on behalf of the firm as its act and deed and that the firm is ready, willing and able to perform if awarded the contract.

I further certify, under oath, that this proposal is made without prior understanding, agreement, connection, discussion, or collusion with any other person, firm or corporation submitting a proposal for the same product or service: no officer, employee or agent of Jefferson County or any other Respondent is interested in said proposal: and that the undersigned executed this Respondent's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

LJA Surveying, Inc.
NAME OF BUSINESS

BY:

SIGNATURE

Wesley Maxey, RPLS, Vice President
NAME & TITLE, TYPED OR PRINTED

2615 Calder Street, Suite 500
MAILING ADDRESS

Beaumont, Texas 77702
CITY, STATE, ZIP CODE

(409)291.5357
TELEPHONE NUMBER

Sworn to and subscribed before me
this 22nd day of
August, 2022

Aimee Richards
Notary Public

State of Texas

My Commission Expires: 8/11/2025

AIMEE RICHARDS
Notary Public, State of Texas
Comm. Expires 08-11-2025
Notary ID 127901044

REQUIRED FORM
Respondent: Please complete this form and include with RFQ submission.

JEFFERSON COUNTY PURCHASING DEPARTMENT
Deborah L. Clark, Purchasing Agent

1149 Pearl Street
1st Floor, Beaumont, TX 77701

OFFICE MAIN: (409) 835-8593
FAX: (409) 835-8456

August 9, 2022

Request for Statements of Qualifications
(RFQ 22-044/MR) Elevation Certificates for Flood Pre-Mitigation, Pursuant to Chapter 262, Texas Local Government Code, the County Purchasing Act and 2 CFR Section 200.318-326

Jefferson County is seeking submittals from qualified firms to provide professional surveying in accordance with Request for Statements of Qualifications (RFQ 22-044/MR) **Elevation Certificates for Flood Pre-Mitigation, Pursuant to Chapter 262, Texas Local Government Code, the County Purchasing Act and 2 CFR Section 200.318-326**

All interested firms should obtain a "Request for Qualifications" specifications packet from the Jefferson County Purchasing webpage at: https://www.co.jefferson.tx.us/Purchasing/

All submittals shall be evaluated by an Evaluation Committee. This committee will evaluate submissions to this request and select the firm that is most qualified, responsive, and experienced.

Responses are to be sealed and addressed to the Purchasing Agent with the request for qualifications number and name marked on the outside of the envelope or box. All responses shall be submitted with an original and (five) 5 copies, to the Jefferson County Purchasing Department, 1149 Pearl Street, 1st Floor, Beaumont, Texas 77701, no later than 11:00 am CT, Wednesday, August 31, 2022. Jefferson County does not accept responses submitted electronically. Responses will be publicly opened and the names of responding firms will be read aloud in the Jefferson County Engineering Department Conference Room (5th Floor, Historic Courthouse) 1149 Pearl Street, Beaumont, Texas 77701 at the time and date below. Statements of Qualifications received after that time will be considered late and will be returned unopened. Inquiries shall be directed to Mistey Reeves, Assistant Purchasing Agent at 409-835-8593 or mreeves@co.jefferson.tx.us. If no response in 72 hours, contact Deborah Clark, Purchasing Agent at 409-835-8593 or dclark@co.jefferson.tx.us.

REQUEST NAME:	**Elevation Certificates for Flood Pre-Mitigation, Pursuant to Chapter 262, Texas Local Government Code, the County Purchasing Act and 2 CFR Section 200.318-326**
REQUEST NUMBER:	**RFQ 22-044/MR**
DUE DATE/TIME:	**11:00 am CT, Wednesday, August 31, 2022**
MAIL OR DELIVER TO:	**Jefferson County Purchasing Department** **1149 Pearl Street, 1st Floor** **Beaumont, TX 77701**

Jefferson County encourages Disadvantaged Business Enterprises (DBEs), Minority/Women Business Enterprises (M/WBEs), and Historically Underutilized Businesses (HUBs) to participate in the bidding process. Jefferson County does not discriminate on the basis of race, color, national origin, sex, religion, age or disability in employment, or the provisions of services. Individuals requiring special accommodations are requested to contact our office at least seven (7) days prior to the bid due date (at 409-835-8593) to make appropriate arrangements.

All interested firms are invited to submit a proposal in accordance with the terms and conditions stated in this request.

Respondents are strongly encouraged to carefully read the entire invitation, as failure to return and/or complete all required documentation will result in a response being declared as non-responsive.

Sincerely,

Deborah Clark

Deborah L. Clark, Purchasing Agent
Jefferson County, Texas

PUBLISH:
Beaumont Enterprise & Port Arthur News:
August 10th & 17th, 2022
Examiner **August 18, 2022**

TABLE OF CONTENTS 1
SECTION 1: INTRODUCTION 2
1.1 PURPOSE 2
1.2 PROCEDURE 2
1.3 EVALUATION COMMITTEE 2
1.4 EVALUATION PROCESS 3
1.5 FIRM's SERVICES 3
1.6 LAWS AND REGULATIONS 3
1.7 INSURANCE REQUIREMENTS 3
1.8 WORKER'S COMPENSATION INSURANCE 4
1.9 TERMS AND CONDITIONS 5
INSERTION PAGE: CERTIFICATE OF INSURANCE (COI) 7
SECTION 2: RFQ SUBMISSION REQUIREMENTS AND SPECIAL REQUIREMENTS 8
BYRD ANTI-LOBBYING CERTIFICATION FORM 21
DEBARMENT/SUSPENSION CERTIFICATION 22
CIVIL RIGHTS COMPLIANCE PROVISIONS 23
SECTION 3: RFQ SUBMISSION REQUIREMENTS AND SPECIAL REQUIREMENTS 25
3.1 SUBMISSION OF QUALIFICATIONS 25
3.2 DEADLINE FOR RESONSE SUBMISSIONS/DELIVERY 25
3.3 COURTHOUSE SECURITY 25
3.4 COUNTY HOLIDAYS (2022) 26
3.5 SUBMISSIONS DURING TIME OF INCLEMENT WEATHER, DISASTER, OR EMERGENCY 26
3.6 PRE-PROPOSAL CONFERENCE 26
3.7 QUESTIONS/DEADLINE FOR QUESTIONS 26
3.8 VENDOR REGISTRATION: SAM (SYSTEM FOR AWARD MANAGEMENT) 26
3.9 FORM 1295 SUBMISSION REQUIREMENT (TEXAS ETHICS COMMISSION) 27
SAMPLE FORM 1295 28
INSERTION PAGE: COMPLETED FORM 1295 29
INSERTION PAGE: SYSTEM FOR AWARD MANAGEMENT (SAM) REGISTRATION PROOF 30
3.10 MINIMUM REQUIMENTS: FIRM INFORMATION 31
3.11 ADDITIONAL INFORMATION FOR RESPONSE INCLUSION 31
3.12 CONFIDENTIAL/PROPRIETARY INFORMATION 31
3.13 EVALUATION SCORING CRITERIA 32
RESPONDENT INFORMATION FORM 33
VENDOR REFERENCE FORM 34
SIGNATURE PAGE 35
CERTIFICATION REGARDING LOBBYING 36
DISCLOSURE OF LOBBYING ACTIVITIES 37
CONFLICT OF INTEREST QUESTIONNAIRE 39
LOCAL GOVERNMENT OFFICER – CONFLICT OF INTEREST DISCLOSURE STATEMENT (OFFICE USE ONLY) 41
RESIDENCE CERTIFICATION/TAX FORM 42
HOUSE BILL 89 VERIFICATION 43
SENATE BILL 252 CERTIFICATION 44
RESPONDENT'S CERTIFICATION 45

1.1 PURPOSE AND SCOPE OF WORK.

Jefferson County is requesting statements of qualifications and experience from all interested surveying firms desiring to provide professional surveying services for the County as the need for these services arises. The range of services to provide will be broad and will involve developing pre-mitigation elevation certificates for homes that will be elevated in Jefferson County. **This RFQ will be utilized to engage firms for future, undefined projects, and an indefinite quantity of surveying services as need arises.**

PROJECT DESCRIPTION

Jefferson County is seeking qualified surveying firm(s) to assist the County by developing pre-mitigation elevation certificates for homes that will be elevated in the Jefferson County Hazard Mitigation Grant Program Elevation Project. Jefferson County intends to enter into an Agreement with one (1) or more prime firm(s) to provide services for the following:

- Develop up to 150 pre-mitigation elevation certificates. The first batch of homes requiring elevation certificates will be up to 4. Subsequent batches of elevation certificates, consisting of 20-40 homes each will be ordered over the next one to two years. *Note: A small percentage of homeowners who will participate in the county elevation project already have elevation certificates, and will not require another elevation certificate, prior to receiving the notice to proceed with the elevation.*

- Firms are to perform all necessary work on all assigned election certificates for each batch of homes, within a thirty (30) day period.

- The awarded firm(s) will be issued a Notice to Proceed for each batch of homes.

MINIMUM REQUIREMENTS

- Minimum of three (3) years' experience of developing elevation certificates.

- Minimum of three (3) years firm and firm ownership/key staff experience in developing elevation certificates.

- Background check, criminal and/or affidavit of no suspensions or criminal actions against owners and or company for non-performance of work.

1.2 PROCEDURE.

Firms are encouraged to submit statements of qualifications and experience to be kept on file in the Jefferson County Purchasing Department. For a given project, the responsible Jefferson County Commissioners' Court will appoint a selection committee, which will evaluate responses and select, in order of preference, a short list of at least three firms. Responses will be ranked on the basis of demonstrated experience, competence, and qualifications. Fees, price, work hours, or any other cost information will not be considered in the development of the short list.

Jefferson County will then enter into negotiations with the highest qualified firm. The negotiations will first establish the scope, terms and conditions, and time limits for the proposed contract. Once agreement is reached between Jefferson County and the selected firm, the County will request a fee proposal from the firm. If agreement is reached, the County will retain the firm and enter into a written contract with it. If an agreement cannot be negotiated with the selected firm, the County will then enter into negotiations with the next most qualified firm. This procedure will continue until agreement is reached and a contract is produced. If the County cannot negotiate an agreement, the procedure will be terminated.

1.3 SELECTION REVIEW COMMITTEE.

Because of the diversity of the departments and activities of the County, Jefferson County Commissioners' Court will appoint the Selection Review Committee for this Request for Qualifications. The Purchasing Agent may appoint a Chairperson and no less than two (2) other members for the committee. Typically, the committee will consist of at least one professional in the task required, a person knowledgeable about procurement practices, and either a representative of the department

requesting the project, or the department executing the project. However, this structure is not binding and subject to change at the discretion of the Purchasing Agent. Other members may be appointed to the Evaluation Committee as necessary and appropriate, but the total number of persons committee shall not exceed five (5) persons. Committee appointments shall be in writing and shall briefly describe the scope of the project and, if necessary, the primary disciplines required to accomplish the project in order to assist the committee in developing a list of firms that might best accomplish the work required. Committee membership and project requirements will vary from project to project. Therefore, a firm rated number one for one project could be considered not qualified or ranked lower on another project.

1.4 EVALUATION PROCESS.

While Jefferson County appreciates a brief, straight-forward, and concise reply; Respondent must fully understand that the evaluation is based on the information provided. Accuracy and completeness are essential. Omissions, ambiguous, and equivocal statements may be construed against the respondent. The RFQ response may be incorporated into any contract which results from this RFQ, and vendor(s) are cautioned not to make claims or statements it is not prepared to commit to contractually. Failure of the vendor to meet such claims will result in a requirement that the vendor provide resources necessary to meet submitted claims.

The Jefferson County Purchasing Department may initiate discussions with selected vendors; however, discussions may not be initiated by vendors.

The Jefferson County Purchasing Department expects to conduct discussions with vendor's representatives authorized to contractually obligate the vendor with an offer. **Vendors shall not contact any Jefferson County personnel during the RFQ process without the express permission from the Jefferson County Purchasing Agent. The Purchasing Agent will disqualify any vendor who has made site visits, contacted Jefferson County personnel, or distributed any literature without authorization from the Jefferson County Purchasing Department.**

All correspondence relating to this RFQ, from advertisement to award shall be sent to the Jefferson County Purchasing Department. All presentations and/or meetings between Jefferson County and the vendor relating to this RFQ shall be coordinated by the Jefferson County Purchasing Department.

Selected vendors may be expected to make a presentation/product demonstration to an Evaluation Committee. Proposals, vendor presentations, and product/service evaluations may develop into negotiating sessions with the vendor(s) as selected by the Evaluation Committee. Jefferson County expects to conduct negotiations with vendor representatives authorized to contractually obligate the vendor with an offer. If vendor is unable to agree to contract terms and conditions, Jefferson County reserves the right to terminate contract negotiations with that vendor and initiate negotiations with another vendor. In addition to a presentation, visits by the Evaluation Committee to representative vendor client sites may be conducted where the proposed solution can be demonstrated in a production environment.

1.5 SURVEYOR FIRM's SERVICES.

A. A description of services that may be utilized under this RFQ includes:
   1. Develop pre-mitigation elevation certificates.

1.6 LAWS AND REGULATIONS.

A. The Surveyor Firm(s) must comply with all laws, ordinances, and rules and regulations which govern the work specified in this contract.

1.7 INSURANCE.

The contractor (including any and all subcontractors as defined in **Section 8.1.3** below) shall, at all times during the term of this contract, maintain insurance coverages with not less than the type and requirements shown below. Such insurance is to be provided at the sole cost of the contractor. These requirements do not establish limits of the contractor's liability.

All policies of insurance shall waive all rights of subrogation against the County, its officers, employees and agents; a copy of the policy wording or endorsement is required.

Contractor shall furnish Jefferson County with Certificate of Insurance naming Jefferson County as additional insured and will provide the actual policy wording or endorsement showing as such.

Minimum Insurance Requirements:

Public Liability, including Products & Completed Operations	$1,000,000
Excess Liability	$1,000,000

Property Insurance (policy below that is applicable to this project):

Improvements & Betterments Policy: Improvements/Remodeling (for Lease Tenants)
Builder's Risk Policy: Structural Coverage for Construction Projects
Installation Floater Policy: Improvements/Alterations to Existing Structure

Workers' Compensation Statutory Coverage (**See Section 1.8 Below**)

1.8 WORKER'S COMPENSATION INSURANCE.

1.8.1 Definitions:

1.8.1.1 **Certificate of coverage ("Certificate")** – A copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a coverage agreement, DWC-81, DWC-82, DWC-83, or DWC-84 showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.

1.8.1.2 **Duration of the project** – Includes the time from the beginning of the work on the project until the contractor's/person's work on the project has been completed and accepted by the governmental entity.

1.8.1.3 **Persons providing services on the project ("subcontractor") in article 406.096** – Includes all persons or entities performing all or part of the services under the contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractor, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project. "Services" includes, without limitation, providing, hauling or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

1.8.2 The Contractor shall provide coverage, based on proper reporting of classification code and payroll amounts and filing any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the contractor providing services on the project, for the duration of the project.

1.8.3 The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract – refer **to Section 1.7** above.

1.8.4 If the coverage period shown on the Contractor's current certificate of coverage ends during the duration of the project, the Contractor must, prior to the end of the coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been extended.

1.8.5 The Contractor shall obtain from each person providing services on a project, and provide to the governmental entity:

1.8.5.1 A certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project; and

1.8.5.2 No later than seven (7) days after receipt by the Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate ends during the duration of the project.

1.8.6 The Contractor shall retain all required certificates of coverage for the duration of the project and for one (1) year thereafter.

1.8.7 The Contractor shall notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.

1.8.8 The Contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Department of Workers' Compensation, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.

1.8.9 The Contractor shall contractually require each person with whom it contracts to provide services on a project to:

1.8.9.1 Provide coverage, based on reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all its employees providing services on the project, for the duration of the project.

1.8.9.2 Provide to the Contractor, prior to that person beginning work on the project a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project.

1.8.9.3 Provide the Contractor, prior to the end of coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.

1.8.9.4 Obtain from each person with whom it contracts, and provide to the Contractor:

1.8.9.4.1 A certificate of coverage, prior to the other person beginning work on the project; and

1.8.9.4.2 the coverage period, if the coverage period shown on the current certificate of a new certificate of coverage showing extension of coverage, prior to the end of coverage ends during the duration of the project.

1.8.9.5 Retain all required certificates of coverage on file for the duration of the project and for one (1) year thereafter.

1.8.9.6 Notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and

1.8.9.7 Contractually require each person with whom it contracts to perform as required by paragraphs **1.8.1. – 1.8.7.**, with the certificates of coverage to be provided to the person for whom they are providing services.

1.8.10 By signing this contract or providing or causing to be provided a certificate of coverage, the Contractor is representing to the governmental entity that all employees of the contractor who will provide services of the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

1.8.11 The Contractor's failure to comply with any of these provisions is a breach of contract by the Contractor which entitles the governmental entity to declare the contract void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the governmental entity.

1.9 TERMS AND CONDITIONS.

1. Jefferson County reserves the right to request clarification of information submitted and to request additional information of one or more respondents.

2. Any agreement or contract resulting from this RFQ shall be on forms approved by Jefferson County and shall contain, at minimum, applicable provisions of this document. Jefferson County reserves the right to reject any

agreement that does not conform to this document and any County requirements and contracts.

3. The Surveyor shall not assign any interest in the contract and shall not transfer any interest in the same without prior written consent of the County.

4. No reports, information, or data given to or prepared by the Surveyor under contract shall be made available to any individual or organization by the Surveyor without the prior written approval of the County.

RESPONDENT: INSERT COPY OF CERTIFICATE OF INSURANCE (COI) BEHIND THIS PAGE.

Note: For RFQ response submission purposes, a general COI will suffice. However, a COI that includes the notation that "Jefferson County as an additional insured" will be required from Awarded Respondent(s) prior to the issuance of a Purchase Order.

REMEDIES

(For all awarded contracts with a value greater than $150,000.00)

Any violation or breach of terms of this contract on the part of the Contractor or the Contractor's subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this contract. The duties and obligations imposed by the contract documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. Any violation or breach of terms of this contract of the Contractor or the Contractor's sub-contractors will be subject to the remedies, including liquidated damages, described in the bid specifications or Request for Proposal and the Client rules and regulations and special conditions which are incorporated herein by reference in their entirety.

TERMINATION FOR CAUSE AND CONVENIENCE

(For all awarded contracts with a value greater than $10,000.00)

The Client reserves the right to terminate this contract for cause or convenience pursuant to the rules and regulations and special conditions which are incorporated herein by reference in their entirety.

EQUAL EMPLOYMENT OPPORTUNITY

(For all awarded contracts that meet the definition of "federally assisted construction contract" provided in 41 CFR Part 60-1.3) ***Contractor must complete enclosed certification***

During the performance of this contract, the contractor agrees as follows:

1. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:
Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this non-discrimination clause.

2. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

3. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

4. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

6. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation

to ascertain compliance with such rules, regulations, and orders.

7. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

8. The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

DAVIS-BACON ACT AND COPELAND "ANTI-KICKBACK" ACT

(The Davis-Bacon Act only applies to the Emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant Program. It DOES NOT apply to other FEMA grant and cooperative agreement programs, including the Public Assistance Program.

1. ***Minimum wages.***

   i. All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 193 7 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage dete1mination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

   Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1 (b)(2) of the

Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(l)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in §5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided,* that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(l)(ii) of this section) and the Davis Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

ii. (A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination, and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

2) The classification is utilized in the area by the construction industry; and

3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions , including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D)The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(l)(ii) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

i. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

ii. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided,* That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account asset for the meeting of obligations under the plan or program.

2. ***Withholding.***

The Federal Agency and/or Client shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 193 7 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the (Agency) may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. ***Payrolls and basic records.***

i. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section I (b) (2) (B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(I)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section I(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

ii. (A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the federal agency if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to the federal agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee *(e.g.,* the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at *http://www.dol.gov/esa/whd(forms/wh347instr.htm* or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the federal agency if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit them to the applicant, sponsor, or owner, as the case may be, for transmission to the federal agency, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, sponsor, or owner). (B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

1) That the payroll for the payroll period contains the information required to be provided under §5.5 (a) (3) (ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a) (3) (i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

i. The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section section available for inspection, copying, or transcription by authorized representatives of the federal agency or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. ***Apprentices and trainees.***

i. ***Apprentices.*** Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractors registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

ii. ***Trainees.*** Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in

accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

iii. ***Equal employment opportunity.*** The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

5. ***Compliance with Copeland Act requirements.***

The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

6. ***Subcontracts.***

The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a) (l) through (10) and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

7. ***Contract termination: debarment.***

A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. ***Compliance with Davis-Bacon and Related Act requirements.***

All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. ***Breach.***

A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

10. ***Disputes concerning labor standards.***

Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

11. ***Certification of eligibility.***

1) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis Bacon Act or 29 CFR 5.12(a)(l).

2) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(l).

3) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

(For all awarded contracts related to "mechanics and laborers" with a value greater than $100,000.00)

1) **Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
2) **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of $27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.
3) **Withholding for unpaid wages and liquidated damages.** The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.
4) **Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT

(This requirement **does not apply** to the Public Assistance, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households - Other Needs Assistance Grant Program, as FEMA awards under these programs do not meet the definition of "funding agreement." If FEMA federal award meets definition of "funding agreement" under 37 CFR §401.2(a), for all awarded contracts related to experimental, developmental, or research work type contracts)

(a) Definitions

(1) *Invention* means any invention or discovery which is or may be patentable or otherwise protectable under Title 35 of the United States Code, or any novel variety of *et seq.).*
(2) *Subject invention* means any invention of the *contractor* conceived or first actually reduced to practice in the performance of work under this *contract,* provided that in the case of a variety of plant, the date of determination (as defined in section 41(d) of the Plant Variety Protection Act, 7 U.S.C. 240l (d)) must also occur during the period of *contract* performance.
(3) *Practical Application* means to manufacture in the case of a composition or product, to practice in the case of a process or method, or to operate in the case of a machine or system; and, in each case, under such conditions as to establish that the invention is being utilized and that its benefits are, to the extent permitted by law or government regulations, available to the public on reasonable terms.
(4) *Made* when used in relation to any invention means the conception or first actual reduction to practice of such invention.
(5) *Small Business Firm* means a small business concern as defined at section 2 of Pub. L. 85-536 (15 U.S.C. 632) and implementing regulations of the Administrator of the Small Business Administration. For the purpose of this clause, the size standards for small business concerns involved in government procurement and subcontracting at 13 CFR 121.3-8 and 13 CFR 121.3- 12, respectively, will be used.

(6) *Nonprofit Organization* means a university or other institution of higher education or an organization of the type described in section 501 (c) {3) of the Internal Revenue Code of 1954 (26 U.S.C. 501(c) and exempt from taxation under section 501(a) of the Internal Revenue Code (25 U.S.C. 501(a)) or any nonprofit scientific

or educational organization qualified under a state nonprofit organization statute.

(b) Allocation of Principal Rights

The *Contractor* may retain the entire right, title, and interest throughout the world to each subject invention subject to the provisions of this clause and 35 U.S.C. 203. With respect to any subject invention in which the *Contractor* retains title, the Federal government shall have a nonexclusive, non-transferable, irrevocable, paid-up license to practice or have practiced for or on behalf of the United States the subject invention throughout the world.

(c) Invention Disclosure, Election of Title and Filing of Patent Application by *Contractor*

(1) The *contractor* will disclose each subject invention to the *Federal Agency* within two months after the inventor discloses it in writing to *contractor* personnel responsible for patent matters. The disclosure to the agency shall be in the form of a written report and shall identify the *contract* under which the invention was made and the inventor(s). It shall be sufficiently complete in technical detail to convey a clear understanding to the extent known at the time of the disclosure, of the nature, purpose, operation, and the physical, chemical, biological or electrical characteristics of the invention. The disclosure shall also identify any publication, on sale or public use of the invention and whether a manuscript describing the invention has been submitted for publication and, if so, whether it has been accepted for publication at the time of disclosure. In addition, after disclosure to the *agency,* the *Contractor* will promptly notify the *agency* of the acceptance of any manuscript describing the invention for publication or of any on sale or public use planned by the *contractor.*

(2) The *Contractor* will elect in writing whether or not to retain title to any such invention by notifying the *Federal agency* within two years of disclosure to the *Federal agency.* However, in any case where publication, on sale or public use has initiated the one-year statutory period wherein valid patent protection can still be obtained in the United States, the period for election of title may be shortened by the *agency* to a date that is no more than 60 days prior to the end of the statutory period.

(3) The *contractor* will file its initial patent application on a subject invention to which it elects to retain title within one year after election of title or, if earlier, prior to the end of any statutory period wherein valid patent protection can be obtained in the United States after a publication, on sale, or public use. The *contractor* will file patent applications in additional countries or international patent offices within either ten months of the corresponding initial patent application or six months from the date permission is granted by the Commissioner of Patents and Trademarks to file foreign patent applications where such filing has been prohibited by a Secrecy Order.

(4) Requests for extension of the time for disclosure, election, and filing under subparagraphs (1), (2), and (3) may, at the discretion of the *agency,* be granted.

(d) Conditions When the Government May Obtain Title

The *contractor* will convey to the *Federal agency,* upon written request, title to any subject invention-

(1) If the *contractor* fails to disclose or elect title to the subject invention within the times specified in (c), above, or elects not to retain title; provided that the *agency* may only request title within 60 days after learning of the failure of the *contractor* to disclose or elect within the specified times.

(2) In those countries in which the *contractor* fails to file patent applications within the times specified in (c) above; provided, however, that if the *contractor* has filed a patent application in a country after the times specified in (c) above, but prior to its receipt of the written request of the *Federal agency,* the *contractor* shall continue to retain title in that country.

(3) In any country in which the *contractor* decides not to continue the prosecution of any application for, to pay the maintenance fees on, or defend in reexamination or opposition proceeding on, a patent on a subject invention.

(e) Minimum Rights to *Contractor* and Protection of the *Contractor* Right to File

(1) The *contractor* will retain a nonexclusive royalty-free license throughout the world in each subject invention to which the Government obtains title, except if the *contractor* fails to disclose the invention within the times specified in (c), above. The *contractor's* license extends to its domestic subsidiary and affiliates, if any, within the corporate structure of which the *contractor* is a party and includes the right to grant sublicenses of the same scope to the extent the *contractor* was legally obligated to do so at the time the *contract* was awarded. The license is transferable only with the approval of the *Federal* to which the invention pertains.

(2) The *contractor's* domestic license may be revoked or modified by the *funding Federal agency* to the extent necessary to achieve expeditious practical application of the subject invention pursuant to an application for an exclusive license submitted in accordance with applicable provisions at 37 CFR part 404 and *agency*

licensing regulations (if any). This license will not be revoked in that field of use or the geographical areas in which the *contractor* has achieved practical application and continues to make the benefits of the invention reasonably accessible to the public. The license in any foreign country may be revoked or modified at the discretion of the *funding Federal agency* to the extent the *contractor,* its licensees, or the domestic subsidiaries or affiliates have failed to achieve practical application in that foreign country.

(3) Before revocation or modification of the license, the *funding Federal agency* will furnish the *contractor* a written notice of its intention to revoke or modify the license, and the *contractor* will be allowed thirty days (or such other time as may be authorized by the *funding Federal agency* for good cause shown by the *contractor)* after the notice to show cause why the license should not be revoked or modified. The *contractor* has the right to appeal, in accordance with applicable regulations in 37 CFR part 404 and *agency* regulations (if any) concerning the licensing of Government-owned inventions, any decision concerning the revocation or modification of the license.

(f) *Contractor* Action to Protect the Government's Interest

(1) The *contractor* agrees to execute or to have executed and promptly deliver to the *Federal agency* all instruments necessary to

(i) establish or confirm the rights the Government has throughout the world in those subject inventions to which the *contractor* elects to retain title, and

(ii) convey title to the *Federal agency* when requested under paragraph (d) above and to enable the government to obtain patent protection throughout the world in that subject invention.

(2) The *contractor* agrees to require, by written agreement, its employees, other than clerical and nontechnical employees, to disclose promptly in writing to personnel identified as responsible for the administration of patent matters and in a format suggested by the *contractor* each subject invention made under *contract* in order that the *contractor* can comply with the disclosure provisions of paragraph (c), above, and to execute all papers necessary to file patent applications on subject inventions and to establish the government's rights in the subject inventions. This disclosure format should require, as a minimum, the information required by (c) (l), above. The *contractor* shall instruct such employees through employee agreements or other suitable educational programs on the importance of reporting inventions in sufficient time to permit the filing of patent applications prior to U.S. or foreign statutory bars.

(3) The *contractor* will notify the *Federal agency* of any decisions not to continue the prosecution of a patent application, pay maintenance fees, or defend in a reexamination or opposition proceeding on a patent, in any country, not less than thirty days before the expiration of the response period required by the relevant patent office.

(4) The *contractor* agrees to include, within the specification of any United States patent applications and any patent issuing thereon covering a subject invention, the following statement, "This invention was made with government support under (identify the *contract)* awarded by (identify the Federal agency). The government has certain rights in the invention."

(g) Subcontracts

(1) The *contractor* will include this clause, suitably modified to identify the parties, in all subcontracts, regardless of tier, for experimental, developmental or research work. The subcontractor will retain all rights provided for the *contractor* in this clause, and the *contractor* will not, as part of the consideration for awarding the subcontract, obtain rights in the subcontractor's subject inventions.

(2) In the case of subcontracts, at any tier, when the prime award with the Federal agency was a contract (but not a grant or cooperative agreement), the *agency,* subcontractor, and the contractor agree that the mutual obligations of the parties created by this clause constitute a contract between the subcontractor and the Federal agency with respect to the matters covered by the clause; provided, however, that nothing in this paragraph is intended to confer any jurisdiction under the Contract Disputes Act in connection with proceedings under paragraph (i) of this clause.

(h) Reporting on Utilization of Subject Inventions

The *Contractor* agrees to submit on request periodic reports no more frequently than annually on the utilization of a subject invention or on efforts at obtaining such utilization that are being made by the *contractor* or its licensees or assignees. Such reports shall include information regarding the status of development, date of first commercial sale or use, gross royalties received by the contractor, and such other data and information as the *agency* may reasonably specify. The *contractor* also agrees to provide additional reports as may be requested by the *agency* in connection with

any march-in proceeding undertaken by the *agency* in accordance with paragraph (i) of this clause. As required by 35 U.S.C. 202(c) (5), the *agency* agrees it will not disclose such information to persons outside the government without permission of the *contractor.*

(i) Preference for United States Industry

Notwithstanding any other provision of this clause, the *contractor* agrees that neither it nor any assignee will grant to any person the exclusive right to use or sell any subject inventions in the United States unless such person agrees that any products embodying the subject invention or produced through the use of the subject invention will be manufactured substantially in the United States. However, in individual cases, the requirement for such an agreement may be waived by the *Federal agency* upon a showing by the *contractor* or its assignee that reasonable but unsuccessful efforts have been made to grant licenses on similar terms to potential licensees that would be likely to manufacture substantially in the United States or that under the circumstances domestic manufacture is not commercially feasible.

(j) March-in Rights

The *contractor* agrees that with respect to any subject invention in which it has acquired title, the *Federal agency* has the right in accordance with the procedures in 37 CFR 401.6 and any supplemental regulations of the *agency* to require the *contractor,* an assignee or exclusive licensee of a subject invention to grant a nonexclusive, partially exclusive, or exclusive license in any field of use to a responsible applicant or applicants, upon terms that are reasonable under the circumstances, and if the *contractor,* assignee, or exclusive licensee refuses such a request the *Federal agency* has the right to grant such a license itself if the *Federal agency* determines that:

(1) Such action is necessary because the *contractor* or assignee has not taken or is not expected to take within a reasonable time, effective steps to achieve practical application of the subject invention in such field of use.

(2) Such action is necessary to alleviate health or safety needs which are not reasonably satisfied by the *contractor,* assignee or their licensees;

(3) Such action is necessary to meet requirements for public use specified by Federal regulations and such requirements are not reasonably satisfied by the *contractor,* assignee or licensees; or

(4) Such action is necessary because the agreement required by paragraph (i) of this clause has not been obtained or waived or because a licensee of the exclusive right to use or sell any subject invention in the United States is in breach of such agreement.

(k) Special Provisions for *Contracts* with Nonprofit Organizations If the *contractor* is a nonprofit organization, it agrees that:

(1) Rights to a subject invention in the United States may not be assigned without the approval of the *Federal agency,* except where such assignment is made to an organization which has as one of its primary functions the management of inventions, provided that such assignee will be subject to the same provisions as the *contractor;*

(2) The *contractor* will share royalties collected on a subject invention with the inventor, including Federal employee co-inventors (when the agency deems it appropriate) when the subject invention is assigned in accordance with 35 U.S.C. 202(e) and 37 CFR 401.10;

(3) The balance of any royalties or income earned by the *contractor* with respect to subject inventions, after payment of expenses (including payments to inventors) incidental to the administration of subject inventions, will be utilized for the support of scientific research or education; and

(4) It will make efforts that are reasonable under the circumstances to attract licensees of subject invention that are small business firms and that it will give a preference to a small business firm when licensing a subject invention if the *contractor* determines that the small business firm has a plan or proposal for marketing the invention which, if executed, is equally as likely to bring the invention to practical application as any plans or proposals from applicants that are not small business firms; provided, that the *contractor* is also satisfied that the small business firm has the capability and resources to carry out its plan or proposal. The decision whether to give a preference in any specific case will be at the discretion of the *contractor.* However, the *contractor* agrees that the Secretary applicants, and the *contractor* will negotiate changes to its licensing policies, procedures, or practices with the Secretary when the Secretary's review discloses that the *contractor* could take reasonable steps to implement more effectively the requirements of this paragraph (k)(4).

(l) Communication

Any communications to be given hereunder by either party to the other shall be deemed to be duly given if set forth in writing and personally delivered or sent by mail, registered or certified, postage prepaid with return receipt requested, as follows:

_____

_____

_____

_____

Written notices hereunder delivered personally shall be deemed communicated as of actual receipt; mailed notices shall be deemed communicated five (5) days after deposit in the mail, post prepaid, certified, in accordance with this Paragraph.

CLEAN AIR ACT

(For all awarded contracts with a value greater than $150,000.00)

(m) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

(n) The contractor agrees to report each violation to the (name of applicant entering into the contract) and understands and agrees that the (name of the applicant entering into the contract) will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(o) The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

FEDERAL WATER POLLUTION CONTROL ACT

(For all awarded contracts with a value greater than $150,000.00)

(1) The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

(2) The contractor agrees to report each violation to the (name of the applicant entering into the contract) and understands and agrees that the (name of the applicant entering into the contract) will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

DEBARMENT AND SUSPENSION ***Contractor must complete enclosed certification***

(1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by Client. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to (insert name of recipient/subrecipient/applicant), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

BYRD ANTI-LOBBYING AMENDMENT

(For all awarded contracts with a value greater than $100,000.00.) ***Contractor must complete enclosed certification***

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended) Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

The Contractor certifies, to the best of his or her knowledge and belief that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) Contractor will include language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of $150,000.00 shall certify and disclose accordingly.

PROCUREMENT OF RECOVERED MATERIALS

(The requirements of Section 6002 include procuring only items designated in guidelines of the EPA at 40

C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired by the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.)

(1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA designated items unless the product cannot be acquired:

   a) Competitively within a timeframe providing for compliance with the contract performance schedule;

   b) Meeting contract performance requirements; or

   c) At a reasonable price.

(2) Information about this requirement is available at EPA's Comprehensive Procurement Guidelines website, http://www.epa.gov/cpg/.

   The list of EPA-designate items is available at http://www.epa.gov/cpg/products.htm.

(3) The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the "Solid Waste Disposal Act."

ACCESS TO RECORDS

The following access to records requirements apply to this contract:

(1) The Contractor agrees to provide the Client, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

(2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

(4) In compliance with the Disaster Recovery Act of 2018, the Client and the Contractor acknowledge and agree

that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

CHANGES

To be eligible for FEMA assistance under the non-Federal entity's FEMA grant or cooperative agreement, the cost of the change, modification, change order, or constructive change must be allowable, allocable, within the scope of its grant or cooperative agreement, and reasonable for the completion of project scope.

FEMA recommends, therefore, that a non-Federal entity include a changes clause in its contract that describes how, if at all, changes can be made by either party to alter the method, price, or schedule of the work without breaching the contract. The language of the clause may differ depending on the nature of the contract and the end-item procured.

DHS SEAL, LOGO, AND FLAGS

The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS

This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

NO OBLIGATION BY FEDERAL GOVERNMENT

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.

PROHIBITION ON CONTRACTING FOR COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES

2 C.F.R. § 200.216, as implemented by FEMA Policy 405-143-1, prohibits the Contractor from using equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

DOMESTIC PREFERENCES FOR PROCUREMENTS

As appropriate and to the extent consistent with law, the Contractor agrees, to the greatest extent practicable, prefer the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).

AFFIRMATIVE SOCIOECONOMIC STEPS

If subcontracts are to be let, the prime contractor is required to take all necessary steps identified in 2 C.F.R. § 200.321(b)(1)-(5) to ensure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

COPYRIGHT AND DATA RIGHTS

"License and Delivery of Works Subject to Copyright and Data Rights"

The Contractor grants to the Client a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this contract, the Contractor will identify such data and grant to the Client or acquires on its behalf a license of the same scope as for data first produced in the performance of this contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this contract, the Contractor will deliver to the Client data first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by the Client."

BYRD ANTI-LOBBYING CERTIFICATION

Certification for Contracts, Grants, Loans, and Cooperative Agreements-The undersigned certifies, to the best of his or her knowledge and belief, that:

1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The Contractor _____ certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

_____

Signature of Contractor's Authorized Official

_____

Name and Title of Contractor's Authorized Official

_____

Date

REQUIRED FORM
Bidder: Please complete this form and include with bid submission.

Non-Federal entities and contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, Debarment and Suspension (1986) and Executive Order 12689, Debarment and Suspension (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (No procurement Debarment and Suspension).

This requirement applies to all FEMA grant and cooperative agreement programs.

Federal Executive Order (E .O.) 12549 "Debarment" requires that all contractors receiving individual awards, using federal funds, and all sub recipients certify that the organization and its principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from doing business with the Federal Government. By signing this document, you certify that your organization and its principals are not debarred. Failure to comply or attempts to edit this language may disqualify your bid. Information on debarment is available at the following websites: www.sam.gov and https://acguisition.gov/far/index.html see section 52.209-6.

The Contractor _____ certifies or affirms by your signature that neither you nor your principal is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

_____

Signature of Contractor's Authorized Official

_____

Name and Title of Contractor's Authorized Official

_____

Date

REQUIRED FORM
Bidder: Please complete this form and include with bid submission.

1. EQUAL EMPLOYMENT OPPORTUNITY (Equal Opportunity Clause)
(For all awarded contracts that meet the definition of "federally assisted construction contract" provided in 41 CFR Part 60-1.3)

During the performance of this contract, the contractor agrees as follows:

1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

   Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or order this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

_____

Signature of Contractor's Authorized Official

_____

Name and Title of Contractor's Authorized Official

_____

Date

REQUIRED FORM
Bidder: Please complete this form and include with bid submission.

The following requirements and instructions **supersede** General Requirements where applicable.

3.1 SUBMISSION OF QUALIFICATIONS.

Each Respondent shall ensure that required parts of the RFQ response are completed with accuracy and submitted as per the requirements within this specifications packet, including any addenda.

Responses must be submitted in complete original form by mail or messenger to the following address:

Jefferson County Purchasing Department
1149 Pearl Street, 1st Floor
Beaumont, TX 77701

Respondent shall submit response in a tightly sealed opaque envelope or box, plainly marked "SEALED RFQ RESPONSE." The outside of the envelope of box shall also include the RFQ Number, RFQ Name, RFQ Due Date, and the Respondent's Name and Address; and shall be addressed to the Purchasing Agent.

The County requests that response submissions NOT be bound by staples or glued spines.

Respondent is responsible for submitting: One (1) original and five (5) response copies; with all copies to include a completed copy of this specifications packet, in its entirety.

Respondent shall monitor the Jefferson County Purchasing Department Website for any addenda, additional instructions, or RFQ updates. https://www.co.jefferson.tx.us/Purchasing/

Failure to return all required documentation will result in a response being declared as non-responsive.

3.2 DEADLINE FOR RESPONSE SUBMISSIONS/DELIVERY.

All submissions must be received by 11:00 am CT, Wednesday, August 31, 2022

RFQ responses will be accepted at the above address until the time and date specified herein, and immediately after will be publicly opened and read aloud.

Late responses will not be accepted and will be returned unopened to the Respondent.

Jefferson County will not accept any responsibility for responses being delivered by third party carriers.

Jefferson County shall not be responsible for any effort or cost expended in the preparation of a response to this RFQ.

All responses submitted in response to this invitation shall become the property of Jefferson County and will be a matter of public record available for review.

All protests should be coordinated through the Purchasing Office prior to award recommendation to Commissioners' Court.

Please direct questions to **Mistey Reeves, Assistant Purchasing Agent** at 409-835-8593 or e-mail at: mreeves@co.jefferson.tx.us.

3.3 COURTHOUSE SECURITY.

All visitors to the Courthouse must pass through Security. Respondents planning to hand deliver their RFQ response must allow time to get through Security, as a delay in entering the Courthouse will not be accepted as an excuse for late submittal. Mondays and Tuesdays are particularly heavy days.

In response to the Covid-19 pandemic, Jefferson County has implemented precautionary measures recommended by the CDC within its facilities. Visitors to the courthouse will be required to wear a mask within the courthouse.

Respondents are strongly urged to plan accordingly.

3.4 COUNTY HOLIDAYS (2022).

January 17, 2022	Martin Luther King, Jr. Day	Monday
February 21, 2022	President's Day	Monday
April 15, 2022	Good Friday	Friday
May 30, 2022	Memorial Day	Monday
July 4, 2022	Independence Day	Monday
September 5, 2022	Labor Day	Monday
November 11, 2022	Veteran's Day	Friday
November 24 & 25, 2022	Thanksgiving	Thursday & Friday
December 23 & 26, 2022	Christmas	Friday & Monday
January 2, 2023	New Year's	Monday

3.5 SUBMISSIONS DURING TIME OF INCLEMENT WEATHER, DISASTER, OR EMERGENCY.

In case of inclement weather or any other unforeseen event causing the County to close for business on the date of a bid/proposal/statement of qualifications submission deadline, the RFQ closing will automatically be postponed until the next business day that County offices are open to the public. Should inclement weather conditions or any other unforeseen event cause delays in courier service operations, the County may issue an addendum to all known vendors interested in the project to extend the deadline. It will be the responsibility of the vendor to notify the county of their interest in the project should these conditions impact their ability to submit a bid/proposal/statement of qualifications submission before the stated deadline. The County reserves the right to make the final judgement call to extend any deadline.

Should an emergency or unanticipated event interrupt normal County processes, and bid/proposal/statement of qualifications submissions cannot be received by the Jefferson County Purchasing Department's office by the exact time specified in the RFQ and urgent County requirements preclude amendment to the RFQ, the time specified for receipt of Statements of Qualifications will be deemed to be extended to the same time of day specified in the solicitation on the first business day on which normal County processes resume.

Proposals will be opened publicly in a manner to avoid public disclosure of contents; however, only names of Proposers will be read aloud.

3.6 PRE-PROPOSAL CONFERENCE.

Due to the nature of this Request for Proposals, a Pre-Proposal Conference will not be held for this project.

3.7 QUESTIONS/DEADLINE FOR QUESTIONS.

Questions may be emailed to **Mistey Reeves, Assistant Purchasing Agent** at: mreeves@co.jefferson.tx.us or faxed at: 409-835-8456. If no response in 72 hours contact **Deborah Clark, Purchasing Agent** at: dclark@co.jefferson.tx.us or faxed at: 409-835-8456.

The Deadline for asking questions or requesting additional information (in writing) is 5:00 pm, CT, **August 24, 2022.**

3.8 VENDOR REGISTRATION: SAM (SYSTEM FOR AWARD MANAGEMENT).

Vendors doing business with Jefferson County are **required** to be registered with The System for Award Management (SAM), with an "active" status. The System for Award Management (SAM) is the Official U.S. Government system that consolidated the capabilities of CCR/FedReg, ORCA, and EPLS. There is NO fee to register for this site. Entities may register at no cost directly from the SAM website at: https://www.sam.gov

In instances where a vendor has either an "Inactive" SAM Registration or is not currently registered with the System for Award Management, the Purchasing Department may *initially* accept proof (printout from the SAM website) that the vendor has begun the registration process in order for the IFB/RFQ/RFQ submission to be considered as "responsive" to the specifications for the project.

However, the SAM Registration must be completed (showing "active" status, with no exclusions) prior to the award and/or execution of an agreement or contract for the project.

3.9 FORM 1295 SUBMISSION REQUIREMENT (TEXAS ETHICS COMMISSION).

ALL NON-EXEMPT RESPONDENTS ARE REQUIRED TO SUBMIT COMPLETED FORM 1295 WITH RFQ RESPONSE SUBMISSION.

INSTRUCTIONS:

(1) Submit a FORM 1295 online via the Texas Ethics Commission website link below.
Vendors must enter the required information on Form 1295, and print a copy of the completed form.
The form will include a certification of filing that will contain a unique certification number.

2. Submit a FORM 1295 hard copy (completed & signed by an Authorized Agent of the Awarded Vendor), to the Jefferson County Purchasing Department WITH RFQ SUBMISSION.

FORM 1295, Completion Instructions, and Login Instructions are available via the Texas Ethics Commission Website at:
https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

SAMPLE: A sample of a completed FORM 1295 is included on PAGE 27.

FORM 1295 Implementation Background:

In accordance with House Bill 1295 (passed January 1, 2016), Vendors entering into contracts and professional agreements with Jefferson County will be required to complete a Certificate of Interested Parties (FORM 1295), **unless contract is considered exempt as described below.**

In 2017, the Texas legislature amended the law to require Form 1295 to include an "unsworn declaration" which includes, among other things, the date of birth and address of the authorized representative signing the form. The unsworn declaration, including the date of birth and address of the signatory, replaces the notary requirement that applied to contracts entered into before January 1, 2018. The TEC filing application does not capture the date of birth or street address of the signatory and it will not appear on forms that are filed using the TEC filing application.

Changes to the law requiring certain businesses to file a Form 1295 are in effect for contracts entered into or amended on or after January 1, 2018. The changes exempt businesses from filing a Form 1295 for certain types of contracts and replace the need for a completed Form 1295 to be notarized. Instead, the person filing a 1295 needs to complete an "unsworn declaration."

FORM 1295 EXEMPTIONS:

What type of contracts are exempt from the Form 1295 filing requirement under the amended law?

The amended law adds to the list of types of contract exempt from the Form 1295 filing requirement.

A completed Form 1295 is not required for:

- a sponsored research contract of an institution of higher education
- an interagency contract of a state agency or an institution of higher education
- a contract related to health and human services if: the value of the contract cannot be determined at the time the contract is executed; and o any qualified vendor is eligible for the contract
- a contract with a publicly traded business entity, including a wholly owned subsidiary of the business entity
- a contract with an electric utility, as that term is defined by Section 31.002, Utilities Code
- a contract with a gas utility, as that term is defined by Section 121.001, Utilities Code

CERTIFICATE OF INTERESTED PARTIES FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY

1 **Name of business entity filing form, and the city, state and country of the business entity's place of business.**

YOUR FIRM NAME HERE

2 **Name of governmental entity or state agency that is a party to the contract for which the form is being filed.**

**JEFFERSON COUNTY, TEXAS*

3 **Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.**

BID/CONTRACT/PO NUMBER GOES HERE

4 Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
		Controlling	Intermediary
NAME OF PERSON/PERSONS THAT OWN BUSINESS GOES HERE. MUST LIST ANY PERSON THAT DOES NOT WORK FOR THE COMPANY LISTED IN #1 THAT WILL PROFIT FROM THE BID/CONTRACT/PO			

5 **Check only if there is NO Interested Party.** ☐ **ONLY CHECK IF NO CONTROLLING OR INTERMEDIARY PARTY**

6 **UNSWORN DECLARATION** Vendor is to complete #6 - Unsworn Declaration

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____ County, State of _____, on the _____ day of _____, 20_____.
(month) (year)

_____
Signature of authorized agent of contracting business entity
(Declarant)

ADD ADDITIONAL PAGES AS NECESSARY

Form provided by Texas Ethics Commission www.ethics.state.tx.us Revised 12/22/2017

Must file online at www.ethics.state.tx.us/File

RESPONDENT: INSERT COMPLETED FORM 1295 BEHIND THIS PAGE.

BIDDER: INSERT PROOF OF SYSTEM FOR AWARD MANAGEMENT (SAM) REGISTRATION PROOF HERE. THE WEBSITE FOR REGISTRATION IS SAM.GOV.

3.10 MINIMUM REQUIREMENTS: FIRM INFORMATION TO BE INCLUDED IN RESPONSE.

Firms desiring to be considered for Surveyor for Jefferson County are required to submit a Statement of Qualifications and Experience in order to be considered for contracts under this procedure. Only firms with statements submitted in response to this Request for Qualifications will be evaluated. The statement should contain, at a minimum, the following:

1. Name of the firm wishing to contract with the County.
2. Firm's local address.
3. Firm's corporate or main office address.
4. Number of years the firm has been in business.
5. Names, qualifications, and experience of professional staff who would be assigned to Jefferson County.
6. Firm's organization chart.
7. Biographies or resumes, including home office location and other relevant information, for each key staff member likely to be assigned to a project.
8. Names, titles, address, and telephone numbers of persons who are authorized to negotiate for and contractually bind the firm. One of these persons should sign the response. A contact must be named for addressing questions generated during the evaluation process.
9. A description of representative work accomplished for all jobs within the past five (5) years.
10. Provide a detailed summary of the firm's experience in providing the kinds of services specified in this RFQ to governmental entities.
11. Describe reasons why the firm would be uniquely qualified to provide survey services to Jefferson County.
12. Describe any unique services offered by your firm.
13. A list of references, other than Jefferson County, who have contracted the types of work the firm, is offering to perform. A reference form is included on Page 32 of this package.

3.11 ADDITIONAL INFORMATION TO BE INCLUDED IN RESPONSE.

1. Provide a listing of all current litigation(s), outstanding judgements and liens affecting the firm.

3.12 CONFIDENTIAL/PROPRIETARY INFORMATION.

If any material in the Statement of Qualifications is considered by Respondent to be confidential or proprietary information (including manufacturing and/or design processes exclusive to the Respondent), Respondent **must** clearly mark the applicable pages of Respondent's Statement of Qualifications to indicate each claim of confidentiality. Additionally, Respondent must include a statement on company letterhead identifying all Statement of Qualifications section(s) and page(s) that have been marked as confidential. Jefferson County will protect from public disclosure such portions of a Statement of Qualifications, unless directed otherwise by legal authority, including existing open records acts. Merely making a blanket claim that the entire Statement of Qualifications submission is protected from disclosure because it contains some proprietary information is not acceptable, and will make the entire Statement of Qualifications subject to release under the Texas Public Information Act.

By submitting a Statement of Qualifications, Respondent agrees to reproduction by Jefferson County, without cost or liability, of any copyrighted portions of Respondent's Statement of Qualifications submission or other information submitted by Respondent.

3.13 EVALUATION SCORING CRITERIA FOR RFQ RESPONSES

The appointed Evaluation Committee will consider the following criteria in evaluating responses:

Technical Approach.....20 points

Firm Experience, Stability and References.....40 points

Workload Capacity.....10 points

Professional Qualifications and Individual Experience.....30 points

Instructions: Complete the form below. Please provide legible, accurate, and complete contact information. PLEASE PRINT.

RFQ Number & Name: (RFQ 22-044/MR) Elevation Certificates for Flood Pre-Mitigation

Respondent's Company/Business Name: _____

Respondent's TAX ID Number: _____

***If Applicable*:** **HUB Vendor No.** _____ **DBE Vendor No.** _____

Contact Person: _____ **Title:** _____

Phone Number (with area code): _____

Alternate Phone Number if available (with area code): _____

Fax Number (with area code): _____

Email Address: _____

Mailing Address (Please provide a physical address for bid bond return, if applicable):

_____
Address

_____
City, State, Zip Code

REQUIRED FORM
Respondent: Please complete this form and include with RFQ submission.

VENDOR REFERENCES FORM

Respondent: Please list at least three (3) companies or governmental agencies (preferably a municipality) where the same or similar products and/or services as contained in this specification package were recently provided.

REQUIRED FORM
Respondent: Please complete this form and include with RFQ submission.

REFERENCE ONE

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ Fax: _____

Email Address: _____ Contract Period: _____

Scope of Work: _____

REFERENCE TWO

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ Fax: _____

Email Address: _____ Contract Period: _____

Scope of Work: _____

REFERENCE THREE

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ Fax: _____

Email Address: _____ Contract Period: _____

Scope of Work: _____

SIGNATURE PAGE

As permitted under Article 4413 (32c) V.A.C.S., other governmental entities may wish to participate under the same terms and conditions contained in this contract (i.e., piggyback). In the event any other entity participates, all purchase orders will be issued directly from and shipped directly to the entity requiring supplies/services. Jefferson County shall not be held responsible for any orders placed, deliveries made or payment for supplies/services ordered by another entity. Each entity reserves the right to determine their participation in this contract.

Would Respondent be willing to allow other governmental entities to piggyback off this contract, if awarded, under the same terms and conditions?.....**Yes** ☐ **No** ☐

This Statement of Qualifications/RFQ Response shall remain in effect for ninety (90) days from RFQ opening and shall be exclusive of federal excise and state and local sales tax (exempt).

The undersigned agrees, if this RFQ response is accepted, to furnish any and all items upon which prices are offered, at the price and upon the terms and conditions contained in the Request for Statements of Qualification, Conditions of RFQ Response, Terms of Contract, and Specifications and all other items made a part of the accepted contract.

The undersigned affirms that they are duly authorized to execute the contract, that this company, corporation, firm, partnership or individual has not prepared this RFQ response in collusion with any other Respondent, and that the contents of this RFQ response as to prices, terms or conditions of said response have not been communicated by the undersigned nor by any employee or agent to any other RFQ Respondent or to any other person(s) engaged in this type of business prior to the official opening of this RFQ. And further, that neither the Respondent nor their employees nor agents have been for the past six (6) months directly nor indirectly concerned in any pool or agreement or combination to control the price of goods or services on, nor to influence any person to respond or not to respond thereon.

RFQ Respondent (Entity Name)	Signature
Street & Mailing Address	Print Name
City, State & Zip	Date Signed
Telephone Number	Fax Number
E-mail Address	

REQUIRED FORM
Respondent: Please complete this form and include with RFQ submission.

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The Contractor, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

_____

Signature of Contractor's Authorized Official

_____

Name and Title of Contractor's Authorized Official *(Please Print)*

_____

Date

REQUIRED FORM
Respondent: Please complete this form and include with RFQ submission.

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether sub-awardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.

2. Identify the status of the covered Federal action.

3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.

4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the sub-awardee, e.g., the first sub-awardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.

5. If the organization filing the report in item 4 checks "Sub-awardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.

6. Enter the name of the federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.

7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.

8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFQ) number; Invitations for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Included prefixes, e.g., "RFQ-DE-90-001."

9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.

10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).

11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503

Approved by OMB
0348-0046

Disclosure of Lobbying Activities

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure)

Type of Federal Action: a. contract ____ b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	**Status of Federal Action:** a. bid/offer/application _____ b. initial award c. post-award	**Report Type:** a. initial filing _____ b. material change

Name and Address of Reporting Entity: ____ Prime _____ Sub-awardee Tier_____, if Known: **Congressional District, if known:**	**If Reporting Entity in No. 4 is Sub-awardee,** Enter Name and Address of Prime: **Congressional District, if known:**
Federal Department/Agency:	**7. Federal Program Name/Description:** CFDA Number, *if applicable*: _____
Federal Action Number, *if known:*	**9. Award Amount,** *if known:* **$**
10. a. Name and Address of Lobbying Registrant *(if individual, last name, first name, MI):*	**b. Individuals Performing Services** *(including address if different from No. 10a)* *(last name, first name, MI):*
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.	**Signature:** _____ **Print Name:** _____ **Title:** _____ **Telephone No.:** _____ **Date:** _____
Federal Use Only	**Authorized for Local Reproduction** **Standard Form - LLL (Rev. 7-97)**

REQUIRED FORM
Respondent: Please complete this form and include with RFQ submission.

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

(A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;

(B) a transaction conducted at a price and subject to terms available to the public; or

(C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

***

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds $2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than $100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

Form provided by Texas Ethics Commission www.ethics.state.tx.us Revised 11/30/2015

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. *See* Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY
Date Received

1 **Name of vendor who has a business relationship with local governmental entity.**

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information in this section is being disclosed.**

_____
Name of Officer

This section (item 3 including subparts A, B, C, & D) must be completed for each officer with whom the vendor has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more?

☐ Yes ☐ No

D. Describe each employment or business and family relationship with the local government officer named in this section.

4

_____ _____
Signature of vendor doing business with the governmental entity Date

Adopted 8/7/2015

REQUIRED FORM
<u>Respondent</u>: Please complete this form and include with RFQ submission.

LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT

FORM CIS

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This is the notice to the appropriate local governmental entity that the following local government officer has become aware of facts that require the officer to file this statement in accordance with Chapter 176, Local Government Code.

OFFICE USE ONLY

Date Received

1 **Name of Local Government Officer**

2 **Office Held**

3 **Name of vendor described by Sections 176.001(7) and 176.003(a), Local Government Code**

4 **Description of the nature and extent of employment or other business relationship with vendor named in item 3**

5 **List gifts accepted by the local government officer and any family member, if aggregate value of the gifts accepted from vendor named in item 3 exceeds $100 during the 12-month period described by Section 176.003(a)(2)(B).**

Date Gift Accepted _____ Description of Gift _____

Date Gift Accepted _____ Description of Gift _____

Date Gift Accepted _____ Description of Gift _____

(attach additional forms as necessary)

6 **AFFIDAVIT**

I swear under penalty of perjury that the above statement is true and correct. I acknowledge that the disclosure applies to each family member (as defined by Section 176.001(2), Local Government Code) of this local government officer. I also acknowledge that this statement covers the 12-month period described by Section 176.003(a)(2)(B), Local Government Code.

_____
Signature of Local Government Officer

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said_____, this the _____ day of _____, 20 _____, to certify which, witness my hand and seal of office.

_____
Signature of officer administering oath | Printed name of officer administering oath | Title of officer administering oath

Adopted 8/7/2015

THIS FORM IS FOR OFFICE USE ONLY

Pursuant to Texas Government Code §2252.001 *et seq.*, as amended, Jefferson County requests Resident Certification. §2252.001 *et seq.* of the Government Code provides some restrictions on the awarding of governmental contracts; pertinent provisions of §2252.001 are stated below:

(3) "Non-resident RFQ Respondent" refers to a person who is not a resident.

(4) "Resident RFQ Respondent" refers to a person whose principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

☐ I certify that _____ [company name] is a Resident Respondent of Texas as defined in Government Code §2252.001.

☐ I certify that _____ [company name] is a Non-Resident Respondent as defined in Government Code §2252.001 and our principal place of business is _____ _____ (city and state).

Taxpayer Identification Number (T.I.N.):	
Company Name submitting bid/proposal/response:	
Mailing address:	
If you are an individual, list the names and addresses of any partnership of which you are a general partner:	

Property: List all taxable property owned by you or above partnerships in Jefferson County.

Jefferson County Tax Acct. No.*	Property address or location**

* This is the property amount identification number assigned by the Jefferson County Appraisal District.

** For real property, specify the property address or legal description. For business property, specify the address where the property is located. For example, office equipment will normally be at your office, but inventory may be stored as a warehouse or other location.

REQUIRED FORM
Respondent: Please complete this form and include with RFQ submission.

I, _____, the undersigned representative of (company or business name)_____ (heretofore referred to as company) being an adult over the age of eighteen (18) years of age, after being duly sworn by the undersigned notary, do hereby depose and verify under oath that the company named above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270:

1. Does not boycott Israel currently; and
2. Will not boycott Israel during the term of the contract.

Pursuant to Section 2270.002, Texas Government Code:

1. "**Boycott Israel**" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made ordinary business purposes; and

2. "**Company**" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or an limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business association that exist to make a profit.

_____
Signature of Company Representative

_____
Date

On this _____ day of _____, 20____, personally appeared

_____, the above-named person, who after by me being duly sworn, did swear and confirm that the above is true and correct.

Notary Seal

_____
Notary Signature

_____
Date

REQUIRED FORM
Respondent: Please complete this form and include with RFQ submission.

SENATE BILL 252 CERTIFICATION

On this day, I, Deborah L. Clark, Purchasing Agent for Jefferson County, Texas, pursuant to Texas Government Code, Chapter 2252, Section 2252.152 and Section 2252.153, certify that I did review the website of the Comptroller of the State of Texas concerning the listing of companies that is identified under Section 806.051, Section 807.051, or Section 2253.253 and I have ascertained that the below named company is not contained on said listing of companies which do business with Iran, Sudan, or any Foreign Terrorist Organization.

_____

Company Name

_____

IFB/RFP/RFQ number

Certification check performed by:

_____

Purchasing Representative

_____

Date

REQUIRED FORM
Respondent: Please complete this form and include with RFQ submission.

I have carefully examined the Request for Proposal Specifications, and any other documents accompanying or made a part of this Request for Proposals.

I hereby propose to furnish the goods or services specified in the Request for Proposal. I agree that my proposal will remain firm for a period of up to **120 days** in order to allow Jefferson County adequate time to evaluate the qualifications submitted.

I verify that all information contained in this proposal is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this proposal on behalf of the firm as its act and deed and that the firm is ready, willing and able to perform if awarded the contract.

I further certify, under oath, that this proposal is made without prior understanding, agreement, connection, discussion, or collusion with any other person, firm or corporation submitting a proposal for the same product or service: no officer, employee or agent of Jefferson County or any other Respondent is interested in said proposal: and that the undersigned executed this Respondent's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

_____
NAME OF BUSINESS

BY:

_____
SIGNATURE

_____
NAME & TITLE, TYPED OR PRINTED

_____
MAILING ADDRESS

_____
CITY, STATE, ZIP CODE

(___) _____
TELEPHONE NUMBER

Sworn to and subscribed before me
this _____day of
_____, 2022

_____
Notary Public

State of _____

My Commission Expires: _____

REQUIRED FORM
Respondent: Please complete this form and include with RFQ submission.

JEFFERSON COUNTY PURCHASING DEPARTMENT
Deborah L. Clark, Purchasing Agent

1149 Pearl Street
1st Floor, Beaumont, TX 77701

OFFICE MAIN: (409) 835-8593
FAX: (409) 835-8456

Addendum to RFQ

RFQ NUMBER: RFQ 22-044/MR

RFQ TITLE: Elevation Certificates for Food Pre-Mitigation, Pursuant to Chapter 262, Texas Local Government Code, the County Purchasing Act and 2 CFR Sections 200.318-326

RFQ DUE BY: **11:00 am CT, Wednesday, August 31, 2022**

ADDENDUM NO.: 1

ISSUED (DATE): August 18, 2022

To RFQ Respondent: This Addendum is an integral part of the RFQ package under consideration by you as a Respondent in connection with the subject matter herein identified. Jefferson County deems all sealed qualifications to have been proffered in recognition and consideration of the entire RFQ Specifications Package – *including all addenda*. For purposes of clarification, **receipt of this present Addendum by a Respondent should be evidenced by returning it (signed) as part of the Respondent's sealed RFQ response submission.** If the RFQ response submission has already been received by the Jefferson County Purchasing Department, Respondent should return this addendum in a separate sealed envelope, clearly marked with the RFQ Title, RFQ Number, and RFQ Opening Date and Time, as stated above.

Reason for Issuance of this Addendum:
Vendor Questions

The information included herein is hereby incorporated into the documents of this present RFQ matter and supersedes any conflicting documents or portion thereof previously issued.

Receipt of this Addendum is hereby acknowledged by the undersigned Respondent:

ATTEST:

_____
Witness

_____
Witness

Approved by ____ Date: _____

_____
Authorized Signature (Respondent)

_____
Title of Person Signing Above

_____
Typed Name of Business or Individual

_____
Address

JEFFERSON COUNTY PURCHASING DEPARTMENT
Deborah L. Clark, Purchasing Agent

1149 Pearl Street
1st Floor, Beaumont, TX 77701

OFFICE MAIN: (409) 835-8593
FAX: (409) 835-8456

1. Question: Due to the County requesting the RFQ to be inserted into the Statement of Qualifications in its entirety, would the County like the RFQ integrated into the SOQ or the SOQ to be followed by the RFQ and required forms?
   Answer: The vendor can arrange their response in the way they see fit as long as the entire RFQ and all required documents are included.
2. Question: The County requested the Statement of Qualifications to not be bound by staples or glued spin, is wire bound acceptable?
   Answer: Yes

MASTER CONSTRUCTION SERVICES AGREEMENT

THIS MASTER CONSTRUCTION SERVICES AGREEMENT ("***Agreement***") is made and entered into as of the 6th day of December, 2022 (the "***Effective Date***") by and between Brizo Construction, LLC, a Texas limited liability company, and having its principal office located at 9100 Caniff Street, Houston, TX 77017 (hereinafter referred to as "***Contractor***"), and Jefferson County, Texas, having its office for this purpose located at 1149 Pearl Street, 1st Floor, Beaumont, TX 77701 ("***County***") (each a "***Party***" and collectively the "***Parties***").

WHEREAS, the Parties mutually desire to contract for the provision of construction services by Contractor; and

WHEREAS, Contractor has agreed to provide construction services to County pursuant to the terms and conditions set forth herein; and

WHEREAS, County has agreed to compensate Contractor for such services, pursuant to the terms and conditions set forth herein; and

NOW THEREFORE, for and in consideration of the mutual promises and covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

ARTICLE 1
CONTRACT DOCUMENTS

1.1. Contract Documents. The term "***Contract Documents***" means and includes this Agreement, along with its attachments and exhibits, any agreement by Contractor with County and/or a third party pursuant to County's RFQ 22-047/MR (a "***Residential Contract***"), any and all Work Order(s) issued pursuant to the terms of this Agreement or an applicable Residential Contract, and all modifications and change orders issued after execution of this Agreement, such Residential Contract or any individual Work Order. These documents, together with all other documents referenced or made a part thereof, are incorporated by reference in this Agreement, and are as fully a part of this Agreement as if attached hereto or repeated herein in full. In the event of a conflict between Contract Documents, the order of precedence shall be: (1) Modifications and Change Orders; (2) Work Orders; (3) an applicable Residential Contract; and (4) this Agreement.

ARTICLE 2
SCOPE AND TERM OF AGREEMENT

2.1. Scope of Services. Based upon Work Order(s) issued by County pursuant to the terms and conditions of this Agreement and/or an applicable Residential Contract and accepted by Contractor in writing, Contractor will provide construction services ("***Services***" or "***Work***") in accordance with this Agreement and as agreed upon by both Parties in such written Work Order(s). The Parties acknowledge and agree County shall not be obligated to issue Work Order(s) to Contractor, and Contractor shall not be obligated to accept Work Order(s) issued by County hereunder.

2.2. Term of Agreement. The term of this Agreement shall commence on the Effective Date and continue until terminated in accordance with the provisions of this Agreement. If this Agreement should be terminated, any outstanding Work Orders shall continue to be governed by this Agreement until completed. Notwithstanding termination of this Agreement, neither party shall be relieved of its respective obligations and liabilities arising from or incident to Services performed prior to the effective date of any such termination.

ARTICLE 3
WORK ORDERS

3.1. Request for Services by Work Order. Requests for Services will be made in the form of Work Orders issued by County to Contractor. Contractor shall provide the Services set forth in each Work Order on such terms and conditions as shall be mutually agreed upon therein. Each Work Order shall be in an agreed form as set

forth in an applicable Residential Contract. Such Work Order shall specify in detail the Services to be rendered, including but not limited to: (a) a description of the Services to be performed; (b) the compensation to be paid for the Services as provided in Article 5 of this Agreement; (c) the schedule for the performance of the Services, including the required date for commencement of the Services, the estimated final completion date for the Services, and, if applicable, the estimated dates for the completion of any phases of the Services; and (d) any special conditions agreed upon by the parties. All Work Orders are subject to the terms and conditions of this Agreement and an applicable Residential Contract, but each Work Order shall control in the event of any conflict or inconsistencies between such Work Order and this Agreement.

ARTICLE 4
CONTRACTOR PERSONNEL

4.1. Authorized Representative. Contractor hereby designates Ronnie Vaughan as Contractor's authorized representative with the authority to act on Contractor's behalf with respect to the rights, duties and responsibilities of Contractor under this Agreement, an applicable Residential Contract and any Work Order.

4.2. Safety Rules. Contractor's personnel shall abide by applicable safety, security and similar work-related policies, procedures, controls and rules to the extent provided to Contractor in advance of performance of Services and agreed upon between the Parties.

4.3. Independent Contractor. Nothing contained in this Agreement shall be construed to constitute Contractor as a partner, employee or agent of County, nor shall either party have the authority to bind the other in any respect, it being intended that each shall remain responsible for its own actions. Contractor is retained only for the purposes and to the extent set forth in this Agreement and applicable Work Order(s), and Contractor's relationship to County shall be that of an independent contractor.

ARTICLE 5
PRICE AND TERMS OF PAYMENT

5.1. Contract Price. In consideration of Contractor's agreement to perform the Services in accordance with the terms and conditions hereof, County shall pay to Contractor, subject to increases due to changes in the scope of the work, either a stipulated lump sum or on a cost-plus basis, as provided in the respective Work Order (the "***Contract Price***"). For Services performed on a cost-plus basis, County shall pay to Contractor all costs incurred by Contractor related to performance of the Work (determined in accordance with the parameters to set forth in an applicable Residential Contract), plus Contractor's stipulated or percentage-based fee, as provided in the respective Work Order.

5.2. Payment. Contractor shall invoice County monthly for Services performed in accordance with the milestone schedule on pages 5-6 of the County's RFQ 22-047/MR. If payment is not made timely, amounts past due more than thirty (30) days shall bear interest from thirty (30) days after the due date until payment is received. The rate of interest applicable shall be the U.S. Prime Rate as published in The Wall Street Journal. In addition, payment of all amounts due within ten (10) days from the due date is an express condition precedent to any warranty obligations expressed herein. Furthermore, County's obligation to make timely payments of amounts due as set forth herein is a material term of this Contract. Should County fail to timely pay Contractor as set forth herein, Contractor may, in addition to any other remedies herein or at law, after ten (10) days' notice, stop or suspend its Work until payment for all outstanding sums is received. In the event of stoppage or suspension of Work due to County's nonpayment, Contractor shall be entitled to an extension of time and reimbursement for any demobilization and/or remobilization costs.

ARTICLE 6
TIMING FOR SERVICES

6.1. Time of Performance. Contractor will endeavor to complete the Work in accordance with a reasonable schedule and reasonable timeframe. However, Contractor makes no guarantee as to the time required to complete the Work. Contractor shall not be deemed to be in default of any provision hereof or be liable for any delay, failure in performance, or interruption of Work resulting directly or indirectly from a force majeure event, including,

but not limited to, acts of God, strikes, labor unrest, rain, storm, fire, wind, climatic events, pandemic, or other force, event or condition beyond the control of Contractor, whether or not such event may be foreseeable. Notwithstanding anything to the contrary, in no event, shall Contractor be liable to County for damages, costs, or expenses resulting from or arising from any delay in completing the Work, regardless of cause.

ARTICLE 7
OWNER RESPONSIBILITIES

7.1. Access and Safety. County shall provide Contractor with full and safe access to any and all equipment and/or areas necessary for the performance of Services. County will ensure that Contractor's personnel and representatives are afforded a safe and secure work environment at all times while they are on site to enable the Services to be performed.

7.2. County's Representatives. County shall provide on request a suitably qualified or informed representative, agent, or employee to accompany Contractor's personnel when providing the Services or to render such assistance or to give such advice as will enable Contractor's personnel to exercise unrestricted access to the site and the equipment to be serviced.

7.3 Withholding. County shall not be entitled to withhold from, set off against, or otherwise reduce any payments due to Contractor unless agreed in writing by Contractor.

ARTICLE 8
CHANGES AND CHANGE ORDERS

8.1. Process for Changes. In order to be valid or enforceable, any alteration to the Services must be by written change order in Contractor's standard form and signed by both County and Contractor. The amount to be paid for any alteration shall be mutually agreed to and stated in such written change order. CONTRACTOR WILL NOT BE OBLIGATED TO PERFORM ANY EXTRA WORK WITHOUT A FULLY EXECUTED CHANGE ORDER. Provided, however, in the event County issues a verbal/unwritten directive or instruction to Contractor for the completion of additional or changed work, and to the extent Contractor performs such work based upon County's direction despite the lack of an executed Change Order, Contractor shall be entitled to an adjustment of the Contract Price for all costs and charges associated therewith. If County and Contractor cannot agree to a change in the Contract Price, County shall pay Contractor its actual cost for completion of the additional or changed work, plus 20% for overhead and profit.

ARTICLE 9
LIABILITY OF THE PARTIES

9.1. [Intentionally omitted.]

9.2. Disclaimer of Warranties and Certain Damages. EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, ALL IMPLIED WARRANTIES, UNDERTAKINGS OR REPRESENTATIONS WHETHER STATUTORY OR OTHERWISE RELATING IN ANY WAY TO THE SERVICES OR TO THIS AGREEMENT ARE HEREBY DISCLAIMED AND EXCLUDED, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. Without limiting the generality of the foregoing, Contractor shall not be under any liability to County for any loss of profit (actual or anticipated), loss of use, loss of production, loss of contracts, loss of opportunities, loss of revenue, cost of capital, costs of replacement, loss of goodwill, loss of reputation, loss of information or data, loss from any third party contracts, loss due to business interruption, loss of interest, loss of power, cost of purchased or replacement power, contractual claims from third parties or any indirect, incidental, special or consequential losses or damages arising from or in connection with its performance or non-performance under this Agreement and whether based upon contract, tort, or any other legal theory.

9.3. Limitation of Liability. Notwithstanding any other provision of this Agreement Contractor's total cumulative liability for any claim or cause of action, whether in contract, tort (including negligence or strict liability) or any other legal or equitable theory during the term of this Agreement, shall not exceed in the aggregate the amount

paid by County to Contractor with respect to the Services incident to which the claim or cause of action is claimed or asserted.

9.4. Enforceability. In the event the indemnification obligations expressed above are deemed void, voidable, unenforceable, or otherwise in violation of applicable laws, it is the express intent of the parties that the indemnity language expressed herein be revised to the minimum extent necessary to cure the violation and comply with applicable law and the original intent of the parties.

ARTICLE 10
WARRANTIES

10.1. Express Limited Warranty. Contractor warrants to County that the Work shall be performed in a good and workmanlike manner and will be free from defects for a period of six (6) months from the date of completion of the Work. Any Work failing to conform to this warranty may be considered defective. County shall notify Contractor in writing of any defective Work no later than fourteen (14) days after County identifies or reasonably should have identified such defective Work. Upon the receipt of a written notice from County, Contractor shall promptly repair and make good in accordance with the Contract any defects that may appear in Work within six (6) months after final completion of the Work. County's failure to notify Contractor of defective Work within the warranty period shall preclude County from enforcing any warranty obligations against Contractor. Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. The express remedies of repair and / or replacement stated in this Contract for a breach of warranty related to defective Work are the sole and exclusive remedies available to County for such breach.

10.2 Conditions Precedent to Warranty Obligations. As expressed in Article 5, all amounts due hereunder shall be paid by County within the timeframes set forth in Article 5 or the respective Work Order(s), and such timely payment is an express condition precedent to enforcement of Contractor's warranty obligations. County's failure to make timely payment shall be deemed a waiver and relinquishment of all warranties expressed herein.

ARTICLE 11
TERMINATION AND SUSPENSION

11.1. Termination by Contractor. In addition to any other remedy available under this Agreement or otherwise, Contractor may terminate this Agreement (or any Work Order, individually) if County breaches any material provision of this Agreement (or any Work Order) and has not cured the breach within seven (7) days after receipt of written notice of the breach. In addition, Contractor shall have the right to terminate this Contract, or any part thereof, at any time so long as no services are pending completion upon thirty (30) days' written notice to County.

Contractor's right of termination as set forth herein shall be in addition to, and not a limitation of, any and all other remedies available to Contractor at law, in equity, or under the terms and provisions of this Agreement. In the event of termination of the Agreement (or an individual Work Order) by Contractor under this Section 11.1, County shall not be entitled to any damages, and Contractor shall have no further obligation to County with respect to the Agreement or any Work Order(s) except with respect to Services already paid for and not yet performed. Additionally, County shall remain liable to Contractor for any and all damages, costs, losses, and expenses (including, but not limited to, reasonable attorneys' fees) that Contractor may have against County under this Agreement or Work Order.

11.2. Termination. If Contractor materially defaults in performance of an obligation hereunder, County may provide written notice of such default, after which Contractor shall be afforded a reasonable period of time to cure or commence curing such default. Should Contractor fail to cure or commence curing its default within a reasonable time, County may terminate this Agreement (or any Work Order, individually) for cause and seek all remedies available to it by law.

County may terminate this Contract by giving written notice specifying a termination date at least thirty (30) days subsequent to the date of the notice. Upon receipt of any such notice, Contractor shall cease work, undertake to terminate any relevant subcontracts, and incur no further expense related to this Contract. Such early termination shall be subject to the equitable settlement of the respective interests of the parties, accrued up to the date of termination.

Provider shall have the right to terminate this Contract, or any part thereof, at any time so long as no services are pending completion upon thirty (30) days' written notice to Subrecipient.

11.3 Existing Obligations. Termination of this Agreement shall not discharge either party from any existing obligation(s) accrued on or prior to the date of termination.

ARTICLE 12
INSURANCE

12.1. Events of Force Majeure. Contractor will maintain insurance coverage of the types and in the amounts specified in the respective Work Order(s). County will purchase and maintain property insurance in the amounts specified in the respective Work Order(s). Unless specifically precluded by County's property insurance policy, County waives all rights against Contractor and any of its subcontractors, suppliers, agents and employees for damages caused by fire or other causes of loss to the extent covered by property insurance or other insurance applicable to the Work.

ARTICLE 13
NOTICES

13.1 Notice Methods. Any notice, consent, approval, or other communication which is provided for or required by this Agreement must be in writing and delivered in person to any party or sent by recognize courier or registered or certified U.S. mail, with postage prepaid, return receipt requested. Any such notice or other written communication shall be deemed received by the party to whom it is sent (i) in the case of delivery by hand or delivery by reputable national or local courier (such as United Parcel Service or Federal Express), on the date of delivery to the party to whom such notice is addressed, and (ii) in the case of registered or certified mail, the date receipt is acknowledged on the return receipt for such notice. For purposes of notices, the addresses of the parties hereto shall be as follows, which addresses may be changed at any time by written notice given in accordance with this provision:

If to County:	If to Contractor:
Name:	Ronnie Vaughan:
Address:	9100 Canniff Street
City/State/Zip:	Houston, TX 77017

ARTICLE 14
MISCELLANEOUS PROVISIONS

14.1. Assignment. This Agreement shall inure to the benefit of the parties and their successors and permitted assigns. Neither party may assign, sublet or transfer any interest in this Agreement, in whole or in part, without the prior written consent of the other, and any attempt to make such an assignment shall be void.

14.2. No Waiver. No waiver by either Party of any breach of the Agreement by the other Party shall be considered as a waiver of any subsequent breach of the same or any other provision. If either Party delays, neglects or chooses not to enforce its right under the Agreement, it shall not affect its right to do so at a later date.

14.3. Governing Law. This Agreement will be construed in accordance with and governed by the laws of the State of Texas, without giving effect to its conflicts of law principles.

14.4. Dispute Resolution. This Agreement shall be governed by the laws of the State of Texas, excluding any conflict of laws principle. Venue for any formal dispute resolution, including but not limited to litigation shall be exclusively in Jefferson County, Texas. At Contractor's sole election, any dispute hereunder may be submitted to binding arbitration with venue in Jefferson County, Texas and in accordance with the Construction Industry Rules of the American Arbitration Association. Any judgment upon the award may be entered by any court having jurisdiction and shall be binding upon both Parties. In the event Contractor does not elect to arbitrate a dispute, such dispute shall be resolved by litigation in a court in Jefferson County, Texas. The prevailing party to any arbitration or litigation hereunder shall be entitled to recover its reasonable attorneys' fees, expenses, and costs.

14.5. Surviving Sections. All provisions which by their nature should, or by their express terms do, survive or extend beyond termination or expiration of this Agreement shall survive termination or expiration of this Agreement.

14.6. Complete Agreement. This Agreement constitutes the complete agreement and understanding between the parties and supersedes all prior agreements and understandings between the parties with respect to the subject matter hereof. This Agreement may be modified only by a writing, signed by both parties, which specifically identifies this Agreement by name and date.

14.7. Construction. The parties acknowledge that this Agreement was the subject of fair negotiation between parties, and that neither party shall be considered the "drafter" of this Agreement for the purpose of construing any of its terms and conditions. Article and Section headings and numbers are provided for convenience only, and shall not affect the construction or interpretation of this Agreement. References to "days" or a "day" shall mean a calendar day, unless otherwise stated.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective as of the Effective Date of this Agreement.

BRIZO CONSTRUCTION, LLC

By: _____
Name: Ronnie Vaughan
Title: COO

JEFFERSON COUNTY, TEXAS:

By: _____
Name: Jeff Branick
Title: County Judge

ATTEST
DATE December 13, 2022

COMMISSIONERS COURT
JEFFERSON COUNTY, TEXAS

BRIZO CONSTRUCTION

RFQ #22-047/MR

Jefferson County

Residential Home Elevations for HMA, TWDB & BRIC Disaster Funding Recipients

FEMA

COPY

BRIZO CONSTRUCTION

WWW.BRIZOCONSTRUCTION.COM

AUGUST 31, 2022

LETTER OF INTEREST

ATTN: JEFFERSON COUNTY PURCHASING DEPARTMENT
DEBORAH L. CLARK
1149 PEARL STREET, 1ST FLOOR
BEAUMONT, TX 77701
REF: RFQ #22-047/MR RESIDENTIAL HOME ELEVATIONS FOR HMA, TWDB, AND BRIC DISASTER FUNDING RECIPIENTS

Dear Ms. Clark & selection committee,

Brizo Construction, LLC welcomes this opportunity to submit our statement of qualifications to Jefferson County for home elevation construction services. By selecting Brizo Construction, LLC as your trusted contractor and partner to deliver these services, Jefferson County will lay the foundation for an extraordinary transformation; helping residents create more resilient and safe communities. **Our team brings a history of proven performance in implementing and managing successful residential construction programs across Texas.** We have delivered over 2000 elevation and reconstruction projects across the Gulf Coast and have the experience and skillset to provide Jefferson County with these services.

As an innovator in disaster recovery, infrastructure, and community resilience, we will provide Jefferson County constituents with a highly skilled and experienced work force. Our combined staff has over 100 years of experience in residential construction services for federally funded programs and are fully capable of performing the scope of work defined in this request of qualifications.

Brizo Construction will provide Jefferson County with our most qualified and experienced staff members to execute the scope of work defined in this solicitation. With our proven approach to construction management, our team will guarantee adhering to compliance with applicable City and County floodplain elevation requirements, code requirements and Texas Windstorm Association requirements. We will deliver this project from our Beaumont office and provide support from our headquarters located in Houston.

Beaumont Office	**Houston Office (Headquarters)**
10925 Eastex Freeway	9100 Canniff Street
Beaumont, Texas 77708	Houston, Texas 77017
Phone: 409-434-4004	Phone: 409-316-4764

Brizo has the expertise and financial capacity to execute the scope of work defined in this statement of qualifications. **In having over $450 million in working capital and $500 million in bonding capacity and are willing to enter into an agreement which conforms to the conditions of this contract.**

We appreciate the opportunity to submit our qualifications and look forward to working with you on this project. I am authorized to represent our firm and will be the person of contact for this solicitation. I also personally commit our firm's availability and commitment to deliver these services within the stated time period and ensure our team has the resources it needs for the successful execution of the work.

SINCERELY,

RONNIE VAUGHAN

CHIEF OPERATING OFFICER, BRIZO CONSTRUCTION LLC.

Contents

TECHNICAL APPROACH 4
Pre-Construction Services 5
Construction Services 6
Administration and Document Control 7
Quality Control 7
FIRM EXPERIENCE & REFERENCES 8
Company Background 8
Projects with required minimum of three years' experience with structural integrity testing and inspection Services 9
TWIA Requirements 9
Related experience in Federally Funded projects 9
References of Previous clients with similar projects 11
References for Prime provider's Project Manager Thomas Sheppard 11
WORKLOAD CAPACITY 11
Current Projects 12
PROFESSIONAL QUALIFICATIONS AND INDIVIDUAL EXPERIENCES 12
ORGANIZATION CHART 14
Company Leadership authorized to negotiate and contractually Bind the Firm 15
RESUMES & CERTIFICATIONS 15

TECHNICAL APPROACH

Brizo Construction, LLC is experienced and knowledgeable in the requirements for performing elevation projects for HMA, TWDB and BRIC funding sources. We have participated in similar programs for Galveston and Brazoria County and have 25 years of experience in performing foundation work. We have teamed with Southeast Texas Engineering for performing the structural integrity testing, inspection, and certification of occupancy services. All our work performed will comply with NFIP standards, applicable building codes, and ASCE24-14 or latest addition. We also acknowledge and agree to perform the work according to the specifications listed within this solicitation.

BRIZO SPECIFICATION ACKNOWLEDGEMENT CHECKLIST

✓	Contractors will have a licensed Structural Engineer available to sign and stamp drawings.
✓	Contractors are required to use a hydraulic lift system when elevating the homes.
✓	Contractors are required to use lateral bracing for support of elevated homes.
✓	Contractors shall provide professional labor, equipment and materials adequate to perform the work in accordance with the scope of work for each eligible applicant's residential structure while ensuring that all applicable housing standards and codes are met;
✓	All elevation work will be performed to meet or exceed all local, state and federal building codes and standards
✓	All elevation work will bring the structure into compliance with the Jefferson County Subdivisions and Floodplain Rules and Regulations by requiring a finished floor elevation a minimum of one-foot (1') above the 100 Year Flood Plain for the Finished Floor Elevation unless a higher elevation in required.
✓	Elevation certificates shall be required before the elevation commences, and upon completion to verify the elevation and achieve compliance with local flood plain requirements.
✓	If the homeowner selects your company, you will meet with the individual property owners to review the scope of work to be performed, including establishing a work schedule acceptable to property owners and Jefferson County; Prepare plans and specification and perform elevation in compliance with applicable City or County floodplain elevation requirements, code requirements, and Texas Windstorm Insurance Association (TWIA) requirements; Provide initial first floor elevation and obtaining final elevation certificates.
✓	Repair of damage caused to homes/property during the elevation project
✓	All damages caused by the contractor during the elevation project shall be paid for by the contractor; these damages are ineligible grant costs and the Program does not cover such costs. These are the responsibility of the contractor.
✓	Obtaining all necessary state and local permits and approvals after permits are acquired, but prior to the commencement of the work for each home, with copies of all permits provided to the County;

✓	Coordination with property owner; utility disconnection and deactivation;
✓	Debris removal in accordance with all Federal, State, and local requirements, including the disposal of potential asbestos containing materials;
✓	Site preparation; if needed
✓	Compliance with applicable Americans with Disabilities Act requirement may be required if deemed necessary by the homeowner
✓	Elevation and post-elevation photographs taken and provided to the County's documenting services performed and compliance with permitting and building requirements
✓	If successful Contractors use subcontractors, then prompt payment of all subcontractors for services rendered, and obtaining signed and notarized lien waivers from all subcontractors documenting proof of payment and providing copy of such lien waivers to the County with draw requests;
✓	Maintaining job sites in a neat and orderly manner. Ineligible work shall not be allowed, with the sole exception of ineligible work necessarily incidental to the elevation project. Examples of ineligible work include, but are not limited to, building additions or auxiliary structures, additional landscaping for ornamentation beyond what existed at the site prior to the construction of the project, construction of new decks or porches, construction of expanded decks or porches, improvements for aesthetic reasons, or interior remodels. This list of examples is not exhaustive
✓	Each home shall be subject to a separate written agreement that will be between the contractor, the respective homeowner, and Jefferson County (the "Tri-Party Agreement"). Each Tri-Party Agreement will specify a term applicable to the Flood Mitigation Assistance Project and specify draw requirements and other requirements associated with that given Flood Mitigation Assistance Project.

Pre-Construction Services

We want our clients and homeowners to know that their best interest is our priority. We will assign a coordination team to each project so that Jefferson County and homeowners have a continuous point of contact for any project related questions. Our Project Manager, Tom Sheppard has 30 years of experience in the construction industry and will be the main point of contact for Jefferson County and for coordination with homeowners.

Our coordination team includes a Project Manager, Field Superintendent, Project Coordinator, and Structural Engineer. Upon receiving an assignment, the Project Manager will make the introduction call to the homeowner to provide company experience, contact information, and coordinate a time for a site assessment. The Project Manager will be responsible for attending the initial site assessments with engineer for the feasibility analysis of elevating the structure and the preparation of bid for the scope of work. Jefferson County can expect to receive our engineer's analysis and bid 3-5 days after the site assessment is completed. Once our bid is selected, our engineer will prepare plans for the project utilizing applicable City/County floodplain requirements, building code requirements, and Texas Windstorm Insurance Association requirements. Plans will be provided to the County no later than 14 days after

selection of bid. Once the plans are reviewed and approved by the County (if applicable), the project manager will meet with the homeowner to review the scope of work to be performed and establish a work schedule. Once all parties agree to the scope of work and schedule, our project coordinator will submit the plans for permitting. The Superintendent will coordinate with the Homeowner for move-out assistance and utility disconnect. If the homeowner needs personal belongings moved and stored, our coordination team will assist with the necessary arrangements.

Construction Services

Our company has outstanding team of residential construction experts experienced in performing work for federally funded programs across the country, including Texas, Louisiana, Florida, New York, New Jersey, and Puerto Rico. We are local contractors having served the Jefferson County region over the past 5 years and are familiar with the NFIP, building code, and permitting procedures for the area. Our team is experienced in performing the various elevation methods for frame, masonry, and masonry veneer homes. Each project is unique and requires detailed preparation to ensure the correct method is completed to elevate the home and safeguard against damages during the lifting process. Brizo Construction is experienced in scattered-site construction and our success has been contributed to the pre-construction planning we allocate to each project. We are experienced and knowledgeable in performing the following elevation techniques.

Pier and Crawlspace Foundations

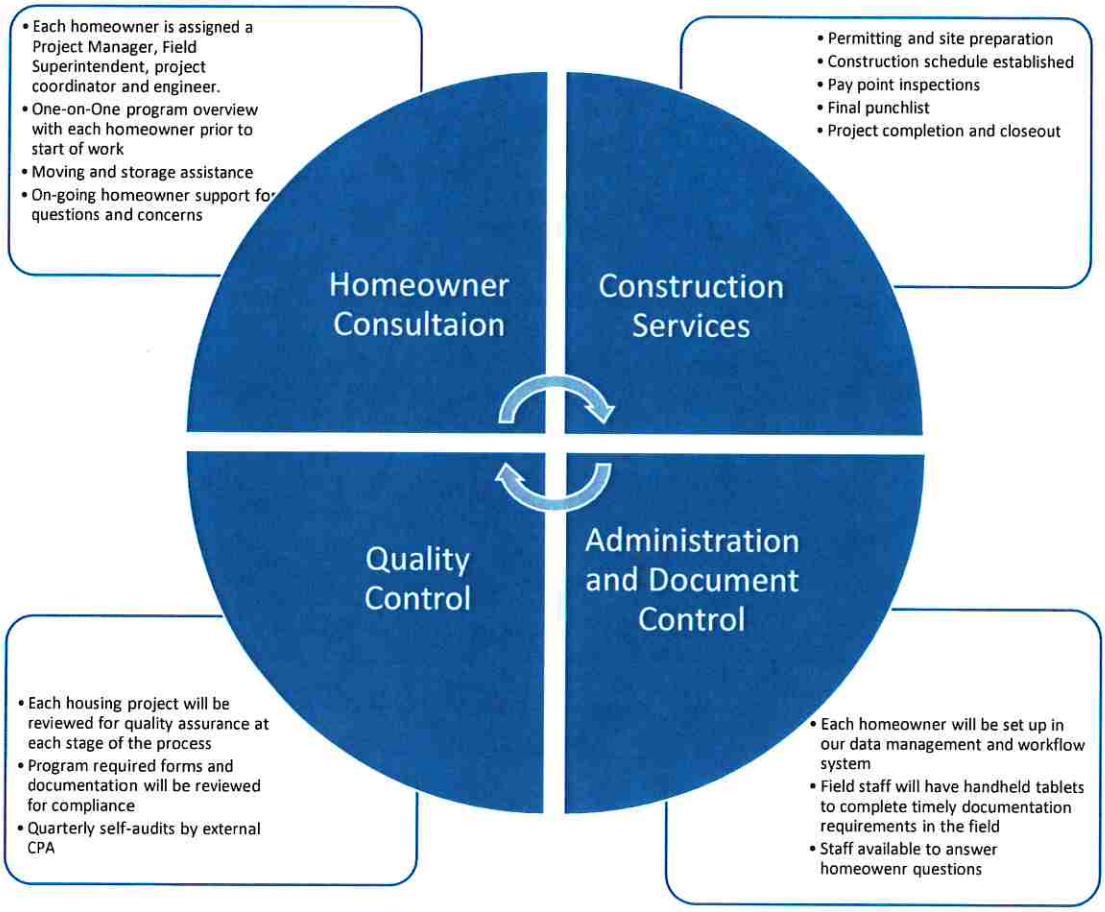
The first step in the construction process is to create holes and install I-beams at designed points under the floor framing. The beams will extend the width and the length of the house and form a cradle that support the house as it is being raised. Jacks will be placed around the home as specified on the plans. A hydraulic lift system will be utilized for lifting the home. During the lifting process we will use cribbing to support the jacks and structure until required height is reached. The next step will be installing the designed permanent foundation to support the elevated structure. The house is then lowered onto the extended foundation, the I-beams are removed, and the holes where the beams passed through are repaired. Flood vents will be installed no higher than 1 foot above ground for homes with foundation walls.

Posts & Column Foundations

This process follows the pier and crawlspace method except that the existing foundation must be removed so that the posts or columns and their concrete encasements can be installed.

Slab-on-grade foundations

This elevation method will require trenches to be dug and tunneled under the slab for the placement of I-beams and lifting jacks. The hydraulic system will lift the home with support of cribbing until the required height is reached. The designed permanent foundation will be installed on the perimeter of the home and under the home to support the weight of the slab.



Administration and Document Control

To ensure that Brizo effectively and efficiently delivers quality services in a timely manner and compliant with FEMA program requirements, we have implemented a documentation and workflow management system using the BuilderTrend platform. The BuilderTrend is a highly configurable Cloud Based platform that uses features like encryption and two-factor authentication to secure data. The BuilderTrend platform is suitable to managing sensitive information such as Financial and Personal Identifiable Information (PII).

Quality Control

Brizo knows that successful governmental funded construction activities require continuous oversight for compliance with Federal, State, and local requirements. Financial reconciliation and verification of subcontracted work against program requirements is built in at specific phases of the construction process. Each home project is set up separately in the construction management system and tracked from start to completion in Brizo's workflow and documentation management system. Documents required at each phase of construction are reviewed for quality assurance and completeness before proceeding to the next phase.

Firm Experience & References

Company Background

In 2017 Brizo Construction and Cody Drilling merged to become one entity under Brizo Construction, LLC. This exciting development and timely alignment of two outstanding family-owned firms has provided a platform to offer more comprehensive and program compliant services across the Texas area for demolitions, elevations, rehabilitations, reconstructions, and other disaster related construction needs.

Brizo Construction is owned and operated by Mrs. Natasha Lee and is a Texas certified HUB and Woman Owned Business established in 2017. Mrs. Lee had administered construction projects for 10 years with Cody Drilling, owned and operated by her husband Cody Lee. Since its inception, Brizo has participated in multiple federally funded programs and has successfully assisted over 2,000 homeowners with residential repairs, elevations, and reconstruction services.

Cody Drilling, owned and operated by Mr. Cody Lee, began its operations in the excavation and demolition industry in 2003. Since 2010 Cody Drilling has been a major subcontractor in the disaster recovery CDBG-DR program area. Cody Drilling completed over 1,500 residential home site preps and elevations for Hurricane Ike Recovery for the City of Galveston, Galveston County, and Southeast Texas Round 1 and 2 CDBG-DR programs.

The Brizo staff has over 100 years of experience in implementing and managing civil and residential construction contracts for public and private industry sectors. We understand and are knowledgeable of the requirements to remain in compliance with the Hazard Mitigation Assistance Guidance document, elevation certificate and additional guidelines We have developed a core group of construction specialist dedicated to safety, quality, and the production standards that clients expect. We also own and operate with cutting-edge equipment that is serviced regularly.

Performing FEMA and CDBG projects has been the foundation of our business. Brizo Construction was rated #1 out of 13 contractors for the GLO DALHR & Homeowner Assistance Programs.

Why Brizo?

- ✓ **Experienced Scattered-Site Builders with attention to Quality**
- ✓ **Strong cashflow and bonding capacity**
- ✓ **Leading Budget Controls Tools & Information Management Systems**
- ✓ **Commitment to Safety & Compliance**
- ✓ **Awarded Top Performing Contractor for Direct Assistance Limited Home Repair Program- State of Texas, General Land Office**
- ✓ **Deep Bench for Mobilization and Assignments**

Projects with required minimum of three years' experience with structural integrity testing and inspection Services

We have teamed with Southeast Texas Engineering to perform the structural integrity and inspection services. Wesley Buchorn, P.E. is the owner and lead engineer and has been performing these types of services for the past 12 years. He is certified by the Texas Department of Insurance to provide windstorm inspections during construction to ensure compliance with regulations. Southeast Texas Engineering has provided structural integrity, inspection, and certificate of occupancy services with Brizo Construction on the following federally funded programs.

FIGURE 1. BRIZO TEAM PROJECT EXPERIENCE SUMMARY CHART

Client, Project Name, Location	Project Summary	Reference
General Land Office, Homeowner's Assistance Program, 2018-Present	Scattered Site reconstruction & rehabilitation of single-family homes	Sydney Brown, MPA AECOM Sydney.brown@aecom.com 225-231-6342
General Land Office, PREPS, 2019	FEMA Program repairing homes that sustained damage during Hurricane Harvey	Heather Brothers H2Bravo heather@h2bravo.com 225-907-8856
General Land Office, Harris County Homeowner's Assistance Program 2018-Present	Reconstruction and Rehab of homes with damage sustained in Hurricane Harvey	Keith Ortale Ardurra kortale@ardurra.com 832-562-9269
Southeast Texas Regional Planning Commission, Hurricane Ike R1 & R2, 2011-2013	Scattered Site reconstruction & rehabilitation of single-family homes	Glenda Lacy SETRPC glacy@setrpc.org 409-899-8444

TWIA Requirements

Brizo Construction and Southeast Texas Engineering and Inspection Services are well versed in the TWIA requirements and documentation to ensure all applicable jobs have a WPI-8 certificate of compliance when the job is complete.

Related experience in Federally Funded projects

Brizo Construction has participated in multiple FEMA and CDBG-DR programs over the past few years. We completed the 150th reconstruction in the GLO Homeowner's Assistance Program, the first contractor in the program to surpass this milestone. We have experienced and dedicated staff that takes pride in our customer service, quality of work and timeliness of completions. Please see chart below for descriptions of FEMA and CDBG projects we have executed in the past.

FIGURE 1. BRIZO TEAM PROJECT EXPERIENCE SUMMARY CHART

Client, Project Name, Location	Project Summary	Relevance to Jefferson County
General Land Office, HAP, Texas $80 million	Homeowner Assistance Program- Permanent Repair and New construction	-Elevated foundations -Scattered Site Construction -Debris Removal
Southeast Texas Regional Planning Commission, Hurricane Ike R1 & R2	Scattered Site reconstruction & rehabilitation of single-family homes	-Elevated foundations -Scattered Site Construction
General Land Office, PREPS, Texas $7.6 million	Partial Repair and Essential Powering for Sheltering	-Capacity to perform multiple projects simultaneously -FEMA requirements
City of Houston, DALHR, Texas $1 million	Direct Assistance Limited Home Repair- Permanent Repairs for scopes of work not to exceed $60,000	-FEMA requirements -scattered site construction
Deep East Texas Council of Government, Hurricane Ike $5 million	Repair and new construction of homes damaged by Hurricane Ike.	-Scattered Site Construction -elevated foundations -Home elevations
FEMA, STEP, Puerto Rico $1 million	STEP- Sheltering and Temporary Essential Power Program	-FEMA project -Compliance to Environmental Regulations
General Land Office, DALHR, Texas $1 million	Direct Assistance Limited Home Repair- Permanent Repairs for scopes of work not to exceed $60,000	-Ability to work a wide geographic region.

Our staff is skilled in managing FEMA Hazard Mitigation grant projects and all work completed by our company will be in accordance with the FEMA Guidance document and the Elevation Certificate and Instructional Guidelines.

References of Previous clients with similar projects

FIGURE PROJECT REFERENCE SHEET

Client, Project Name, Location	Project Description	Reference information
Houston DALHR Program	FEMA DALHR- Direct Assistance Limited Home Repair- Permanent Repairs for scopes of work not to exceed $60,000	Keith Ortale ARDURRA Kortale@ardurragroup.com 832-562-9269
GLO DALHR Program, Texas	FEMA DALHR- Direct Assistance Limited Home Repair- Permanent Repairs for scopes of work not to exceed $60,000	Adam McClure CTEH adam@cteh.com 501-478-9488
General Land Office, PREPS, Texas	FEMA PREPS- Partial Repair and Essential Powering for Sheltering.	Heather Lambousy H2Bravo heather@h2bravo.com 225-907-8856

References for Prime provider's Project Manager Thomas Sheppard

Client, Project Name, Location	Project Summary	Reference
General Land Office, Homeowner's Assistance Program, 2018-Present	Scattered Site reconstruction & rehabilitation of single-family homes	Donna Johnson GrantWorks donna@grantworks.net 512-567-2910
Southeast Texas Regional Planning Commission, Hurricane Ike R1 & R2, 2011-2013	Scattered Site reconstruction & rehabilitation of single-family homes	Glenda Lacy SETRPC glacy@setrpc.org 409-899-8444
General Land Office, PREPS, Texas	FEMA PREPS- Partial Repair and Essential Powering for Sheltering.	Heather Lambousy H2Bravo heather@h2bravo.com 225-907-8856

WORKLOAD CAPACITY

Brizo has the expertise and financial capacity to execute the scope of work defined in this statement of qualifications. In having over $450 million in working capital we can obtain unlimited bonding capacity to perform the projects requested under this statement of qualifications.

We have a team of 4 personnel that will be fully allocated to performing engineering and inspection services in various parts of the County. We can provide additional inspectors as the volume of work increases.

Current Projects

Client, Project Name, Location	Project Summary
General Land Office, Homeowner's Assistance Program, 2018-Present	Scattered Site reconstruction & rehabilitation of single-family homes
General Land Office, Harris County Homeowner's Assistance Program	Reconstruction and Rehab of homes with damage sustained in Hurricane Harvey

PROFESSIONAL QUALIFICATIONS AND INDIVIDUAL EXPERIENCES

Our proposed project team has worked on multiple governmental funded programs that performed elevation projects. Our unique blend of experience has allowed us to develop and use sophisticated tools and processes for rigorously managing scope, schedule, budget, risk, and quality — regardless of project size, scale, complexity, or location.

Cody Lee, President

Our President, Mr. Cody Lee has worked in residential construction for over 20 years and completed thousands of elevated structures. He will ensure that Brizo has the adequate staff and financial resources to successfully complete the project. His time will be 10% to the project, but can increase as needed.

Thomas Sheppard, Project Manager

Mr. Sheppard has over 30 years of experience in all phases of residential construction and has a notable reputation of residential construction performance for governmental funded projects beginning in 2006. As Project Manager, Mr. Sheppard will be responsible for safety, client communications, preparation of bids, structural integrity and inspection coordination, construction design, and management of program requirements, policies, and processes. He will be 100% allocated to the project.

Russell Miller, Construction Manager

Mr. Miller has over 30 years of experience in civil, commercial, multi-family and residential construction. He manages disaster recovery residential rebuilds and remodel construction activities for Brizo from Beaumont to Victoria. Mr. Miller completed over 300 emergency rebuilds in 20 months for the THAP Program – Beaumont and 22 surrounding counties in Texas. Mr. Miller will manage the Field Superintendents and relationships with vendors to ensure

work is completed promptly and according to contract requirements. He will be 100% allocated to the project.

Melissa Powell, Project Coordinator & QA/QC Manager

Ms. Powell has over 8 years of experience in office management, project management, certified payroll, CDBG and GHA grant programs. She is successful in coordinating meetings, homeowner communication, and implementing procedures for streamlining daily functions. As a project coordinator with Brizo, she is responsible for permitting, project schedules, homeowner communication, tracking costs, generation of accounts payable reports and tracking cost codes in our internal database. She will be 100% allocated to the project.

Joel Miller, Field Superintendent

Mr. Miller has been in construction for over 15 years. He has spent this time as a Superintendent, Construction Manager and has owned his own construction business. He also worked as the Residential Home Elevation Manager for Excello Homes managing the elevation of homes to meet NFIP and local requirements. His commitment to safety and quality professional results makes him extremely valuable as a Field Superintendent for the Brizo team. He will be 100% allocated to the project.

Ernesto Moreira, Field Superintendent

Mr. Moreira has been in the residential construction industry for the past 15 years. Mr. Moreira has managed disaster recovery projects in Galveston County, Harris County, Chambers County, New York State and New Jersey. His 15 years of subcontractor management and building experience brings an unmatchable dynamic to the company. Mr. Moreira's knowledge of residential building codes and practices and his attention to detail and quality make him an invaluable asset. He will be 100% allocated to the project.

Adam Hicks, Field Superintendent

Mr. Hicks has been in the residential construction industry for the past 10 years in a supervisory position. He was Superintendent with the J. W. Turner Construction and worked on hundreds of projects that were funded by FEMA or CDBG-DR after Hurricane Ike in 2008. Mr. Hicks has worked on Hurricane Ike recovery projects in Galveston, Harris, and Chambers counties as well as working on New York City's Rapid Repair program after Hurricane Sandy. Mr. Hicks has extensive knowledge and is well versed in residential building codes and practices as well as quality management programs. He will be 100% allocated to the project.

Pete Shay, Field Superintendent

Mr. Shay has been a supervisor for over 10 years. He has been responsible for the general oversight of carpenters, plumbers, electricians, and roofers on all job sites. Mr. Shay's commitment to safety and quality professional results makes him extremely valuable as a Field Superintendent for the Brizo team. He will be 100% allocated to the project.

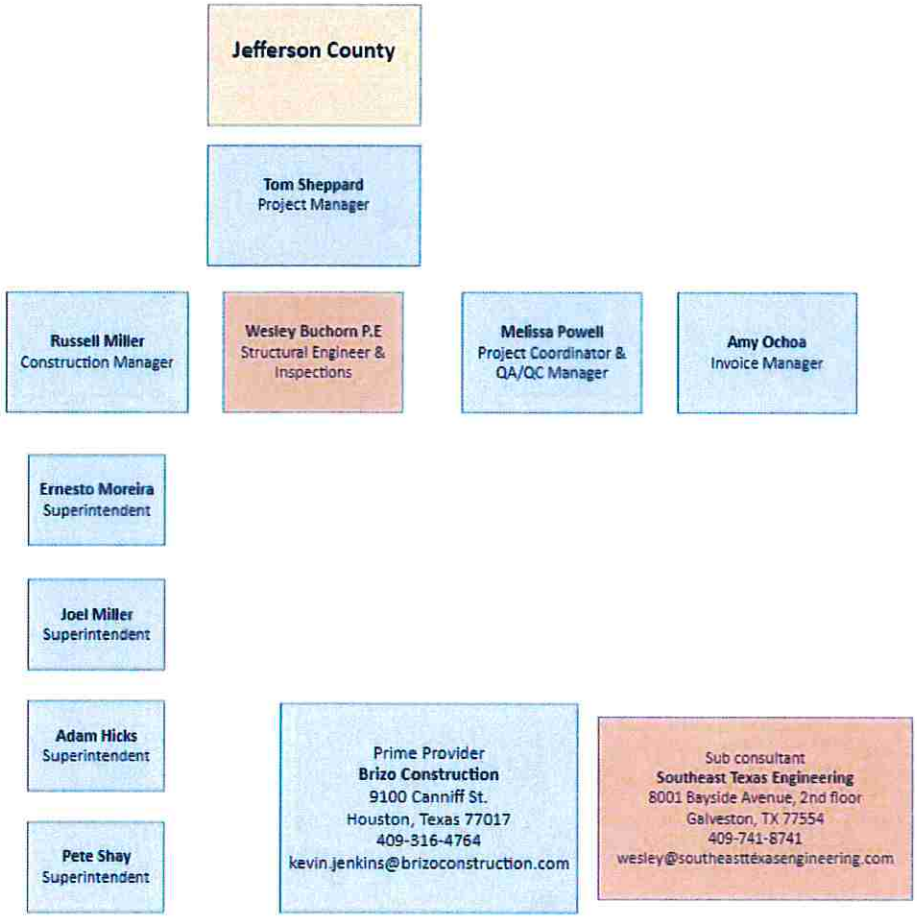
Amy Ochoa, Invoice Manager

Mrs. Ochoa brings over 20 years of billing and invoicing experience, 2 of which are managing federally funded projects. She will be responsible for the preparation and submission of milestone payment requests. She will be 100% allocated to the project.

Wesley Buchhorn, Southeast Texas Engineering and Inspections, LLC

Mr. Buchhorn is the owner and President of Southeast Texas Engineering. He is a 2005 graduate of Lamar University with a BS in Mechanical Engineering. He earned his Texas Professional Engineering License in 2011 as a Civil/Structural Engineer and is appointed by the Texas Department of Insurance to perform windstorm certifications of structures and components. He has provided Brizo with engineering and inspection services on multiple federally funded programs. He and his firm will be responsible for performing structural integrity analysis, inspection, and certificate of occupancy services for this project. He and his team of 4 inspectors will be 100% allocated to the project.

Organization Chart



Company Leadership authorized to negotiate and contractually Bind the Firm.

Cody Lee, President & Owner
9100 Canniff St., Houston, TX 77017
Email: cody@brizoconstruction.com
PH: 409-316-4764

Ronnie Vaughan, Chief Operating Office
9100 Canniff St., Houston, TX 77017
Email: ronnie@brizoconstruction.com
PH: 281-389-1043

RESUMES & CERTIFICATIONS

PROJECT STAFF RESUMES

CODY LEE

PRESIDENT & EXECUTIVE OVERSIGHT

BRIZO CONSTRUCTION

EDUCATION

SOUTHEASTERN OKLAHOMA STATE UNIVERSITY

Bachelor's Degree, Safety Engineering and Environmental Science

National Dean's List Honors

TRAINING/CERTIFICATIONS

OSHA 500/501

HEAVY EQUIPMENT

MASTER TRAINER FOR CPR

YEARS OF EXPERIENCE

20 YEARS

PROFESSIONAL BIO

Mr. Lee is a third-generation general contractor, a tradition going back in his family to 1950. Mr. Lee has been in residential and civil construction for over 25 years. He became the President for Brizo Construction in 2017.

Mr. Lee has over 8 years of experience in managing governmental contracts as a prime contractor responsible for delivering civil and residential construction services in Texas, Louisiana and Florida.

VALUE ADDED EXPERIENCE

- Experience collaborating with Federal and State agencies and local officials
- Experience coordinating with the vendors, subcontractors, and stakeholders through all project phases
- Ability to develop, assemble, review, evaluate and scrutinize project schedules and forecasts including status reporting and communication through earned value management

PROFESSIONAL EXPERIENCE

BRIZO CONSTRUCTION, PRESIDENT

AUGUST 2017 TO PRESENT

As President of Brizo Construction, Mr. Lee has assisted more than 2,000 homeowners with emergency repair assistance through the GLO and City of Houston administered Direct Assistance for Limited Home Repair (DALHR) program and the Partial Repair Essential Power for Sheltering (PREPS) program. Brizo Construction is currently participating in the GLO Homeowner's Assistance Program and has completed over 200 reconstructions to date.

Mr. Lee's focus is to recruit and hire the best residential construction professionals, especially those with FEMA and CDBG-DR housing repair and reconstruction experience.

CODY DRILLING INCORPORATED, CEO

2002-2017

Mr. Lee is the CEO for Cody Drilling. Cody Drilling has assisted over 2,000 elevated structures and reconstructions of disaster impacted housing in the City of Galveston and Galveston County, Brazoria County, Chambers County, and Southeast Texas after Hurricane Ike. In 2016, Mr. Lee assisted with Louisiana Disaster Recovery Program with their rapid repairs program. Duties included business development, rapid mobilization, project capitalization, and building strong partnerships within the construction community.

THOMAS W. SHEPPARD
Project Manager

EDUCATION

LAMAR UNIVERSITY
Business Management

TRAINING/CERTIFICATIONS

LICENSED CONSTRUCTION SUPERINTENDENT, NEW YORK

CERTIFIED INSURANCE ADJUSTER, TEXAS

YEARS OF EXPERIENCE

30+ YEARS

PROFESSIONAL BIO

Mr. Sheppard, Vice President of Brizo Construction, brings over 30 years' experience in all phases of construction. Mr. Sheppard was formerly the owner of Stonewater Construction.

Mr. Sheppard has an extensive background managing Federal and State funded housing repair programs including Fannie Mae Repair Programs, FEMA Rapid Repairs, HUD CDBG-DR, and State of Texas GLO disaster recovery programs.

VALUE ADDED EXPERIENCE

- Experience collaborating with Federal and State agencies and local officials
- Experience coordinating with the owner, A/E, subcontractors, and stakeholders through all project phases
- Ability to develop, assemble, review, evaluate and scrutinize project schedules and forecasts including status reporting and communication through earned value management

PROFESSIONAL EXPERIENCE

BRIZO CONSTRUCTION, REGIONAL MANAGER
FEBRUARY 2018 TO PRESENT

As Vice President, Mr. Sheppard is responsible for oversight of all governmental construction projects for Brizo Construction. He coordinates, schedules, and supervises a large subcontractor base of various trades. Mr. Sheppard serves as liaison with the State GLO program managers to ensure that program objectives are met.

FLAX CONSTRUCTION, REGIONAL SUPERINTENDENT
2016-2018

Mr. Sheppard was responsible for Fannie Mae and insurance restoration projects. Supervised up to 50 projects at once. Prepared various progress reports as required by Fannie Mae and insurance companies.

STONEWATER, INC, PRESIDENT
1997-2015

Mr. Sheppard was the President of Stonewater, Inc. which provided custom remodeling. In 2011, Stonewater was chosen as one of only 11 General Contractors for the GLO Hurricane Ike Disaster Recovery program. Mr. Sheppard was fully responsible for financial management, procurement of construction contracts, securing subcontractors, and assuring quality control and compliance for all Federal, State, and local requirements.

RUSSELL MILLER

CONSTRUCTION Manager

BRIZO CONSTRUCTION

EDUCATION

UNIVERSITY OF GEORGIA – ATHENS GA

Political Science and Economics

YEARS OF EXPERIENCE

30+ YEARS

PROFESSIONAL BIO

Mr. Miller oversees purchasing and estimating for new construction and rehabilitation projects. He has over 30 years of experience in civil, commercial, multi-family and residential construction industries.

VALUE ADDED EXPERIENCE

- Experience collaborating with Federal and State agencies and local officials
- Extensive experience with construction cost estimates and change proposals

Software

- Sage Timberline Estimating and Accounting
- Precision Builder
- PlanSwift
- Prolog Manager
- Microsoft – Word, Excel and Powerpoint

PROFESSIONAL EXPERIENCE

BRIZO CONSTRUCTION, ESTIMATING & PROJECT MANAGER

SEPTEMBER 2019 TO PRESENT

- Manages Estimating Department
- Negotiate all Subcontractor and Vendor pricing
- Maintain vendor relations/rebate programs
- Budget/Margin analysis
- Implement and manage corporate purchasing procedures

DSW HOMES, VP PURCHASING & ESTIMATING

OCTOBER 2012- AUGUST 2019

- Managed day to day operation of production office
- Review and approve all subcontractor and vendor invoices
- Managed all RFP and RFQ submittals for Disaster Recovery Programs
- Completed 273 disaster recovery houses in 20 months for the THAP Program – Beaumont and 22 surrounding counties in Texas
- Successfully managed RFQ process for Texas General Land Office submission to become an approved builder for all GLO projects in the state of Texas.

MELISSA POWELL

PROJECT COORDINATOR & QA/QC

BRIZO CONSTRUCTION

PROFESSIONAL BIO

Ms. Powell has over 8 years of project management experience in construction. Her expertise is specialized in management and coordination of single-family residential construction projects.

VALUE ADDED EXPERIENCE

- Site visits with superintendents and homeowners.
- Experience coordinating with the owner, program manager, subcontractors, engineers, and supervisors through all project phases.
- Ability to track expenses, project completion, permitting, and program documentation.
- Blueprint evaluation.
- Timely completion based on project schedule.

TRAINING

AUSTIN COMMUNITY COLLEGE – GENERAL STUDIES

YEARS OF EXPERIENCE

8+ YEARS

PROFESSIONAL EXPERIENCE

BRIZO CONSTRUCTION, PROJECT MANAGER

MAY 2021 TO PRESENT

As a project manager for Brizo, Ms. Powell manages home reconstruction projects. Her management responsibilities include delegation of duties, permitting, expense tracking, subcontractor election, and project closeout. Ms. Powell is responsible for any delays, emergencies and problems arising from the project ensuring completion within the parameters of the schedule. She complies with all safety and legal requirements reporting all progress to the governmental program manager. Ms. Powell has worked on the following disaster recovery residential rebuilds: Hurricane Harvey Homeowner Assistance Program and Imelda Homeowner Assistance and Reimbursement Program.

BRIZO CONSTRUCTION, PROJECT COORDINATOR

FEBRUARY 2019 - APRIL 2021

As a Coordinator, Ms. Powell was responsible for managing house files, coordinating with superintendents, correspondence with the homeowners, staying on schedule, and meeting requirements according to each program.

LOWE'S HOME IMPROVEMENT, PROJECT SPECIALIST

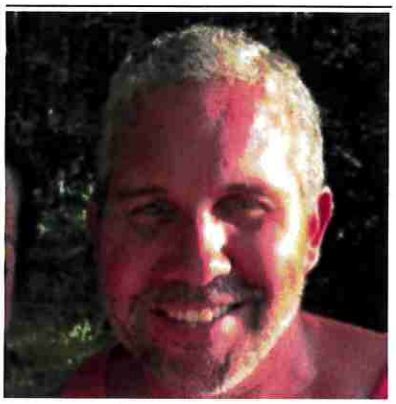
FEBRUARY 2004 – FEBRUARY 2009 & MAY 2013 – FEBRUARY 2019

As a Project Specialist, Ms. Powell was responsible for determining scope of work, bid jobs, and manage jobs from beginning to close out. She met with homeowners directly and maintained strong customer relationships. Ms. Powell kept meticulously organized project folders.

BRIZO CONSTRUCTION

JOEL MILLER

SUPERINTENDENT



EDUCATION

ASSOCIATE DEGREE IN OCCUPATIONAL SAFETY HEATLH TECH – LAMAR INSTITUTE OF TECHNOLOGY

GENERAL BUSINESS – LAMAR STATE COLLEGE

YEARS OF EXPERIENCE

15+ YEARS

CERTIFICATIONS/TRAINING

OSHA 30

HEAVY EQUIPMENT

PROFESSIONAL BIO

Mr. Miller has over 15 years of experience as a superintendent and construction manager in multi-unit and single family residential construction with a focus in recovery. While running his own remodeling company, he also worked in disaster recovery rebuilds. Mr. Miller's experience includes home elevations to FEMA BFE standards.

VALUE ADDED EXPERIENCE

- Experience in coordinating with the subcontractors, homeowners, project managers, and engineers through all project phases.
- Meet or exceed project deadlines and budget limits.
- Manage staffing, work assignments, and performance evaluations.
- Maintain records logs.
- Supervision and site inspections to ensure accuracy and completeness.
- Obtain correct permitting

PROFESSIONAL EXPERIENCE

BRIZO CONSTRUCTION, SUPERINTENDENT
JANUARY 2022 TO PRESENT

- Mobilization of residential construction sites in Beaumont area.
- Meets all safety requirements for crews.
- Weekly updates on progress of home
- Manage 5 - 10 building sites
- Logistics of materials

GROSS BUILDERS, CONSTRUCTION SUPERINTENDENT
APRIL 2019 – JANUARY 2022

- Oversee all multi-unit construction sites from start to finish

HOMEVESTORS OF AMERICA, CONSTRUCTION MANAGER
FEBRUARY 2018 – JANUARY 2020

- Remodeling of all homes

SUNRISE ENTERPISES, OWNER/OPERATOR
MARCH 2003 – MARCH 2019

- Turn-key remodels

I-CONNECT OUTREACH, CONSTRUCTION SUPERINTENDENT
JANUARY 2018 – JULY 2018

- Disaster recovery residential rebuilds

EXCELLO HOMES, RESIDENTIAL HOME ELEVATION MANAGER
JUNE 2017 – JANUARY 2018

- Site manager for he elevation of homes to BFE engineered by FEMA, conflict resolution, reporting, and safety.

WESLEY A. BUCHHORN

6129 Woodacres Drive; Hitchcock, TX 77563
409-795-1415
wesley@southeasttexasengineering.com

Summary

Current Owner / Engineer of Southeast Texas Engineering & Inspections, LLC who is skilled in all phases of engineering operations. Professional Engineer with over thirteen years of experience designing residential and commercial structures (wooden structures, steel structures, timber piers, boathouses, foundations, etc.) and inspecting them to ensure they were constructed according to the current International Residential Code (IRC), International Building Code (IBC) and requirements for windstorm certification.

Planned, developed, designed and implemented architectural and structural drawings based on engineering specifications and technical drawings for residential and commercial projects / facilities. Construction methods include: timber/steel framing; masonry; reinforced concrete and post-tension foundations; and cladding systems including EIFS/stucco.

Personal Attributes:

- Ability to work in a fast-paced, deadline driven environment. Plan, schedule and complete the development of projects.
- Ability to manage work on multiple projects at once and self-manage priorities.
- Accuracy and attention to details.
- Excellent problem solving and analytical skills.
- Strong technical aptitude.
- Exceptional work ethic.

Professional Experience

Owner / Engineer (PE) – October 2011 – Present
Southeast Texas Engineering and Inspections, LLC – Galveston, TX
Manage company operations and provide structural design leadership. Responsible for the business functions of planning and accounting. Provide guidance and oversight to structural design team and responsible for the design and production of residential, commercial, and industrial structural projects. Provide training and support to inspectors.

- Project management including project job costing, design, CAD support coordination, bid procurement, and construction administration.
- Defining scope of work, preparing estimates and scheduling for the Civil/Structural engineering portion of work in a project.
- Preparing accurate and complete designs and calculations as required to meet project design codes and specifications.
- Project coordination with clients, regulatory agencies and contractors.
- Formal preparation of bid documents and technical specifications for public or private bid solicitations.
- Coordinating with contractors and field inspections to ensure windstorm certification compliance.
- Provide technical guidance to co-workers to resolve project issues.
- Oversee and manage support team to ensure a quality work product.

Engineer (PE) – May 25, 2011 – October 2011
Hurricane Engineering and Inspection Services, LLP – Hitchcock, TX
Worked diligently towards timely completion of multiple projects. Main actions involved:

- Organize/plan jobs, assisted in writing proposals / estimates.
- Perform and check calculations and design using computer-aided design (CAD) techniques.
- Develop and build client relations.
- Oversee inspectors and clerical staff to ensure proper documentation for all projects.
- Computed load and grade requirements and material stress factors to determine design specifications.
- Closely collaborated with construction contractors to ensure both safety of the facility and timely, economic completion, according to public and safety regulations.
- Carried out load and structure calculations, investigated beam and foundation strength.
- Took constant preventive measures in accordance with meticulous analyses of given designs.

Engineer In Training (EIT) – June 2005 – October 2011
Hurricane Engineering and Inspection Services, LLP – Hitchcock, TX
Worked diligently towards timely completion of multiple projects. Main actions involved:

- Organize/plan jobs, assisted in writing proposals / estimates.
- Perform and check calculations and design using computer-aided design (CAD) techniques.
- Develop and build client relations.
- Oversee inspectors and clerical staff to ensure proper documentation for all projects.
- Computed load and grade requirements and material stress factors to determine design specifications.
- Closely collaborated with construction contractors to ensure both safety of the facility and timely, economic completion, according to public and safety regulations.
- Carried out load and structure calculations, investigated beam and foundation strength.
- Took constant preventive measures in accordance with meticulous analyses of given designs.

Education & Qualifications

Bachelor of Science (B.S.) in Mechanical Engineering; May 14, 2005
Lamar University - Beaumont, TX

Professional Certifications

- Licensed and Registered Professional Engineer - Texas (TX-108508)
- Registered Windstorm Inspector for the Texas Department of Insurance (TDI)
- Fortified Home Certified Evaluator

SOUTHEAST TEXAS ENGINEERING & INSPECTIONS, LLC
Wesley A. Buchhorn, P.E. • Timothy S. Buchhorn, P.E.
8001 Bayside Avenue, Second Floor, Galveston, TX 77554
P.O. Box 390, Galveston, TX 77553
409-741-8741
wesley@southeasttexasengineering.com • tim@southeasttexasengineering.com

Summary

Southeast Texas Engineering & Inspections, LLC opened in 2011 has two licensed engineers who are appointed by the Texas Department of Insurance to perform windstorm engineering, inspections, and certifications of structures and components in the state of Texas. We are skilled in all phases of engineering operations. Our engineers have over 30 years of combined experience designing residential, commercial and industrial structures and inspecting them to ensure they were constructed according to the current International Residential Code (IRC), International Building Code (IBC) and that they meet the requirements for windstorm certification.

We have planned, developed, designed and implemented architectural and structural drawings based on engineering specifications and technical drawings for residential and commercial projects/facilities. Construction methods include: timber/steel framing, masonry, reinforced concrete and post-tension foundations and cladding systems including EIFS/stucco. We specialize in residential homes/additions, metal buildings, carports, patios, porches, barns, duplexes, apartments, bulkheads, boat houses, piling foundation design, beach front homes, concrete foundation design, elevator shafts, etc.

We have worked on GLO Disaster Recovery projects for multiple contractors both rebuilding and rehabbing homes - both engineering new houses and doing inspections on the houses.

Personal Attributes Of Our Staff:
We have the ability to work in a fast-paced, deadline driven environment and to plan, schedule and complete projects in a timely manner. We have the ability to prioritize and manage work on multiple projects. We have excellent problem solving and analytical skills as well as strong technical aptitude and an exceptional work ethic.

Our Engineers

Wesley Buchhorn, P.E. is the co-owner and managing partner of Southeast Texas Engineering & Inspections, LLC. Wesley graduated from Lamar University on May 14, 2005 with a BS in Mechanical Engineering. Wesley worked as an EIT for 6 years at a local engineering firm designing wooden structures, steel structures, foundations, etc. and inspecting them to ensure they were constructed according to the current International Residential Code (IRC), International Building Code (IBC) and ASCE 7-05, 7-10 and/or 7-16 requirements for windstorm certification. Wesley earned his Texas Professional Engineering License on May 25, 2011 as a Structural Engineer.

Tim Buchhorn, P.E. is the co-owner of Southeast Texas Engineering & Inspections, LLC. Tim graduated on December 13, 2008 from Texas A&M University with a BS in Civil Engineering. Tim worked as an EIT for 5 years at a local engineering company both commercial and residential structures (wooden, steel, concrete, etc.). Tim achieved his Texas Professional Engineering License on December 4, 2013 as a Structural Engineer.

CERTIFICATIONS

Texas Historically Underutilized Business (HUB) Certificate

HUB
Statewide Historically Underutilized Business Program

Certificate/VID Number: **1822408708200**
Approval Date: **January 13, 2022**
Scheduled Expiration Date: **October 12, 2025**

The Texas Comptroller of Public Accounts (CPA), hereby certifies that

Brizo Construction LLC

has successfully met the established requirements of the State of Texas Historically Underutilized Business (HUB) Program to be recognized as a HUB. This certificate printed **January 13, 2022**, supersedes any registration and certificate previously issued by the HUB Program. If there are any changes regarding the information (i.e., business structure, ownership, day to day management, operational control, business location) provided in the submission of the business; application for registration/certification as a HUB, you must immediately (within 30 days of such changes) notify the HUB Program in writing. The CPA reserves the right to conduct a compliance review at any time to confirm HUB eligibility. HUB certification may be suspended or revoked upon findings of ineligibiliy.

Statewide HUB Program
Statewide Procurement Division

Note: In order for State agencies and institutions of higher education (universities) to be credited for utilizing this business as a HUB, they must award payment under the Certificate/VID Number identified above. Agencies, universities and prime contractors are encouraged to verify the company's HUB certification prior to issuing a notice of award by accessing the Internet (**https://mycpa.cpa.state.tx.us/tpasscmblsearch/index.jsp**) or by contacting the HUB Program at **512-463-5872** or toll-free in Texas at **1-888-863-5881**.

Please print this page and cut out the pocket card below.
print . . . close

PE LS
Texas Board of Professional Engineers and Land Surveyors

Number: **108508**
Status: **ACTIVE**
Expires: **3/31/2023**

WESLEY ALLAN BUCHHORN

TEXAS LICENSED PROFESSIONAL ENGINEER

_____
Signature

EnviroEd LLC

1066 Oldstone Road Allentown, PA 18103
888-779-8404 rrptraining@enviroed.net www.enviroed.net

Certificate of Attendance and Successful Completion
Renovator Initial – English

Issued in accordance with 40 CFR 745.225

Ernesto Moreira
8327 Glenview
Houston, Texas 77017

Certificate Number: R-I-128533-17-02206

Date of Course: 10/31/2017
Date of Successful Test Completion: 10/31/2017
Date of Certificate Expiration: 10/31/2022

Jessica L. Lucas

11/3/2017

Jessica L. Lucas RS, HHS — Date
EnviroEd, LLC, Training Manager

United States Environmental Protection Agency

This is to certify that

Brizo Construction LLC

has fulfilled the requirements of the Toxic Substances Control Act (TSCA) Section 402, and has received certification to conduct lead-based paint renovation, repair, and painting activities pursuant to 40 CFR Part 745.89

In the Jurisdiction of:

All EPA Administered States, Tribes, and Territories

This certification is valid from the date of issuance and expires July 05, 2023

NAT-F188034-1

Certification #

June 21, 2018

Issued On

Michelle Price, Chief

Lead, Heavy Metals, and Inorganics Branch

605

JEFFERSON COUNTY PURCHASING DEPARTMENT
Deborah L. Clark, Purchasing Agent

1149 Pearl Street
1st Floor, Beaumont, TX 77701

OFFICE MAIN: (409) 835-8593
FAX: (409) 835-8456

Addendum to RFQ

RFQ NUMBER: RFQ 22-047/MR

RFQ TITLE: Contractor Qualifications for Residential Home Elevations for HMA, TWDB and BRIC Disaster Funding Recipients, Pursuant to Chapter 262, Texas Local Government Code, the County Purchasing Act and 2 CFR Section 200.318-326

RFQ DUE BY: **11:00 am CT, Wednesday, August 31, 2022**

ADDENDUM NO.: 1

ISSUED (DATE): August 23, 2022

To RFQ Respondent: This Addendum is an integral part of the RFQ package under consideration by you as a Respondent in connection with the subject matter herein identified. Jefferson County deems all sealed qualifications to have been proffered in recognition and consideration of the entire RFQ Specifications Package – *including all addenda*. For purposes of clarification, **receipt of this present Addendum by a Respondent should be evidenced by returning it (signed) as part of the Respondent's sealed RFQ response submission.** If the RFQ response submission has already been received by the Jefferson County Purchasing Department, Respondent should return this addendum in a separate sealed envelope, clearly marked with the RFQ Title, RFQ Number, and RFQ Opening Date and Time, as stated above.

Reason for Issuance of this Addendum:
Vendor Questions

The information included herein is hereby incorporated into the documents of this present RFQ matter and supersedes any conflicting documents or portion thereof previously issued.

Receipt of this Addendum is hereby acknowledged by the undersigned Respondent:

ATTEST:

Witness

Witness

Approved by ____ Date: _____

Authorized Signature (Respondent)

Chief Operating Officer
Title of Person Signing Above

Ronnie Vaughan
Typed Name of Business or Individual

9100 Canniff St Houston, TX 77017
Address

JEFFERSON COUNTY PURCHASING DEPARTMENT
Deborah L. Clark, Purchasing Agent

1149 Pearl Street
1st Floor, Beaumont, TX 77701

OFFICE MAIN: (409) 835-8593
FAX: (409) 835-8456

1. Question: Since our submission of a Statement of Qualifications will not include any bids at this time, may we assume no bid bond is required? If a bid bond is required, what amount should be bonded?
   Answer: No bid bond is due upon submission of your response to this Request for Statement of Qualifications. The bid bond will be required within ten (10) days of signing a contract with the County. This Request for Statement of Qualifications will be used to select qualified vendors to engage in contract negotiations for contracts. The bid bond amount will be determined when negotiations have been completed and a contract for the project has been executed.

COPY

JEFFERSON COUNTY PURCHASING DEPARTMENT
Deborah L. Clark, Purchasing Agent

1149 Pearl Street
1st Floor, Beaumont, TX 77701

OFFICE MAIN: (409) 835-8593
FAX: (409) 835-8456

August 9, 2022

Request for Statements of Qualifications
(RFQ 22-047/MR) Contractor Qualifications for Residential Home Elevations for HMA, TWDB and BRIC Disaster Funding Recipients, Pursuant to Chapter 262, Texas Local Government Code, the County Purchasing Act and 2 CFR Section 200.318-326

Jefferson County is seeking submittals from qualified firms to provide professional residential home elevation contractor services in accordance with Request for Statements of Qualifications (RFQ 22-047/MR) Contractor Qualifications for Residential Home Elevations for HMA, TWDB and BRIC Disaster Funding Recipients, Pursuant to Chapter 262, Texas Local Government Code, the County Purchasing Act and 2 CFR Section 200.318-326.

All interested firms should obtain a "Request for Qualifications" specifications packet from the Jefferson County Purchasing webpage at: https://www.co.jefferson.tx.us/Purchasing/

All submittals shall be evaluated by an Evaluation Committee. This committee will evaluate submissions to this request and select the firm that is most qualified, responsive, and experienced.

Responses are to be sealed and addressed to the Purchasing Agent with the request for qualifications number and name marked on the outside of the envelope or box. All responses shall be submitted with an original and (5) five copies, to the Jefferson County Purchasing Department, 1149 Pearl Street, 1st Floor, Beaumont, Texas 77701, no later than 11:00 am CT, Wednesday, August 31, 2022. Jefferson County does not accept responses submitted electronically. Responses will be publicly opened and the names of responding firms will be read aloud in the Jefferson County Engineering Department Conference Room (5th Floor, Historic Courthouse) 1149 Pearl Street, Beaumont, Texas 77701 at the time and date below. Statements of Qualifications received after that time will be considered late and will be returned unopened. Inquiries shall be directed to Mistey Reeves, Assistant Purchasing Agent at 409-835-8593 or mreeves@co.jefferson.tx.us. If no response in 72 hours, contact Deborah Clark, Purchasing Agent at 409-835-8593 or dclark@co.jefferson.tx.us.

REQUEST NAME:	**Contractor Qualifications for Residential Home Elevations for HMA, TWDB and BRIC Disaster Funding Recipients, Pursuant to Chapter 262, Texas Local Government Code, the County Purchasing Act and 2 CFR Section 200.318-326**
REQUEST NUMBER:	**RFQ 22-047/MR**
DUE DATE/TIME:	**11:00 am CT, Wednesday, August 31, 2022**
MAIL OR DELIVER TO:	**Jefferson County Purchasing Department** **1149 Pearl Street, 1st Floor** **Beaumont, TX 77701**

The County shall require the bidder to furnish a bid security in the amount of five percent (5%) of the total contract cost. The bid bond must be executed with a surety company authorized to do business in the State of Texas. Within ten (10) days after the date of the signing of a contract, the bidder shall furnish a performance bond to the County for the full amount of the contract, if the contract exceeds one hundred thousand dollars ($100,000). If the contract is for one hundred thousand dollars ($100,000) or less, the County may provide that no money be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County.

Jefferson County encourages Disadvantaged Business Enterprises (DBEs), Minority/Women Business Enterprises (M/WBEs), and Historically Underutilized Businesses (HUBs) to participate in the bidding process. Jefferson County does not discriminate on the basis of race, color, national origin, sex, religion, age or disability in employment, or the provisions of services. Individuals requiring special accommodations are requested to contact our office at least seven (7) days prior to the bid due date (at 409-835-8593) to make appropriate arrangements.

All interested firms are invited to submit a proposal in accordance with the terms and conditions stated in this request.

Respondents are strongly encouraged to carefully read the entire invitation, as failure to return and/or complete all required documentation will result in a response being declared as non-responsive.

Sincerely,

Deborah Clark

Deborah L. Clark, Purchasing Agent
Jefferson County, Texas

PUBLISH:
Beaumont Enterprise & Port Arthur News:
August 10th & 17th, 2022
Examiner **August 18, 2022**

TABLE OF CONTENTS

TABLE OF CONTENTS 1
SECTION 1: INTRODUCTION 2
1.1 PURPOSE/SCOPE OF WORK 2
1.2 STATEMENT OF QUALIFICATIONS 2
1.3 PROCEDURE 6
1.4 EVALUATION COMMITTEE 8
1.5 EVALUATION PROCESS 8
1.6 FIRM's SERVICES 8
1.7 LAWS AND REGULATIONS 9
1.8 INSURANCE REQUIREMENTS 9
1.9 WORKER'S COMPENSATION INSURANCE 9
1.10 TERMS AND CONDITIONS 9
INSERTION PAGE: CERTIFICATE OF INSURANCE (COI) 11
SECTION 2: RFQ SUBMISSION REQUIREMENTS AND SPECIAL REQUIREMENTS 12
BYRD ANTI-LOBBYING CERTIFICATION FORM 13
DEBARMENT/SUSPENSION CERTIFICATION 27
CIVIL RIGHTS COMPLIANCE PROVISIONS 28
SECTION 3: RFQ SUBMISSION REQUIREMENTS AND SPECIAL REQUIREMENTS 29
3.1 SUBMISSION OF QUALIFICATIONS 31
3.2 DEADLINE FOR RESONSE SUBMISSIONS/DELIVERY 31
3.3 COURTHOUSE SECURITY 31
3.4 COUNTY HOLIDAYS (2022) 31
3.5 SUBMISSIONS DURING TIME OF INCLEMENT WEATHER, DISASTER, OR EMERGENCY 32
3.6 PRE-PROPOSAL CONFERENCE 32
3.7 QUESTIONS/DEADLINE FOR QUESTIONS 32
3.8 VENDOR REGISTRATION: SAM (SYSTEM FOR AWARD MANAGEMENT) 32
3.9 FORM 1295 SUBMISSION REQUIREMENT (TEXAS ETHICS COMMISSION) 32
SAMPLE FORM 1295 33
INSERTION PAGE: COMPLETED FORM 1295 34
INSERTION PAGE: COMPLETED SYSTEM FOR AWARD MANAGEMENT (SAM) REGISTRATION PROOF 35
3.10 CONFIDENTIAL/PROPRIETARY INFORMATION 36
3.11 EVALUATION SCORING CRITERIA 37
RESPONDENT INFORMATION FORM 37
VENDOR REFERENCE FORM 38
SIGNATURE PAGE 39
CERTIFICATION REGARDING LOBBYING 40
DISCLOSURE OF LOBBYING ACTIVITIES 41
CONFLICT OF INTEREST QUESTIONNAIRE 42
LOCAL GOVERNMENT OFFICER – CONFLICT OF INTEREST DISCLOSURE STATEMENT (OFFICE USE ONLY) 44
RESIDENCE CERTIFICATION/TAX FORM 46
HOUSE BILL 89 VERIFICATION 47
SENATE BILL 252 CERTIFICATION 48
RESPONDENT'S CERTIFICATION 49
50

SECTION 1: INTRODUCTION: REQUEST FOR STATEMENTS OF QUALIFICATION (RFQ 22-047/MR) Contractor Qualifications for Residential Home Elevations for HMA, TWDB and BRIC Disaster Funding Recipients

1.1 PURPOSE/SCOPE OF WORK.

Jefferson County is requesting statements of qualifications and experience from all interested Residential Home Elevation Contractors desiring to provide professional residential home elevation services for the County as the need for these services arises. The range of services to provide will be broad and will involve residential home elevation. **This RFQ will be utilized to engage firms for future, undefined projects, and an indefinite quantity of residential home elevation contractor services as need arises.**

PROJECT DESCRIPTION:

Jefferson County is issuing the Request for Qualifications (RFQ) to procure professional residential elevation services in the Flood Mitigation Assistance Project, which covers both incorporated and unincorporated areas of Jefferson County, Texas. Jefferson County expects to award multiple contracts through this RFQ as the purpose of this RFQ is to engage a pre-qualified contractor pool to utilize in the elevation of homes in the Flood Mitigation Assistance Project. Contractors must be eligible to participate in contracts involving Federal funds.

Qualified building contractors will work with homeowners who will be receiving funds to elevate their homes. The homeowners will select from the pool of qualified, capable contractors to elevate their home.

Due to the fact that the purpose of this RFQ is to engage a pre-qualified contractor pool, awarded contractors will be asked to compete in individual projects and there is no guarantee of any volume or usage by the homeowners. There is no guarantee of the number of homes any given contractor will be selected to elevate.

The scope of services within each individual project will vary, as the circumstances in each home to be elevated will be different. However, successful contractor services will include, but are not limited to, the following:

For contracted services from Jefferson County using the Flood Mitigation Assistance Project, an Elevation Contractor shall not hire a firm to perform engineering services on the same home if that firm also was contracted by the County to provide Structural Integrity and Inspection Services.

The awarded contractor or contractors will be required to sign an affidavit stating they will comply with the above statement.

SPECIFICATIONS:

1. Contractors will have a licensed Structural Engineer available to sign and stamp drawings.

2. Contractors are required to use a hydraulic lift system when elevating the homes.

3. Contractors are required to use lateral bracing for support of elevated homes.

4. Contractors shall provide professional labor, equipment and materials adequate to perform the work in accordance with the scope of work for each eligible applicant's residential structure while ensuring that all applicable housing standards and codes are met;

5. All elevation work will be performed to meet or exceed all local, state and federal building codes and standards;

6. All elevation work will bring the structure into compliance with the Jefferson County Subdivisions and Floodplain Rules and Regulations by requiring a finished floor elevation a minimum of one-foot (1') above the 100 Year Flood Plain for the Finished Floor Elevation unless a higher elevation in required.

7. Elevation certificates shall be required before the elevation commences, and upon completion to verify the elevation and achieve compliance with local flood plain requirements.

8. If the homeowner selects your company, you will meet with the individual property owners to review the scope of work to be performed, including establishing a work schedule acceptable to property owners and Jefferson County; Prepare plans and specification and perform elevation in compliance with applicable City or County floodplain elevation requirements, code requirements, and Texas Windstorm Insurance Association (TWIA) requirements; Provide initial first floor elevation and obtaining final elevation certificates.

9. Repair of damage caused to homes/property during the elevation project;

10. All damages caused by the contractor during the elevation project shall be paid for by the contractor; these damages are ineligible grant costs and the Program does not cover such costs. These are the responsibility of the contractor.

11. Obtaining all necessary state and local permits and approvals after permits are acquired, but prior to the commencement of the work for each home, with copies of all permits provided to the County;

12. Coordination with property owner; utility disconnection and deactivation;

13. Debris removal in accordance with all Federal, State, and local requirements, including the disposal of potential asbestos containing materials;

14. Site preparation; if needed

15. Compliance with applicable Americans with Disabilities Act requirement may be required if deemed necessary by the homeowner

16. Elevation and post-elevation photographs taken and provided to the County's documenting services performed and compliance with permitting and building requirements;

17. If successful Contractors use subcontractors, then prompt payment of all subcontractors for services rendered, and obtaining signed and notarized lien waivers from all subcontractors documenting proof of payment and providing copy of such lien waivers to the County with draw requests;

18. Maintaining job sites in a neat and orderly manner.

19. Ineligible work shall not be allowed, with the sole exception of ineligible work necessarily incidental to the elevation project. Examples of ineligible work include, but are not limited to, building additions or auxiliary structures, additional landscaping for ornamentation beyond what existed at the site prior to the construction of the project, construction of new decks or porches, construction of expanded decks or porches, improvements for aesthetic reasons, or interior remodels. This list of examples is not exhaustive.

20. Each home shall be subject to a separate written agreement that will be between the contractor, the respective homeowner, and Jefferson County (the "Tri-Party Agreement"). Each Tri-Party Agreement will specify a term

applicable to the Flood Mitigation Assistance Project and specify draw requirements and other requirements associated with that given Flood Mitigation Assistance Project.

Offering financial incentives of any kind such as: trips, meals, entertainment tickets, cash, etc. is strictly prohibited.

BACKGROUND INFORMATION

A residential elevation is when a house that is vulnerable to flooding is physically raised to an elevation at or above the Base Flood Elevation (BFE). The benefits of elevating a structure are to minimize the threat for future flood losses to property and personal belongings; in addition, the activity provides peace of mind to homeowners who have elevated above most flooding events.

MANDATORY ELEVATION

All communities that participate in the National Flood Insurance Program (NFIP) are required to develop a local Floodplain Management Ordinance. These ordinances identify minimum standards that, when met, require homeowners to elevate their houses.

Substantial Damage – after a flood or other damaging event, the Floodplain Administrator for the community will assess damaged structures.

Residential structures that have sustained a 50% or greater loss of the value of the structure (not including lot) are deemed substantially-damaged, and prior to obtaining a building permit, the owners must agree to bring the structure up to the NFIP standard of being elevated to the BFE (or higher as required by local code).

In some instances, communities add 2' of freeboard above the BFE to provide additional flood safety value. The Floodplain Administrator will provide the homeowner with a copy of a letter that states that the property is substantially damaged.

TYPES OF ELEVATIONS

Available elevation methods, which are thoroughly described in FEMA P-312, Chapter 5, and FEMA P-347 include:

Elevating the existing structure on piles, posts, or piers.

1. Elevations in V zones (Velocity Zones in Coastal High Hazard Areas) must be on open foundations. The lowest floor must be free of obstructions or constructed with non-supporting breakaway walls, open wood lattice-work, or screening intended to collapse under wind and water loads without causing collapse, displacement, or other structural damage to the elevated portion of the building or supporting foundation.
2. Filling in the basement and replacing it with an elevated floor.
3. Elevating by vertically extending the foundation walls of the home.
4. The method that is selected for elevating a house depends on factors such as:
    a. Foundation type
    b. Condition of the house
    c. Applicable state and local building codes
    d. Soil type and bearing capacity
    e. Weight of the house and lateral forces on the house from water and other natural hazards, such as winds and earthquakes
    f. Height of proposed elevation above the grade level
    g. Number of additions to the original structure

ELEVATION REQUIREMENTS

Foundations must be designed to properly address all loads and be appropriately connected to the floor structure above, and utilities must also be properly elevated.

1. Elevations must comply with NFIP standards and building codes that exist in the State and Community. Elevations must comply with ASCE24-14 or latest edition.
2. Elevation must be designed and adequately anchored to prevent flotation, collapse, and lateral movement due to hydrodynamic and hydrostatic loads, including the effects of buoyancy.
3. A building permit is required in order to elevate.

STRUCTURAL SOUNDNESS

Structure must be structurally sound and capable of being elevated safely. Prior to participating in a FEMA Grant Program project to elevate houses, homeowners will have an inspection by a licensed structural engineer that determines whether a house can successfully be elevated or not.

SPECIFICATION MILESTONES AND COMPENSATION DRAWS

The following milestone schedule will be followed for each house and engineers will inspect at the following elevation phase milestones:

1. Milestone 1: 20% of the total contract amount in that Project.
    a. Signed contract; Permits obtained with copies of permits provided to Jefferson County;
    b. A & E drawings. Drawings should be signed and stamped by the Engineer.
    c. Interior and Exterior pre-evaluation photographs submitted
    d. Performance and Payment Bonds
2. Milestone 2: 40% of the total contract amount in that Project.
    a. Mobilization of equipment
    b. Clearing work
    c. Tunneling portion of work is complete
    d. Structure is elevated and resting on cribbing portion of the work is complete
    e. Engineer concurrence with percentage completion
    f. Mid-lift EC showing structure is at or above the designated flood elevation
    g. Inspection
3. Milestone 3: 30% of the total contract amount in that Project.
    a. Piers and/or post columns are built
    b. New foundation is complete
        i. If foundation type will have CMU block wall-capture photos of posts, piles or columns as needed for this milestone
    c. Engineer concurrence with percentage completion
    d. Inspection
4. Milestone 4: 10% of the total contract amount in that Project.
    a. Completion of all work
        i. Installation of vents, as required; placement of lattice, as required
        ii. Reconnection of utilities
        iii. Final site clean-up
        iv. Written confirmation of third-party warranty provided to homeowner
        v. If applicable, confirmation of satisfaction of applicable ADA requirements
        vi. Engineer concurrence with completion
        vii. Homeowner concurrence with payment

viii. If applicable, signed and notarized lien waivers from subcontractors utilized
ix. Final elevation certificate
x. As built plans – Updates can be done in writing to show any changes from original plans to as built conditions
xi. Final Inspection
    1. Forms and data required for completion, include but not limited to the following:
        a. Photos of the interior and exterior (all sides) of the house
        b. Photos of the gas and electric fixtures
        c. Photos of the posts, piles or columns under the house
    2. Certificate of Occupancy (See Certificate of Occupancy below)
    3. Final Elevation Certificate
    4. Copy of recorded deed
    5. Certification that the structure is compliant with NFIP
    6. Verification of Flood Insurance
    7. 501 Mitigation Form

CERTIFICATE OF OCCUPANCY

All permits have been successfully closed out and grant paperwork has been provided as necessary. Communicate with the County to go ahead and issue a Certificate of Occupancy to the homeowner. A Certificate of Occupancy will not be issued until after the final inspection.

PREVAILING WAGE RATES

Chapter 2258 of the Texas Government Code requires state agencies, cities, counties, independent school districts, and all other political subdivisions that engage in public work projects using public funds to include prevailing wage rate in the project request for proposal documents and Contract.

Current prevailing wage rates are incorporated in the Contract documents.

PERIOD OF CONTRACT

As funds are obligated, small batches of homes will be available for structural integrity analysis and inspection. The first batch will consist of 4 homes. There will potentially be up to 150 homes that will require structural analysis and inspection. Work must be complete for each batch of homes within three (3) months. The awarded firm(s) will be issued a Notice to Proceed for each batch of homes.

MINIMUM REQUIREMENTS

1. Minimum of three (3) years of structural integrity testing, inspection and certification of occupancy services experience.
2. Minimum of three (3) years firm and firm ownership / key staff experience in structural integrity testing, inspection and certificate of occupancy services experience.
3. Background check, criminal and or affidavit of no suspensions or criminal actions against owners and/or company for non-performance of work.

1.2 STATEMENT OF QUALIFICATIONS

Jefferson County is requesting Statements of Qualifications (SOQ) from firms who can adequately demonstrate they have the resources, experience and qualifications to perform structural integrity and inspection services.

Please provide the following information in the order shown below, and to not exceed the number of pages requested.

1. **Letter of Interest** (Limited to one (1) page, signed by a principle of the professional firm):
    a. Include name of firm wishing to contract with the County.
    b. Firm's local address and corporate or main office address.
    c. Include a statement as to the availability of the firm to complete the work within the stated time period.
2. **Technical Approach** (Limited to five (5) pages):
    a. Firm understanding of the scope of work.
    b. A description of the work to be performed and how it would be performed.
3. **Firm Experience and References** (Limited to then (10) pages):
    a. A brief history of the proposing entity, including general background, number of years in business, knowledge of and experience working on this type of projects.
    b. Provide projects which demonstrates the required minimum of three (3) years' experience with structural integrity testing and inspection services that will best illustrate team capabilities
    c. Demonstrate proficiency in structural integrity services, inspection services and certificate of occupancy services.
    d. Provide evidence that you understand and comply with TWIA requirements. Include any applicable licenses.
    e. Related experience in federally funded projects and the specific project type referenced in this RFQ.
    f. Firm must demonstrate an understanding of the requirements to remain in compliance in administering a federal funded project (FEMA/HUD). All elevations shall be completed in accordance with the Hazard Mitigation Assistance Guidance document, the Elevation Certificate, and Instructional Guidelines, therefore, knowledge of these guidelines is essential.
    g. Firm's strong financial stability. Provide two (2) years of financial statements, preferably audited.
    h. Provide at least three references of previous clients with similar projects and specify the project for which the references respond to. A reference form is included on Page 39 of this package.
    i. Furnish references for the prime provider's project manager for similar related projects. The client reference must be employees, such as the contract manager or work authorization manager, who are most familiar with the proposed manager's work.
    j. Provide a listing of all current litigation(s), outstanding judgements and liens affecting the firm.
    k. Describe any unique services offered by your firm.
4. **Workload Capacity** (Limited to two (2) pages):
    a. A statement substantiating the firm's resources of and the ability to carry out the scope of work requested in a timely manner.
    b. Provide a current list of your firm's projects.
    c. Provide project availability of personnel in order to provide engineering and inspection services on multiple structures in varied locations throughout the County.
5. **Professional Qualifications and Individual Experiences** (Limited to one (1) page for the organization chart and two (2) pages per resume):
    a. The respondent shall select a team of professionals capable of providing the required services in an efficient manner in the best interest of Jefferson County and to provide successful, on-time, and on budget project deliver. Information on all proposed sub-consultants and/or subcontractors should be included in the SOQ.
    b. Describe the firm's capacity to perform as well as resumes of all employees who will or may be assigned to provide services if you firm is awarded a contract through this solicitation, including any licensees or certification.
    c. Show work experience of Project Team including any sub consultants.
    d. Provide organizational chart containing names, addresses, telephone numbers, and email address of the prime provider and any sub consultants proposed for the team. Include the name of the prime

provider's Project Manager and all key personnel who will work on the project. Also, include each key personnel's project role and responsibilities and estimated percentage of time on the project.

e. Names, titles, address and telephone numbers of persons who are authorized to negotiate for and contractually bind the firm. One of these persons should sign the response. A contact must me named for addressing questions generated during the evaluation process.

1.3 PROCEDURE.

Firms are encouraged to submit statements of qualifications and experience to be kept on file in the Jefferson County Purchasing Department. For a given project, the responsible Jefferson County Commissioners' Court will appoint a selection committee, which will evaluate responses and select, in order of preference, a short list of at least three firms. Responses will be ranked on the basis of demonstrated experience, competence, and qualifications. Fees, price, work hours, or any other cost information will not be considered in the development of the short list.

Jefferson County will then enter into negotiations with the highest qualified firm. The negotiations will first establish the scope, terms and conditions, and time limits for the proposed contract. Once agreement is reached between Jefferson County and the selected firm, the County will request a fee proposal from the firm. If agreement is reached, the County will retain the firm and enter into a written contract with it. If an agreement cannot be negotiated with the selected firm, the County will then enter into negotiations with the next most qualified firm. This procedure will continue until agreement is reached and a contract is produced. If the County cannot negotiate an agreement, the procedure will be terminated.

1.4 SELECTION REVIEW COMMITTEE.

Because of the diversity of the departments and activities of the County, the Jefferson County Commissioners' Court will appoint the Selection Review Committee for this Request for Qualifications. The Purchasing Agent may appoint a Chairperson and no less than two (2) other members for the committee. Typically, the committee will consist of at least one professional in the task required, a person knowledgeable about procurement practices, and either a representative of the department requesting the project, or the department executing the project. However, this structure is not binding and subject to change at the discretion of the Purchasing Agent. Other members may be appointed to the Evaluation Committee as necessary and appropriate, but the total number of persons committee shall not exceed five (5) persons. Committee appointments shall be in writing and shall briefly describe the scope of the project and, if necessary, the primary disciplines required to accomplish the project in order to assist the committee in developing a list of firms that might best accomplish the work required. Committee membership and project requirements will vary from project to project. Therefore, a firm rated number one for one project could be considered not qualified or ranked lower on another project.

1.5 EVALUATION PROCESS.

While Jefferson County appreciates a brief, straight-forward, and concise reply; Respondent must fully understand that the evaluation is based on the information provided. Accuracy and completeness are essential. Omissions, ambiguous, and equivocal statements may be construed against the respondent. The RFQ response may be incorporated into any contract which results from this RFQ, and vendor(s) are cautioned not to make claims or statements it is not prepared to commit to contractually. Failure of the vendor to meet such claims will result in a requirement that the vendor provide resources necessary to meet submitted claims.

The Jefferson County Purchasing Department may initiate discussions with selected vendors; however, discussions may not be initiated by vendors.

The Jefferson County Purchasing Department expects to conduct discussions with vendor's representatives authorized to contractually obligate the vendor with an offer. **Vendors shall not contact any Jefferson County personnel during the RFQ process without the express permission from the Jefferson County Purchasing Agent. The Purchasing Agent will disqualify any vendor who has made site visits, contacted Jefferson County personnel, or distributed any literature without authorization from the Jefferson County Purchasing Department.**

All correspondence relating to this RFQ, from advertisement to award shall be sent to the Jefferson County Purchasing Department. All presentations and/or meetings between Jefferson County and the vendor relating to this RFQ shall be coordinated by the Jefferson County Purchasing Department.

Selected vendors may be expected to make a presentation/product demonstration to an Evaluation Committee. Proposals, vendor presentations, and product/service evaluations may develop into negotiating sessions with the vendor(s) as selected by the Evaluation Committee. Jefferson County expects to conduct negotiations with vendor representatives authorized to contractually obligate the vendor with an offer. If vendor is unable to agree to contract terms and conditions, Jefferson County reserves the right to terminate contract negotiations with that vendor and initiate negotiations with another vendor. In addition to a presentation, visits by the Evaluation Committee to representative vendor client sites may be conducted where the proposed solution can be demonstrated in a production environment.

1.6 Residential home elevation contractor FIRM's SERVICES.

A. A description of services that may be utilized under this RFQ includes:
   1. Residential home elevation.

1.7 LAWS AND REGULATIONS.

A. The residential home elevation contractor Firm(s) must comply with all laws, ordinances, and rules and regulations which govern the work specified in this contract.

1.8 INSURANCE.

The contractor (including any and all subcontractors as defined in **Section 1.9.1.3** below) shall, at all times during the term of this contract, maintain insurance coverages with not less than the type and requirements shown below. Such insurance is to be provided at the sole cost of the contractor. These requirements do not establish limits of the contractor's liability.

All policies of insurance shall waive all rights of subrogation against the County, its officers, employees and agents; a copy of the policy wording or endorsement is required.

Contractor shall furnish Jefferson County with Certificate of Insurance naming Jefferson County as additional insured and will provide the actual policy wording or endorsement showing as such.

All insurance must be written by an insurer licensed to conduct business in the State of Texas.

Minimum Insurance Requirements:

Public Liability, including Products & Completed Operations	$1,000,000
Excess Liability	$1,000,000

Property Insurance (policy below that is applicable to this project):

Improvements & Betterments Policy: Improvements/Remodeling (for Lease Tenants)
Builder's Risk Policy: Structural Coverage for Construction Projects
Installation Floater Policy: Improvements/Alterations to Existing Structure

Workers' Compensation Statutory Coverage (**See Section 1.9 Below**)

1.9 WORKER'S COMPENSATION INSURANCE.

1.9.1 Definitions:

1.9.1.1 **Certificate of coverage ("Certificate")** – A copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a coverage agreement, DWC-81, DWC-82, DWC-83, or DWC-84 showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.

1.9.1.2 **Duration of the project** – Includes the time from the beginning of the work on the project until the contractor's/person's work on the project has been completed and accepted by the governmental entity.

1.9.1.3 **Persons providing services on the project ("subcontractor") in article 406.096** – Includes all persons or entities performing all or part of the services under the contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractor, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to

provide services on the project. "Services" includes, without limitation, providing, hauling or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

1.9.2 The Contractor shall provide coverage, based on proper reporting of classification code and payroll amounts and filing any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the contractor providing services on the project, for the duration of the project.

1.9.3 The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract – refer **to Section 1.8** above.

1.9.4 If the coverage period shown on the Contractor's current certificate of coverage ends during the duration of the project, the Contractor must, prior to the end of the coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been extended.

1.9.5 The Contractor shall obtain from each person providing services on a project, and provide to the governmental entity:

1.9.5.1 A certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project; and

1.9.5.2 No later than seven (7) days after receipt by the Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate ends during the duration of the project.

1.9.6 The Contractor shall retain all required certificates of coverage for the duration of the project and for one (1) year thereafter.

1.9.7 The Contractor shall notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.

1.9.8 The Contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Department of Workers' Compensation, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.

1.9.9 The Contractor shall contractually require each person with whom it contracts to provide services on a project to:

1.9.9.1 Provide coverage, based on reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all its employees providing services on the project, for the duration of the project.

1.9.9.2 Provide to the Contractor, prior to that person beginning work on the project a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project.

1.9.9.3 Provide the Contractor, prior to the end of coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.

1.9.9.4 Obtain from each person with whom it contracts, and provide to the Contractor:

1.9.9.4.1 A certificate of coverage, prior to the other person beginning work on the project; and

1.9.9.4.2 the coverage period, if the coverage period shown on the current certificate of a new certificate of coverage showing extension of

coverage, prior to the end of coverage ends during the duration of the project.

1.9.9.5 Retain all required certificates of coverage on file for the duration of the project and for one (1) year thereafter.

1.9.9.6 Notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and

1.9.9.7 Contractually require each person with whom it contracts to perform as required by paragraphs **1.9.1. – 1.9.7**., with the certificates of coverage to be provided to the person for whom they are providing services.

1.9.10 By signing this contract or providing or causing to be provided a certificate of coverage, the Contractor is representing to the governmental entity that all employees of the contractor who will provide services of the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

1.9.11 The Contractor's failure to comply with any of these provisions is a breach of contract by the Contractor which entitles the governmental entity to declare the contract void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the governmental entity.

1.10 TERMS AND CONDITIONS.

1. Jefferson County reserves the right to request clarification of information submitted and to request additional information of one or more respondents
2. Any agreement or contract resulting from this RFQ shall be on forms approved by Jefferson County and shall contain, at minimum, applicable provisions of this document. Jefferson County reserves the right to reject any agreement that does not conform to this document and any County requirements and contracts.
3. The residential home elevation contractor shall not assign any interest in the contract and shall not transfer any interest in the same without prior written consent of the County.
4. No reports, information, or data given to or prepared by the residential home elevation contractor under contract shall be made available to any individual or organization by the residential home elevation contractor without the prior written approval of the County.

RESPONDENT: INSERT COPY OF CERTIFICATE OF INSURANCE (COI) BEHIND THIS PAGE.

Note: For RFQ response submission purposes, a general COI will suffice. However, a COI that includes the notation that "Jefferson County as an additional insured" will be required from Awarded Respondent(s) prior to the issuance of a Purchase Order.

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 08/18/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Nichelle Alger	
Volmert & Associates	PHONE (A/C, No, Ext): (817) 756-6908	FAX (A/C, No): (866) 732-9327
11700 Preston Rd	E-MAIL ADDRESS: service@volmertins.com	
Ste 660-205		
Dallas TX 75230		

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
BRIZO CONSTRUCTION, LLC	INSURER A : Navigators Insurance Company	42307
9100 CANNIFF STREET	INSURER B : State Auto Manual	25135
SUITE 200	INSURER C : Colony Insurance Company	39993
HOUSTON TX 77017	INSURER D : American Interstate Insurance Company of Texas	12228
	INSURER E : Travelers Lloyds Insurance Co	41564
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** 2022 - 2023 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:			HO22CGLZ05A8MIC	05/18/2022	05/18/2023	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG [ ]	$ 1,000,000 $ 50,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
B	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY			10098982CA	10/16/2021	10/16/2022	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) FEEC	$ 1,000,000 $ $ $ $
C	[X] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $			AR6461270	05/18/2022	05/18/2023	EACH OCCURRENCE AGGREGATE [ ]	$ 2,000,000 $ 2,000,000 $
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		AVWCTX3091632022	07/10/2022	07/10/2023	[ ] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
E	CONTRACTORS EQUIPMENT			QT-660-6P972891-TLC-22	02/17/2022	02/17/2023	MAX VALUE LEASED/RENTED DEDUCTIBLE	699,458 200,000 1,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

JEFFERSON COUNTY
1149 PEARL STREET
1ST FLOOR
BEAUMONT TX 77701

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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SECTION 2: FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) MANDATED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY UNDER FEDERAL AWARDS REQUIRED BY 2 C.F.R. §200.326 APPENDIX II TO 2 CFR §200

(REVISED JUNE 2022)

REMEDIES

(For all awarded contracts with a value greater than $150,000.00)

Any violation or breach of terms of this contract on the part of the Contractor or the Contractor's subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this contract. The duties and obligations imposed by the contract documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. Any violation or breach of terms of this contract of the Contractor or the Contractor's sub-contractors will be subject to the remedies, including liquidated damages, described in the bid specifications or Request for Proposal and the Client rules and regulations and special conditions which are incorporated herein by reference in their entirety.

TERMINATION FOR CAUSE AND CONVENIENCE

(For all awarded contracts with a value greater than $10,000.00)

The Client reserves the right to terminate this contract for cause or convenience pursuant to the rules and regulations and special conditions which are incorporated herein by reference in their entirety.

EQUAL EMPLOYMENT OPPORTUNITY

(For all awarded contracts that meet the definition of "federally assisted construction contract" provided in 41 CFR Part 60-1.3) ***Contractor must complete enclosed certification***

During the performance of this contract, the contractor agrees as follows:

1. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:
Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this non-discrimination clause.

2. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

3. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

4. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

6. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965,

and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

7. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

8. The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

DAVIS-BACON ACT AND COPELAND "ANTI-KICKBACK" ACT

(The Davis-Bacon Act only applies to the Emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant Program. It DOES NOT apply to other FEMA grant and cooperative agreement programs, including the Public Assistance Program.

1. ***Minimum wages.***

   i. All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 193 7 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage dete1mination of the Secretary of

Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1 (b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(l)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in §5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided,* that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(l)(ii) of this section) and the Davis Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

ii. (A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination, and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

2) The classification is utilized in the area by the construction industry; and

3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions , including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D)The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(l)(ii) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

i. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

ii. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided,* That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account asset for the meeting of obligations under the plan or program.

2. ***Withholding.***

The Federal Agency and/or Client shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 193 7 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the (Agency) may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. ***Payrolls and basic records.***

i. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section l (b) (2) (B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(l)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section l(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

ii. (A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the federal agency if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to the federal agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee *(e.g.,* the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at *http://www.dol.gov/esa/whd(forms/wh347instr.htm* or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the federal agency if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit them to the applicant, sponsor, or owner, as the case may be, for transmission to the federal agency, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, sponsor, or owner). (B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

1) That the payroll for the payroll period contains the information required to be provided under §5.5 (a) (3) (ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a) (3) (i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

i. The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section section available for inspection, copying, or transcription by authorized representatives of the federal agency or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. ***Apprentices and trainees.***

i. ***Apprentices.*** Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractors registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

ii. ***Trainees.*** Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the

journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

iii. ***Equal employment opportunity.*** The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

5. ***Compliance with Copeland Act requirements.***

The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

6. ***Subcontracts.***

The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a) (l) through (10) and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

7. ***Contract termination: debarment.***

A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. ***Compliance with Davis-Bacon and Related Act requirements.***

All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. ***Breach.***

A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

10. ***Disputes concerning labor standards.***

Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

11. ***Certification of eligibility.***

1) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis Bacon Act or 29 CFR 5.12(a)(l).

2) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(l).

3) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

(For all awarded contracts related to "mechanics and laborers" with a value greater than $100,000.00)

1) **Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2) **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of $27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

3) **Withholding for unpaid wages and liquidated damages.** The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

4) **Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT

(This requirement **does not apply** to the Public Assistance, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households - Other Needs Assistance Grant Program, as FEMA awards under these programs do not meet the definition of "funding agreement." If FEMA federal award meets definition of "funding agreement" under 37 CFR §401.2(a), for all awarded contracts related to experimental, developmental, or research work type contracts)

(a) Definitions

(1) *Invention* means any invention or discovery which is or may be patentable or otherwise protectable under Title 35 of the United States Code, or any novel variety of *et seq.)*.

(2) *Subject invention* means any invention of the *contractor* conceived or first actually reduced to practice in the performance of work under this *contract,* provided that in the case of a variety of plant, the date of determination (as defined in section 41(d) of the Plant Variety Protection Act, 7 U.S.C. 240l (d)) must also occur during the period of *contract* performance.

(3) *Practical Application* means to manufacture in the case of a composition or product, to practice in the case of a process or method, or to operate in the case of a machine or system; and, in each case, under such conditions as to establish that the invention is being utilized and that its benefits are, to the extent permitted by law or government regulations, available to the public on reasonable terms.

(4) *Made* when used in relation to any invention means the conception or first actual reduction to practice of such invention.

(5) *Small Business Firm* means a small business concern as defined at section 2 of Pub. L. 85-536 (15 U.S.C. 632) and implementing regulations of the Administrator of the Small Business Administration. For the purpose of this clause, the size standards for small business concerns involved in government procurement and

subcontracting at 13 CFR 121.3-8 and 13 CFR 121.3- 12, respectively, will be used.

(6) *Nonprofit Organization* means a university or other institution of higher education or an organization of the type described in section 501 (c) {3) of the Internal Revenue Code of 1954 (26 U.S.C. 501(c) and exempt from taxation under section 501(a) of the Internal Revenue Code (25 U.S.C. 501(a)) or any nonprofit scientific or educational organization qualified under a state nonprofit organization statute.

(b) Allocation of Principal Rights

The *Contractor* may retain the entire right, title, and interest throughout the world to each subject invention subject to the provisions of this clause and 35 U.S.C. 203. With respect to any subject invention in which the *Contractor* retains title, the Federal government shall have a nonexclusive, non-transferable, irrevocable, paid-up license to practice or have practiced for or on behalf of the United States the subject invention throughout the world.

(c) Invention Disclosure, Election of Title and Filing of Patent Application by *Contractor*

(1) The *contractor* will disclose each subject invention to the *Federal Agency* within two months after the inventor discloses it in writing to *contractor* personnel responsible for patent matters. The disclosure to the agency shall be in the form of a written report and shall identify the *contract* under which the invention was made and the inventor(s). It shall be sufficiently complete in technical detail to convey a clear understanding to the extent known at the time of the disclosure, of the nature, purpose, operation, and the physical, chemical, biological or electrical characteristics of the invention. The disclosure shall also identify any publication, on sale or public use of the invention and whether a manuscript describing the invention has been submitted for publication and, if so, whether it has been accepted for publication at the time of disclosure. In addition, after disclosure to the *agency,* the *Contractor* will promptly notify the *agency* of the acceptance of any manuscript describing the invention for publication or of any on sale or public use planned by the *contractor.*

(2) The *Contractor* will elect in writing whether or not to retain title to any such invention by notifying the *Federal agency* within two years of disclosure to the *Federal agency.* However, in any case where publication, on sale or public use has initiated the one-year statutory period wherein valid patent protection can still be obtained in the United States, the period for election of title may be shortened by the *agency* to a date that is no more than 60 days prior to the end of the statutory period.

(3) The *contractor* will file its initial patent application on a subject invention to which it elects to retain title within one year after election of title or, if earlier, prior to the end of any statutory period wherein valid patent protection can be obtained in the United States after a publication, on sale, or public use. The *contractor* will file patent applications in additional countries or international patent offices within either ten months of the corresponding initial patent application or six months from the date permission is granted by the Commissioner of Patents and Trademarks to file foreign patent applications where such filing has been prohibited by a Secrecy Order.

(4) Requests for extension of the time for disclosure, election, and filing under subparagraphs (1), (2), and (3) may, at the discretion of the *agency,* be granted.

(d) Conditions When the Government May Obtain Title

The *contractor* will convey to the *Federal agency,* upon written request, title to any subject invention-

(1) If the *contractor* fails to disclose or elect title to the subject invention within the times specified in (c), above, or elects not to retain title; provided that the *agency* may only request title within 60 days after learning of the failure of the *contractor* to disclose or elect within the specified times.

(2) In those countries in which the *contractor* fails to file patent applications within the times specified in (c) above; provided, however, that if the *contractor* has filed a patent application in a country after the times specified in (c) above, but prior to its receipt of the written request of the *Federal agency,* the *contractor* shall continue to retain title in that country.

(3) In any country in which the *contractor* decides not to continue the prosecution of any application for, to pay the maintenance fees on, or defend in reexamination or opposition proceeding on, a patent on a subject invention.

(e) Minimum Rights to *Contractor* and Protection of the *Contractor* Right to File

(1) The *contractor* will retain a nonexclusive royalty-free license throughout the world in each subject invention to which the Government obtains title, except if the *contractor* fails to disclose the invention within the times

specified in (c), above. The *contractor's* license extends to its domestic subsidiary and affiliates, if any, within the corporate structure of which the *contractor* is a party and includes the right to grant sublicenses of the same scope to the extent the *contractor* was legally obligated to do so at the time the *contract* was awarded. The license is transferable only with the approval of the *Federal* to which the invention pertains.

(2) The *contractor's* domestic license may be revoked or modified by the *funding Federal agency* to the extent necessary to achieve expeditious practical application of the subject invention pursuant to an application for an exclusive license submitted in accordance with applicable provisions at 37 CFR part 404 and *agency* licensing regulations (if any). This license will not be revoked in that field of use or the geographical areas in which the *contractor* has achieved practical application and continues to make the benefits of the invention reasonably accessible to the public. The license in any foreign country may be revoked or modified at the discretion of the *funding Federal agency* to the extent the *contractor,* its licensees, or the domestic subsidiaries or affiliates have failed to achieve practical application in that foreign country.

(3) Before revocation or modification of the license, the *funding Federal agency* will furnish the *contractor* a written notice of its intention to revoke or modify the license, and the *contractor* will be allowed thirty days (or such other time as may be authorized by the *funding Federal agency* for good cause shown by the *contractor)* after the notice to show cause why the license should not be revoked or modified. The *contractor* has the right to appeal, in accordance with applicable regulations in 37 CFR part 404 and *agency* regulations (if any) concerning the licensing of Government-owned inventions, any decision concerning the revocation or modification of the license.

(f) *Contractor* Action to Protect the Government's Interest

(1) The *contractor* agrees to execute or to have executed and promptly deliver to the *Federal agency* all instruments necessary to

(i) establish or confirm the rights the Government has throughout the world in those subject inventions to which the *contractor* elects to retain title, and

(ii) convey title to the *Federal agency* when requested under paragraph (d) above and to enable the government to obtain patent protection throughout the world in that subject invention.

(2) The *contractor* agrees to require, by written agreement, its employees, other than clerical and nontechnical employees, to disclose promptly in writing to personnel identified as responsible for the administration of patent matters and in a format suggested by the *contractor* each subject invention made under *contract* in order that the *contractor* can comply with the disclosure provisions of paragraph (c), above, and to execute all papers necessary to file patent applications on subject inventions and to establish the government's rights in the subject inventions. This disclosure format should require, as a minimum, the information required by (c) (l), above. The *contractor* shall instruct such employees through employee agreements or other suitable educational programs on the importance of reporting inventions in sufficient time to permit the filing of patent applications prior to U.S. or foreign statutory bars.

(3) The *contractor* will notify the *Federal agency* of any decisions not to continue the prosecution of a patent application, pay maintenance fees, or defend in a reexamination or opposition proceeding on a patent, in any country, not less than thirty days before the expiration of the response period required by the relevant patent office.

(4) The *contractor* agrees to include, within the specification of any United States patent applications and any patent issuing thereon covering a subject invention, the following statement, "This invention was made with government support under (identify the *contract)* awarded by (identify the Federal agency). The government has certain rights in the invention."

(g) Subcontracts

(1) The *contractor* will include this clause, suitably modified to identify the parties, in all subcontracts, regardless of tier, for experimental, developmental or research work. The subcontractor will retain all rights provided for the *contractor* in this clause, and the *contractor* will not, as part of the consideration for awarding the subcontract, obtain rights in the subcontractor's subject inventions.

(2) In the case of subcontracts, at any tier, when the prime award with the Federal agency was a contract (but

not a grant or cooperative agreement), the *agency,* subcontractor, and the contractor agree that the mutual obligations of the parties created by this clause constitute a contract between the subcontractor and the Federal agency with respect to the matters covered by the clause; provided, however, that nothing in this paragraph is intended to confer any jurisdiction under the Contract Disputes Act in connection with proceedings under paragraph (i) of this clause.

(h) Reporting on Utilization of Subject Inventions

The *Contractor* agrees to submit on request periodic reports no more frequently than annually on the utilization of a subject invention or on efforts at obtaining such utilization that are being made by the *contractor* or its licensees or assignees. Such reports shall include information regarding the status of development, date of first commercial sale or use, gross royalties received by the contractor, and such other data and information as the *agency* may reasonably specify. The *contractor* also agrees to provide additional reports as may be requested by the *agency* in connection with any march-in proceeding undertaken by the *agency* in accordance with paragraph (i) of this clause. As required by 35 U.S.C. 202(c) (5), the *agency* agrees it will not disclose such information to persons outside the government without permission of the *contractor.*

(i) Preference for United States Industry

Notwithstanding any other provision of this clause, the *contractor* agrees that neither it nor any assignee will grant to any person the exclusive right to use or sell any subject inventions in the United States unless such person agrees that any products embodying the subject invention or produced through the use of the subject invention will be manufactured substantially in the United States. However, in individual cases, the requirement for such an agreement may be waived by the *Federal agency* upon a showing by the *contractor* or its assignee that reasonable but unsuccessful efforts have been made to grant licenses on similar terms to potential licensees that would be likely to manufacture substantially in the United States or that under the circumstances domestic manufacture is not commercially feasible.

(j) March-in Rights

The *contractor* agrees that with respect to any subject invention in which it has acquired title, the *Federal agency* has the right in accordance with the procedures in 37 CFR 401.6 and any supplemental regulations of the *agency* to require the *contractor,* an assignee or exclusive licensee of a subject invention to grant a nonexclusive, partially exclusive, or exclusive license in any field of use to a responsible applicant or applicants, upon terms that are reasonable under the circumstances, and if the *contractor,* assignee, or exclusive licensee refuses such a request the *Federal agency* has the right to grant such a license itself if the *Federal agency* determines that:

(1) Such action is necessary because the *contractor* or assignee has not taken or is not expected to take within a reasonable time, effective steps to achieve practical application of the subject invention in such field of use.

(2) Such action is necessary to alleviate health or safety needs which are not reasonably satisfied by the *contractor,* assignee or their licensees;

(3) Such action is necessary to meet requirements for public use specified by Federal regulations and such requirements are not reasonably satisfied by the *contractor,* assignee or licensees; or

(4) Such action is necessary because the agreement required by paragraph (i) of this clause has not been obtained or waived or because a licensee of the exclusive right to use or sell any subject invention in the United States is in breach of such agreement.

(k)Special Provisions for *Contracts* with Nonprofit Organizations If the *contractor* is a nonprofit organization, it agrees that:

(1) Rights to a subject invention in the United States may not be assigned without the approval of the *Federal agency,* except where such assignment is made to an organization which has as one of its primary functions the management of inventions, provided that such assignee will be subject to the same provisions as the *contractor;*

(2) The *contractor* will share royalties collected on a subject invention with the inventor, including Federal employee co-inventors (when the agency deems it appropriate) when the subject invention is assigned in accordance with 35 U.S.C. 202(e) and 37 CFR 401.10;

(3) The balance of any royalties or income earned by the *contractor* with respect to subject inventions, after payment of expenses (including payments to inventors) incidental to the administration of subject inventions, will be utilized for the support of scientific research or education; and

(4) It will make efforts that are reasonable under the circumstances to attract licensees of subject invention that are small business firms and that it will give a preference to a small business firm when licensing a subject invention if the *contractor* determines that the small business firm has a plan or proposal for marketing the

invention which, if executed, is equally as likely to bring the invention to practical application as any plans or proposals from applicants that are not small business firms; provided, that the *contractor* is also satisfied that the small business firm has the capability and resources to carry out its plan or proposal. The decision whether to give a preference in any specific case will be at the discretion of the *contractor*. However, the *contractor* agrees that the Secretary applicants, and the *contractor* will negotiate changes to its licensing policies, procedures, or practices with the Secretary when the Secretary's review discloses that the *contractor* could take reasonable steps to implement more effectively the requirements of this paragraph (k)(4).

(l) Communication

Any communications to be given hereunder by either party to the other shall be deemed to be duly given if set forth in writing and personally delivered or sent by mail, registered or certified, postage prepaid with return receipt requested, **as follows:**

Brizo Construction LLC
Ronnie Vaughan
9100 Canniff St., Houston, TX 77017

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 Brizo Construction LLC certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Ronnie Vaughan, Chief Operating Officer

Name and Title of Contractor's Authorized Official

08/29/2022

Date

REQUIRED FORM
Bidder: Please complete this form and include with bid submission.

DEBARMENT/SUSPENSION CERTIFICATION

Non-Federal entities and contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, Debarment and Suspension (1986) and Executive Order 12689, Debarment and Suspension (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (No procurement Debarment and Suspension).

This requirement applies to all FEMA grant and cooperative agreement programs.

Federal Executive Order (E .O.) 12549 "Debarment" requires that all contractors receiving individual awards, using federal funds, and all sub recipients certify that the organization and its principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from doing business with the Federal Government. By signing this document, you certify that your organization and its principals are not debarred. Failure to comply or attempts to edit this language may disqualify your bid. Information on debarment is available at the following websites: www.sam.gov and https://acguisition.gov/far/index.html see section 52.209-6.

The Contractor Brizo Construction LLC certifies or affirms by your signature that neither you nor your principal is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

Signature of Contractor's Authorized Official

Ronnie Vaughan, Chief Operating Officer

Name and Title of Contractor's Authorized Official

08/29/2022

Date

REQUIRED FORM
Bidder: Please complete this form and include with bid submission.

CIVIL RIGHTS COMPLIANCE PROVISIONS

1. EQUAL EMPLOYMENT OPPORTUNITY (Equal Opportunity Clause)

(For all awarded contracts that meet the definition of "federally assisted construction contract" provided in 41 CFR Part 60-1.3)

During the performance of this contract, the contractor agrees as follows:

1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

   Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or order this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

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

Ronnie Vaughan, Chief Operating Officer

Name and Title of Contractor's Authorized Official

08/29/2022

Date

REQUIRED FORM
Bidder: Please complete this form and include with bid submission.

SECTION 3: RFQ SUBMISSION INSTRUCTIONS AND SPECIAL REQUIREMENTS

The following requirements and instructions **supersede** General Requirements where applicable.

3.1 SUBMISSION OF QUALIFICATIONS.

Each Respondent shall ensure that required parts of the RFQ response are completed with accuracy and submitted as per the requirements within this specifications packet, including any addenda.

Responses must be submitted in complete original form by mail or messenger to the following address:

Jefferson County Purchasing Department
1149 Pearl Street, 1st Floor
Beaumont, TX 77701

Respondent shall submit response in a tightly sealed opaque envelope or box, plainly marked "SEALED RFQ RESPONSE." The outside of the envelope of box shall also include the RFQ Number, RFQ Name, RFQ Due Date, and the Respondent's Name and Address; and shall be addressed to the Purchasing Agent.

The County requests that response submissions NOT be bound by staples or glued spines.

Respondent is responsible for submitting: One (1) original and five (5) response copies; with all copies to include a completed copy of this specifications packet, in its entirety.

Respondent shall monitor the Jefferson County Purchasing Department Website for any addenda, additional instructions, or RFQ updates. https://www.co.jefferson.tx.us/Purchasing/

Failure to return and/or complete all required documentation will result in a response being declared as non-responsive.

3.2 DEADLINE FOR RESPONSE SUBMISSIONS/DELIVERY.

All submissions must be received by 11:00 am CT, Wednesday, August 31, 2022

RFQ responses will be accepted at the above address until the time and date specified herein, and immediately after will be publicly opened and read aloud.

Late responses will not be accepted and will be returned unopened to the Respondent.

Jefferson County will not accept any responsibility for responses being delivered by third party carriers.

Jefferson County shall not be responsible for any effort or cost expended in the preparation of a response to this RFQ.

All responses submitted in response to this invitation shall become the property of Jefferson County and will be a matter of public record available for review.

All protests should be coordinated through the Purchasing Office prior to award recommendation to Commissioners' Court.

Please direct questions to **Mistey Reeves, Assistant Purchasing Agent** at 409-835-8593 or e-mail at mreeves@co.jefferson.tx.us. If no response in 72 hours, contact **Deborah Clark, Purchasing Agent** at 409-835-8593 or e-mail at dclark@co.jefferson.tx.us

3.3 COURTHOUSE SECURITY.

All visitors to the Courthouse must pass through Security. Respondents planning to hand deliver their RFQ response must allow time to get through Security, as a delay in entering the Courthouse will not be accepted as an excuse for late submittal. Mondays and Tuesdays are particularly heavy days.

In response to the Covid-19 pandemic, Jefferson County has implemented precautionary measures recommended by the CDC within its facilities. Respondents are strongly urged to plan accordingly.

3.4 COUNTY HOLIDAYS (2022).

January 17, 2022	Martin Luther King, Jr. Day	Monday
February 21, 2022	President's Day	Monday
April 15, 2022	Good Friday	Friday
May 30, 2022	Memorial Day	Monday
July 4, 2022	Independence Day	Monday
September 5, 2022	Labor Day	Monday
November 11, 2022	Veteran's Day	Friday
November 24 & 25, 2022	Thanksgiving	Thursday & Friday
December 23 & 26, 2022	Christmas	Friday & Monday
January 2, 2023	New Year's	Monday

3.5 SUBMISSIONS DURING TIME OF INCLEMENT WEATHER, DISASTER, OR EMERGENCY.

In case of inclement weather or any other unforeseen event causing the County to close for business on the date of a bid/proposal/statement of qualifications submission deadline, the RFQ closing will automatically be postponed until the next business day that County offices are open to the public. Should inclement weather conditions or any other unforeseen event cause delays in courier service operations, the County may issue an addendum to all known vendors interested in the project to extend the deadline. It will be the responsibility of the vendor to notify the county of their interest in the project should these conditions impact their ability to submit a bid/proposal/statement of qualifications submission before the stated deadline. The County reserves the right to make the final judgement call to extend any deadline.

Should an emergency or unanticipated event interrupt normal County processes, and bid/proposal/statement of qualifications submissions cannot be received by the Jefferson County Purchasing Department's office by the exact time specified in the RFQ and urgent County requirements preclude amendment to the RFQ, the time specified for receipt of Statements of Qualifications will be deemed to be extended to the same time of day specified in the solicitation on the first business day on which normal County processes resume.

Proposals will be opened publicly in a manner to avoid public disclosure of contents; however, only names of Proposers will be read aloud.

3.6 PRE-PROPOSAL CONFERENCE.

Due to the nature of this Request for Proposals, a Pre-Proposal Conference will not be held for this project.

3.7 QUESTIONS/DEADLINE FOR QUESTIONS.

Questions may be emailed to **Mistey Reeves, Assistant Purchasing Agent** at mreeves@co.jefferson.tx.us or faxed at 409-835-8456. If no response in 72 hours, contact **Deborah Clark, Purchasing Agent** at dclark@co.jefferson.tx.us or faxed at 409-835-8456.

The Deadline for asking questions or requesting additional information (in writing) is 5:00 pm, CT, August 24, 2022.

3.8 VENDOR REGISTRATION: SAM (SYSTEM FOR AWARD MANAGEMENT).

Vendors doing business with Jefferson County are **required** to be registered with The System for Award Management (SAM), with an "active" status. The System for Award Management (SAM) is the Official U.S. Government system that consolidated the capabilities of CCR/FedReg, ORCA, and EPLS. There is NO fee to register for this site. Entities may register at no cost directly from the SAM website at: https://www.sam.gov

In instances where a vendor has either an "Inactive" SAM Registration or is not currently registered with the System for Award Management, the Purchasing Department may *initially* accept proof (printout from the SAM website) that the vendor has begun the registration process in order for the IFB/RFQ/RFQ submission to be considered as "responsive" to the specifications for the project.

However, the SAM Registration must be completed (showing "active" status, with no exclusions) prior to the award and/or execution of an agreement or contract for the project.

3.9 FORM 1295 SUBMISSION REQUIREMENT (TEXAS ETHICS COMMISSION).
ALL NON-EXEMPT RESPONDENTS ARE REQUIRED TO SUBMIT COMPLETED FORM 1295 WITH RFQ RESPONSE SUBMISSION.

INSTRUCTIONS:

(1) Submit a FORM 1295 online via the Texas Ethics Commission website link below.
Vendors must enter the required information on Form 1295, and print a copy of the completed form.
The form will include a certification of filing that will contain a unique certification number.

2. Submit a FORM 1295 hard copy (completed & signed by an Authorized Agent of the Awarded Vendor), to the Jefferson County Purchasing Department WITH RFQ SUBMISSION.

FORM 1295, Completion Instructions, and Login Instructions are available via the Texas Ethics Commission Website at: https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

SAMPLE: A sample of a completed FORM 1295 is included on PAGE 28.

FORM 1295 Implementation Background:

In accordance with House Bill 1295 (passed January 1, 2016), Vendors entering into contracts and professional agreements with Jefferson County will be required to complete a Certificate of Interested Parties (FORM 1295), **unless contract is considered exempt as described below.**

In 2017, the Texas legislature amended the law to require Form 1295 to include an "unsworn declaration" which includes, among other things, the date of birth and address of the authorized representative signing the form. The unsworn declaration, including the date of birth and address of the signatory, replaces the notary requirement that applied to contracts entered into before January 1, 2018. The TEC filing application does not capture the date of birth or street address of the signatory and it will not appear on forms that are filed using the TEC filing application.

Changes to the law requiring certain businesses to file a Form 1295 are in effect for contracts entered into or amended on or after January 1, 2018. The changes exempt businesses from filing a Form 1295 for certain types of contracts and replace the need for a completed Form 1295 to be notarized. Instead, the person filing a 1295 needs to complete an "unsworn declaration."

FORM 1295 EXEMPTIONS:

What type of contracts are exempt from the Form 1295 filing requirement under the amended law?

The amended law adds to the list of types of contract exempt from the Form 1295 filing requirement.

A completed Form 1295 is not required for:

- a sponsored research contract of an institution of higher education
- an interagency contract of a state agency or an institution of higher education
- a contract related to health and human services if: the value of the contract cannot be determined at the time the contract is executed; and o any qualified vendor is eligible for the contract
- a contract with a publicly traded business entity, including a wholly owned subsidiary of the business entity
- a contract with an electric utility, as that term is defined by Section 31.002, Utilities Code
- a contract with a gas utility, as that term is defined by Section 121.001, Utilities Code

SAMPLE: FORM 1295

CERTIFICATE OF INTERESTED PARTIES — FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

YOUR FIRM NAME HERE

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

**JEFFERSON COUNTY, TEXAS*

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

BID/CONTRACT/PO NUMBER GOES HERE

4 Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
		Controlling	Intermediary
NAME OF PERSON/PERSONS THAT OWN BUSINESS GOES HERE. MUST LIST ANY PERSON THAT DOES NOT WORK FOR THE COMPANY LISTED IN #1 THAT WILL PROFIT FROM THE BID/CONTRACT/PO			

5 Check only if there is NO Interested Party. ☐ **ONLY CHECK IF NO CONTROLLING OR INTERMEDIARY PARTY**

6 UNSWORN DECLARATION — Vendor is to complete #6 - Unsworn Declaration

My name is _____ and my date of birth is _____

My address is _____ _____ _____ _____ _____
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____ County, State of _____, on the _____ day of _____, 20_____
(month) (year)

_____
Signature of authorized agent of contracting business entity
(Declarant)

ADD ADDITIONAL PAGES AS NECESSARY

Form provided by Texas Ethics Commission www.ethics.state.tx.us Revised 12/22/2017

Must file online at www.ethics.state.tx.us/File

RESPONDENT: INSERT COMPLETED FORM 1295 BEHIND THIS PAGE.

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2022-924995

Date Filed:
08/22/2022

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Brizo Construction, LLC
Houston, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
Jefferson County

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.
RFQ 22-047/MR
Residential Home Elevations for HMA, TWDB and BRIC Disaster Funding Recipients

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party. [X]

6 UNSWORN DECLARATION

My name is Ronnie Vaughan, and my date of birth is 12/20/1974.

My address is 9100 Canniff St. (street), Houston (city), TX (state), 77017 (zip code), USA (country).

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Harris County, State of Texas, on the 29th day of August (month), 2022 (year).

Signature of authorized agent of contracting business entity
(Declarant)

BIDDER: INSERT PROOF OF SYSTEM FOR AWARD MANAGEMENT (SAM) REGISTRATION PROOF HERE. THE WEBSITE FOR REGISTRATION IS SAM.GOV.

SAM.GOV®

BRIZO CONSTRUCTION, LLC

Unique Entity ID	CAGE / NCAGE	Purpose of Registration
T9FDJHHPJKV8	**80BN5**	**All Awards**
Registration Status	Expiration Date	
Active Registration	**Oct 13, 2022**	
Physical Address	Mailing Address	
9100 Canniff ST STE 100 **Houston, Texas 77017-6522** **United States**	**9100 Canniff ST STE 100** **Houston, Texas 77017-6522** **United States**	

Business Information

Doing Business as	Division Name	Division Number
(blank)	**(blank)**	**(blank)**
Congressional District	State / Country of Incorporation	URL
Texas 29	**Texas / United States**	**(blank)**
MPIN		
*****Con2**		

Registration Dates

Activation Date	Submission Date	Initial Registration Date
Jul 19, 2021	**Jul 15, 2021**	**Dec 1, 2017**

Entity Dates

Entity Start Date	Fiscal Year End Close Date
Aug 7, 2017	**Dec 31**

Immediate Owner

CAGE	Legal Business Name
(blank)	**(blank)**

Highest Level Owner

CAGE	Legal Business Name
(blank)	**(blank)**

Executive Compensation

In your business or organization's preceding completed fiscal year, did your business or organization (the legal entity to which this specific SAM record, represented by a Unique Entity ID, belongs) receive both of the following: 1. 80 percent or more of your annual gross revenues in U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements and 2. $25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

No

Does the public have access to information about the compensation of the senior executives in your business or organization (the legal entity to which this specific SAM record, represented by a Unique Entity ID, belongs) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

Not Selected

Proceedings Questions

Is your business or organization, as represented by the Unique Entity ID on this entity registration, responding to a Federal procurement opportunity that contains the provision at FAR 52.209-7, subject to the clause in FAR 52.209-9 in a current Federal contract, or applying for a Federal grant opportunity which contains the award term and condition described in 2 C.F.R. 200 Appendix XII?

No

Does your business or organization, as represented by the Unique Entity ID on this specific SAM record, have current active Federal contracts and/or grants with total value (including any exercised/unexercised options) greater than $10,000,000?

Not Selected

Within the last five years, had the business or organization (represented by the Unique Entity ID on this specific SAM record) and/or any of its principals, in connection with the award to or performance by the business or organization of a Federal contract or grant, been the subject of a Federal or State (1) criminal proceeding resulting in a conviction or other acknowledgment of fault; (2) civil proceeding resulting in a finding of fault with a monetary fine, penalty,

Not Selected

Exclusion Summary

Active Exclusions Records?

No

SAM Search Authorization

I authorize my entity's non-sensitive information to be displayed in SAM public search results:

Yes

Entity Types

Business Types

Entity Structure
Other

Entity Type
Business or Organization

Organization Factors
Limited Liability Company

Profit Structure
For Profit Organization

Socio-Economic Types

Woman Owned Business

Check the registrant's Reps & Certs, if present, under FAR 52.212-3 or FAR 52.219-1 to determine if the entity is an SBA-certified HUBZone small business concern. Additional small business information may be found in the SBA's Dynamic Small Business Search if the entity completed the SBA supplemental pages during registration.

Financial Information

Accepts Credit Card Payments
No

Debt Subject To Offset
No

EFT Indicator
0000

CAGE Code
80BN5

Electronic Funds Transfer

Account Type
Checking

Routing Number
*******0256**

Lock Box Number
(blank)

Financial Institution
TEXAS FIRST BANK TEXAS CITY

Account Number
*******897**

Automated Clearing House

Phone (U.S.)
4696677430

Email
jose.lopez@brizoconstruction.com

Phone (non-U.S.)
(blank)

Fax
(blank)

Remittance Address

9100 Canniff Street
Suite 100
Houston, Texas 77017
United States

Taxpayer Information

EIN
*******8708**

Type of Tax
Applicable Federal Tax

Taxpayer Name
Brizo Construction LLC

Tax Year (Most Recent Tax Year)
2020

Name/Title of Individual Executing Consent
Corporate Controls Manager

TIN Consent Date
Jul 15, 2021

Address
9100 Canniff ST STE 100
Houston, Texas 77017

Signature
Jose Oliverio Lopez Jr

Points of Contact

Jose Lopez, Corporate Controls Manager
jose.lopez@brizoconstruction.com
4093164764

Electronic Business

Thomas Sheppard, Vice President
tom.sheppard@brizoconstruction.com
4093164762

9100 Canniff Street
Houston, Texas 77017
United States

Government Business

Jose Lopez, Corporate Controls Manager
jose.lopez@brizoconstruction.com
4093164762

9100 Canniff Street
Houston, Texas 77017
United States

Sole Proprietorship POC

Jose Lopez, Accounting Manager
jose.lopez@brizoconstruction.com
4093164762

Security Information

Company Security Level
(blank)

Highest Level Employee Security Level
(blank)

Service Classifications

NAICS Codes

Primary	NAICS Codes	NAICS Title
Yes	236115	New Single-Family Housing Construction (Except For-Sale Builders)
	236116	New Multifamily Housing Construction (Except For-Sale Builders)
	236117	New Housing For-Sale Builders
	236118	Residential Remodelers
	238110	Poured Concrete Foundation And Structure Contractors
	238130	Framing Contractors
	238140	Masonry Contractors
	238150	Glass And Glazing Contractors
	238160	Roofing Contractors
	238170	Siding Contractors
	238310	Drywall And Insulation Contractors
	238910	Site Preparation Contractors

Size Metrics

IGT Size Metrics

Annual Revenue (from all IGTs)
(blank)

Worldwide

Annual Receipts (in accordance with 13 CFR 121)
$90,000,000.00

Number of Employees (in accordance with 13 CFR 121)
69

Location

Industry-Specific

Barrels Capacity	Megawatt Hours	Total Assets
(blank)	**(blank)**	**(blank)**

Electronic Data Interchange (EDI) Information

This entity did not enter the EDI information

Disaster Response

Yes, this entity appears in the disaster response registry.

Yes, this entity require bonding to bid on contracts.

Bonding Levels	Dollars
Construction Aggregate	**$30,000,000.00**
Construction Per Contract	**$5,000,000.00**

States	Counties	Metropolitan Statistical Areas
Any	**(blank)**	**(blank)**

3.10 CONFIDENTIAL/PROPRIETARY INFORMATION.

If any material in the Statement of Qualifications is considered by Respondent to be confidential or proprietary information (including manufacturing and/or design processes exclusive to the Respondent), Respondent **must** clearly mark the applicable pages of Respondent's Statement of Qualifications to indicate each claim of confidentiality. Additionally, Respondent must include a statement on company letterhead identifying all Statement of Qualifications section(s) and page(s) that have been marked as confidential. Jefferson County will protect from public disclosure such portions of a Statement of Qualifications, unless directed otherwise by legal authority, including existing open records acts. Merely making a blanket claim that the entire Statement of Qualifications submission is protected from disclosure because it contains some proprietary information is not acceptable, and will make the entire Statement of Qualifications subject to release under the Texas Public Information Act.

By submitting a Statement of Qualifications, Respondent agrees to reproduction by Jefferson County, without cost or liability, of any copyrighted portions of Respondent's Statement of Qualifications submission or other information submitted by Respondent.

3.11 EVALUATION SCORING CRITERIA FOR RFQ RESPONSES

The appointed Evaluation Committee will consider the following criteria in evaluating responses:

Narrative of Proposed Services/Approach.....25 points

Technical, Administrative, and Fiscal Capacity to Provide Services.....25 points

Past Project Performance and References.....20 points

Past Experience on Similar Projects.....20 points

Firm's Staff Qualifications.....10 points

RESPONDENT INFORMATION FORM

Instructions: Complete the form below. Please provide legible, accurate, and complete contact information. PLEASE PRINT.

RFQ Number & Name: (RFQ 22-047) Contractor Qualifications for Residential Home Elevation for HMA, TWDB and BRIC Disaster Funding Recipients

Respondent's Company/Business Name: Brizo Construction LLC

Respondent's TAX ID Number: 82-2408708

***If Applicable*:** **HUB Vendor No.** 1822408708200 **DBE Vendor No.** NA

Contact Person: Ronnie Vaughan **Title:** Chief Operating Officer

Phone Number (with area code): 409-316-4764

Alternate Phone Number if available (with area code): 713-325-2283

Fax Number (with area code): NA

Email Address: ronnie@brizoconstruction.com

Mailing Address (Please provide a physical address for bid bond return, if applicable):

9100 Canniff St.
Address
Houston, TX 77017
City, State, Zip Code

REQUIRED FORM
Respondent: Please complete this form and include with RFQ submission.

VENDOR REFERENCES FORM

Respondent: Please list at least three (3) companies or governmental agencies (preferably a municipality) where the same or similar products and/or services as contained in this specification package were recently provided.

REQUIRED FORM
Respondent: Please complete this form and include with RFQ submission.

REFERENCE ONE

Government/Company Name: H2Bravo/Texas General Land Office

Address: 1509 Highland Rd. Baton Rouge, LA 70802

Contact Person and Title: Heather Brothers, Program Manager

Phone: 225-907-8856 Fax: NA

Email Address: heather@h2bravo.com Contract Period: 2019 - Current

Scope of Work: FEMA home repair program from Hurricane Harvey disaster recovery

REFERENCE TWO

Government/Company Name: Ardurra

Address: 3115 Allen Parkway, Suite 300, Houston, TX 77019

Contact Person and Title: Keith Ortale, Program Manager

Phone: 832-562-9269 Fax: NA

Email Address: kortale@ardurra.com Contract Period: 2018- Current

Scope of Work: Recon and rehab of homes from Hurricane Harvey disaster recovery program

REFERENCE THREE

Government/Company Name: AECOM

Address: 8555 United Plaza Blvd., Ste. 300, Baton Rouge, LA 70809

Contact Person and Title: Sydney Brown MPA, Project Manager - Disaster Recovery

Phone: 225-326-9869 Fax: NA

Email Address: sydney.brown@aecom.com Contract Period: 2019 - Current

Scope of Work: Recon and rehab of homes from Hurricane Harvey disaster recovery program

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** [X] **No** [ ]

This Statement of Qualifications/RFQ Response shall remain in effect for ninety (90) days from RFQ opening and shall be exclusive of federal excise and state and local sales tax (exempt).

The undersigned agrees, if this RFQ response is accepted, to furnish any and all items upon which prices are offered, at the price and upon the terms and conditions contained in the Request for Statements of Qualification, Conditions of RFQ Response, Terms of Contract, and Specifications and all other items made a part of the accepted contract.

The undersigned affirms that they are duly authorized to execute the contract, that this company, corporation, firm, partnership or individual has not prepared this RFQ response in collusion with any other Respondent, and that the contents of this RFQ response as to prices, terms or conditions of said response have not been communicated by the undersigned nor by any employee or agent to any other RFQ Respondent or to any other person(s) engaged in this type of business prior to the official opening of this RFQ. And further, that neither the Respondent nor their employees nor agents have been for the past six (6) months directly nor indirectly concerned in any pool or agreement or combination to control the price of goods or services on, nor to influence any person to respond or not to respond thereon.

Brizo Construction LLC	
RFQ Respondent (Entity Name)	Signature
9100 Canniff St.	Ronnie Vaughan
Street & Mailing Address	Print Name
Houston, TX 77017	08/29/2022
City, State & Zip	Date Signed
409-316-4764	NA
Telephone Number	Fax Number
ronnie@brizoconstruction.com	
E-mail Address	

REQUIRED FORM
Respondent: Please complete this form and include with RFQ submission.

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The Contractor, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Ronnie Vaughan, Chief Operating Officer

Name and Title of Contractor's Authorized Official *(Please Print)*

08/29/2022

Date

REQUIRED FORM
Respondent: Please complete this form and include with RFQ submission.

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether sub-awardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.

2. Identify the status of the covered Federal action.

3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.

4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the sub-awardee, e.g., the first sub-awardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.

5. If the organization filing the report in item 4 checks "Sub-awardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.

6. Enter the name of the federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.

7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.

8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFQ) number; Invitations for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Included prefixes, e.g., "RFQ-DE-90-001."

9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.

10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).

11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503

Approved by OMB
0348-0046

Disclosure of Lobbying Activities

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure)

Type of Federal Action:	**Status of Federal Action:**	**Report Type:**
a. contract a b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	a. bid/offer/application a b. initial award c. post-award	a. initial filing a b. material change

Name and Address of Reporting Entity: _x_ Prime _____ Sub-awardee Tier_____, if Known: **Congressional District, if known:**	**If Reporting Entity in No. 4 is Sub-awardee,** Enter Name and Address of Prime: **Congressional District, if known:**
Federal Department/Agency:	**7. Federal Program Name/Description:** CFDA Number, *if applicable*: _____
Federal Action Number, *if known:*	**9. Award Amount,** *if known:* $
10. a. Name and Address of Lobbying Registrant *(if individual, last name, first name, MI):*	**b. Individuals Performing Services** *(including address if different from No. 10a) (last name, first name, MI):*
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.	**Signature:** _____ **Print Name:** Ronnie Vaughan **Title:** Chief Operating Officer **Telephone No.:** 409-316-4764 **Date:** 08/29/2022
Federal Use Only	**Authorized for Local Reproduction** **Standard Form - LLL (Rev. 7-97)**

REQUIRED FORM
Respondent: Please complete this form and include with RFQ submission.

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

(A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;

(B) a transaction conducted at a price and subject to terms available to the public; or

(C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

***

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds $2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than $100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

Form provided by Texas Ethics Commission www.ethics.state.tx.us Revised 11/30/2015

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. *See* Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 **Name of vendor who has a business relationship with local governmental entity.**

Brizo Construction LLC

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information in this section is being disclosed.**

NA

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

08/29/2022

Date

Adopted 8/7/2015

REQUIRED FORM
Respondent: Please complete this form and include with RFQ submission.

LOCAL GOVERNMENT OFFICER
CONFLICTS DISCLOSURE STATEMENT – OFFICE USE ONLY

LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT

FORM CIS

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**

NA

2 **Office Held**

NA

3 **Name of vendor described by Sections 176.001(7) and 176.003(a), Local Government Code**

Brizo Construction LLC

4 **Description of the nature and extent of employment or other business relationship with vendor named in item 3**

NA

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 NA Description of Gift NA

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

RESIDENCE CERTIFICATION/TAX FORM

Pursuant to Texas Government Code §2252.001 *et seq.*, as amended, Jefferson County requests Resident Certification. §2252.001 *et seq.* of the Government Code provides some restrictions on the awarding of governmental contracts; pertinent provisions of §2252.001 are stated below:

(3) "Non-resident RFQ Respondent" refers to a person who is not a resident.

(4) "Resident RFQ Respondent" refers to a person whose principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

☒ I certify that Brizo Construction LLC [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.):	82-2408708
Company Name submitting bid/proposal/response:	Brizo Construction LLC
Mailing address:	9100 Canniff St., Houston, TX 77017
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**
70000000008837500000	10925 Eastex Fwy, Beaumont, TX 77708

* This is the property amount identification number assigned by the Jefferson County Appraisal District.

** For real property, specify the property address or legal description. For business property, specify the address where the property is located. For example, office equipment will normally be at your office, but inventory may be stored as a warehouse or other location.

REQUIRED FORM
Respondent: Please complete this form and include with RFQ submission.

HOUSE BILL 89 VERIFICATION

I, Ronnie Vaughan, the undersigned representative of (company or business name) Brizo Construction LLC (heretofore referred to as company) being an adult over the age of eighteen (18) years of age, after being duly sworn by the undersigned notary, do hereby depose and verify under oath that the company named above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270:

1. Does not boycott Israel currently; and
2. Will not boycott Israel during the term of the contract.

Pursuant to Section 2270.002, Texas Government Code:

1. "**Boycott Israel**" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made ordinary business purposes; and

2. "**Company**" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or an limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business association that exist to make a profit.

Signature of Company Representative

08/29/2022
Date

On this 29th day of August, 2022, personally appeared

Ronnie Vaughan, the above-named person, who after by me being duly sworn, did swear and confirm that the above is true and correct.

Notary Seal

HOLLY L. FRANK
Notary Public, State of Texas
Comm. Expires 06-19-2026
Notary ID 126798651

Notary Signature

08/29/2022
Date

REQUIRED FORM
Respondent: Please complete this form and include with RFQ submission.

SENATE BILL 252 CERTIFICATION

On this day, I, Deborah L. Clark, Purchasing Agent for Jefferson County, Texas, pursuant to Texas Government Code, Chapter 2252, Section 2252.152 and Section 2252.153, certify that I did review the website of the Comptroller of the State of Texas concerning the listing of companies that is identified under Section 806.051, Section 807.051, or Section 2253.253 and I have ascertained that the below named company is not contained on said listing of companies which do business with Iran, Sudan, or any Foreign Terrorist Organization.

Brizo Construction LLC
Company Name

RFQ 22-047/MR
IFB/RFP/RFQ number

Certification check performed by:

Purchasing Representative

Date

REQUIRED FORM
Respondent: Please complete this form and include with RFQ submission.

RESPONDENT'S CERTIFICATION

I have carefully examined the Request for Proposal Specifications, and any other documents accompanying or made a part of this Request for Proposals.

I hereby propose to furnish the goods or services specified in the Request for Proposal. I agree that my proposal will remain firm for a period of up to **90 days** in order to allow Jefferson County adequate time to evaluate the qualifications submitted.

I verify that all information contained in this proposal is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this proposal on behalf of the firm as its act and deed and that the firm is ready, willing and able to perform if awarded the contract.

I further certify, under oath, that this proposal is made without prior understanding, agreement, connection, discussion, or collusion with any other person, firm or corporation submitting a proposal for the same product or service: no officer, employee or agent of Jefferson County or any other Respondent is interested in said proposal: and that the undersigned executed this Respondent's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

Brizo Construction LLC
NAME OF BUSINESS

BY: _____
SIGNATURE

Ronnie Vaughan, Chief Operating Officer
NAME & TITLE, TYPED OR PRINTED

9100 Canniff St.
MAILING ADDRESS

Houston, TX 77017
CITY, STATE, ZIP CODE

(409) 316-4764
TELEPHONE NUMBER

Sworn to and subscribed before me
this 29th day of
August, 2022

_____
Notary Public

State of Texas

My Commission Expires: 06/19/26

HOLLY L. FRANK
Notary Public, State of Texas
Comm. Expires 06-19-2026
Notary ID 126798651

REQUIRED FORM
Respondent: Please complete this form and include with RFQ submission.

JEFFERSON COUNTY PURCHASING DEPARTMENT

Deborah L. Clark, Purchasing Agent

1149 Pearl Street
1st Floor, Beaumont, TX 77701

OFFICE MAIN: (409) 835-8593
FAX: (409) 835-8456

August 9, 2022

Request for Statements of Qualifications
(RFQ 22-047/MR) Contractor Qualifications for Residential Home Elevations for HMA, TWDB and BRIC Disaster Funding Recipients, Pursuant to Chapter 262, Texas Local Government Code, the County Purchasing Act and 2 CFR Section 200.318-326

Jefferson County is seeking submittals from qualified firms to provide professional residential home elevation contractor services in accordance with Request for Statements of Qualifications (RFQ 22-047/MR) Contractor Qualifications for Residential Home Elevations for HMA, TWDB and BRIC Disaster Funding Recipients, Pursuant to Chapter 262, Texas Local Government Code, the County Purchasing Act and 2 CFR Section 200.318-326.

All interested firms should obtain a "Request for Qualifications" specifications packet from the Jefferson County Purchasing webpage at: https://www.co.jefferson.tx.us/Purchasing/

All submittals shall be evaluated by an Evaluation Committee. This committee will evaluate submissions to this request and select the firm that is most qualified, responsive, and experienced.

Responses are to be sealed and addressed to the Purchasing Agent with the request for qualifications number and name marked on the outside of the envelope or box. All responses shall be submitted with an original and (5) five copies, to the Jefferson County Purchasing Department, 1149 Pearl Street, 1st Floor, Beaumont, Texas 77701, no later than 11:00 am CT, Wednesday, August 31, 2022. Jefferson County does not accept responses submitted electronically. Responses will be publicly opened and the names of responding firms will be read aloud in the Jefferson County Engineering Department Conference Room (5th Floor, Historic Courthouse) 1149 Pearl Street, Beaumont, Texas 77701 at the time and date below. Statements of Qualifications received after that time will be considered late and will be returned unopened. Inquiries shall be directed to Mistey Reeves, Assistant Purchasing Agent at 409-835-8593 or mreeves@co.jefferson.tx.us. If no response in 72 hours, contact Deborah Clark, Purchasing Agent at 409-835-8593 or dclark@co.jefferson.tx.us.

REQUEST NAME:	**Contractor Qualifications for Residential Home Elevations for HMA, TWDB and BRIC Disaster Funding Recipients, Pursuant to Chapter 262, Texas Local Government Code, the County Purchasing Act and 2 CFR Section 200.318-326**
REQUEST NUMBER:	**RFQ 22-047/MR**
DUE DATE/TIME:	**11:00 am CT, Wednesday, August 31, 2022**
MAIL OR DELIVER TO:	**Jefferson County Purchasing Department** **1149 Pearl Street, 1st Floor** **Beaumont, TX 77701**

The County shall require the bidder to furnish a bid security in the amount of five percent (5%) of the total contract cost. The bid bond must be executed with a surety company authorized to do business in the State of Texas. Within ten (10) days after the date of the signing of a contract, the bidder shall furnish a performance bond to the County for the full amount of the contract, if the contract exceeds one hundred thousand dollars ($100,000). If the contract is for one hundred thousand dollars ($100,000) or less, the County may provide that no money be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County.

Jefferson County encourages Disadvantaged Business Enterprises (DBEs), Minority/Women Business Enterprises (M/WBEs), and Historically Underutilized Businesses (HUBs) to participate in the bidding process. Jefferson County does not discriminate on the basis of race, color, national origin, sex, religion, age or disability in employment, or the provisions of services. Individuals requiring special accommodations are requested to contact our office at least seven (7) days prior to the bid due date (at 409-835-8593) to make appropriate arrangements.

All interested firms are invited to submit a proposal in accordance with the terms and conditions stated in this request.

Respondents are strongly encouraged to carefully read the entire invitation, as failure to return and/or complete all required documentation will result in a response being declared as non-responsive.

Sincerely,

Deborah Clark

Deborah L. Clark, Purchasing Agent
Jefferson County, Texas

PUBLISH:
Beaumont Enterprise & Port Arthur News:
August 10th & 17th, 2022
Examiner **August 18, 2022**

TABLE OF CONTENTS

TABLE OF CONTENTS 1
SECTION 1: INTRODUCTION 2
1.1 PURPOSE/SCOPE OF WORK 2
1.2 STATEMENT OF QUALIFICATIONS 6
1.3 PROCEDURE 8
1.4 EVALUATION COMMITTEE 8
1.5 EVALUATION PROCESS 8
1.6 FIRM's SERVICES 9
1.7 LAWS AND REGULATIONS 9
1.8 INSURANCE REQUIREMENTS 9
1.9 WORKER'S COMPENSATION INSURANCE 9
1.10 TERMS AND CONDITIONS 11
INSERTION PAGE: CERTIFICATE OF INSURANCE (COI) 12
SECTION 2: RFQ SUBMISSION REQUIREMENTS AND SPECIAL REQUIREMENTS 13
BYRD ANTI-LOBBYING CERTIFICATION FORM 27
DEBARMENT/SUSPENSION CERTIFICATION 28
CIVIL RIGHTS COMPLIANCE PROVISIONS 29
SECTION 3: RFQ SUBMISSION REQUIREMENTS AND SPECIAL REQUIREMENTS 31
3.1 SUBMISSION OF QUALIFICATIONS 31
3.2 DEADLINE FOR RESONSE SUBMISSIONS/DELIVERY 31
3.3 COURTHOUSE SECURITY 31
3.4 COUNTY HOLIDAYS (2022) 32
3.5 SUBMISSIONS DURING TIME OF INCLEMENT WEATHER, DISASTER, OR EMERGENCY 32
3.6 PRE-PROPOSAL CONFERENCE 32
3.7 QUESTIONS/DEADLINE FOR QUESTIONS 32
3.8 VENDOR REGISTRATION: SAM (SYSTEM FOR AWARD MANAGEMENT) 32
3.9 FORM 1295 SUBMISSION REQUIREMENT (TEXAS ETHICS COMMISSION) 33
SAMPLE FORM 1295 34
INSERTION PAGE: COMPLETED FORM 1295 35
INSERTION PAGE: COMPLETED SYSTEM FOR AWARD MANAGEMENT (SAM) REGISTRATION PROOF 36
3.10 CONFIDENTIAL/PROPRIETARY INFORMATION 37
3.11 EVALUATION SCORING CRITERIA 37
RESPONDENT INFORMATION FORM 38
VENDOR REFERENCE FORM 39
SIGNATURE PAGE 40
CERTIFICATION REGARDING LOBBYING 41
DISCLOSURE OF LOBBYING ACTIVITIES 42
CONFLICT OF INTEREST QUESTIONNAIRE 44
LOCAL GOVERNMENT OFFICER – CONFLICT OF INTEREST DISCLOSURE STATEMENT (OFFICE USE ONLY) 46
RESIDENCE CERTIFICATION/TAX FORM 47
HOUSE BILL 89 VERIFICATION 48
SENATE BILL 252 CERTIFICATION 49
RESPONDENT'S CERTIFICATION 50

SECTION 1: INTRODUCTION: REQUEST FOR STATEMENTS OF QUALIFICATION (RFQ 22-047/MR) Contractor Qualifications for Residential Home Elevations for HMA, TWDB and BRIC Disaster Funding Recipients

1.1 PURPOSE/SCOPE OF WORK.

Jefferson County is requesting statements of qualifications and experience from all interested Residential Home Elevation Contractors desiring to provide professional residential home elevation services for the County as the need for these services arises. The range of services to provide will be broad and will involve residential home elevation. **This RFQ will be utilized to engage firms for future, undefined projects, and an indefinite quantity of residential home elevation contractor services as need arises.**

PROJECT DESCRIPTION:

Jefferson County is issuing the Request for Qualifications (RFQ) to procure professional residential elevation services in the Flood Mitigation Assistance Project, which covers both incorporated and unincorporated areas of Jefferson County, Texas. Jefferson County expects to award multiple contracts through this RFQ as the purpose of this RFQ is to engage a pre-qualified contractor pool to utilize in the elevation of homes in the Flood Mitigation Assistance Project. Contractors must be eligible to participate in contracts involving Federal funds.

Qualified building contractors will work with homeowners who will be receiving funds to elevate their homes. The homeowners will select from the pool of qualified, capable contractors to elevate their home.

Due to the fact that the purpose of this RFQ is to engage a pre-qualified contractor pool, awarded contractors will be asked to compete in individual projects and there is no guarantee of any volume or usage by the homeowners. There is no guarantee of the number of homes any given contractor will be selected to elevate.

The scope of services within each individual project will vary, as the circumstances in each home to be elevated will be different. However, successful contractor services will include, but are not limited to, the following:

For contracted services from Jefferson County using the Flood Mitigation Assistance Project, an Elevation Contractor shall not hire a firm to perform engineering services on the same home if that firm also was contracted by the County to provide Structural Integrity and Inspection Services.

The awarded contractor or contractors will be required to sign an affidavit stating they will comply with the above statement.

SPECIFICATIONS:

1. Contractors will have a licensed Structural Engineer available to sign and stamp drawings.

2. Contractors are required to use a hydraulic lift system when elevating the homes.

3. Contractors are required to use lateral bracing for support of elevated homes.

4. Contractors shall provide professional labor, equipment and materials adequate to perform the work in accordance with the scope of work for each eligible applicant's residential structure while ensuring that all applicable housing standards and codes are met;

5. All elevation work will be performed to meet or exceed all local, state and federal building codes and standards;

6. All elevation work will bring the structure into compliance with the Jefferson County Subdivisions and Floodplain Rules and Regulations by requiring a finished floor elevation a minimum of one-foot (1') above the 100 Year Flood Plain for the Finished Floor Elevation unless a higher elevation in required.

7. Elevation certificates shall be required before the elevation commences, and upon completion to verify the elevation and achieve compliance with local flood plain requirements.

8. If the homeowner selects your company, you will meet with the individual property owners to review the scope of work to be performed, including establishing a work schedule acceptable to property owners and Jefferson County; Prepare plans and specification and perform elevation in compliance with applicable City or County floodplain elevation requirements, code requirements, and Texas Windstorm Insurance Association (TWIA) requirements; Provide initial first floor elevation and obtaining final elevation certificates.

9. Repair of damage caused to homes/property during the elevation project;

10. All damages caused by the contractor during the elevation project shall be paid for by the contractor; these damages are ineligible grant costs and the Program does not cover such costs. These are the responsibility of the contractor.

11. Obtaining all necessary state and local permits and approvals after permits are acquired, but prior to the commencement of the work for each home, with copies of all permits provided to the County;

12. Coordination with property owner; utility disconnection and deactivation;

13. Debris removal in accordance with all Federal, State, and local requirements, including the disposal of potential asbestos containing materials;

14. Site preparation; if needed

15. Compliance with applicable Americans with Disabilities Act requirement may be required if deemed necessary by the homeowner

16. Elevation and post-elevation photographs taken and provided to the County's documenting services performed and compliance with permitting and building requirements;

17. If successful Contractors use subcontractors, then prompt payment of all subcontractors for services rendered, and obtaining signed and notarized lien waivers from all subcontractors documenting proof of payment and providing copy of such lien waivers to the County with draw requests;

18. Maintaining job sites in a neat and orderly manner.

19. Ineligible work shall not be allowed, with the sole exception of ineligible work necessarily incidental to the elevation project. Examples of ineligible work include, but are not limited to, building additions or auxiliary structures, additional landscaping for ornamentation beyond what existed at the site prior to the construction of the project, construction of new decks or porches, construction of expanded decks or porches, improvements for aesthetic reasons, or interior remodels. This list of examples is not exhaustive.

20. Each home shall be subject to a separate written agreement that will be between the contractor, the respective homeowner, and Jefferson County (the "Tri-Party Agreement"). Each Tri-Party Agreement will specify a term

applicable to the Flood Mitigation Assistance Project and specify draw requirements and other requirements associated with that given Flood Mitigation Assistance Project.

Offering financial incentives of any kind such as: trips, meals, entertainment tickets, cash, etc. is strictly prohibited.

BACKGROUND INFORMATION

A residential elevation is when a house that is vulnerable to flooding is physically raised to an elevation at or above the Base Flood Elevation (BFE). The benefits of elevating a structure are to minimize the threat for future flood losses to property and personal belongings; in addition, the activity provides peace of mind to homeowners who have elevated above most flooding events.

MANDATORY ELEVATION

All communities that participate in the National Flood Insurance Program (NFIP) are required to develop a local Floodplain Management Ordinance. These ordinances identify minimum standards that, when met, require homeowners to elevate their houses.

Substantial Damage – after a flood or other damaging event, the Floodplain Administrator for the community will assess damaged structures.

Residential structures that have sustained a 50% or greater loss of the value of the structure (not including lot) are deemed substantially-damaged, and prior to obtaining a building permit, the owners must agree to bring the structure up to the NFIP standard of being elevated to the BFE (or higher as required by local code).

In some instances, communities add 2' of freeboard above the BFE to provide additional flood safety value. The Floodplain Administrator will provide the homeowner with a copy of a letter that states that the property is substantially damaged.

TYPES OF ELEVATIONS

Available elevation methods, which are thoroughly described in FEMA P-312, Chapter 5, and FEMA P-347 include:

Elevating the existing structure on piles, posts, or piers.

1. Elevations in V zones (Velocity Zones in Coastal High Hazard Areas) must be on open foundations. The lowest floor must be free of obstructions or constructed with non-supporting breakaway walls, open wood lattice-work, or screening intended to collapse under wind and water loads without causing collapse, displacement, or other structural damage to the elevated portion of the building or supporting foundation.
2. Filling in the basement and replacing it with an elevated floor.
3. Elevating by vertically extending the foundation walls of the home.
4. The method that is selected for elevating a house depends on factors such as:
    a. Foundation type
    b. Condition of the house
    c. Applicable state and local building codes
    d. Soil type and bearing capacity
    e. Weight of the house and lateral forces on the house from water and other natural hazards, such as winds and earthquakes
    f. Height of proposed elevation above the grade level
    g. Number of additions to the original structure

ELEVATION REQUIREMENTS

Foundations must be designed to properly address all loads and be appropriately connected to the floor structure above, and utilities must also be properly elevated.

1. Elevations must comply with NFIP standards and building codes that exist in the State and Community. Elevations must comply with ASCE24-14 or latest edition.
2. Elevation must be designed and adequately anchored to prevent flotation, collapse, and lateral movement due to hydrodynamic and hydrostatic loads, including the effects of buoyancy.
3. A building permit is required in order to elevate.

STRUCTURAL SOUNDNESS

Structure must be structurally sound and capable of being elevated safely. Prior to participating in a FEMA Grant Program project to elevate houses, homeowners will have an inspection by a licensed structural engineer that determines whether a house can successfully be elevated or not.

SPECIFICATION MILESTONES AND COMPENSATION DRAWS

The following milestone schedule will be followed for each house and engineers will inspect at the following elevation phase milestones:

1. Milestone 1: 20% of the total contract amount in that Project.
    a. Signed contract; Permits obtained with copies of permits provided to Jefferson County;
    b. A & E drawings. Drawings should be signed and stamped by the Engineer.
    c. Interior and Exterior pre-evaluation photographs submitted
    d. Performance and Payment Bonds
2. Milestone 2: 40% of the total contract amount in that Project.
    a. Mobilization of equipment
    b. Clearing work
    c. Tunneling portion of work is complete
    d. Structure is elevated and resting on cribbing portion of the work is complete
    e. Engineer concurrence with percentage completion
    f. Mid-lift EC showing structure is at or above the designated flood elevation
    g. Inspection
3. Milestone 3: 30% of the total contract amount in that Project.
    a. Piers and/or post columns are built
    b. New foundation is complete
        i. If foundation type will have CMU block wall-capture photos of posts, piles or columns as needed for this milestone
    c. Engineer concurrence with percentage completion
    d. Inspection
4. Milestone 4: 10% of the total contract amount in that Project.
    a. Completion of all work
        i. Installation of vents, as required; placement of lattice, as required
        ii. Reconnection of utilities
        iii. Final site clean-up
        iv. Written confirmation of third-party warranty provided to homeowner
        v. If applicable, confirmation of satisfaction of applicable ADA requirements
        vi. Engineer concurrence with completion
        vii. Homeowner concurrence with payment

viii. If applicable, signed and notarized lien waivers from subcontractors utilized
ix. Final elevation certificate
x. As built plans – Updates can be done in writing to show any changes from original plans to as built conditions
xi. Final Inspection
    1. Forms and data required for completion, include but not limited to the following:
        a. Photos of the interior and exterior (all sides) of the house
        b. Photos of the gas and electric fixtures
        c. Photos of the posts, piles or columns under the house
    2. Certificate of Occupancy (See Certificate of Occupancy below)
    3. Final Elevation Certificate
    4. Copy of recorded deed
    5. Certification that the structure is compliant with NFIP
    6. Verification of Flood Insurance
    7. 501 Mitigation Form

CERTIFICATE OF OCCUPANCY

All permits have been successfully closed out and grant paperwork has been provided as necessary. Communicate with the County to go ahead and issue a Certificate of Occupancy to the homeowner. A Certificate of Occupancy will not be issued until after the final inspection.

PREVAILING WAGE RATES

Chapter 2258 of the Texas Government Code requires state agencies, cities, counties, independent school districts, and all other political subdivisions that engage in public work projects using public funds to include prevailing wage rate in the project request for proposal documents and Contract.

Current prevailing wage rates are incorporated in the Contract documents.

PERIOD OF CONTRACT

As funds are obligated, small batches of homes will be available for structural integrity analysis and inspection. The first batch will consist of 4 homes. There will potentially be up to 150 homes that will require structural analysis and inspection. Work must be complete for each batch of homes within three (3) months. The awarded firm(s) will be issued a Notice to Proceed for each batch of homes.

MINIMUM REQUIREMENTS

1. Minimum of three (3) years of structural integrity testing, inspection and certification of occupancy services experience.
2. Minimum of three (3) years firm and firm ownership / key staff experience in structural integrity testing, inspection and certificate of occupancy services experience.
3. Background check, criminal and or affidavit of no suspensions or criminal actions against owners and/or company for non-performance of work.

1.2 STATEMENT OF QUALIFICATIONS

Jefferson County is requesting Statements of Qualifications (SOQ) from firms who can adequately demonstrate they have the resources, experience and qualifications to perform structural integrity and inspection services.

Please provide the following information in the order shown below, and to not exceed the number of pages requested.

1. **Letter of Interest** (Limited to one (1) page, signed by a principle of the professional firm):
    a. Include name of firm wishing to contract with the County.
    b. Firm's local address and corporate or main office address.
    c. Include a statement as to the availability of the firm to complete the work within the stated time period.
2. **Technical Approach** (Limited to five (5) pages):
    a. Firm understanding of the scope of work.
    b. A description of the work to be performed and how it would be performed.
3. **Firm Experience and References** (Limited to then (10) pages):
    a. A brief history of the proposing entity, including general background, number of years in business, knowledge of and experience working on this type of projects.
    b. Provide projects which demonstrates the required minimum of three (3) years' experience with structural integrity testing and inspection services that will best illustrate team capabilities
    c. Demonstrate proficiency in structural integrity services, inspection services and certificate of occupancy services.
    d. Provide evidence that you understand and comply with TWIA requirements. Include any applicable licenses.
    e. Related experience in federally funded projects and the specific project type referenced in this RFQ.
    f. Firm must demonstrate an understanding of the requirements to remain in compliance in administering a federal funded project (FEMA/HUD). All elevations shall be completed in accordance with the Hazard Mitigation Assistance Guidance document, the Elevation Certificate, and Instructional Guidelines, therefore, knowledge of these guidelines is essential.
    g. Firm's strong financial stability. Provide two (2) years of financial statements, preferably audited.
    h. Provide at least three references of previous clients with similar projects and specify the project for which the references respond to. A reference form is included on Page 39 of this package.
    i. Furnish references for the prime provider's project manager for similar related projects. The client reference must be employees, such as the contract manager or work authorization manager, who are most familiar with the proposed manager's work.
    j. Provide a listing of all current litigation(s), outstanding judgements and liens affecting the firm.
    k. Describe any unique services offered by your firm.
4. **Workload Capacity** (Limited to two (2) pages):
    a. A statement substantiating the firm's resources of and the ability to carry out the scope of work requested in a timely manner.
    b. Provide a current list of your firm's projects.
    c. Provide project availability of personnel in order to provide engineering and inspection services on multiple structures in varied locations throughout the County.
5. **Professional Qualifications and Individual Experiences** (Limited to one (1) page for the organization chart and two (2) pages per resume):
    a. The respondent shall select a team of professionals capable of providing the required services in an efficient manner in the best interest of Jefferson County and to provide successful, on-time, and on budget project deliver. Information on all proposed sub-consultants and/or subcontractors should be included in the SOQ.
    b. Describe the firm's capacity to perform as well as resumes of all employees who will or may be assigned to provide services if you firm is awarded a contract through this solicitation, including any licensees or certification.
    c. Show work experience of Project Team including any sub consultants.
    d. Provide organizational chart containing names, addresses, telephone numbers, and email address of the prime provider and any sub consultants proposed for the team. Include the name of the prime

provider's Project Manager and all key personnel who will work on the project. Also, include each key personnel's project role and responsibilities and estimated percentage of time on the project.

e. Names, titles, address and telephone numbers of persons who are authorized to negotiate for and contractually bind the firm. One of these persons should sign the response. A contact must me named for addressing questions generated during the evaluation process.

1.3 PROCEDURE.

Firms are encouraged to submit statements of qualifications and experience to be kept on file in the Jefferson County Purchasing Department. For a given project, the responsible Jefferson County Commissioners' Court will appoint a selection committee, which will evaluate responses and select, in order of preference, a short list of at least three firms. Responses will be ranked on the basis of demonstrated experience, competence, and qualifications. Fees, price, work hours, or any other cost information will not be considered in the development of the short list.

Jefferson County will then enter into negotiations with the highest qualified firm. The negotiations will first establish the scope, terms and conditions, and time limits for the proposed contract. Once agreement is reached between Jefferson County and the selected firm, the County will request a fee proposal from the firm. If agreement is reached, the County will retain the firm and enter into a written contract with it. If an agreement cannot be negotiated with the selected firm, the County will then enter into negotiations with the next most qualified firm. This procedure will continue until agreement is reached and a contract is produced. If the County cannot negotiate an agreement, the procedure will be terminated.

1.4 SELECTION REVIEW COMMITTEE.

Because of the diversity of the departments and activities of the County, the Jefferson County Commissioners' Court will appoint the Selection Review Committee for this Request for Qualifications. The Purchasing Agent may appoint a Chairperson and no less than two (2) other members for the committee. Typically, the committee will consist of at least one professional in the task required, a person knowledgeable about procurement practices, and either a representative of the department requesting the project, or the department executing the project. However, this structure is not binding and subject to change at the discretion of the Purchasing Agent. Other members may be appointed to the Evaluation Committee as necessary and appropriate, but the total number of persons committee shall not exceed five (5) persons. Committee appointments shall be in writing and shall briefly describe the scope of the project and, if necessary, the primary disciplines required to accomplish the project in order to assist the committee in developing a list of firms that might best accomplish the work required. Committee membership and project requirements will vary from project to project. Therefore, a firm rated number one for one project could be considered not qualified or ranked lower on another project.

1.5 EVALUATION PROCESS.

While Jefferson County appreciates a brief, straight-forward, and concise reply; Respondent must fully understand that the evaluation is based on the information provided. Accuracy and completeness are essential. Omissions, ambiguous, and equivocal statements may be construed against the respondent. The RFQ response may be incorporated into any contract which results from this RFQ, and vendor(s) are cautioned not to make claims or statements it is not prepared to commit to contractually. Failure of the vendor to meet such claims will result in a requirement that the vendor provide resources necessary to meet submitted claims.

The Jefferson County Purchasing Department may initiate discussions with selected vendors; however, discussions <u>may not</u> be initiated by vendors.

The Jefferson County Purchasing Department expects to conduct discussions with vendor's representatives authorized to contractually obligate the vendor with an offer. **Vendors shall not contact any Jefferson County personnel during the RFQ process without the express permission from the Jefferson County Purchasing Agent. The Purchasing Agent will disqualify any vendor who has made site visits, contacted Jefferson County personnel, or distributed any literature without authorization from the Jefferson County Purchasing Department.**

All correspondence relating to this RFQ, from advertisement to award shall be sent to the Jefferson County Purchasing Department. All presentations and/or meetings between Jefferson County and the vendor relating to this RFQ shall be coordinated by the Jefferson County Purchasing Department.

Selected vendors may be expected to make a presentation/product demonstration to an Evaluation Committee. Proposals, vendor presentations, and product/service evaluations may develop into negotiating sessions with the vendor(s) as selected by the Evaluation Committee. Jefferson County expects to conduct negotiations with vendor representatives authorized to contractually obligate the vendor with an offer. If vendor is unable to agree to contract terms and conditions, Jefferson County reserves the right to terminate contract negotiations with that vendor and initiate negotiations with another vendor. In addition to a presentation, visits by the Evaluation Committee to representative vendor client sites may be conducted where the proposed solution can be demonstrated in a production environment.

1.6 Residential home elevation contractor FIRM's SERVICES.

A. A description of services that may be utilized under this RFQ includes:
   1. Residential home elevation.

1.7 LAWS AND REGULATIONS.

A. The residential home elevation contractor Firm(s) must comply with all laws, ordinances, and rules and regulations which govern the work specified in this contract.

1.8 INSURANCE.

The contractor (including any and all subcontractors as defined in **Section 1.9.1.3** below) shall, at all times during the term of this contract, maintain insurance coverages with not less than the type and requirements shown below. Such insurance is to be provided at the sole cost of the contractor. These requirements do not establish limits of the contractor's liability.

All policies of insurance shall waive all rights of subrogation against the County, its officers, employees and agents; a copy of the policy wording or endorsement is required.

Contractor shall furnish Jefferson County with Certificate of Insurance naming Jefferson County as additional insured and will provide the actual policy wording or endorsement showing as such.

All insurance must be written by an insurer licensed to conduct business in the State of Texas.

Minimum Insurance Requirements:

Public Liability, including Products & Completed Operations	$1,000,000
Excess Liability	$1,000,000

Property Insurance (policy below that is applicable to this project):

Improvements & Betterments Policy: Improvements/Remodeling (for Lease Tenants)
Builder's Risk Policy: Structural Coverage for Construction Projects
Installation Floater Policy: Improvements/Alterations to Existing Structure

Workers' Compensation Statutory Coverage (**See Section 1.9 Below**)

1.9 WORKER'S COMPENSATION INSURANCE.

1.9.1 Definitions:

1.9.1.1 **Certificate of coverage ("Certificate")** – A copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a coverage agreement, DWC-81, DWC-82, DWC-83, or DWC-84 showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.

1.9.1.2 **Duration of the project** – Includes the time from the beginning of the work on the project until the contractor's/person's work on the project has been completed and accepted by the governmental entity.

1.9.1.3 **Persons providing services on the project ("subcontractor") in article 406.096** – Includes all persons or entities performing all or part of the services under the contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractor, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to

provide services on the project. "Services" includes, without limitation, providing, hauling or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

1.9.2 The Contractor shall provide coverage, based on proper reporting of classification code and payroll amounts and filing any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the contractor providing services on the project, for the duration of the project.

1.9.3 The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract – refer **to Section 1.8** above.

1.9.4 If the coverage period shown on the Contractor's current certificate of coverage ends during the duration of the project, the Contractor must, prior to the end of the coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been extended.

1.9.5 The Contractor shall obtain from each person providing services on a project, and provide to the governmental entity:

1.9.5.1 A certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project; and

1.9.5.2 No later than seven (7) days after receipt by the Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate ends during the duration of the project.

1.9.6 The Contractor shall retain all required certificates of coverage for the duration of the project and for one (1) year thereafter.

1.9.7 The Contractor shall notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.

1.9.8 The Contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Department of Workers' Compensation, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.

1.9.9 The Contractor shall contractually require each person with whom it contracts to provide services on a project to:

1.9.9.1 Provide coverage, based on reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all its employees providing services on the project, for the duration of the project.

1.9.9.2 Provide to the Contractor, prior to that person beginning work on the project a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project.

1.9.9.3 Provide the Contractor, prior to the end of coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.

1.9.9.4 Obtain from each person with whom it contracts, and provide to the Contractor:

1.9.9.4.1 A certificate of coverage, prior to the other person beginning work on the project; and

1.9.9.4.2 the coverage period, if the coverage period shown on the current certificate of a new certificate of coverage showing extension of

coverage, prior to the end of coverage ends during the duration of the project.

1.9.9.5 Retain all required certificates of coverage on file for the duration of the project and for one (1) year thereafter.

1.9.9.6 Notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and

1.9.9.7 Contractually require each person with whom it contracts to perform as required by paragraphs **1.9.1. – 1.9.7**., with the certificates of coverage to be provided to the person for whom they are providing services.

1.9.10 By signing this contract or providing or causing to be provided a certificate of coverage, the Contractor is representing to the governmental entity that all employees of the contractor who will provide services of the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

1.9.11 The Contractor's failure to comply with any of these provisions is a breach of contract by the Contractor which entitles the governmental entity to declare the contract void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the governmental entity.

1.10 TERMS AND CONDITIONS.

1. Jefferson County reserves the right to request clarification of information submitted and to request additional information of one or more respondents
2. Any agreement or contract resulting from this RFQ shall be on forms approved by Jefferson County and shall contain, at minimum, applicable provisions of this document. Jefferson County reserves the right to reject any agreement that does not conform to this document and any County requirements and contracts.
3. The residential home elevation contractor shall not assign any interest in the contract and shall not transfer any interest in the same without prior written consent of the County.
4. No reports, information, or data given to or prepared by the residential home elevation contractor under contract shall be made available to any individual or organization by the residential home elevation contractor without the prior written approval of the County.

RESPONDENT: INSERT COPY OF CERTIFICATE OF INSURANCE (COI) BEHIND THIS PAGE.

Note: For RFQ response submission purposes, a general COI will suffice. However, a COI that includes the notation that "Jefferson County as an additional insured" will be required from Awarded Respondent(s) prior to the issuance of a Purchase Order.

REMEDIES

(For all awarded contracts with a value greater than $150,000.00)

Any violation or breach of terms of this contract on the part of the Contractor or the Contractor's subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this contract. The duties and obligations imposed by the contract documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. Any violation or breach of terms of this contract of the Contractor or the Contractor's sub-contractors will be subject to the remedies, including liquidated damages, described in the bid specifications or Request for Proposal and the Client rules and regulations and special conditions which are incorporated herein by reference in their entirety.

TERMINATION FOR CAUSE AND CONVENIENCE

(For all awarded contracts with a value greater than $10,000.00)

The Client reserves the right to terminate this contract for cause or convenience pursuant to the rules and regulations and special conditions which are incorporated herein by reference in their entirety.

EQUAL EMPLOYMENT OPPORTUNITY

(For all awarded contracts that meet the definition of "federally assisted construction contract" provided in 41 CFR Part 60-1.3) ***Contractor must complete enclosed certification***

During the performance of this contract, the contractor agrees as follows:

1. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:
Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this non-discrimination clause.

2. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

3. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

4. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

6. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965,

and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

7. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

8. The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

DAVIS-BACON ACT AND COPELAND "ANTI-KICKBACK" ACT

(The Davis-Bacon Act only applies to the Emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant Program. It DOES NOT apply to other FEMA grant and cooperative agreement programs, including the Public Assistance Program.

1. ***Minimum wages.***

   i. All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 193 7 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage dete1mination of the Secretary of

Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1 (b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(l)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in §5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided,* that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(l)(ii) of this section) and the Davis Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

ii. (A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination, and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

2) The classification is utilized in the area by the construction industry; and

3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions , including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D)The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(l)(ii) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

i. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

ii. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided,* That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account asset for the meeting of obligations under the plan or program.

2. ***Withholding.***

The Federal Agency and/or Client shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 193 7 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the (Agency) may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. ***Payrolls and basic records.***

i. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section I (b) (2) (B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(l)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section l(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

ii. (A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the federal agency if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to the federal agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee *(e.g.,* the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at *http://www.dol.gov/esa/whd(forms/wh347instr.htm* or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the federal agency if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit them to the applicant, sponsor, or owner, as the case may be, for transmission to the federal agency, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, sponsor, or owner). (B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

1) That the payroll for the payroll period contains the information required to be provided under §5.5 (a) (3) (ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a) (3) (i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

i. The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section section available for inspection, copying, or transcription by authorized representatives of the federal agency or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. ***Apprentices and trainees.***

i. ***Apprentices.*** Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractors registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

ii. ***Trainees.*** Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the

journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

iii. ***Equal employment opportunity.*** The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

5. ***Compliance with Copeland Act requirements.***

The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

6. ***Subcontracts.***

The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a) (l) through (10) and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

7. ***Contract termination: debarment.***

A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. ***Compliance with Davis-Bacon and Related Act requirements.***

All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. ***Breach.***

A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

10. ***Disputes concerning labor standards.***

Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

11. ***Certification of eligibility.***

1) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis Bacon Act or 29 CFR 5.12(a)(l).

2) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(l).

3) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

(For all awarded contracts related to "mechanics and laborers" with a value greater than $100,000.00)

1) **Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
2) **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of $27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.
3) **Withholding for unpaid wages and liquidated damages.** The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.
4) **Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT

(This requirement **does not apply** to the Public Assistance, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households - Other Needs Assistance Grant Program, as FEMA awards under these programs do not meet the definition of "funding agreement." If FEMA federal award meets definition of "funding agreement" under 37 CFR §401.2(a), for all awarded contracts related to experimental, developmental, or research work type contracts)

(a) Definitions

(1) *Invention* means any invention or discovery which is or may be patentable or otherwise protectable under Title 35 of the United States Code, or any novel variety of *et seq.).*
(2) *Subject invention* means any invention of the *contractor* conceived or first actually reduced to practice in the performance of work under this *contract,* provided that in the case of a variety of plant, the date of determination (as defined in section 41(d) of the Plant Variety Protection Act, 7 U.S.C. 240l (d)) must also occur during the period of *contract* performance.
(3) *Practical Application* means to manufacture in the case of a composition or product, to practice in the case of a process or method, or to operate in the case of a machine or system; and, in each case, under such conditions as to establish that the invention is being utilized and that its benefits are, to the extent permitted by law or government regulations, available to the public on reasonable terms.
(4) *Made* when used in relation to any invention means the conception or first actual reduction to practice of such invention.
(5) *Small Business Firm* means a small business concern as defined at section 2 of Pub. L. 85-536 (15 U.S.C. 632) and implementing regulations of the Administrator of the Small Business Administration. For the purpose of this clause, the size standards for small business concerns involved in government procurement and

subcontracting at 13 CFR 121.3-8 and 13 CFR 121.3- 12, respectively, will be used.

(6) *Nonprofit Organization* means a university or other institution of higher education or an organization of the type described in section 501 (c) {3) of the Internal Revenue Code of 1954 (26 U.S.C. 501(c) and exempt from taxation under section 501(a) of the Internal Revenue Code (25 U.S.C. 501(a)) or any nonprofit scientific or educational organization qualified under a state nonprofit organization statute.

(b) Allocation of Principal Rights

The *Contractor* may retain the entire right, title, and interest throughout the world to each subject invention subject to the provisions of this clause and 35 U.S.C. 203. With respect to any subject invention in which the *Contractor* retains title, the Federal government shall have a nonexclusive, non-transferable, irrevocable, paid-up license to practice or have practiced for or on behalf of the United States the subject invention throughout the world.

(c) Invention Disclosure, Election of Title and Filing of Patent Application by *Contractor*

(1) The *contractor* will disclose each subject invention to the *Federal Agency* within two months after the inventor discloses it in writing to *contractor* personnel responsible for patent matters. The disclosure to the agency shall be in the form of a written report and shall identify the *contract* under which the invention was made and the inventor(s). It shall be sufficiently complete in technical detail to convey a clear understanding to the extent known at the time of the disclosure, of the nature, purpose, operation, and the physical, chemical, biological or electrical characteristics of the invention. The disclosure shall also identify any publication, on sale or public use of the invention and whether a manuscript describing the invention has been submitted for publication and, if so, whether it has been accepted for publication at the time of disclosure. In addition, after disclosure to the *agency,* the *Contractor* will promptly notify the *agency* of the acceptance of any manuscript describing the invention for publication or of any on sale or public use planned by the *contractor.*

(2) The *Contractor* will elect in writing whether or not to retain title to any such invention by notifying the *Federal agency* within two years of disclosure to the *Federal agency.* However, in any case where publication, on sale or public use has initiated the one-year statutory period wherein valid patent protection can still be obtained in the United States, the period for election of title may be shortened by the *agency* to a date that is no more than 60 days prior to the end of the statutory period.

(3) The *contractor* will file its initial patent application on a subject invention to which it elects to retain title within one year after election of title or, if earlier, prior to the end of any statutory period wherein valid patent protection can be obtained in the United States after a publication, on sale, or public use. The *contractor* will file patent applications in additional countries or international patent offices within either ten months of the corresponding initial patent application or six months from the date permission is granted by the Commissioner of Patents and Trademarks to file foreign patent applications where such filing has been prohibited by a Secrecy Order.

(4) Requests for extension of the time for disclosure, election, and filing under subparagraphs (1), (2), and (3) may, at the discretion of the *agency,* be granted.

(d) Conditions When the Government May Obtain Title

The *contractor* will convey to the *Federal agency,* upon written request, title to any subject invention-

(1) If the *contractor* fails to disclose or elect title to the subject invention within the times specified in (c), above, or elects not to retain title; provided that the *agency* may only request title within 60 days after learning of the failure of the *contractor* to disclose or elect within the specified times.

(2) In those countries in which the *contractor* fails to file patent applications within the times specified in (c) above; provided, however, that if the *contractor* has filed a patent application in a country after the times specified in (c) above, but prior to its receipt of the written request of the *Federal agency,* the *contractor* shall continue to retain title in that country.

(3) In any country in which the *contractor* decides not to continue the prosecution of any application for, to pay the maintenance fees on, or defend in reexamination or opposition proceeding on, a patent on a subject invention.

(e) Minimum Rights to *Contractor* and Protection of the *Contractor* Right to File

(1) The *contractor* will retain a nonexclusive royalty-free license throughout the world in each subject invention to which the Government obtains title, except if the *contractor* fails to disclose the invention within the times

specified in (c), above. The *contractor's* license extends to its domestic subsidiary and affiliates, if any, within the corporate structure of which the *contractor* is a party and includes the right to grant sublicenses of the same scope to the extent the *contractor* was legally obligated to do so at the time the *contract* was awarded. The license is transferable only with the approval of the *Federal* to which the invention pertains.

(2) The *contractor's* domestic license may be revoked or modified by the *funding Federal agency* to the extent necessary to achieve expeditious practical application of the subject invention pursuant to an application for an exclusive license submitted in accordance with applicable provisions at 37 CFR part 404 and *agency* licensing regulations (if any). This license will not be revoked in that field of use or the geographical areas in which the *contractor* has achieved practical application and continues to make the benefits of the invention reasonably accessible to the public. The license in any foreign country may be revoked or modified at the discretion of the *funding Federal agency* to the extent the *contractor,* its licensees, or the domestic subsidiaries or affiliates have failed to achieve practical application in that foreign country.

(3) Before revocation or modification of the license, the *funding Federal agency* will furnish the *contractor* a written notice of its intention to revoke or modify the license, and the *contractor* will be allowed thirty days (or such other time as may be authorized by the *funding Federal agency* for good cause shown by the *contractor)* after the notice to show cause why the license should not be revoked or modified. The *contractor* has the right to appeal, in accordance with applicable regulations in 37 CFR part 404 and *agency* regulations (if any) concerning the licensing of Government-owned inventions, any decision concerning the revocation or modification of the license.

(f) *Contractor* Action to Protect the Government's Interest

(1) The *contractor* agrees to execute or to have executed and promptly deliver to the *Federal agency* all instruments necessary to

(i) establish or confirm the rights the Government has throughout the world in those subject inventions to which the *contractor* elects to retain title, and

(ii) convey title to the *Federal agency* when requested under paragraph (d) above and to enable the government to obtain patent protection throughout the world in that subject invention.

(2) The *contractor* agrees to require, by written agreement, its employees, other than clerical and nontechnical employees, to disclose promptly in writing to personnel identified as responsible for the administration of patent matters and in a format suggested by the *contractor* each subject invention made under *contract* in order that the *contractor* can comply with the disclosure provisions of paragraph (c), above, and to execute all papers necessary to file patent applications on subject inventions and to establish the government's rights in the subject inventions. This disclosure format should require, as a minimum, the information required by (c) (l), above. The *contractor* shall instruct such employees through employee agreements or other suitable educational programs on the importance of reporting inventions in sufficient time to permit the filing of patent applications prior to U.S. or foreign statutory bars.

(3) The *contractor* will notify the *Federal agency* of any decisions not to continue the prosecution of a patent application, pay maintenance fees, or defend in a reexamination or opposition proceeding on a patent, in any country, not less than thirty days before the expiration of the response period required by the relevant patent office.

(4) The *contractor* agrees to include, within the specification of any United States patent applications and any patent issuing thereon covering a subject invention, the following statement, "This invention was made with government support under (identify the *contract)* awarded by (identify the Federal agency). The government has certain rights in the invention."

(g) Subcontracts

(1) The *contractor* will include this clause, suitably modified to identify the parties, in all subcontracts, regardless of tier, for experimental, developmental or research work. The subcontractor will retain all rights provided for the *contractor* in this clause, and the *contractor* will not, as part of the consideration for awarding the subcontract, obtain rights in the subcontractor's subject inventions.

(2) In the case of subcontracts, at any tier, when the prime award with the Federal agency was a contract (but

not a grant or cooperative agreement), the *agency,* subcontractor, and the contractor agree that the mutual obligations of the parties created by this clause constitute a contract between the subcontractor and the Federal agency with respect to the matters covered by the clause; provided, however, that nothing in this paragraph is intended to confer any jurisdiction under the Contract Disputes Act in connection with proceedings under paragraph (i) of this clause.

(h) Reporting on Utilization of Subject Inventions

The *Contractor* agrees to submit on request periodic reports no more frequently than annually on the utilization of a subject invention or on efforts at obtaining such utilization that are being made by the *contractor* or its licensees or assignees. Such reports shall include information regarding the status of development, date of first commercial sale or use, gross royalties received by the contractor, and such other data and information as the *agency* may reasonably specify. The *contractor* also agrees to provide additional reports as may be requested by the *agency* in connection with any march-in proceeding undertaken by the *agency* in accordance with paragraph (i) of this clause. As required by 35 U.S.C. 202(c) (5), the *agency* agrees it will not disclose such information to persons outside the government without permission of the *contractor.*

(i) Preference for United States Industry

Notwithstanding any other provision of this clause, the *contractor* agrees that neither it nor any assignee will grant to any person the exclusive right to use or sell any subject inventions in the United States unless such person agrees that any products embodying the subject invention or produced through the use of the subject invention will be manufactured substantially in the United States. However, in individual cases, the requirement for such an agreement may be waived by the *Federal agency* upon a showing by the *contractor* or its assignee that reasonable but unsuccessful efforts have been made to grant licenses on similar terms to potential licensees that would be likely to manufacture substantially in the United States or that under the circumstances domestic manufacture is not commercially feasible.

(j) March-in Rights

The *contractor* agrees that with respect to any subject invention in which it has acquired title, the *Federal agency* has the right in accordance with the procedures in 37 CFR 401.6 and any supplemental regulations of the *agency* to require the *contractor,* an assignee or exclusive licensee of a subject invention to grant a nonexclusive, partially exclusive, or exclusive license in any field of use to a responsible applicant or applicants, upon terms that are reasonable under the circumstances, and if the *contractor,* assignee, or exclusive licensee refuses such a request the *Federal agency* has the right to grant such a license itself if the *Federal agency* determines that:

(1) Such action is necessary because the *contractor* or assignee has not taken or is not expected to take within a reasonable time, effective steps to achieve practical application of the subject invention in such field of use.

(2) Such action is necessary to alleviate health or safety needs which are not reasonably satisfied by the *contractor,* assignee or their licensees;

(3) Such action is necessary to meet requirements for public use specified by Federal regulations and such requirements are not reasonably satisfied by the *contractor,* assignee or licensees; or

(4) Such action is necessary because the agreement required by paragraph (i) of this clause has not been obtained or waived or because a licensee of the exclusive right to use or sell any subject invention in the United States is in breach of such agreement.

(k)Special Provisions for *Contracts* with Nonprofit Organizations If the *contractor* is a nonprofit organization, it agrees that:

(1) Rights to a subject invention in the United States may not be assigned without the approval of the *Federal agency,* except where such assignment is made to an organization which has as one of its primary functions the management of inventions, provided that such assignee will be subject to the same provisions as the *contractor;*

(2) The *contractor* will share royalties collected on a subject invention with the inventor, including Federal employee co-inventors (when the agency deems it appropriate) when the subject invention is assigned in accordance with 35 U.S.C. 202(e) and 37 CFR 401.10;

(3) The balance of any royalties or income earned by the *contractor* with respect to subject inventions, after payment of expenses (including payments to inventors) incidental to the administration of subject inventions, will be utilized for the support of scientific research or education; and

(4) It will make efforts that are reasonable under the circumstances to attract licensees of subject invention that are small business firms and that it will give a preference to a small business firm when licensing a subject invention if the *contractor* determines that the small business firm has a plan or proposal for marketing the

invention which, if executed, is equally as likely to bring the invention to practical application as any plans or proposals from applicants that are not small business firms; provided, that the *contractor* is also satisfied that the small business firm has the capability and resources to carry out its plan or proposal. The decision whether to give a preference in any specific case will be at the discretion of the *contractor.* However, the *contractor* agrees that the Secretary applicants, and the *contractor* will negotiate changes to its licensing policies, procedures, or practices with the Secretary when the Secretary's review discloses that the *contractor* could take reasonable steps to implement more effectively the requirements of this paragraph (k)(4).

(l) Communication

Any communications to be given hereunder by either party to the other shall be deemed to be duly given if set forth in writing and personally delivered or sent by mail, registered or certified, postage prepaid with return receipt requested, as follows:

_____

_____

_____

_____

Written notices hereunder delivered personally shall be deemed communicated as of actual receipt; mailed notices shall be deemed communicated five (5) days after deposit in the mail, post prepaid, certified, in accordance with this Paragraph.

CLEAN AIR ACT

(For all awarded contracts with a value greater than $150,000.00)

(m) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

(n) The contractor agrees to report each violation to the (name of applicant entering into the contract) and understands and agrees that the (name of the applicant entering into the contract) will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(o) The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

FEDERAL WATER POLLUTION CONTROL ACT

(For all awarded contracts with a value greater than $150,000.00)

(1) The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

(2) The contractor agrees to report each violation to the (name of the applicant entering into the contract) and understands and agrees that the (name of the applicant entering into the contract) will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

DEBARMENT AND SUSPENSION ***Contractor must complete enclosed certification***

(1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by Client. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to

remedies available to (insert name of recipient/subrecipient/applicant), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

BYRD ANTI-LOBBYING AMENDMENT

(For all awarded contracts with a value greater than $100,000.00.) ***Contractor must complete enclosed certification***

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended) Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

The Contractor certifies, to the best of his or her knowledge and belief that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) Contractor will include language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of $150,000.00 shall certify and disclose accordingly.

PROCUREMENT OF RECOVERED MATERIALS

(The requirements of Section 6002 include procuring only items designated in guidelines of the EPA at 40

C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired by the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.)

(1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA designated items unless the product cannot be acquired:

   a) Competitively within a timeframe providing for compliance with the contract performance schedule;

   b) Meeting contract performance requirements; or

   c) At a reasonable price.

(2) Information about this requirement is available at EPA's Comprehensive Procurement Guidelines website, http://www.epa.gov/cpg/.

   The list of EPA-designate items is available at http://www.epa.gov/cpg/products.htm.

(3) The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the "Solid Waste Disposal Act."

ACCESS TO RECORDS

The following access to records requirements apply to this contract:

(1) The Contractor agrees to provide the Client, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

(2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

(4) In compliance with the Disaster Recovery Act of 2018, the Client and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

CHANGES

To be eligible for FEMA assistance under the non-Federal entity's FEMA grant or cooperative agreement, the cost of the change, modification, change order, or constructive change must be allowable, allocable, within the scope of its grant or cooperative agreement, and reasonable for the completion of project scope.

FEMA recommends, therefore, that a non-Federal entity include a changes clause in its contract that describes how, if at all, changes can be made by either party to alter the method, price, or schedule of the work without breaching the contract. The language of the clause may differ depending on the nature of the contract and the end-item procured.

DHS SEAL, LOGO, AND FLAGS

The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS

This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

NO OBLIGATION BY FEDERAL GOVERNMENT

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.

PROHIBITION ON CONTRACTING FOR COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES

2 C.F.R. § 200.216, as implemented by FEMA Policy 405-143-1, prohibits the Contractor from using equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

DOMESTIC PREFERENCES FOR PROCUREMENTS

As appropriate and to the extent consistent with law, the Contractor agrees, to the greatest extent practicable, prefer the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).

AFFIRMATIVE SOCIOECONOMIC STEPS

If subcontracts are to be let, the prime contractor is required to take all necessary steps identified in 2 C.F.R. § 200.321(b)(1)-(5) to ensure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

COPYRIGHT AND DATA RIGHTS

"License and Delivery of Works Subject to Copyright and Data Rights"

The Contractor grants to the Client a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this contract, the Contractor will identify such data and grant to the Client or acquires on its behalf a license of the same scope as for data first produced in the performance of this contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this contract, the Contractor will deliver to the Client data first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by the Client."

BYRD ANTI-LOBBYING CERTIFICATION

Certification for Contracts, Grants, Loans, and Cooperative Agreements-The undersigned certifies, to the best of his or her knowledge and belief, that:

1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The Contractor _____ certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

_____

Signature of Contractor's Authorized Official

_____

Name and Title of Contractor's Authorized Official

_____

Date

REQUIRED FORM
Bidder: Please complete this form and include with bid submission.

DEBARMENT/SUSPENSION CERTIFICATION

Non-Federal entities and contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, Debarment and Suspension (1986) and Executive Order 12689, Debarment and Suspension (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (No procurement Debarment and Suspension).

This requirement applies to all FEMA grant and cooperative agreement programs.

Federal Executive Order (E .O.) 12549 "Debarment" requires that all contractors receiving individual awards, using federal funds, and all sub recipients certify that the organization and its principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from doing business with the Federal Government. By signing this document, you certify that your organization and its principals are not debarred. Failure to comply or attempts to edit this language may disqualify your bid. Information on debarment is available at the following websites: www.sam.gov and https://acguisition.qov/far/index.html see section 52.209-6.

The Contractor _____ certifies or affirms by your signature that neither you nor your principal is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

_____

Signature of Contractor's Authorized Official

_____

Name and Title of Contractor's Authorized Official

_____

Date

REQUIRED FORM
Bidder: Please complete this form and include with bid submission.

CIVIL RIGHTS COMPLIANCE PROVISIONS

1. EQUAL EMPLOYMENT OPPORTUNITY (Equal Opportunity Clause)

(For all awarded contracts that meet the definition of "federally assisted construction contract" provided in 41 CFR Part 60-1.3)

During the performance of this contract, the contractor agrees as follows:

1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

   Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or order this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

CIVIL RIGHTS COMPLIANCE PROVISIONS (CONTINUED)

8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

_____

Signature of Contractor's Authorized Official

_____

Name and Title of Contractor's Authorized Official

_____

Date

REQUIRED FORM
Bidder: Please complete this form and include with bid submission.

SECTION 3: RFQ SUBMISSION INSTRUCTIONS AND SPECIAL REQUIREMENTS

The following requirements and instructions **supersede** General Requirements where applicable.

3.1 SUBMISSION OF QUALIFICATIONS.

Each Respondent shall ensure that required parts of the RFQ response are completed with accuracy and submitted as per the requirements within this specifications packet, including any addenda.

Responses must be submitted in complete original form by mail or messenger to the following address:

Jefferson County Purchasing Department
1149 Pearl Street, 1st Floor
Beaumont, TX 77701

Respondent shall submit response in a tightly sealed opaque envelope or box, plainly marked "SEALED RFQ RESPONSE." The outside of the envelope of box shall also include the RFQ Number, RFQ Name, RFQ Due Date, and the Respondent's Name and Address; and shall be addressed to the Purchasing Agent.

The County requests that response submissions NOT be bound by staples or glued spines.

Respondent is responsible for submitting: One (1) original and five (5) response copies; with all copies to include a completed copy of this specifications packet, in its entirety.

Respondent shall monitor the Jefferson County Purchasing Department Website for any addenda, additional instructions, or RFQ updates. https://www.co.jefferson.tx.us/Purchasing/

Failure to return and/or complete all required documentation will result in a response being declared as non-responsive.

3.2 DEADLINE FOR RESPONSE SUBMISSIONS/DELIVERY.

All submissions must be received by 11:00 am CT, Wednesday, August 31, 2022

RFQ responses will be accepted at the above address until the time and date specified herein, and immediately after will be publicly opened and read aloud.

Late responses will not be accepted and will be returned unopened to the Respondent.

Jefferson County will not accept any responsibility for responses being delivered by third party carriers.

Jefferson County shall not be responsible for any effort or cost expended in the preparation of a response to this RFQ.

All responses submitted in response to this invitation shall become the property of Jefferson County and will be a matter of public record available for review.

All protests should be coordinated through the Purchasing Office prior to award recommendation to Commissioners' Court.

Please direct questions to **Mistey Reeves, Assistant Purchasing Agent** at 409-835-8593 or e-mail at mreeves@co.jefferson.tx.us. If no response in 72 hours, contact **Deborah Clark, Purchasing Agent** at 409-835-8593 or e-mail at dclark@co.jefferson.tx.us

3.3 COURTHOUSE SECURITY.

All visitors to the Courthouse must pass through Security. Respondents planning to hand deliver their RFQ response must allow time to get through Security, as a delay in entering the Courthouse will not be accepted as an excuse for late submittal. Mondays and Tuesdays are particularly heavy days.

In response to the Covid-19 pandemic, Jefferson County has implemented precautionary measures recommended by the CDC within its facilities. Respondents are strongly urged to plan accordingly.

3.4 COUNTY HOLIDAYS (2022).

January 17, 2022	Martin Luther King, Jr. Day	Monday
February 21, 2022	President's Day	Monday
April 15, 2022	Good Friday	Friday
May 30, 2022	Memorial Day	Monday
July 4, 2022	Independence Day	Monday
September 5, 2022	Labor Day	Monday
November 11, 2022	Veteran's Day	Friday
November 24 & 25, 2022	Thanksgiving	Thursday & Friday
December 23 & 26, 2022	Christmas	Friday & Monday
January 2, 2023	New Year's	Monday

3.5 SUBMISSIONS DURING TIME OF INCLEMENT WEATHER, DISASTER, OR EMERGENCY.

In case of inclement weather or any other unforeseen event causing the County to close for business on the date of a bid/proposal/statement of qualifications submission deadline, the RFQ closing will automatically be postponed until the next business day that County offices are open to the public. Should inclement weather conditions or any other unforeseen event cause delays in courier service operations, the County may issue an addendum to all known vendors interested in the project to extend the deadline. It will be the responsibility of the vendor to notify the county of their interest in the project should these conditions impact their ability to submit a bid/proposal/statement of qualifications submission before the stated deadline. The County reserves the right to make the final judgement call to extend any deadline.

Should an emergency or unanticipated event interrupt normal County processes, and bid/proposal/statement of qualifications submissions cannot be received by the Jefferson County Purchasing Department's office by the exact time specified in the RFQ and urgent County requirements preclude amendment to the RFQ, the time specified for receipt of Statements of Qualifications will be deemed to be extended to the same time of day specified in the solicitation on the first business day on which normal County processes resume.

Proposals will be opened publicly in a manner to avoid public disclosure of contents; however, only names of Proposers will be read aloud.

3.6 PRE-PROPOSAL CONFERENCE.

Due to the nature of this Request for Proposals, a Pre-Proposal Conference will not be held for this project.

3.7 QUESTIONS/DEADLINE FOR QUESTIONS.

Questions may be emailed to **Mistey Reeves, Assistant Purchasing Agent** at mreeves@co.jefferson.tx.us or faxed at 409-835-8456. If no response in 72 hours, contact **Deborah Clark, Purchasing Agent** at dclark@co.jefferson.tx.us or faxed at 409-835-8456.

The Deadline for asking questions or requesting additional information (in writing) is 5:00 pm, CT, August 24, 2022.

3.8 VENDOR REGISTRATION: SAM (SYSTEM FOR AWARD MANAGEMENT).

Vendors doing business with Jefferson County are **required** to be registered with The System for Award Management (SAM), with an "active" status. The System for Award Management (SAM) is the Official U.S. Government system that consolidated the capabilities of CCR/FedReg, ORCA, and EPLS. There is NO fee to register for this site. Entities may register at no cost directly from the SAM website at: https://www.sam.gov

In instances where a vendor has either an "Inactive" SAM Registration or is not currently registered with the System for Award Management, the Purchasing Department may *initially* accept proof (printout from the SAM website) that the vendor has begun the registration process in order for the IFB/RFQ/RFQ submission to be considered as "responsive" to the specifications for the project.

However, the SAM Registration must be completed (showing "active" status, with no exclusions) prior to the award and/or execution of an agreement or contract for the project.

3.9 FORM 1295 SUBMISSION REQUIREMENT (TEXAS ETHICS COMMISSION).

ALL NON-EXEMPT RESPONDENTS ARE REQUIRED TO SUBMIT COMPLETED FORM 1295 WITH RFQ RESPONSE SUBMISSION.

INSTRUCTIONS:

(1) Submit a FORM 1295 online via the Texas Ethics Commission website link below.
Vendors must enter the required information on Form 1295, and print a copy of the completed form.
The form will include a certification of filing that will contain a unique certification number.

2. Submit a FORM 1295 hard copy (completed & signed by an Authorized Agent of the Awarded Vendor), to the Jefferson County Purchasing Department WITH RFQ SUBMISSION.

FORM 1295, Completion Instructions, and Login Instructions are available via the Texas Ethics Commission Website at:
https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

SAMPLE: A sample of a completed FORM 1295 is included on PAGE 28.

FORM 1295 Implementation Background:

In accordance with House Bill 1295 (passed January 1, 2016), Vendors entering into contracts and professional agreements with Jefferson County will be required to complete a Certificate of Interested Parties (FORM 1295), **unless contract is considered exempt as described below.**

In 2017, the Texas legislature amended the law to require Form 1295 to include an "unsworn declaration" which includes, among other things, the date of birth and address of the authorized representative signing the form. The unsworn declaration, including the date of birth and address of the signatory, replaces the notary requirement that applied to contracts entered into before January 1, 2018. The TEC filing application does not capture the date of birth or street address of the signatory and it will not appear on forms that are filed using the TEC filing application.

Changes to the law requiring certain businesses to file a Form 1295 are in effect for contracts entered into or amended on or after January 1, 2018. The changes exempt businesses from filing a Form 1295 for certain types of contracts and replace the need for a completed Form 1295 to be notarized. Instead, the person filing a 1295 needs to complete an "unsworn declaration."

FORM 1295 EXEMPTIONS:

What type of contracts are exempt from the Form 1295 filing requirement under the amended law?

The amended law adds to the list of types of contract exempt from the Form 1295 filing requirement.

A completed Form 1295 is not required for:

- a sponsored research contract of an institution of higher education
- an interagency contract of a state agency or an institution of higher education
- a contract related to health and human services if: the value of the contract cannot be determined at the time the contract is executed; and o any qualified vendor is eligible for the contract
- a contract with a publicly traded business entity, including a wholly owned subsidiary of the business entity
- a contract with an electric utility, as that term is defined by Section 31.002, Utilities Code
- a contract with a gas utility, as that term is defined by Section 121.001, Utilities Code

SAMPLE: FORM 1295

CERTIFICATE OF INTERESTED PARTIES — FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

YOUR FIRM NAME HERE

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

**JEFFERSON COUNTY, TEXAS*

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

BID/CONTRACT/PO NUMBER GOES HERE

4 Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
		Controlling	Intermediary
NAME OF PERSON/PERSONS THAT OWN BUSINESS GOES HERE. MUST LIST ANY PERSON THAT DOES NOT WORK FOR THE COMPANY LISTED IN #1 THAT WILL PROFIT FROM THE BID/CONTRACT/PO			

5 Check only if there is NO Interested Party. ☐ **ONLY CHECK IF NO CONTROLLING OR INTERMEDIARY PARTY**

6 UNSWORN DECLARATION — Vendor is to complete #6 - Unsworn Declaration

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____ County, State of _____, on the _____ day of _____, 20_____.
(month) (year)

_____
Signature of authorized agent of contracting business entity
(Declarant)

ADD ADDITIONAL PAGES AS NECESSARY

Form provided by Texas Ethics Commission www.ethics.state.tx.us Revised 12/22/2017

Must file online at www.ethics.state.tx.us/File

RESPONDENT: INSERT COMPLETED FORM 1295 BEHIND THIS PAGE.

BIDDER: INSERT PROOF OF SYSTEM FOR AWARD MANAGEMENT (SAM) REGISTRATION PROOF HERE. THE WEBSITE FOR REGISTRATION IS SAM.GOV.

3.10 CONFIDENTIAL/PROPRIETARY INFORMATION.

If any material in the Statement of Qualifications is considered by Respondent to be confidential or proprietary information (including manufacturing and/or design processes exclusive to the Respondent), Respondent **must** clearly mark the applicable pages of Respondent's Statement of Qualifications to indicate each claim of confidentiality. Additionally, Respondent must include a statement on company letterhead identifying all Statement of Qualifications section(s) and page(s) that have been marked as confidential. Jefferson County will protect from public disclosure such portions of a Statement of Qualifications, unless directed otherwise by legal authority, including existing open records acts. Merely making a blanket claim that the entire Statement of Qualifications submission is protected from disclosure because it contains some proprietary information is not acceptable, and will make the entire Statement of Qualifications subject to release under the Texas Public Information Act.

By submitting a Statement of Qualifications, Respondent agrees to reproduction by Jefferson County, without cost or liability, of any copyrighted portions of Respondent's Statement of Qualifications submission or other information submitted by Respondent.

3.11 EVALUATION SCORING CRITERIA FOR RFQ RESPONSES

The appointed Evaluation Committee will consider the following criteria in evaluating responses:

Narrative of Proposed Services/Approach.....25 points

Technical, Administrative, and Fiscal Capacity to Provide Services.....25 points

Past Project Performance and References.....20 points

Past Experience on Similar Projects.....20 points

Firm's Staff Qualifications.....10 points

RESPONDENT INFORMATION FORM

Instructions: Complete the form below. Please provide legible, accurate, and complete contact information. PLEASE PRINT.

RFQ Number & Name: (RFQ 22-047) Contractor Qualifications for Residential Home Elevation for HMA, TWDB and BRIC Disaster Funding Recipients

Respondent's Company/Business Name: _____

Respondent's TAX ID Number: _____

If Applicable: **HUB Vendor No.** _____ **DBE Vendor No.** _____

Contact Person: _____ **Title:** _____

Phone Number (with area code): _____

Alternate Phone Number if available (with area code): _____

Fax Number (with area code): _____

Email Address: _____

Mailing Address (Please provide a physical address for bid bond return, if applicable):

_____
Address

_____
City, State, Zip Code

REQUIRED FORM
Respondent: Please complete this form and include with RFQ submission.

VENDOR REFERENCES FORM

Respondent: Please list at least three (3) companies or governmental agencies (preferably a municipality) where the same or similar products and/or services as contained in this specification package were recently provided.

REQUIRED FORM
Respondent: Please complete this form and include with RFQ submission.

REFERENCE ONE

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ Fax: _____

Email Address: _____ Contract Period: _____

Scope of Work: _____

REFERENCE TWO

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ Fax: _____

Email Address: Contract Period: _____

Scope of Work: _____

REFERENCE THREE

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ Fax: _____

Email Address: Contract Period: _____

Scope of Work: _____

SIGNATURE PAGE

As permitted under Article 4413 (32c) V.A.C.S., other governmental entities may wish to participate under the same terms and conditions contained in this contract (i.e., piggyback). In the event any other entity participates, all purchase orders will be issued directly from and shipped directly to the entity requiring supplies/services. Jefferson County shall not be held responsible for any orders placed, deliveries made or payment for supplies/services ordered by another entity. Each entity reserves the right to determine their participation in this contract.

Would Respondent be willing to allow other governmental entities to piggyback off this contract, if awarded, under the same terms and conditions?.....**Yes** ☐ **No** ☐

This Statement of Qualifications/RFQ Response shall remain in effect for ninety (90) days from RFQ opening and shall be exclusive of federal excise and state and local sales tax (exempt).

The undersigned agrees, if this RFQ response is accepted, to furnish any and all items upon which prices are offered, at the price and upon the terms and conditions contained in the Request for Statements of Qualification, Conditions of RFQ Response, Terms of Contract, and Specifications and all other items made a part of the accepted contract.

The undersigned affirms that they are duly authorized to execute the contract, that this company, corporation, firm, partnership or individual has not prepared this RFQ response in collusion with any other Respondent, and that the contents of this RFQ response as to prices, terms or conditions of said response have not been communicated by the undersigned nor by any employee or agent to any other RFQ Respondent or to any other person(s) engaged in this type of business prior to the official opening of this RFQ. And further, that neither the Respondent nor their employees nor agents have been for the past six (6) months directly nor indirectly concerned in any pool or agreement or combination to control the price of goods or services on, nor to influence any person to respond or not to respond thereon.

RFQ Respondent (Entity Name)	Signature
Street & Mailing Address	Print Name
City, State & Zip	Date Signed
Telephone Number	Fax Number
E-mail Address	

REQUIRED FORM
<u>Respondent</u>: Please complete this form and include with RFQ submission.

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The Contractor, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

_____

Signature of Contractor's Authorized Official

_____

Name and Title of Contractor's Authorized Official *(Please Print)*

_____

Date

REQUIRED FORM
Respondent: Please complete this form and include with RFQ submission.

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether sub-awardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.

2. Identify the status of the covered Federal action.

3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.

4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the sub-awardee, e.g., the first sub-awardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.

5. If the organization filing the report in item 4 checks "Sub-awardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.

6. Enter the name of the federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.

7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.

8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFQ) number; Invitations for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Included prefixes, e.g., "RFQ-DE-90-001."

9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.

10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).

11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503

Approved by OMB
0348-0046

Disclosure of Lobbying Activities

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure)

Type of Federal Action: a. contract ____ b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	**Status of Federal Action:** a. bid/offer/application _____ b. initial award c. post-award	**Report Type:** a. initial filing _____ b. material change
Name and Address of Reporting Entity: ____ Prime _____ Sub-awardee Tier_____, if Known: **Congressional District, if known:**	**If Reporting Entity in No. 4 is Sub-awardee,** Enter Name and Address of Prime: **Congressional District, if known:**	
Federal Department/Agency:	**7. Federal Program Name/Description:** CFDA Number, *if applicable*: _____	
Federal Action Number, *if known:*	**9. Award Amount**, *if known:* **$**	
10. a. Name and Address of Lobbying Registrant *(if individual, last name, first name, MI):*	**b. Individuals Performing Services** *(including address if different from No. 10a)* *(last name, first name, MI):*	
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.	**Signature:** _____ **Print Name:** _____ **Title:** _____ **Telephone No.:** _____ **Date:** _____	
Federal Use Only	**Authorized for Local Reproduction** **Standard Form - LLL (Rev. 7-97)**	

REQUIRED FORM
<u>Respondent</u>: Please complete this form and include with RFQ submission.

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

(A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;

(B) a transaction conducted at a price and subject to terms available to the public; or

(C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

***

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds $2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than $100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

Form provided by Texas Ethics Commission www.ethics.state.tx.us Revised 11/30/2015

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. *See* Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 **Name of vendor who has a business relationship with local governmental entity.**

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information in this section is being disclosed.**

Name of Officer

This section (item 3 including subparts A, B, C, & D) must be completed for each officer with whom the vendor has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more?

☐ Yes ☐ No

D. Describe each employment or business and family relationship with the local government officer named in this section.

4

Signature of vendor doing business with the governmental entity

Date

Adopted 8/7/2015

REQUIRED FORM
Respondent: Please complete this form and include with RFQ submission.

LOCAL GOVERNMENT OFFICER
CONFLICTS DISCLOSURE STATEMENT – OFFICE USE ONLY

LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT

FORM CIS

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This is the notice to the appropriate local governmental entity that the following local government officer has become aware of facts that require the officer to file this statement in accordance with Chapter 176, Local Government Code.

OFFICE USE ONLY

Date Received

1 **Name of Local Government Officer**

2 **Office Held**

3 **Name of vendor described by Sections 176.001(7) and 176.003(a), Local Government Code**

4 **Description of the nature and extent of employment or other business relationship with vendor named in item 3**

5 **List gifts accepted by the local government officer and any family member, if aggregate value of the gifts accepted from vendor named in item 3 exceeds $100 during the 12-month period described by Section 176.003(a)(2)(B).**

Date Gift Accepted _____ Description of Gift _____

Date Gift Accepted _____ Description of Gift _____

Date Gift Accepted _____ Description of Gift _____

(attach additional forms as necessary)

6 **AFFIDAVIT**

I swear under penalty of perjury that the above statement is true and correct. I acknowledge that the disclosure applies to each family member (as defined by Section 176.001(2), Local Government Code) of this local government officer. I also acknowledge that this statement covers the 12-month period described by Section 176.003(a)(2)(B), Local Government Code.

_____
Signature of Local Government Officer

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20 _____, to certify which, witness my hand and seal of office.

_____
Signature of officer administering oath | Printed name of officer administering oath | Title of officer administering oath

Adopted 8/7/2015

THIS FORM IS FOR OFFICE USE ONLY

RESIDENCE CERTIFICATION/TAX FORM

Pursuant to Texas Government Code §2252.001 *et seq*., as amended, Jefferson County requests Resident Certification. §2252.001 *et seq*. of the Government Code provides some restrictions on the awarding of governmental contracts; pertinent provisions of §2252.001 are stated below:

(3) "Non-resident RFQ Respondent" refers to a person who is not a resident.

(4) "Resident RFQ Respondent" refers to a person whose principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

☐ I certify that _____ [company name] is a Resident Respondent of Texas as defined in Government Code §2252.001.

☐ I certify that _____ [company name] is a Non-Resident Respondent as defined in Government Code §2252.001 and our principal place of business is _____ _____ (city and state).

Taxpayer Identification Number (T.I.N.):	
Company Name submitting bid/proposal/response:	
Mailing address:	
If you are an individual, list the names and addresses of any partnership of which you are a general partner:	

Property: List all taxable property owned by you or above partnerships in Jefferson County.

Jefferson County Tax Acct. No.*	Property address or location**

* This is the property amount identification number assigned by the Jefferson County Appraisal District.

** For real property, specify the property address or legal description. For business property, specify the address where the property is located. For example, office equipment will normally be at your office, but inventory may be stored as a warehouse or other location.

REQUIRED FORM
<u>Respondent</u>: Please complete this form and include with RFQ submission.

HOUSE BILL 89 VERIFICATION

I, _____, the undersigned representative of (company or business name)_____ (heretofore referred to as company) being an adult over the age of eighteen (18) years of age, after being duly sworn by the undersigned notary, do hereby depose and verify under oath that the company named above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270:

1. Does not boycott Israel currently; and
2. Will not boycott Israel during the term of the contract.

Pursuant to Section 2270.002, Texas Government Code:

1. "**Boycott Israel**" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made ordinary business purposes; and

2. "**Company**" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or an limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business association that exist to make a profit.

_____
Signature of Company Representative

_____
Date

On this _____ day of _____, 20____, personally appeared

_____, the above-named person, who after by me being duly sworn, did swear and confirm that the above is true and correct.

Notary Seal

_____
Notary Signature

_____
Date

REQUIRED FORM
<u>Respondent</u>: Please complete this form and include with RFQ submission.

SENATE BILL 252 CERTIFICATION

On this day, I, Deborah L. Clark, Purchasing Agent for Jefferson County, Texas, pursuant to Texas Government Code, Chapter 2252, Section 2252.152 and Section 2252.153, certify that I did review the website of the Comptroller of the State of Texas concerning the listing of companies that is identified under Section 806.051, Section 807.051, or Section 2253.253 and I have ascertained that the below named company is not contained on said listing of companies which do business with Iran, Sudan, or any Foreign Terrorist Organization.

_____

Company Name

_____

IFB/RFP/RFQ number

Certification check performed by:

_____

Purchasing Representative

_____

Date

REQUIRED FORM
Respondent: Please complete this form and include with RFQ submission.

RESPONDENT'S CERTIFICATION

I have carefully examined the Request for Proposal Specifications, and any other documents accompanying or made a part of this Request for Proposals.

I hereby propose to furnish the goods or services specified in the Request for Proposal. I agree that my proposal will remain firm for a period of up to **90 days** in order to allow Jefferson County adequate time to evaluate the qualifications submitted.

I verify that all information contained in this proposal is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this proposal on behalf of the firm as its act and deed and that the firm is ready, willing and able to perform if awarded the contract.

I further certify, under oath, that this proposal is made without prior understanding, agreement, connection, discussion, or collusion with any other person, firm or corporation submitting a proposal for the same product or service: no officer, employee or agent of Jefferson County or any other Respondent is interested in said proposal: and that the undersigned executed this Respondent's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

_____
NAME OF BUSINESS

BY:

_____
SIGNATURE

_____
NAME & TITLE, TYPED OR PRINTED

_____
MAILING ADDRESS

_____
CITY, STATE, ZIP CODE

(___) _____
TELEPHONE NUMBER

Sworn to and subscribed before me
this _____day of
_____, 2022

_____
Notary Public

State of _____

My Commission Expires: _____

REQUIRED FORM
<u>Respondent</u>: Please complete this form and include with RFQ submission.

JEFFERSON COUNTY PURCHASING DEPARTMENT
Deborah L. Clark, Purchasing Agent

1149 Pearl Street
1st Floor, Beaumont, TX 77701

OFFICE MAIN: (409) 835-8593
FAX: (409) 835-8456

Addendum to RFQ

RFQ NUMBER: RFQ 22-047/MR

RFQ TITLE: Contractor Qualifications for Residential Home Elevations for HMA, TWDB and BRIC Disaster Funding Recipients, Pursuant to Chapter 262, Texas Local Government Code, the County Purchasing Act and 2 CFR Section 200.318-326

RFQ DUE BY: **11:00 am CT, Wednesday, August 31, 2022**

ADDENDUM NO.: 1

ISSUED (DATE): August 23, 2022

To RFQ Respondent: This Addendum is an integral part of the RFQ package under consideration by you as a Respondent in connection with the subject matter herein identified. Jefferson County deems all sealed qualifications to have been proffered in recognition and consideration of the entire RFQ Specifications Package – *including all addenda*. For purposes of clarification, **receipt of this present Addendum by a Respondent should be evidenced by returning it (signed) as part of the Respondent's sealed RFQ response submission.** If the RFQ response submission has already been received by the Jefferson County Purchasing Department, Respondent should return this addendum in a separate sealed envelope, clearly marked with the RFQ Title, RFQ Number, and RFQ Opening Date and Time, as stated above.

Reason for Issuance of this Addendum:
Vendor Questions

The information included herein is hereby incorporated into the documents of this present RFQ matter and supersedes any conflicting documents or portion thereof previously issued.

Receipt of this Addendum is hereby acknowledged by the undersigned Respondent:

ATTEST:

_____
Witness

_____
Witness

Approved by ____ Date: _____

_____
Authorized Signature (Respondent)

_____
Title of Person Signing Above

_____
Typed Name of Business or Individual

_____
Address

JEFFERSON COUNTY PURCHASING DEPARTMENT
Deborah L. Clark, Purchasing Agent

1149 Pearl Street
1st Floor, Beaumont, TX 77701

OFFICE MAIN: (409) 835-8593
FAX: (409) 835-8456

1. Question: Since our submission of a Statement of Qualifications will not include any bids at this time, may we assume no bid bond is required? If a bid bond is required, what amount should be bonded?
   Answer: No bid bond is due upon submission of your response to this Request for Statement of Qualifications. The bid bond will be required within ten (10) days of signing a contract with the County. This Request for Statement of Qualifications will be used to select qualified vendors to engage in contract negotiations for contracts. The bid bond amount will be determined when negotiations have been completed and a contract for the project has been executed.

1245 West Cardinal Drive, Beaumont, TX 77705

877.390.5438

www.excellohomes.com

Elevation Agreement

Introduction Parties

This agreement is made by and between Excello Homes as the contractor and among the County of Jefferson (COUNTY) each of whom is a party hereto enter who are collectively referred to herein as the parties and is effective upon the full execution of this agreement with the date of the last party executing hereto.

In exchange for the mutual promises contained herein, another good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed, the parties agree as follows:

Article 1. Description of Professional Services

Contractor will perform professional residential services associated with turnkey elevation services located in Jefferson County as described in contractor's completed work write up a project cost sheet attached hereto as Plans and Specifications (Exhibit A). It is understood and agreed that the time for performance of the Scope of Services under this AGREEMENT shall begin with CONTRACTOR'S receipt of the NOTICE TO PROCEED. A NOTICE TO PROCEED shall not be issued until after a Purchase Order has been issued by the COUNTY Purchasing Agent. The professional services shall be provided subject to the terms and conditions herein. CONTRACTOR shall not commence any work under this AGREEMENT until all applicable certificates of insurance and payment/performance bonds have been approved by the COUNTY, a Purchase Order has been issued, and a NOTICE TO PROCEED has been issued by the COUNTY

Article 2 Administrative Contacts

The following persons are designated by each receptive party here to serve as that parties contact for purposes of administrating this agreement and the following list the contact information for each receptive parties' designee:

Jefferson County:
Mistey Reeves
Asst. Purchasing Agent
Jefferson County Purchasing Department
Phone: 409-835-8693
mreeves@co.jefferson.tx.us

Contractor:
Name of Company: Excello Homes
Name of Designated Contact Person: Jim Griffin
Address: 1245 W Cardinal Dr Beaumont TX 77705
Telephone: 877.390.5438
Email Address: jgriffin@excellohomes.com

Homeowners:

Name of homeowner(s) (list all persons and are entities listed as current grantees within real property records on file in the jurisdiction for the property);

Name of Title of the Property Is In: TBD

Homeowners Contact: TBD

Address of Homeowner: TBD

Telephone (Primary and Secondary): TBD

Email Address: TBD

*Only those people(s) listed within the real property records on file in the Office of the Jefferson County Clerk as a current Grantee of the PROPERTY may serve as the HOMEOWNER'S designated contact(s) under this AGREEMENT. If HOMEOWNER wishes to designate any other person, the HOMEOWNER must provide a certified copy of a Power of Attorney covering such a transaction to the COUNTY or provide a certified copy of letters of appointment as Guardian of the Estate covering the person listed as Grantee of the PROPERTY. Such certified documents must be on file with the COUNTY prior to execution of this AGREEMENT.

Article 3. Acronyms and Definitions

A. Acronyms. The following acronyms have them meanings ascribed herein for purposes of this agreement:

1. **ADA** means The Americans with Disabilities Act an implementing regulation.
2. **FEMA** means The United States Department of Homeland security Federal Emergency Management Agency.
3. **GSA** means the United States General Services Administration.
4. **HMA Unified Guidance** means the Hazard Mitigation Assistance Unified Guidance published June 1, 2010, by feet by FEMA and which provides federal guideline requirements in the GRANT Program.
5. **ICC** means "Increased Cost of Compliance" and here in refers to that coverage under the national flood insurance program under which the non-federal share of cost may be claimable.
6. **NFIA** means the National Flood Insurance Act of 1968, as amended.
7. **NFIP** means the National Flood Insurance Program.
8. **FMA** means Flood Mitigation Assistance an refers to the Flood Mitigation Assistance Program to assist in the effort to reduce or eliminate the risk of repetitive flood damage to structures insurable under the National Flood Insurance Program.
9. **IRC** means International Residential Code.
10. **Construction Delay** means any calendar day(s) that were caused by documented inclement weather and/or revisions to plans and specifications requested by contractor's engineer. The construction delay effects the completion date.
11. **TWIA** means the Texas Windstorm Insurance Association that pool of property and casualty insurance companies authorized to write Windstorm coverage in Texas in accordance with State law.

B. **Definitions.** The following terms shall have the meanings ascribed herein for purposes of this agreement. Defined terms are also indicated using parenthetical.

1. **Agreement** means this agreement in all exhibits attached here to that are incorporated herein, which are the following Exhibits:
   a. Exhibit A: Contractors Completed Work Write-Up / Project Cost Sheet (Plans and Specifications)
   b. Exhibit B Turnkey Elevation Work to Be Performed
   c. Exhibit C: Elevation Contractors Draw Schedule
2. **Bond** means a payment bond and performance bond each an amount equal to the elevation contract amount issued by solvent company authorized to do business in the state, which is compliant with all legal requirements, as security for the faithful payment of all contractor's obligation under this agreement.
3. **Commencement Date** means the date that is represented on the notice to proceed and is delivered from the Jurisdiction / State /Administrator.
4. **Completion Date** means the 120-workday following the commencement date.
5. **Contractor** means Byrdson Services, LLC DBA Excello Homes is responsible for completing the home elevation under this agreement.
6. **Jurisdiction** means Municipality / County /City which is administrating GRANT program through its grant administrator.
7. **Elevation Amount** means the total amount contractor is charging to elevate improvements at the property as defined in plans and specifications (Exhibit A), contract amount **does not** include non-elevation costs.
8. **Elevation Cost** means the miscellaneous cost itemized and plans and specifications (Exhibit A) as elevation cost elevation are those costs arising from certain structure elevation activities and their associated cost which are eligible cost under the GRANT program in accordance with FEMA.
9. **Code Minimum** means work is to be performed at IRC standards of the adopted year.
10. **Final Completion** means when the improvements are fit for their intended use in accordance with the plans and specifications (Exhibit A), in all the following have been executed and delivered to the County:
    a. Certificate of Occupancy or Certificate of Completion for the home from applicable governmental authorities, local jurisdictions and/or third party with certification authority;
    b. A final inspection report from the contractor signed by and approve inspector showing the 100% of the construction covered by this agreement has been completed in accordance with this agreement including but not limited to:
       i. verified work completed in compliance with terms of grant;
       ii. verify design Engineering compliance;
       iii. verified ADA compliance (if required);
       iv. Submit copy of new elevation certificate FEMA form
11. **Lien Waiver Affidavit** means documents that states contractor liabilities and bills have been paid.
12. **Homeowner** means the eligible applicant(s) and recipient of GRANT elevation grant funds under this agreement as identified in the introduction of this agreement.
13. **Improvements** means that the single-family residence and related improvements eligible for elevation under the GRANT Program and to be elevated at the property, as set forth in the work

order in accordance with the corresponding plans and specifications (Exhibit A) approved by the jurisdiction. The elevation of that single-family residence may consist of the following;

a. Slab elevation;
b. Slab separation and elevation;
c. Pier and beam elevation;
d. Piling and beam elevation;
e. Demolition /removal;
f. Project scoping;
g. Engineering design;
h. Other as specified in Plans and Specifications (Exhibit A)

14. **Homeowner Upgrades** means any work requested by the homeowner above the eligible grant allowed work defined in the plans and specifications (Exhibit A). The cost of the additional work is at the homeowner expense.
15. **Mitigation Amount** means the amount equal to the total budgeted project hard cost minus non elevation cost as described in plans and specifications (Exhibit A), in accordance with each term and condition of this agreement. This price for specific items of work is stated in plans and specifications (Exhibit A).
16. **Non-Elevation Cost** is defined as the miscellaneous cost itemized in plans and specifications exhibit a comma as non-elevation cost if any. Non elevation cost includes those costs arising from certain structure elevation activities and their associated costs which are ineligible cost under the GRANT program. Such costs are **not eligible** for reimbursement with grant funds and cannot be payable to the contractor directly from homeowner. Non elevation and it's ensuing cost are pursuant to a separate contract solely between homeowner and contractor, but not incorporated into this agreement.
17. **Plans and Specifications** means the final working drawings and specifications for the elevation of the improvements at the property, as provided by contractor and engineer. Plans and Specifications are attached to this agreement as (Exhibit A).
18. **Program** means the Jurisdiction/Administrator of this grant program.
19. **Property** means that certain parcel of real property that is the site of the home to be elevated an includes the real property, the home, and other improvements on the real property parcel and is not part of this agreement.
20. **Temporary Housing** means a place to live for a limited period of time and for the purpose of this agreement further means the lodging cost incurred by homeowner during the period of time that homeowner is displaced from their home due to eligible elevation to such home. The reimbursement for temporary housing will be determined by the Program Administrator/Jurisdiction. These monies cannot be paid by the contractor. TEMPORARY HOUSING eligible for reimbursement includes solely reasonable incurred lodging costs. Such reasonable incurred lodging costs, as evidenced by copies of receipts and proof of payment to be provided by HOMEOWNER to COUNTY, are eligible for 100% reimbursement to HOMEOWNER from this GRANT Program provided that the PROPERTY is HOMEOWNER'S PRIMARY RESIDENCE and provided that such incurred costs are attributable to only that period of time that TEMPORARY HOUSING is necessary because HOMEOWNER is displaced from their home, their PRIMARY RESIDENCE, due to eligible elevation or mitigation reconstruction. TEMPORARY HOUSING is on a reimbursement basis (100% reimbursement) and thus is not included in calculating HOMEOWNER'S LOCAL SHARE AMOUNT that must be paid at the time of signing MITIGATION

OFFER. TEMPORARY HOUSING costs are reasonable if in amounts less than or equal to the per diem rates established by the GSA for the location that the WORKSITE is located within.

21. **Work Order** is also referred as Work Write-Up Project Cost Sheet as defined in an is attached hereto as plans and specifications (Exhibit A).
22. **Worksite** means the site within the property where the elevation is occurring and any surrounding area within the property necessary for contractor's ingress to, egress from, and performance of the elevation work.

ARTICLE IV. ELEVATION OF IMPROVEMENTS FINANCIAL SUMMARY AND DRAW SCHEDULE

1. **Financial Summary**

Contract Amount	**$TBD**
***Non-Elevation Cost (paid separately)**	**if needed on a separate contract**

*Non-Elevation cost are pursuant to a separate agreement between homeowner and contractor.

2. **Payments to Contractor/ Draw Schedule**
   a. Elevation Contractor Draw Schedule is attached here to as (Exhibit C) for the elevation projects eligible in the GRANT program. The contractor shall be entitled to request up to four (4) disbursements from the elevation contract amount after completion of each phase of the work and supplemental required documents.

ARTICLE V. HOMEOWENR'S OBLIGATIONS

A. **HOMEOWNER's Portion of the ELEVATION or MITIGATION RECONSTRUCTION CONTRACT AMOUNT: HOMEOWNER must pay the total of the LOCAL SHARE AMOUNT in the form of a check made payable to JEFFERSON COUNTY at the time of signing this AGREEMENT. Eligible HOMEOWNERs may receive a refund up to the full LOCAL SHARE AMOUNT through an ICC claim. HOMEOWNER may receive one hundred percent (100%) reimbursement for eligible TEMPORARY HOUSING costs incurred by HOMEOWNER up to the FEMA approved amount, as eligible TEMPORARY HOUSING costs are allowable PROJECT HARD COSTS in the GRANT program.**

B. **Taxes**: Homeowner will pay all real estate taxes an assessment of every kind on the property before the same become delinquent and jurisdiction may at any time require homeowner to provide evidence that taxes have been paid current period property taxes may be paid current be deferred or homeowner must be current on payment plan with the jurisdiction tax assessor and collector in order to avoid any delinquency.

C. **Homeowner Cooperation**: Homeowner will cooperate generally with a reasonable request of contractor, Jurisdiction, and FEMA as such request related to elevation repairs, or installation of the improvements. Homeowner will cooperate with contractor in arranging for inspections by representative of the Jurisdiction of the progress of the elevation from time to time and will promptly comply with Jurisdictions requirements or satisfy any objections regarding construction of the improvements or the progress thereof.

D. Liens: HOMEOWNER will not suffer or permit any mechanics' or materialmen's lien claims to be filed or otherwise asserted against the PROPERTY or any funds due CONTRACTOR and will promptly discharge the same in case of the filing of any claims for lien or proceedings for the enforcement thereof; provided however, that HOMEOWNER shall have the right to contest in

good faith and with reasonable diligence the validity of any such liens or claim on furnishing to the COUNTY such security or indemnity as the COUNTY may reasonable require.

E. **Utilities**: Homeowner is responsible for authorizing the disconnection of electrical, telephone, cable and gas as directed by the contractor. Homeowner is responsible for all utility bills during elevation. Homeowner is responsible for authorizing reconnection of all utilities as directed by the contractor. Any upgrades required by utility company for reconnection are not eligible cost hereunder.

F. **Homeowner understands that all work will be done according to code minimum.** All aesthetic work such as stucco, skim coat, stamped concrete, larger catwalks and decks, upgraded decking materials, metal handrails, concrete stairs, spiral stairs, cantilever steel supports are not considered an allowable grant eligible cost. Homeowner further understands that some architectural plans or home renderings may depict non allowable costs. Any such depictions are not included in the scope of this agreement and are not grant allowable costs. Routine homeowner maintenance is suggested to maintain the integrity of the pressure treated wood decking and stairs.

G. **Duty to Inform**: Homeowner is responsible for informing the contractor of any known property hazards such as asbestos, lead paint, buried lines, tanks, septic systems, water wells, bees, and propane tanks. Homeowner is also responsible for notifying contractor before signing the agreement if the homeowner has medical issues which could entitle the homeowner to special types of access facilities. In case where a homeowner or member of the homeowner's family has a permanent physical disability, a physician's written certification is required before handicapped, special needs access facilities can be allowed as in eligible elevation cost. Please inform the program administrator and our municipality of any special accessibility needs, please send the physician's certification directly to the program administrator and our municipality. Contractor is not responsible for determining if homeowner receives the ADA access routes.

H. **Landscaping:** Homeowner shall be solely responsible for removing, storing, and replacing any existing landscaping, speakers and landscape lighting that homeowner wishes to retain prior to the start of the work. The contractor is not responsible for the lighting and/or speakers or reinstallation of the lighting and/or speakers. Contractor is not responsible for any rock gardens. Homeowner may at their own expense bring in and install specialized dirt prior to the installation of grass so long as it does not delay the completion of the project. This request from the homeowner must be done in writing by the homeowner, no later than the second phase of the elevation project. Contractor is not responsible for the sprinkler system, or any components necessary for sprinkler system to function. Including, shutoff valve, backflow preventer, main lines, sprinkler zones, zone lines, valves, heads, controller. The contractor is not responsible for any mosquito misting and our bug control systems.

I. **Concrete**: Decorative concrete, stamped concrete, tile, stone are considered homeowner upgrade. Any concrete are curbs that must be removed to facilitate home elevation will be replaced with standard concrete in the areas removed. Sidewalks and driveways that are damaged prior to commencement of project will not be replaced. Predetermined concrete damage have been documented by the contractor. Any concrete that the contractor removes for access during the elevation process will be repaired. During the mobilization phase heavy machinery will be transported on homeowner property. This weighty equipment is necessary for the elevation process. Due to the substantial load of said equipment some inevitable cracks

could occur on driveways and sidewalks. Contractor will repair any additional cracks visualized after elevation which were not previously documented with a recommended masonry product. Homeowner cannot request any additional sidewalks, ramps, concrete patios to be framed and poured. Any additional concrete work is considered a homeowner upgrade and is not allowed by the elevation program. The addition of skim coat and stucco or/any other aesthetic work to the slab or columns are considered homeowner non-eligible work / homeowner upgrades and are at the expenses of the homeowner and not included in this agreement. If necessary, the contractor will pour a concrete pad at the end of the stairs.

J. **AC Heating System:** The contractor will disconnect and reconnect the outdoor AC unit(s) as necessary. The HVAC Unit(s) will be secured on a steel platform attached to the slab and raised with the home. Homeowner understands that if the unit is low on freon, contractor will inform the homeowner and give them the option to pay for the freon directly to the AC contractor. Contractor is not responsible for any aspects of the functionality of the indoor-outdoor units, or the pilot lights for heaters. Contractor is not responsible for condenser and or machinery connected to AC System. Contractor will work with the homeowner to reconnect the AC systems as soon as feasibly possible. Contractor is not responsible for any damage to home or personal belongings caused by mold or elevated levels of humidity.

K. **Electrical**: Contractor is responsible for the disconnection and reconnection of electrical lines to the home. Homeowner understands that bringing all electrical up to code is outside the scope of this project. Homeowner understands that lighting and outlets below base flood elevation is considered a homeowner upgrade and outside the scope of this project.

L. **Plumbing Systems**: Contractor is responsible for disconnecting and reconnecting the sewer water gas line as well as, making repairs to the plumbing under the home. Homeowner understands that repairing plumbing system inside the home are bringing the plumbing system up to code or outside the scope of this agreement. Further, Homeowner understands that repairing septic systems, lift stations, sump pumps are the installation of a new sewer lines are taps are outside the scope of this grant agreement. Existing water spigots that are attached to the home will be brought to ground level and will be properly insulated according to code. Any additional spigots are at homeowners' expense and must be requested in writing by the homeowner during phase two (2) of the elevation process. Homeowner cannot request or direct plumber or subcontractor to complete any additional work.

M. **Fences /Walls:** Contractor will detach fences and reset fences and walls as necessary to facilitate the elevation project. Contractor is not responsible for fencing that are damaged, rotten or not installed properly prior to commencement of this project. Existing wood walls covered in stucco and CMU walls that do not have proper foundation or footers, (determined by contractor) are not the responsibility of the contractor to repair or reconnect after the elevation process.

N. **Insulation under the Home:** (if required by engineer): Contractor will provide under the livable space (not garages) of their raised slab, sprayed insulation equivalent to R-13. It will have an average depth of 2 inches with a minimum of 1.5 inches. If homeowner request insulation above 2 inches depth, a written change order must be executed during phase two (2) and/ or before work begins and the additional cost will be at the homeowner's expense.

O. **Columns/Piers:** Construction and placement will be determined by the contractor's professional engineer.

P. **Steel Beams:** Some homes will require steel beams to support the original slab of the home. Placement and size and number will be determined by the contractor's professional engineer.

Q. **ADA Personal Lift:** (Approved by the Jurisdiction or Program Administrator) The ADA lift will be installed per program requirements; the personal lift will be an external non-enclosed lift that will meet FEMA guidelines. The selection of the ADA personal lift will be provided by the contractor. The standard lift is a two (2) stop lift. A three (3) stop lift is considered an upgrade and will require a written change order, the homeowner will assume the additional cost. The change order will need to be submitted prior to completion of phase two (2) of the elevation process.

R. **Flood Vents:** (in areas where required) Contractor will install the flood vents according to FEMA guidelines. The specific type, locations and number of flood vents will be the decision of the contractor. Ornamental and engineered flood vents are homeowner upgrades and outside the grant eligible cost.

S. **CMU Wall:** (in areas where required) All walls will be constructed of standard CMU blocks. Homeowner understands that split face is a homeowner upgrade. Any openings for windows must be denoted by the homeowner prior to construction of the wall, there are no credits for blocks not in the openings. This credit is offset by the installation of the required lintels. This Agreement includes standard concrete masonry units (CMU) block wall, the blocks are porous. It is recommended as routine maintenance for the homeowner to provide waterproofing to prevent water leakage through the CMU block wall.

T. **Swimming Pools/ Jacuzzi:** The homeowner is responsible for maintaining and placing the proper chemicals into the pool/jacuzzi. The contractor is not responsible for the functionality of the pool/jacuzzi equipment and/or components including the mechanical control equipment, filters, heaters, pumps, valves, gaskets, or vacuum systems or lights. The contractor is not responsible for the replacement of the concrete pool equipment pad. If concrete is damaged during the elevation process, the crack will be repaired. The contractor is not responsible for the pool light or its functionality. The contractor is not responsible for cleaning the pool or jacuzzi after the elevation process is complete.

U. **Home Rendering:** Prior to the commencement of the project home renderings may be provided to the homeowner. Homeowner understands that the cost incurred for changes to these plans after the commencement of construction is the responsibility of the homeowner.

V. **Interior Work**: Floor or sheetrock damage may be caused by the elevation process; contractor is not responsible for repair damage. As efficient as the unified jacking system is during the home elevation process; there is no guarantee that a blemish will not occur. Contractor will repair any new drywall cracks and prep for paint. Any flooring that the Engineer that completed the plans and concurrences letter has determined was damaged by the elevation process will be repaired, any tiles will be matched as close as possible. Contractor is not responsible for previously drywall repair that was done or pre-existing cracks to the home. The elevation process could reopen and/or widen the interior cracks that were once repaired.

W. **Subcontractors**: Homeowner cannot hire subcontractors directly to perform any work during the grant elevation process; any work must be done after contractor receives the Jurisdiction approval of work complete or certificate of occupancy. Contractor cannot be responsible for any warranty concerns that were performed by subcontractors that the homeowner paid directly. Homeowner cannot communicate directly with any subcontractor or give written or

verbal directives to perform any work by subcontractor during the grant elevation process. This communication will cause a breach of contract.

X. **Stop Work Action**: Our team at Excello Homes is responsible for creating a culture where homeowners are aware of all elevation work that is required to complete their home in a timely manner. Excello Homes is bound by completion date that begins once we receive a notice to proceed from the Jurisdiction. Excluding any documented weather delays, the calendar days are recorded, and the contractor could be subject to fines for not completing the project within the determined timeframe. If a homeowner requests a stop work order, our team cannot continue as scheduled and this causes undue hardship. The homeowner may be charged $150.00 per day for lost work and time.

Y. **Many homes or out of level before any elevation work begins:** The contractor can reduce the amount the house is out of level during the elevation process. However, this may cause sheetrock, ceiling trim damage and wall cabinets could be shifted. If the homeowners elect to level their home, the contractor is not responsible for any damage to interior components of home will be replaced.

Z. **No Changes in Scope of Work:** No changes will be made in the plans and specifications (Exhibit A), except on the written approval of the same by the Jurisdiction. No extra work shall be allowed to contractor, or any subcontractor or material change made by any contract or subcontract without the Jurisdiction prior written approval and consent.

AA. **Limitations on Non-Elevation Construction:** All non-elevation construction and its related non elevation cost are ineligible cost under the GRANT program, or the sole responsibility of the homeowner, and, if occurring, are constructed and funded pursuant to a separate contract between homeowner and contractor. Homeowner and contractor understand and agree that the only non-elevation construction allowed on the property prior to the date of final completion of the elevation of the eligible improvements is a non-elevation construction that is directly related and necessarily incidental to the construction required by the plans and specifications for the elevation of the improvements. For example, the construction of a new building or an auxiliary structure is not directly related and necessarily incidental to the elevation of the improvements and shall not be constructed prior to final completion of the elevation of the eligible improvements pursuant to this agreement. However, an upgrade to split face block rather than concrete blocks is directly related and necessarily incidental to the elevation construction required by plans and specifications for the elevation of the improvements and may be performed by the contractor prior to final completion of the elevation of the eligible improvements. Extra lift height is an ineligible cost, if homeowner ops for additional lift type, contractor must provide lift height quote. With all costs to be borne by homeowner. Any additional non eligible non elevation work will be at the discretion of the jurisdiction.

BB. **Insurance Provision in Filing a Deed Restriction:** Homeowner agrees to maintain flood insurance insuring against loss of the real property an improvement in an amount at less equal to the project cost.

CC. **Homeowners Representation:** Homeowner represents the following to the contractor;

1. Homeowner is the simple owner of the property.
2. Other than any first lien holder whose prior written consent has been obtained by homeowner, there are no liens, mortgages, claims, charges are unpaid assessment against the property.

3. No written contract or affidavit regarding an oral contract regarding the elevation of all or any portion of the improvements has been recorded in the jurisdiction.
4. All warranties, representations and certifications made, and all information and materials submitted or caused to be submitted to the Jurisdiction in connection with the Elevation Offer are true and correct, and there have been no material changes in our conditions affecting any of such warranties, representations, certifications, material or information prior to the date of the signing event.

DD. **Homeowner shall not assign or otherwise transfer this agreement** in whole or in part without prior written approval of the contractor. Such consent, if granted, shall not relieve the homeowner at any of its responsibilities under this agreement.

EE. **Contractor Payment Request Form:** Contractor will send via DocuSign or hand deliver a payment request form to the homeowner for review, acceptance, and execution at the completion of each phase. If homeowner accepts the payment request form, then the homeowner must provide an executed signature and date within four (4) calendar days. If homeowner does not accept the payment request form, then homeowner must notify the contractor within four (4) calendar days and provide written justification for not signing the payment request.

ARTICLE VI. CONTRACTOR OBLIGATIONS

A. **Standards of Elevation:** In addition to the other requirements of this agreement, the improvements will be constructed, repaired or installed in a good and workmanlike manner, fit for their intended purposes, fully equipped with materials of high quality, strictly in accordance with the work order the plans and specifications (Exhibit A), the warranty standards, FEMA floodplain regulations; If applicable, all applicable federal, state, and local laws, rules and regulations including the international residential code (IRC).

B. **Elevation Corporation:** Promptly after signing event, contractor will determine whether in fact alternate living arrangements must be made by the homeowner and all occupants during the construction. As specified in plans and specifications Exhibit A). When such determination is made, homeowner an all occupants must vacate their property within two (2) days in order to allow for elevation to commence in a timely manner. Homeowner will make arrangements for securing personal property out of the construction area. Contractors is not allowed to assist homeowner to move or secure their personal property. Contractor is not responsible for any personal belongings that are left outside the premises. Displayed from the work site due to eligible elevation construction means that period of time commencing when the home is uninhabitable due to the disconnection of utilities and are that the home is unsecured from its foundation, as applicable whichever is earlier, and running there from until such time that the home is re secured to its foundation are new construction complete and utilities promptly restored. Utilities that are restored within two (2) business days after the re securing of the home to its foundation show complete presumptively considered promptly restored. Cost in curd by homeowner due to the displacement from the work site during any time that homeowner is displaced due to non-elevation work is not eligible for reimbursement, and such ineligible displacement costs are also including any elongation of the time. For the provision of elevation work that has occurred because of the provision of non-elevation work.

C. **No Changes in Scope of Work:** No changes will be made in the plans and specifications (Exhibit A) except on the prior written approval of the same by jurisdiction no extra shall be allowed to contractor or any subcontractor or material change made and any contract or subcontract without the jurisdictions prior written approval and consent. Homeowners cannot give directives to subcontractors to perform work. Homeowners cannot give a stop work action to delay the progression over the elevation work to be performed. Homeowner cannot make any payments directly for work to be performed to subcontractor. If homeowner pays any subcontractor to perform work this will void any warranty on the property.

D. **Corrective Action**: If contractor is notified that any inspections by the municipality or its designee has uncovered any noncompliance issues, contractor shall immediately correct such issues. Contractor shall maintain a detailed record of every noncompliance and correction action taken. Such noncompliance includes documenting any and all preexisting damages as documented in plans and specifications (Exhibit A) homeowner will be required to sign off on the same.

E. **Elevation Timing:** Contractor shall commence elevation of the improvements as soon as possible after the commencement date.

F. **Notice to Proceed Date**: No later than ten (10) days after the commencement date, contractor shall begin the work would do diligence, and shell achieve final completion of the improvements by the completion date. Any weather delays can affect the completion date.

G. **Limitations on Non-Elevation:** Construction all non-elevation construction are non-mitigation construction and its related non elevation cost that are ineligible costs under the GRANT program, are the sole responsibility of the homeowner, and if occurring are constructed and funded pursuant to a separate contract between homeowner and contractor. Homeowner and contractor understand and agree that the only non-elevation construction is allowed on the property prior to the date of final completion of the elevation of the eligible improvements is not elevation construction or non-mitigation construction that is directly related and necessarily incidental to the construction required by the plans and specifications for the elevation of the improvements. For example, the construction of a new building or an auxiliary structure is not directly related and necessarily incidental to the elevation are of the improvement and shall not be constructed prior to final completion of the elevation add the eligible improvements pursuant to this agreement however, an upgrade to split face block rather than concrete blocks is directly related and necessarily incidental to the construction required by plans and specifications for the elevation of the improvements and may be performed by contractor prior to formal final completion of the elevation of the eligible improvements. Extra lift type is an ineligible cost if homeowner ops for additional lift height contractor must provide a quote all cost to be borne by homeowner.

H. **Insurance:** At all times during elevation or installation of the improvements, contractor will obtain and maintain a full force an effect the following insurance policy, which shall list the municipality as additionally insured and shall be issued by company that is licensed to do business in the state of work performed and that has a rating equal to or exceeding a; VII from A.M. Best.

    a. A commercial general liability positive policy including coverage with the combined single limit of $1,000,000 per current and 2,000,000 General aggregate;

b. An automobile liability policy with a combined single limit of $1,000,000 per accident for bodily injury and property damage to include owned, hired in non-own autos;
c. workers compensation policy providing statutory benefits;
d. All liability insurance may be obtained by any combination of underlying and excess/umbrella policies.

I. **Utilities**: Contractor shall be responsible for notifying the homeowner when to disconnect utilities. Contractor is responsible for any fees incurred for disconnecting the utilities. Contractor is also responsible for notifying the homeowner when to reconnect the utilities.

J. **Warranty**: Contractor will provide for services performed under this agreement a set of limited warranties;
   a. a one-year workmanship and materials warranty:
   b. a two-year mechanical and delivery systems warranty:
   c. a ten-year structural warranty.
   d. Any warranty claims made by the homeowner shall be directed to the contractor with a written notice specifying in detail the homeowner's concerns.

K. **Under No Circumstances** will the contractor be responsible for any cost incurred with respect to any latent or unknown defects that exist at the project site. Any and all cost incurred by the contractor with respect to the cure of such latent or unknown condition need to be recoverable by the contractor.

ARTICLE VIII. DEFAULT AND REMEDIES

A. **Homeowners Default:** Homeowner will be in default under this agreement upon the occurrence of any of the following events;
   1. Homeowner fails to perform the terms of this agreement and such failure continues for thee (3) business days after delivery of written notice of the failure;
   2. Homeowner becomes insolvent are unable to pay its debts as they become due, or declare bankruptcy, are makes an assignment for the benefit of the creditors;
   3. Homeowner commits a default under any other contract it has entered into with the Jurisdiction.
   4. Homeowner has misused the proceeds of the mitigation offer; or
   5. Homeowner has made any misrepresentations in connection with this agreement. In the event of homeowners default the jurisdiction shall have the right, without prejudice to any other right or remedy, to take any, all, or none of the following actions, at its sole discretion;
      a. Terminate this agreement on written notice to homeowner.
      b. Direct the contractor to stop work on the improvements, either temporarily or permanently notwithstanding the foregoing, sums earned by contractor for elevation and delivery of the improvements prior to any notice to contractor of all misuse of funds are misrepresentation by homeowner shall be payable from the jurisdiction to the contractor.
      c. Cancel disbursement of any unearned portion of the mitigation offer amount under this agreement.
      d. Sue homeowner for damages, injunctive, or equitable relief.

ARTICLE IX. MISCELLANEOUS PROVISIONS

A. **Inspection:** Representatives from FEMA, the Jurisdiction, and their designees shall have the right to inspect all work performed under this agreement. Homeowner will take all steps necessary to ensure that representatives from FEMA, the Jurisdiction, are there designees are permitted to examine an inspect the improvements, the work site and the property.

B. **Entirety of Agreement**: This agreement contains the entire agreement and understanding among the parties and supersedes and replaces any and all prior our contemporaries' proposals, agreements, promises, negotiations, understandings, commitments, and our representation of any kind, whether written or oral relating to the subject matter herein or the services or deliverables to be provided hereunder.

C. **Duty to Provide Additional Information:** Homeowner shall provide copies of all notices received that pertain to the property, including notices from any; governmental or private authority having jurisdiction over the property; Insurance companies carrying a policy pertaining to the property; Linder holding only nor securing interest against any part of the property; any person asserting a claim against homeowner, contractor is the property.

D. **Severability**: If any provision of this agreement shall for any reason be held to be invalid, illegal, are unenforceable in any respect, such invalidity, illegality, or unenforceable shall not affect any other provision here of, and this agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

E. **Validity Enforceability:** If any current or future legal limitations affect the validity or enforceability of a provision of this agreement, then the legal limitations are made a part of this agreement and show operate to amend this agreement to the minimum extent necessary to bring this agreement into conformity with the requirements of the limitations, and so modified, this agreement shall contain continue in full force and effect.

F. **Force Majeure:** No party shall be liable for any failure of or delay and performance of its obligation under this agreement to the extent such failure or delay is due to acts of God, acts of public enemy, fires, floods, power outages, wars, civil disturbances, epidemics, pandemics, sabotage, terrorism, accidents, intercessions, blockades, embargos, storms, explosions, labor disputes (whether or not the employees demands are reasonable and are within the party's power to satisfy), failure of common carriers, Internet service providers, or other communication devices, acts of cyber criminals, terrorists or other criminals, acts of any governmental body (whether civil or military, foreign or domestic), failure or delay of third parties or governmental bodies from whom a party is obtaining or must obtain approvals, authorizations, licenses, franchises are permits, inability to obtain labor, materials, power, equipment, our transportation, or other circumstances beyond its reasonable control (collectively referred to herein as Force Majeure Occurrences). Any such delays shall not be a breach of our failure to perform this agreement or any part thereof and the date on which the obligations here under are due to be fulfilled shall be extended for a period equal to the time lost as a result of such delays.

G. No party shall be liable to the other for any liability claims, damages are other losses caused by a resulting from a Force Majeure Occurrence.

H. **Authority**: Each party represents and warrants for itself that the individual executing this agreement on its behalf has the full power in authority to do so and this agreement constitutes the legal, valid comment and binding agreement of each party hereto.

I. **Amendment**: This agreement may be amended only by written instrument duly authorized by each party hereto and duly executed by each respective party hereto.

This Agreement is hereby executed by the parties hereto, each respective party acting by and through its duly authorized representatives, to be effective on the date specified herein.

Jefferson County Official:

DECEMBER 13, 2022

Signature of Jefferson County Official **Date**

Contractor:

12/2/22

Jim Griffin, President of Byrdson Services, LLC dba Excello Homes **Date**

ATTEST
DATE DECEMBER 13, 2022

COMMISSIONERS COURT
JEFFERSON COUNTY, TEXAS

Excello Homes

Jefferson County

RFP 22-047/MR
Contractor Qualifications for Residential Home Elevations for HMA, TWDB and BRIC Disaster Funding Recipients, Pursuant to Chapter 262, Texas Local Government Code, the County Purchasing Act and 2 CFR Section 200.318-326

August 31,2022 – 11:00AM

Copy 2 of 5

Letter of Interest

Full Legal Name: Byrdson Services, LLC dba Excello Homes

Ownership Structure: Byrdson Services, LLC dba Excello Homes is a Limited Liability Company. Excello was formed by Sally Byrd in 2003 and has been in business for 19 years. Paperwork was filed with the State of Texas on July 20, 2007, to become incorporated and known as Byrdson Services, LLC dba Excello. On September 8, 2008, Excello became certified as an Historically Underutilized Business (HUB) in Texas.
Our VID# is 1562671960100 **Federal Tax ID Number: 56-2671960**

Address of Corporate/Office Location: 1245 West Cardinal Drive, Beaumont, Texas 77705
877.390.5438 Office Telephone | 409.299.3403 Fax | jgriffin@excellohomes.com
Our corporate location has several acres and is large enough to store our specialty equipment to allow us to mobilize anywhere in Jefferson County within hours.

Our Current Certifications: State of Texas as a Historically Underutilized Business (HUB)
Woman Owned Small Business (WOSB) certified by U.S. Small Business Administration
EPA LEAD Certificate -Lead Certified Firm- United States Environmental Protection Agency
Better Business Bureau (BBB) of Southeast Texas A+ Rating

Experienced Personnel: 22 Team Members will be designated for Jefferson County Residential Home Elevations Services for HMA, TWDB and BRIC Disaster Funding; comprised of Executive Management, Project Managers, Quality Control Manger, Certified Safety Professional, Foreman/Field Supervisors, Comptroller/Cost Control and Customer Service.

Excello Homes has the experienced personnel and capacity to elevate 25 homes simultaneously throughout the United States. We also have multiple experienced teams that can mobilize to any job site within hours. Our professional staff along with control policies has resulted in first rate quality homes being completed in shorter periods of time. When unencumbered by weather or unforeseen circumstances, program homes are being completed well within construction timelines, averaging 90 construction days.

Unmatched Experience: We have performed all methods of elevation, including monolithic and slab separations in all Special Flood Hazard Areas. Monolithic Technique is elevating both the house and the slab simultaneously. Slab Separation method was accomplished by cutting openings into the walls and strategically inserting steel I-beams to help lift the home. Once the house is elevated to design height, we build the walls back down to the existing slab.

Advanced Technology: We own several of the most advanced hydraulic unified jacking systems in the industry. Our lifting method includes the utilization of more jacks so undue pressure is not applied to the current foundation. Our state-of-the-art on-line software will allow homeowners to view the elevation process from anywhere at anytime.

Jefferson County is our hometown, our team lives here and our bank is located in Beaumont. Our goal is to elevate our neighbors' homes while utilizing local business for materials, allowing our tax dollars to remain in Jefferson County.

Jim Griffin, President

Aug. 22, 2022
Date

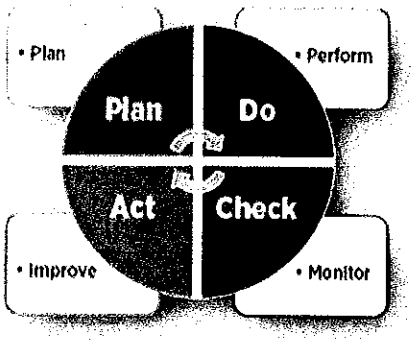
Technical Approach

Byrdson Services, LLC dba Excello Homes Understanding of Scope of Work
Excello Homes has over nineteen years of experience working in disaster recovery programs and has a very clear understanding and stands ready to contribute significantly to Jefferson County Residential Home Elevations for HMA, TWDB and BRIC Disaster Funding. Through ever improving management, proven construction oversight methods, and assistance from our state-of-the-art construction software, Excello Homes also has the staff and processes necessary to comply with all of the general supplementary conditions. Our plan of action is elevating homes that can resist the stressors caused by extreme weather due to natural disasters, including hurricanes and storm surge flooding. This strategy results in elevating homes above base flood to alleviate future flooding damages and give peace of mind to our fellow neighbors in Jefferson County.

Competitive Advantage
Excello Homes has a huge competitive advantage in natural disaster recovery efforts due to our years of proven experience. Our dedicated team along with our proven processes and procedures ensure our company's success. Byrdson Services, LLC dba Excello Homes was founded in Beaumont, Texas in 2003; and is ideal for elevation services to Jefferson County residents. Excello's team members are citizens of Jefferson County who have lived and worked here most of their lives. We are familiar with the building codes of the Texas Department of Insurance based on the geographical location of the home. We are also familiar with all inspection requirements, including all proper documentation needed to eliminate any time delays.

Our organization constantly strives to improve quality, efficiency and customer service. We have a dedicated design department that can provide 3D color renderings to help our neighbors visualize their elevated home. We utilize the latest in technology for our cameras and solar lights, which are installed on each job site at the pre-construction phase. The cameras sync to our team's computers, phones or iPad's. They also become our virtual security guards, providing 24/7 protection and proactive deterrence from theft.

In 2012, we implemented a continuous improvement plan that consists of: **Plan, Do, Check, Act.**



Plan: Recognize an opportunity and plan a change.
Do: Test the change. Carry out a small-scale study.
Check: Review the test, analyze the results, and identify what you've learned.
Act: Take action based on what you learned in the study step.

Key Strength's

Excello Homes is a financially solvent company with adequate capitalization and bonding capacity to continue accepting multiple construction projects throughout the State of Texas and as far as the east coast. Excello Homes team has sixty-two (62) team members; our management team has over one-hundred (100) years of combined residential construction experience. Through the successful completion of many similar projects, and our working relationship with an A+ Bonding Company, our bonding amount totals fifteen million dollars ($15,000,000.00).

Excello Homes has a constant focus on safety and quality control. With a Certified Safety Professional (CSP) as our President, Excello Homes continues to excel on the job site with zero recordable accidents.

Our team is comprised of Senior Management, Quality Control Managers, Project Managers, Customer Service Representatives, Construction Assistants/Permitting, Design Team, and Accounting Team. Our professional team, along with control policies, has resulted in first rate quality homes being completed in shorter periods of time, we average completion dates that are within 90 days. Our team continues to strive to maintain the same high work ethic that has allowed us to perform at an A+ Rating with program officials and homeowners.

Excello Homes' competence is observed in the multidisciplinary daily practices and cooperation of our entire team. Our ambition for success is validated in the excellent elevation projects we complete.

The Excello team has vast experience with working with local surveyors to provide all required elevation certificates and property surveys. We will provide an elevation certificate before the elevation commences, and upon completion to verify the elevation and achieve compliance with local flood plain requirements. We also work with Geotechnical companies regarding soil reports.

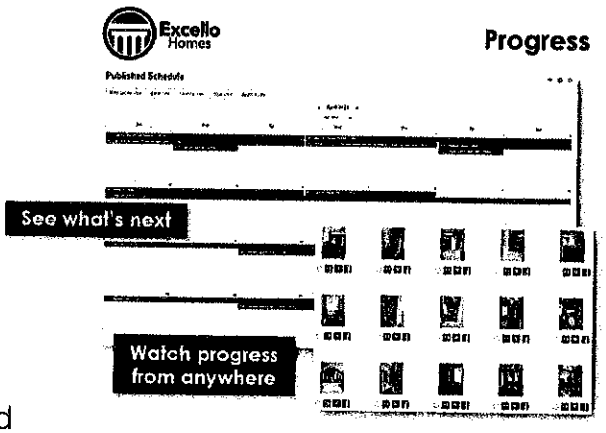
Our team requests and follows all Engineering specifications, including foundation design, foundation detail and stair/landing design. We follow strict guidelines to use lateral bracing for support of elevated homes in every flood zone. Throughout every phase of the elevation process, we work diligently with a Professional Engineer to request percentage of completion concurrence letters. This is documented on designated percentage of completion points.

Excello understands the importance of all documentation and the ability to explain the home elevation process in detail with our homeowners. We understand all elevation work will bring the structure into compliance with the Jefferson County Subdivisions and Floodplain Rules and Regulations by requiring a finished floor elevation a minimum of one-foot (1') above the 100 Year Flood Plain for the Finished Floor Elevation unless a higher elevation is required.

We perform all elevations in compliance with applicable City or County floodplain elevation requirements, code requirements, and Texas Windstorm Insurance Association (TWIA) requirements. Throughout all the programs that Excello Homes has participated in our experienced teams focus on good communication with the homeowner by keeping our on-line project management software up to date with schedules and current photos as well as daily phone calls to all homeowners with an update on their home. All projects are strictly completed following a Gantt chart timeline. This allows each homeowner to see the current task/phase, upcoming and completed task. Our team has worked with state and local authorities to request and obtain Certificate of Occupancy on all projects.

Project Coordination / Tracking Construction Progress

Prior to project's inception, we develop a database of codes, special requirements, and procedures expected in the various municipalities and districts that will be included in a specific projects area of effect. The operations manager reviews the number of elevation managers on staff in relation to project expectations. Elevation construction managers are limited to six home assignments under construction. This number can be reduced by the operations manager if the distance between jobsites creates a geographical challenge to daily micromanagement. After contracting and receiving a final scope of work, the construction manager walks the site. The construction manager then schedules the home construction from start to finish. A toolbox meeting with all team members and trades will be held. All team members receive the build schedule. The site-specific issues and expectations are discussed. In general, a meeting between top management, operations manager, and all construction managers takes place early morning every Monday. During the elevation of a property, each filed supervisor will visit each of his/her home assignments daily. At the end of each day the field supervisor uploads progress pictures of the scheduled trade occurring as well as a dialogue of any communication with the tradesmen or homeowner into our State-Of-The-Art Construction Suite software. This allows the company to take corrective action and have the build schedule corrected within 24 hours and not delayed by more than 48 hours.



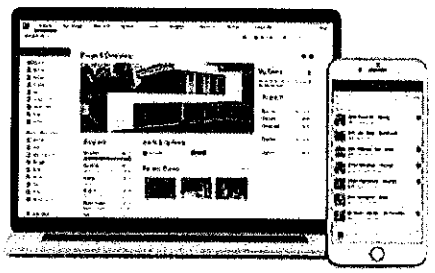
Compliance Reporting

Our team is proficient in providing all needed documentation to request funds from County and City Municipalities. This involves a large amount of paperwork based onpercentage of completion while working with engineering and survey companies to provide the documentation for that particular elevation phase. Not only is the payment request outlined by the FEMA Program, the City or County cannot request additional funds from the State until all contractors request funds in a timely manner. Excello's upper management was requested to provide expertise in helping to establish a draw request template to help all contractors in various programs.

Coordination with the Homeowner

Once the elevation project has been assigned, we will contact the homeowner to review the scope of work. We will exchange all contact information with each homeowner, including his dedicated field supervisor, and our experienced team. We will find out the best contact information for the homeowner and how they would like us to send updates to them. All this information will be updated to our contact manager section of our construction management software. The homeowner will receive frequent, not less than weekly, updates about the status of their home. Each update will let the homeowner know the estimated completion date, status of ongoing work, and answer any questions they may have regarding the elevation of their home. All correspondence with the homeowners is logged and notes are entered highlighting the conversation into our construction software.

Our proven company protocols and advanced construction software will help us track each elevation phase. Including anticipating the time to coordinate with property owner; utility disconnection and deactivation to avoid any time delays. We will also provide a hard copy of our elevation schedule and post it on our jobsite.



Permitting/ Warranty Requirements

We have a dedicated permit department that will request all necessary state and local permits prior to the commencement of the work for each home. They will submit copies of all permits provided to the County. Our team is very familiar with the permitting requirements and inspections with municipalities throughout Jefferson County. Each field supervisor and elevation manager has detailed instructions on how and when to schedule inspections and who is responsible for scheduling the required inspections. This is kept in a database tied into our construction software. The elevation manager coordinates with plumbing, electrical, and mechanical trades to ensure that all inspections are requested in a timely manner anticipating when inspections are needed.

Excello Homes has a long record of honoring the home warranty to the extent outlined by law and beyond when special conditions or mandates occur. Once homes are complete, warranty performance is vital to ongoing success for the program owner as well as Excello Homes as the contractor. Excello Homes will provide the 10/2/1 warranty - ten-year structural foundation / two-year mechanical reconnections / one-year workmanship warranty from a third-party warranty provider. This is the same warranty we've provided to elevation homeowners in the current and past elevation programs in which we've successfully participated in. We have received an award from StrucSure Warranty Company recognizing us as a claims free company.

Local Trades

Excello Homes recognizes the importance of using tradesman and suppliers that are local to the area being served by a project. Excello Homes attempts to offer as many opportunities as possible to minority and women-owned business enterprises. Excello Homes is itself a Texas registered HUB business. As part of our business philosophy, Excello Homes understands that minority-owned businesses are among the most important elements in the unprecedented growth, in both number and stature, of small enterprises in the United States.

Special Needs Accessibility/ ADA Compliance

Many of the homes that we have elevated, built and remodeled in the different programs met special needs accessibility. We have worked closely with architects, engineers, and elevator companies, to meet the homeowner's needs, while complying with the Americans with Disabilities Act (ADA). Many of our trades are involved with the process, including electrical and carpentry. We have installed ramps for lower elevated homes. For homes that are elevated above five feet, we install personal and wheelchair lifts. We received an award from the Houston-Galveston Area Council for our hard work and dedication in assisting so many older persons to remain independent in their community by adding special needs accessibility to homes while meeting contractual agreements, exceptional performance standards and deadlines, professionalism and a commitment to quality work.

Description of Work Performance

Excello is knowledgeable in all elevation methods described in FEMA P-312, Chapter 5, and FEMA P-347. We are proficient in elevating homes in every flood zone and on every existing foundation structure whether that be on pilings, posts, piers or slab. We are familiar with V zone requirements and have even custom-built breakaway walls integrating function with aesthetic. Our team has experience in recognizing the need for additional support, and in some cases even rebuilding flooring systems that were not structurally sound to be elevated. This forethought comes from years of awareness and participation in construction services. We have expertise in slab separation and vertically extending the foundation walls of the home

METHODOLOGY APPROACH FOR HOME ELEVATION

1. Sign contracts and begin the permitting process, which includes Arch & Engineering Plans, Surveying and submitting all insurance and bonding.
2. Develop detailed schedule including all milestones and inspections points.
3. Schedule home Inspection, documenting interior and exterior pictures.
4. Once given approval to start work, we mobilize equipment & prep to begin excavation.
5. Our excavation crew hand dig and tunnel underneath each home & follow grade beams.
6. Licensed trades disconnect utilities to allow for the elevation of the home.
7. Concrete pilings are then installed to stabilize each home and checked to ensure level.
8. Unified jacks, with jack stands are then carefully placed underneath the slab of each home based off size and structure of the home with redundancies in place.
9. Safety checks are performed to ensure jacks are level at all times prior to elevating the home. Our trained unified jacking system operator synchronizes the pressure of each jack ensuring that the entire house is lifted evenly, keeping the cracks in each drywall minimal and in many cases nonexistent.
10. After each home is elevated 3 to 4 feet, new concrete footers are installed.
11. The lift process is repeated incrementally until each house is elevated to the desired height.
12. Once lifted to the final height, solid pour concrete columns are installed to give each home a secure and stable foundation. During this time plumbing, electricity and HVAC are reconnected. Build CMU block wall if applicable around 3 sides of home.
13. Frame & Pour foundation slab under newly elevated home. Stairs and landings are built to allow for access to each entrance.
14. Final site clean up including grade yard, sod, power wash and spray foam under living space is installed.

**Throughout every phase of the home elevation process inspections are performed by a Certified Safety Professional, Quality Control Managers Surveyor, Engineer and City Inspectors.*

Firm Experience & Reference

The selection of Byrdson Services LLC, dba Excello Homes as an elevation contractor would be advantageous for Jefferson County for the following reasons:

Company History
Byrdson Services, LLC dba Excello Homes is a Limited Liability Company. Excello Homes was formed by Sally Byrd in 2003 and has been in business for 19 years. Paperwork was filed with the State of Texas on July 20, 2007, to become incorporated and known as Byrdson Services, LLC dba Excello. On September 8, 2008, Excello became certified as an Historically Underutilized Business (HUB) by the State of Texas.

Excello Homes has the expertise and demonstrated capacity to undertake new construction services within the specified geographic work area assigned for Jefferson County. We are a financially solvent company with adequate capitalization and bonding capacity to continue accepting multiple construction projects throughout the State of Texas.

Successful Experience
Since 2003, Excello Homes has Demolished, Reconstructed, Elevated and Renovated over a thousand homes in multiple CDBG, TWDB, HMA, BRIC, and FEMA funded programs and all work was completed before the programs scheduled completion dates. During this time, we have excelled at elevating slab homes, pier and beam homes as well as slab separations. These include driven pilings, drilled pilings, and continuous poured concrete columns. We have built or completely renovated slab on grade and elevated homes in the seaward areas of Chambers County, Fort Bend County, Galveston County, Guadalupe County, Harris County, and Jefferson County Texas as well as numerous projects along the East Coast after the destruction of Hurricane Sandy.

We were successful and proud partners in the Rita Texas Housing Assistance Program, the Sabine Pass Restoration Project, the Ike Galveston County Housing Assistance Program, the East Texas Council of Government's Disaster Recovery Program, the City of Baytown Disaster Recovery Program, the City of Houston Disaster Recovery Program, the LINC Houston Renovation Program funded through Neighborhood Centers Inc., Reeves County, and multiple individual CDBG funded renovation projects directly for the Grants & Housing Departments of Galveston, Beaumont and Harris County.

- We have a total of nineteen years' experience working in FEMA, HMGP, CDBG Programs and are very proud of the number of homes we have completed before the scheduled completion time for our neighbors; the total number is well over one thousand (1000) projects

- Our team requests and follows all Engineering specifications, including foundation design, foundation detail and stair/landing design. Throughout every phase of the elevation process, we work diligently with an Engineer to request percentage of completion concurrence letters.

- Our experienced team maintains good communication through our online project management software. All schedules are updated daily, and current photos are added to the project management software. Phone calls are made daily to all homeowners with an update on their home. Our team has worked with many state and local authorities to follow the proper procedures to request and obtain Certificate of Occupancy on all projects.

- We have elevated homes ranging in height from 4 feet to 24 feet. We have elevated slab on grade foundations and pier and beam homes.

- Of the homes elevated in Texas, Excello elevated the largest one. This home included two homes that were previously attached with one roof line as well as a boat house. The total elevation height was 19ft!

- We have performed all methods of elevation, including monolithic and slab separations. Monolithic Technique is achieved by elevating both the house and the slab simultaneously. Slab Separation method was accomplished by cutting openings into the walls and strategically inserting steel I-beams to help lift the home. Once the house is elevated to design height, we build the walls back down to the existing slab.

- We own a fleet of the most advanced hydraulic unified jacking systems in the industry. Our equipment is regularly serviced and protected inside large cargo trailers. This gives us the ability to lift multiple homes in a single day. For example, we had 25 home elevation projects in progress at the same time. The elevation heights of these homes averaged approximately 10 feet each.

- Excello's administrative staff is experienced and finely tuned to help the company excel in construction work such as this project. Our accounting department is familiar with the required documents, record keeping, and disbursement procedures that accompany projects funded by state and federal funds.

- Excello has a dedicated design department whose primary focus is to determine ways to explain the elevation process to allow the homeowner to feel confident throughout every phase of elevation. Excello develops informational weekly emails that updates each homeowner with progression pictures of their home, as well as snapshots from other projects. We have found through various conversations with homeowners that they enjoy being kept up to date on all Excello projects.

- Our design team can create a 3-D Rendering of each home to depict exactly what the home will look like after the elevation process is complete.

- Each project is tracked through our advanced online software, that includes schedules, communication, and all associated files in one easily accessible location. This construction software application allows homeowners to have access to pictures and on-line messaging via a secure website. The application allows access from anywhere or anytime for the homeowner to view or post their selections, questions, documents, photos, and project milestones. Once accepted as a contractor in a program, tracking software allows management to integrate the new project quickly and seamlessly. This Construction Suite software allows Excello to coordinate multiple statewide projects with great success. Communication channels with our on-site Field Supervisors, Project Liaisons along with the on-line application keeps miscommunication to a minimal and customer service approval to an A+ Rating.

- Many of the homes that we have elevated, built and remodeled in the different programs, met special needs accessibility. We have worked closely with architects, engineers, and elevator companies, to meet the homeowners' needs, while complying with the Americans with Disabilities Act (ADA). Many of our trades are involved with the process, including electrical and carpentry. We have installed ramps for lower elevated homes. For homes that are elevated above five feet, we install personal and wheelchair lifts.

Successful Participation

- ✓ Texas General Land Office (GLO) Hurricane Harvey Disaster Recovery CDBG Program,
- ✓ State of Florida Disaster Recovery Program CDBG Funded Program,
- ✓ Galveston, Beaumont, and Harris County CDBG Funded Renovation Projects.
- ✓ City of Baytown Disaster Recovery Program,
- ✓ City of Houston Disaster Recovery Program,
- ✓ LINC Houston Renovation Program funded through Neighborhood Centers Inc.,
- ✓ Reeves County Disaster Recovery Program,
- ✓ Hurricane Rita Texas Housing Assistance Program,
- ✓ Sabine Pass Restoration Project,
- ✓ Hurricane Ike Galveston County Housing Assistance Program,
- ✓ East Texas Council of Government's Disaster Recovery Program,
- ✓ City of Nassau Bay FEMA Home Elevation Program,
- ✓ New Jersey Sandy Recovery Home Program (RREM),
- ✓ Galveston County FEMA Home Elevation Program,
- ✓ Guadalupe County FEMA Home Elevation Program,
- ✓ City of Houston FEMA Home Elevation Program,
- ✓ Jersey Village FEMA Home Elevation,
- ✓ Santa Rosa Island Authority, Pensacola Beach Florida, FEMA Home Elevation Program,
- ✓ Costa Del Ray Condominiums in Port Aransas, Texas,
- ✓ Private Funded Homeowners

FEMA

ORANGE TEXAS

HOUSING AND COMMUNITY DEVELOPMENT

State of New Jersey

City of Jersey Village TEXAS

NASSAU BAY

FMA Project Experience with Structural Integrity, Inspection, TWIA and Certificate of Occupancy Services

Name of Project: Galveston County - Flood Mitigation Assistance Home Elevation Mitigation Reconstruction Services.
Project Length: 2019- On-Going
FEMA Contract Amount: $1.1 Million

Roles and Responsibilities

- Single Family Homes that were previously below Flood Level and were elevated approximately 5-10 feet Above Grade in accordance to Plans and Specification from a Professional Engineer.
- These entire projects complied with TWIA, SFHA, TDI and City Permitting Requirements. Slab Elevation of residence;
- Work included disconnection and reconnection of all utilities, continuous steel reinforced concrete foundation.
- Installation of block wall, construction of landings, stairs and handrails, and all related improvements made after elevation was Complete.
- This included any necessary finish work required to meet code as required by the city.
- All work will be completed within the 90-day completion requirement while providing all bonding, insurance and warranty as required by the Program.

Name of Project: City of Nassau Bay – FEMA Home Elevation Program
Project Length: 2014-On-Going
FEMA Contract Amount: $27.5 Million

Roles and Responsibilities

- Single family homes that were previously below flood level and were elevated approximately 10 feet above grade in accordance to Plans and Specification from a Professional Engineer.
- These entire projects complied with TWIA, SFHA, TDI and City Permitting Requirements.
- Slab Elevation of residence; work included disconnection and reconnection of all utilities, continuous steel reinforced concrete foundation, installation of block wall, construction of landings, stairs and handrails, and all related improvements made after elevation was Complete.
- This included any necessary finish work required to meet code as required by the city.
- All work will be completed within the 90-day completion requirement while providing all bonding, insurance and warranty as required by the Program.

FMA Project Experience with Structural Integrity, Inspection, TWIA and Certificate of Occupancy Services

Name of Project: Jersey Village -FEMA Home Elevation Program
Project Length: 2019-0n-Going
FEMA Contract Amount: $7 Million

Roles and Responsibilities

- Single family homes that were previously below flood level and were elevated approximately 10 feet above grade in accordance to Plans and Specification from a Professional Engineer.
- These entire projects complied with TWIA, SFHA, TDI and City Permitting Requirements. Slab Elevation of residence; work included disconnection and reconnection of all utilities, continuous steel reinforced concrete foundation, installation of block wall, construction of landings, stairs and handrails, and all related improvements made after elevation was Complete.
- This included any necessary finish work required to meet code as required by the city. All work will be completed within the 90-day completion requirement while providing all bonding, insurance and warranty as required by the Program.

Name of Project: City of Houston -FEMA Home Elevation Program
Project Length: 2016-On-Going
FEMA Contract Amount: $10 Million

Roles and Responsibilities

- Single family homes that were previously below flood level and were elevated approximately 10 feet above grade in accordance to Plans and Specification from a Professional Engineer.
- These entire projects complied with TWIA, SFHA, TDI and City Permitting Requirements.
- Slab Elevation of residence; work included disconnection and reconnection of all utilities, continuous steel reinforced concrete foundation, installation of block wall, construction of landings, stairs and handrails, and all related improvements made after elevation was Complete.
- This included any necessary finish work required to meet code as required by the city.
- All work will be completed within the 90-day completion requirement while providing all bonding, insurance and warranty as required by the Program.

FMA Project Experience with Structural Integrity, Inspection, TWIA and Certificate of Occupancy Services

Name of Project:	State of Florida – Santa Rosa Island Authority (SRIA)Pensacola Beach FL- FEMA Home Elevation Program
Project Length:	2018-2021
FEMA Contract Amount:	$5 Million

Roles and Responsibilities

- Single family homes that were previously below flood level and were elevated approximately 10 feet above grade in accordance to Plans and Specification from a Professional Engineer.
- These entire projects complied with TWIA, SFHA, TDI and City Permitting Requirements.
- Slab Elevation of residence; work included disconnection and reconnection of all utilities, continuous steel reinforced concrete foundation, installation of block wall, construction of landings, stairs and handrails, and all related improvements made after elevation was Complete.
- This included any necessary finish work required to meet code as required by the city.
- All work was completed within the 90-day completion requirement while providing all bonding, insurance and warranty as required by the Program.

All mentioned elevation projects were completed in accordance with the Hazard Mitigation Assistance Guidance documents, Elevation Certificates, and Instructional Guidelines.

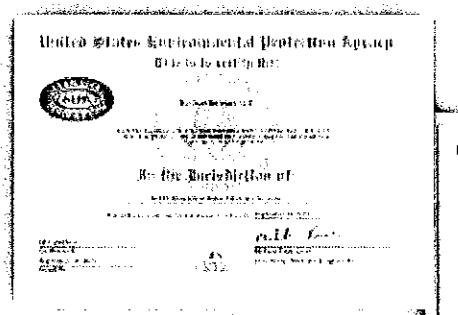
Excello will ensure to elevate homes as necessary to comply with FEMA BFE flood maps as well as elevate to additional free board required by local municipality.

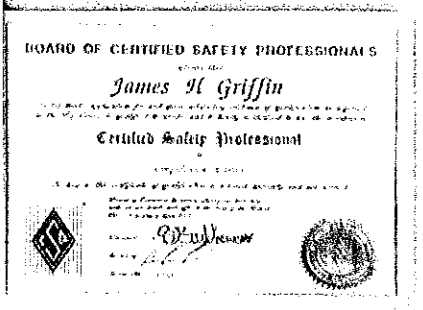
Excello can confidently comply with all state and federal laws, regulations, and guidelines to include compliance with HUD Community Development Block Grant disaster laws and regulations.

Excello has an automated workflow that outlines all state and federal guidelines with fiscal controls that coincide with our standard operating procedures.

Our Excello Homes team member is a Certified Safety Professional Licensed by the Board of Certified Safety Professionals #17583

We are also certified by The United States Environmental Protection Agency (EPA)

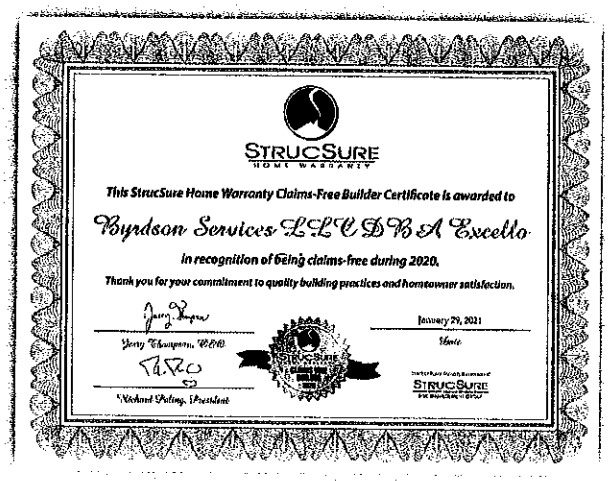




Excello Homes is dedicated to providing a workplace that does not have serious hazards and to protecting all persons from on-the-job injuries and will take all precautions necessary for the health and safety of all site workers to ensure compliance with all relevant provisions of OSHA 29 CFR 1926 Construction Industry and 29 CFR 1910, General Industry, in addition to all local rules, regulations and standards referred to in the contract documents.

Excello Homes will provide the 10/2/1 warranty - ten-year structural foundation / two-year mechanical reconnections / one-year workmanship warranty from a third-party warranty provider. This is the same warranty we've provided to elevation homeowners in the current and past elevation programs in which we've successfully participated in. We have received an award from StrucSure Warranty Company recognizing us as a claims free company.

Our Health and Safety Plan (HASP) provides both general and specific information and provides our contractors' expectations on the requirements and procedures for accident prevention, safety and security on all projects. Our HASP is intended to supplement and enforce the individual program of each trade contractor and to coordinate the overall safety effort.


STRUCSURE
HOME WARRANTY

This StrucSure Home Warranty Claims-Free Builder Certificate is awarded to

Byrdson Services LLC DBA Excello

in recognition of Being claims-free during 2020.

Thank you for your commitment to quality building practices and homeowner satisfaction.

January 29, 2021
Date

Jerry Thompson, CEO

Richard Poling, President

STRUCSURE

Litigation History

Byrdson Services, LLC dba Excello Homes does not have any current litigation(s), outstanding judgements and/or liens affecting our firm.

Strong Financial Stability

Our company is financially solvent with adequate capitalization to continue accepting multiple construction projects throughout Texas. There are no events, liabilities, or contingent liabilities that could affect Excello Homes financial ability to perform this contract.

Excello has strategies for ensuring fiscal controls that are effective for preventing fraud and abuse, and for complying with state and federal guidelines. Excello Homes has an automated workflow that outlines all state and federal guidelines with fiscal controls that coincide with our standard operating procedures. Our comptroller is a Certified Public Accountant (CPA) that spent much of her career as an IRS auditing agent. She has developed mandatory compliance plans that are designed to guard against fraud and abuse.

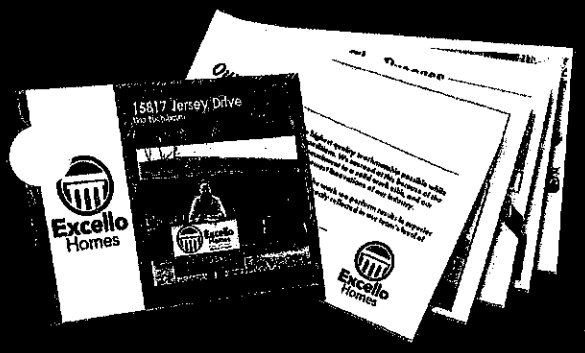
We have the financial capital to complete the entire scope of this project. Through our past success in these programs, we maintain adequate cash on hand and through our excellent credit worthiness we have a line of credit through First Financial Bank in Beaumont in the amount of seven hundred and fifty thousand dollars ($750,000).

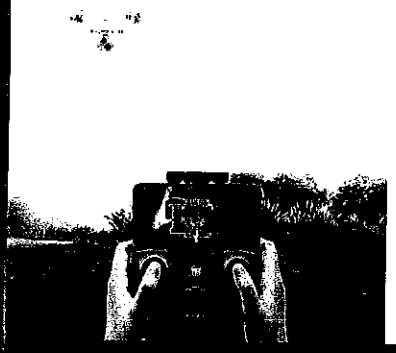
Please see our two years of financial statements at the end of this section

Unique Services Offered

Photobook

Excello Homes provides a personalized photobook to each elevation homeowner. A timeline of the elevation events are captured in these exclusive memory books. Before and After pictures are posted along with progression photos of every construction phase. Excello enjoys providing comfort and security to our neighbors. We feel that by offering this additional service we can involve the homeowner to experience the home elevation process with us.



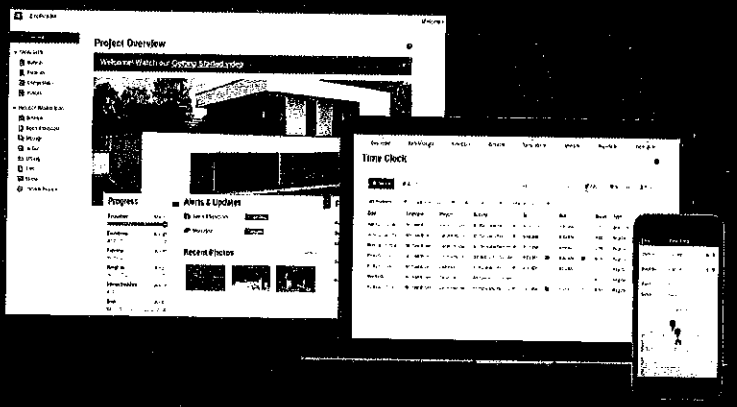


Drone Footage

Ariel video captured with our State-of-the-Art drone technology will be utilized to obtain images for your personalized photobook. From this vantage point you can see your home like never before.

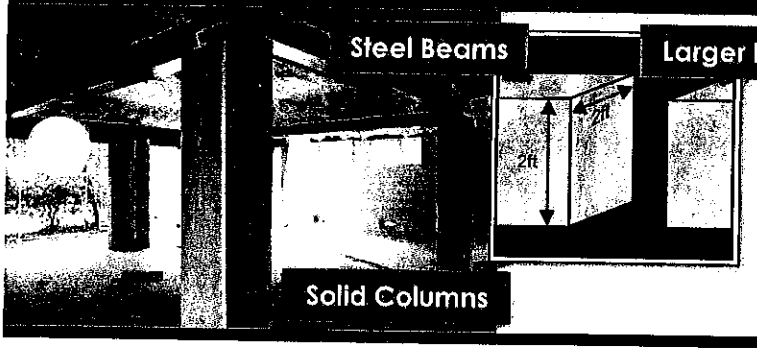
Stay Connected

We have a state-of-art computer on-line software that will allow you to view the elevation progress in real time from anywhere. Our team will update pictures/job notes daily and each homeowner can track every phase of the elevation process on their phone or iPad.



Design Team

Excello has a dedicated department that can spend personal time with every homeowner to help visualize their home and avoid any costly mistakes or time delays. We can provide a 3-D color rendering to allow each homeowner to see their home ideas become reality. We collaborate with both our design team and engineers to devise an innovative plan to design each home so that it appears as it was built as an elevated home.



Better Foundation

Our team utilizes larger footers, additional steel beams, and solid pour columns during the elevation process to make sure every home is more than adequately able to support the new construction weight. This technique provides a foundation 75% stronger than any competitor.

Primary Company Contact References

Jim Griffin, CSP*
President
1245 West Cardinal Drive
Beaumont, Texas 77705-6410
Direct (409) 842-0161
Cell (409) 284-6611
Email: jgriffin@excellohomes.com

Joellen Hall
Vice President of Operations
1245 West Cardinal Drive
Beaumont, Texas 77705-6410
Direct (409) 842-1827
Cell (409) 344-1753
Email: jh@excellohomes.com

Managers
Jeff Goff – VP of Construction
Erin Broussard – Customer Service Manager
Ryan Webb – Design Team Manager
Michael Barborek – Project Manager
Rafael Parababi – Quality Control Manager
Eduardo Barragan – Field Project Manager
Carl Galvan – Field Project Manager

Chandra Franklin Womack – Professional Engineer of record

All staff is proficient in providing management and elevation services for this RFQ.

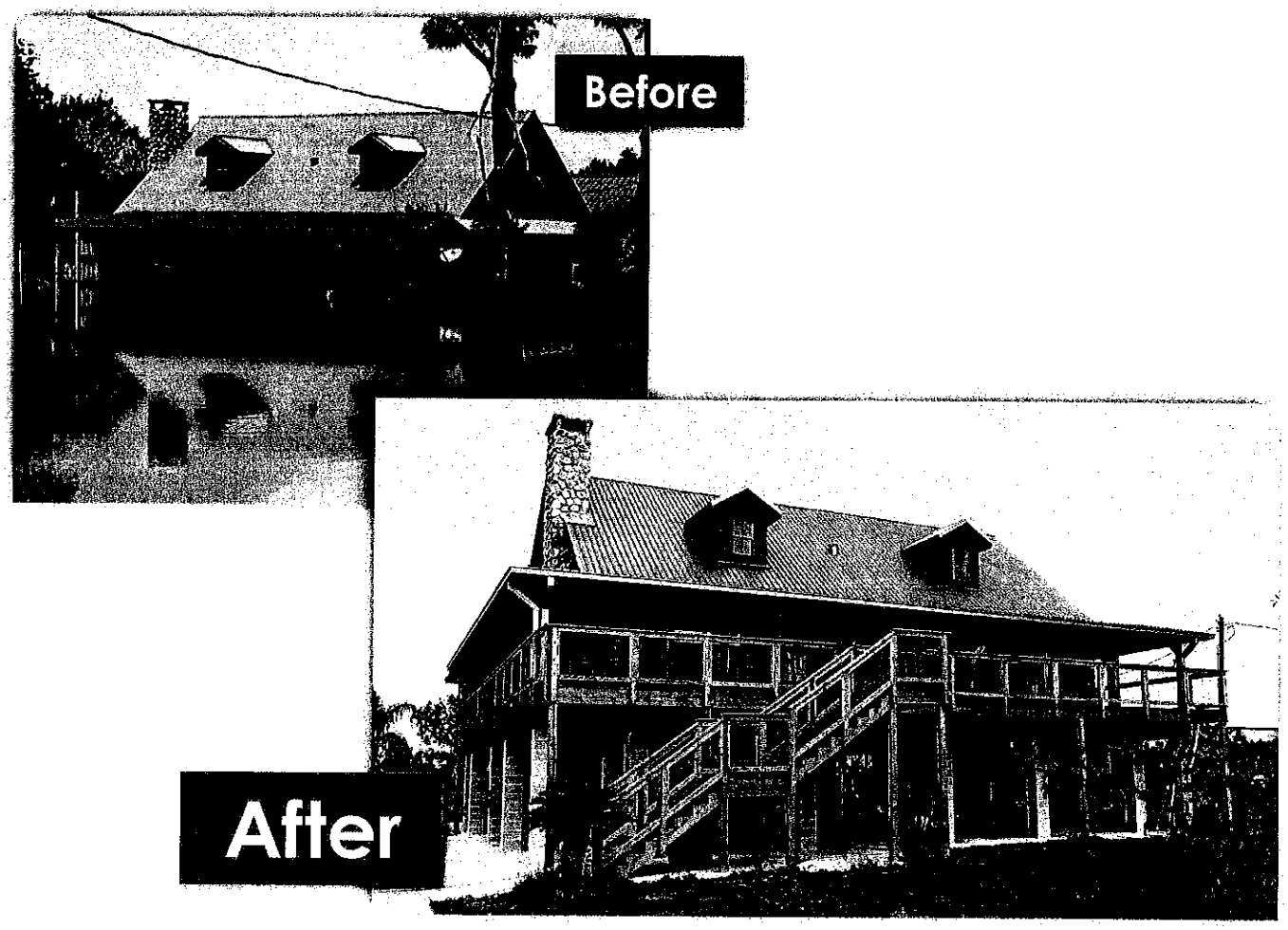
Our team that will be assigned to Jefferson County has had Direct Supervision in numerous programs such as THAP Program (homes for TDHCA), Sabine Pass Restoration Housing Authority New Construction, Galveston County IKE Project, City of Houston New Construction, Rehabilitation Program, East Texas Council of Government Construction Program, Houston-Galveston Area Agency on Aging Program, Southeast Texas Area Agency on Aging Program, Harris County Area Agency on Aging, CDBG Program -Harris County, CDBG Program -City of Baytown, Reeves County Reconstruction and Rehabilitation Program, Severe Repetitive Loss (SRL) Galveston County Home Elevation Project, New Jersey Home Elevation Program, Nassau Bay Home Elevation Program, and Texas Parks and Wildlife Elevation Project, Guadalupe County Home Elevation Program, City of Houston New Construction, Rehabilitation and Elevation Program, Santa Rosa Island Authority, Pensacola Beach, Florida- Home Elevation Program, Costa Del Ray Condominiums Elevation Project, Texas General Land Office (GLO) Disaster Recovery Residential Rehabilitation, Reconstruction, New Construction and Home Elevation Program State of Florida – Disaster Recovery Program-Florida Department of Economic Opportunity Program (CDBG) - Hurricane Irma & Michael

Resumes for your review are listed in Section 5
Professional Qualifications and Individual Experiences

Jefferson County Homeowner Testimony

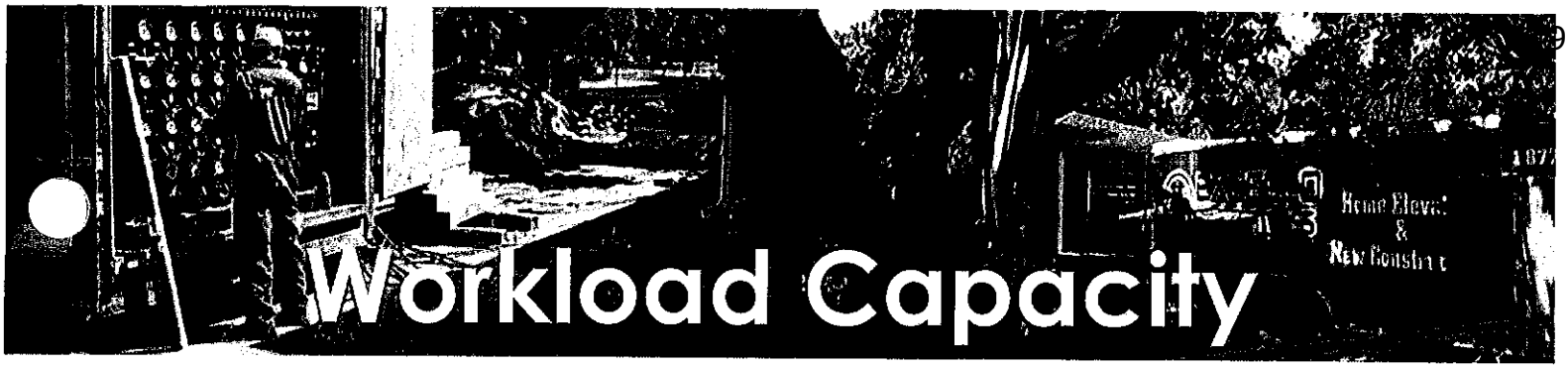
Excello Homes understands how flood damage can deeply affect a community. Jefferson County is our community. We have personally experienced the numerous flood events that have devastated our homes. Many of our own team members have suffered from the catastrophic loss that rising flood waters have on a home. Excello wholeheartedly wishes to elevate our neighbors and bring them back to a sense of security.

Excello Homes provided elevation services to a local Jefferson County homeowner that chose to utilize his personal funds to raise his home.



THANK YOU
It's been a fantastic experience thank you for all the excellent hard work.
Each individual crew was a pleasure to work with and did outstanding work.
We appreciate what Excello did for us and our family and we are extremely grateful.

Thanks,
Jacque Ross Beaumont, Texas 77705



Workload Capacity

Proven Performance
Excello Homes has proven our ability to successfully manage large-scale (scattered-lot) disaster programs all over the United States. Excello has developed an impressive track record of completing the most complex and unique projects in a multitude of Disaster Recovery Programs. Based on our exceptional scorecard Excello was requested to complete homes in various stages of construction due to another contractor unable to complete their original contract.

Excello Homes can maintain our industry leading quality and efficiency while committing to 25 home elevations, 100 rehabilitations and 15 new constructions simultaneously throughout the State of Texas. Excello Homes has flourished in a program where we had as many as 240 homes under simultaneous construction spread across 22 counties in the State of Texas.

In addition, Excello Homes has continued to improve the quality control processes. The supervisory staff of Excello Homes has over 100 years of residential construction experience. Our professional staff along with control policies have resulted in first rate quality homes being completed in shorter periods of time. When unencumbered by weather or unforeseen circumstances, program homes are now being completed within an average time of 90 days.

Excello Homes has invested in a 2-acre property strategically located in Beaumont, this location is utilized to stage our equipment and materials. The close proximity allows for an easy transition to mobilize anywhere in Jefferson County within hours.

Proof of Equipment
We own a fleet of the most advanced unified jacking systems with dedicated trailers that can be easily mobilized within Beaumont. Excello Homes has purchased over 10,000 pieces of cribbing that are currently stacked in our laydown yard. We have invested in concrete column forms, that allow homeowners to choose they're preferred style of column (round or square). We have purchased an outstanding number of jacks and jack stands to ensure a safe lift.

Engineering Consultant:
Excello Homes will be utilizing Aran & Franklin Engineering Inc., who are a Leader in Windstorm and Structural engineering. Aran & Franklin has served the Gulf Coast since 1998. They are very familiar with every type of lift, Slab Elevation, Slab Separation, and Pier and Beam. Chandra Womack, the Chief Executive Officer, is a Texas Department of Insurance Windstorm Appointed Engineer and a member of the International Code Council, The American Society of Civil Engineers and The American Institute of Steel Construction. Aran & Franklin inspectors review the jobsite throughout every phase of the elevation process. The professional engineer, Chandra Womack will sign and seal every concurrence letters.

Staffing and Labor Force

22 Team Members designated for the Jefferson County Elevation Program; comprised of Executive Management, Project Managers, Quality Control Mangers, Certified Safety Professional, Foreman/Field Supervisors, Project Liaisons, Permitting and Accounting Department, and Customer Service.

Our key personnel (15) dedicated to Jefferson County include Jim Griffin, Joellen Hall, Jeff Goff, Erin Broussard, Ryan Webb, Michael Barborek, Rafael Parababi, Linda Tate, Christa Manuel, Eduardo Barragan, Carl Galvan, Melissa Osburn, Audrea Grimaldo, Katelyn Schlientz, and Remi Rupert. As per company protocol, our administrative staff, customer services representatives, design team and permitting department will also help to ensure the success for the Residential Elevation Services for Jefferson County Hazard Mitigation Grant Program.

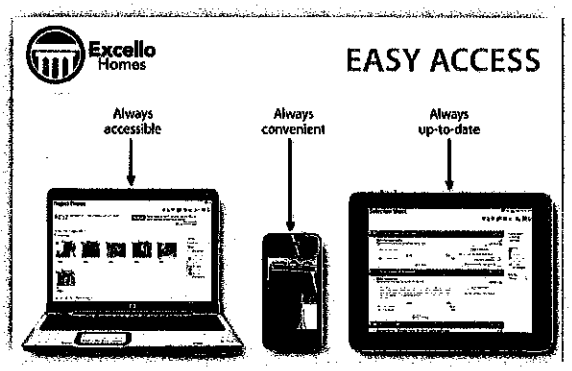
Scattered Lot Challenges Eliminated

Advantages of our State-of-the-Art Construction Software

- Our software allows us to manage multiple projects scattered throughout the United States with specific schedules, daily updates, including pictures and budget tracking which all sync in real time.
- Our software allows us to include advanced estimates, cost catalog, specification and homeowner selections, purchase orders, subcontractor insurance certificates and license tracking.
- Our software starts by setting production targets in the office, followed by tracking and monitoring progress as it's documented in the field.
- Our software automatically calculates how efficient we are in each cost code as well as projected time-to-completion to boost our profitability.
- When coupled with our software, outside team members can respond to correspondence and documentation in real time eliminating missed emails or having to play phone tag.
- Our software automatically updates each project calendar and auto generates alerts that help keep track of time-sensitive information.
- Our software reduce costly delays and maintains open communication with the homeowners. Our software allows our team to take advantage of dynamic critical path tools and sends multiple reminders to our subcontractors of any project changes.

Current Projects

Currently we have 4 homes in Orange County that are at 95% completion and 1 Nassau Bay, TX that is 85% complete.



Professional Qualifications and Individual Experiences

Excello Homes team of professionals are capable of providing the required elevation services in the most efficient manner for the best interest of Jefferson County. Our success is demonstrated by our ability to complete projects before construction deadlines while maintaining a strict budget.

Excello Homes is proud to self-perform all aspects of the elevation process excluding mechanical, electrical and plumbing services. Excello Homes President is a Certified Safety Professional and verifies all work is conducted as per OSHA requirements. We have a database compiled of subcontractors/vendors located in the various zones throughout Southeast Texas that will allow us to continue working without delays and scheduling all work in a timely manner.

We routinely perform internal audits of work conducted by subcontractors and rectify any lapse in timelines or quality of deliverables. We will also perform audits of randomly picked jobs to ensure workflows and protocols are meeting their intended goals. Our team will also have performance reviews to discuss and analyze the effectiveness of their work and how it fits into the bigger picture of the program.

Our administrative team outlines all contractual obligations. This includes but is not limited HUB requirements; recordkeeping, client, and subcontractor Master Service Agreements (MSA's). All our records are kept in a manner that is in compliance with both State and Federal compliance rules and regulations.

Our Goal: Excello will ensure the resilient policy framework of elevating homes with the perspective of building components that can withstand major disasters and reduce repetitive flood damages.

Our Goals Are Specific: Excello will be a reliable partner helping the citizens of Jefferson County to elevate their home within the cost/time/quality required by the program.

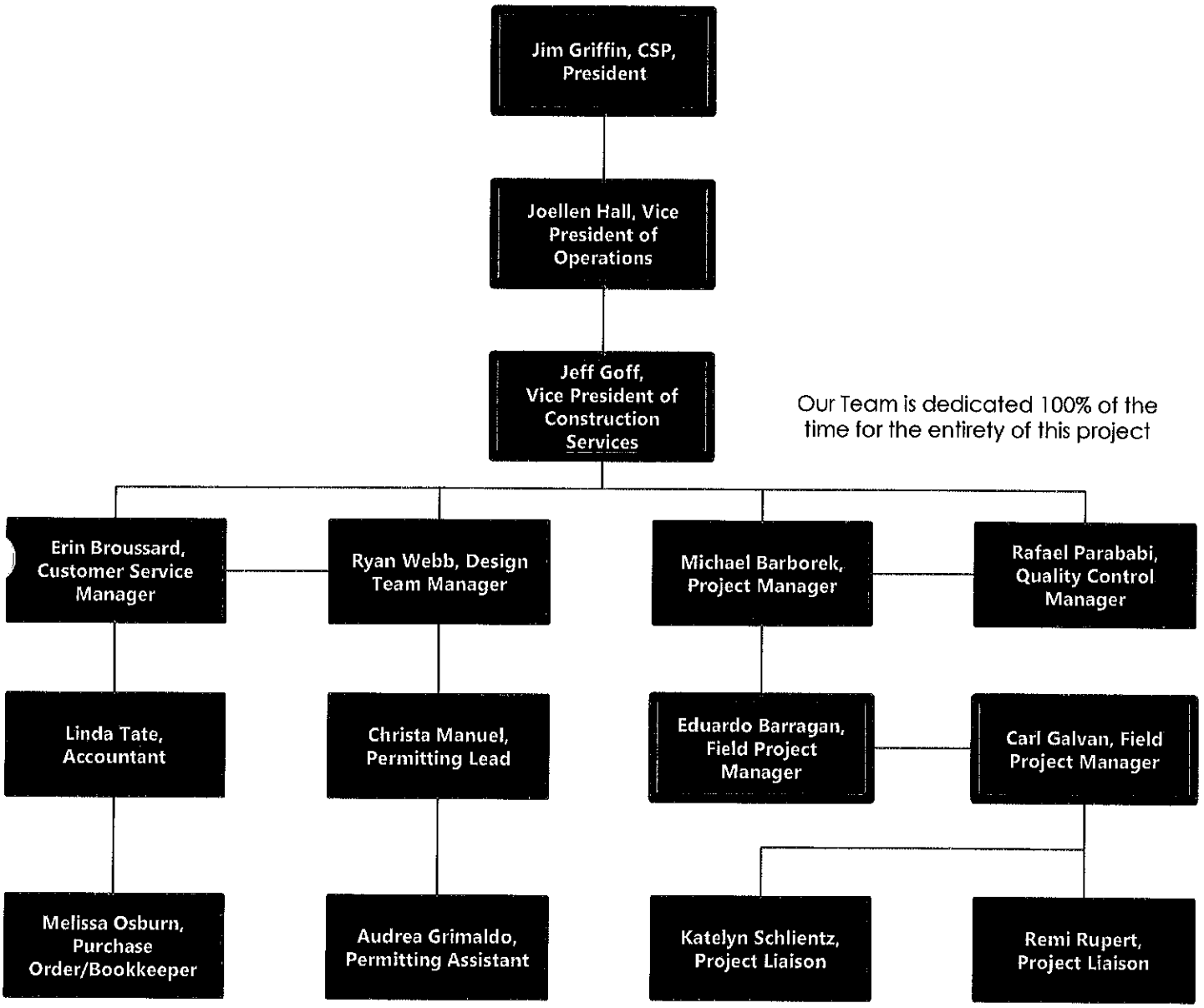
Our Strategy: Excello strategy results in elevating homes to solve problems for longevity, innovation, and adaptability for all locations throughout Jefferson County.

Measurable: Excello will meet and exceed timelines outlined in this RFP.

Attainable: Excello through synergistic relationships with our team and partners we can utilize our systems to achieve progress milestones.

Organizational Chart

Key Personnel Dedicated to Jefferson County Home Elevation Program



Our Team is dedicated 100% of the time for the entirety of this project

Selected Staff Resumes Attached

Excello Homes

1245 West Cardinal Dr,
Beaumont, Texas 77705
877.390.5438
info@excellohomes.com

Chandra Womack P.E., Professional Engineer Consultant

ARAN + FRANKLIN ENGINEERING INC.

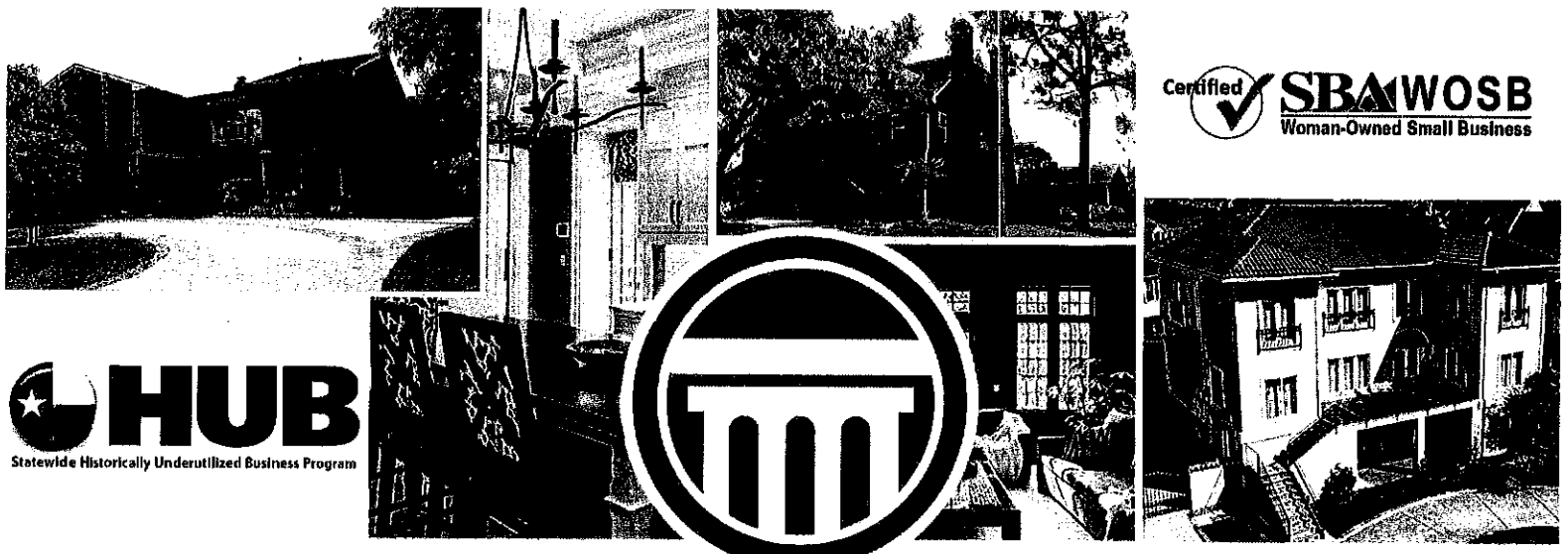
Persons Authorized to Negotiate for & Contractually Bind Excello Homes

Primary Company Contacts

Jim Griffin, CSP*
President
1245 West Cardinal Drive
Beaumont, Texas 77705-6410
Direct (409) 842-0161
Cell (409) 284-6611
Email: jgriffin@excellohomes.com

Joellen Hall
Vice President of Operations
1245 West Cardinal Drive
Beaumont, Texas 77705-6410
Direct (409) 842-1827
Cell (409) 344-1753
Email: jh@excellohomes.com

Jim Griffin will sign the response and address questions generated during the evaluation process



Certified SBA WOSB Woman-Owned Small Business

HUB Statewide Historically Underutilized Business Program

Excello Homes

Home Elevation

Residential Remodeling

New Construction

3D Home Renditions

877-390-5438 ExcelloHomes.com **409-842-1827**

Excello Homes

James Griffin

President / Certified Safety Professional

Contact

1245 West Cardinal Drive
Beaumont, Texas 77705

877.390.5438

jgriffin@excellohomes.com

Education

Major: Chemistry

Bachelor of Science
Stephen F. Austin
State University
1995

Associate of
Applied Science
Lamar University
1996

Skills

- Motivated
- Project Management
- Price Negotiation
- Risk Management
- Business Relations
- Analytical Skills

Summary

Oversees day to day operations, uses experience to make decisions based on the values and betterment of the company. Demonstrate strong leadership, motivational skills, and strong analytical skills.

Work Experience

Excello Homes | President
2003 – Present

- Costing and performance review for multiple projects. Management Personnel decisions. Oversight of Corporate finances. Corporate reporting. Public relations. Implement business development skills.

Licenses

State of Louisiana Board Certified

- Home Improvement Contractor
  License Number: 558783

- Residential Building Contractor
  License Number: 884215

- Specialty: Rigging, House Moving, Wrecking & Dismantling Contractor
  License Number: 61175

State of Florida Board Certified

- Residential Contractor
  License Number: CRC1332539

Excello Homes

James Griffin

President

Contact

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Education

Major: Chemistry

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State University
1995

Associate of
Applied Science
Lamar University
1996

Skills

- Motivated
- Project Management
- Price Negotiation
- Risk Management
- Business Relations
- Analytical Skills

Credentials & Certifications

- Certified Safety Professional # 17583
- American Chemical Society Certified Chemist

Experience on Similar Projects

*Brazoria County, Texas FEMA Home Elevation Program,
*Taylor Lake TWDB-FEMA Home Elevation Program,
*City of Nassau Bay FEMA Home Elevation Program,
*New Jersey Sandy Recovery Home Program (RREM),
*Texas General Land Office (GLO) Hurricane Harvey Disaster Recovery Program,
*Galveston County FEMA Home Elevation Program,
*Guadalupe County FEMA Home Elevation Program,
*City of Houston FEMA Home Elevation Program,
*Jersey Village FEMA Home Elevation,
*Santa Rosa Island Authority, Pensacola Beach Florida, FEMA Home Elevation Program,
*Costa Del Ray Condominiums in Port Aransas, Texas,
*Texas Parks and Wildlife in Fort Bend County, Texas,
*Hurricane Rita Texas Housing Assistance Program,
*Sabine Pass Restoration Project,
*Hurricane Ike Galveston County Housing Assistance Program,
*East Texas Council of Government's Disaster Recovery Program,
*City of Baytown Disaster Recovery Program,
*City of Houston Disaster Recovery Program,
*LINC Houston Renovation Program funded through Neighborhood Centers Inc.,
*Reeves County Disaster Recovery Program,
*Galveston, Beaumont, and Harris County CDBG Funded Renovation Projects.

Excello Homes

Joellen Hall

Vice President of Operations

Contact

1245 West Cardinal Drive
Beaumont, Texas 77705

877.390.5438

jh@excellohomes.com

Education

Major: Business
Minor: Marketing

Bachelor of Business Administration
Lamar University
1994

Skills

- Self-Driven
- Positivity
- Adaptability
- Organization
- Leadership
- Problem-Solving

Summary

Uses 18+ years of business experience to plan, direct, coordinate, and oversee operations activities in the organization, ensuring development and implementation of efficient operations and cost-effective systems to meet current and future needs of the organization.

Work Experience

Excello Homes | Vice President of Operations
2004 – Present

- Negotiate contracts and agreements
- Analyze reports and financial statements
- Hire managers and department heads
- Provide oversight of all company construction activities.
- Conduct weekly production and operations contractor meetings, which facilitate stronger communication and the ability to resolve critical issues.
- Oversee all aspects of construction projects from conception to completion.
- Utilize industry-standard critical path tools to alleviate dead time between tasks.
- Visualize and create construction schedules directly on the Gantt chart with click and drag task bars.
- Shave weeks off project durations by using predecessor relationships to map the critical path of tasks. Compensate for unexpected changes in our construction schedule and keep all our tasks in line with predecessors and shift start date.
- Supervise the overall process of responding to Request For Proposals (RFP's), as well as ongoing consultant questionnaires from prospects and existing clients.

Excello Homes

Joellen Hall

Vice President of Operations

- Write customized responses to proposals as needed
- Interpret and communicate information regarding the firm, fund/portfolio characteristics and performance to clients and prospects as needed.
- Craft detailed, in-depth proposals for multi-strategy mandates
- Track RFP statistics and services
- Implement business development skills.

Contact

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Education

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1994

Skills

- Self-Driven
- Positivity
- Adaptability
- Organization
- Leadership
- Problem-Solving

Experience on Similar Projects

*Brazoria County, Texas FEMA Home Elevation Program,
*Taylor Lake TWDB-FEMA Home Elevation Program,
*City of Nassau Bay FEMA Home Elevation Program,
*New Jersey Sandy Recovery Home Program (RREM),
*Texas General Land Office (GLO) Hurricane Harvey Disaster Recovery Program,
*Galveston County FEMA Home Elevation Program,
*Guadalupe County FEMA Home Elevation Program,
*City of Houston FEMA Home Elevation Program,
*Jersey Village FEMA Home Elevation,
*Santa Rosa Island Authority, Pensacola Beach Florida, FEMA Home Elevation Program,
*Costa Del Ray Condominiums in Port Aransas, Texas,
*Texas Parks and Wildlife in Fort Bend County, Texas,
*Hurricane Rita Texas Housing Assistance Program,
*Sabine Pass Restoration Project,
*Hurricane Ike Galveston County Housing Assistance Program,
*East Texas Council of Government's Disaster Recovery Program,
*City of Baytown Disaster Recovery Program,
*City of Houston Disaster Recovery Program,
*LINC Houston Renovation Program funded through Neighborhood Centers Inc.,
*Reeves County Disaster Recovery Program,
*Galveston, Beaumont, and Harris County CDBG Funded Renovation Projects.

Excello Homes

Jeff Goff

Vice President of Construction

Contact

1245 West Cardinal Drive
Beaumont, Texas 77705

877.390.5438

jeff@byrdsonservices.com

Education

Major: Industrial Technology

Bachelor of Science
Lamar University
1995

Associate of Applied Science
Lamar University
1996

Skills

- Adaptability
- Project Management
- Leadership
- Risk Management
- Positivity

Summary

Oversee specific areas of the company including representing the company in the community, developing strategies for growth, and planning. Ensure all projects are following our company's QA/QC processes.

Work Experience

Excello Homes | Vice President of Construction
2004 – Present

- Primary Point of contact internally and externally and directing communications/inquiries as appropriate for all Government Projects
- Produce, proofread, and edit complex correspondence and presentations and participate in special projects
- Compile and analyze information for inclusion into reports and prepare comprehensive presentations with multi- directives from manager and subcontractors for all Governmental Projects

Risk Assessor & Trainer
2004 - 2006

- Responsible for all technical and operational aspects of lead-based paint activities. Conduct and oversee risk assessments, lead inspections, and clearance examinations. Trainer for Hazwoper, Asbestos Awareness, and H2S Awareness classes.

Excello Homes

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Vice President of Construction

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Beaumont, Texas 77705

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jeff@byrdsonservices.com

Education

Major: Industrial Technology

Bachelor of Science
Lamar University
1995

Associate of Applied Science
Lamar University
1996

Skills

- Adaptability
- Project Management
- Leadership
- Risk Management
- Positivity

Fleetwood Homes | Product Specialist
1997 – 2004

- Responsible for overseeing all materials used in the production of manufactured housing at Fleetwood. Maintained all MSDS and Product Data Sheets for all materials. Responsible for ensuring a safe work environment and safe product design.

Experience on Similar Projects

*Brazoria County, Texas FEMA Home Elevation Program,
*Taylor Lake TWDB-FEMA Home Elevation Program,
*City of Nassau Bay FEMA Home Elevation Program,
*New Jersey Sandy Recovery Home Program (RREM),
*Texas General Land Office (GLO) Hurricane Harvey Disaster Recovery Program,
*Galveston County FEMA Home Elevation Program,
*Guadalupe County FEMA Home Elevation Program,
*City of Houston FEMA Home Elevation Program,
*Jersey Village FEMA Home Elevation,
*Santa Rosa Island Authority, Pensacola Beach Florida, FEMA Home Elevation Program,
*Costa Del Ray Condominiums in Port Aransas, Texas,
*Texas Parks and Wildlife in Fort Bend County, Texas,
*Hurricane Rita Texas Housing Assistance Program,
*Sabine Pass Restoration Project,
*Hurricane Ike Galveston County Housing Assistance Program,
*East Texas Council of Government's Disaster Recovery Program.

Excello Homes

Carl Galvan

Field Project Manager

Contact

1245 West Cardinal Drive
Beaumont, Texas 77705

877.390.5438

carl@excellohomes.com

Education

United States Army
Medic & Evacuation
Sergeant

Skills

- Self-Driven
- Positivity
- Adaptability
- Organization
- Leadership
- Problem-Solving
- Management
- Sense of urgency
- Quality Standards
- Customer Services
- Conflict Resolution

Summary

Manage and oversee the performance of the field staff for a variety of projects, which involve construction and the maintenance of existing landscapes and buildings

Work Experience

Excello Homes | Field Supervisor
2006 – Present

- Review monthly sub pay apps to ensure progress is in line with actual work installed.
- Coordinate, schedule and manage all subcontractors and vendors.
- Conduct weekly subcontractor coordination meetings with all onsite or soon to be onsite subcontractor supervision.
- Expedite vendors and subcontractors on a daily and weekly basis. Identify and resolve construction problems as they develop. Keep the project on schedule.
- Maintain accurate time keeping and cost records.
- Review weekly labor reports and monthly total job cost reports carefully to determine areas needing special attention, and initiate changes and procedures to bring costs back into budget.
- Manage the quality control of the project.
- Comply with all jobsite reporting requirements, including daily reports, weekly unit reports, weekly updates to the "two-week look-ahead" and monthly updates to the construction schedule.
- Ability to operate machinery.
- Instruct Toolbox Safety Meetings

Excello Homes

Carl Galvan

Field Project Manager

Contact

1245 West Cardinal Drive
Beaumont, Texas 77705

877.390.5438

carl@excellohomes.com

Education

United States Army
Medic & Evacuation
Sergeant

Skills

- Self-Driven
- Positivity
- Adaptability
- Organization
- Leadership
- Problem-Solving
- Management
- Sense of urgency
- Quality Standards
- Customer Services
- Conflict Resolution

Credentials & Certifications

- First Responder CPR/First Aid
- Confined Space Rescue
- High Angle Rescue
- Asbestos Awareness
- 40 HR HAZWOPER

Experience on Similar Projects

Brazoria County, Texas FEMA Home Elevation Program,
*Taylor Lake TWDB-FEMA Home Elevation Program,
*City of Nassau Bay FEMA Home Elevation Program,
*New Jersey Sandy Recovery Home Program (RREM),
*Texas General Land Office (GLO) Hurricane Harvey Disaster Recovery Program,
*Galveston County FEMA Home Elevation Program,
*Guadalupe County FEMA Home Elevation Program,
*City of Houston FEMA Home Elevation Program,
*Jersey Village FEMA Home Elevation.

Excello Homes

Eduardo Barragan

Field Project Manager

Contact

1245 West Cardinal Drive
Beaumont, Texas 77705

877.390.5438

ed@excellohomes.com

Education

Thomas Jefferson
High School
1986

Skills

- Self-Driven
- Positivity
- Adaptability
- Organization
- Leadership
- Problem-Solving
- Management
- Sense of urgency
- Quality Standards
- Customer Services
- Conflict Resolution

Summary

Manage and oversee the performance of the field staff for a variety of projects, which involve construction and the maintenance of existing landscapes and buildings

Work Experience

Excello Homes | Field Supervisor
2012 – Present

- Aid in development of company procedures and growth plan
- Responsible for bidding all construction jobs for the company
- Responsible for training and safety of all crews insuring ease and accuracy of scheduling
- Managed all aspects of the day-to-day operations of the company
- Managed warranty process maintaining a 97% customer satisfaction each year.
- Responsible to maintain and update the construction software to update homeowners and avoid miscommunication
- Responsible to communicate with City inspectors, Engineering personnel and Architectural team

Excello Homes

Eduardo Barragan

Field Project Manager

Barragan Construction | Vice President
2004 – 2012

- Managed all aspects of the day-to-day operations of the Home Builder
- Responsible for and managed construction staff
- Responsible for the hiring, training and day to day operations of sales staff
- Responsible for and managed the land department and approval of all land purchases
- Insured quality, timely, and efficient building.
- Successfully managed budgeting process for all homes offered.
- Negotiated with sub-contractors and vendors insuring efficient and accurate cost of construction
- Helped reduce build times and improved subdivision profits.
- Surpassed all stringent personal goals.

Experience on Similar Projects

Brazoria County, Texas FEMA Home Elevation Program,
*Taylor Lake TWDB-FEMA Home Elevation Program,
*City of Nassau Bay FEMA Home Elevation Program,
*Texas General Land Office (GLO) Hurricane Harvey Disaster Recovery Program,
*Galveston County FEMA Home Elevation Program,
*Guadalupe County FEMA Home Elevation Program,
*City of Houston FEMA Home Elevation Program,
*Jersey Village FEMA Home Elevation.

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Education

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1986

Skills

- Self-Driven
- Positivity
- Adaptability
- Organization
- Leadership
- Problem-Solving
- Management
- Sense of urgency
- Quality Standards
- Customer Services
- Conflict Resolution

JEFFERSON COUNTY PURCHASING DEPARTMENT
Deborah L. Clark, Purchasing Agent

1149 Pearl Street
1st Floor, Beaumont, TX 77701

OFFICE MAIN: (409) 835-8593
FAX: (409) 835-8456

Addendum to RFQ

RFQ NUMBER: RFQ 22-047/MR

RFQ TITLE: Contractor Qualifications for Residential Home Elevations for HMA, TWDB and BRIC Disaster Funding Recipients, Pursuant to Chapter 262, Texas Local Government Code, the County Purchasing Act and 2 CFR Section 200.318-326

RFQ DUE BY: **11:00 am CT, Wednesday, August 31, 2022**

ADDENDUM NO.: 1

ISSUED (DATE): August 23, 2022

To RFQ Respondent: This Addendum is an integral part of the RFQ package under consideration by you as a Respondent in connection with the subject matter herein identified. Jefferson County deems all sealed qualifications to have been proffered in recognition and consideration of the entire RFQ Specifications Package – *including all addenda*. For purposes of clarification, **receipt of this present Addendum by a Respondent should be evidenced by returning it (signed) as part of the Respondent's sealed RFQ response submission.** If the RFQ response submission has already been received by the Jefferson County Purchasing Department, Respondent should return this addendum in a separate sealed envelope, clearly marked with the RFQ Title, RFQ Number, and RFQ Opening Date and Time, as stated above.

Reason for Issuance of this Addendum:
Vendor Questions

The information included herein is hereby incorporated into the documents of this present RFQ matter and supersedes any conflicting documents or portion thereof previously issued.

Receipt of this Addendum is hereby acknowledged by the undersigned Respondent:

ATTEST:

Witness

Witness

Approved by ____ Date: _____

Authorized Signature (Respondent)

President
Title of Person Signing Above

James Griffin, CSP
Typed Name of Business or Individual

1245 West Cardinal Drive, Beaumont, Texas 77705
Address

JEFFERSON COUNTY PURCHASING DEPARTMENT
Deborah L. Clark, Purchasing Agent

1149 Pearl Street
1st Floor, Beaumont, TX 77701

OFFICE MAIN: (409) 835-8593
FAX: (409) 835-8456

1. Question: Since our submission of a Statement of Qualifications will not include any bids at this time, may we assume no bid bond is required? If a bid bond is required, what amount should be bonded?
   Answer: No bid bond is due upon submission of your response to this Request for Statement of Qualifications. The bid bond will be required within ten (10) days of signing a contract with the County. This Request for Statement of Qualifications will be used to select qualified vendors to engage in contract negotiations for contracts. The bid bond amount will be determined when negotiations have been completed and a contract for the project has been executed.

JEFFERSON COUNTY PURCHASING DEPARTMENT

Deborah L. Clark, Purchasing Agent

1149 Pearl Street
1st Floor, Beaumont, TX 77701

OFFICE MAIN: (409) 835-8593
FAX: (409) 835-8456

August 9, 2022

Request for Statements of Qualifications
(RFQ 22-047/MR) Contractor Qualifications for Residential Home Elevations for HMA, TWDB and BRIC Disaster Funding Recipients, Pursuant to Chapter 262, Texas Local Government Code, the County Purchasing Act and 2 CFR Section 200.318-326

Jefferson County is seeking submittals from qualified firms to provide professional residential home elevation contractor services in accordance with Request for Statements of Qualifications (RFQ 22-047/MR) Contractor Qualifications for Residential Home Elevations for HMA, TWDB and BRIC Disaster Funding Recipients, Pursuant to Chapter 262, Texas Local Government Code, the County Purchasing Act and 2 CFR Section 200.318-326.

All interested firms should obtain a "Request for Qualifications" specifications packet from the Jefferson County Purchasing webpage at: https://www.co.jefferson.tx.us/Purchasing/

All submittals shall be evaluated by an Evaluation Committee. This committee will evaluate submissions to this request and select the firm that is most qualified, responsive, and experienced.

Responses are to be sealed and addressed to the Purchasing Agent with the request for qualifications number and name marked on the outside of the envelope or box. All responses shall be submitted with an original and (5) five copies, to the Jefferson County Purchasing Department, 1149 Pearl Street, 1st Floor, Beaumont, Texas 77701, no later than 11:00 am CT, Wednesday, August 31, 2022. Jefferson County does not accept responses submitted electronically. Responses will be publicly opened and the names of responding firms will be read aloud in the Jefferson County Engineering Department Conference Room (5th Floor, Historic Courthouse) 1149 Pearl Street, Beaumont, Texas 77701 at the time and date below. Statements of Qualifications received after that time will be considered late and will be returned unopened. Inquiries shall be directed to Mistey Reeves, Assistant Purchasing Agent at 409-835-8593 or mreeves@co.jefferson.tx.us. If no response in 72 hours, contact Deborah Clark, Purchasing Agent at 409-835-8593 or dclark@co.jefferson.tx.us.

REQUEST NAME:	**Contractor Qualifications for Residential Home Elevations for HMA, TWDB and BRIC Disaster Funding Recipients, Pursuant to Chapter 262, Texas Local Government Code, the County Purchasing Act and 2 CFR Section 200.318-326**
REQUEST NUMBER:	**RFQ 22-047/MR**
DUE DATE/TIME:	**11:00 am CT, Wednesday, August 31, 2022**
MAIL OR DELIVER TO:	**Jefferson County Purchasing Department** **1149 Pearl Street, 1st Floor** **Beaumont, TX 77701**

The County shall require the bidder to furnish a bid security in the amount of five percent (5%) of the total contract cost. The bid bond must be executed with a surety company authorized to do business in the State of Texas. Within ten (10) days after the date of the signing of a contract, the bidder shall furnish a performance bond to the County for the full amount of the contract, if the contract exceeds one hundred thousand dollars ($100,000). If the contract is for one hundred thousand dollars ($100,000) or less, the County may provide that no money be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County.

Jefferson County encourages Disadvantaged Business Enterprises (DBEs), Minority/Women Business Enterprises (M/WBEs), and Historically Underutilized Businesses (HUBs) to participate in the bidding process. Jefferson County does not discriminate on the basis of race, color, national origin, sex, religion, age or disability in employment, or the provisions of services. Individuals requiring special accommodations are requested to contact our office at least seven (7) days prior to the bid due date (at 409-835-8593) to make appropriate arrangements.

All interested firms are invited to submit a proposal in accordance with the terms and conditions stated in this request.

Respondents are strongly encouraged to carefully read the entire invitation, as failure to return and/or complete all required documentation will result in a response being declared as non-responsive.

Sincerely,

Deborah Clark

Deborah L. Clark, Purchasing Agent
Jefferson County, Texas

PUBLISH:
Beaumont Enterprise & Port Arthur News:
August 10th & 17th, 2022
Examiner **August 18, 2022**

TABLE OF CONTENTS

TABLE OF CONTENTS 1
SECTION 1: INTRODUCTION 2
1.1 PURPOSE/SCOPE OF WORK 2
1.2 STATEMENT OF QUALIFICATIONS 6
1.3 PROCEDURE 8
1.4 EVALUATION COMMITTEE 8
1.5 EVALUATION PROCESS 8
1.6 FIRM's SERVICES 9
1.7 LAWS AND REGULATIONS 9
1.8 INSURANCE REQUIREMENTS 9
1.9 WORKER'S COMPENSATION INSURANCE 9
1.10 TERMS AND CONDITIONS 11
INSERTION PAGE: CERTIFICATE OF INSURANCE (COI) 12
SECTION 2: RFQ SUBMISSION REQUIREMENTS AND SPECIAL REQUIREMENTS 13
BYRD ANTI-LOBBYING CERTIFICATION FORM 27
DEBARMENT/SUSPENSION CERTIFICATION 28
CIVIL RIGHTS COMPLIANCE PROVISIONS 29
SECTION 3: RFQ SUBMISSION REQUIREMENTS AND SPECIAL REQUIREMENTS 31
3.1 SUBMISSION OF QUALIFICATIONS 31
3.2 DEADLINE FOR RESONSE SUBMISSIONS/DELIVERY 31
3.3 COURTHOUSE SECURITY 31
3.4 COUNTY HOLIDAYS (2022) 32
3.5 SUBMISSIONS DURING TIME OF INCLEMENT WEATHER, DISASTER, OR EMERGENCY 32
3.6 PRE-PROPOSAL CONFERENCE 32
3.7 QUESTIONS/DEADLINE FOR QUESTIONS 32
3.8 VENDOR REGISTRATION: SAM (SYSTEM FOR AWARD MANAGEMENT) 32
3.9 FORM 1295 SUBMISSION REQUIREMENT (TEXAS ETHICS COMMISSION) 33
SAMPLE FORM 1295 34
INSERTION PAGE: COMPLETED FORM 1295 35
INSERTION PAGE: COMPLETED SYSTEM FOR AWARD MANAGEMENT (SAM) REGISTRATION PROOF 36
3.10 CONFIDENTIAL/PROPRIETARY INFORMATION 37
3.11 EVALUATION SCORING CRITERIA 37
RESPONDENT INFORMATION FORM 38
VENDOR REFERENCE FORM 39
SIGNATURE PAGE 40
CERTIFICATION REGARDING LOBBYING 41
DISCLOSURE OF LOBBYING ACTIVITIES 42
CONFLICT OF INTEREST QUESTIONNAIRE 44
LOCAL GOVERNMENT OFFICER – CONFLICT OF INTEREST DISCLOSURE STATEMENT (OFFICE USE ONLY) 46
RESIDENCE CERTIFICATION/TAX FORM 47
HOUSE BILL 89 VERIFICATION 48
SENATE BILL 252 CERTIFICATION 49
RESPONDENT'S CERTIFICATION 50

SECTION 1: INTRODUCTION: REQUEST FOR STATEMENTS OF QUALIFICATION (RFQ 22-047/MR) Contractor Qualifications for Residential Home Elevations for HMA, TWDB and BRIC Disaster Funding Recipients

1.1 PURPOSE/SCOPE OF WORK.

Jefferson County is requesting statements of qualifications and experience from all interested Residential Home Elevation Contractors desiring to provide professional residential home elevation services for the County as the need for these services arises. The range of services to provide will be broad and will involve residential home elevation. **This RFQ will be utilized to engage firms for future, undefined projects, and an indefinite quantity of residential home elevation contractor services as need arises.**

PROJECT DESCRIPTION:

Jefferson County is issuing the Request for Qualifications (RFQ) to procure professional residential elevation services in the Flood Mitigation Assistance Project, which covers both incorporated and unincorporated areas of Jefferson County, Texas. Jefferson County expects to award multiple contracts through this RFQ as the purpose of this RFQ is to engage a pre-qualified contractor pool to utilize in the elevation of homes in the Flood Mitigation Assistance Project. Contractors must be eligible to participate in contracts involving Federal funds.

Qualified building contractors will work with homeowners who will be receiving funds to elevate their homes. The homeowners will select from the pool of qualified, capable contractors to elevate their home.

Due to the fact that the purpose of this RFQ is to engage a pre-qualified contractor pool, awarded contractors will be asked to compete in individual projects and there is no guarantee of any volume or usage by the homeowners. There is no guarantee of the number of homes any given contractor will be selected to elevate.

The scope of services within each individual project will vary, as the circumstances in each home to be elevated will be different. However, successful contractor services will include, but are not limited to, the following:

For contracted services from Jefferson County using the Flood Mitigation Assistance Project, an Elevation Contractor shall not hire a firm to perform engineering services on the same home if that firm also was contracted by the County to provide Structural Integrity and Inspection Services.

The awarded contractor or contractors will be required to sign an affidavit stating they will comply with the above statement.

SPECIFICATIONS:

1. Contractors will have a licensed Structural Engineer available to sign and stamp drawings.

2. Contractors are required to use a hydraulic lift system when elevating the homes.

3. Contractors are required to use lateral bracing for support of elevated homes.

4. Contractors shall provide professional labor, equipment and materials adequate to perform the work in accordance with the scope of work for each eligible applicant's residential structure while ensuring that all applicable housing standards and codes are met;

5. All elevation work will be performed to meet or exceed all local, state and federal building codes and standards;

6. All elevation work will bring the structure into compliance with the Jefferson County Subdivisions and Floodplain Rules and Regulations by requiring a finished floor elevation a minimum of one-foot (1') above the 100 Year Flood Plain for the Finished Floor Elevation unless a higher elevation in required.

7. Elevation certificates shall be required before the elevation commences, and upon completion to verify the elevation and achieve compliance with local flood plain requirements.

8. If the homeowner selects your company, you will meet with the individual property owners to review the scope of work to be performed, including establishing a work schedule acceptable to property owners and Jefferson County; Prepare plans and specification and perform elevation in compliance with applicable City or County floodplain elevation requirements, code requirements, and Texas Windstorm Insurance Association (TWIA) requirements; Provide initial first floor elevation and obtaining final elevation certificates.

9. Repair of damage caused to homes/property during the elevation project;

10. All damages caused by the contractor during the elevation project shall be paid for by the contractor; these damages are ineligible grant costs and the Program does not cover such costs. These are the responsibility of the contractor.

11. Obtaining all necessary state and local permits and approvals after permits are acquired, but prior to the commencement of the work for each home, with copies of all permits provided to the County;

12. Coordination with property owner; utility disconnection and deactivation;

13. Debris removal in accordance with all Federal, State, and local requirements, including the disposal of potential asbestos containing materials;

14. Site preparation; if needed

15. Compliance with applicable Americans with Disabilities Act requirement may be required if deemed necessary by the homeowner

16. Elevation and post-elevation photographs taken and provided to the County's documenting services performed and compliance with permitting and building requirements;

17. If successful Contractors use subcontractors, then prompt payment of all subcontractors for services rendered, and obtaining signed and notarized lien waivers from all subcontractors documenting proof of payment and providing copy of such lien waivers to the County with draw requests;

18. Maintaining job sites in a neat and orderly manner.

19. Ineligible work shall not be allowed, with the sole exception of ineligible work necessarily incidental to the elevation project. Examples of ineligible work include, but are not limited to, building additions or auxiliary structures, additional landscaping for ornamentation beyond what existed at the site prior to the construction of the project, construction of new decks or porches, construction of expanded decks or porches, improvements for aesthetic reasons, or interior remodels. This list of examples is not exhaustive.

20. Each home shall be subject to a separate written agreement that will be between the contractor, the respective homeowner, and Jefferson County (the "Tri-Party Agreement"). Each Tri-Party Agreement will specify a term

applicable to the Flood Mitigation Assistance Project and specify draw requirements and other requirements associated with that given Flood Mitigation Assistance Project.

Offering financial incentives of any kind such as: trips, meals, entertainment tickets, cash, etc. is strictly prohibited.

BACKGROUND INFORMATION

A residential elevation is when a house that is vulnerable to flooding is physically raised to an elevation at or above the Base Flood Elevation (BFE). The benefits of elevating a structure are to minimize the threat for future flood losses to property and personal belongings; in addition, the activity provides peace of mind to homeowners who have elevated above most flooding events.

MANDATORY ELEVATION

All communities that participate in the National Flood Insurance Program (NFIP) are required to develop a local Floodplain Management Ordinance. These ordinances identify minimum standards that, when met, require homeowners to elevate their houses.

Substantial Damage – after a flood or other damaging event, the Floodplain Administrator for the community will assess damaged structures.

Residential structures that have sustained a 50% or greater loss of the value of the structure (not including lot) are deemed substantially-damaged, and prior to obtaining a building permit, the owners must agree to bring the structure up to the NFIP standard of being elevated to the BFE (or higher as required by local code).

In some instances, communities add 2' of freeboard above the BFE to provide additional flood safety value. The Floodplain Administrator will provide the homeowner with a copy of a letter that states that the property is substantially damaged.

TYPES OF ELEVATIONS

Available elevation methods, which are thoroughly described in FEMA P-312, Chapter 5, and FEMA P-347 include:

Elevating the existing structure on piles, posts, or piers.

1. Elevations in V zones (Velocity Zones in Coastal High Hazard Areas) must be on open foundations. The lowest floor must be free of obstructions or constructed with non-supporting breakaway walls, open wood lattice-work, or screening intended to collapse under wind and water loads without causing collapse, displacement, or other structural damage to the elevated portion of the building or supporting foundation.
2. Filling in the basement and replacing it with an elevated floor.
3. Elevating by vertically extending the foundation walls of the home.
4. The method that is selected for elevating a house depends on factors such as:
    a. Foundation type
    b. Condition of the house
    c. Applicable state and local building codes
    d. Soil type and bearing capacity
    e. Weight of the house and lateral forces on the house from water and other natural hazards, such as winds and earthquakes
    f. Height of proposed elevation above the grade level
    g. Number of additions to the original structure

ELEVATION REQUIREMENTS

Foundations must be designed to properly address all loads and be appropriately connected to the floor structure above, and utilities must also be properly elevated.

1. Elevations must comply with NFIP standards and building codes that exist in the State and Community. Elevations must comply with ASCE24-14 or latest edition.
2. Elevation must be designed and adequately anchored to prevent flotation, collapse, and lateral movement due to hydrodynamic and hydrostatic loads, including the effects of buoyancy.
3. A building permit is required in order to elevate.

STRUCTURAL SOUNDNESS

Structure must be structurally sound and capable of being elevated safely. Prior to participating in a FEMA Grant Program project to elevate houses, homeowners will have an inspection by a licensed structural engineer that determines whether a house can successfully be elevated or not.

SPECIFICATION MILESTONES AND COMPENSATION DRAWS

The following milestone schedule will be followed for each house and engineers will inspect at the following elevation phase milestones:

1. Milestone 1: 20% of the total contract amount in that Project.
    a. Signed contract; Permits obtained with copies of permits provided to Jefferson County;
    b. A & E drawings. Drawings should be signed and stamped by the Engineer.
    c. Interior and Exterior pre-evaluation photographs submitted
    d. Performance and Payment Bonds
2. Milestone 2: 40% of the total contract amount in that Project.
    a. Mobilization of equipment
    b. Clearing work
    c. Tunneling portion of work is complete
    d. Structure is elevated and resting on cribbing portion of the work is complete
    e. Engineer concurrence with percentage completion
    f. Mid-lift EC showing structure is at or above the designated flood elevation
    g. Inspection
3. Milestone 3: 30% of the total contract amount in that Project.
    a. Piers and/or post columns are built
    b. New foundation is complete
        i. If foundation type will have CMU block wall-capture photos of posts, piles or columns as needed for this milestone
    c. Engineer concurrence with percentage completion
    d. Inspection
4. Milestone 4: 10% of the total contract amount in that Project.
    a. Completion of all work
        i. Installation of vents, as required; placement of lattice, as required
        ii. Reconnection of utilities
        iii. Final site clean-up
        iv. Written confirmation of third-party warranty provided to homeowner
        v. If applicable, confirmation of satisfaction of applicable ADA requirements
        vi. Engineer concurrence with completion
        vii. Homeowner concurrence with payment

viii. If applicable, signed and notarized lien waivers from subcontractors utilized
ix. Final elevation certificate
x. As built plans – Updates can be done in writing to show any changes from original plans to as built conditions
xi. Final Inspection
    1. Forms and data required for completion, include but not limited to the following:
        a. Photos of the interior and exterior (all sides) of the house
        b. Photos of the gas and electric fixtures
        c. Photos of the posts, piles or columns under the house
    2. Certificate of Occupancy (See Certificate of Occupancy below)
    3. Final Elevation Certificate
    4. Copy of recorded deed
    5. Certification that the structure is compliant with NFIP
    6. Verification of Flood Insurance
    7. 501 Mitigation Form

CERTIFICATE OF OCCUPANCY

All permits have been successfully closed out and grant paperwork has been provided as necessary. Communicate with the County to go ahead and issue a Certificate of Occupancy to the homeowner. A Certificate of Occupancy will not be issued until after the final inspection.

PREVAILING WAGE RATES

Chapter 2258 of the Texas Government Code requires state agencies, cities, counties, independent school districts, and all other political subdivisions that engage in public work projects using public funds to include prevailing wage rate in the project request for proposal documents and Contract.

Current prevailing wage rates are incorporated in the Contract documents.

PERIOD OF CONTRACT

As funds are obligated, small batches of homes will be available for structural integrity analysis and inspection. The first batch will consist of 4 homes. There will potentially be up to 150 homes that will require structural analysis and inspection. Work must be complete for each batch of homes within three (3) months. The awarded firm(s) will be issued a Notice to Proceed for each batch of homes.

MINIMUM REQUIREMENTS

1. Minimum of three (3) years of structural integrity testing, inspection and certification of occupancy services experience.
2. Minimum of three (3) years firm and firm ownership / key staff experience in structural integrity testing, inspection and certificate of occupancy services experience.
3. Background check, criminal and or affidavit of no suspensions or criminal actions against owners and/or company for non-performance of work.

1.2 STATEMENT OF QUALIFICATIONS

Jefferson County is requesting Statements of Qualifications (SOQ) from firms who can adequately demonstrate they have the resources, experience and qualifications to perform structural integrity and inspection services.

Please provide the following information in the order shown below, and to not exceed the number of pages requested.

1. **Letter of Interest** (Limited to one (1) page, signed by a principle of the professional firm):
    a. Include name of firm wishing to contract with the County.
    b. Firm's local address and corporate or main office address.
    c. Include a statement as to the availability of the firm to complete the work within the stated time period.
2. **Technical Approach** (Limited to five (5) pages):
    a. Firm understanding of the scope of work.
    b. A description of the work to be performed and how it would be performed.
3. **Firm Experience and References** (Limited to then (10) pages):
    a. A brief history of the proposing entity, including general background, number of years in business, knowledge of and experience working on this type of projects.
    b. Provide projects which demonstrates the required minimum of three (3) years' experience with structural integrity testing and inspection services that will best illustrate team capabilities
    c. Demonstrate proficiency in structural integrity services, inspection services and certificate of occupancy services.
    d. Provide evidence that you understand and comply with TWIA requirements. Include any applicable licenses.
    e. Related experience in federally funded projects and the specific project type referenced in this RFQ.
    f. Firm must demonstrate an understanding of the requirements to remain in compliance in administering a federal funded project (FEMA/HUD). All elevations shall be completed in accordance with the Hazard Mitigation Assistance Guidance document, the Elevation Certificate, and Instructional Guidelines, therefore, knowledge of these guidelines is essential.
    g. Firm's strong financial stability. Provide two (2) years of financial statements, preferably audited.
    h. Provide at least three references of previous clients with similar projects and specify the project for which the references respond to. A reference form is included on Page 39 of this package.
    i. Furnish references for the prime provider's project manager for similar related projects. The client reference must be employees, such as the contract manager or work authorization manager, who are most familiar with the proposed manager's work.
    j. Provide a listing of all current litigation(s), outstanding judgements and liens affecting the firm.
    k. Describe any unique services offered by your firm.
4. **Workload Capacity** (Limited to two (2) pages):
    a. A statement substantiating the firm's resources of and the ability to carry out the scope of work requested in a timely manner.
    b. Provide a current list of your firm's projects.
    c. Provide project availability of personnel in order to provide engineering and inspection services on multiple structures in varied locations throughout the County.
5. **Professional Qualifications and Individual Experiences** (Limited to one (1) page for the organization chart and two (2) pages per resume):
    a. The respondent shall select a team of professionals capable of providing the required services in an efficient manner in the best interest of Jefferson County and to provide successful, on-time, and on budget project deliver. Information on all proposed sub-consultants and/or subcontractors should be included in the SOQ.
    b. Describe the firm's capacity to perform as well as resumes of all employees who will or may be assigned to provide services if you firm is awarded a contract through this solicitation, including any licensees or certification.
    c. Show work experience of Project Team including any sub consultants.
    d. Provide organizational chart containing names, addresses, telephone numbers, and email address of the prime provider and any sub consultants proposed for the team. Include the name of the prime

provider's Project Manager and all key personnel who will work on the project. Also, include each key personnel's project role and responsibilities and estimated percentage of time on the project.

e. Names, titles, address and telephone numbers of persons who are authorized to negotiate for and contractually bind the firm. One of these persons should sign the response. A contact must me named for addressing questions generated during the evaluation process.

1.3 PROCEDURE.

Firms are encouraged to submit statements of qualifications and experience to be kept on file in the Jefferson County Purchasing Department. For a given project, the responsible Jefferson County Commissioners' Court will appoint a selection committee, which will evaluate responses and select, in order of preference, a short list of at least three firms. Responses will be ranked on the basis of demonstrated experience, competence, and qualifications. Fees, price, work hours, or any other cost information will not be considered in the development of the short list.

Jefferson County will then enter into negotiations with the highest qualified firm. The negotiations will first establish the scope, terms and conditions, and time limits for the proposed contract. Once agreement is reached between Jefferson County and the selected firm, the County will request a fee proposal from the firm. If agreement is reached, the County will retain the firm and enter into a written contract with it. If an agreement cannot be negotiated with the selected firm, the County will then enter into negotiations with the next most qualified firm. This procedure will continue until agreement is reached and a contract is produced. If the County cannot negotiate an agreement, the procedure will be terminated.

1.4 SELECTION REVIEW COMMITTEE.

Because of the diversity of the departments and activities of the County, the Jefferson County Commissioners' Court will appoint the Selection Review Committee for this Request for Qualifications. The Purchasing Agent may appoint a Chairperson and no less than two (2) other members for the committee. Typically, the committee will consist of at least one professional in the task required, a person knowledgeable about procurement practices, and either a representative of the department requesting the project, or the department executing the project. However, this structure is not binding and subject to change at the discretion of the Purchasing Agent. Other members may be appointed to the Evaluation Committee as necessary and appropriate, but the total number of persons committee shall not exceed five (5) persons. Committee appointments shall be in writing and shall briefly describe the scope of the project and, if necessary, the primary disciplines required to accomplish the project in order to assist the committee in developing a list of firms that might best accomplish the work required. Committee membership and project requirements will vary from project to project. Therefore, a firm rated number one for one project could be considered not qualified or ranked lower on another project.

1.5 EVALUATION PROCESS.

While Jefferson County appreciates a brief, straight-forward, and concise reply; Respondent must fully understand that the evaluation is based on the information provided. Accuracy and completeness are essential. Omissions, ambiguous, and equivocal statements may be construed against the respondent. The RFQ response may be incorporated into any contract which results from this RFQ, and vendor(s) are cautioned not to make claims or statements it is not prepared to commit to contractually. Failure of the vendor to meet such claims will result in a requirement that the vendor provide resources necessary to meet submitted claims.

The Jefferson County Purchasing Department may initiate discussions with selected vendors; however, discussions may not be initiated by vendors.

The Jefferson County Purchasing Department expects to conduct discussions with vendor's representatives authorized to contractually obligate the vendor with an offer. **Vendors shall not contact any Jefferson County personnel during the RFQ process without the express permission from the Jefferson County Purchasing Agent. The Purchasing Agent will disqualify any vendor who has made site visits, contacted Jefferson County personnel, or distributed any literature without authorization from the Jefferson County Purchasing Department.**

All correspondence relating to this RFQ, from advertisement to award shall be sent to the Jefferson County Purchasing Department. All presentations and/or meetings between Jefferson County and the vendor relating to this RFQ shall be coordinated by the Jefferson County Purchasing Department.

Selected vendors may be expected to make a presentation/product demonstration to an Evaluation Committee. Proposals, vendor presentations, and product/service evaluations may develop into negotiating sessions with the vendor(s) as selected by the Evaluation Committee. Jefferson County expects to conduct negotiations with vendor representatives authorized to contractually obligate the vendor with an offer. If vendor is unable to agree to contract terms and conditions, Jefferson County reserves the right to terminate contract negotiations with that vendor and initiate negotiations with another vendor. In addition to a presentation, visits by the Evaluation Committee to representative vendor client sites may be conducted where the proposed solution can be demonstrated in a production environment.

1.6 Residential home elevation contractor FIRM's SERVICES.

A. A description of services that may be utilized under this RFQ includes:
1. Residential home elevation.

1.7 LAWS AND REGULATIONS.

A. The residential home elevation contractor Firm(s) must comply with all laws, ordinances, and rules and regulations which govern the work specified in this contract.

1.8 INSURANCE.

The contractor (including any and all subcontractors as defined in **Section 1.9.1.3** below) shall, at all times during the term of this contract, maintain insurance coverages with not less than the type and requirements shown below. Such insurance is to be provided at the sole cost of the contractor. These requirements do not establish limits of the contractor's liability.

All policies of insurance shall waive all rights of subrogation against the County, its officers, employees and agents; a copy of the policy wording or endorsement is required.

Contractor shall furnish Jefferson County with Certificate of Insurance naming Jefferson County as additional insured and will provide the actual policy wording or endorsement showing as such.

All insurance must be written by an insurer licensed to conduct business in the State of Texas.

Minimum Insurance Requirements:

Public Liability, including Products & Completed Operations	$1,000,000
Excess Liability	$1,000,000

Property Insurance (policy below that is applicable to this project):

Improvements & Betterments Policy: Improvements/Remodeling (for Lease Tenants)
Builder's Risk Policy: Structural Coverage for Construction Projects
Installation Floater Policy: Improvements/Alterations to Existing Structure

Workers' Compensation Statutory Coverage **(See Section 1.9 Below)**

1.9 WORKER'S COMPENSATION INSURANCE.

1.9.1 Definitions:

1.9.1.1 **Certificate of coverage ("Certificate")** – A copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a coverage agreement, DWC-81, DWC-82, DWC-83, or DWC-84 showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.

1.9.1.2 **Duration of the project** – Includes the time from the beginning of the work on the project until the contractor's/person's work on the project has been completed and accepted by the governmental entity.

1.9.1.3 **Persons providing services on the project ("subcontractor") in article 406.096** – Includes all persons or entities performing all or part of the services under the contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractor, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to

provide services on the project. "Services" includes, without limitation, providing, hauling or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

1.9.2 The Contractor shall provide coverage, based on proper reporting of classification code and payroll amounts and filing any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the contractor providing services on the project, for the duration of the project.

1.9.3 The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract – refer **to Section 1.8** above.

1.9.4 If the coverage period shown on the Contractor's current certificate of coverage ends during the duration of the project, the Contractor must, prior to the end of the coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been extended.

1.9.5 The Contractor shall obtain from each person providing services on a project, and provide to the governmental entity:

1.9.5.1 A certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project; and

1.9.5.2 No later than seven (7) days after receipt by the Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate ends during the duration of the project.

1.9.6 The Contractor shall retain all required certificates of coverage for the duration of the project and for one (1) year thereafter.

1.9.7 The Contractor shall notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.

1.9.8 The Contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Department of Workers' Compensation, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.

1.9.9 The Contractor shall contractually require each person with whom it contracts to provide services on a project to:

1.9.9.1 Provide coverage, based on reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all its employees providing services on the project, for the duration of the project.

1.9.9.2 Provide to the Contractor, prior to that person beginning work on the project a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project.

1.9.9.3 Provide the Contractor, prior to the end of coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.

1.9.9.4 Obtain from each person with whom it contracts, and provide to the Contractor:

1.9.9.4.1 A certificate of coverage, prior to the other person beginning work on the project; and

1.9.9.4.2 the coverage period, if the coverage period shown on the current certificate of a new certificate of coverage showing extension of

coverage, prior to the end of coverage ends during the duration of the project.

1.9.9.5 Retain all required certificates of coverage on file for the duration of the project and for one (1) year thereafter.

1.9.9.6 Notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and

1.9.9.7 Contractually require each person with whom it contracts to perform as required by paragraphs **1.9.1. – 1.9.7**., with the certificates of coverage to be provided to the person for whom they are providing services.

1.9.10 By signing this contract or providing or causing to be provided a certificate of coverage, the Contractor is representing to the governmental entity that all employees of the contractor who will provide services of the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

1.9.11 The Contractor's failure to comply with any of these provisions is a breach of contract by the Contractor which entitles the governmental entity to declare the contract void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the governmental entity.

1.10 TERMS AND CONDITIONS.

1. Jefferson County reserves the right to request clarification of information submitted and to request additional information of one or more respondents
2. Any agreement or contract resulting from this RFQ shall be on forms approved by Jefferson County and shall contain, at minimum, applicable provisions of this document. Jefferson County reserves the right to reject any agreement that does not conform to this document and any County requirements and contracts.
3. The residential home elevation contractor shall not assign any interest in the contract and shall not transfer any interest in the same without prior written consent of the County.
4. No reports, information, or data given to or prepared by the residential home elevation contractor under contract shall be made available to any individual or organization by the residential home elevation contractor without the prior written approval of the County.

RESPONDENT: INSERT COPY OF CERTIFICATE OF INSURANCE (COI) BEHIND THIS PAGE.

Note: For RFQ response submission purposes, a general COI will suffice. However, a COI that includes the notation that "Jefferson County as an additional insured" will be required from Awarded Respondent(s) prior to the issuance of a Purchase Order.

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 8/30/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: C. Jane Cole
Higginbotham Insurance Agency, Inc. 15770 N. Dallas Parkway #700 Dallas TX 75248	PHONE (A/C, No, Ext): 214-346-4154 FAX (A/C, No): 972-233-9769 E-MAIL ADDRESS: jacole@higginbotham.net

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Texas Mutual Insurance Company	22945
INSURER B : Great American Insurance Company	16691
INSURER C : Colony Insurance Company	39993
INSURER D : Allied Property & Casualty Insurance Company	42579
INSURER E :	
INSURER F :	

INSURED BYRDS1
Byrdson Services LLC
DBA Excello Homes
1245 W. Cardinal Drive
Beaumont TX 77705

COVERAGES **CERTIFICATE NUMBER:** 444529724 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
C	COMMERCIAL GENERAL LIABILITY			600GL0203121-01	8/4/2022	8/4/2023	EACH OCCURRENCE	$ 1,000,000
	[ ] CLAIMS-MADE [X] OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	[X] POLICY [ ] PRO-JECT [ ] LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
	AUTOMOBILE LIABILITY			ACPBA013077151942	4/23/2022	4/23/2023	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY [X] SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
C	[ ] UMBRELLA LIAB [X] OCCUR			XS4273768	8/4/2022	8/4/2023	EACH OCCURRENCE	$ 1,000,000
	[X] EXCESS LIAB [ ] CLAIMS-MADE						AGGREGATE	$
	[ ] DED [ ] RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N			0001280720	5/27/2022	5/27/2023	[X] PER STATUTE [ ] OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBEREXCLUDED? [N] (Mandatory in NH)	N / A					E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
B	Contractors Equipment			IMP 1278623 05 00	5/31/2022	5/31/2023	Scheduled Equipment $1,000 Deductible	**

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

General Liability (includes completed operations & primary and non-contributory) & Automobile Liability policy includes a blanket automatic additional insured endorsement that provides additional insured status to the certificate holder only when there is a written contract between the named insured and the certificate holder that requires such status. General Liability, Automobile Liability & Workers Compensation policies include a blanket automatic Waiver of Subrogation endorsement that provides such status to the certificate holder only when there is a written contract between the named insured and the certificate holder that requires such status.

CERTIFICATE HOLDER

Jefferson County
1149 Pearl Street, 1st floor
Beaumont TX 77701

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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SECTION 2: FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) MANDATED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY UNDER FEDERAL AWARDS REQUIRED BY 2 C.F.R. §200.326 APPENDIX II TO 2 CFR §200

(REVISED JUNE 2022)

REMEDIES

(For all awarded contracts with a value greater than $150,000.00)

Any violation or breach of terms of this contract on the part of the Contractor or the Contractor's subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this contract. The duties and obligations imposed by the contract documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. Any violation or breach of terms of this contract of the Contractor or the Contractor's sub-contractors will be subject to the remedies, including liquidated damages, described in the bid specifications or Request for Proposal and the Client rules and regulations and special conditions which are incorporated herein by reference in their entirety.

TERMINATION FOR CAUSE AND CONVENIENCE

(For all awarded contracts with a value greater than $10,000.00)

The Client reserves the right to terminate this contract for cause or convenience pursuant to the rules and regulations and special conditions which are incorporated herein by reference in their entirety.

EQUAL EMPLOYMENT OPPORTUNITY

(For all awarded contracts that meet the definition of "federally assisted construction contract" provided in 41 CFR Part 60-1.3) ***Contractor must complete enclosed certification***

During the performance of this contract, the contractor agrees as follows:

1. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:
Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this non-discrimination clause.

2. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

3. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

4. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

6. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965,

and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

7. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

8. The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

DAVIS-BACON ACT AND COPELAND "ANTI-KICKBACK" ACT

(The Davis-Bacon Act only applies to the Emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant Program. It DOES NOT apply to other FEMA grant and cooperative agreement programs, including the Public Assistance Program.

1. ***Minimum wages.***

   i. All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 193 7 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage dete1mination of the Secretary of

Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1 (b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(l)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in §5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided,* that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(l)(ii) of this section) and the Davis Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

ii. (A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination, and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

2) The classification is utilized in the area by the construction industry; and

3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions , including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D)The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(l)(ii) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

i. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

ii. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided,* That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account asset for the meeting of obligations under the plan or program.

2. ***Withholding.***

The Federal Agency and/or Client shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 193 7 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the (Agency) may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. ***Payrolls and basic records.***

i. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section I (b) (2) (B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(l)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section I(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

ii. (A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the federal agency if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to the federal agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee *(e.g.,* the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at *http://www.dol.gov/esa/whd(forms/wh347instr.htm* or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the federal agency if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit them to the applicant, sponsor, or owner, as the case may be, for transmission to the federal agency, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, sponsor, or owner). (B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

1) That the payroll for the payroll period contains the information required to be provided under §5.5 (a) (3) (ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a) (3) (i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

i. The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section section available for inspection, copying, or transcription by authorized representatives of the federal agency or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. ***Apprentices and trainees.***

i. ***Apprentices.*** Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractors registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

ii. ***Trainees.*** Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the

journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

iii. ***Equal employment opportunity.*** The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

5. ***Compliance with Copeland Act requirements.***

The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

6. ***Subcontracts.***

The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a) (l) through (10) and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

7. ***Contract termination: debarment.***

A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. ***Compliance with Davis-Bacon and Related Act requirements.***

All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. ***Breach.***

A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

10. ***Disputes concerning labor standards.***

Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

11. ***Certification of eligibility.***

1) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis Bacon Act or 29 CFR 5.12(a)(l).

2) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(l).

3) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

(For all awarded contracts related to "mechanics and laborers" with a value greater than $100,000.00)

1) **Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
2) **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of $27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.
3) **Withholding for unpaid wages and liquidated damages.** The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.
4) **Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT

(This requirement **does not apply** to the Public Assistance, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households - Other Needs Assistance Grant Program, as FEMA awards under these programs do not meet the definition of "funding agreement." If FEMA federal award meets definition of "funding agreement" under 37 CFR §401.2(a), for all awarded contracts related to experimental, developmental, or research work type contracts)

(a) Definitions

(1) *Invention* means any invention or discovery which is or may be patentable or otherwise protectable under Title 35 of the United States Code, or any novel variety of *et seq.).*
(2) *Subject invention* means any invention of the *contractor* conceived or first actually reduced to practice in the performance of work under this *contract,* provided that in the case of a variety of plant, the date of determination (as defined in section 41(d) of the Plant Variety Protection Act, 7 U.S.C. 240l (d)) must also occur during the period of *contract* performance.
(3) *Practical Application* means to manufacture in the case of a composition or product, to practice in the case of a process or method, or to operate in the case of a machine or system; and, in each case, under such conditions as to establish that the invention is being utilized and that its benefits are, to the extent permitted by law or government regulations, available to the public on reasonable terms.
(4) *Made* when used in relation to any invention means the conception or first actual reduction to practice of such invention.
(5) *Small Business Firm* means a small business concern as defined at section 2 of Pub. L. 85-536 (15 U.S.C. 632) and implementing regulations of the Administrator of the Small Business Administration. For the purpose of this clause, the size standards for small business concerns involved in government procurement and

subcontracting at 13 CFR 121.3-8 and 13 CFR 121.3- 12, respectively, will be used.

(6) *Nonprofit Organization* means a university or other institution of higher education or an organization of the type described in section 501 (c) (3) of the Internal Revenue Code of 1954 (26 U.S.C. 501(c) and exempt from taxation under section 501(a) of the Internal Revenue Code (25 U.S.C. 501(a)) or any nonprofit scientific or educational organization qualified under a state nonprofit organization statute.

(b) Allocation of Principal Rights

The *Contractor* may retain the entire right, title, and interest throughout the world to each subject invention subject to the provisions of this clause and 35 U.S.C. 203. With respect to any subject invention in which the *Contractor* retains title, the Federal government shall have a nonexclusive, non-transferable, irrevocable, paid-up license to practice or have practiced for or on behalf of the United States the subject invention throughout the world.

(c) Invention Disclosure, Election of Title and Filing of Patent Application by *Contractor*

(1) The *contractor* will disclose each subject invention to the *Federal Agency* within two months after the inventor discloses it in writing to *contractor* personnel responsible for patent matters. The disclosure to the agency shall be in the form of a written report and shall identify the *contract* under which the invention was made and the inventor(s). It shall be sufficiently complete in technical detail to convey a clear understanding to the extent known at the time of the disclosure, of the nature, purpose, operation, and the physical, chemical, biological or electrical characteristics of the invention. The disclosure shall also identify any publication, on sale or public use of the invention and whether a manuscript describing the invention has been submitted for publication and, if so, whether it has been accepted for publication at the time of disclosure. In addition, after disclosure to the *agency,* the *Contractor* will promptly notify the *agency* of the acceptance of any manuscript describing the invention for publication or of any on sale or public use planned by the *contractor.*

(2) The *Contractor* will elect in writing whether or not to retain title to any such invention by notifying the *Federal agency* within two years of disclosure to the *Federal agency.* However, in any case where publication, on sale or public use has initiated the one-year statutory period wherein valid patent protection can still be obtained in the United States, the period for election of title may be shortened by the *agency* to a date that is no more than 60 days prior to the end of the statutory period.

(3) The *contractor* will file its initial patent application on a subject invention to which it elects to retain title within one year after election of title or, if earlier, prior to the end of any statutory period wherein valid patent protection can be obtained in the United States after a publication, on sale, or public use. The *contractor* will file patent applications in additional countries or international patent offices within either ten months of the corresponding initial patent application or six months from the date permission is granted by the Commissioner of Patents and Trademarks to file foreign patent applications where such filing has been prohibited by a Secrecy Order. ·

(4) Requests for extension of the time for disclosure, election, and filing under subparagraphs (1), (2), and (3) may, at the discretion of the *agency,* be granted.

(d) Conditions When the Government May Obtain Title

The *contractor* will convey to the *Federal agency,* upon written request, title to any subject invention-

(1) If the *contractor* fails to disclose or elect title to the subject invention within the times specified in (c), above, or elects not to retain title; provided that the *agency* may only request title within 60 days after learning of the failure of the *contractor* to disclose or elect within the specified times.

(2) In those countries in which the *contractor* fails to file patent applications within the times specified in (c) above; provided, however, that if the *contractor* has filed a patent application in a country after the times specified in (c) above, but prior to its receipt of the written request of the *Federal agency,* the *contractor* shall continue to retain title in that country.

(3) In any country in which the *contractor* decides not to continue the prosecution of any application for, to pay the maintenance fees on, or defend in reexamination or opposition proceeding on, a patent on a subject invention.

(e) Minimum Rights to *Contractor* and Protection of the *Contractor* Right to File

(1) The *contractor* will retain a nonexclusive royalty-free license throughout the world in each subject invention to which the Government obtains title, except if the *contractor* fails to disclose the invention within the times

specified in (c), above. The *contractor's* license extends to its domestic subsidiary and affiliates, if any, within the corporate structure of which the *contractor* is a party and includes the right to grant sublicenses of the same scope to the extent the *contractor* was legally obligated to do so at the time the *contract* was awarded. The license is transferable only with the approval of the *Federal* to which the invention pertains.

(2) The *contractor's* domestic license may be revoked or modified by the *funding Federal agency* to the extent necessary to achieve expeditious practical application of the subject invention pursuant to an application for an exclusive license submitted in accordance with applicable provisions at 37 CFR part 404 and *agency* licensing regulations (if any). This license will not be revoked in that field of use or the geographical areas in which the *contractor* has achieved practical application and continues to make the benefits of the invention reasonably accessible to the public. The license in any foreign country may be revoked or modified at the discretion of the *funding Federal agency* to the extent the *contractor,* its licensees, or the domestic subsidiaries or affiliates have failed to achieve practical application in that foreign country.

(3) Before revocation or modification of the license, the *funding Federal agency* will furnish the *contractor* a written notice of its intention to revoke or modify the license, and the *contractor* will be allowed thirty days (or such other time as may be authorized by the *funding Federal agency* for good cause shown by the *contractor)* after the notice to show cause why the license should not be revoked or modified. The *contractor* has the right to appeal, in accordance with applicable regulations in 37 CFR part 404 and *agency* regulations (if any) concerning the licensing of Government-owned inventions, any decision concerning the revocation or modification of the license.

(f) *Contractor* Action to Protect the Government's Interest

(1) The *contractor* agrees to execute or to have executed and promptly deliver to the *Federal agency* all instruments necessary to

(i) establish or confirm the rights the Government has throughout the world in those subject inventions to which the *contractor* elects to retain title, and

(ii) convey title to the *Federal agency* when requested under paragraph (d) above and to enable the government to obtain patent protection throughout the world in that subject invention.

(2) The *contractor* agrees to require, by written agreement, its employees, other than clerical and nontechnical employees, to disclose promptly in writing to personnel identified as responsible for the administration of patent matters and in a format suggested by the *contractor* each subject invention made under *contract* in order that the *contractor* can comply with the disclosure provisions of paragraph (c), above, and to execute all papers necessary to file patent applications on subject inventions and to establish the government's rights in the subject inventions. This disclosure format should require, as a minimum, the information required by (c) (l), above. The *contractor* shall instruct such employees through employee agreements or other suitable educational programs on the importance of reporting inventions in sufficient time to permit the filing of patent applications prior to U.S. or foreign statutory bars.

(3) The *contractor* will notify the *Federal agency* of any decisions not to continue the prosecution of a patent application, pay maintenance fees, or defend in a reexamination or opposition proceeding on a patent, in any country, not less than thirty days before the expiration of the response period required by the relevant patent office.

(4) The *contractor* agrees to include, within the specification of any United States patent applications and any patent issuing thereon covering a subject invention, the following statement, "This invention was made with government support under (identify the *contract)* awarded by (identify the Federal agency). The government has certain rights in the invention."

(g) Subcontracts

(1) The *contractor* will include this clause, suitably modified to identify the parties, in all subcontracts, regardless of tier, for experimental, developmental or research work. The subcontractor will retain all rights provided for the *contractor* in this clause, and the *contractor* will not, as part of the consideration for awarding the subcontract, obtain rights in the subcontractor's subject inventions.

(2) In the case of subcontracts, at any tier, when the prime award with the Federal agency was a contract (but

not a grant or cooperative agreement), the *agency,* subcontractor, and the contractor agree that the mutual obligations of the parties created by this clause constitute a contract between the subcontractor and the Federal agency with respect to the matters covered by the clause; provided, however, that nothing in this paragraph is intended to confer any jurisdiction under the Contract Disputes Act in connection with proceedings under paragraph (i) of this clause.

(h) Reporting on Utilization of Subject Inventions

The *Contractor* agrees to submit on request periodic reports no more frequently than annually on the utilization of a subject invention or on efforts at obtaining such utilization that are being made by the *contractor* or its licensees or assignees. Such reports shall include information regarding the status of development, date of first commercial sale or use, gross royalties received by the contractor, and such other data and information as the *agency* may reasonably specify. The *contractor* also agrees to provide additional reports as may be requested by the *agency* in connection with any march-in proceeding undertaken by the *agency* in accordance with paragraph (i) of this clause. As required by 35 U.S.C. 202(c) (5), the *agency* agrees it will not disclose such information to persons outside the government without permission of the *contractor.*

(i) Preference for United States Industry

Notwithstanding any other provision of this clause, the *contractor* agrees that neither it nor any assignee will grant to any person the exclusive right to use or sell any subject inventions in the United States unless such person agrees that any products embodying the subject invention or produced through the use of the subject invention will be manufactured substantially in the United States. However, in individual cases, the requirement for such an agreement may be waived by the *Federal agency* upon a showing by the *contractor* or its assignee that reasonable but unsuccessful efforts have been made to grant licenses on similar terms to potential licensees that would be likely to manufacture substantially in the United States or that under the circumstances domestic manufacture is not commercially feasible.

(j) March-in Rights

The *contractor* agrees that with respect to any subject invention in which it has acquired title, the *Federal agency* has the right in accordance with the procedures in 37 CFR 401.6 and any supplemental regulations of the *agency* to require the *contractor,* an assignee or exclusive licensee of a subject invention to grant a nonexclusive, partially exclusive, or exclusive license in any field of use to a responsible applicant or applicants, upon terms that are reasonable under the circumstances, and if the *contractor,* assignee, or exclusive licensee refuses such a request the *Federal agency* has the right to grant such a license itself if the *Federal agency* determines that:

(1) Such action is necessary because the *contractor* or assignee has not taken or is not expected to take within a reasonable time, effective steps to achieve practical application of the subject invention in such field of use.

(2) Such action is necessary to alleviate health or safety needs which are not reasonably satisfied by the *contractor,* assignee or their licensees;

(3) Such action is necessary to meet requirements for public use specified by Federal regulations and such requirements are not reasonably satisfied by the *contractor,* assignee or licensees; or

(4) Such action is necessary because the agreement required by paragraph (i) of this clause has not been obtained or waived or because a licensee of the exclusive right to use or sell any subject invention in the United States is in breach of such agreement.

(k)Special Provisions for *Contracts* with Nonprofit Organizations If the *contractor* is a nonprofit organization, it agrees that:

(1) Rights to a subject invention in the United States may not be assigned without the approval of the *Federal agency,* except where such assignment is made to an organization which has as one of its primary functions the management of inventions, provided that such assignee will be subject to the same provisions as the *contractor;*

(2) The *contractor* will share royalties collected on a subject invention with the inventor, including Federal employee co-inventors (when the agency deems it appropriate) when the subject invention is assigned in accordance with 35 U.S.C. 202(e) and 37 CFR 401.10;

(3) The balance of any royalties or income earned by the *contractor* with respect to subject inventions, after payment of expenses (including payments to inventors) incidental to the administration of subject inventions, will be utilized for the support of scientific research or education; and

(4) It will make efforts that are reasonable under the circumstances to attract licensees of subject invention that are small business firms and that it will give a preference to a small business firm when licensing a subject invention if the *contractor* determines that the small business firm has a plan or proposal for marketing the

invention which, if executed, is equally as likely to bring the invention to practical application as any plans or proposals from applicants that are not small business firms; provided, that the *contractor* is also satisfied that the small business firm has the capability and resources to carry out its plan or proposal. The decision whether to give a preference in any specific case will be at the discretion of the *contractor.* However, the *contractor* agrees that the Secretary applicants, and the *contractor* will negotiate changes to its licensing policies, procedures, or practices with the Secretary when the Secretary's review discloses that the *contractor* could take reasonable steps to implement more effectively the requirements of this paragraph (k)(4).

(l) Communication

Any communications to be given hereunder by either party to the other shall be deemed to be duly given if set forth in writing and personally delivered or sent by mail, registered or certified, postage prepaid with return receipt requested, as follows:

Byrdson Services, LLC dba Excello Homes
1245 West Cardinal Drive
Beaumont, Texas 77705

Written notices hereunder delivered personally shall be deemed communicated as of actual receipt; mailed notices shall be deemed communicated five (5) days after deposit in the mail, post prepaid, certified, in accordance with this Paragraph.

CLEAN AIR ACT

(For all awarded contracts with a value greater than $150,000.00)

(m)The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

(n) The contractor agrees to report each violation to the (name of applicant entering into the contract) and understands and agrees that the (name of the applicant entering into the contract) will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(o) The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

FEDERAL WATER POLLUTION CONTROL ACT

(For all awarded contracts with a value greater than $150,000.00)

(1) The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

(2) The contractor agrees to report each violation to the (name of the applicant entering into the contract) and understands and agrees that the (name of the applicant entering into the contract) will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

DEBARMENT AND SUSPENSION ***Contractor must complete enclosed certification***

(1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by Client. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to

remedies available to (insert name of recipient/subrecipient/applicant), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

BYRD ANTI-LOBBYING AMENDMENT

(For all awarded contracts with a value greater than $100,000.00.) ***Contractor must complete enclosed certification***

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended) Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

The Contractor certifies, to the best of his or her knowledge and belief that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) Contractor will include language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of $150,000.00 shall certify and disclose accordingly.

PROCUREMENT OF RECOVERED MATERIALS

(The requirements of Section 6002 include procuring only items designated in guidelines of the EPA at 40

C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired by the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.)

(1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA designated items unless the product cannot be acquired:

   a) Competitively within a timeframe providing for compliance with the contract performance schedule;

   b) Meeting contract performance requirements; or

   c) At a reasonable price.

(2) Information about this requirement is available at EPA's Comprehensive Procurement Guidelines website, http://www.epa.gov/cpg/.

   The list of EPA-designate items is available at http://www.epa.gov/cpg/products.htm.

(3) The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the "Solid Waste Disposal Act."

ACCESS TO RECORDS

The following access to records requirements apply to this contract:

(1) The Contractor agrees to provide the Client, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

(2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

(4) In compliance with the Disaster Recovery Act of 2018, the Client and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

CHANGES

To be eligible for FEMA assistance under the non-Federal entity's FEMA grant or cooperative agreement, the cost of the change, modification, change order, or constructive change must be allowable, allocable, within the scope of its grant or cooperative agreement, and reasonable for the completion of project scope.

FEMA recommends, therefore, that a non-Federal entity include a changes clause in its contract that describes how, if at all, changes can be made by either party to alter the method, price, or schedule of the work without breaching the contract. The language of the clause may differ depending on the nature of the contract and the end-item procured.

DHS SEAL, LOGO, AND FLAGS

The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS

This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

NO OBLIGATION BY FEDERAL GOVERNMENT

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.

PROHIBITION ON CONTRACTING FOR COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES

2 C.F.R. § 200.216, as implemented by FEMA Policy 405-143-1, prohibits the Contractor from using equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

DOMESTIC PREFERENCES FOR PROCUREMENTS

As appropriate and to the extent consistent with law, the Contractor agrees, to the greatest extent practicable, prefer the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).

AFFIRMATIVE SOCIOECONOMIC STEPS

If subcontracts are to be let, the prime contractor is required to take all necessary steps identified in 2 C.F.R. § 200.321(b)(1)-(5) to ensure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

COPYRIGHT AND DATA RIGHTS

"License and Delivery of Works Subject to Copyright and Data Rights"

The Contractor grants to the Client a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this contract, the Contractor will identify such data and grant to the Client or acquires on its behalf a license of the same scope as for data first produced in the performance of this contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this contract, the Contractor will deliver to the Client data first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by the Client."

BYRD ANTI-LOBBYING CERTIFICATION

Certification for Contracts, Grants, Loans, and Cooperative Agreements-The undersigned certifies, to the best of his or her knowledge and belief, that:

1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The Contractor James Griffin, President of Byrdson Services, LLC dba Excello Homes 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

James Griffin, CSP - President

Name and Title of Contractor's Authorized Official

8.22.2022

Date

REQUIRED FORM
Bidder: Please complete this form and include with bid submission.

DEBARMENT/SUSPENSION CERTIFICATION

Non-Federal entities and contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, Debarment and Suspension (1986) and Executive Order 12689, Debarment and Suspension (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (No procurement Debarment and Suspension).

This requirement applies to all FEMA grant and cooperative agreement programs.

Federal Executive Order (E .O.) 12549 "Debarment" requires that all contractors receiving individual awards, using federal funds, and all sub recipients certify that the organization and its principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from doing business with the Federal Government. By signing this document, you certify that your organization and its principals are not debarred. Failure to comply or attempts to edit this language may disqualify your bid. Information on debarment is available at the following websites: www.sam.gov and https://acguisition.qov/far/index.html see section 52.209-6.

The Contractor James Griffin, President of Byrdson Services, LLC dba Excello Homes 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

James Griffin, CSP - President

Name and Title of Contractor's Authorized Official

8.22.2022

Date

REQUIRED FORM
Bidder: Please complete this form and include with bid submission.

CIVIL RIGHTS COMPLIANCE PROVISIONS

1. EQUAL EMPLOYMENT OPPORTUNITY (Equal Opportunity Clause)
(For all awarded contracts that meet the definition of "federally assisted construction contract" provided in 41 CFR Part 60-1.3)

During the performance of this contract, the contractor agrees as follows:

1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

   Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or order this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

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

James Griffin, CSP - President

Name and Title of Contractor's Authorized Official

8.22.2022

Date

REQUIRED FORM
Bidder: Please complete this form and include with bid submission.

SECTION 3: RFQ SUBMISSION INSTRUCTIONS AND SPECIAL REQUIREMENTS

The following requirements and instructions **supersede** General Requirements where applicable.

3.1 SUBMISSION OF QUALIFICATIONS.

Each Respondent shall ensure that required parts of the RFQ response are completed with accuracy and submitted as per the requirements within this specifications packet, including any addenda.

Responses must be submitted in complete original form by mail or messenger to the following address:

Jefferson County Purchasing Department
1149 Pearl Street, 1st Floor
Beaumont, TX 77701

Respondent shall submit response in a tightly sealed opaque envelope or box, plainly marked "SEALED RFQ RESPONSE." The outside of the envelope of box shall also include the RFQ Number, RFQ Name, RFQ Due Date, and the Respondent's Name and Address; and shall be addressed to the Purchasing Agent.

The County requests that response submissions NOT be bound by staples or glued spines.

Respondent is responsible for submitting: One (1) original and five (5) response copies; with all copies to include a completed copy of this specifications packet, in its entirety.

Respondent shall monitor the Jefferson County Purchasing Department Website for any addenda, additional instructions, or RFQ updates. https://www.co.jefferson.tx.us/Purchasing/

Failure to return and/or complete all required documentation will result in a response being declared as non-responsive.

3.2 DEADLINE FOR RESPONSE SUBMISSIONS/ DELIVERY.

All submissions must be received by 11:00 am CT, Wednesday, August 31, 2022

RFQ responses will be accepted at the above address until the time and date specified herein, and immediately after will be publicly opened and read aloud.

Late responses will not be accepted and will be returned unopened to the Respondent.

Jefferson County will not accept any responsibility for responses being delivered by third party carriers.

Jefferson County shall not be responsible for any effort or cost expended in the preparation of a response to this RFQ.

All responses submitted in response to this invitation shall become the property of Jefferson County and will be a matter of public record available for review.

All protests should be coordinated through the Purchasing Office prior to award recommendation to Commissioners' Court.

Please direct questions to **Mistey Reeves, Assistant Purchasing Agent** at 409-835-8593 or e-mail at mreeves@co.jefferson.tx.us. If no response in 72 hours, contact **Deborah Clark, Purchasing Agent** at 409-835-8593 or e-mail at dclark@co.jefferson.tx.us

3.3 COURTHOUSE SECURITY.

All visitors to the Courthouse must pass through Security. Respondents planning to hand deliver their RFQ response must allow time to get through Security, as a delay in entering the Courthouse will not be accepted as an excuse for late submittal. Mondays and Tuesdays are particularly heavy days.

In response to the Covid-19 pandemic, Jefferson County has implemented precautionary measures recommended by the CDC within its facilities. Respondents are strongly urged to plan accordingly.

3.4 COUNTY HOLIDAYS (2022).

January 17, 2022	Martin Luther King, Jr. Day	Monday
February 21, 2022	President's Day	Monday
April 15, 2022	Good Friday	Friday
May 30, 2022	Memorial Day	Monday
July 4, 2022	Independence Day	Monday
September 5, 2022	Labor Day	Monday
November 11, 2022	Veteran's Day	Friday
November 24 & 25, 2022	Thanksgiving	Thursday & Friday
December 23 & 26, 2022	Christmas	Friday & Monday
January 2, 2023	New Year's	Monday

3.5 SUBMISSIONS DURING TIME OF INCLEMENT WEATHER, DISASTER, OR EMERGENCY.

In case of inclement weather or any other unforeseen event causing the County to close for business on the date of a bid/proposal/statement of qualifications submission deadline, the RFQ closing will automatically be postponed until the next business day that County offices are open to the public. Should inclement weather conditions or any other unforeseen event cause delays in courier service operations, the County may issue an addendum to all known vendors interested in the project to extend the deadline. It will be the responsibility of the vendor to notify the county of their interest in the project should these conditions impact their ability to submit a bid/proposal/statement of qualifications submission before the stated deadline. The County reserves the right to make the final judgement call to extend any deadline.

Should an emergency or unanticipated event interrupt normal County processes, and bid/proposal/statement of qualifications submissions cannot be received by the Jefferson County Purchasing Department's office by the exact time specified in the RFQ and urgent County requirements preclude amendment to the RFQ, the time specified for receipt of Statements of Qualifications will be deemed to be extended to the same time of day specified in the solicitation on the first business day on which normal County processes resume.

Proposals will be opened publicly in a manner to avoid public disclosure of contents; however, only names of Proposers will be read aloud.

3.6 PRE-PROPOSAL CONFERENCE.

Due to the nature of this Request for Proposals, a Pre-Proposal Conference will not be held for this project.

3.7 QUESTIONS/DEADLINE FOR QUESTIONS.

Questions may be emailed to **Mistey Reeves, Assistant Purchasing Agent** at mreeves@co.jefferson.tx.us or faxed at 409-835-8456. If no response in 72 hours, contact **Deborah Clark, Purchasing Agent** at dclark@co.jefferson.tx.us or faxed at 409-835-8456.

The Deadline for asking questions or requesting additional information (in writing) is 5:00 pm, CT, August 24, 2022.

3.8 VENDOR REGISTRATION: SAM (SYSTEM FOR AWARD MANAGEMENT).

Vendors doing business with Jefferson County are **required** to be registered with The System for Award Management (SAM), with an "active" status. The System for Award Management (SAM) is the Official U.S. Government system that consolidated the capabilities of CCR/FedReg, ORCA, and EPLS. There is NO fee to register for this site. Entities may register at no cost directly from the SAM website at: https://www.sam.gov

In instances where a vendor has either an "Inactive" SAM Registration or is not currently registered with the System for Award Management, the Purchasing Department may *initially* accept proof (printout from the SAM website) that the vendor has begun the registration process in order for the IFB/RFQ/RFQ submission to be considered as "responsive" to the specifications for the project.

However, the SAM Registration must be completed (showing "active" status, with no exclusions) prior to the award and/or execution of an agreement or contract for the project.

3.9 FORM 1295 SUBMISSION REQUIREMENT (TEXAS ETHICS COMMISSION).

ALL NON-EXEMPT RESPONDENTS ARE REQUIRED TO SUBMIT COMPLETED FORM 1295 WITH RFQ RESPONSE SUBMISSION.

INSTRUCTIONS:

(1) Submit a FORM 1295 online via the Texas Ethics Commission website link below.
Vendors must enter the required information on Form 1295, and print a copy of the completed form.
The form will include a certification of filing that will contain a unique certification number.

2. Submit a FORM 1295 hard copy (completed & signed by an Authorized Agent of the Awarded Vendor), to the Jefferson County Purchasing Department WITH RFQ SUBMISSION.

FORM 1295, Completion Instructions, and Login Instructions are available via the Texas Ethics Commission Website at: https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

SAMPLE: A sample of a completed FORM 1295 is included on PAGE 28.

FORM 1295 Implementation Background:

In accordance with House Bill 1295 (passed January 1, 2016), Vendors entering into contracts and professional agreements with Jefferson County will be required to complete a Certificate of Interested Parties (FORM 1295), **unless contract is considered exempt as described below.**

In 2017, the Texas legislature amended the law to require Form 1295 to include an "unsworn declaration" which includes, among other things, the date of birth and address of the authorized representative signing the form. The unsworn declaration, including the date of birth and address of the signatory, replaces the notary requirement that applied to contracts entered into before January 1, 2018. The TEC filing application does not capture the date of birth or street address of the signatory and it will not appear on forms that are filed using the TEC filing application.

Changes to the law requiring certain businesses to file a Form 1295 are in effect for contracts entered into or amended on or after January 1, 2018. The changes exempt businesses from filing a Form 1295 for certain types of contracts and replace the need for a completed Form 1295 to be notarized. Instead, the person filing a 1295 needs to complete an "unsworn declaration."

FORM 1295 EXEMPTIONS:

What type of contracts are exempt from the Form 1295 filing requirement under the amended law?

The amended law adds to the list of types of contract exempt from the Form 1295 filing requirement.

A completed Form 1295 is not required for:

- a sponsored research contract of an institution of higher education
- an interagency contract of a state agency or an institution of higher education
- a contract related to health and human services if: the value of the contract cannot be determined at the time the contract is executed; and o any qualified vendor is eligible for the contract
- a contract with a publicly traded business entity, including a wholly owned subsidiary of the business entity
- a contract with an electric utility, as that term is defined by Section 31.002, Utilities Code
- a contract with a gas utility, as that term is defined by Section 121.001, Utilities Code

SAMPLE: FORM 1295

CERTIFICATE OF INTERESTED PARTIES — FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY

1 **Name of business entity filing form, and the city, state and country of the business entity's place of business.**

YOUR FIRM NAME HERE

2 **Name of governmental entity or state agency that is a party to the contract for which the form is being filed.**

**JEFFERSON COUNTY, TEXAS*

3 **Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.**

BID/CONTRACT/PO NUMBER GOES HERE

4 Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
		Controlling	Intermediary
NAME OF PERSON/PERSONS THAT ~~OWN BUSINESS GOES HERE.~~ MUST LIST ANY PERSON THAT DOES NOT WORK FOR THE COMPANY LISTED IN #1 THAT WILL PROFIT FROM THE BID/CONTRACT/PO			

5 **Check only if there is NO Interested Party.** ☐ **ONLY CHECK IF NO CONTROLLING OR INTERMEDIARY PARTY**

6 **UNSWORN DECLARATION** Vendor is to complete #6 - Unsworn Declaration

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____ County, State of _____, on the _____ day of _____, 20_____.
(month) (year)

_____
Signature of authorized agent of contracting business entity
(Declarant)

ADD ADDITIONAL PAGES AS NECESSARY

Form provided by Texas Ethics Commission www.ethics.state.tx.us Revised 12/22/2017

Must file online at www.ethics.state.tx.us/File

RESPONDENT: INSERT COMPLETED FORM 1295 BEHIND THIS PAGE.

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2022-926063

Date Filed:
08/24/2022

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Excello Homes
Beaumont, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
Jefferson County, 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.
RFQ 22-047/MR
Contractor Qualifications for Residential Home Elevations for HMA, TWDB and BRIC Disaster Funding Recipients, Pursuant to Chapter 262, Texas Local Government Code, the County Purchasing Act and 2 CFR

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party. [X]

6 UNSWORN DECLARATION

My name is Jim Griffin, and my date of birth is 04.28.1972.

My address is 1245 West Cardinal Drive (street), Beaumont (city), Texas (state), 77705 (zip code), US (country).

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Jefferson County, State of Texas, on the 24 day of August (month), 2022 (year).

Signature of authorized agent of contracting business entity
(Declarant)

BIDDER: INSERT PROOF OF SYSTEM FOR AWARD MANAGEMENT (SAM) REGISTRATION PROOF HERE. THE WEBSITE FOR REGISTRATION IS SAM.GOV.

SAM.GOV®

BYRDSON SERVICES LLC

Unique Entity ID	CAGE / NCAGE	Purpose of Registration
F863QC7K2WL4	**4VWU9**	**Federal Assistance Awards Only**
Registration Status	Expiration Date	
Active Registration	**May 19, 2023**	
Physical Address	Mailing Address	
1245 W Cardinal DR **Beaumont, Texas 77705-6410** **United States**	**1245 West Cardinal Drive** **Beaumont, Texas 77705-6410** **United States**	

Registration Information

Doing Business as	Division Name	Division Number
EXCELLO CONSTRUCTION LLC	**Excello Homes**	**(blank)**
Congressional District	State / Country of Incorporation	URL
Texas 14	**Texas / United States**	**www.excellohomes.com**

Registration Dates

Activation Date	Submission Date	Initial Registration Date
Apr 22, 2022	**Apr 19, 2022**	**Sep 25, 2007**

Entity Dates

Entity Start Date	Fiscal Year End Close Date
Sep 1, 2007	**Dec 07**

Immediate Owner

CAGE	Legal Business Name
(blank)	**(blank)**

Highest Level Owner

CAGE	Legal Business Name
(blank)	**(blank)**

Executive Compensation

In your business or organization's preceding completed fiscal year, did your business or organization (the legal entity to which this specific SAM record, represented by a Unique Entity ID, belongs) receive both of the following: 1. 80 percent or more of your annual gross revenues in U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements and 2. $25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

No

Does the public have access to information about the compensation of the senior executives in your business or organization (the legal entity to which this specific SAM record, represented by a Unique Entity ID, belongs) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

Not Selected

Proceedings Questions

Is your business or organization, as represented by the Unique Entity ID on this entity registration, responding to a Federal procurement opportunity that contains the provision at FAR 52.209-7, subject to the clause in FAR 52.209-9 in a current Federal contract, or applying for a Federal grant opportunity which contains the award term and condition described in 2 C.F.R. 200 Appendix XII?

Yes

Does your business or organization, as represented by the Unique Entity ID on this specific SAM record, have current active Federal contracts and/or grants with total value (including any exercised/unexercised options) greater than $10,000,000?

No

Within the last five years, had the business or organization (represented by the Unique Entity ID on this specific SAM record) and/or any of its principals, in connection with the award to or performance by the business or organization of a Federal contract or grant, been the subject of a Federal or State (1) criminal proceeding resulting in a conviction or other acknowledgment of fault; (2) civil proceeding resulting in a finding of fault with a monetary fine, penalty, reimbursement, restitution, and/or damages greater than $5,000, or other acknowledgment of fault; and/or (3) administrative proceeding resulting in a finding of fault with either a monetary fine or penalty greater than $5,000 or reimbursement, restitution, or damages greater than $100,000, or other acknowledgment of fault?

Not Selected

Exclusion Summary

Active Exclusions Records?

No

SAM Search Authorization

I authorize my entity's non-sensitive information to be displayed in SAM public search results:

Yes

Entity Types

Business Types

Entity Structure	Entity Type	Organization Factors
Corporate Entity (Not Tax Exempt)	**Business or Organization**	**(blank)**

Profit Structure
For Profit Organization

Socio-Economic Types

Economically Disadvantaged Women Owned Small Business
Woman Owned Small Business
Woman Owned Business

Check the registrant's Reps & Certs, if present, under FAR 52.212-3 or FAR 52.219-1 to determine if the entity is an SBA-certified HUBZone small business concern. Additional small business information may be found in the SBA's Dynamic Small Business Search if the entity completed the SBA supplemental pages during registration.

Banking Information

Accepts Credit Card Payments	Debt Subject To Offset
Yes	**No**

EFT Indicator	CAGE Code
0000	**4VWU9**

Electronic Funds Transfer

Account Type	Routing Number	Lock Box Number
Checking	*******2670**	**(blank)**

Financial Institution	Account Number
FIRST FINANCIAL BANK, N.A.	*******11**

Automated Clearing House

Phone (U.S.)	Email	Phone (non-U.S.)
4097365955	**jh@excellohomes.com**	**877-390-5438**

Fax
4092993403

Remittance Address

Blaine Caillier
3515 Dowlen Road
Beaumont, Texas 77706
United States

Core Data Information

EIN	Type of Tax	Taxpayer Name
*******1960**	**Applicable Federal Tax**	**BYRDSON SERVICES LLC dba Excello Homes**

Tax Year (Most Recent Tax Year)	Name/Title of Individual Executing Consent	TIN Consent Date
2007	**Member**	**Apr 19, 2022**

Address	Signature
1245 W Cardinal DR **Beaumont, Texas 77705**	**JIM GRIFFIN**

Points of Contact

Accounts Receivable POC

James H Griffin, President
jgriffin@byrdsonservices.com
4092846611

Electronic Business

SALLY L Byrd, CEO
sally@byrdsonservices.com
8773905438

1245 West Cardinal Drive
Beaumont, Texas 77705
United States

SALLY I Byrd
sally@byrdsonservices.com
4098421827

1245 West Cardinal Drive
Beaumont, Texas 77705
United States

Government Business

Sally L Byrd, CEO
sally@byrdsonservices.com
8773905438

1245 West Cardinal Drive
Beaumont, Texas 77705
United States

SALLY L Byrd
sally@byrdsonservices.com
4098421827

1245 West Cardinal Drive
Beaumont, Texas 77705
United States

Past Performance

James H Griffin, President
jgriffin@byrdsonservices.com
4092846611

1245 West Cardinal Drive
Beaumont, Texas 77705
United States

JIM Griffin
jgriffin@byrdsonservices.com
4092846611

1245 West Cardinal Drive
Beaumont, Texas 77705
United States

[redacted]

Company Security Level
(blank)

Highest Level Employee Security Level
(blank)

[redacted]

NAICS Codes

Primary	NAICS Codes	NAICS Title

[redacted]

IGT Size Metrics

Annual Revenue (from all IGTs)
(blank)

Worldwide

Annual Receipts (in accordance with 13 CFR 121)
(blank)

Number of Employees (in accordance with 13 CFR 121)
(blank)

Location

Annual Receipts (in accordance with 13 CFR 121)
(blank)

Number of Employees (in accordance with 13 CFR 121)
(blank)

Industry-Specific

Barrels Capacity
(blank)

Megawatt Hours
(blank)

Total Assets
(blank)

[redacted]

This entity did not enter the EDI information

[redacted]

Yes, this entity appears in the disaster response registry.

Bonding Levels	Dollars
(blank)	**(blank)**

States
(blank)

Counties
(blank)

Metropolitan Statistical Areas
(blank)

3.10 CONFIDENTIAL/PROPRIETARY INFORMATION.

If any material in the Statement of Qualifications is considered by Respondent to be confidential or proprietary information (including manufacturing and/or design processes exclusive to the Respondent), Respondent **must** clearly mark the applicable pages of Respondent's Statement of Qualifications to indicate each claim of confidentiality. Additionally, Respondent must include a statement on company letterhead identifying all Statement of Qualifications section(s) and page(s) that have been marked as confidential. Jefferson County will protect from public disclosure such portions of a Statement of Qualifications, unless directed otherwise by legal authority, including existing open records acts. Merely making a blanket claim that the entire Statement of Qualifications submission is protected from disclosure because it contains some proprietary information is not acceptable, and will make the entire Statement of Qualifications subject to release under the Texas Public Information Act.

By submitting a Statement of Qualifications, Respondent agrees to reproduction by Jefferson County, without cost or liability, of any copyrighted portions of Respondent's Statement of Qualifications submission or other information submitted by Respondent.

3.11 EVALUATION SCORING CRITERIA FOR RFQ RESPONSES

The appointed Evaluation Committee will consider the following criteria in evaluating responses:

Narrative of Proposed Services/Approach.....25 points

Technical, Administrative, and Fiscal Capacity to Provide Services.....25 points

Past Project Performance and References.....20 points

Past Experience on Similar Projects.....20 points

Firm's Staff Qualifications.....10 points

RESPONDENT INFORMATION FORM

Instructions: Complete the form below. Please provide legible, accurate, and complete contact information. PLEASE PRINT.

RFQ Number & Name: (RFQ 22-047) Contractor Qualifications for Residential Home Elevation for HMA, TWDB and BRIC Disaster Funding Recipients

Respondent's Company/Business Name: Byrdson Services, LLC dba Excello Homes

Respondent's TAX ID Number: 56-2671960

***If Applicable*:** **HUB Vendor No.** 1562671960100 **DBE Vendor No.** n/a

Contact Person: Joellen Hall **Title:** Vice President of Operations

Phone Number (with area code): 409.203.4075

Alternate Phone Number if available (with area code): 877.390.5438

Fax Number (with area code): 409.299.3403

Email Address: jh@excellohomes.com

Mailing Address (Please provide a physical address for bid bond return, if applicable):

1245 West Cardinal Drive
Address

Beaumont, Texas 77705
City, State, Zip Code

REQUIRED FORM
Respondent: Please complete this form and include with RFQ submission.

VENDOR REFERENCES FORM

Respondent: Please list at least three (3) companies or governmental agencies (preferably a municipality) where the same or similar products and/or services as contained in this specification package were recently provided.

REQUIRED FORM
Respondent: Please complete this form and include with RFQ submission.

REFERENCE ONE

Government/Company Name: City of Nassau Bay- FEMA Home Elevation Program

Address: 1800 Space Park Boulevard, Ste 200, Nassau Bay, Texas 77058

Contact Person and Title: Jeffrey Ward- Program Administrator

Phone: 832.602.3008 Fax: 866.635.6582

Email Address: jswa1@outlook.com Contract Period: 2014- On Going

Scope of Work: Single Family homes previoulsy below flood level were elevated approximatley 10ft above grade in accordance to specifications from Professional Engineer

REFERENCE TWO

Government/Company Name: City of Houston Home Elevation

Address: 611 Walker, Houston, Texas 77002

Contact Person and Title: Benjamin Hayes, MPS- Disaster Cost Recovery

Phone: 801.390.1676 Fax: n/a

Email Address: benjamin.hayes@houstontx.gov Contract Period: 2016- On Going

Scope of Work: Single Family homes elevation of lowest floor structure to meet the required level of protection based on the flood zone data for specific location

REFERENCE THREE

Government/Company Name: Galveston County - FEMA Home Elevation Program

Address: 722 Moody Avenue, Galveston, Texas 77550

Contact Person and Title: Terry Walker, Hazard Mitigation Elevation Project Manager

Phone: 512.270.8830 Fax: n/a

Email Address: terry.walker@grantworks.net Contract Period: 2019 - On Going

Scope of Work: Single Family homes elevated out of flood zones. projects completed using SFHA and city permitting requirements

SIGNATURE PAGE

As permitted under Article 4413 (32c) V.A.C.S., other governmental entities may wish to participate under the same terms and conditions contained in this contract (i.e., piggyback). In the event any other entity participates, all purchase orders will be issued directly from and shipped directly to the entity requiring supplies/services. Jefferson County shall not be held responsible for any orders placed, deliveries made or payment for supplies/services ordered by another entity. Each entity reserves the right to determine their participation in this contract.

Would Respondent be willing to allow other governmental entities to piggyback off this contract, if awarded, under the same terms and conditions? ..... **Yes** ☑ **No** ☐

This Statement of Qualifications/RFQ Response shall remain in effect for ninety (90) days from RFQ opening and shall be exclusive of federal excise and state and local sales tax (exempt).

The undersigned agrees, if this RFQ response is accepted, to furnish any and all items upon which prices are offered, at the price and upon the terms and conditions contained in the Request for Statements of Qualification, Conditions of RFQ Response, Terms of Contract, and Specifications and all other items made a part of the accepted contract.

The undersigned affirms that they are duly authorized to execute the contract, that this company, corporation, firm, partnership or individual has not prepared this RFQ response in collusion with any other Respondent, and that the contents of this RFQ response as to prices, terms or conditions of said response have not been communicated by the undersigned nor by any employee or agent to any other RFQ Respondent or to any other person(s) engaged in this type of business prior to the official opening of this RFQ. And further, that neither the Respondent nor their employees nor agents have been for the past six (6) months directly nor indirectly concerned in any pool or agreement or combination to control the price of goods or services on, nor to influence any person to respond or not to respond thereon.

Byrdson Services, LLC dba Excello Homes	
RFQ Respondent (Entity Name)	Signature
1245 West Cardinal Drive	James Griffin, CSP - President
Street & Mailing Address	Print Name
Beaumont, Texas 77705	8.22.2022
City, State & Zip	Date Signed
877.390.5438	409.299.3403
Telephone Number	Fax Number
jh@excellohomes.com	
E-mail Address	

REQUIRED FORM
Respondent: Please complete this form and include with RFQ submission.

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

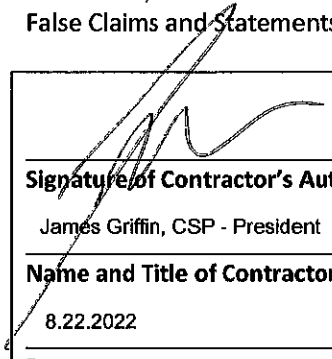
1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The Contractor, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.



Signature of Contractor's Authorized Official

James Griffin, CSP - President

Name and Title of Contractor's Authorized Official *(Please Print)*

8.22.2022

Date

REQUIRED FORM
Respondent: Please complete this form and include with RFQ submission.

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether sub-awardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.

2. Identify the status of the covered Federal action.

3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.

4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the sub-awardee, e.g., the first sub-awardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.

5. If the organization filing the report in item 4 checks "Sub-awardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.

6. Enter the name of the federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.

7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.

8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFQ) number; Invitations for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Included prefixes, e.g., "RFQ-DE-90-001."

9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.

10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).

11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503

Approved by OMB
0348-0046

Disclosure of Lobbying Activities

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure)

Type of Federal Action:	**Status of Federal Action:**	**Report Type:**
b a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	a a. bid/offer/application b. initial award c. post-award	a a. initial filing b. material change

Name and Address of Reporting Entity:	**If Reporting Entity in No. 4 is Sub-awardee,** Enter Name and Address of Prime:
X Prime _____ Sub-awardee Tier_____, if Known: **Congressional District, if known:**	Byrdson Services, LLC dba Excello Homes 1245 West Cardinal Drive, Beaumont, Texas 77705 **Congressional District, if known:**
Federal Department/Agency:	**7. Federal Program Name/Description:** CFDA Number, *if applicable*: _____
Federal Action Number, *if known:*	**9. Award Amount,** *if known:* **$**
10. a. Name and Address of Lobbying Registrant *(if individual, last name, first name, MI):* N/A	**b. Individuals Performing Services** *(including address if different from No. 10a)* *(last name, first name, MI):* N/A
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.	**Signature:** _____ **Print Name:** James Griffin, CSP - President **Title:** President **Telephone No.:** 877.390.5438 **Date:** 8.22.2022
Federal Use Only	**Authorized for Local Reproduction** **Standard Form - LLL (Rev. 7-97)**

REQUIRED FORM
Respondent: Please complete this form and include with RFQ submission.

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

(A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;

(B) a transaction conducted at a price and subject to terms available to the public; or

(C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

***

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds $2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than $100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

Form provided by Texas Ethics Commission www.ethics.state.tx.us Revised 11/30/2015

CONFLICT OF INTEREST QUESTIONNAIRE

CONFLICT OF INTEREST QUESTIONNAIRE **FORM CIQ**
For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. *See* Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 **Name of vendor who has a business relationship with local governmental entity.**

None

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information in this section is being disclosed.**

None
Name of Officer

This section (item 3 including subparts A, B, C, & D) must be completed for each officer with whom the vendor has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☒ No

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.

n/a

4

Signature of vendor doing business with the governmental entity

8.22.2022
Date

Adopted 8/7/2015

REQUIRED FORM
Respondent: Please complete this form and include with RFQ submission.

LOCAL GOVERNMENT OFFICER
CONFLICTS DISCLOSURE STATEMENT – OFFICE USE ONLY

LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT — FORM CIS

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This is the notice to the appropriate local governmental entity that the following local government officer has become aware of facts that require the officer to file this statement in accordance with Chapter 176, Local Government Code.

OFFICE USE ONLY

Date Received

1 **Name of Local Government Officer**

2 **Office Held**

3 **Name of vendor described by Sections 176.001(7) and 176.003(a), Local Government Code**

4 **Description of the nature and extent of employment or other business relationship with vendor named in item 3**

5 **List gifts accepted by the local government officer and any family member, if aggregate value of the gifts accepted from vendor named in item 3 exceeds $100 during the 12-month period described by Section 176.003(a)(2)(B).**

Date Gift Accepted _____ Description of Gift _____

Date Gift Accepted _____ Description of Gift _____

Date Gift Accepted _____ Description of Gift _____

(attach additional forms as necessary)

6 **AFFIDAVIT**

I swear under penalty of perjury that the above statement is true and correct. I acknowledge that the disclosure applies to each family member (as defined by Section 176.001(2), Local Government Code) of this local government officer. I also acknowledge that this statement covers the 12-month period described by Section 176.003(a)(2)(B), Local Government Code.

_____
Signature of Local Government Officer

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20 _____, to certify which, witness my hand and seal of office.

_____
Signature of officer administering oath | Printed name of officer administering oath | Title of officer administering oath

Adopted 8/7/2015

THIS FORM IS FOR OFFICE USE ONLY

RESIDENCE CERTIFICATION/TAX FORM

Pursuant to Texas Government Code §2252.001 *et seq.*, as amended, Jefferson County requests Resident Certification. §2252.001 *et seq.* of the Government Code provides some restrictions on the awarding of governmental contracts; pertinent provisions of §2252.001 are stated below:

(3) "Non-resident RFQ Respondent" refers to a person who is not a resident.

(4) "Resident RFQ Respondent" refers to a person whose principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

☑ I certify that Byrdson Services, LLC dba Excello Homes [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.):	56-2671960
Company Name submitting bid/proposal/response:	Byrdson Services, LLC dba Excello Homes
Mailing address:	1245 West Cardinal Drive, Beaumont, Texas 77705
If you are an individual, list the names and addresses of any partnership of which you are a general partner: n/a	

Property: List all taxable property owned by you or above partnerships in Jefferson County.

Jefferson County Tax Acct. No.*	Property address or location**
120147	1245 West Cardinal Drive, Beaumont, Texas 77705
	Excello Homes leases property

* This is the property amount identification number assigned by the Jefferson County Appraisal District.

** For real property, specify the property address or legal description. For business property, specify the address where the property is located. For example, office equipment will normally be at your office, but inventory may be stored as a warehouse or other location.

REQUIRED FORM
Respondent: Please complete this form and include with RFQ submission.

HOUSE BILL 89 VERIFICATION

I, James Griffin, President, the undersigned representative of (company or business name) Byrdson Services, LLC dba Excello Homes (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

8.22.2022
Date

On this 22 day of August, 20 22, personally appeared

James Griffin, President, the above-named person, who after by me being duly sworn, did swear and confirm that the above is true and correct.

Notary Seal

RYAN MICHAEL WEBB
Notary Public, State of Texas
Comm. Expires 03-26-2024
Notary ID 132418301

Notary Signature

8·22·22·
Date

REQUIRED FORM
Respondent: Please complete this form and include with RFQ submission.

SENATE BILL 252 CERTIFICATION

On this day, I, Deborah L. Clark, Purchasing Agent for Jefferson County, Texas, pursuant to Texas Government Code, Chapter 2252, Section 2252.152 and Section 2252.153, certify that I did review the website of the Comptroller of the State of Texas concerning the listing of companies that is identified under Section 806.051, Section 807.051, or Section 2253.253 and I have ascertained that the below named company is not contained on said listing of companies which do business with Iran, Sudan, or any Foreign Terrorist Organization.

Byrdson Services, LLC dba Excello Homes

Company Name

RFQ- 22-047/MR

IFB/RFP/RFQ number

Certification check performed by:

Purchasing Representative

Date

REQUIRED FORM
Respondent: Please complete this form and include with RFQ submission.

RESPONDENT'S CERTIFICATION

I have carefully examined the Request for Proposal Specifications, and any other documents accompanying or made a part of this Request for Proposals.

I hereby propose to furnish the goods or services specified in the Request for Proposal. I agree that my proposal will remain firm for a period of up to **90 days** in order to allow Jefferson County adequate time to evaluate the qualifications submitted.

I verify that all information contained in this proposal is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this proposal on behalf of the firm as its act and deed and that the firm is ready, willing and able to perform if awarded the contract.

I further certify, under oath, that this proposal is made without prior understanding, agreement, connection, discussion, or collusion with any other person, firm or corporation submitting a proposal for the same product or service: no officer, employee or agent of Jefferson County or any other Respondent is interested in said proposal: and that the undersigned executed this Respondent's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

Byrdson Services, LLC dba Excello Homes
NAME OF BUSINESS

BY: _____
SIGNATURE

James Griffin, CSP - President
NAME & TITLE, TYPED OR PRINTED

1245 West Cardinal Drive
MAILING ADDRESS

Beaumont, Texas 77705
CITY, STATE, ZIP CODE

(877) 390.5438
TELEPHONE NUMBER

RYAN MICHAEL WEBB
Notary Public, State of Texas
Comm. Expires 03-26-2024
Notary ID 132418301

Sworn to and subscribed before me
this 22 day of
August, 2022

_____
Notary Public

State of Texas

My Commission Expires: 3-26-24

REQUIRED FORM
Respondent: Please complete this form and include with RFQ submission.

JEFFERSON COUNTY PURCHASING DEPARTMENT

Deborah L. Clark, Purchasing Agent

1149 Pearl Street
1st Floor, Beaumont, TX 77701

OFFICE MAIN: (409) 835-8593
FAX: (409) 835-8456

August 9, 2022

Request for Statements of Qualifications
(RFQ 22-047/MR) Contractor Qualifications for Residential Home Elevations for HMA, TWDB and BRIC Disaster Funding Recipients, Pursuant to Chapter 262, Texas Local Government Code, the County Purchasing Act and 2 CFR Section 200.318-326

Jefferson County is seeking submittals from qualified firms to provide professional residential home elevation contractor services in accordance with Request for Statements of Qualifications (RFQ 22-047/MR) Contractor Qualifications for Residential Home Elevations for HMA, TWDB and BRIC Disaster Funding Recipients, Pursuant to Chapter 262, Texas Local Government Code, the County Purchasing Act and 2 CFR Section 200.318-326.

All interested firms should obtain a "Request for Qualifications" specifications packet from the Jefferson County Purchasing webpage at: https://www.co.jefferson.tx.us/Purchasing/

All submittals shall be evaluated by an Evaluation Committee. This committee will evaluate submissions to this request and select the firm that is most qualified, responsive, and experienced.

Responses are to be sealed and addressed to the Purchasing Agent with the request for qualifications number and name marked on the outside of the envelope or box. All responses shall be submitted with an original and (5) five copies, to the Jefferson County Purchasing Department, 1149 Pearl Street, 1st Floor, Beaumont, Texas 77701, no later than 11:00 am CT, Wednesday, August 31, 2022. Jefferson County does not accept responses submitted electronically. Responses will be publicly opened and the names of responding firms will be read aloud in the Jefferson County Engineering Department Conference Room (5th Floor, Historic Courthouse) 1149 Pearl Street, Beaumont, Texas 77701 at the time and date below. Statements of Qualifications received after that time will be considered late and will be returned unopened. Inquiries shall be directed to Mistey Reeves, Assistant Purchasing Agent at 409-835-8593 or mreeves@co.jefferson.tx.us. If no response in 72 hours, contact Deborah Clark, Purchasing Agent at 409-835-8593 or dclark@co.jefferson.tx.us.

REQUEST NAME:	**Contractor Qualifications for Residential Home Elevations for HMA, TWDB and BRIC Disaster Funding Recipients, Pursuant to Chapter 262, Texas Local Government Code, the County Purchasing Act and 2 CFR Section 200.318-326**
REQUEST NUMBER:	**RFQ 22-047/MR**
DUE DATE/TIME:	**11:00 am CT, Wednesday, August 31, 2022**
MAIL OR DELIVER TO:	**Jefferson County Purchasing Department** **1149 Pearl Street, 1st Floor** **Beaumont, TX 77701**

The County shall require the bidder to furnish a bid security in the amount of five percent (5%) of the total contract cost. The bid bond must be executed with a surety company authorized to do business in the State of Texas. Within ten (10) days after the date of the signing of a contract, the bidder shall furnish a performance bond to the County for the full amount of the contract, if the contract exceeds one hundred thousand dollars ($100,000). If the contract is for one hundred thousand dollars ($100,000) or less, the County may provide that no money be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County.

Jefferson County encourages Disadvantaged Business Enterprises (DBEs), Minority/Women Business Enterprises (M/WBEs), and Historically Underutilized Businesses (HUBs) to participate in the bidding process. Jefferson County does not discriminate on the basis of race, color, national origin, sex, religion, age or disability in employment, or the provisions of services. Individuals requiring special accommodations are requested to contact our office at least seven (7) days prior to the bid due date (at 409-835-8593) to make appropriate arrangements.

All interested firms are invited to submit a proposal in accordance with the terms and conditions stated in this request.

Respondents are strongly encouraged to carefully read the entire invitation, as failure to return and/or complete all required documentation will result in a response being declared as non-responsive.

Sincerely,

Deborah Clark

Deborah L. Clark, Purchasing Agent
Jefferson County, Texas

PUBLISH:
Beaumont Enterprise & Port Arthur News:
August 10th & 17th, 2022
Examiner **August 18, 2022**

TABLE OF CONTENTS

TABLE OF CONTENTS 1
SECTION 1: INTRODUCTION 2
1.1 PURPOSE/SCOPE OF WORK 2
1.2 STATEMENT OF QUALIFICATIONS 6
1.3 PROCEDURE 8
1.4 EVALUATION COMMITTEE 8
1.5 EVALUATION PROCESS 8
1.6 FIRM's SERVICES 9
1.7 LAWS AND REGULATIONS 9
1.8 INSURANCE REQUIREMENTS 9
1.9 WORKER'S COMPENSATION INSURANCE 9
1.10 TERMS AND CONDITIONS 11
INSERTION PAGE: CERTIFICATE OF INSURANCE (COI) 12
SECTION 2: RFQ SUBMISSION REQUIREMENTS AND SPECIAL REQUIREMENTS 13
BYRD ANTI-LOBBYING CERTIFICATION FORM 27
DEBARMENT/SUSPENSION CERTIFICATION 28
CIVIL RIGHTS COMPLIANCE PROVISIONS 29
SECTION 3: RFQ SUBMISSION REQUIREMENTS AND SPECIAL REQUIREMENTS 31
3.1 SUBMISSION OF QUALIFICATIONS 31
3.2 DEADLINE FOR RESONSE SUBMISSIONS/DELIVERY 31
3.3 COURTHOUSE SECURITY 31
3.4 COUNTY HOLIDAYS (2022) 32
3.5 SUBMISSIONS DURING TIME OF INCLEMENT WEATHER, DISASTER, OR EMERGENCY 32
3.6 PRE-PROPOSAL CONFERENCE 32
3.7 QUESTIONS/DEADLINE FOR QUESTIONS 32
3.8 VENDOR REGISTRATION: SAM (SYSTEM FOR AWARD MANAGEMENT) 32
3.9 FORM 1295 SUBMISSION REQUIREMENT (TEXAS ETHICS COMMISSION) 33
SAMPLE FORM 1295 34
INSERTION PAGE: COMPLETED FORM 1295 35
INSERTION PAGE: COMPLETED SYSTEM FOR AWARD MANAGEMENT (SAM) REGISTRATION PROOF 36
3.10 CONFIDENTIAL/PROPRIETARY INFORMATION 37
3.11 EVALUATION SCORING CRITERIA 37
RESPONDENT INFORMATION FORM 38
VENDOR REFERENCE FORM 39
SIGNATURE PAGE 40
CERTIFICATION REGARDING LOBBYING 41
DISCLOSURE OF LOBBYING ACTIVITIES 42
CONFLICT OF INTEREST QUESTIONNAIRE 44
LOCAL GOVERNMENT OFFICER – CONFLICT OF INTEREST DISCLOSURE STATEMENT (OFFICE USE ONLY) 46
RESIDENCE CERTIFICATION/TAX FORM 47
HOUSE BILL 89 VERIFICATION 48
SENATE BILL 252 CERTIFICATION 49
RESPONDENT'S CERTIFICATION 50

SECTION 1: INTRODUCTION: REQUEST FOR STATEMENTS OF QUALIFICATION (RFQ 22-047/MR) Contractor Qualifications for Residential Home Elevations for HMA, TWDB and BRIC Disaster Funding Recipients

1.1 PURPOSE/SCOPE OF WORK.

Jefferson County is requesting statements of qualifications and experience from all interested Residential Home Elevation Contractors desiring to provide professional residential home elevation services for the County as the need for these services arises. The range of services to provide will be broad and will involve residential home elevation. **This RFQ will be utilized to engage firms for future, undefined projects, and an indefinite quantity of residential home elevation contractor services as need arises.**

PROJECT DESCRIPTION:

Jefferson County is issuing the Request for Qualifications (RFQ) to procure professional residential elevation services in the Flood Mitigation Assistance Project, which covers both incorporated and unincorporated areas of Jefferson County, Texas. Jefferson County expects to award multiple contracts through this RFQ as the purpose of this RFQ is to engage a pre-qualified contractor pool to utilize in the elevation of homes in the Flood Mitigation Assistance Project. Contractors must be eligible to participate in contracts involving Federal funds.

Qualified building contractors will work with homeowners who will be receiving funds to elevate their homes. The homeowners will select from the pool of qualified, capable contractors to elevate their home.

Due to the fact that the purpose of this RFQ is to engage a pre-qualified contractor pool, awarded contractors will be asked to compete in individual projects and there is no guarantee of any volume or usage by the homeowners. There is no guarantee of the number of homes any given contractor will be selected to elevate.

The scope of services within each individual project will vary, as the circumstances in each home to be elevated will be different. However, successful contractor services will include, but are not limited to, the following:

For contracted services from Jefferson County using the Flood Mitigation Assistance Project, an Elevation Contractor shall not hire a firm to perform engineering services on the same home if that firm also was contracted by the County to provide Structural Integrity and Inspection Services.

The awarded contractor or contractors will be required to sign an affidavit stating they will comply with the above statement.

SPECIFICATIONS:

1. Contractors will have a licensed Structural Engineer available to sign and stamp drawings.

2. Contractors are required to use a hydraulic lift system when elevating the homes.

3. Contractors are required to use lateral bracing for support of elevated homes.

4. Contractors shall provide professional labor, equipment and materials adequate to perform the work in accordance with the scope of work for each eligible applicant's residential structure while ensuring that all applicable housing standards and codes are met;

5. All elevation work will be performed to meet or exceed all local, state and federal building codes and standards;

6. All elevation work will bring the structure into compliance with the Jefferson County Subdivisions and Floodplain Rules and Regulations by requiring a finished floor elevation a minimum of one-foot (1') above the 100 Year Flood Plain for the Finished Floor Elevation unless a higher elevation in required.

7. Elevation certificates shall be required before the elevation commences, and upon completion to verify the elevation and achieve compliance with local flood plain requirements.

8. If the homeowner selects your company, you will meet with the individual property owners to review the scope of work to be performed, including establishing a work schedule acceptable to property owners and Jefferson County; Prepare plans and specification and perform elevation in compliance with applicable City or County floodplain elevation requirements, code requirements, and Texas Windstorm Insurance Association (TWIA) requirements; Provide initial first floor elevation and obtaining final elevation certificates.

9. Repair of damage caused to homes/property during the elevation project;

10. All damages caused by the contractor during the elevation project shall be paid for by the contractor; these damages are ineligible grant costs and the Program does not cover such costs. These are the responsibility of the contractor.

11. Obtaining all necessary state and local permits and approvals after permits are acquired, but prior to the commencement of the work for each home, with copies of all permits provided to the County;

12. Coordination with property owner; utility disconnection and deactivation;

13. Debris removal in accordance with all Federal, State, and local requirements, including the disposal of potential asbestos containing materials;

14. Site preparation; if needed

15. Compliance with applicable Americans with Disabilities Act requirement may be required if deemed necessary by the homeowner

16. Elevation and post-elevation photographs taken and provided to the County's documenting services performed and compliance with permitting and building requirements;

17. If successful Contractors use subcontractors, then prompt payment of all subcontractors for services rendered, and obtaining signed and notarized lien waivers from all subcontractors documenting proof of payment and providing copy of such lien waivers to the County with draw requests;

18. Maintaining job sites in a neat and orderly manner.

19. Ineligible work shall not be allowed, with the sole exception of ineligible work necessarily incidental to the elevation project. Examples of ineligible work include, but are not limited to, building additions or auxiliary structures, additional landscaping for ornamentation beyond what existed at the site prior to the construction of the project, construction of new decks or porches, construction of expanded decks or porches, improvements for aesthetic reasons, or interior remodels. This list of examples is not exhaustive.

20. Each home shall be subject to a separate written agreement that will be between the contractor, the respective homeowner, and Jefferson County (the "Tri-Party Agreement"). Each Tri-Party Agreement will specify a term

applicable to the Flood Mitigation Assistance Project and specify draw requirements and other requirements associated with that given Flood Mitigation Assistance Project.

Offering financial incentives of any kind such as: trips, meals, entertainment tickets, cash, etc. is strictly prohibited.

BACKGROUND INFORMATION

A residential elevation is when a house that is vulnerable to flooding is physically raised to an elevation at or above the Base Flood Elevation (BFE). The benefits of elevating a structure are to minimize the threat for future flood losses to property and personal belongings; in addition, the activity provides peace of mind to homeowners who have elevated above most flooding events.

MANDATORY ELEVATION

All communities that participate in the National Flood Insurance Program (NFIP) are required to develop a local Floodplain Management Ordinance. These ordinances identify minimum standards that, when met, require homeowners to elevate their houses.

Substantial Damage – after a flood or other damaging event, the Floodplain Administrator for the community will assess damaged structures.

Residential structures that have sustained a 50% or greater loss of the value of the structure (not including lot) are deemed substantially-damaged, and prior to obtaining a building permit, the owners must agree to bring the structure up to the NFIP standard of being elevated to the BFE (or higher as required by local code).

In some instances, communities add 2' of freeboard above the BFE to provide additional flood safety value. The Floodplain Administrator will provide the homeowner with a copy of a letter that states that the property is substantially damaged.

TYPES OF ELEVATIONS

Available elevation methods, which are thoroughly described in FEMA P-312, Chapter 5, and FEMA P-347 include:

Elevating the existing structure on piles, posts, or piers.

1. Elevations in V zones (Velocity Zones in Coastal High Hazard Areas) must be on open foundations. The lowest floor must be free of obstructions or constructed with non-supporting breakaway walls, open wood lattice-work, or screening intended to collapse under wind and water loads without causing collapse, displacement, or other structural damage to the elevated portion of the building or supporting foundation.
2. Filling in the basement and replacing it with an elevated floor.
3. Elevating by vertically extending the foundation walls of the home.
4. The method that is selected for elevating a house depends on factors such as:
    a. Foundation type
    b. Condition of the house
    c. Applicable state and local building codes
    d. Soil type and bearing capacity
    e. Weight of the house and lateral forces on the house from water and other natural hazards, such as winds and earthquakes
    f. Height of proposed elevation above the grade level
    g. Number of additions to the original structure

ELEVATION REQUIREMENTS

Foundations must be designed to properly address all loads and be appropriately connected to the floor structure above, and utilities must also be properly elevated.

1. Elevations must comply with NFIP standards and building codes that exist in the State and Community. Elevations must comply with ASCE24-14 or latest edition.
2. Elevation must be designed and adequately anchored to prevent flotation, collapse, and lateral movement due to hydrodynamic and hydrostatic loads, including the effects of buoyancy.
3. A building permit is required in order to elevate.

STRUCTURAL SOUNDNESS

Structure must be structurally sound and capable of being elevated safely. Prior to participating in a FEMA Grant Program project to elevate houses, homeowners will have an inspection by a licensed structural engineer that determines whether a house can successfully be elevated or not.

SPECIFICATION MILESTONES AND COMPENSATION DRAWS

The following milestone schedule will be followed for each house and engineers will inspect at the following elevation phase milestones:

1. Milestone 1: 20% of the total contract amount in that Project.
    a. Signed contract; Permits obtained with copies of permits provided to Jefferson County;
    b. A & E drawings. Drawings should be signed and stamped by the Engineer.
    c. Interior and Exterior pre-evaluation photographs submitted
    d. Performance and Payment Bonds
2. Milestone 2: 40% of the total contract amount in that Project.
    a. Mobilization of equipment
    b. Clearing work
    c. Tunneling portion of work is complete
    d. Structure is elevated and resting on cribbing portion of the work is complete
    e. Engineer concurrence with percentage completion
    f. Mid-lift EC showing structure is at or above the designated flood elevation
    g. Inspection
3. Milestone 3: 30% of the total contract amount in that Project.
    a. Piers and/or post columns are built
    b. New foundation is complete
        i. If foundation type will have CMU block wall-capture photos of posts, piles or columns as needed for this milestone
    c. Engineer concurrence with percentage completion
    d. Inspection
4. Milestone 4: 10% of the total contract amount in that Project.
    a. Completion of all work
        i. Installation of vents, as required; placement of lattice, as required
        ii. Reconnection of utilities
        iii. Final site clean-up
        iv. Written confirmation of third-party warranty provided to homeowner
        v. If applicable, confirmation of satisfaction of applicable ADA requirements
        vi. Engineer concurrence with completion
        vii. Homeowner concurrence with payment

viii. If applicable, signed and notarized lien waivers from subcontractors utilized
ix. Final elevation certificate
x. As built plans – Updates can be done in writing to show any changes from original plans to as built conditions
xi. Final Inspection
    1. Forms and data required for completion, include but not limited to the following:
        a. Photos of the interior and exterior (all sides) of the house
        b. Photos of the gas and electric fixtures
        c. Photos of the posts, piles or columns under the house
    2. Certificate of Occupancy (See Certificate of Occupancy below)
    3. Final Elevation Certificate
    4. Copy of recorded deed
    5. Certification that the structure is compliant with NFIP
    6. Verification of Flood Insurance
    7. 501 Mitigation Form

CERTIFICATE OF OCCUPANCY

All permits have been successfully closed out and grant paperwork has been provided as necessary. Communicate with the County to go ahead and issue a Certificate of Occupancy to the homeowner. A Certificate of Occupancy will not be issued until after the final inspection.

PREVAILING WAGE RATES

Chapter 2258 of the Texas Government Code requires state agencies, cities, counties, independent school districts, and all other political subdivisions that engage in public work projects using public funds to include prevailing wage rate in the project request for proposal documents and Contract.

Current prevailing wage rates are incorporated in the Contract documents.

PERIOD OF CONTRACT

As funds are obligated, small batches of homes will be available for structural integrity analysis and inspection. The first batch will consist of 4 homes. There will potentially be up to 150 homes that will require structural analysis and inspection. Work must be complete for each batch of homes within three (3) months. The awarded firm(s) will be issued a Notice to Proceed for each batch of homes.

MINIMUM REQUIREMENTS

1. Minimum of three (3) years of structural integrity testing, inspection and certification of occupancy services experience.
2. Minimum of three (3) years firm and firm ownership / key staff experience in structural integrity testing, inspection and certificate of occupancy services experience.
3. Background check, criminal and or affidavit of no suspensions or criminal actions against owners and/or company for non-performance of work.

1.2 STATEMENT OF QUALIFICATIONS

Jefferson County is requesting Statements of Qualifications (SOQ) from firms who can adequately demonstrate they have the resources, experience and qualifications to perform structural integrity and inspection services.

Please provide the following information in the order shown below, and to not exceed the number of pages requested.

1. **Letter of Interest** (Limited to one (1) page, signed by a principle of the professional firm):
    a. Include name of firm wishing to contract with the County.
    b. Firm's local address and corporate or main office address.
    c. Include a statement as to the availability of the firm to complete the work within the stated time period.
2. **Technical Approach** (Limited to five (5) pages):
    a. Firm understanding of the scope of work.
    b. A description of the work to be performed and how it would be performed.
3. **Firm Experience and References** (Limited to then (10) pages):
    a. A brief history of the proposing entity, including general background, number of years in business, knowledge of and experience working on this type of projects.
    b. Provide projects which demonstrates the required minimum of three (3) years' experience with structural integrity testing and inspection services that will best illustrate team capabilities
    c. Demonstrate proficiency in structural integrity services, inspection services and certificate of occupancy services.
    d. Provide evidence that you understand and comply with TWIA requirements. Include any applicable licenses.
    e. Related experience in federally funded projects and the specific project type referenced in this RFQ.
    f. Firm must demonstrate an understanding of the requirements to remain in compliance in administering a federal funded project (FEMA/HUD). All elevations shall be completed in accordance with the Hazard Mitigation Assistance Guidance document, the Elevation Certificate, and Instructional Guidelines, therefore, knowledge of these guidelines is essential.
    g. Firm's strong financial stability. Provide two (2) years of financial statements, preferably audited.
    h. Provide at least three references of previous clients with similar projects and specify the project for which the references respond to. A reference form is included on Page 39 of this package.
    i. Furnish references for the prime provider's project manager for similar related projects. The client reference must be employees, such as the contract manager or work authorization manager, who are most familiar with the proposed manager's work.
    j. Provide a listing of all current litigation(s), outstanding judgements and liens affecting the firm.
    k. Describe any unique services offered by your firm.
4. **Workload Capacity** (Limited to two (2) pages):
    a. A statement substantiating the firm's resources of and the ability to carry out the scope of work requested in a timely manner.
    b. Provide a current list of your firm's projects.
    c. Provide project availability of personnel in order to provide engineering and inspection services on multiple structures in varied locations throughout the County.
5. **Professional Qualifications and Individual Experiences** (Limited to one (1) page for the organization chart and two (2) pages per resume):
    a. The respondent shall select a team of professionals capable of providing the required services in an efficient manner in the best interest of Jefferson County and to provide successful, on-time, and on budget project deliver. Information on all proposed sub-consultants and/or subcontractors should be included in the SOQ.
    b. Describe the firm's capacity to perform as well as resumes of all employees who will or may be assigned to provide services if you firm is awarded a contract through this solicitation, including any licensees or certification.
    c. Show work experience of Project Team including any sub consultants.
    d. Provide organizational chart containing names, addresses, telephone numbers, and email address of the prime provider and any sub consultants proposed for the team. Include the name of the prime

provider's Project Manager and all key personnel who will work on the project. Also, include each key personnel's project role and responsibilities and estimated percentage of time on the project.

e. Names, titles, address and telephone numbers of persons who are authorized to negotiate for and contractually bind the firm. One of these persons should sign the response. A contact must me named for addressing questions generated during the evaluation process.

1.3 PROCEDURE.

Firms are encouraged to submit statements of qualifications and experience to be kept on file in the Jefferson County Purchasing Department. For a given project, the responsible Jefferson County Commissioners' Court will appoint a selection committee, which will evaluate responses and select, in order of preference, a short list of at least three firms. Responses will be ranked on the basis of demonstrated experience, competence, and qualifications. Fees, price, work hours, or any other cost information will not be considered in the development of the short list.

Jefferson County will then enter into negotiations with the highest qualified firm. The negotiations will first establish the scope, terms and conditions, and time limits for the proposed contract. Once agreement is reached between Jefferson County and the selected firm, the County will request a fee proposal from the firm. If agreement is reached, the County will retain the firm and enter into a written contract with it. If an agreement cannot be negotiated with the selected firm, the County will then enter into negotiations with the next most qualified firm. This procedure will continue until agreement is reached and a contract is produced. If the County cannot negotiate an agreement, the procedure will be terminated.

1.4 SELECTION REVIEW COMMITTEE.

Because of the diversity of the departments and activities of the County, the Jefferson County Commissioners' Court will appoint the Selection Review Committee for this Request for Qualifications. The Purchasing Agent may appoint a Chairperson and no less than two (2) other members for the committee. Typically, the committee will consist of at least one professional in the task required, a person knowledgeable about procurement practices, and either a representative of the department requesting the project, or the department executing the project. However, this structure is not binding and subject to change at the discretion of the Purchasing Agent. Other members may be appointed to the Evaluation Committee as necessary and appropriate, but the total number of persons committee shall not exceed five (5) persons. Committee appointments shall be in writing and shall briefly describe the scope of the project and, if necessary, the primary disciplines required to accomplish the project in order to assist the committee in developing a list of firms that might best accomplish the work required. Committee membership and project requirements will vary from project to project. Therefore, a firm rated number one for one project could be considered not qualified or ranked lower on another project.

1.5 EVALUATION PROCESS.

While Jefferson County appreciates a brief, straight-forward, and concise reply; Respondent must fully understand that the evaluation is based on the information provided. Accuracy and completeness are essential. Omissions, ambiguous, and equivocal statements may be construed against the respondent. The RFQ response may be incorporated into any contract which results from this RFQ, and vendor(s) are cautioned not to make claims or statements it is not prepared to commit to contractually. Failure of the vendor to meet such claims will result in a requirement that the vendor provide resources necessary to meet submitted claims.

The Jefferson County Purchasing Department may initiate discussions with selected vendors; however, discussions may not be initiated by vendors.

The Jefferson County Purchasing Department expects to conduct discussions with vendor's representatives authorized to contractually obligate the vendor with an offer. **Vendors shall not contact any Jefferson County personnel during the RFQ process without the express permission from the Jefferson County Purchasing Agent. The Purchasing Agent will disqualify any vendor who has made site visits, contacted Jefferson County personnel, or distributed any literature without authorization from the Jefferson County Purchasing Department.**

All correspondence relating to this RFQ, from advertisement to award shall be sent to the Jefferson County Purchasing Department. All presentations and/or meetings between Jefferson County and the vendor relating to this RFQ shall be coordinated by the Jefferson County Purchasing Department.

Selected vendors may be expected to make a presentation/product demonstration to an Evaluation Committee. Proposals, vendor presentations, and product/service evaluations may develop into negotiating sessions with the vendor(s) as selected by the Evaluation Committee. Jefferson County expects to conduct negotiations with vendor representatives authorized to contractually obligate the vendor with an offer. If vendor is unable to agree to contract terms and conditions, Jefferson County reserves the right to terminate contract negotiations with that vendor and initiate negotiations with another vendor. In addition to a presentation, visits by the Evaluation Committee to representative vendor client sites may be conducted where the proposed solution can be demonstrated in a production environment.

1.6 Residential home elevation contractor FIRM's SERVICES.

A. A description of services that may be utilized under this RFQ includes:

1. Residential home elevation.

1.7 LAWS AND REGULATIONS.

A. The residential home elevation contractor Firm(s) must comply with all laws, ordinances, and rules and regulations which govern the work specified in this contract.

1.8 INSURANCE.

The contractor (including any and all subcontractors as defined in **Section 1.9.1.3** below) shall, at all times during the term of this contract, maintain insurance coverages with not less than the type and requirements shown below. Such insurance is to be provided at the sole cost of the contractor. These requirements do not establish limits of the contractor's liability.

All policies of insurance shall waive all rights of subrogation against the County, its officers, employees and agents; a copy of the policy wording or endorsement is required.

Contractor shall furnish Jefferson County with Certificate of Insurance naming Jefferson County as additional insured and will provide the actual policy wording or endorsement showing as such.

All insurance must be written by an insurer licensed to conduct business in the State of Texas.

Minimum Insurance Requirements:

Public Liability, including Products & Completed Operations	$1,000,000
Excess Liability	$1,000,000

Property Insurance (policy below that is applicable to this project):

Improvements & Betterments Policy: Improvements/Remodeling (for Lease Tenants)
Builder's Risk Policy: Structural Coverage for Construction Projects
Installation Floater Policy: Improvements/Alterations to Existing Structure

Workers' Compensation Statutory Coverage (**See Section 1.9 Below**)

1.9 WORKER'S COMPENSATION INSURANCE.

1.9.1 Definitions:

1.9.1.1 **Certificate of coverage ("Certificate")** – A copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a coverage agreement, DWC-81, DWC-82, DWC-83, or DWC-84 showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.

1.9.1.2 **Duration of the project** – Includes the time from the beginning of the work on the project until the contractor's/person's work on the project has been completed and accepted by the governmental entity.

1.9.1.3 **Persons providing services on the project ("subcontractor") in article 406.096** – Includes all persons or entities performing all or part of the services under the contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractor, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to

provide services on the project. "Services" includes, without limitation, providing, hauling or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

1.9.2 The Contractor shall provide coverage, based on proper reporting of classification code and payroll amounts and filing any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the contractor providing services on the project, for the duration of the project.

1.9.3 The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract – refer **to Section 1.8** above.

1.9.4 If the coverage period shown on the Contractor's current certificate of coverage ends during the duration of the project, the Contractor must, prior to the end of the coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been extended.

1.9.5 The Contractor shall obtain from each person providing services on a project, and provide to the governmental entity:

1.9.5.1 A certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project; and

1.9.5.2 No later than seven (7) days after receipt by the Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate ends during the duration of the project.

1.9.6 The Contractor shall retain all required certificates of coverage for the duration of the project and for one (1) year thereafter.

1.9.7 The Contractor shall notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.

1.9.8 The Contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Department of Workers' Compensation, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.

1.9.9 The Contractor shall contractually require each person with whom it contracts to provide services on a project to:

1.9.9.1 Provide coverage, based on reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all its employees providing services on the project, for the duration of the project.

1.9.9.2 Provide to the Contractor, prior to that person beginning work on the project a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project.

1.9.9.3 Provide the Contractor, prior to the end of coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.

1.9.9.4 Obtain from each person with whom it contracts, and provide to the Contractor:

1.9.9.4.1 A certificate of coverage, prior to the other person beginning work on the project; and

1.9.9.4.2 the coverage period, if the coverage period shown on the current certificate of a new certificate of coverage showing extension of

coverage, prior to the end of coverage ends during the duration of the project.

1.9.9.5 Retain all required certificates of coverage on file for the duration of the project and for one (1) year thereafter.

1.9.9.6 Notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and

1.9.9.7 Contractually require each person with whom it contracts to perform as required by paragraphs **1.9.1. – 1.9.7.**, with the certificates of coverage to be provided to the person for whom they are providing services.

1.9.10 By signing this contract or providing or causing to be provided a certificate of coverage, the Contractor is representing to the governmental entity that all employees of the contractor who will provide services of the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

1.9.11 The Contractor's failure to comply with any of these provisions is a breach of contract by the Contractor which entitles the governmental entity to declare the contract void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the governmental entity.

1.10 TERMS AND CONDITIONS.

1. Jefferson County reserves the right to request clarification of information submitted and to request additional information of one or more respondents
2. Any agreement or contract resulting from this RFQ shall be on forms approved by Jefferson County and shall contain, at minimum, applicable provisions of this document. Jefferson County reserves the right to reject any agreement that does not conform to this document and any County requirements and contracts.
3. The residential home elevation contractor shall not assign any interest in the contract and shall not transfer any interest in the same without prior written consent of the County.
4. No reports, information, or data given to or prepared by the residential home elevation contractor under contract shall be made available to any individual or organization by the residential home elevation contractor without the prior written approval of the County.

RESPONDENT: INSERT COPY OF CERTIFICATE OF INSURANCE (COI) BEHIND THIS PAGE.

Note: For RFQ response submission purposes, a general COI will suffice. However, a COI that includes the notation that "Jefferson County as an additional insured" will be required from Awarded Respondent(s) prior to the issuance of a Purchase Order.

REMEDIES

(For all awarded contracts with a value greater than $150,000.00)

Any violation or breach of terms of this contract on the part of the Contractor or the Contractor's subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this contract. The duties and obligations imposed by the contract documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. Any violation or breach of terms of this contract of the Contractor or the Contractor's sub-contractors will be subject to the remedies, including liquidated damages, described in the bid specifications or Request for Proposal and the Client rules and regulations and special conditions which are incorporated herein by reference in their entirety.

TERMINATION FOR CAUSE AND CONVENIENCE

(For all awarded contracts with a value greater than $10,000.00)

The Client reserves the right to terminate this contract for cause or convenience pursuant to the rules and regulations and special conditions which are incorporated herein by reference in their entirety.

EQUAL EMPLOYMENT OPPORTUNITY

(For all awarded contracts that meet the definition of "federally assisted construction contract" provided in 41 CFR Part 60-1.3) ***Contractor must complete enclosed certification***

During the performance of this contract, the contractor agrees as follows:

1. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:
Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this non-discrimination clause.

2. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

3. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

4. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

6. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965,

and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

7. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

8. The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

DAVIS-BACON ACT AND COPELAND "ANTI-KICKBACK" ACT

(The Davis-Bacon Act only applies to the Emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant Program. It DOES NOT apply to other FEMA grant and cooperative agreement programs, including the Public Assistance Program.

1. ***Minimum wages.***

   i. All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 193 7 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage dete1mination of the Secretary of

Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1 (b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(l)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in §5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided,* that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(l)(ii) of this section) and the Davis Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

ii. (A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination, and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

2) The classification is utilized in the area by the construction industry; and

3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions , including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D)The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(l)(ii) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

i. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

ii. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided,* That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account asset for the meeting of obligations under the plan or program.

2. ***Withholding.***

The Federal Agency and/or Client shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 193 7 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the (Agency) may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. ***Payrolls and basic records.***

i. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section I (b) (2) (B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(I)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section I(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

ii. (A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the federal agency if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to the federal agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee *(e.g.,* the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at *http://www.dol.gov/esa/whd{forms/wh347instr.htm* or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the federal agency if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit them to the applicant, sponsor, or owner, as the case may be, for transmission to the federal agency, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, sponsor, or owner). (B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

1) That the payroll for the payroll period contains the information required to be provided under §5.5 (a) (3) (ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a) (3) (i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

i. The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section 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)(l).

2) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(l).

3) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

(For all awarded contracts related to "mechanics and laborers" with a value greater than $100,000.00)

1) **Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
2) **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of $27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.
3) **Withholding for unpaid wages and liquidated damages.** The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.
4) **Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT

(This requirement **does not apply** to the Public Assistance, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households - Other Needs Assistance Grant Program, as FEMA awards under these programs do not meet the definition of "funding agreement." If FEMA federal award meets definition of "funding agreement" under 37 CFR §401.2(a), for all awarded contracts related to experimental, developmental, or research work type contracts)

(a) Definitions

(1) *Invention* means any invention or discovery which is or may be patentable or otherwise protectable under Title 35 of the United States Code, or any novel variety of *et seq.).*
(2) *Subject invention* means any invention of the *contractor* conceived or first actually reduced to practice in the performance of work under this *contract,* provided that in the case of a variety of plant, the date of determination (as defined in section 41(d) of the Plant Variety Protection Act, 7 U.S.C. 240l (d)) must also occur during the period of *contract* performance.
(3) *Practical Application* means to manufacture in the case of a composition or product, to practice in the case of a process or method, or to operate in the case of a machine or system; and, in each case, under such conditions as to establish that the invention is being utilized and that its benefits are, to the extent permitted by law or government regulations, available to the public on reasonable terms.
(4) *Made* when used in relation to any invention means the conception or first actual reduction to practice of such invention.
(5) *Small Business Firm* means a small business concern as defined at section 2 of Pub. L. 85-536 (15 U.S.C. 632) and implementing regulations of the Administrator of the Small Business Administration. For the purpose of this clause, the size standards for small business concerns involved in government procurement and

subcontracting at 13 CFR 121.3-8 and 13 CFR 121.3- 12, respectively, will be used.

(6) *Nonprofit Organization* means a university or other institution of higher education or an organization of the type described in section 501 (c) (3) of the Internal Revenue Code of 1954 (26 U.S.C. 501(c) and exempt from taxation under section 501(a) of the Internal Revenue Code (25 U.S.C. 501(a)) or any nonprofit scientific or educational organization qualified under a state nonprofit organization statute.

(b) Allocation of Principal Rights

The *Contractor* may retain the entire right, title, and interest throughout the world to each subject invention subject to the provisions of this clause and 35 U.S.C. 203. With respect to any subject invention in which the *Contractor* retains title, the Federal government shall have a nonexclusive, non-transferable, irrevocable, paid-up license to practice or have practiced for or on behalf of the United States the subject invention throughout the world.

(c) Invention Disclosure, Election of Title and Filing of Patent Application by *Contractor*

(1) The *contractor* will disclose each subject invention to the *Federal Agency* within two months after the inventor discloses it in writing to *contractor* personnel responsible for patent matters. The disclosure to the agency shall be in the form of a written report and shall identify the *contract* under which the invention was made and the inventor(s). It shall be sufficiently complete in technical detail to convey a clear understanding to the extent known at the time of the disclosure, of the nature, purpose, operation, and the physical, chemical, biological or electrical characteristics of the invention. The disclosure shall also identify any publication, on sale or public use of the invention and whether a manuscript describing the invention has been submitted for publication and, if so, whether it has been accepted for publication at the time of disclosure. In addition, after disclosure to the *agency,* the *Contractor* will promptly notify the *agency* of the acceptance of any manuscript describing the invention for publication or of any on sale or public use planned by the *contractor.*

(2) The *Contractor* will elect in writing whether or not to retain title to any such invention by notifying the *Federal agency* within two years of disclosure to the *Federal agency.* However, in any case where publication, on sale or public use has initiated the one-year statutory period wherein valid patent protection can still be obtained in the United States, the period for election of title may be shortened by the *agency* to a date that is no more than 60 days prior to the end of the statutory period.

(3) The *contractor* will file its initial patent application on a subject invention to which it elects to retain title within one year after election of title or, if earlier, prior to the end of any statutory period wherein valid patent protection can be obtained in the United States after a publication, on sale, or public use. The *contractor* will file patent applications in additional countries or international patent offices within either ten months of the corresponding initial patent application or six months from the date permission is granted by the Commissioner of Patents and Trademarks to file foreign patent applications where such filing has been prohibited by a Secrecy Order.

(4) Requests for extension of the time for disclosure, election, and filing under subparagraphs (1), (2), and (3) may, at the discretion of the *agency,* be granted.

(d) Conditions When the Government May Obtain Title

The *contractor* will convey to the *Federal agency,* upon written request, title to any subject invention-

(1) If the *contractor* fails to disclose or elect title to the subject invention within the times specified in (c), above, or elects not to retain title; provided that the *agency* may only request title within 60 days after learning of the failure of the *contractor* to disclose or elect within the specified times.

(2) In those countries in which the *contractor* fails to file patent applications within the times specified in (c) above; provided, however, that if the *contractor* has filed a patent application in a country after the times specified in (c) above, but prior to its receipt of the written request of the *Federal agency,* the *contractor* shall continue to retain title in that country.

(3) In any country in which the *contractor* decides not to continue the prosecution of any application for, to pay the maintenance fees on, or defend in reexamination or opposition proceeding on, a patent on a subject invention.

(e) Minimum Rights to *Contractor* and Protection of the *Contractor* Right to File

(1) The *contractor* will retain a nonexclusive royalty-free license throughout the world in each subject invention to which the Government obtains title, except if the *contractor* fails to disclose the invention within the times

specified in (c), above. The *contractor's* license extends to its domestic subsidiary and affiliates, if any, within the corporate structure of which the *contractor* is a party and includes the right to grant sublicenses of the same scope to the extent the *contractor* was legally obligated to do so at the time the *contract* was awarded. The license is transferable only with the approval of the *Federal* to which the invention pertains.

(2) The *contractor's* domestic license may be revoked or modified by the *funding Federal agency* to the extent necessary to achieve expeditious practical application of the subject invention pursuant to an application for an exclusive license submitted in accordance with applicable provisions at 37 CFR part 404 and *agency* licensing regulations (if any). This license will not be revoked in that field of use or the geographical areas in which the *contractor* has achieved practical application and continues to make the benefits of the invention reasonably accessible to the public. The license in any foreign country may be revoked or modified at the discretion of the *funding Federal agency* to the extent the *contractor,* its licensees, or the domestic subsidiaries or affiliates have failed to achieve practical application in that foreign country.

(3) Before revocation or modification of the license, the *funding Federal agency* will furnish the *contractor* a written notice of its intention to revoke or modify the license, and the *contractor* will be allowed thirty days (or such other time as may be authorized by the *funding Federal agency* for good cause shown by the *contractor)* after the notice to show cause why the license should not be revoked or modified. The *contractor* has the right to appeal, in accordance with applicable regulations in 37 CFR part 404 and *agency* regulations (if any) concerning the licensing of Government-owned inventions, any decision concerning the revocation or modification of the license.

(f) *Contractor* Action to Protect the Government's Interest

(1) The *contractor* agrees to execute or to have executed and promptly deliver to the *Federal agency* all instruments necessary to

(i) establish or confirm the rights the Government has throughout the world in those subject inventions to which the *contractor* elects to retain title, and

(ii) convey title to the *Federal agency* when requested under paragraph (d) above and to enable the government to obtain patent protection throughout the world in that subject invention.

(2) The *contractor* agrees to require, by written agreement, its employees, other than clerical and nontechnical employees, to disclose promptly in writing to personnel identified as responsible for the administration of patent matters and in a format suggested by the *contractor* each subject invention made under *contract* in order that the *contractor* can comply with the disclosure provisions of paragraph (c), above, and to execute all papers necessary to file patent applications on subject inventions and to establish the government's rights in the subject inventions. This disclosure format should require, as a minimum, the information required by (c) (l), above. The *contractor* shall instruct such employees through employee agreements or other suitable educational programs on the importance of reporting inventions in sufficient time to permit the filing of patent applications prior to U.S. or foreign statutory bars.

(3) The *contractor* will notify the *Federal agency* of any decisions not to continue the prosecution of a patent application, pay maintenance fees, or defend in a reexamination or opposition proceeding on a patent, in any country, not less than thirty days before the expiration of the response period required by the relevant patent office.

(4) The *contractor* agrees to include, within the specification of any United States patent applications and any patent issuing thereon covering a subject invention, the following statement, "This invention was made with government support under (identify the *contract)* awarded by (identify the Federal agency). The government has certain rights in the invention."

(g) Subcontracts

(1) The *contractor* will include this clause, suitably modified to identify the parties, in all subcontracts, regardless of tier, for experimental, developmental or research work. The subcontractor will retain all rights provided for the *contractor* in this clause, and the *contractor* will not, as part of the consideration for awarding the subcontract, obtain rights in the subcontractor's subject inventions.

(2) In the case of subcontracts, at any tier, when the prime award with the Federal agency was a contract (but

not a grant or cooperative agreement), the *agency,* subcontractor, and the contractor agree that the mutual obligations of the parties created by this clause constitute a contract between the subcontractor and the Federal agency with respect to the matters covered by the clause; provided, however, that nothing in this paragraph is intended to confer any jurisdiction under the Contract Disputes Act in connection with proceedings under paragraph (i) of this clause.

(h) Reporting on Utilization of Subject Inventions

The *Contractor* agrees to submit on request periodic reports no more frequently than annually on the utilization of a subject invention or on efforts at obtaining such utilization that are being made by the *contractor* or its licensees or assignees. Such reports shall include information regarding the status of development, date of first commercial sale or use, gross royalties received by the contractor, and such other data and information as the *agency* may reasonably specify. The *contractor* also agrees to provide additional reports as may be requested by the *agency* in connection with any march-in proceeding undertaken by the *agency* in accordance with paragraph (i) of this clause. As required by 35 U.S.C. 202(c) (5), the *agency* agrees it will not disclose such information to persons outside the government without permission of the *contractor.*

(i) Preference for United States Industry

Notwithstanding any other provision of this clause, the *contractor* agrees that neither it nor any assignee will grant to any person the exclusive right to use or sell any subject inventions in the United States unless such person agrees that any products embodying the subject invention or produced through the use of the subject invention will be manufactured substantially in the United States. However, in individual cases, the requirement for such an agreement may be waived by the *Federal agency* upon a showing by the *contractor* or its assignee that reasonable but unsuccessful efforts have been made to grant licenses on similar terms to potential licensees that would be likely to manufacture substantially in the United States or that under the circumstances domestic manufacture is not commercially feasible.

(j) March-in Rights

The *contractor* agrees that with respect to any subject invention in which it has acquired title, the *Federal agency* has the right in accordance with the procedures in 37 CFR 401.6 and any supplemental regulations of the *agency* to require the *contractor,* an assignee or exclusive licensee of a subject invention to grant a nonexclusive, partially exclusive, or exclusive license in any field of use to a responsible applicant or applicants, upon terms that are reasonable under the circumstances, and if the *contractor,* assignee, or exclusive licensee refuses such a request the *Federal agency* has the right to grant such a license itself if the *Federal agency* determines that:

(1) Such action is necessary because the *contractor* or assignee has not taken or is not expected to take within a reasonable time, effective steps to achieve practical application of the subject invention in such field of use.

(2) Such action is necessary to alleviate health or safety needs which are not reasonably satisfied by the *contractor,* assignee or their licensees;

(3) Such action is necessary to meet requirements for public use specified by Federal regulations and such requirements are not reasonably satisfied by the *contractor,* assignee or licensees; or

(4) Such action is necessary because the agreement required by paragraph (i) of this clause has not been obtained or waived or because a licensee of the exclusive right to use or sell any subject invention in the United States is in breach of such agreement.

(k)Special Provisions for *Contracts* with Nonprofit Organizations If the *contractor* is a nonprofit organization, it agrees that:

(1) Rights to a subject invention in the United States may not be assigned without the approval of the *Federal agency,* except where such assignment is made to an organization which has as one of its primary functions the management of inventions, provided that such assignee will be subject to the same provisions as the *contractor;*

(2) The *contractor* will share royalties collected on a subject invention with the inventor, including Federal employee co-inventors (when the agency deems it appropriate) when the subject invention is assigned in accordance with 35 U.S.C. 202(e) and 37 CFR 401.10;

(3) The balance of any royalties or income earned by the *contractor* with respect to subject inventions, after payment of expenses (including payments to inventors) incidental to the administration of subject inventions, will be utilized for the support of scientific research or education; and

(4) It will make efforts that are reasonable under the circumstances to attract licensees of subject invention that are small business firms and that it will give a preference to a small business firm when licensing a subject invention if the *contractor* determines that the small business firm has a plan or proposal for marketing the

invention which, if executed, is equally as likely to bring the invention to practical application as any plans or proposals from applicants that are not small business firms; provided, that the *contractor* is also satisfied that the small business firm has the capability and resources to carry out its plan or proposal. The decision whether to give a preference in any specific case will be at the discretion of the *contractor.* However, the *contractor* agrees that the Secretary applicants, and the *contractor* will negotiate changes to its licensing policies, procedures, or practices with the Secretary when the Secretary's review discloses that the *contractor* could take reasonable steps to implement more effectively the requirements of this paragraph (k)(4).

(l) Communication

Any communications to be given hereunder by either party to the other shall be deemed to be duly given if set forth in writing and personally delivered or sent by mail, registered or certified, postage prepaid with return receipt requested, as follows:

_____

_____

_____

_____

Written notices hereunder delivered personally shall be deemed communicated as of actual receipt; mailed notices shall be deemed communicated five (5) days after deposit in the mail, post prepaid, certified, in accordance with this Paragraph.

CLEAN AIR ACT

(For all awarded contracts with a value greater than $150,000.00)

(m)The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

(n) The contractor agrees to report each violation to the (name of applicant entering into the contract) and understands and agrees that the (name of the applicant entering into the contract) will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(o) The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

FEDERAL WATER POLLUTION CONTROL ACT

(For all awarded contracts with a value greater than $150,000.00)

(1) The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

(2) The contractor agrees to report each violation to the (name of the applicant entering into the contract) and understands and agrees that the (name of the applicant entering into the contract) will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

DEBARMENT AND SUSPENSION ***Contractor must complete enclosed certification***

(1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by Client. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to

remedies available to (insert name of recipient/subrecipient/applicant), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

BYRD ANTI-LOBBYING AMENDMENT

(For all awarded contracts with a value greater than $100,000.00.) ***Contractor must complete enclosed certification***

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended) Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

The Contractor certifies, to the best of his or her knowledge and belief that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) Contractor will include language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of $150,000.00 shall certify and disclose accordingly.

PROCUREMENT OF RECOVERED MATERIALS

(The requirements of Section 6002 include procuring only items designated in guidelines of the EPA at 40

C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired by the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.)

(1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA designated items unless the product cannot be acquired:

a) Competitively within a timeframe providing for compliance with the contract performance schedule;

b) Meeting contract performance requirements; or

c) At a reasonable price.

(2) Information about this requirement is available at EPA's Comprehensive Procurement Guidelines website, http://www.epa.gov/cpg/.

The list of EPA-designate items is available at http://www.epa.gov/cpg/products.htm.

(3) The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the "Solid Waste Disposal Act."

ACCESS TO RECORDS

The following access to records requirements apply to this contract:

(1) The Contractor agrees to provide the Client, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

(2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

(4) In compliance with the Disaster Recovery Act of 2018, the Client and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

CHANGES

To be eligible for FEMA assistance under the non-Federal entity's FEMA grant or cooperative agreement, the cost of the change, modification, change order, or constructive change must be allowable, allocable, within the scope of its grant or cooperative agreement, and reasonable for the completion of project scope.

FEMA recommends, therefore, that a non-Federal entity include a changes clause in its contract that describes how, if at all, changes can be made by either party to alter the method, price, or schedule of the work without breaching the contract. The language of the clause may differ depending on the nature of the contract and the end-item procured.

DHS SEAL, LOGO, AND FLAGS

The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS

This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

NO OBLIGATION BY FEDERAL GOVERNMENT

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.

PROHIBITION ON CONTRACTING FOR COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES

2 C.F.R. § 200.216, as implemented by FEMA Policy 405-143-1, prohibits the Contractor from using equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

DOMESTIC PREFERENCES FOR PROCUREMENTS

As appropriate and to the extent consistent with law, the Contractor agrees, to the greatest extent practicable, prefer the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).

AFFIRMATIVE SOCIOECONOMIC STEPS

If subcontracts are to be let, the prime contractor is required to take all necessary steps identified in 2 C.F.R. § 200.321(b)(1)-(5) to ensure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

COPYRIGHT AND DATA RIGHTS

"License and Delivery of Works Subject to Copyright and Data Rights"

The Contractor grants to the Client a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this contract, the Contractor will identify such data and grant to the Client or acquires on its behalf a license of the same scope as for data first produced in the performance of this contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this contract, the Contractor will deliver to the Client data first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by the Client."

BYRD ANTI-LOBBYING CERTIFICATION

Certification for Contracts, Grants, Loans, and Cooperative Agreements-The undersigned certifies, to the best of his or her knowledge and belief, that:

1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The Contractor _____ certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

_____

Signature of Contractor's Authorized Official

_____

Name and Title of Contractor's Authorized Official

_____

Date

REQUIRED FORM
Bidder: Please complete this form and include with bid submission.

DEBARMENT/SUSPENSION CERTIFICATION

Non-Federal entities and contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, Debarment and Suspension (1986) and Executive Order 12689, Debarment and Suspension (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (No procurement Debarment and Suspension).

This requirement applies to all FEMA grant and cooperative agreement programs.

Federal Executive Order (E .O.) 12549 "Debarment" requires that all contractors receiving individual awards, using federal funds, and all sub recipients certify that the organization and its principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from doing business with the Federal Government. By signing this document, you certify that your organization and its principals are not debarred. Failure to comply or attempts to edit this language may disqualify your bid. Information on debarment is available at the following websites: www.sam.gov and https://acguisition.qov/far/index.html see section 52.209-6.

The Contractor _____ certifies or affirms by your signature that neither you nor your principal is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

_____

Signature of Contractor's Authorized Official

_____

Name and Title of Contractor's Authorized Official

_____

Date

REQUIRED FORM
Bidder: Please complete this form and include with bid submission.

CIVIL RIGHTS COMPLIANCE PROVISIONS

1. EQUAL EMPLOYMENT OPPORTUNITY (Equal Opportunity Clause)
(For all awarded contracts that meet the definition of "federally assisted construction contract" provided in 41 CFR Part 60-1.3)

During the performance of this contract, the contractor agrees as follows:

1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

   Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or order this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

CIVIL RIGHTS COMPLIANCE PROVISIONS (CONTINUED)

8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

_____

Signature of Contractor's Authorized Official

_____

Name and Title of Contractor's Authorized Official

_____

Date

REQUIRED FORM
Bidder: Please complete this form and include with bid submission.

SECTION 3: RFQ SUBMISSION INSTRUCTIONS AND SPECIAL REQUIREMENTS

The following requirements and instructions **supersede** General Requirements where applicable.

3.1 SUBMISSION OF QUALIFICATIONS.

Each Respondent shall ensure that required parts of the RFQ response are completed with accuracy and submitted as per the requirements within this specifications packet, including any addenda.

Responses must be submitted in complete original form by mail or messenger to the following address:

Jefferson County Purchasing Department
1149 Pearl Street, 1st Floor
Beaumont, TX 77701

Respondent shall submit response in a tightly sealed opaque envelope or box, plainly marked "SEALED RFQ RESPONSE." The outside of the envelope of box shall also include the RFQ Number, RFQ Name, RFQ Due Date, and the Respondent's Name and Address; and shall be addressed to the Purchasing Agent.

The County requests that response submissions NOT be bound by staples or glued spines.

Respondent is responsible for submitting: One (1) original and five (5) response copies; with all copies to include a completed copy of this specifications packet, in its entirety.

Respondent shall monitor the Jefferson County Purchasing Department Website for any addenda, additional instructions, or RFQ updates. https://www.co.jefferson.tx.us/Purchasing/

Failure to return and/or complete all required documentation will result in a response being declared as non-responsive.

3.2 DEADLINE FOR RESPONSE SUBMISSIONS/DELIVERY.

All submissions must be received by 11:00 am CT, Wednesday, August 31, 2022

RFQ responses will be accepted at the above address until the time and date specified herein, and immediately after will be publicly opened and read aloud.

Late responses will not be accepted and will be returned unopened to the Respondent.

Jefferson County will not accept any responsibility for responses being delivered by third party carriers.

Jefferson County shall not be responsible for any effort or cost expended in the preparation of a response to this RFQ.

All responses submitted in response to this invitation shall become the property of Jefferson County and will be a matter of public record available for review.

All protests should be coordinated through the Purchasing Office prior to award recommendation to Commissioners' Court.

Please direct questions to **Mistey Reeves, Assistant Purchasing Agent** at 409-835-8593 or e-mail at mreeves@co.jefferson.tx.us. If no response in 72 hours, contact **Deborah Clark, Purchasing Agent** at 409-835-8593 or e-mail at dclark@co.jefferson.tx.us

3.3 COURTHOUSE SECURITY.

All visitors to the Courthouse must pass through Security. Respondents planning to hand deliver their RFQ response must allow time to get through Security, as a delay in entering the Courthouse will not be accepted as an excuse for late submittal. Mondays and Tuesdays are particularly heavy days.

In response to the Covid-19 pandemic, Jefferson County has implemented precautionary measures recommended by the CDC within its facilities. Respondents are strongly urged to plan accordingly.

3.4 COUNTY HOLIDAYS (2022).

January 17, 2022	Martin Luther King, Jr. Day	Monday
February 21, 2022	President's Day	Monday
April 15, 2022	Good Friday	Friday
May 30, 2022	Memorial Day	Monday
July 4, 2022	Independence Day	Monday
September 5, 2022	Labor Day	Monday
November 11, 2022	Veteran's Day	Friday
November 24 & 25, 2022	Thanksgiving	Thursday & Friday
December 23 & 26, 2022	Christmas	Friday & Monday
January 2, 2023	New Year's	Monday

3.5 SUBMISSIONS DURING TIME OF INCLEMENT WEATHER, DISASTER, OR EMERGENCY.

In case of inclement weather or any other unforeseen event causing the County to close for business on the date of a bid/proposal/statement of qualifications submission deadline, the RFQ closing will automatically be postponed until the next business day that County offices are open to the public. Should inclement weather conditions or any other unforeseen event cause delays in courier service operations, the County may issue an addendum to all known vendors interested in the project to extend the deadline. It will be the responsibility of the vendor to notify the county of their interest in the project should these conditions impact their ability to submit a bid/proposal/statement of qualifications submission before the stated deadline. The County reserves the right to make the final judgement call to extend any deadline.

Should an emergency or unanticipated event interrupt normal County processes, and bid/proposal/statement of qualifications submissions cannot be received by the Jefferson County Purchasing Department's office by the exact time specified in the RFQ and urgent County requirements preclude amendment to the RFQ, the time specified for receipt of Statements of Qualifications will be deemed to be extended to the same time of day specified in the solicitation on the first business day on which normal County processes resume.

Proposals will be opened publicly in a manner to avoid public disclosure of contents; however, only names of Proposers will be read aloud.

3.6 PRE-PROPOSAL CONFERENCE.

Due to the nature of this Request for Proposals, a Pre-Proposal Conference will not be held for this project.

3.7 QUESTIONS/DEADLINE FOR QUESTIONS.

Questions may be emailed to **Mistey Reeves, Assistant Purchasing Agent** at mreeves@co.jefferson.tx.us or faxed at 409-835-8456. If no response in 72 hours, contact **Deborah Clark, Purchasing Agent** at dclark@co.jefferson.tx.us or faxed at 409-835-8456.

The Deadline for asking questions or requesting additional information (in writing) is 5:00 pm, CT, August 24, 2022.

3.8 VENDOR REGISTRATION: SAM (SYSTEM FOR AWARD MANAGEMENT).

Vendors doing business with Jefferson County are **required** to be registered with The System for Award Management (SAM), with an "active" status. The System for Award Management (SAM) is the Official U.S. Government system that consolidated the capabilities of CCR/FedReg, ORCA, and EPLS. There is NO fee to register for this site. Entities may register at no cost directly from the SAM website at: https://www.sam.gov

In instances where a vendor has either an "Inactive" SAM Registration or is not currently registered with the System for Award Management, the Purchasing Department may *initially* accept proof (printout from the SAM website) that the vendor has begun the registration process in order for the IFB/RFQ/RFQ submission to be considered as "responsive" to the specifications for the project.

However, the SAM Registration must be completed (showing "active" status, with no exclusions) prior to the award and/or execution of an agreement or contract for the project.

3.9 FORM 1295 SUBMISSION REQUIREMENT (TEXAS ETHICS COMMISSION).

ALL NON-EXEMPT RESPONDENTS ARE REQUIRED TO SUBMIT COMPLETED FORM 1295 WITH RFQ RESPONSE SUBMISSION.

INSTRUCTIONS:

(1) Submit a FORM 1295 online via the Texas Ethics Commission website link below.
Vendors must enter the required information on Form 1295, and print a copy of the completed form.
The form will include a certification of filing that will contain a unique certification number.

2. Submit a FORM 1295 hard copy (completed & signed by an Authorized Agent of the Awarded Vendor), to the Jefferson County Purchasing Department WITH RFQ SUBMISSION.

FORM 1295, Completion Instructions, and Login Instructions are available via the Texas Ethics Commission Website at:
https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

SAMPLE: A sample of a completed FORM 1295 is included on PAGE 28.

FORM 1295 Implementation Background:

In accordance with House Bill 1295 (passed January 1, 2016), Vendors entering into contracts and professional agreements with Jefferson County will be required to complete a Certificate of Interested Parties (FORM 1295), **unless contract is considered exempt as described below.**

In 2017, the Texas legislature amended the law to require Form 1295 to include an "unsworn declaration" which includes, among other things, the date of birth and address of the authorized representative signing the form. The unsworn declaration, including the date of birth and address of the signatory, replaces the notary requirement that applied to contracts entered into before January 1, 2018. The TEC filing application does not capture the date of birth or street address of the signatory and it will not appear on forms that are filed using the TEC filing application.

Changes to the law requiring certain businesses to file a Form 1295 are in effect for contracts entered into or amended on or after January 1, 2018. The changes exempt businesses from filing a Form 1295 for certain types of contracts and replace the need for a completed Form 1295 to be notarized. Instead, the person filing a 1295 needs to complete an "unsworn declaration."

FORM 1295 EXEMPTIONS:

What type of contracts are exempt from the Form 1295 filing requirement under the amended law?

The amended law adds to the list of types of contract exempt from the Form 1295 filing requirement.

A completed Form 1295 is not required for:

- a sponsored research contract of an institution of higher education
- an interagency contract of a state agency or an institution of higher education
- a contract related to health and human services if: the value of the contract cannot be determined at the time the contract is executed; and o any qualified vendor is eligible for the contract
- a contract with a publicly traded business entity, including a wholly owned subsidiary of the business entity
- a contract with an electric utility, as that term is defined by Section 31.002, Utilities Code
- a contract with a gas utility, as that term is defined by Section 121.001, Utilities Code

SAMPLE: FORM 1295

CERTIFICATE OF INTERESTED PARTIES — FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY

1 **Name of business entity filing form, and the city, state and country of the business entity's place of business.**

YOUR FIRM NAME HERE

2 **Name of governmental entity or state agency that is a party to the contract for which the form is being filed.**

**JEFFERSON COUNTY, TEXAS*

3 **Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.**

BID/CONTRACT/PO NUMBER GOES HERE

4 Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
		Controlling	Intermediary
NAME OF PERSON/PERSONS THAT OWN BUSINESS GOES HERE. MUST LIST ANY PERSON THAT DOES NOT WORK FOR THE COMPANY LISTED IN #1 THAT WILL PROFIT FROM THE BID/CONTRACT/PO			

5 **Check only if there is NO Interested Party.** ☐ **ONLY CHECK IF NO CONTROLLING OR INTERMEDIARY PARTY**

6 **UNSWORN DECLARATION** Vendor is to complete #6 - Unsworn Declaration

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____ County, State of _____, on the _____ day of _____, 20_____.
(month) (year)

_____
Signature of authorized agent of contracting business entity
(Declarant)

ADD ADDITIONAL PAGES AS NECESSARY

Form provided by Texas Ethics Commission www.ethics.state.tx.us Revised 12/22/2017

Must file online at www.ethics.state.tx.us/File

RESPONDENT: INSERT COMPLETED FORM 1295 BEHIND THIS PAGE.

BIDDER: INSERT PROOF OF SYSTEM FOR AWARD MANAGEMENT (SAM) REGISTRATION PROOF HERE. THE WEBSITE FOR REGISTRATION IS SAM.GOV.

3.10 CONFIDENTIAL/PROPRIETARY INFORMATION.

If any material in the Statement of Qualifications is considered by Respondent to be confidential or proprietary information (including manufacturing and/or design processes exclusive to the Respondent), Respondent **must** clearly mark the applicable pages of Respondent's Statement of Qualifications to indicate each claim of confidentiality. Additionally, Respondent must include a statement on company letterhead identifying all Statement of Qualifications section(s) and page(s) that have been marked as confidential. Jefferson County will protect from public disclosure such portions of a Statement of Qualifications, unless directed otherwise by legal authority, including existing open records acts. Merely making a blanket claim that the entire Statement of Qualifications submission is protected from disclosure because it contains some proprietary information is not acceptable, and will make the entire Statement of Qualifications subject to release under the Texas Public Information Act.

By submitting a Statement of Qualifications, Respondent agrees to reproduction by Jefferson County, without cost or liability, of any copyrighted portions of Respondent's Statement of Qualifications submission or other information submitted by Respondent.

3.11 EVALUATION SCORING CRITERIA FOR RFQ RESPONSES

The appointed Evaluation Committee will consider the following criteria in evaluating responses:

Narrative of Proposed Services/Approach.....25 points

Technical, Administrative, and Fiscal Capacity to Provide Services.....25 points

Past Project Performance and References.....20 points

Past Experience on Similar Projects.....20 points

Firm's Staff Qualifications.....10 points

RESPONDENT INFORMATION FORM

Instructions: Complete the form below. Please provide legible, accurate, and complete contact information. PLEASE PRINT.

RFQ Number & Name: (RFQ 22-047) Contractor Qualifications for Residential Home Elevation for HMA, TWDB and BRIC Disaster Funding Recipients

Respondent's Company/Business Name: _____

Respondent's TAX ID Number: _____

If Applicable: **HUB Vendor No.** _____ **DBE Vendor No.** _____

Contact Person: _____ **Title:** _____

Phone Number (with area code): _____

Alternate Phone Number if available (with area code): _____

Fax Number (with area code): _____

Email Address: _____

Mailing Address (Please provide a physical address for bid bond return, if applicable):

_____
Address

_____
City, State, Zip Code

REQUIRED FORM
Respondent: Please complete this form and include with RFQ submission.

VENDOR REFERENCES FORM

Respondent: Please list at least three (3) companies or governmental agencies (preferably a municipality) where the same or similar products and/or services as contained in this specification package were recently provided.

REQUIRED FORM
Respondent: Please complete this form and include with RFQ submission.

REFERENCE ONE

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ Fax: _____

Email Address: _____ Contract Period: _____

Scope of Work: _____

REFERENCE TWO

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ Fax: _____

Email Address: Contract Period: _____

Scope of Work: _____

REFERENCE THREE

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ Fax: _____

Email Address: Contract Period: _____

Scope of Work: _____

SIGNATURE PAGE

As permitted under Article 4413 (32c) V.A.C.S., other governmental entities may wish to participate under the same terms and conditions contained in this contract (i.e., piggyback). In the event any other entity participates, all purchase orders will be issued directly from and shipped directly to the entity requiring supplies/services. Jefferson County shall not be held responsible for any orders placed, deliveries made or payment for supplies/services ordered by another entity. Each entity reserves the right to determine their participation in this contract.

Would Respondent be willing to allow other governmental entities to piggyback off this contract, if awarded, under the same terms and conditions?.....**Yes** ☐ **No** ☐

This Statement of Qualifications/RFQ Response shall remain in effect for ninety (90) days from RFQ opening and shall be exclusive of federal excise and state and local sales tax (exempt).

The undersigned agrees, if this RFQ response is accepted, to furnish any and all items upon which prices are offered, at the price and upon the terms and conditions contained in the Request for Statements of Qualification, Conditions of RFQ Response, Terms of Contract, and Specifications and all other items made a part of the accepted contract.

The undersigned affirms that they are duly authorized to execute the contract, that this company, corporation, firm, partnership or individual has not prepared this RFQ response in collusion with any other Respondent, and that the contents of this RFQ response as to prices, terms or conditions of said response have not been communicated by the undersigned nor by any employee or agent to any other RFQ Respondent or to any other person(s) engaged in this type of business prior to the official opening of this RFQ. And further, that neither the Respondent nor their employees nor agents have been for the past six (6) months directly nor indirectly concerned in any pool or agreement or combination to control the price of goods or services on, nor to influence any person to respond or not to respond thereon.

RFQ Respondent (Entity Name)	Signature
Street & Mailing Address	Print Name
City, State & Zip	Date Signed
Telephone Number	Fax Number
E-mail Address	

REQUIRED FORM
Respondent: Please complete this form and include with RFQ submission.

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The Contractor, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

_____

Signature of Contractor's Authorized Official

_____

Name and Title of Contractor's Authorized Official *(Please Print)*

_____

Date

REQUIRED FORM
Respondent: Please complete this form and include with RFQ submission.

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether sub-awardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.

2. Identify the status of the covered Federal action.

3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.

4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the sub-awardee, e.g., the first sub-awardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.

5. If the organization filing the report in item 4 checks "Sub-awardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.

6. Enter the name of the federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.

7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.

8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFQ) number; Invitations for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Included prefixes, e.g., "RFQ-DE-90-001."

9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.

10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).

11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503

Approved by OMB
0348-0046

Disclosure of Lobbying Activities

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure)

Type of Federal Action: a. contract ____ b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	**Status of Federal Action:** a. bid/offer/application _____ b. initial award c. post-award	**Report Type:** a. initial filing _____ b. material change

Name and Address of Reporting Entity: ____ Prime _____ Sub-awardee Tier_____, if Known: **Congressional District, if known:**	**If Reporting Entity in No. 4 is Sub-awardee,** Enter Name and Address of Prime: **Congressional District, if known:**
Federal Department/Agency:	**7. Federal Program Name/Description:** CFDA Number, *if applicable*: _____
Federal Action Number, *if known:*	**9. Award Amount,** *if known:* **$**
10. a. Name and Address of Lobbying Registrant *(if individual, last name, first name, MI):*	**b. Individuals Performing Services** *(including address if different from No. 10a)* *(last name, first name, MI):*
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.	**Signature:** _____ **Print Name:** _____ **Title:** _____ **Telephone No.:** _____ **Date:** _____
Federal Use Only	**Authorized for Local Reproduction** **Standard Form - LLL (Rev. 7-97)**

REQUIRED FORM
Respondent: Please complete this form and include with RFQ submission.

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

(A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;

(B) a transaction conducted at a price and subject to terms available to the public; or

(C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

***

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds $2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than $100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

Form provided by Texas Ethics Commission www.ethics.state.tx.us Revised 11/30/2015

CONFLICT OF INTEREST QUESTIONNAIRE

CONFLICT OF INTEREST QUESTIONNAIRE — FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. *See* Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY
Date Received

1 **Name of vendor who has a business relationship with local governmental entity.**

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information in this section is being disclosed.**

_____
Name of Officer

This section (item 3 including subparts A, B, C, & D) must be completed for each officer with whom the vendor has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more?

☐ Yes ☐ No

D. Describe each employment or business and family relationship with the local government officer named in this section.

4

_____ _____
Signature of vendor doing business with the governmental entity Date

Adopted 8/7/2015

REQUIRED FORM
Respondent: Please complete this form and include with RFQ submission.

LOCAL GOVERNMENT OFFICER
CONFLICTS DISCLOSURE STATEMENT – OFFICE USE ONLY

LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT

FORM CIS

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This is the notice to the appropriate local governmental entity that the following local government officer has become aware of facts that require the officer to file this statement in accordance with Chapter 176, Local Government Code.

OFFICE USE ONLY

Date Received

1 **Name of Local Government Officer**

2 **Office Held**

3 **Name of vendor described by Sections 176.001(7) and 176.003(a), Local Government Code**

4 **Description of the nature and extent of employment or other business relationship with vendor named in item 3**

5 **List gifts accepted by the local government officer and any family member, if aggregate value of the gifts accepted from vendor named in item 3 exceeds $100 during the 12-month period described by Section 176.003(a)(2)(B).**

Date Gift Accepted _____ Description of Gift _____

Date Gift Accepted _____ Description of Gift _____

Date Gift Accepted _____ Description of Gift _____

(attach additional forms as necessary)

6 **AFFIDAVIT**

I swear under penalty of perjury that the above statement is true and correct. I acknowledge that the disclosure applies to each family member (as defined by Section 176.001(2), Local Government Code) of this local government officer. I also acknowledge that this statement covers the 12-month period described by Section 176.003(a)(2)(B), Local Government Code.

_____
Signature of Local Government Officer

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20 _____, to certify which, witness my hand and seal of office.

_____
Signature of officer administering oath | Printed name of officer administering oath | Title of officer administering oath

Adopted 8/7/2015

THIS FORM IS FOR OFFICE USE ONLY

RESIDENCE CERTIFICATION/TAX FORM

Pursuant to Texas Government Code §2252.001 *et seq.*, as amended, Jefferson County requests Resident Certification. §2252.001 *et seq.* of the Government Code provides some restrictions on the awarding of governmental contracts; pertinent provisions of §2252.001 are stated below:

(3) "Non-resident RFQ Respondent" refers to a person who is not a resident.

(4) "Resident RFQ Respondent" refers to a person whose principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

☐ I certify that _____ [company name] is a Resident Respondent of Texas as defined in Government Code §2252.001.

☐ I certify that _____ [company name] is a Non-Resident Respondent as defined in Government Code §2252.001 and our principal place of business is _____ _____ (city and state).

Taxpayer Identification Number (T.I.N.):	
Company Name submitting bid/proposal/response:	
Mailing address:	
If you are an individual, list the names and addresses of any partnership of which you are a general partner:	

Property: List all taxable property owned by you or above partnerships in Jefferson County.

Jefferson County Tax Acct. No.*	Property address or location**

* This is the property amount identification number assigned by the Jefferson County Appraisal District.

** For real property, specify the property address or legal description. For business property, specify the address where the property is located. For example, office equipment will normally be at your office, but inventory may be stored as a warehouse or other location.

REQUIRED FORM
Respondent: Please complete this form and include with RFQ submission.

HOUSE BILL 89 VERIFICATION

I, _____, the undersigned representative of (company or business name)_____ (heretofore referred to as company) being an adult over the age of eighteen (18) years of age, after being duly sworn by the undersigned notary, do hereby depose and verify under oath that the company named above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270:

1. Does not boycott Israel currently; and
2. Will not boycott Israel during the term of the contract.

Pursuant to Section 2270.002, Texas Government Code:

1. "**Boycott Israel**" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made ordinary business purposes; and

2. "**Company**" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or an limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business association that exist to make a profit.

_____
Signature of Company Representative

_____
Date

On this _____ day of _____, 20____, personally appeared

_____, the above-named person, who after by me being duly sworn, did swear and confirm that the above is true and correct.

Notary Seal

_____
Notary Signature

_____
Date

REQUIRED FORM
Respondent: Please complete this form and include with RFQ submission.

SENATE BILL 252 CERTIFICATION

On this day, I, Deborah L. Clark, Purchasing Agent for Jefferson County, Texas, pursuant to Texas Government Code, Chapter 2252, Section 2252.152 and Section 2252.153, certify that I did review the website of the Comptroller of the State of Texas concerning the listing of companies that is identified under Section 806.051, Section 807.051, or Section 2253.253 and I have ascertained that the below named company is not contained on said listing of companies which do business with Iran, Sudan, or any Foreign Terrorist Organization.

_____

Company Name

_____

IFB/RFP/RFQ number

Certification check performed by:

_____

Purchasing Representative

_____

Date

REQUIRED FORM
Respondent: Please complete this form and include with RFQ submission.

RESPONDENT'S CERTIFICATION

I have carefully examined the Request for Proposal Specifications, and any other documents accompanying or made a part of this Request for Proposals.

I hereby propose to furnish the goods or services specified in the Request for Proposal. I agree that my proposal will remain firm for a period of up to **90 days** in order to allow Jefferson County adequate time to evaluate the qualifications submitted.

I verify that all information contained in this proposal is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this proposal on behalf of the firm as its act and deed and that the firm is ready, willing and able to perform if awarded the contract.

I further certify, under oath, that this proposal is made without prior understanding, agreement, connection, discussion, or collusion with any other person, firm or corporation submitting a proposal for the same product or service: no officer, employee or agent of Jefferson County or any other Respondent is interested in said proposal: and that the undersigned executed this Respondent's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

_____
NAME OF BUSINESS

BY:

_____
SIGNATURE

_____
NAME & TITLE, TYPED OR PRINTED

_____
MAILING ADDRESS

_____
CITY, STATE, ZIP CODE

(___) _____
TELEPHONE NUMBER

Sworn to and subscribed before me
this _____day of
_____, 2022

_____
Notary Public

State of _____

My Commission Expires: _____

REQUIRED FORM
Respondent: Please complete this form and include with RFQ submission.

JEFFERSON COUNTY PURCHASING DEPARTMENT
Deborah L. Clark, Purchasing Agent

1149 Pearl Street
1st Floor, Beaumont, TX 77701

OFFICE MAIN: (409) 835-8593
FAX: (409) 835-8456

Addendum to RFQ

RFQ NUMBER: RFQ 22-047/MR

RFQ TITLE: Contractor Qualifications for Residential Home Elevations for HMA, TWDB and BRIC Disaster Funding Recipients, Pursuant to Chapter 262, Texas Local Government Code, the County Purchasing Act and 2 CFR Section 200.318-326

RFQ DUE BY: **11:00 am CT, Wednesday, August 31, 2022**

ADDENDUM NO.: 1

ISSUED (DATE): August 23, 2022

To RFQ Respondent: This Addendum is an integral part of the RFQ package under consideration by you as a Respondent in connection with the subject matter herein identified. Jefferson County deems all sealed qualifications to have been proffered in recognition and consideration of the entire RFQ Specifications Package – *including all addenda*. For purposes of clarification, **receipt of this present Addendum by a Respondent should be evidenced by returning it (signed) as part of the Respondent's sealed RFQ response submission.** If the RFQ response submission has already been received by the Jefferson County Purchasing Department, Respondent should return this addendum in a separate sealed envelope, clearly marked with the RFQ Title, RFQ Number, and RFQ Opening Date and Time, as stated above.

Reason for Issuance of this Addendum:
Vendor Questions

The information included herein is hereby incorporated into the documents of this present RFQ matter and supersedes any conflicting documents or portion thereof previously issued.

Receipt of this Addendum is hereby acknowledged by the undersigned Respondent:

ATTEST:

_____
Witness

_____
Witness

Approved by ____ Date: _____

_____
Authorized Signature (Respondent)

_____
Title of Person Signing Above

_____
Typed Name of Business or Individual

_____
Address

JEFFERSON COUNTY PURCHASING DEPARTMENT
Deborah L. Clark, Purchasing Agent

1149 Pearl Street
1st Floor, Beaumont, TX 77701

OFFICE MAIN: (409) 835-8593
FAX: (409) 835-8456

1. Question: Since our submission of a Statement of Qualifications will not include any bids at this time, may we assume no bid bond is required? If a bid bond is required, what amount should be bonded?
   Answer: No bid bond is due upon submission of your response to this Request for Statement of Qualifications. The bid bond will be required within ten (10) days of signing a contract with the County. This Request for Statement of Qualifications will be used to select qualified vendors to engage in contract negotiations for contracts. The bid bond amount will be determined when negotiations have been completed and a contract for the project has been executed.

PROPOSAL AND BID

ACKNOWLEDGEMENT AGREEMENT

THE STATE OF TEXAS §

COUNTY OF JEFFERSON §

This Agreement between JEFFERSON COUNTY, a municipal corporation of Jefferson County, Texas, (hereinafter referred to as "JEFFERSON COUNTY") and ARKITEKTURA DEVELOPMENT, INC., a Texas Domestic For-Profit Corporation (hereinafter referred to as "ARKTEKTURA") is as follows:

WHEREAS, the residents of JEFFERSON COUNTY duly issued a Request for Qualifications in regards to the RFQ 22-047/MR Contractor Qualifications for Residential Home Elevations for HMA, TWDB and BRIC Disaster Funding Recipients and a full copy of such RFQ 22-047/MR is attached as Exhibit A, as clarified by addendum attached as Exhibit B; and

WHEREAS, ARKITEKTURA accepted and undertook the obligations defined by Exhibit A and Exhibit B and submitted a proposal attached as Exhibit C, and

WHEREAS, JEFFERSON COUNTY and ARKITEKTURA desire to initiate the services defined by Exhibit A, B, and C, generally described as home elevation services:

WHEREAS, the Purchasing Department of JEFFERSON COUNTY accepted ARKITEKTURA'S proposal as a binding agreement through formal County action on _____, 2022:

WHEREAS, ARKITEKTURA acknowledges that its services are specifically limited and defined by the various Texas and Federal grants providing funding for this project, such as the Hazard Mitigation Grant Program, Texas Water Development Board, and Building Resilient Infrastructure and Communities.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENT:

ARKITEKTURA hereby fully acknowledges the obligations defined in Exhibits A, B and C as fully binding including all indemnity, insurance, and related grant program requirements as a fully binding contractual obligation.

No part of the Acknowledgement shall prevent the parties from executing additional documents or amending, clarifying or modifying the parties' agreement. Any such modification shall only be binding on the parties if signed by authorized representatives.

EXECUTED IN TRIPLICATE ORIGINALS, this _____ day of _____, 2022, Jefferson County acting herein by and through its County Judge Jeff Branick hereunto duly authorized, and Arkitektura Development, Inc. acting herein by and through its Owner, Phillip Contreras, hereunto duly authorized.

ATTEST:

Laurie Leister

Jefferson County, Texas

By: _____
Jeff Branick, County Judge
Jefferson County, Texas

COMMISSIONERS COURT JEFFERSON COUNTY, TEXAS

ATTEST:

Alexa Scott

Arkitektura Development, Inc.

By: _____
Phillip Contreras, President
Arkitektura Development, Inc.

ARKITEKTURA
DEVELOPMENT, INC.

Phillip Contreras
President
Arkitektura Development Inc.
236 Ibis St
Webster, Texas 77598
281-957-9192
pc@arkdevinc.com

November 14, 2022

Mistey Reeves
Jefferson County Assistant Purchasing Agent
1149 Pearl Street
Beaumont, Texas 77701
409-835-8693
mistey.reeves@jeffcotx.us

Dear Ms. Reeves,

As request for pricing is as follows:

Low lifts (2'-5.5') range from $65 per sf to $84 per sf.
High lifts (5.6'-10') range from $85 per sf to $120 per sf.

Sincerely,

Phillip Contreras

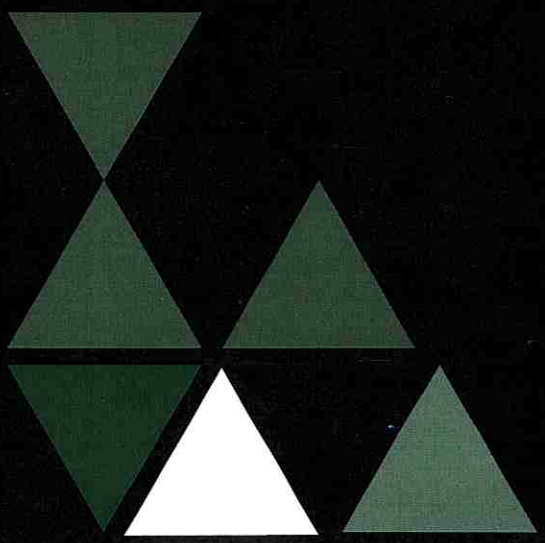
ARKITEKTURA
DEVELOPMENT, INC.

Contractor Qualifications for Residential Home Elevations for HMA, TWDB and BRIC Disaster Funding Recipients, Pursuant to Chapter 262, Texas Local Government Code, the County Purchasing Act and 2 CFR Section 200.318-326

RFQ 22-047/MR

AUGUST 31, 2022

JEFFERSON COUNTY PURCHASING
DEPARTMENT
1149 PEARL STREET, 1ST FLOOR
BEAUMONT, TEXAS 77701



ARK
DEV
INC

ARKITEKTURA
DEVELOPMENT, INC.

Letter of Interest

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ARKITEKTURA DEVELOPMENT, INC.

Letter of Interest

August 31, 2022

Jefferson County Purchasing Department
1149 Pearl Street, 1st Floor
Beaumont, Texas 77701

CONTRACTOR QUALIFICATIONS for RESIDENTIAL HOME ELEVATIONS FOR HMA, TWDB and BRIC DISASTER FUNDING RECIPIENTS, PURSUANT TO CHAPTER 262, TEXAS LOCAL GOVERNMENT CODE, the COUNTY PURCHASING ACT and 2 CFR SECTION 200.318-326

Transmitted herewith are one (1) original and (5) copies of our response to the Jefferson County Residential Home Elevations Request for Qualification (RFQ) 22-047/MR. Arkitektura Development Inc. has assembled a highly qualified team of professionals with expertise for the Elevation of residential homes. Our Team has participated in a multitude of FEMA related grants for cities and counties throughout Texas and Florida for the past 13 years, both in home elevation and construction.

Arkitektura Development Inc. is fully committed and available to provide the services set forth and outlined in the Jefferson County Residential Home Elevation Request for Qualification RFQ 22-047/MR within the stated time period. We deliver all core elevation services with in-house expertise, company owned equipment and resources. The team at Arkitektura Development comprises unrivaled experience, capabilities, and the capacity to complete elevation projects on a consistent basis for multiple counties at any given time. Since the inception of our firm, our core principles remain the same for each new project we undertake: to provide an unparalleled level of service to each customer - a quality product, on time and within budget. Recognizing that each customer and site is unique, requires a distinctive design and building solution for a creative response based on the project requirements where quality and durability are unequivocal.

As indicated throughout this submission, you'll find that our experience, professionalism, and commitment to quality is second to none. Based on our consistent and successful grant home elevation project performance over the past several years, Arkitektura Development Inc. is prepared and fully staffed to provide the services set forth in: Jefferson County Residential Home Elevation Request for Qualification (RFQ) 22-047/MR.

On behalf of the team of Arkitektura Development, we appreciate your consideration to work with you to achieve your goals. We value this opportunity to share with you our statement of qualifications and our commitment to serve Jefferson County.

All pages 1 - 58 contained herein the: Jefferson County Residential Home Elevation Request for Qualification (RFQ) 22-047/MR submitted by Arkitektura Development Inc. are considered the proprietary and confidential information/property and trade secrets of Arkitektura Development Inc. and may not be copied, reproduced, or distributed without prior written knowledge.

Sincerely,

Phillip Contreras, President
Arkitektura Development, Inc.
236 Ibis Street
Webster, Texas 77598

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ARKITEKTURA DEVELOPMENT, INC.

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ARKITEKTURA DEVELOPMENT, INC.

Technical Approach

Firm Understanding of the Scope of Work

The team at Arkitektura Development approaches all project the same, always involving the client first while maintaining our trademark level of excellence. The Elevation process that we undertake has been developed and revised based on a combination of best practices and lessons learned and perfected during actual grant construction, always with a focus on the most effective outcome for the homeowner, city and grant administration. Our long-standing team of employees have worked and corroborated on multiple projects for the past 12 together with a clear understanding of the elevation processes applicable to residential structures. From planning and design to project implementation, Phillip Contreras, owner of Arkitektura Development is personally involved in all aspects of the work and closely manages his team to efficiently provide a first-rate product while providing homeowner support along the way. While Arkitektura has developed a process and a general format, we adapt to meet the needs of the community and the grant scope of work in its entirety.

Arkitektura Development has a clear understanding of the scope of work outlined in the Jefferson County RFQ. For the last 20 years the main focus of our company is home elevation, both new construction and reconstruction, as well as demolition. Arkitektura Development can deliver the complete home elevation utilizing in-house staff and sub-contractors, from demolition to the elevated foundation to the construction of new decks and skirting. This is due in large part to our focus on communication and homeowner/client services, in addition to technical skills and a deep understanding of FEMA and State requirements, included in each grant's specific Scope of Work.

The company has worked extensively for State, County and City grant programs for the last 10 years. Our team has a clear understanding of Federal requirements. We have participated in multiple grants in various jurisdictions completing projects on time, in budget and within all grant guidelines. Our team understands the overall goal of providing the structurally sound elevation projects to the recipients. Because we have completed multiple elevation projects, our goal is to implement the Scope of Work working within all the parameters of the grant. From the elevated foundation to the final finished product, our company has the resources, experience and knowledge to complete the entire project using the outlined construction guidelines and build the project to the exact criterion that each project entails.

Arkitektura Development has the manpower, coupled with sub-contractors to perform services at multiple project sites located within Jefferson County at a given time. The company owns and operates a 24 jack - Unified Hydraulic Lifting machine, so all lifting operations are done with in house employees and company equipment. The company employs several full-time superintendents that are under the management of the Head of Construction. The Head of Construction oversees all projects, delineating

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tasks to each superintendent. Each superintendent will be assigned specific projects which they will oversee to completion. Our team members have been extensively trained and are ready to undertake multiple projects at a moment's notice. During the Hurricane Harvey event that took place in August of 2017, our team superintendents became proficient in handling over 10 site projects each. The company successfully completed over a record 95 home elevation projects throughout Harris and Galveston County alone from during 2017, 2018 and 2019. We are fully staffed and equipped with construction accounts, suppliers, materials and equipment to handle ANY amount of home elevation projects should the need arise. This force of manpower coupled with construction knowledge, experience and available building materials enables our team to fully execute the skill necessary to undertake a project of this magnitude.

To illustrate our complete understanding of the Scope of Services set forth in this RFQ, the company has completed over 350 home elevation projects for federally funded grants throughout the State of Texas and Florida on time and in-budget. Our team has the proven ability to comply with all the Federal requirements. Arkitektura Development Inc. is the leading home elevation company in the State of Texas, completing more home elevations for federally funded grants and private homeowners than any other home elevation company in the State of Texas, as well as the longest and most extensive history of participation in home elevation grants.

Grant Experience / Participation

2022 City of Bevil Oaks Home Elevation Grant	**2021 – ongoing**
2022 City of Taylor Lake Village - Elevation Grant	**2022 - ongoing**
2022 Jersey Village FMA Program Home Elevation Grant	**2022 – ongoing**
2020 Brazoria County Home Elevation Grant	**2021 – ongoing**
2021 Galveston County Flood Mitigation Assistance Program	**2022-ongoing**
2015 FMA Elevation Grant – Galveston/Alternates	**2022-ongoing**
2018 – 2019 Nassau Bay FMA Program Home Elevation	**2022 – ongoing**
2015 City of Houston HMGP Elevation Grant Program	**2019 – 2021**
2019 City of Teague Home Elevation Program	**2019-2020**
2019 Jersey Village FMA Program Home Elevation Grant	**2019 – 2020**
Galveston County Flood Mitigation Assistance Program	**2018 – 2020**

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TDEM Fort Bend County Elevation Projects	**2018 – 2019**
SRIA FMA Mitigation Elevation/Reconstruction	**2017 – 2019**
2016 FMA Home Elevation Grant Program – City of Houston	**2018 – 2021**
2016 Nassau Bay FMA Home Elevation Grant Program	**2017 – 2019**
Guadalupe County FMA Home Elevation Grant Program	**2016 – 2019**
League City FMA Home Elevation Grant Program	**2105 – 2017**
SRIA FMA Mitigation Elevation/Reconstruction	**2014 – 2016**
2015 Nassau Bay FMA Home Elevation Grant Program	**2014 – 2016**
Galveston County Home Elevations	**2013 - 2016**

Work To Be Performed and How It Would Be Performed

Our methodology to perform the home elevation services in this RFQ is outlined in the following steps:

1. The process of elevating a structure will be dependent on location, regulations, homeowner needs and the existing structure. Our team's experience with over 1000 separate projects, paired with a structural engineering design will determine the best way to achieve the desired end goal.
2. The Team will begin by collecting data that will influence the design for the existing structure. Key elements of the data include Surveys, Elevation Certificates, photos and measurements of the home. These documents will form the criteria of the required design. Once we have established how the structure needs to be mitigated, we will meet with the homeowner to begin work on the three dimensional design. We find it important for the homeowner to understand the design that fits best within the grant guidelines and the homeowner's budget. During this phase, grant eligible extras will need to be confirmed.
3. When the design is complete, the team is able to set a clear scope of work. This scope of work is the template to build a bid from. The completed bids will be sent to the grant administration for review. At this point the homeowners select their choice of contractor followed by contract signing.
4. After the NTP has been issued, permitting will take place. Structural engineers will create construction documents that illustrate and specify how the new foundation will be installed under the elevated structure. Once all of the permit documents are complete, they will be submitted to the city or county for review.
5. Once the permit has been issued, the project can move into the construction phase. The first step of any project will be site prep which includes fencing, portable

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restrooms, vegetation removal and utility markings. When the site is fully prepped the crews will begin digging at the perimeter of the home, pushing PSI segmented concrete piles that use the weight of the structure to be pushed to refusal.

6. As the piles get pushed, they will be pinned together until the entire house has piles pushed under the foundation. After the piles are complete, any existing bell bottom piers will be broken away from the existing foundation. Any portion of the foundation that is not going to be elevated, will be separated from the main structure.
7. Once the structure is separated from its surroundings, a head block is added to the top of the pushed piles. The home is now ready to be elevated to the new height. The elevation team will set unified hydraulic jacks on top of every other pushed pile. These jacks are all controlled in a unified manner making it the safest and fastest method of lifting. The structure will then be elevated in increments of 8 inches at a time. After each increment, the jacks will be reset and shimmed off for safety.
8. When the home is lifted to the correct height, all of the jacks will be removed and the structure will be supported on the pushed piles. At this time a new grade beam will be added to create additional lateral stability. It also serves to distribute the individual loads of the piles into an average of all of the piles. This system ensures that there will be no future settling or cracking in the structure. The grade beam also serves the purpose of supports the exterior skirt wall where applicable.
9. When the grade beam is being poured, rebar will be imbedded within the concrete to tie the future column supports to the grade beam. At this time the utilities can also be reconnected. The new plumbing and electrical will be moved above the Base Flood Elevation (BFE).
10. After the grade beams have been cured, new larger support columns will be added. The large support columns that we use are 16" X 16" with a void in the middle that allows concrete and rebar to be cast inside. The large columns will work in tandem with the pushed piles on the lower lifts and they will be support on the higher lifts. The spacing and frequency of the columns will be dependent on the engineering assessment of the existing slab.
11. When the engineer assesses the slab, they will also be looking for areas that require steel beams. In areas where additions to the house have been made or plumbing work was completed, reinforced steel will need to be added. This steel helps to distribute the live load and dead loads back down to the columns and further into the foundation. Some structures will require very little steel and others will require significant amounts depending on the existing conditions.
12. Once the beams are installed there will be voids between the top of the beams and the bottom of the elevated slab. These voids are caused by the irregularities of the existing slab when it was poured. This void will be shimmed and grouted to achieve more uniform distribution of load down onto the beam.
13. Structural skirt wall and breakaway skirt wall installed out of CMU material that is cored with concrete to add support and lateral strength. This wall can also be made out of split-face CMU with added color and texture. For additional aesthetics, homeowner can clad the CMU with brick, stone or stucco.
14. When the home is elevated high enough to have usable space below the structure, we can incorporate a new slab into the project to increase lateral stability. The slab

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will bear on the new grade beams and increase the usability of the space. The space can be used for storage, access and parking area under the habitable space.

15. While the skirt wall is being built and the slab is being poured the new means of egress will need to be added.
16. Upon completion of all structural items, flatwork and landscape will be restored.

The respondent's knowledge and expertise in home elevation has helped establish the company as a leading structural elevation company for governmental entities across the State of Texas. Highly esteemed by grant administration, Arkitektura Development, with the team led by Phillip Contreras, has completed over 350 elevation projects to date for Federal, State and County flood mitigation programs throughout Texas and Florida.

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ARKITEKTURA DEVELOPMENT, INC.

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ARKITEKTURA DEVELOPMENT, INC.

Firm Experience and References

Arkitektura Development stands alone as a company in its ability to perform flood mitigation construction services for multiple counties and municipalities in the number of programs we have been involved in. The team, as a collective whole, brings 50 plus years of experience in federal and state government funded grant including Severe Repetitive Loss (SRL), Hazard Mitigation Assistance (HMA) and Flood Mitigation Assistance (FMA) programs. Our team has extensive knowledge of the regulations associated with all of the federal disaster programs from the bidding process to the final Certificate of Completion. The staff is highly trained and efficient in the record keeping and documentation necessary to organize and provide accurate accounting of all aspects of each construction project. Knowledge of the components of each module of the grant phases is necessary to streamline the construction process and to be able to provide a timely completion of each project as outlined. Arkitektura has a proven ability to complete each phase with ease and a smooth transition in an effort to simultaneously perform in multiple cities at the same time with all levels of the labor force concurrently operating as a whole. All of the projects listed in the RFQ exemplify a unified team relationship between contractors and sub-contractors in the overall culmination of the completed, successful and budget allocations allowed for each contracted county assignment. Arkitektura Development, Inc. is capable of having up to 30 housing units under construction at any point in time. Our company has a $10,000,000.00 bonding capacity which can be expanded to meet the needs of any grant module of work.

Arkitektura Development Inc. is a mitigation construction/re-construction, home elevation, architectural and interior design company incorporated in the State of Texas in 2010. As a company, we have provided construction, reconstruction and elevation services for the implementation of SRL projects in Harris County, Bellaire, Galveston County, League City, Nassau Bay, Meyerland, City of Teague, Jersey Village, Fort Bend County, Escambia County, the City of Houston, and Guadalupe County as a participant in these Programs. Outside of grant funded projects, our team has masterfully completed reconstruction and elevation projects in cities and counties throughout Texas, Louisiana and Florida. Arkitektura Development Inc. has successfully completed over 475 new construction, re-construction, rehabilitation and structural elevation projects to date. We have utilized the professional engineering services of Aran and Franklin since the start of our company and will continue our long-standing relationship with them for all future projects. Our staff of architects and designers combined with extensive construction project management expertise, positions Arkitektura Development as the turnkey provider of compressive home building services for the implementation of SRL projects for local, state and federal entities. Together our team has over 50 years of residential reconstruction/construction and project management experience enabling our company to work in a team capacity with the owner and user groups to complete the projects identified in this RFQ. Additionally, our capability to finance, insure and bond is impeccable. As indicated herein, Arkitektura Development Inc. has a proven and documented history in the successful completion of federal, county and city projects.

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Following Hurricane Harvey in September of 2017, the company elevated 85 homes in the greater Houston area for homeowners outside of an elevation grant. A very large percentage of these homes required additional remodeling and extensive finish work to the exterior of the home. In additional to the workload for private clients, Arkitektura Development elevated over 70% of the entire City of Houston Home Elevation grant.

Arkitektura Development is one of the State of Texas's most knowledgeable and experienced grant awarded construction and elevation companies with direct implementation experience of over 475 individual flood prone properties. The team brings strong and extensively experienced CDBG/FEMA/TWDB/FMA funded project capabilities, from engineering to project management and from implementation to closeout. The team brings an experienced labor force in both construction trades and suppliers, whom have held long standing trustworthy working relationships to ensure the quickest and most efficient completion at each level of construction, ensuring team cohesion.

The main focus of our company is residential home structural elevation. Arkitektura can deliver the total housing package from the ground-up. This is due in a large part to our focus on communication and Homeowner/client service, in addition to technical skills and a deep understanding of FEMA and State of Texas requirements.

The following governmental agencies are included in our portfolio of work:
Community Development Block Grant
Federal Emergency Management Agency Hazard Mitigation Program
Hazard Mitigation Grant Program
Texas Water Development Board
Flood Mitigation Assistance & Severe Repetitive Loss Program
Texas Department of Emergency Management

Arkitektura Development combines a total of over 50 years of experience throughout the staff. Phillip Contreras, owner, has worked his entire adult life in the construction industry, with a beginning in architecture and design, evolving into residential construction, reconstruction and has now broadened the company portfolio into home elevation and demolition. Lauded by both grant administration and county officials, Arkitektura Development, under the leadership of Phillip Contreras, continues its reputation as a leading construction industry partner in both home re-construction, rehabilitation and home elevation.

We have the experience, honest track record and are financially stable with the bonding capacity to handle several elevation projects at any given time. Construction tradesmen, deadlines, quality of materials and workmanship construe an important factor in determining the final finished product. Arkitektura Development Inc. is qualified and committed to participate in the Jefferson County Residential Home Elevation Grant.

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ARKITEKTURA DEVELOPMENT, INC.

Arkitektura Development, Inc. Home Elevation Experience and Specific Projects Completed in the State of Texas

Smith Residence – Reconstruction/Elevation
7350 River Bend Drive, Beaumont, TX 77713 – 2/17/2022
Bevil Oaks Home Elevation Grant Program

CMD Construction LLC Residence – Reconstruction/Elevation
7765 River Road, Beaumont, TX 77713 – 2/17/2022
Bevil Oaks Home Elevation Grant Program

Shirley Residence – Reconstruction/Elevation
13695 Thousand Oaks Drive, Beaumont, TX 77713 – 2/17/2022
Bevil Oaks Home Elevation Grant Program

Munden Residence – Reconstruction/Elevation
13235 River Oaks Blvd., Beaumont, TX 77713 – 2/17/2022
Bevil Oaks Home Elevation Grant Program

Fisher Residence – Reconstruction/Elevation
13695 Rolling Hills Drive, Beaumont, TX 77713 – 2/17/2022
Bevil Oaks Home Elevation Grant Program

Jones Residence – Reconstruction/Elevation
13325 Capital Drive, Beaumont, TX 77713 – 2/15/2022
Bevil Oaks Home Elevation Grant Program

Tyus Residence – Reconstruction/Elevation
13670 Rolling Hills Drive, Beaumont, TX 77713 – 2/15/2022
Bevil Oaks Home Elevation Grant Program

Magan Residence – Reconstruction/Elevation
18650 Martinique Drive, Houston, TX 77058 – 1/7/2022
Nassau Bay Home Elevation Grant Program

Whatley Residence – Reconstruction/Elevation
18603 Point Lookout Drive, Houston, TX 77058 – 12/6/2021
Nassau Bay Home Elevation Grant Program

Dollar Residence – Reconstruction/Elevation
18607 Point Lookout Drive, Houston, TX 77058 – 11/30/2021
Nassau Bay Home Elevation Grant Program

Mohsen Residence – Reconstruction/Elevation
18735 Martinique Drive, Houston, TX 77058 – 11/30/2021
Nassau Bay Home Elevation Grant Program

Zamarron Residence – Reconstruction/Elevation
18234 Nassau Bay Drive, Houston, TX 77058 – 11/30/2021
Nassau Bay Home Elevation Grant Program

Timmons Residence – Reconstruction/Elevation
14016 Craigen Road, Beaumont, TX 77705 – 11/29/2021
Private Residential Services

Decatur Residence – Reconstruction/Elevation
18638 Upper Bay Road, Houston, TX 77058 – 11/26/2021
Nassau Bay Home Elevation Grant Program

Ballance Residence – Reconstruction/Elevation
114 Sandy Cove, Houston, TX 77058 – 11/24/2021
Nassau Bay Home Elevation Grant Program

Minter Residence – Reconstruction/Elevation
18626 Martinique Drive, Houston, TX 77058 – 11/23/2021
Brazoria County Home Elevation Grant Program

Freeman Residence – Reconstruction/Elevation
18611 Point Lookout Drive, Houston, TX 77058 – 11/22/2021
Brazoria County Home Elevation Grant Program

Handley Residence – Reconstruction/Elevation
18510 Prince William, Houston, TX 77058 – 11/15/2021
Brazoria County Home Elevation Grant Program

Raines Residence – Reconstruction/Elevation
18634 Martinique Drive, Houston, TX 77058 – 11/12/2021
Brazoria County Home Elevation Grant Program

Perez Residence – Reconstruction/Elevation
201 Buffalo Trail, Lake Jackson, TX 77566 – 8/26/2021
Brazoria County Home Elevation Grant Program

Pelton Residence – Reconstruction/Elevation
3126 County Road 237, Alvin, TX 77511 – 8/25/2021
Brazoria County Home Elevation Grant Program

Divine Residence – Reconstruction/Elevation
1550 Quarter Horse Trail, Angleton, TX 77515 – 8/25/2021
Brazoria County Home Elevation Grant Program

Marroquin Residence – Reconstruction/Elevation
1227 County Road 687 , Angleton, TX 77515 – 8/25/2021
Brazoria County Home Elevation Grant Program

Rouly Residence – Reconstruction/Elevation
310 County Road 893B, Angleton, TX 77515 – 8/25/2021
Brazoria County Home Elevation Grant Program

Garcia Residence – Reconstruction/Elevation
418 Rancho Chico Trail, Angleton, TX 77515 – 8/23/2021
Brazoria County Home Elevation Grant Program

Onken Residence – Reconstruction/Elevation
16925 Ranch Rd (CR 528) , Rosharon, TX 77583 – 8/21/2021
Brazoria County Home Elevation Grant Program

Buswell Residence – Reconstruction/Elevation
360 Wagon Wheel Trail, Angleton, TX 77515 – 8/20/2021
Brazoria County Home Elevation Grant Program

Ferrell Residence – Reconstruction/Elevation
354 Wagon Wheel Trail, Angleton, TX 77515 – 8/20/2021
Brazoria County Home Elevation Grant Program

Velasquez Residence – Reconstruction/Elevation
3101 County Road 345, Brazoria, TX 77422 – 8/13/2021
Brazoria County Home Elevation Grant Program

Bernal Residence – New Construction
9707 Burdine Street, Houston, TX 77096 – 7/9/2021
Private Residential Services

Crommett Residence – Reconstruction/Elevation
13285 River Oaks Blvd., Beaumont, TX 77713 – 7/3/2021
Bevil Oaks Home Elevation Grant Program

Sen Residence – New Construction/Elevation
4027 Grennoch Lane, Houston, TX 77096 – 6/25/2021
Private Residential Services

Tannich Residence – New Construction/Elevation
10034 Briar Drive, Houston, TX 77096 – 6/21/2021
Private Residential Services

Lawrence Residence – Reconstruction/Elevation
1306 Antigua Lane, Nassau Bay, TX 77058 – 6/16/2021
2016 Nassau Bay Home Elevation Grant Program

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ARKITEKTURA DEVELOPMENT, INC.

Arkitektura Development, Inc. Home Elevation Experience and Specific Projects Completed in the State of Texas

McQuade Residence – Reconstruction/Elevation
15219 Bogan Road, Beaumont, TX 77713 – 10/1/2019
Private Residential Services

Weaver Residence – Reconstruction/Elevation
3901 Pine Manor Lane, Dickinson, TX 77539 – 9/23/2019
Galveston County FMA Program

Young Residence – Reconstruction/Elevation
3707 Bayou Circle, Dickinson, TX 77539 – 9/23/2019
Galveston County FMA Program

Rossitto Residence – Reconstruction/Elevation
4903 Dumfries Drive, Houston, TX 77096 – 9/27/2019
Private Residential Services

Ernest Residence – Reconstruction/Elevation
9322 Lugary Drive, Houston, TX 77074 – 9/26/2019
City of Houston 2016 FMA Home Elevation Grant Program

Lozano Residence – Reconstruction/Elevation
15706 Juneau Lane, Jersey Village, TX 77040 – 8/31/2019
City of Jersey Village FMA Program Home Elevation Services

Tharp Residence – Reconstruction/Elevation
15813 Jersey Drive, Jersey Village, TX 77040 – 8/30/2019
City of Jersey Village FMA Program Home Elevation Services

Woods Residence – Reconstruction/Elevation
15805 Jersey Drive, Jersey Village, TX 77040 – 8/30/2019
City of Jersey Village FMA Program Home Elevation Services

Staggs Residence – Reconstruction/Elevation
15622 Jersey Drive, Jersey Village, TX 77040 – 8/28/2019
City of Jersey Village FMA Program Home Elevation Services

Salyer Residence – Reconstruction/Elevation
5522 Tranquil Trace Street, Algoa, TX 77511 – 8/26/2019
Galveston County FMA Program

Margiolos Residence – Reconstruction/Elevation
1533 John Street, San Leon 77539 – 8/26/2019
Galveston County FMA Program

Jacobs Residence – Reconstruction/Elevation
5006 N. Braeswood Blvd., Houston, TX 77096 – 8/21/19
Private Residential Services

Ford Residence – Reconstruction/Elevation
1923 Abilene Street, League City, TX 77573 – 7/1/2019
Galveston County FMA Program

Buss Residence – Reconstruction/Elevation
94 Bayou Vista Drive, Hitchcock, TX 77563 – 6/17/2019
Galveston County FMA Program

Barragy Residence – Reconstruction/Elevation
7515 Wanda Lane, Houston, TX 77074 – 5/28/2019
City of Houston 2016 FMA Home Elevation Grant Program

Sasson Residence – Reconstruction/Elevation
4318 Breakwood Drive, Houston, TX 77096 – 4/22/2019
City of Houston 2015 FMA Home Elevation Grant Program

Thomas Residence – Reconstruction/Elevation
4411 Breakwood Drive, Houston, TX 77096 – 3/19/2019
City of Houston 2015 FMA Home Elevation Grant Program

Schneider Residence – Reconstruction/Elevation
14239 Kellywood Lane, Houston, TX 77079 – 3/15/2019
City of Houston 2016 FMA Home Elevation Grant Program

Rouse Residence – Reconstruction/Elevation
4419 Breakwood Drive, Houston, TX 77096 – 3/13/2019
City of Houston 2015 FMA Home Elevation Grant Program

Saporito Residence – Reconstruction/Elevation
5441 Judalon Lane, Houston, TX 77056 – 1/22/2019
City of Houston 2016 FMA Home Elevation Grant Program

Bernal Residence – Reconstruction/Elevation
9707 Burdine Street, Houston, TX 77096 – 12/20/2018
City of Houston 2016 FMA Home Elevation Grant Program

Hill Residence – Reconstruction/Elevation
5210 Caversham Drive – 11/6/2018
Private Residential Services

Khan Residence – Reconstruction/Elevation
4918 Dumfries Drive, Houston, TX 77096 – 7/17/2018
Private Residential Services

Johnson Residence – Reconstruction/Elevation
4906 Cheena Drive, Houston, TX 77096 – 7/9/2018
Private Residential Services

Tobias Residence – Reconstruction/Elevation
661 Monticello Street, Seguin, TX 78155 – 6/25/2018
Guadalupe County FMA Home Elevation Program

Katzenellenbogen Residence – Reconstruction/Elevation
4951 Braesheather Dr., Houston, TX 77096 – 6/14/2018
City of Houston 2015 FMA Home Elevation Grant Program

Godugu Residence – Reconstruction/Elevation
5503 S. Braeswood Blvd., Houston, TX 77096 – 6/14/2018
City of Houston 2015 FMA Home Elevation Grant Program

Eichhorn Residence – Reconstruction/Elevation
9710 Cliffwood Drive, Houston, TX, 77096 – 6/14/2018
City of Houston 2015 FMA Home Elevation Grant Program

Kajs Residence – Reconstruction/Elevation
4935 Heatherglen Drive, Houston, TX 77096 – 6/6/2018
City of Houston 2015 FMA Home Elevation Grant Program

Cin Residence – Reconstruction/Elevation
9703 Oasis Drive, Houston, TX, 77096 – 6/6/2018
City of Houston 2015 FMA Home Elevation Grant Program

Sickler Residence – Reconstruction/Elevation
18715 Point Lookout Drive, Nassau Bay, TX 77058 – 5/4/2018
2014 Nassau Bay Home Elevation Grant Program

Bond Residence – Reconstruction/Elevation
1303 Antigua Lane, Houston, TX 77058 – 5/18/18
2015 Nassau Bay Home Elevation Grant Program

Feldman Residence – Reconstruction/Elevation
5339 Paisley Street, Houston, TX 77096 – 4/30/2018
Private Residential Services

Zizinia Residence – Reconstruction/Elevation
5122 Loch Lomond, Houston, TX 77096 – 4/30/2018
Private Residential Services

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ARKITEKTURA DEVELOPMENT, INC.

Arkitektura Development, Inc. Home Elevation Experience and Specific Projects Completed in the State of Texas

Nims Residence – Reconstruction/Elevation
2406 Baycrest Drive, Nassau Bay, TX 77058 – 5/25/2021
2016 Nassau Bay Home Elevation Grant Program

Esparza Residence – Reconstruction/Elevation
5823 Reamer Street, Houston, TX 77096 – 4/23/2021
City of Houston 2016 FMA Home Elevation Grant Program

Martinez Residence – Reconstruction/Elevation
7930 Pin Oak Road, Alvin, TX 77511 – 4/19/2021
Brazoria County Home Elevation Grant Program

Castro Residence – Reconstruction/Elevation
7550 Village Lane, Beaumont, TX 77713 – 2/23/21
Bevil Oaks Home Elevation Grant Program

Ahlquist Residence – Reconstruction/Elevation
119 Otter Trail, Lake Jackson, TX 77566 – 2/22/21
Brazoria County Home Elevation Grant Program

Thrash Residence – Reconstruction/Elevation
18316 Pine Street, Rosharon, TX 77583 – 2/12/21
Brazoria County Home Elevation Grant Program

Vega Residence – Reconstruction/Elevation
2106 Mustang Lane, Rosharon, TX 77583 – 2/8/2021
Brazoria County Home Elevation Grant Program

Cerna Residence – Reconstruction/Elevation
268 Fawn Trail, Lake Jackson, TX 77566 – 2/8/2021
Brazoria County Home Elevation Grant Program

McGaughey Residence – Reconstruction/Elevation
315 Rabbit Trail, Lake Jackson, TX 77566 – 2/8/2021
Brazoria County Home Elevation Grant Program

De La Torre Residence – Reconstruction/Elevation
7695 River Bend Drive, Beaumont, TX 77713 – 2/4/2021
Bevil Oaks Home Elevation Grant Program

Miles Residence – Reconstruction/Elevation
7465 Village Lane, Beaumont, TX 77713 – 2/3/2021
Bevil Oaks Home Elevation Grant Program

Snoek Residence – Reconstruction/Elevation
13400 River Oaks Blvd., Beaumont, TX 77713 – 2/2/2021
Bevil Oaks Home Elevation Grant Program

Emmons (Garage Apt.) Residence – Reconstruction/Elevation
7390 River Bend Drive, Beaumont, TX 77713 – 2/1/2021
Bevil Oaks Home Elevation Grant Program

Emmons (Main House) Residence – Reconstruction/Elevation
7390 River Bend Drive, Beaumont, TX 77713 – 2/1/2021
Bevil Oaks Home Elevation Grant Program

Hulon Residence – Reconstruction/Elevation
13255 Saddlewood Court, Beaumont, TX 77713 – 1/31/2021
Bevil Oaks Home Elevation Grant Program

Patel Residence – Reconstruction/Elevation
9410 Cadman, Houston, TX 77096 – 12/28/2020
City of Houston 2015 FMA Home Elevation Grant Program

Gaffigan Residence – Reconstruction/Elevation
18619 Upper Bay Road, Nassau Bay, TX 77058 – 12/16/2020
2016 Nassau Bay Home Elevation Grant Program

Bormaster Residence – Reconstruction/Elevation
9403 Millbury Drive, Houston, TX 77096 – 5/4/2020
City of Houston 2016 FMA Home Elevation Grant Program

Joseph Residence – Reconstruction/Elevation
3805 S. Braeswood Blvd., Houston, TX 77096 – 4/15/2020
City of Houston 2016 FMA Home Elevation Grant Program

Lee Residence – Reconstruction/Elevation
153 Surf Court, Nassau Bay, TX 77058 – 4/10/2020
2016 Nassau Bay Home Elevation Grant Program

Radford Residence – Reconstruction/Elevation
2019 Port Royal Drive, Nassau Bay, TX 77058 – 4/9/2020
2016 Nassau Bay Home Elevation Grant Program

Yip Residence – Reconstruction/Elevation
9703 Kit Street, Houston, TX 77096 – 4/6/2020
2016 Nassau Bay Home Elevation Grant Program

Krohn Residence – Reconstruction/Elevation
4710 N. Braeswood Blvd., Houston, TX 77096 – 4/17/2020
2015 Nassau Bay Home Elevation Grant Program

Daughtery Residence – Reconstruction/Elevation
5110 Braesheather Drive, Houston, TX 77096 – 3/30/2020
2015 Nassau Bay Home Elevation Grant Program

Harari Residence – Reconstruction/Elevation
4710 Braesvalley Drive, Houston, TX 77096 – 3/12/2020
2016 Nassau Bay Home Elevation Grant Program

Sims Residence – Reconstruction/Elevation
28 Mimosa Lane, Teague, TX 75860 – 3/2/2020
City of Teague FMA Home Elevation Grant Program

Stansell Residence – Reconstruction/Elevation
15702 Juneau Lane, Jersey Village, TX 77040 – 1/5/2020
City of Jersey Village FMA Program Home Elevation Services

Harmouche Residence – Reconstruction/Elevation
9411 Cranleigh Court, Houston, TX 77096 – 12/10/2019
2016 Nassau Bay Home Elevation Grant Program

Gilbert Residence – Reconstruction/Elevation
7126 Pine Street, Hitchcock, TX 77563 – 11/18/2019
Galveston County FMA Program

Watson Residence – Reconstruction/Elevation
2006 Keystone, Port Bolivar, TX 77650 – 11/18/2019
Galveston County FMA Program

Hensarling Residence – Reconstruction/Elevation
810 91st Street, Galveston, TX 77554 – 11/18/2019
Galveston County FMA Program

Hill Residence – Reconstruction/Elevation
4422 Leonetti Lane, Dickinson, TX 77539 – 10/21/2019
Galveston County FMA Program

Jones Residence – Reconstruction/Elevation
4501 Lininger Lane, Dickinson, TX 77539 – 10/21/2019
Galveston County FMA Program

Harwell Residence – Reconstruction/Elevation
5207 Braesvalley Drive, Houston, TX 77096 – 10/10/2019
Private Residential Services

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ARKITEKTURA DEVELOPMENT, INC.

Grant Participation/Affiliation

2022 City of Bevil Oaks Home Elevation Grant **2021 – ongoing**
City of Bevil Oaks, Texas
13560 River Oaks Blvd, Bevil Oaks, TX 77713
Phil Hampsten, Grant Administrator
phil@hampstenconsulting.com
512-577-6134
21 home elevations, FEMA Grant overseen by the Hazard Mitigation Grant Program
Arkitektura Development awarded ALL homes.

2022 Jersey Village FMA Program Home Elevation Grant **2022 - ongoing**
City of Jersey Village, Texas
16327 Lakeview Drive, Jersey Village TX 77040
Jeffrey Ward, Grant Administrator
703-777-7076
jswa1@outlook.com
16 home elevations, $3 million FEMA Grant overseen by the Texas Water Development Board

2020 Brazoria County Home Elevation Grant **2021 – ongoing**
Brazoria County, Texas
451 N. Velasco Street, Suite 100
Angleton, Texas 77515
Joe Ripple, Grant Administrator
979-864-1272
Home Elevations, $70 million, overseen by the Texas Department of Emergency Management

2021 Galveston County Flood Mitigation Assistance Program **2022-ongoing**
Galveston County, Texas
722 Moody St, 6th floor, Galveston, TX 77550
Crystal Sarvis, Grant Administrator
409-256-0085
Crystal.sarvis@co.galveston.tx.us
40 home elevations, FEMA Grant overseen by the Texas Water Development Board

2015 FMA Elevation Grant – Galveston/Alternates **2022-ongoing**
Galveston County, Texas
722 Moody St, 6th floor, Galveston, TX 77550
Blair Purpera, Grant Administrator
225-938-6663
Blair.purpera@eliteservicesla.com
10 home elevations, 2 reconstruction projects FEMA Grant overseen by the Texas Water Development Board

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2018 – 2019 Nassau Bay FMA Program Home Elevation **2022 - ongoing**
City of Nassau Bay
1800 Space Park Drive #200
Nassau Bay, Texas 77058
Jeffrey Ward, Grant Administrator
703-777-7076
jswa1@outlook.com
15 Home elevations, FEMA Grant overseen by the Texas Water Development Board

2015 City of Houston HMGP Elevation Grant Program **2019 – ongoing**
City of Houston
611 Walker St, 24th floor, Houston, TX 77002
Brian Ramm, CFM
713-408-1941
Brian.Ramm@houstontx.gov
Home elevations, FEMA Grant overseen by the Hazard Mitigation Grant Program & City of Houston

2019 City of Teague Home Elevation Program **2019-2020**
City of Teague, Texas
105 South Fourth Avenue
Teague, Texas 75860
Ricky Sims, Grant Administration
903-388-0073
Ricky@glade.net
Home elevations overseen by the Texas Water Development Board

2019 Jersey Village FMA Program Home Elevation Grant **2019 – 2020**
City of Jersey Village, Texas
16327 Lakeview Drive, Jersey Village TX 77040
Jeffrey Ward, Grant Administrator
703-777-7076
jswa1@outlook.com
18 home elevations, $3.6 million FEMA Grant overseen by the Texas Water Development Board

Galveston County Flood Mitigation Assistance Program **2018 – 2020**
Galveston County, Texas
722 Moody St, 6th floor, Galveston, TX 77550
Matthew Thomey, Grant Administrator
318-261-1030
matthewthomey@providenceeng.com
33 home elevations, 2 reconstruction projects FEMA Grant overseen by the Texas Water Development Board

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TDEM Fort Bend County Elevation Projects for Disaster **2018 – 2019**
Fort Bend County
301 Jackson Street, Richmond, Texas 77469
Jeffrey Ward, Grant Administrator
703-777-7076
jswa1@outlook.com
4 home elevations, Grant overseeen by the Texas Department of Emergency Management

SRIA FMA Mitigation Reconstruction **2018 - 2019**
1 Via De Luna Drive, Pensacola Beach, FL 32561
Paolo Ghio
850-932-2257
Paolo_ghio@sria-fla.com
12 home elevations, FEMA Grant overseen by the Florida Office of Emergency Management

2016 FMA Home Elevation Grant Program **2018 – ongoing**
City of Houston
611 Walker St, 24th floor, Houston, TX 77002
Brian Ramm, CFM
713-408-1941
Brian.Ramm@houstontx.gov
40 home elevations, $12.4 million FEMA Grant overseen by the Texas Water Development Board & the City of Houston

2015 FMA Home Elevation Grant Program **2017- 2021**
City of Houston
611 Walker St, 24th floor, Houston, TX 77002
Brian Ramm, CFM
713-408-1941
Brian.Ramm@houstontx.gov
42 home elevations, $12 million FEMA Grant overseen by the Texas Water Development Board & the City of Houston

2016 Nassau Bay FMA Home Elevation Grant Program **2017- 2019**
City of Nassau Bay
1800 Space Park Drive #200, Nassau Bay, TX 77058
Jeffrey Ward, Grant Administrator
703-777-7076
jswa1@outlook.com
37 home elevations, $6.6 million FEMA Grant overseen by the Texas Water Development Board

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Guadalupe County FMA Home Elevation Grant Program **2016 – 2019**
Guadalupe County, Texas
2506 N. Guadalupe, Seguin, TX 78155
Shelley Reed Coleman
830-303-8858
shelly.coleman@co.guadalupe.tx.us
42 home elevations, $12 million FEMA Grant overseen by the Texas Water Development Board

League City FMA Home Elevation Grant Program **2015 – 2017**
City of League City, Texas
300 Walker Street, League City, Texas 77573
Rhonda Lee
281-554-1353
Rhonda.lee@leaguecity.com
10 home elevations, $3 million FEMA Grant overseen by the Texas Water Development Board

SRIA FMA Mitigation Reconstruction **2014 – 2016**
Pensacola Beach, Florida
1 Via De Luna Drive, Pensacola Beach, FL 32561
Paolo Ghio
850-932-2257
Paolo_ghio@sria-fla.com
17 home elevations & 9 home reconstruction, $9 million FEMA Grant overseen by the Florida Office of Emergency Management

2015 Nassau Bay FMA Home Elevation Grant Program **2014 - 2016**
1800 Space Park Drive #200, Nassau Bay, TX 77058
Jeffrey Ward, Grant Administrator
703-777-7076
jswa1@outlook.com
37 home elevations, $5 million FEMA Grant overseen by the Texas Water Development Board

Galveston County Home Elevations **2013 – 2016**
Galveston County, Texas
722 Moody St, 6th floor, Galveston, TX 77550
James Gentile, Grant Administrator
409-765-2658
james.gentile@co.galveston.tx.us
112 home elevations, $30 million FEMA Grant overseen by the Texas Water Development Board

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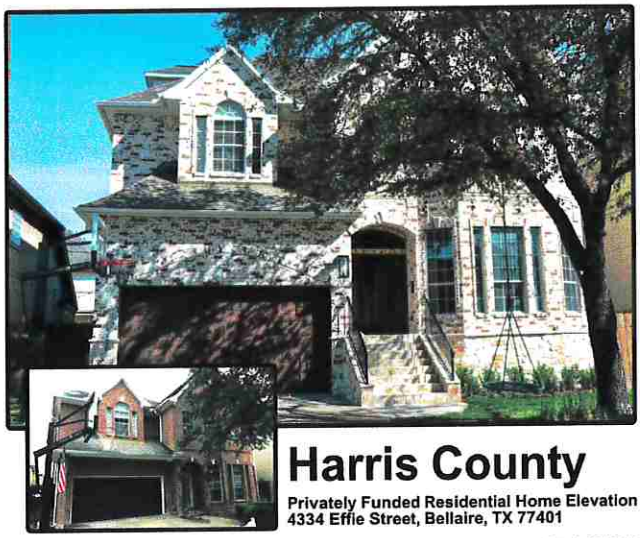
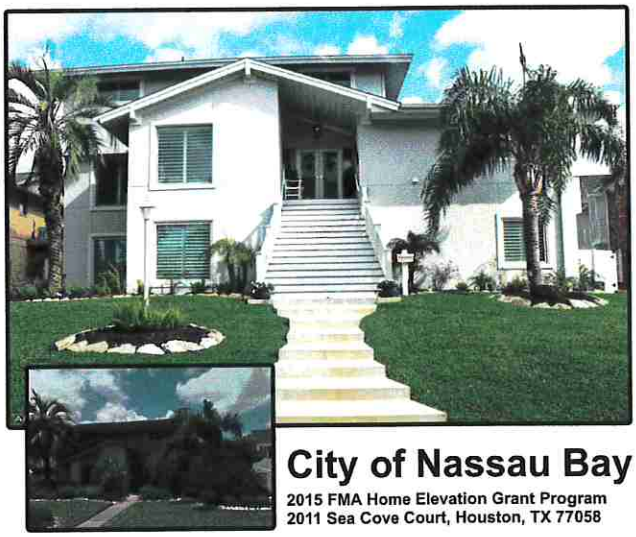


Harris County

Privately Funded Residential Home Elevation
4334 Effie Street, Bellaire, TX 77401

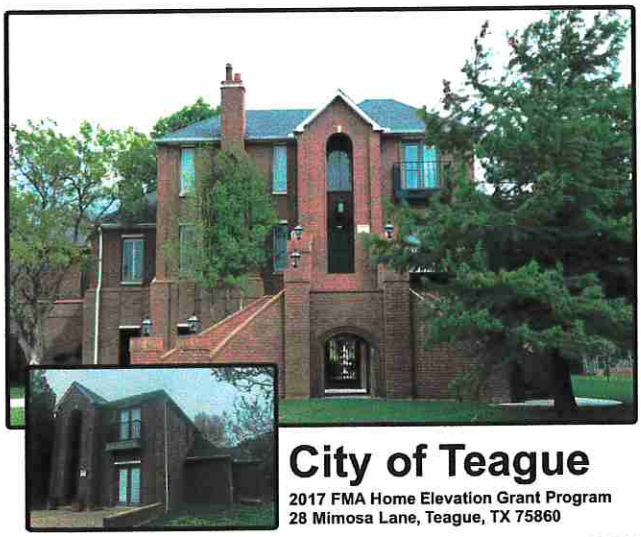
Webster Residence | Conract Amount: $214,888.00 | Lift Height: 4' | Project Completed: 05/2019
H/O Contact: Robert Webster, RWebster@hl.com, 832-846-1628 | Project Manager: Hugo Ceja



City of Nassau Bay

2015 FMA Home Elevation Grant Program
2011 Sea Cove Court, Houston, TX 77058

Matters Residence | Contract Amount: $236,755.11 | Lift Height: 10' | Project Completed: 08/2016
H/O Contact: Don Matters, dcmchm@yahoo.com, 832-260-4626 | Project Manager: Phillip Contreras



City of Teague

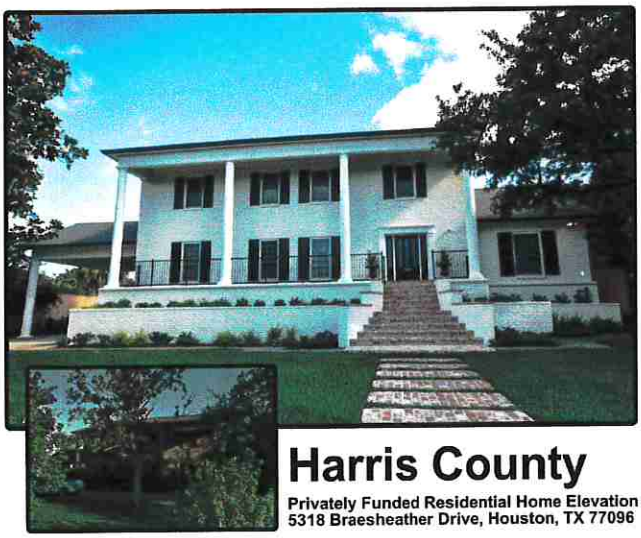
2017 FMA Home Elevation Grant Program
28 Mimosa Lane, Teague, TX 75860

Sims Residence | Contract Amount: $397,543.68 | Lift Height: 12' | Project Completed: 08/2020
H/O Contact: Ricky Sims, ricky@glade.net, 254-739-2563 | Project Manager: Sean Schooley

Harris County

Privately Funded Residential Home Elevation
5210 Caversham Drive, Houston, TX 77096

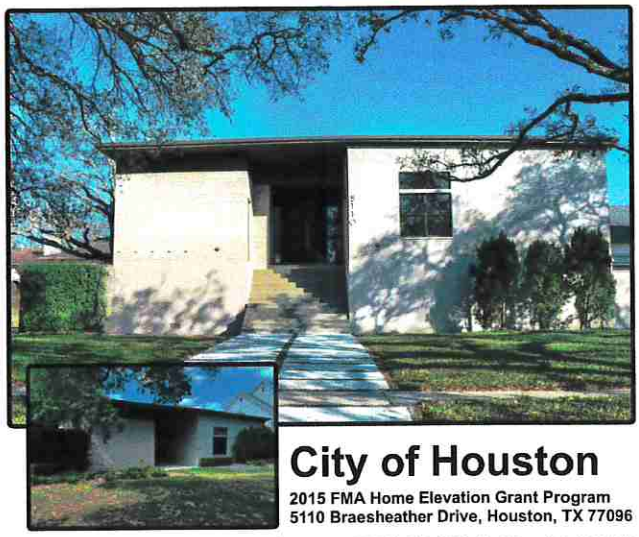
Hill Residence | Contract Amount: $249,357.00 | Lift Height: 5.5' | Project Completed: 04/2019
H/O Contact: Leigh Hill, lah_bth@yahoo.com, 713-203-4435 | Project Manager: Hugo Ceja



Harris County

Privately Funded Residential Home Elevation
5318 Braesheather Drive, Houston, TX 77096

Lockhart Residence | Conract Amount: $307,079.00 | Lift Height: 6.5' | Project Completed: 02/2019
H/O Contact: Tracy Lockhart, tlockhart2@att.net, 281-808-1650 | Project Manager: Chris Sanchez



City of Houston

2015 FMA Home Elevation Grant Program
5110 Braesheather Drive, Houston, TX 77096

Daughtery Residence | Contract Amount: $302,431.77 | Lift Height: 7' | Project Completed: 10/2020
H/O Contact: Blanca Daughtery, bfdaughtery@me.com, 832-687-1401 | Project Manager: Chris Sanchez

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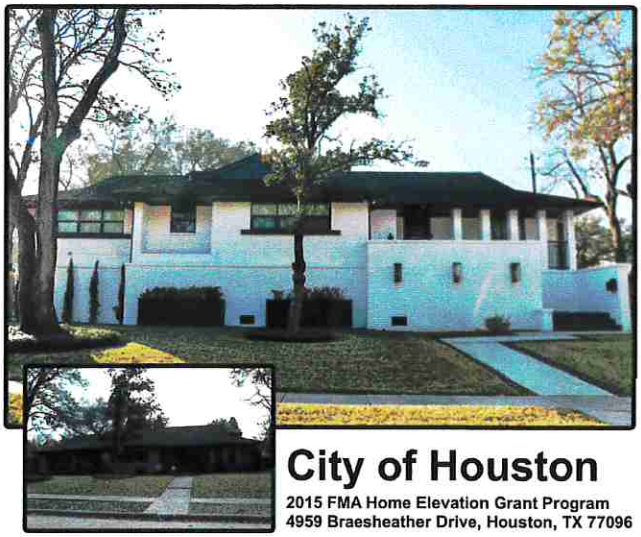
Harris County

Privately Funded Residential Home Elevation
5143 Loch Lomond Drive, Houston, TX 77096

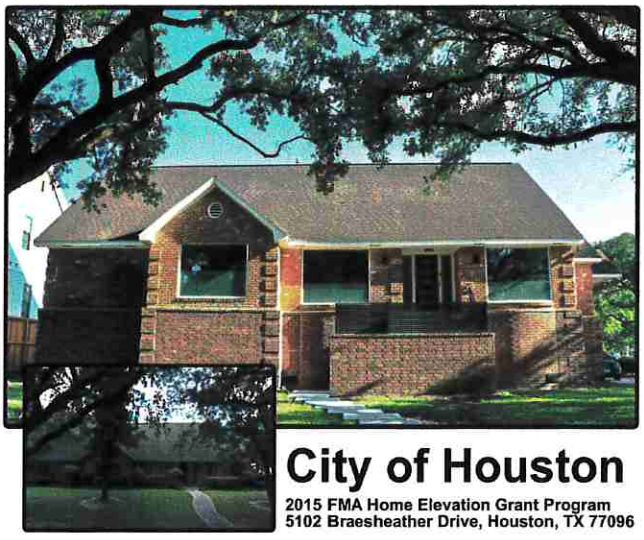
Scott Residence | Contract Amount: $194,391.00 | Lift Height: 5' | Project Completed: 08/2018
H/O Contact: Paul Scott, eyemd18@sbcglobal.net, 713-819-6171 | Project Manager: Hugo Ceja



City of Houston

2015 FMA Home Elevation Grant Program
4959 Braesheather Drive, Houston, TX 77096

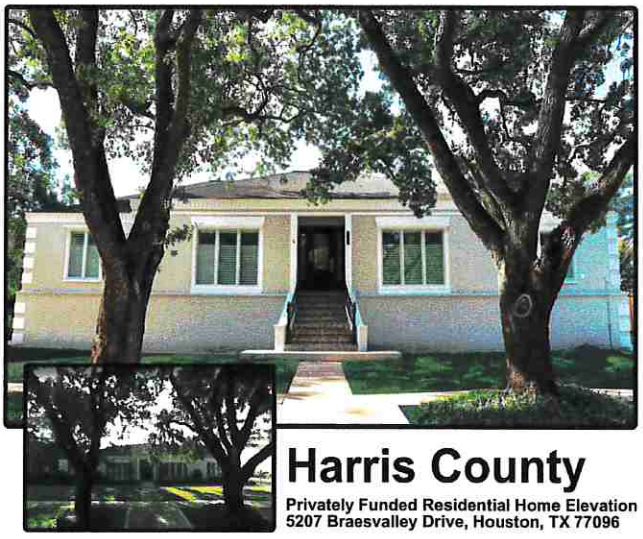
Bisel Residence | Contract Amount: $340,861.18 | Lift Height: 7' | Project Completed: 09/2018
H/O Contact: Chris Bisel, biselhac@pdq.net, 713-669-0117 | Project Manager: Chris Sanchez



City of Houston

2015 FMA Home Elevation Grant Program
5102 Braesheather Drive, Houston, TX 77096

Yang Residence | Conract Amount: $356,053.26 | Lift Height: 7' | Project Completed: 10/2018
H/O Contact: Shan Yang, shanyang@rocketmail.com, 713-306-0089 | Project Manager: Chris Sanchez



Harris County

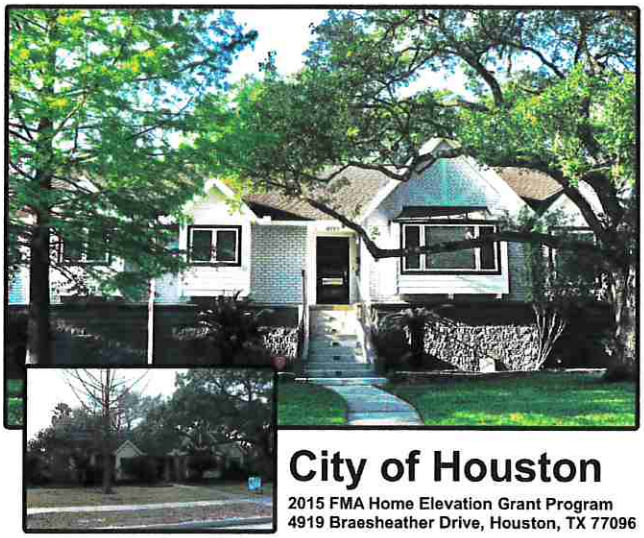
Privately Funded Residential Home Elevation
5207 Braesvalley Drive, Houston, TX 77096

Harwell Residence | Conract Amount: $284,680.00 | Lift Height: 5.5' | Project Completed: 06/2020
H/O Contact: James Harwell, harwell.m@comcast.net, 713-816-6097 | Project Manager: Hugo Ceja

Harris County

Privately Funded Residential Home Elevation
5146 Braesvalley Drive, Houston, TX 77096

Cohn Residence | Contract Amount: $287,207.00 | Lift Height: 5' | Project Completed: 09/2018
H/O Contact: Keith Cohn, kcohn2013@gmail.com, 832-731-0931 | Project Manager: Hugo Ceja



City of Houston

2015 FMA Home Elevation Grant Program
4919 Braesheather Drive, Houston, TX 77096

Brookner Residence | Contract Amount: $246,684.20 | Lift Height: 6' | Project Completed: 10/2018
H/O Contact: Stacey Brookner, stacey@brookner.net, 281-630-3720 | Project Manager: Chris Sanchez

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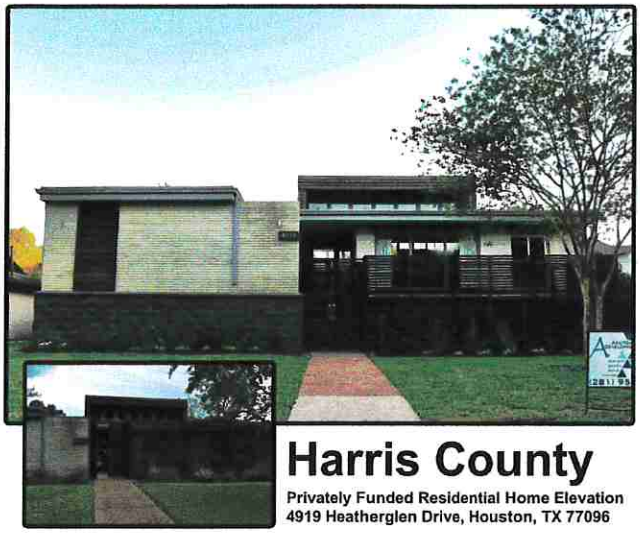


Harris County

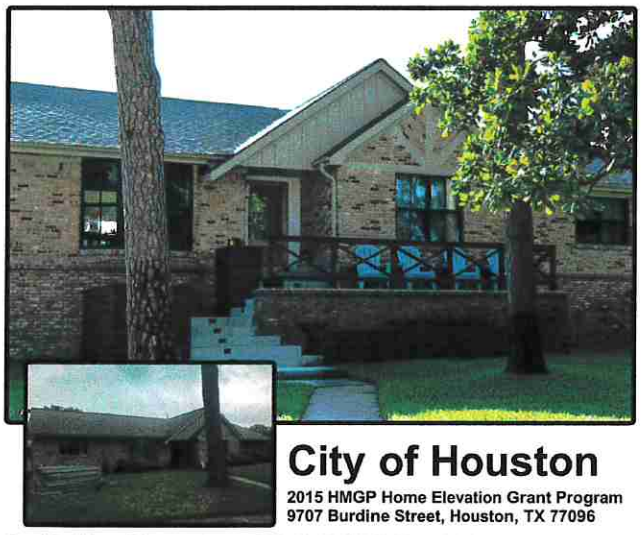
Privately Funded Residential Home Elevation
4919 Heatherglen Drive, Houston, TX 77096

Anders Residence | Contract Amount: $235,959.00 | Lift Height: 5' | Project Completed: 03/2017
H/O Contact: Erin Anders, erinanders@att.net, 713-303-6308 | Project Manager: Phillip Contreras

Jefferson County

Privately Funded Residential Home Elevation
15219 Bogan Road, Beaumont, TX 77713

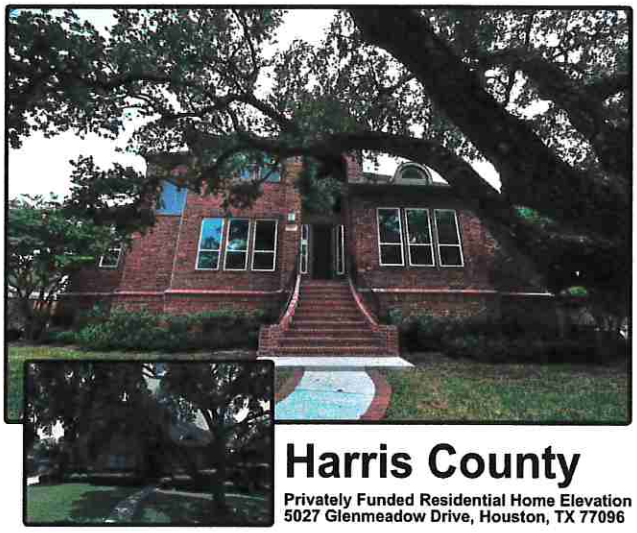
McQuade Residence | Contract Amount: $378,899.00 | Lift Height: 5' | Project Completed: 03/2020
H/O Contact: LeeAnn McQuade, lmcquade@gmail.com, 832-741-8600 | Project Manager: Sean Schooley



City of Houston

2015 HMGP Home Elevation Grant Program
9707 Burdine Street, Houston, TX 77096

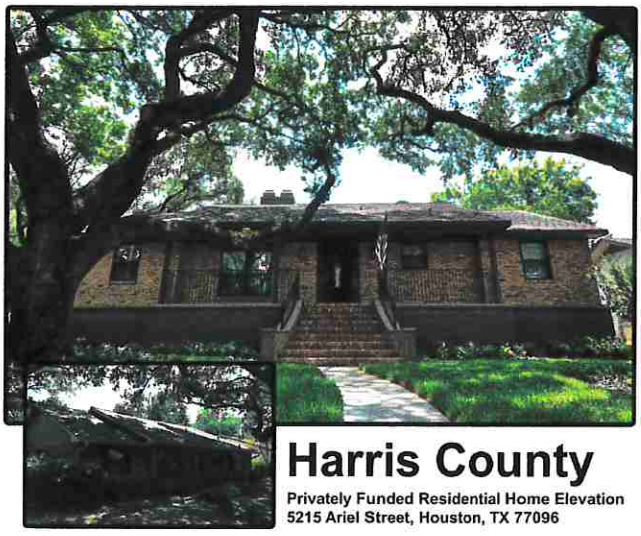
Bernal Residence | Contract Amount: $266,523.64 | Lift Height: 6' | Project Completed: 06/2019
H/O Contact: Kendra Bernal, kendrabernal@gmail.com, 713-557-9379 | Project Manager: Chris Sanchez



Harris County

Privately Funded Residential Home Elevation
5027 Glenmeadow Drive, Houston, TX 77096

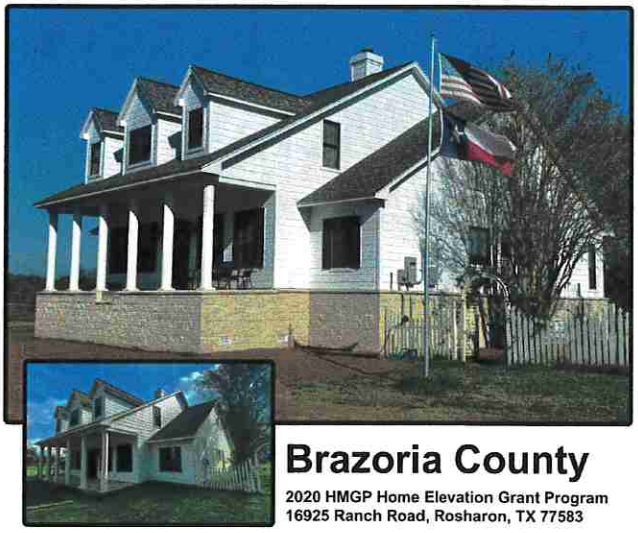
Horn Residence | Conract Amount: $205,616.00 | Lift Height: 5.5' | Project Completed: 08/2018
H/O Contact: Sheila Horn, horn@hornfamily.us, 713-201-5280 | Project Manager: Chris Sanchez



Harris County

Privately Funded Residential Home Elevation
5215 Ariel Street, Houston, TX 77096

Cummings Residence | Contract Amount: $231,508 | Lift Height: 5.5' | Project Completed: 08/2018
H/O Contact: Kelly Cummings, kkellycup@yahoo.com, 713-202-4576 | Project Manager: Chris Sanchez



Brazoria County

2020 HMGP Home Elevation Grant Program
16925 Ranch Road, Rosharon, TX 77583

Onken Residence | Contract Amount: $150,879.00 | Lift Height: 5.5' | Project Completed: 1/2022
H/O Contact: Darren Onken, darren.onken@iomotion.com, 281-798-2136 | Project Manager: Hugo Ceja

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Workload Capacity

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ARKITEKTURA DEVELOPMENT, INC.

Workload Capacity

Arkitektura Development Inc. affirms that the company has the ability in manpower (both employees, field and office, lift machine operators - and sub-contractors), company owned equipment – including a 24 port Unified Hydraulic Jacking Machine, cribbing, skid steers, tools and a helical driver as well as financial resources, both bonding capacity and lines of credit to carry out the scope of work requested within the timeframe of the project. The company has been involved in construction and elevation projects in Brazoria County, Galveston County, Guadalupe County, Escambia County, Florida, City of Nassau Bay, Harris County, League City, Clear Lake Shores, the City of Jersey Village and the City of Houston. Our team has the relevant number of experienced staff, labor force and construction personnel to maintain at least 30 - 40 flood mitigation projects at one given time. More staff and labor personnel can be added at any time that there is a need. Arkitektura Development supervisors are highly experienced in-home elevation practices, efficient in their work capacity and maintain a proven track record of completing large and complex projects on time and in budget.

Arkitektura Development is fully qualified to provide the services outlined in The Jefferson County Home Elevation Grant. The company's primary objective is to provide the highest quality of construction and design for the elevation project while strictly following the specific requirements of the program. Arkitektura Development's design and management staff hold advanced degrees in architecture and engineering, coupled with over 60 years in building construction related fields. While we as a company believe a higher education is critical to the design portion, *proven* experience in the art of structural home elevation is crucial for the structural integrity of a project of this nature. Arkitektura substantiates the firm's resources and ability to carry out the scope of work requested in a timely manner in the following bullet points:

- …is the **top scoring** Elevation Contractor in the Brazoria County Elevation Grant
- …is the **top scoring** Contractor in the 2022 Jersey Village Elevation Grant.
- …was awarded **ALL** 21 homes in the City of Bevil Oaks Home Elevation Grant
- …was awarded and commenced **61%** of the 2018/2019 City of Nassau Bay Home Elevation Grant out of 3 elevation contractors.
- …was the **leading** elevation contractor for the Galveston County FEMA SRL Grant Elevation Program, elevating 58 of the 120 homes in a three-year period.
- …was the **only** remaining contractor in the Galveston County FEMA SRL of the initial 6 approved elevation contractors.
- …was contracted to elevate **ALL** 4 homes in the League City Texas FMA Home Elevation Grant.
- …was 1 of 2 home elevation contractors ***invited*** to participate in the Escambia County, Florida FMA Mitigation Home Elevation and Reconstruction Programs in 2014 and 2017

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- ...was **commissioned** by the Friends of LBJ to elevate the Secret Service Command Center at the President Lyndon B. Johnson Historical Ranch in Johnson City, Texas.
- ...elevated **73%** of the City of Houston Home Elevation Grant Participants
- ...has been selected as the elevation contractor to elevate **56%** of the City of Nassau Bay 2017 Home Elevation Grant.
- ...Completed **52%** of the current Galveston County Elevation Grant 2019-2020.
- ...in addition to the involvement in Brazoria County, City of Jersey Village, City of Bevil Oaks, the City of Teague, Guadalupe County and Fort Bend County SRL Home Elevation Grants

Current List of Grant Elevation Projects

2022 City of Bevil Oaks Home Elevation Grant	2021 – ongoing
2022 City of Taylor Lake Village - Elevation Grant	2022 - ongoing
2022 Jersey Village FMA Program Home Elevation Grant	2022 – ongoing
2020 Brazoria County Home Elevation Grant	2021 – ongoing
2021 Galveston County Flood Mitigation Assistance Program	2022 - ongoing
2015 FMA Elevation Grant – Galveston/Alternates	2022 - ongoing
2018 – 2019 Nassau Bay FMA Program Home Elevation	2022 – ongoing

Project Availability of Personnel

Arkitektura Development Inc. has utilized the professional engineering services of Aran and Franklin since the start of our company and will continue our longstanding relationship with them for all future projects. Aran and Franklin employ many personnel that are well equipped and versed in elevation specifics who have the extensive knowledge of FEMA regulations and guidelines. Inspection services are scheduled and Survey One, located in Alvin, Texas will continue to provide all surveys and Elevation Certificates for our company as they have for the past 350 elevation Projects. Both of these companies – Aran and Franklin and Survey One have multiple employees that travel to counties throughout Texas. For the past 13 years, Arkitektura has encountered no issues with either company in terms of scheduling or availability.

Our staff of degreed architects, engineers and designers combined with extensive construction project management expertise with exceptional sub-contractors, places Arkitektura Development as the turnkey provider of building elevation services for the implementation of grant programs for local, state and federal entities. Together our team has over 65 years of residential and commercial construction and project management experience. Additionally, our capability to finance, insure and bond is impeccable. As indicated herein, Arkitektura Development Inc. has a proven and documented history in the successful completion of structural elevation projects throughout Texas and Florida.

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ARKITEKTURA DEVELOPMENT, INC.

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ARKITEKTURA DEVELOPMENT, INC.

Professional Qualifications and Individual Experience

Phillip Contreras, owner and founder of Arkitektura Development, has been in the construction industry for over 35 years. Design and construction have been the primary focus of his entire career. Educated at the University of Texas, with a Bachelor of Science degree in Architecture, Mr. Contreras began his career in residential design, designing over 1000 custom homes spanning a period of 15-20 years. This extensive background in design led into the residential construction industry with a focus on building homes for multiple clients. Following this pattern, home elevation, reconstruction and demolition comprise the focus of Arkitektura Development. Seamlessly incorporating all three disciplines - architecture/design, construction and elevation – allows each project to be the most efficient and schematic rendition possible.

The organizational relationship of team members and projected responsibilities of each person involved in the project will be approached in the same manner. Arkitektura always puts the client first, whether that client consists of a homeowner or grant administration, all the while maintaining the company brand of excellence that has afforded our company the outstanding reputation that it strives for. Owner and founder, Phillip Contreras, leads the team at Arkitektura Development. He oversees all management and operations with replete organization of the entire team. Working directly under Phillip, is the Head of Construction, Sean Schooley and the Head of Design, Cody Drago. Cody, in this position acts as a liason between the engineers, the Head of Construction, superintendents and subcontractors for all projects. Cody oversees company performance and efficiency while ensuring clients are satisfied with scheduling, budgeting and the final outcome of the construction.

Sean Schooley, operating under the supervision of Phillip Contreras, manages the field superintendents keeping complete organization of the daily operations of each project. He is responsible for the estimation and cost control of all projects. Multiple superintendents manage the individual projects, handling the field sub-contractors scheduling and building material purchasing. Each superintendent is knowledgeable and experienced in home elevation techniques enabling the projects to maneuver smoothly from one task to the next seamlessly, keeping the projects in budget and within deadlines. Arkitektura Development has established a long list of sub-contractors proficient in all construction trades the have worked exclusively for the company for many, many years. These longstanding relationships with sub-contractors, who are competent in each of the trades, provides a very important asset to the team at Arkitektura. Not only do these trades both understand the job requirements, but they are also experienced at working within expeditious time constraints in order to complete the projects in the time allotted. The final piece to a well-organized team would be the office and ancillary staff that operate under the guidance of Phillip Contreras. This team of Federal, State and County grant experienced group of individuals share in the daily office operations keeping the company operating evenly and without nuisances. Together, the team at Arkitektura Development, from the owner through the Heads of Design and Construction, through the

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superintendents, sub-contractors, suppliers and office staff, operate as a highly functioning and well-organized group that has undertaken over 350 successful grant projects to completion clearly demonstrating the ability to perform the services outlined in this RFQ at multiple project sites within Jefferson County, complying with all Federal requirements and within budget.

Key Personnel of Respondent's Team

Phillip Contreras – Owner. Responsible for all company operations. He oversees project cost control, scheduling, management and reviews and approves all design drawings and contracts.

Cody Drago – Head of Design. Liason between engineers and sub-contractors for all projects. He has extensive experience with design, engineering and drafting elevations and has 10 years of construction and architecture experience.

Sean Schooley – Head of Construction. 30 years of commercial and residential construction experience. Oversees all ongoing jobs and manages 70 different trades and sub-contractors. Extensive experience with Hazard Mitigation Grant Programs (HMGP) as well as Severe Repetitive Loss (SRL) Grant Progams all throughout the South.

Christopher Sanchez – Job Superintendent. Liason between the main office, subcontractors and homeowners. Responsible for 20+ projects at any given time, tracking progress while maintaining the budget and company standards. His previous experience with sales and account management paired with his experience in the United States Marine Corps has given him an unparalleled grasp of organization and customer relations.

Hugo Ceja – Job Superintendent. Liason between the main office, subcontractors, and homeowners. Responsible for 20+ projects at any given time, tracking progress while maintaining the budget and company standards. He has over 25 years of construction experience working with homeowners and designers and is highly trained supervising crews of all trades. He has supervised multiple reconstruction projects for Galveston and Harris County, City of Nassau Bay and Brazoria County.

Alexa Scott – Design Development Coordinator. Prepares all materials for permitting. Maintains correspondence with homeowners throughout the project to ensure design cohesion, organization and communication. Oversees company performance and efficiency while ensuring clients are satisfied with scheduling, budgeting and the final overall construction project. She has over 5 years of construction project management experience.

Tamara Bailey – Accountant. Provides accounting services for all aspects of the corporation for over 10 years. She has a deep understanding of construction finances and Federal grant implementation.

Texas Professional Engineer/Architects of Record for all Arkitektura Development Inc. Project: Aran and Franklin.

Phillip Contreras, Owner of Arkitektura Development Inc., is authorized to negotiate for and contractually bind the firm.Phillip Contreras is also the Point of Contact for the firm for addressing questions generated during the evaluation process.

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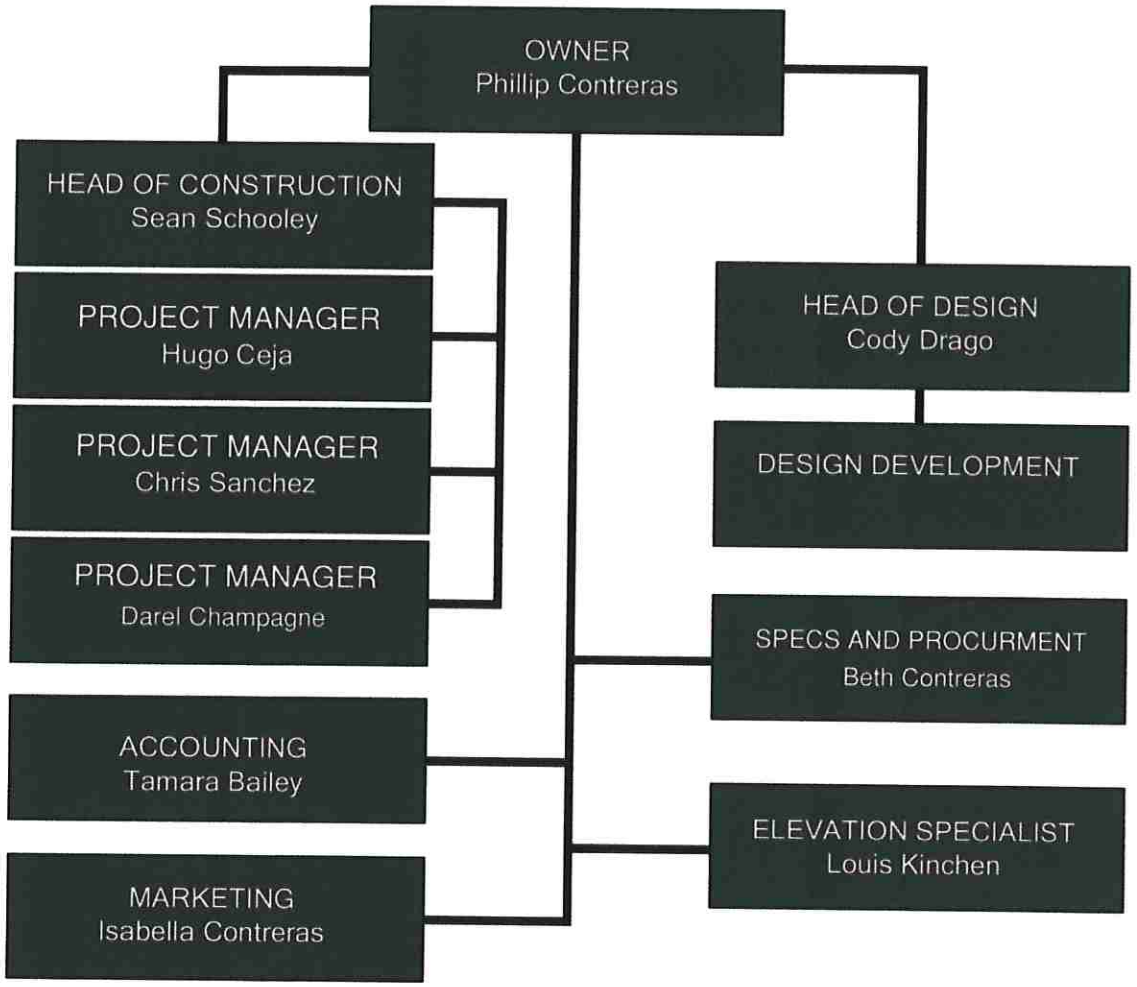
ORGANIZATIONAL CHART



Position	Name	Home Elevation Management	New Construction Supervision	Commercial Construction Management	Trade Coordination	Design	Engineering	Home Owner Liason	Scheduling
Key Professionals									
Owner	Phillip Contreras	X	X	X	X	X		X	X
Head of Construction	Sean Schooley	X	X	X	X			X	X
Project Manager	Hugo Ceja	X	X	X	X			X	X
Project Manager	Chris Sanchez	X	X	X	X			X	X
Head of Design	Cody Drago	X	X	X		X	X	X	X
Design Development	Alexa Scott	X	X	X		X		X	X
Specs and Procurement	Beth Contreras	X	X	X				X	X
Project Manager	Darel Champagne	X	X	X	X			X	X

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PHILLIP CONTRERAS
PRESIDENT

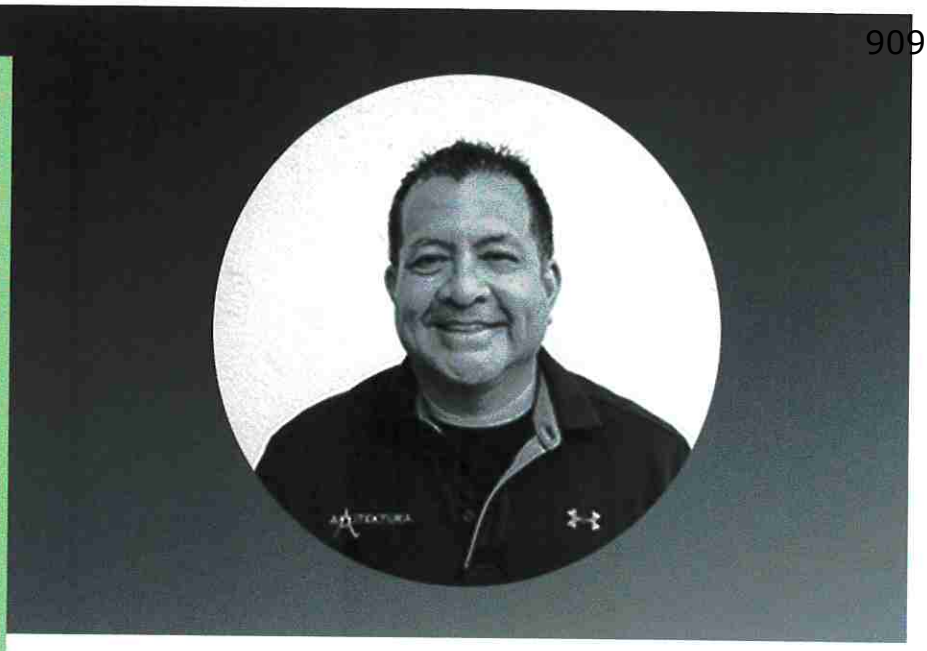
ADDRESS: 705 Harborside Way, Kemah, TX 77565

CELL PHONE: 832-385-0106

OFFICE PHONE: 281-957-9192

EMAIL: pc@arkdevinc.com

WEBSITE: www.arkdevinc.com



HONORS:
1st Place - National Commendation: The American Institute of Architecture Students /International Masonry Institute. "Beyond the Garden" - Masonry Design Competition 1989.

PUBLISHED WORKS:
Crit 25, Fall 1990, page 18. Texas Architect, July /August 1990, page 60.

Urban Design Theory and The City of Chicago - University of Texas in Chicago, Illinois

Urban Design Theory, Architectural Theory, and The City of Rome - University of Texas in Rome, Italy

LICENSES & CERTIFICATIONS:
Escambia County Building Services Contractor Competency License

City of Seguin, Texas Business License - Residential Contractor #GC001859-04-2018

Magnum Piering Helical Pile Installer

SPECIAL SKILLS: Fluent in Spanish

EDUCATION:
Bachelor of Science, Architecture - University of Texas, 1989

PROFESSIONAL EXPERIENCE:
Owner, Arkitektura Development, Inc. - Feb. 2002 - Present - Responsible for all operations of the company. Including structural lifting, moving, and construction. Review and negotiate all contracts and estimates. Review and approve all design drawings. Oversee all project cost control, scheduling, and management.

Owner, Contreras Design Group - Jan. 1997 - Present - Responsible for architecural design and details. Design for residential and light commercial construction. Extensive use of computer aided drafting programs. Comprehensive knowledge of schematic and conceptual design.

Design Manager - Schaumberg Architects - Jan. 1990-1997
Responsible in all aspects of the firm. Worked under direct superrvision of a licensed architect.

ELEVATION GRANT EXPERIENCE:
- City of Houston 2015 & 2016 FMA Grants, 2015 HMGP
- Nassau Bay 2015, 2016, 2017, 2018, 2019 FMA Grants
- City of Teague FMA Home Elevation Grant 2017
- Brazoria County 2020 HMGP Home Elevation Grant
- Jersey Village 2019 & 2020 Home Elevation Grant
- Bevil Oaks 2020 FMA Elevation Grant Program
- Galveston County SRL Program 2014, 2015, & 2021
- City of League City SRL Grant, Texas
- Escambia County Grant, Florida 2014 & 2018
- Guadalupe County Elevation Grant 2014 & 2015

SEAN SCHOOLEY
HEAD OF CONSTRUCTION

ADDRESS: 3845 Jasmine Drive, Alvin, TX 77511

CELL PHONE: 346-253-8011

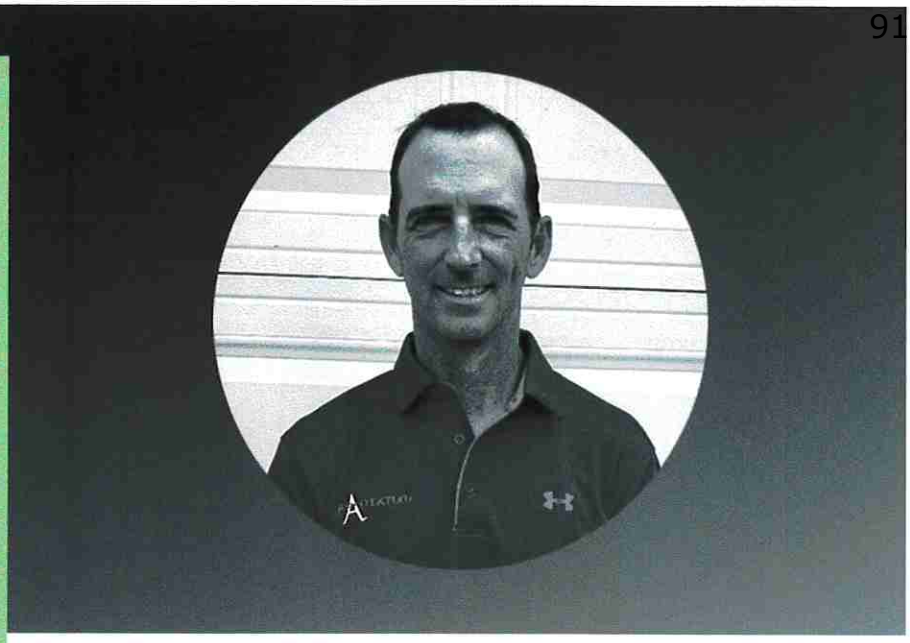
OFFICE PHONE: 281-957-9192

EMAIL: sean@arkdevinc.com

WEBSITE: www.arkdevinc.com

CONSTRUCTION MANAGER IN THE HARZARD MITIGATION GRANT PROGRAM (HMGP) 2008-2018:
- Orleans Parish
- Jefferson Parish
- Terrebonne Parish
- City of Houston
- Brazoria County

CONSTRUCTION MANAGER IN THE SEVERE REPETITIVE LOSS (SRL) GRANT 2007-2018:
- Jefferson Parish
- Terrebone Parish
- St. Charles Parish
- Plaquemines Parish
- St. Bernard Parish
- Harris County
- City of Houston
- Guadalupe County
- Galveston County
- City of Nassau Bay
- City of Teague
- Jersey Village
- Bevil Oaks
- Escambia County



EDUCATION:
Hawkeye Institute of Technology, Associates of Arts in Photography, Waterloo, IA 1991-1993

Washington High School, Washington, IA 1986-1990

PROFESSIONAL EXPERIENCE:
Head of Construction, Arkitektura Development, Inc. - 2018-Present - Managed over 100 turn-key construction /elevation private projects in the City of Houston, Meyerland/Bellaire subdivisions. Managed over 100 turn-key construction/elevation grant funded projects for SRL/FEMA in Harris County, Guadalupe County, Galveston County, Jefferson County and Escambia County. Management of 75+ trades and contractors.

Construction Manager, Orleans Shoring LLC, 2007-2018, Harahan, LA - Managed projects, oversaw estimates, scheduling, budget review, handled material, inventory and ordering.

Independent Contractor, SLS Construction, 1999-2007, Washington, IA - Provided general construction services for residential and light commercial builds, worked with all phases of construction from structural foundation to finish work. Built over 200 homes and managed many house moving projects.

Carpenter, C & M Development, 2008-2018, Washington, IA - Worked with residential and commercial development.

CODY DRAGO
DIRECTOR OF DESIGN

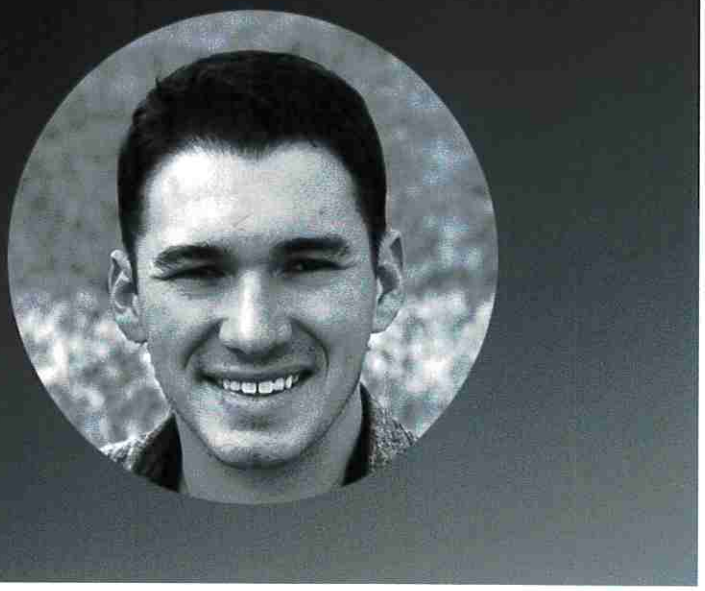
ADDRESS: 706 Harborside Way,
Kemah, TX 77565

CELL PHONE: 713-398-8661

OFFICE PHONE: 281-957-9192

EMAIL: cody@arkdevinc.com

WEBSITE: www.arkdevinc.com



SKILLS:
- AutoCAD
- AutoCAD LT
- AutoCAD Architecture
- 3ds Max
- Fusion 360
- Revit
- Adobe Illustrator
- Adobe InDesign
- Adobe Photoshop
- Adobe Premiere Pro CC
- Adobe Media Encoder
- Adobe Acrobat
- Adobe Creative Cloud
- Microsoft Office
- Chief Architect Home Designer Pro
- Audrino Uno Programmer
- GCAD
- Tormach System
- CADCAM
- RhinoCAM
- Vray
- I Render
- Rhinocerous
- Google Sketch Up
- Maya Grasshopper
- Paneling Tool Rhnio AUX Pecker
- Fluid Ray
- Quokka
- Bolt Gen

EDUCATION:
Bachelor of Architecture,Minor in Architecture History, LSU

PROFESSIONAL EXPERIENCE:
- Director of Design, Arkitektura Development, Inc., Webster, TX, 2015-Present
- 3-D Printing Specialist, Grace Hebert Architects, Baton Rouge, LA, 2014-2015
- Draftsman/Site Supervisor, Independent Contractor, Kemah, TX, 2009-2015
- Intern, ARE Architects, League City, TX, 2009-2011
- Site Supervisor, Rob Paul Custom Homes, League City, TX, 2006-2009

ACHIEVEMENTS - FEATURED IN:
- "Wax Lake Delta": Fabricating the Delta - Published 2014
- "Wax Lake Delta": Wet Land Building - Published 2015
- Quad Magazine for Digital Fabrication - Published 2014
- Edges: Analog+Digital Fabrication Exhibition - Dec. 2014
- Landscape Relationships for Foster Gallery - Jan/Feb 2015
- Losing Ground for ORED Exhibition - August 2015

ELEVATION GRANT EXPERIENCE:
- City of Houston 2015 & 2016 FMA Grants, 2015 HMGP
- Nassau Bay 2015, 2016, 2017, 2018, 2019 FMA Grants
- City of Teague FMA Home Elevation Grant 2017
- Brazoria County 2020 HMGP Home Elevation Grant
- Jersey Village 2019 & 2020 Home Elevation Grant
- Bevil Oaks 2020 FMA Elevation Grant Program
- Galveston County SRL Program 2014, 2015 & 2021
- Escambia County Grant, Florida 2014 & 2018
- Guadalupe County Elevation Grant 2014 & 2015

CHRIS SANCHEZ
PROJECT MANAGER

ADDRESS: 402 Branch Oak Court,
La Marque, TX 77568

CELL PHONE: 832-226-1645

OFFICE PHONE: 281-957-9192

EMAIL: chris@arkdevinc.com

WEBSITE: www.arkdevinc.com

UNITED STATES MARINE CORPS:
I had the special honor of having been chosen to participate in the United States Marine Corps Embassy Security Group. This is a deployment for 3 years and could serve at 3 of the over 177 locations in over 150 countries around the world. In this role, I was to provide protection to mission personnel and prevent the compromise of national security information and equipment at designated diplomatic and consular facilities of U.S. Embassies and Consulates during 2007-2012.

- Assistant Detachment Commander, Kyiv, Ukraine U.S. Embassy, 2011-12

- Training / Morale and Welfare Supervisor, Bern Switzerland - U.S. Embassy, 2010-11

- Training Supervisor, Nairobi, Kenya - U.S. Embassy, 2009-10

- Network/Systems Administrator, Camp Pendleton, CA, 2007-09

EDUCATION:
Masters of Business Administration, University of Houston
Bachelor of Science in Business Management, U of H

PROFESSIONAL EXPERIENCE:
Project Manager, Arkitektura Development, Inc., 2017-Present, Responsible for safe completion of projects within the budget, on schedule, to the company's quality standards, and to the customer's satisfaction. Managing customer's expectations and ensuring that they are updated throughout process. Responsible for 15+ construction projects and scheduling of 20+ subcontractors at once.

Sales/Account Manager, American Christian A/C and Heating Co., 2012-2017, Researching and finding new leads that produces possible sales and new customers. External contact with individuals and offer current A/C & Heating packages. Work with external vendors & suppliers to evaluate current prices and negotiate contracts. Installation of new HVAC systems. Troubleshoot / diagnose problems with HVAC systems and repair if possible/necessary. Responsible for scheduling and ensuring that all customers were attended to in a timely manner.

ELEVATION GRANT EXPERIENCE:
- City of Houston 2015 & 2016 FMA Grants, 2015 HMGP
- Nassau Bay 2015, 2016, 2017, 2018, 2019 FMA Grants
- Jersey Village 2019 & 2020 Home Elevation Grant

HUGO CEJA
PROJECT MANAGER

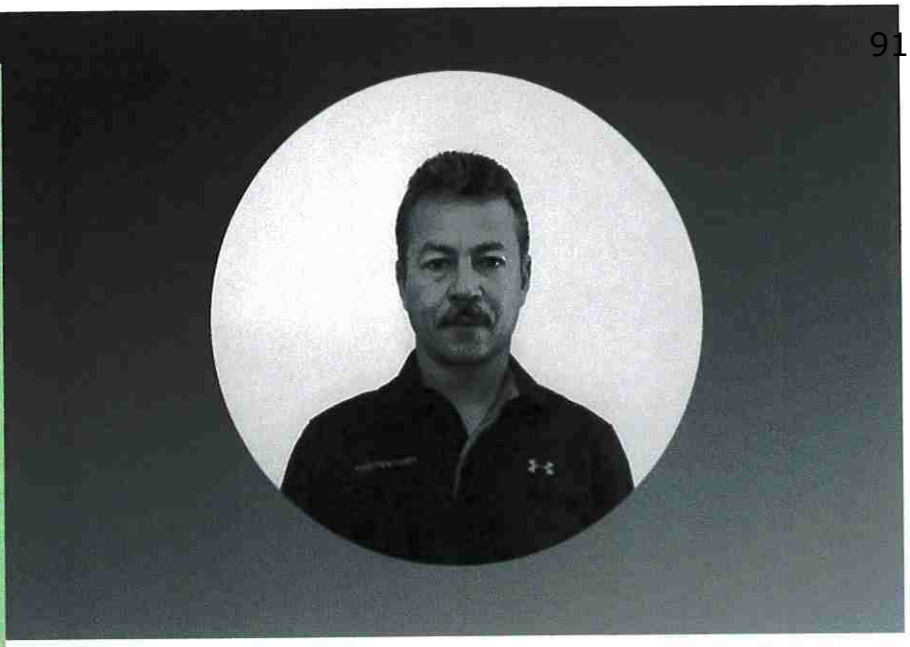
ADDRESS: 510 Bay Area Boulevard, League City, TX 77573

CELL PHONE: 281-226-0540

OFFICE PHONE: 281-957-9192

EMAIL: hugo@arkdevinc.com

WEBSITE: www.arkdevinc.com



ELEVATION GRANT EXPERIENCE:

- City of Houston 2015 & 2016 FMA Grants, 2015 HMGP

- Nassau Bay 2015, 2016, 2017, 2018, 2019 FMA Grants

- City of Teague FMA Home Elevation Grant 2017

- Brazoria County 2020 HMGP Home Elevation Grant

- Jersey Village 2019 & 2020 Home Elevation Grant

- Bevil Oaks 2020 FMA Elevation Grant Program

- Galveston County SRL Program 2014, 2015 & 2021

- Guadalupe County Elevation Grant 2014 & 2015

PROFESSIONAL EXPERIENCE:

- Project Manager, Arkitektura Development, Inc., 2017-Present, Supervised over 75 construction/elevation projects in the City of Houston Meyerland/Bellaire subdivisions. Managed trades and subcontractors, oversaw deliveries, central point of communication and organization, coordination of project, general estimates and more. Acted as liason between homeowner and centrral office.

- President, CJ's Flooring, 2011-2017, Supervised 4 different crews specializing in all types of flooring from tile to hardwood and carpet. Oversaw all aspects of company from day to day activities to overall business plan and mission.

- Superintendent of tile and cabinet work, Contreras Design Group, 2000-2004, Coodinated subcontractors for tile installation, managed all jobsite activities, collaborated with interior designer and homeowner to bring designs to realization.

- Superintendent, Fineas and Clover, 2000-2002, Job manager for all day to day operations at various construction sites, coordinated all subcontractors and trade

RICHARD KYLE LERA
PROJECT MANAGER

ADDRESS: 4417 Cherry Street,
Santa Fe, TX 7717

CELL PHONE: 281-309-8167

OFFICE PHONE: 281-957-9192

EMAIL: richard@arkdevinc.com

WEBSITE: www.arkdevinc.com

HONORS & ACTIVITIES:
Employee of the Month at Next Level Auto-Detail, August 2017

Offered service at Stone Oaks Assisted Living Facility, 2016-2017

Volunteer at the Houston Food Bank during Spring 2016

Volunteer for Mission Trip for Living Stones Church, 2016

Youth Pastor Program - Living Stones Church, 2015

SKILLS:
Ability to draw inferences and follow prescribed and detailed procedures to solve complex problems.

Microsoft Office: Word, Excel, Power Point, Outlook and Access

Proficient in Photoshop and Adobe Illustrator

EDUCATION:
Bachlor of Business Administration in Finance, The University of Texas at San Antonion, January 2017 - December 2020

PROFESSIONAL EXPERIENCE:
Project Manager, Arkitektura Development, Inc. - August 2021-Present - Coordination and completion of projects on time within budget and within scope of work. Implementing internal sales process improvement initiatives. Led driving results by providing direction, support and guidance to subcontractors. Prepare dailing and weekly budget projoections utilizing Microosoft Excel.

Manager & Operations Accountant, Next Level Auto-Detail - June 2017-January 2021 - Managed cost control of chemicals supplies, etc. Adhere to contract negotiations with potential suppliers. Coordinated with Senior Managers to introduce new methods and techniques.

ELEVATION GRANT EXPERIENCE:
- Brazoria County 2020 HMGP Home Elevation Grant
- Bevil Oaks 2020 FMA Elevation Grant Program

RECONSTRUCTION GRANT EXPERIENCE:
- Brazoria County 2020 Reconstruction Program
- Brazoria County GLO Grant Program
- City of Wharton GLO Grant Program
- City of Pasadena HOME Program

LOUIS KINCHEN
ELEVATION SPECIALIST

ADDRESS: 3845 Jasmine Drive,
Alvin, TX 77511

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OFFICE PHONE: 281-957-9192

EMAIL: louis@arkdevinc.com

WEBSITE: www.arkdevinc.com

ELEVATION GRANT EXPERIENCE:
- Orleans Parish
- Jefferson Parish
- Terrebonne Parish
- St. Charles Parish
- Plaquemines Parish
- St. Bernard Parish
- Harris County
- City of Houston
- Brazoria County
- Guadalupe County
- Galveston County
- City of Nassau Bay
- City of Teague
- Jersey Village
- Bevil Oaks
- Escambia County

PROFESSIONAL EXPERIENCE:
Elevation Specialist, Arkitektura Development, Inc., 2017-Present, Supervised over 150 turn key home elevations for privately funded projects and grant projects

Elevation Specialist, Hydra Moving & Raising, LLC, 2014-2017, Elevated over 300 structures in New Jersey and New York for Hurricane Sandy mitigation

Elevation Operator, Orleans Shoring LLC, 2007-2014, Managed all elevatoin and moving projects. Subcontracted work for Abry Bros, Patterson Structure Movers, Tim Clark Construction, and Davies Shoring. Maintained 15 elevations per week while moving 80 houses for the Builders of Hope Association in New Orleans, LA

Supervisor, Schuette Movers, 2005-2007, First person to move a concrete slab structure in WI state history. Moved three airplane hangers in Oshkosh, all 50 ft. wide and 300 ft. long.

Supervisor, Kinchen Structure Movers, 1996-2005, Supervised elevation projeccts on Mandeville, LA hoomes damaged by extensive flooding. Earned the 2004 Heaviest Structure Moved Award by the International Movers Association award for moving a building over 600 tons.

Supervisor, Hammond House Movers, 1992-1995, Supervisor of all elevations and house moving.

ALEXA SCOTT
ACCOUNTANT

ADDRESS: 808 Angelina Street, Webster, TX 77598

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OFFICE PHONE: 281-957-9192

EMAIL: alexa@arkdevinc.com

WEBSITE: www.arkdevinc.com

HONORS:
Accounting Honor Society - 2021
University of St. Thomas, Houston

CERTIFICATIONS:
Paralegal Studies Certificate, Rice University, Houston, TX - May 2017 - The paralegal certification course included coursework in legal terminology, legal writing, interviewing, field investigation, arbitration, procedures and legal research / legal document preparation including pleadings, discovery, motions and service of process.

SKILLS:
- Adobe Illustrator
- Adobe InDesign
- Adobe Lightroom
- Adobe Photoshop
- AutoCAD
- Chief Architect - Home Designer
- Microsoft Excel
- Microsoft Power Point
- Microsoft Word
- Quickbooks
- Rhinoceros 3D

EDUCATION:
Masters of Science, Accounting, University of St. Thomas, 2021
Bachelor of Arts, Studio Arts - University of St. Thomas, 2017

PROFESSIONAL EXPERIENCE:
Accountant, Arkitektura Development, Inc. - 2013-Present - Prepared all paperwork for city and county billing for FEMA grants. Manage documents for FEMA audits and employee expense reports. Digital management of all documents for federal audits. Formal P&L reports. Proficient in Quickbooks.

Design Development Coordinator, Arkitektura Development, Inc. - 2017-Present - Manage all homeowners architectural review packets and design correspondence. Manage all paperwork and informatin for City permitting. Prepared take off material and elevation specifications for FEMA SRL Home Elevation Grants. Contract documentation and preparatin. Proficient in AUTO CAD and 3D visuals.

Marketing, Arkitektura Development, Inc. - 2016-2020 - Organize website information and designed the website layout. Design logo, visual displays, presentation and marketing book. Photograph all projects at completion.

ELEVATION GRANT EXPERIENCE:
- City of Houston 2015 & 2016 FMA Grants, 2015 HMGP
- Nassau Bay 2015, 2016, 2017, 2018, 2019 FMA Grants
- City of Teague FMA Home Elevation Grant 2017
- Brazoria County 2020 HMGP Home Elevation Grant
- Jersey Village 2019 & 2020 Home Elevation Grant
- Bevil Oaks 2020 FMA Elevation Grant Program
- Galveston County SRL Program 2014, 2015, & 2021

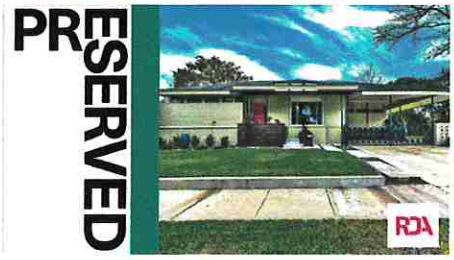
ARKITEKTURA DEVELOPMENT, INC.

2020 Houston Modern Home Tour

Mid-Century Elevated: How an Architecturally Significant House Was Lifted Above the Floodplain

Meyerlander Monthly: October 2019

Lifting Slab-On Grade Homes

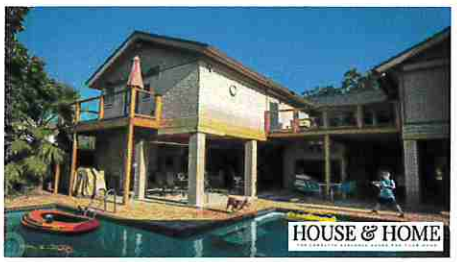


Rice Design Alliance 2019 Architecture Tour: ADAPT

Some Meyerland residents lifitng their homes after Harvey

City council gives firm green light to elevate oft-flooded Meyerland homes

Inside Access: Arkitektura home elevation company



IN SEARCH OF HIGHER GROUND

WATCH: Houston Houses Raised After Harvey

Bay Area combats flooding through home elevations

RAISE, REBUILD OR SELL? Tough decisions after Hurricane Harvey

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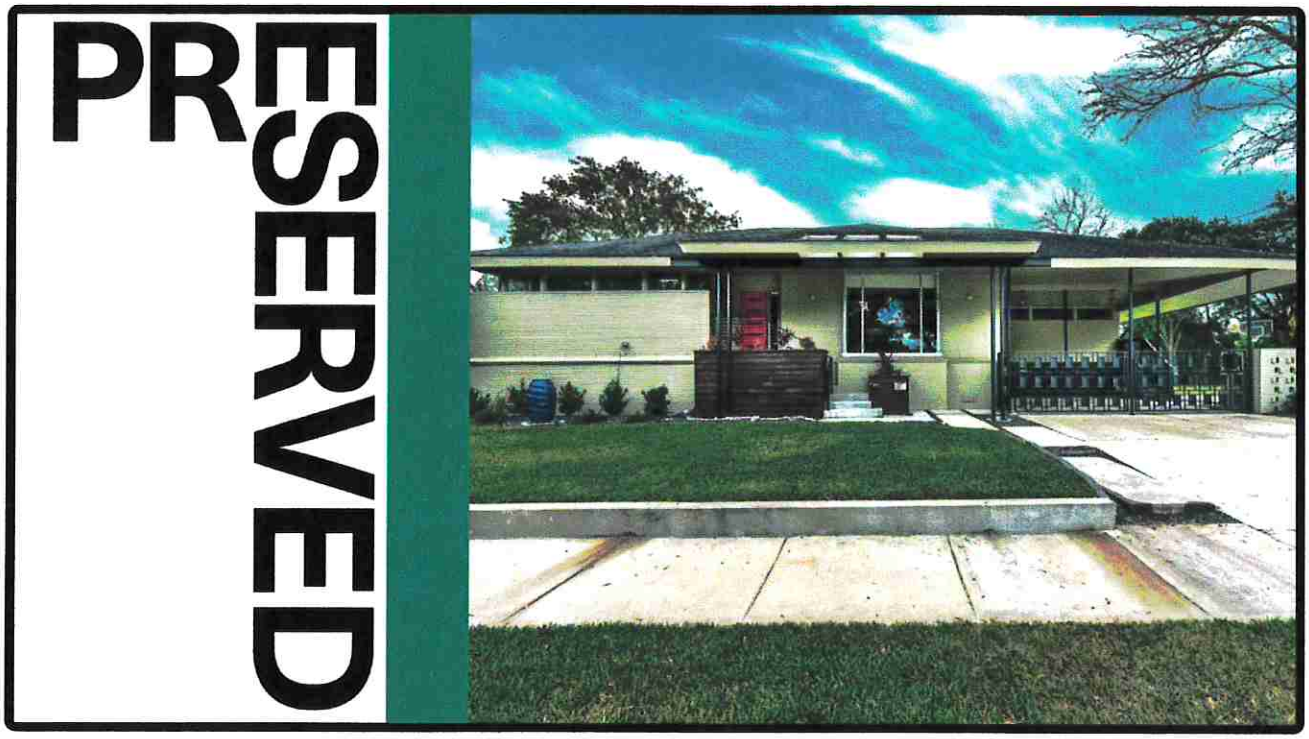
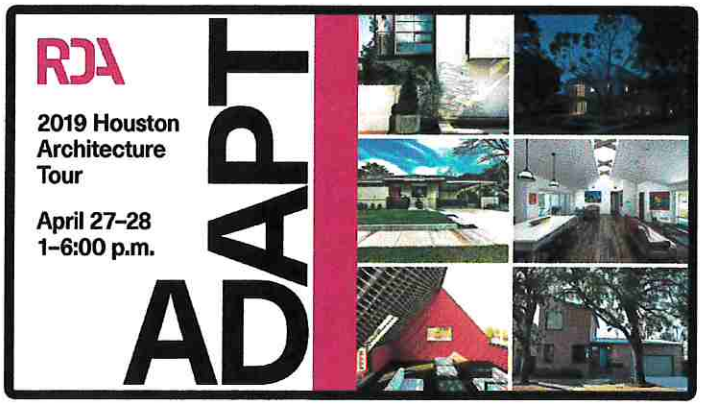
ARKITEKTURA





Elevation Selected to be part of the 2019 RICE Home Architecture Tour

Privately Funded Home Elevation
9707 Runnymeade Drive, Houston, TX 77096

Wolff Residence | Contract Amount: $294,499.00 | Lift Height: 5' | Project Completed: 07/2018
H/O Contact: Ed Wolff, edwolff@bethwolff.com, 713-446-9205 | Project Manager: Chris Sanchez

Scope of Work: Arkitektura Development, Inc. is a design build construction firm that specializes in home elevation, reconstruction, demolition, and ground up turn key commercial and residential projects. The following items denote the scope of work for the above residential elevation project: (1) Prepared civil and structural engineering, surveys, elevation certificates, and design documents for the City of Houston permitting and community HOA (2) Site preparation included installing a permiter fence, landscape removal, tree protection, and port-o-can placement (3) Excavation and tunnelling beneath the existing foundation to determine the structural load points for pushing of underground piles to refusal (typically a 5 by 5 foot grid) (4) Disconnect of all existing utilities including electrical, plumbing, and mechanical (5) Elevate house to required height by utilizing the Unified Jacking Machine and hydraulic hoses by 8" increment lifts of the existing foundation (6) Grade beams, corner columns, structural steel, block wall, flood vents, points of egress installed and reconnection of all utilities (7) Final site clean up and all final paperwork to close out the project with the City of Houston permitting (8) All of the cosmetic items on this project were completed during the project since it was a privately funded elevation project (9) A cost breakdown of this project can be provided upon request.

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ARKITEKTURA DEVELOPMENT, INC.

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ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
8/17/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Acentria Insurance - Panama City 1418 W 23rd Street, #200 Panama City FL 32405 License#: L100460	CONTACT NAME: Cory Chandler PHONE (A/C, No, Ext): 850-215-5346 FAX (A/C, No): 850-215-5360 E-MAIL ADDRESS: cory.chandler@acentria.com
INSURED Arkitektura Development, Inc. Ark Shoring, Inc 236 Ibis Street Webster TX 77598 ARKIDEV-01	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : United Specialty Insurance Company — 12537 INSURER B : Seneca Insurance Company, Inc. — 10936 INSURER C : Lloyds — 0 INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** 1258261149 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			ATN2231758	4/17/2022	4/17/2023	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 50,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						MED EXP (Any one person)	$ 5,000
	POLICY X PRO-JECT LOC						PERSONAL & ADV INJURY	$ 1,000,000
	OTHER:						GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						PER STATUTE OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBEREXCLUDED? N / A						E.L. EACH ACCIDENT	$
	(Mandatory in NH)						E.L. DISEASE - EA EMPLOYEE	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	$
B C	Riggers Professional Liability			CIM2302283 KAE0000494	10/31/2021 10/30/2021	10/31/2022 10/30/2022	Any One Lift Per Claim Limit	$500,000 $1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Additional Insured applies with regard to Commercial General Liability if required in a written contract
Waiver of subrogation applies with regard to Commercial General Liability if required in a written contract

CERTIFICATE HOLDER

Jefferson County Purchasing Department
1149 Pearl Street, 1st Floor
Beaumont TX 77701

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Charles H. Fyfield

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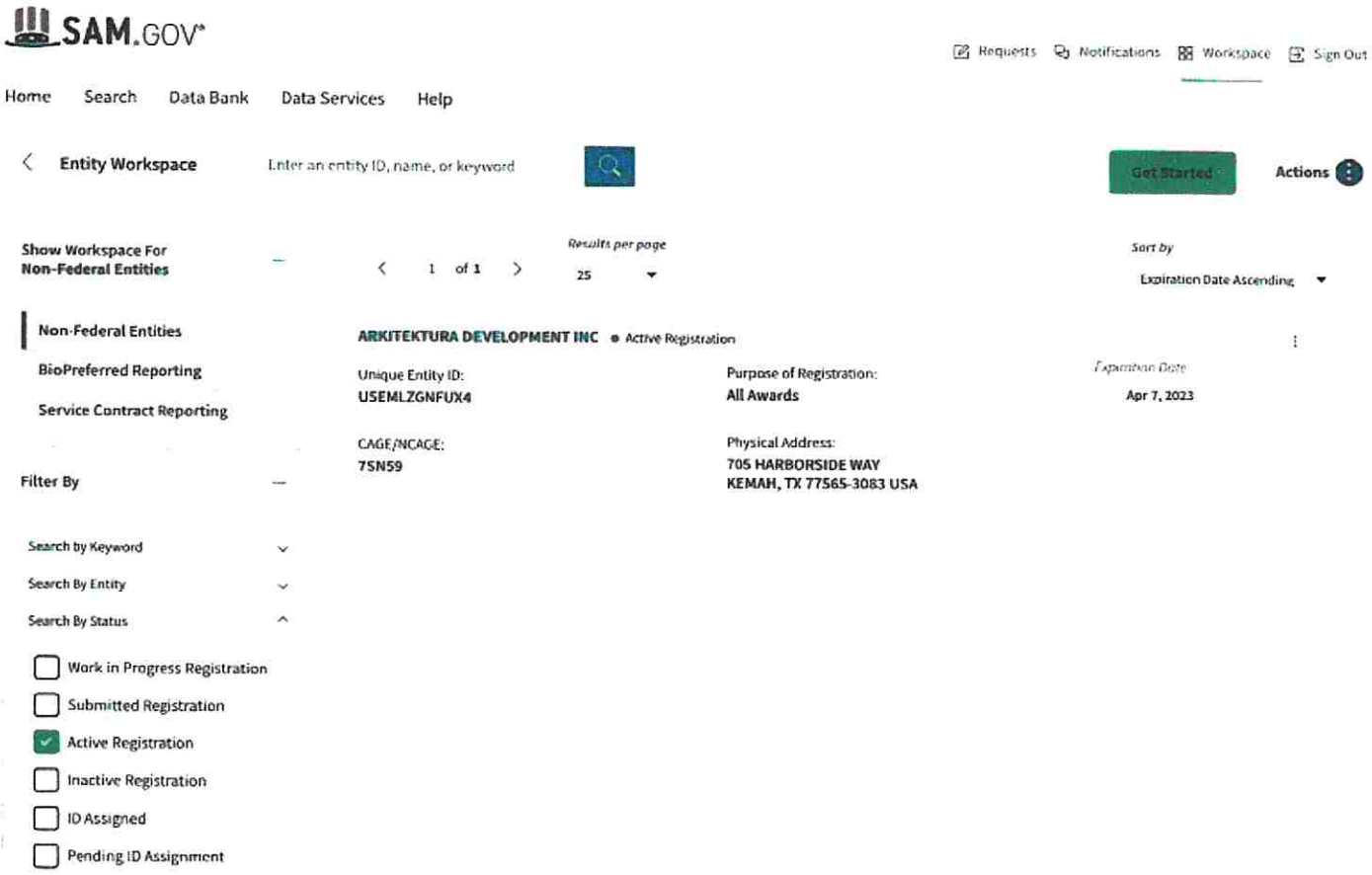

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CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2022-924607

Date Filed:
08/21/2022

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Arkitektura Development Inc
Webster, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
Jefferson County

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
RFQ 22-047 / MR
Residential Home Elevations for HMA, TWDB, and BRIC Disaster Funding Recipients. Pursuant to Chapter 262, Texas Local Government Code, The County Purchasing Act and 2 CFR Section 200.318-326

4 Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party. [X]

6 UNSWORN DECLARATION

My name is PHILLIP CONTRERAS, and my date of birth is 10-16-67.

My address is 1039 LIVERMORE ST, WEBSTER, TX, 77598, USA.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in HARRIS C County, State of TEXAS, on the 21 day of AUG, 2022.
(month) (year)

Signature of authorized agent of contracting business entity
(Declarant)

Forms provided by Texas Ethics Commission www.ethics.state.tx.us Version V1.1.191b5cdc

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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 Arkitektura Development, Inc. certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Phillip Contreras, Owner

Name and Title of Contractor's Authorized Official

August 25, 2022

Date

REQUIRED FORM
Bidder: Please complete this form and include with bid submission.

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DEBARMENT/SUSPENSION CERTIFICATION

Non-Federal entities and contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, Debarment and Suspension (1986) and Executive Order 12689, Debarment and Suspension (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (No procurement Debarment and Suspension).

This requirement applies to all FEMA grant and cooperative agreement programs.

Federal Executive Order (E .O.) 12549 "Debarment" requires that all contractors receiving individual awards, using federal funds, and all sub recipients certify that the organization and its principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from doing business with the Federal Government. By signing this document, you certify that your organization and its principals are not debarred. Failure to comply or attempts to edit this language may disqualify your bid. Information on debarment is available at the following websites: www.sam.gov and https://acguisition.qov/far/index.html see section 52.209-6.

The Contractor Arkitektura Development, Inc. certifies or affirms by your signature that neither you nor your principal is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

Signature of Contractor's Authorized Official

Phillip Contreras, Owner

Name and Title of Contractor's Authorized Official

August 25, 2022

Date

REQUIRED FORM
Bidder: Please complete this form and include with bid submission.

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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.

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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.

Phillip Contreras

Signature of Contractor's Authorized Official

Phillip Contreras, Owner

Name and Title of Contractor's Authorized Official

August 25, 2022

Date

REQUIRED FORM
Bidder: Please complete this form and include with bid submission.

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RESPONDENT INFORMATION FORM

Instructions: Complete the form below. Please provide legible, accurate, and complete contact information. PLEASE PRINT.

RFQ Number & Name: (RFQ 22-047) Contractor Qualifications for Residential Home Elevation for HMA, TWDB and BRIC Disaster Funding Recipients

Respondent's Company/Business Name: Arkitektura Development, Inc.

Respondent's TAX ID Number: 27-1999204

***If Applicable*:** **HUB Vendor No.** _____ **DBE Vendor No.** _____

Contact Person: Phillip Contreras **Title:** Owner

Phone Number (with area code): 832.385.0106

Alternate Phone Number if available (with area code): 281.957.9192

Fax Number (with area code): 281.957.9192

Email Address: condg1@yahoo.com

Mailing Address (Please provide a physical address for bid bond return, if applicable):

236 Ibis Street
Address

Webster, Texas 77565
City, State, Zip Code

REQUIRED FORM
Respondent: Please complete this form and include with RFQ submission.

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VENDOR REFERENCES FORM

Respondent: Please list at least three (3) companies or governmental agencies (preferably a municipality) where the same or similar products and/or services as contained in this specification package were recently provided.

REQUIRED FORM
Respondent: Please complete this form and include with RFQ submission.

REFERENCE ONE

Government/Company Name: City of Bevil Oaks
Address: 13560 River Oaks Blvd, Bevil Oaks, Texas 77713
Contact Person and Title: Barbara Emmons, Grant Administrator
Phone: (409) 937-4037 Fax:
Email Address: bemmons@cityofbevloaks.com Contract Period: Any
Scope of Work: 21 home elevations. Arkitektura awarded all 21 homes.

REFERENCE TWO

Government/Company Name: Brazoria County
Address: 451 N. Velasco Street, Suite 100, Angleton, Texas 77515
Contact Person and Title: Joe Ripple, Grant Administrator
Phone: (979) 864-1295 Fax:
Email Address: joer@brazoria-county.com Contract Period: Any
Scope of Work: TDEM Elevation Grant

REFERENCE THREE

Government/Company Name: City of Nassau Bay
Address: 1800 Space Park Drive #200, Nassau Bay, Texas 77058
Contact Person and Title: Phil Hampsten, Grant Administrator
Phone: (512) 577-6134 Fax:
Email Address: phil@hampstenconsulting.com Contract Period: Any
Scope of Work: 15 home elevations; FEMA grant overseen by the Texas Water Development Board

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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.

Phillip Contreras

Signature of Contractor's Authorized Official

Phillip Contreras, Owner

Name and Title of Contractor's Authorized Official *(Please Print)*

August 20, 2022

Date

REQUIRED FORM
Respondent: Please complete this form and include with RFQ submission.

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SIGNATURE PAGE

As permitted under Article 4413 (32c) V.A.C.S., other governmental entities may wish to participate under the same terms and conditions contained in this contract (i.e., piggyback). In the event any other entity participates, all purchase orders will be issued directly from and shipped directly to the entity requiring supplies/services. Jefferson County shall not be held responsible for any orders placed, deliveries made or payment for supplies/services ordered by another entity. Each entity reserves the right to determine their participation in this contract.

Would Respondent be willing to allow other governmental entities to piggyback off this contract, if awarded, under the same terms and conditions? ..... **Yes** ☐ **No** ☑

This Statement of Qualifications/RFQ Response shall remain in effect for ninety (90) days from RFQ opening and shall be exclusive of federal excise and state and local sales tax (exempt).

The undersigned agrees, if this RFQ response is accepted, to furnish any and all items upon which prices are offered, at the price and upon the terms and conditions contained in the Request for Statements of Qualification, Conditions of RFQ Response, Terms of Contract, and Specifications and all other items made a part of the accepted contract.

The undersigned affirms that they are duly authorized to execute the contract, that this company, corporation, firm, partnership or individual has not prepared this RFQ response in collusion with any other Respondent, and that the contents of this RFQ response as to prices, terms or conditions of said response have not been communicated by the undersigned nor by any employee or agent to any other RFQ Respondent or to any other person(s) engaged in this type of business prior to the official opening of this RFQ. And further, that neither the Respondent nor their employees nor agents have been for the past six (6) months directly nor indirectly concerned in any pool or agreement or combination to control the price of goods or services on, nor to influence any person to respond or not to respond thereon.

Arkitektura Development Inc.
RFQ Respondent (Entity Name)

236 Ibis Street
Street & Mailing Address

Webster, Texas 77598.
City, State & Zip

832.385.0106
Telephone Number

condg1e@yahoo.com
E-mail Address

Signature

Phillip Contreras
Print Name

August 20, 2022
Date Signed

281.957.9192
Fax Number

REQUIRED FORM
Respondent: Please complete this form and include with RFQ submission.

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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:	**Status of Federal Action:**	**Report Type:**
B a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	A a. bid/offer/application b. initial award c. post-award	A a. initial filing b. material change

Name and Address of Reporting Entity: ✓ Prime ____ Sub-awardee Tier____, if Known: Arkitektura Development, Inc. 236 Ibis Street Webster Texas 77598 **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:** RFQ 22-047/MR CFDA Number, *if applicable*: ____
Federal Action Number, *if known:*	**9. Award Amount,** *if known:* **$**
10. a. Name and Address of Lobbying Registrant *(if individual, last name, first name, MI):*	**b. Individuals Performing Services** *(including address if different from No. 10a) (last name, first name, MI):*
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.	**Signature:** [signature] **Print Name:** Phillip Contreras **Title:** Owner **Telephone No.:** 832.395.0194 **Date:** 8/20/22
Federal Use Only	**Authorized for Local Reproduction** **Standard Form - LLL (Rev. 7-97)**

REQUIRED FORM
Respondent: Please complete this form and include with RFQ submission.

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CONFLICT OF INTEREST QUESTIONNAIRE

CONFLICT OF INTEREST QUESTIONNAIRE **FORM CIQ**
For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. *See* Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY
Date Received

1 **Name of vendor who has a business relationship with local governmental entity.**
Arkitektura Development, Inc.

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 Phillip C
Signature of vendor doing business with the governmental entity

8.20.2022
Date

Adopted 8/7/2015

REQUIRED FORM
Respondent: Please complete this form and include with RFQ submission.

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RESIDENCE CERTIFICATION/TAX FORM

Pursuant to Texas Government Code §2252.001 *et seq*., as amended, Jefferson County requests Resident Certification. §2252.001 *et seq*. of the Government Code provides some restrictions on the awarding of governmental contracts; pertinent provisions of §2252.001 are stated below:

(3) "Non-resident RFQ Respondent" refers to a person who is not a resident.

(4) "Resident RFQ Respondent" refers to a person whose principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

☑ I certify that Arkitektura Development [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.):	27-1999204
Company Name submitting bid/proposal/response:	Arkitektura Development Inc.
Mailing address:	236 Ibis Street, Webster, Texas 77598
If you are an individual, list the names and addresses of any partnership of which you are a general partner:	

Property: List all taxable property owned by you or above partnerships in Jefferson County.

Jefferson County Tax Acct. No.*	Property address or location**

* This is the property amount identification number assigned by the Jefferson County Appraisal District.

** For real property, specify the property address or legal description. For business property, specify the address where the property is located. For example, office equipment will normally be at your office, but inventory may be stored as a warehouse or other location.

REQUIRED FORM
Respondent: Please complete this form and include with RFQ submission.

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HOUSE BILL 89 VERIFICATION

I, Phillip Contreras, the undersigned representative of (company or business name) Arkitektura Development Inc. (heretofore referred to as company) being an adult over the age of eighteen (18) years of age, after being duly sworn by the undersigned notary, do hereby depose and verify under oath that the company named above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270:

1. Does not boycott Israel currently; and
2. Will not boycott Israel during the term of the contract.

Pursuant to Section 2270.002, Texas Government Code:

1. "**Boycott Israel**" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made ordinary business purposes; and

2. "**Company**" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or an limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business association that exist to make a profit.

Signature of Company Representative

August 20, 2022
Date

On this 20th day of August, 2022, personally appeared Phillip Contreras, the above-named person, who after by me being duly sworn, did swear and confirm that the above is true and correct.

Notary Seal

Alexa Contreras
NOTARY PUBLIC - STATE OF TEXAS
ID# 13125944-9
COMM. EXP. 08-24-2025

Notary Signature

August 20, 2022
Date

REQUIRED FORM
Respondent: Please complete this form and include with RFQ submission.

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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.

Arkitektura Development, Inc.
Company Name

RFQ 22-047/MR
IFB/RFP/RFQ number

Certification check performed by:

Purchasing Representative

Date

REQUIRED FORM
Respondent: Please complete this form and include with RFQ submission.

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RESPONDENT'S CERTIFICATION

I have carefully examined the Request for Proposal Specifications, and any other documents accompanying or made a part of this Request for Proposals.

I hereby propose to furnish the goods or services specified in the Request for Proposal. I agree that my proposal will remain firm for a period of up to **90 days** in order to allow Jefferson County adequate time to evaluate the qualifications submitted.

I verify that all information contained in this proposal is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this proposal on behalf of the firm as its act and deed and that the firm is ready, willing and able to perform if awarded the contract.

I further certify, under oath, that this proposal is made without prior understanding, agreement, connection, discussion, or collusion with any other person, firm or corporation submitting a proposal for the same product or service: no officer, employee or agent of Jefferson County or any other Respondent is interested in said proposal: and that the undersigned executed this Respondent's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

Arkitektura Development Inc.
NAME OF BUSINESS

BY:
SIGNATURE

Phillip Contreras, Owner
NAME & TITLE, TYPED OR PRINTED

236 Ibis Street
MAILING ADDRESS

Webster, Texas 77598
CITY, STATE, ZIP CODE

(832) 385-0106
TELEPHONE NUMBER

Sworn to and subscribed before me
this 22ND day of
August, 2022

Notary Public

State of Texas

My Commission Expires: 8-24-2025

Alexa Contreras
NOTARY PUBLIC - STATE OF TEXAS
ID# 13125944-9
COMM. EXP. 08-24-2025

REQUIRED FORM
Respondent: Please complete this form and include with RFQ submission.

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JEFFERSON COUNTY PURCHASING DEPARTMENT
Deborah L. Clark, Purchasing Agent

1149 Pearl Street
1st Floor, Beaumont, TX 77701

OFFICE MAIN: (409) 835-8593
FAX: (409) 835-8456

August 9, 2022

Request for Statements of Qualifications
(RFQ 22-044/MR) Elevation Certificates for Flood Pre-Mitigation, Pursuant to Chapter 262, Texas Local Government Code, the County Purchasing Act and 2 CFR Section 200.318-326

Jefferson County is seeking submittals from qualified firms to provide professional surveying in accordance with Request for Statements of Qualifications (RFQ 22-044/MR) **Elevation Certificates for Flood Pre-Mitigation, Pursuant to Chapter 262, Texas Local Government Code, the County Purchasing Act and 2 CFR Section 200.318-326**

All interested firms should obtain a "Request for Qualifications" specifications packet from the Jefferson County Purchasing webpage at: https://www.co.jefferson.tx.us/Purchasing/

All submittals shall be evaluated by an Evaluation Committee. This committee will evaluate submissions to this request and select the firm that is most qualified, responsive, and experienced.

Responses are to be sealed and addressed to the Purchasing Agent with the request for qualifications number and name marked on the outside of the envelope or box. All responses shall be submitted with an original and (five) 5 copies, to the Jefferson County Purchasing Department, 1149 Pearl Street, 1st Floor, Beaumont, Texas 77701, no later than 11:00 am CT, Wednesday, August 31, 2022. Jefferson County does not accept responses submitted electronically. Responses will be publicly opened and the names of responding firms will be read aloud in the Jefferson County Engineering Department Conference Room (5th Floor, Historic Courthouse) 1149 Pearl Street, Beaumont, Texas 77701 at the time and date below. Statements of Qualifications received after that time will be considered late and will be returned unopened. Inquiries shall be directed to Mistey Reeves, Assistant Purchasing Agent at 409-835-8593 or mreeves@co.jefferson.tx.us. If no response in 72 hours, contact Deborah Clark, Purchasing Agent at 409-835-8593 or dclark@co.jefferson.tx.us.

REQUEST NAME:	**Elevation Certificates for Flood Pre-Mitigation, Pursuant to Chapter 262, Texas Local Government Code, the County Purchasing Act and 2 CFR Section 200.318-326**
REQUEST NUMBER:	**RFQ 22-044/MR**
DUE DATE/TIME:	**11:00 am CT, Wednesday, August 31, 2022**
MAIL OR DELIVER TO:	**Jefferson County Purchasing Department** **1149 Pearl Street, 1st Floor** **Beaumont, TX 77701**

Jefferson County encourages Disadvantaged Business Enterprises (DBEs), Minority/Women Business Enterprises (M/WBEs), and Historically Underutilized Businesses (HUBs) to participate in the bidding process. Jefferson County does not discriminate on the basis of race, color, national origin, sex, religion, age or disability in employment, or the provisions of services. Individuals requiring special accommodations are requested to contact our office at least seven (7) days prior to the bid due date (at 409-835-8593) to make appropriate arrangements.

All interested firms are invited to submit a proposal in accordance with the terms and conditions stated in this request.

Respondents are strongly encouraged to carefully read the entire invitation, as failure to return and/or complete all required documentation will result in a response being declared as non-responsive.

Sincerely,

Deborah Clark

Deborah L. Clark, Purchasing Agent
Jefferson County, Texas

PUBLISH:
Beaumont Enterprise & Port Arthur News:
August 10th & 17th, 2022
Examiner **August 18, 2022**

TABLE OF CONTENTS 1
SECTION 1: INTRODUCTION 2
1.1 PURPOSE 2
1.2 PROCEDURE 2
1.3 EVALUATION COMMITTEE 2
1.4 EVALUATION PROCESS 3
1.5 FIRM's SERVICES 3
1.6 LAWS AND REGULATIONS 3
1.7 INSURANCE REQUIREMENTS 3
1.8 WORKER'S COMPENSATION INSURANCE 4
1.9 TERMS AND CONDITIONS 5
INSERTION PAGE: CERTIFICATE OF INSURANCE (COI) 7
SECTION 2: RFQ SUBMISSION REQUIREMENTS AND SPECIAL REQUIREMENTS 8
BYRD ANTI-LOBBYING CERTIFICATION FORM 21
DEBARMENT/SUSPENSION CERTIFICATION 22
CIVIL RIGHTS COMPLIANCE PROVISIONS 23
SECTION 3: RFQ SUBMISSION REQUIREMENTS AND SPECIAL REQUIREMENTS 25
3.1 SUBMISSION OF QUALIFICATIONS 25
3.2 DEADLINE FOR RESONSE SUBMISSIONS/DELIVERY 25
3.3 COURTHOUSE SECURITY 25
3.4 COUNTY HOLIDAYS (2022) 26
3.5 SUBMISSIONS DURING TIME OF INCLEMENT WEATHER, DISASTER, OR EMERGENCY 26
3.6 PRE-PROPOSAL CONFERENCE 26
3.7 QUESTIONS/DEADLINE FOR QUESTIONS 26
3.8 VENDOR REGISTRATION: SAM (SYSTEM FOR AWARD MANAGEMENT) 26
3.9 FORM 1295 SUBMISSION REQUIREMENT (TEXAS ETHICS COMMISSION) 27
SAMPLE FORM 1295 28
INSERTION PAGE: COMPLETED FORM 1295 29
INSERTION PAGE: SYSTEM FOR AWARD MANAGEMENT (SAM) REGISTRATION PROOF 30
3.10 MINIMUM REQUIMENTS: FIRM INFORMATION 31
3.11 ADDITIONAL INFORMATION FOR RESPONSE INCLUSION 31
3.12 CONFIDENTIAL/PROPRIETARY INFORMATION 31
3.13 EVALUATION SCORING CRITERIA 32
RESPONDENT INFORMATION FORM 33
VENDOR REFERENCE FORM 34
SIGNATURE PAGE 35
CERTIFICATION REGARDING LOBBYING 36
DISCLOSURE OF LOBBYING ACTIVITIES 37
CONFLICT OF INTEREST QUESTIONNAIRE 39
LOCAL GOVERNMENT OFFICER – CONFLICT OF INTEREST DISCLOSURE STATEMENT (OFFICE USE ONLY) 41
RESIDENCE CERTIFICATION/TAX FORM 42
HOUSE BILL 89 VERIFICATION 43
SENATE BILL 252 CERTIFICATION 44
RESPONDENT'S CERTIFICATION 45

1.1 PURPOSE AND SCOPE OF WORK.

Jefferson County is requesting statements of qualifications and experience from all interested surveying firms desiring to provide professional surveying services for the County as the need for these services arises. The range of services to provide will be broad and will involve developing pre-mitigation elevation certificates for homes that will be elevated in Jefferson County. **This RFQ will be utilized to engage firms for future, undefined projects, and an indefinite quantity of surveying services as need arises.**

PROJECT DESCRIPTION

Jefferson County is seeking qualified surveying firm(s) to assist the County by developing pre-mitigation elevation certificates for homes that will be elevated in the Jefferson County Hazard Mitigation Grant Program Elevation Project. Jefferson County intends to enter into an Agreement with one (1) or more prime firm(s) to provide services for the following:

- Develop up to 150 pre-mitigation elevation certificates. The first batch of homes requiring elevation certificates will be up to 4. Subsequent batches of elevation certificates, consisting of 20-40 homes each will be ordered over the next one to two years. *Note: A small percentage of homeowners who will participate in the county elevation project already have elevation certificates, and will not require another elevation certificate, prior to receiving the notice to proceed with the elevation.*

- Firms are to perform all necessary work on all assigned election certificates for each batch of homes, within a thirty (30) day period.

- The awarded firm(s) will be issued a Notice to Proceed for each batch of homes.

MINIMUM REQUIREMENTS

- Minimum of three (3) years' experience of developing elevation certificates.

- Minimum of three (3) years firm and firm ownership/key staff experience in developing elevation certificates.

- Background check, criminal and/or affidavit of no suspensions or criminal actions against owners and or company for non-performance of work.

1.2 PROCEDURE.

Firms are encouraged to submit statements of qualifications and experience to be kept on file in the Jefferson County Purchasing Department. For a given project, the responsible Jefferson County Commissioners' Court will appoint a selection committee, which will evaluate responses and select, in order of preference, a short list of at least three firms. Responses will be ranked on the basis of demonstrated experience, competence, and qualifications. Fees, price, work hours, or any other cost information will not be considered in the development of the short list.

Jefferson County will then enter into negotiations with the highest qualified firm. The negotiations will first establish the scope, terms and conditions, and time limits for the proposed contract. Once agreement is reached between Jefferson County and the selected firm, the County will request a fee proposal from the firm. If agreement is reached, the County will retain the firm and enter into a written contract with it. If an agreement cannot be negotiated with the selected firm, the County will then enter into negotiations with the next most qualified firm. This procedure will continue until agreement is reached and a contract is produced. If the County cannot negotiate an agreement, the procedure will be terminated.

1.3 SELECTION REVIEW COMMITTEE.

Because of the diversity of the departments and activities of the County, Jefferson County Commissioners' Court will appoint the Selection Review Committee for this Request for Qualifications. The Purchasing Agent may appoint a Chairperson and no less than two (2) other members for the committee. Typically, the committee will consist of at least one professional in the task required, a person knowledgeable about procurement practices, and either a representative of the department

requesting the project, or the department executing the project. However, this structure is not binding and subject to change at the discretion of the Purchasing Agent. Other members may be appointed to the Evaluation Committee as necessary and appropriate, but the total number of persons committee shall not exceed five (5) persons. Committee appointments shall be in writing and shall briefly describe the scope of the project and, if necessary, the primary disciplines required to accomplish the project in order to assist the committee in developing a list of firms that might best accomplish the work required. Committee membership and project requirements will vary from project to project. Therefore, a firm rated number one for one project could be considered not qualified or ranked lower on another project.

1.4 EVALUATION PROCESS.

While Jefferson County appreciates a brief, straight-forward, and concise reply; Respondent must fully understand that the evaluation is based on the information provided. Accuracy and completeness are essential. Omissions, ambiguous, and equivocal statements may be construed against the respondent. The RFQ response may be incorporated into any contract which results from this RFQ, and vendor(s) are cautioned not to make claims or statements it is not prepared to commit to contractually. Failure of the vendor to meet such claims will result in a requirement that the vendor provide resources necessary to meet submitted claims.

The Jefferson County Purchasing Department may initiate discussions with selected vendors; however, discussions may not be initiated by vendors.

The Jefferson County Purchasing Department expects to conduct discussions with vendor's representatives authorized to contractually obligate the vendor with an offer. **Vendors shall not contact any Jefferson County personnel during the RFQ process without the express permission from the Jefferson County Purchasing Agent. The Purchasing Agent will disqualify any vendor who has made site visits, contacted Jefferson County personnel, or distributed any literature without authorization from the Jefferson County Purchasing Department.**

All correspondence relating to this RFQ, from advertisement to award shall be sent to the Jefferson County Purchasing Department. All presentations and/or meetings between Jefferson County and the vendor relating to this RFQ shall be coordinated by the Jefferson County Purchasing Department.

Selected vendors may be expected to make a presentation/product demonstration to an Evaluation Committee. Proposals, vendor presentations, and product/service evaluations may develop into negotiating sessions with the vendor(s) as selected by the Evaluation Committee. Jefferson County expects to conduct negotiations with vendor representatives authorized to contractually obligate the vendor with an offer. If vendor is unable to agree to contract terms and conditions, Jefferson County reserves the right to terminate contract negotiations with that vendor and initiate negotiations with another vendor. In addition to a presentation, visits by the Evaluation Committee to representative vendor client sites may be conducted where the proposed solution can be demonstrated in a production environment.

1.5 SURVEYOR FIRM's SERVICES.

A. A description of services that may be utilized under this RFQ includes:
   1. Develop pre-mitigation elevation certificates.

1.6 LAWS AND REGULATIONS.

A. The Surveyor Firm(s) must comply with all laws, ordinances, and rules and regulations which govern the work specified in this contract.

1.7 INSURANCE.

The contractor (including any and all subcontractors as defined in **Section 8.1.3** below) shall, at all times during the term of this contract, maintain insurance coverages with not less than the type and requirements shown below. Such insurance is to be provided at the sole cost of the contractor. These requirements do not establish limits of the contractor's liability.

All policies of insurance shall waive all rights of subrogation against the County, its officers, employees and agents; a copy of the policy wording or endorsement is required.

Contractor shall furnish Jefferson County with Certificate of Insurance naming Jefferson County as additional insured and will provide the actual policy wording or endorsement showing as such.

Minimum Insurance Requirements:

Public Liability, including Products & Completed Operations	$1,000,000
Excess Liability	$1,000,000

Property Insurance (policy below that is applicable to this project):

Improvements & Betterments Policy: Improvements/Remodeling (for Lease Tenants)
Builder's Risk Policy: Structural Coverage for Construction Projects
Installation Floater Policy: Improvements/Alterations to Existing Structure

Workers' Compensation Statutory Coverage (**See Section 1.8 Below**)

1.8 WORKER'S COMPENSATION INSURANCE.

1.8.1 Definitions:

1.8.1.1 **Certificate of coverage ("Certificate")** – A copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a coverage agreement, DWC-81, DWC-82, DWC-83, or DWC-84 showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.

1.8.1.2 **Duration of the project** – Includes the time from the beginning of the work on the project until the contractor's/person's work on the project has been completed and accepted by the governmental entity.

1.8.1.3 **Persons providing services on the project ("subcontractor") in article 406.096** – Includes all persons or entities performing all or part of the services under the contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractor, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project. "Services" includes, without limitation, providing, hauling or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

1.8.2 The Contractor shall provide coverage, based on proper reporting of classification code and payroll amounts and filing any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the contractor providing services on the project, for the duration of the project.

1.8.3 The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract – refer **to Section 1.7** above.

1.8.4 If the coverage period shown on the Contractor's current certificate of coverage ends during the duration of the project, the Contractor must, prior to the end of the coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been extended.

1.8.5 The Contractor shall obtain from each person providing services on a project, and provide to the governmental entity:

1.8.5.1 A certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project; and

1.8.5.2 No later than seven (7) days after receipt by the Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate ends during the duration of the project.

1.8.6 The Contractor shall retain all required certificates of coverage for the duration of the project and for one (1) year thereafter.

1.8.7 The Contractor shall notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.

1.8.8 The Contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Department of Workers' Compensation, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.

1.8.9 The Contractor shall contractually require each person with whom it contracts to provide services on a project to:

1.8.9.1 Provide coverage, based on reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all its employees providing services on the project, for the duration of the project.

1.8.9.2 Provide to the Contractor, prior to that person beginning work on the project a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project.

1.8.9.3 Provide the Contractor, prior to the end of coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.

1.8.9.4 Obtain from each person with whom it contracts, and provide to the Contractor:

1.8.9.4.1 A certificate of coverage, prior to the other person beginning work on the project; and

1.8.9.4.2 the coverage period, if the coverage period shown on the current certificate of a new certificate of coverage showing extension of coverage, prior to the end of coverage ends during the duration of the project.

1.8.9.5 Retain all required certificates of coverage on file for the duration of the project and for one (1) year thereafter.

1.8.9.6 Notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and

1.8.9.7 Contractually require each person with whom it contracts to perform as required by paragraphs **1.8.1. – 1.8.7**., with the certificates of coverage to be provided to the person for whom they are providing services.

1.8.10 By signing this contract or providing or causing to be provided a certificate of coverage, the Contractor is representing to the governmental entity that all employees of the contractor who will provide services of the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

1.8.11 The Contractor's failure to comply with any of these provisions is a breach of contract by the Contractor which entitles the governmental entity to declare the contract void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the governmental entity.

1.9 TERMS AND CONDITIONS.

1. Jefferson County reserves the right to request clarification of information submitted and to request additional information of one or more respondents.

2. Any agreement or contract resulting from this RFQ shall be on forms approved by Jefferson County and shall contain, at minimum, applicable provisions of this document. Jefferson County reserves the right to reject any

agreement that does not conform to this document and any County requirements and contracts.

3. The Surveyor shall not assign any interest in the contract and shall not transfer any interest in the same without prior written consent of the County.

4. No reports, information, or data given to or prepared by the Surveyor under contract shall be made available to any individual or organization by the Surveyor without the prior written approval of the County.

RESPONDENT: INSERT COPY OF CERTIFICATE OF INSURANCE (COI) BEHIND THIS PAGE.

Note: For RFQ response submission purposes, a general COI will suffice. However, a COI that includes the notation that "Jefferson County as an additional insured" will be required from Awarded Respondent(s) prior to the issuance of a Purchase Order.

REMEDIES

(For all awarded contracts with a value greater than $150,000.00)

Any violation or breach of terms of this contract on the part of the Contractor or the Contractor's subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this contract. The duties and obligations imposed by the contract documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. Any violation or breach of terms of this contract of the Contractor or the Contractor's sub-contractors will be subject to the remedies, including liquidated damages, described in the bid specifications or Request for Proposal and the Client rules and regulations and special conditions which are incorporated herein by reference in their entirety.

TERMINATION FOR CAUSE AND CONVENIENCE

(For all awarded contracts with a value greater than $10,000.00)

The Client reserves the right to terminate this contract for cause or convenience pursuant to the rules and regulations and special conditions which are incorporated herein by reference in their entirety.

EQUAL EMPLOYMENT OPPORTUNITY

(For all awarded contracts that meet the definition of "federally assisted construction contract" provided in 41 CFR Part 60-1.3) ***Contractor must complete enclosed certification***

During the performance of this contract, the contractor agrees as follows:

1. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:
Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this non-discrimination clause.

2. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

3. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

4. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

6. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation

to ascertain compliance with such rules, regulations, and orders.

7. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

8. The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

DAVIS-BACON ACT AND COPELAND "ANTI-KICKBACK" ACT

(The Davis-Bacon Act only applies to the Emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant Program. It DOES NOT apply to other FEMA grant and cooperative agreement programs, including the Public Assistance Program.

1. ***Minimum wages.***

   i. All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 193 7 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage dete1mination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

   Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1 (b)(2) of the

Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(l)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in §5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided,* that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(l)(ii) of this section) and the Davis Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

ii. (A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination, and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

2) The classification is utilized in the area by the construction industry; and

3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions , including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D)The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(l)(ii) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

i. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

ii. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided,* That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account asset for the meeting of obligations under the plan or program.

2. ***Withholding.***

The Federal Agency and/or Client shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 193 7 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the (Agency) may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. ***Payrolls and basic records.***

i. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section l (b) (2) (B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(l)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section l(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

ii. (A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the federal agency if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to the federal agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee *(e.g.,* the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at *http://www.dol.gov/esa/whd(forms/wh347instr.htm* or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the federal agency if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit them to the applicant, sponsor, or owner, as the case may be, for transmission to the federal agency, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, sponsor, or owner). (B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

1) That the payroll for the payroll period contains the information required to be provided under §5.5 (a) (3) (ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a) (3) (i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

i. The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section section available for inspection, copying, or transcription by authorized representatives of the federal agency or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. ***Apprentices and trainees.***

i. ***Apprentices.*** Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractors registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

ii. ***Trainees.*** Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in

accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

iii. ***Equal employment opportunity.*** The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

5. ***Compliance with Copeland Act requirements.***

The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

6. ***Subcontracts.***

The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a) (l) through (10) and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

7. ***Contract termination: debarment.***

A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. ***Compliance with Davis-Bacon and Related Act requirements.***

All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. ***Breach.***

A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

10. ***Disputes concerning labor standards.***

Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

11. ***Certification of eligibility.***

1) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis Bacon Act or 29 CFR 5.12(a)(l).

2) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(l).

3) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

(For all awarded contracts related to "mechanics and laborers" with a value greater than $100,000.00)

1) **Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
2) **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of $27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.
3) **Withholding for unpaid wages and liquidated damages.** The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.
4) **Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT

(This requirement **does not apply** to the Public Assistance, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households - Other Needs Assistance Grant Program, as FEMA awards under these programs do not meet the definition of "funding agreement." If FEMA federal award meets definition of "funding agreement" under 37 CFR §401.2(a), for all awarded contracts related to experimental, developmental, or research work type contracts)

(a) Definitions

(1) *Invention* means any invention or discovery which is or may be patentable or otherwise protectable under Title 35 of the United States Code, or any novel variety of *et seq.).*
(2) *Subject invention* means any invention of the *contractor* conceived or first actually reduced to practice in the performance of work under this *contract,* provided that in the case of a variety of plant, the date of determination (as defined in section 41(d) of the Plant Variety Protection Act, 7 U.S.C. 240l (d)) must also occur during the period of *contract* performance.
(3) *Practical Application* means to manufacture in the case of a composition or product, to practice in the case of a process or method, or to operate in the case of a machine or system; and, in each case, under such conditions as to establish that the invention is being utilized and that its benefits are, to the extent permitted by law or government regulations, available to the public on reasonable terms.
(4) *Made* when used in relation to any invention means the conception or first actual reduction to practice of such invention.
(5) *Small Business Firm* means a small business concern as defined at section 2 of Pub. L. 85-536 (15 U.S.C. 632) and implementing regulations of the Administrator of the Small Business Administration. For the purpose of this clause, the size standards for small business concerns involved in government procurement and subcontracting at 13 CFR 121.3-8 and 13 CFR 121.3- 12, respectively, will be used.

(6) *Nonprofit Organization* means a university or other institution of higher education or an organization of the type described in section 501 (c) {3) of the Internal Revenue Code of 1954 (26 U.S.C. 501(c) and exempt from taxation under section 501(a) of the Internal Revenue Code (25 U.S.C. 501(a)) or any nonprofit scientific

or educational organization qualified under a state nonprofit organization statute.

(b) Allocation of Principal Rights

The *Contractor* may retain the entire right, title, and interest throughout the world to each subject invention subject to the provisions of this clause and 35 U.S.C. 203. With respect to any subject invention in which the *Contractor* retains title, the Federal government shall have a nonexclusive, non-transferable, irrevocable, paid-up license to practice or have practiced for or on behalf of the United States the subject invention throughout the world.

(c) Invention Disclosure, Election of Title and Filing of Patent Application by *Contractor*

(1) The *contractor* will disclose each subject invention to the *Federal Agency* within two months after the inventor discloses it in writing to *contractor* personnel responsible for patent matters. The disclosure to the agency shall be in the form of a written report and shall identify the *contract* under which the invention was made and the inventor(s). It shall be sufficiently complete in technical detail to convey a clear understanding to the extent known at the time of the disclosure, of the nature, purpose, operation, and the physical, chemical, biological or electrical characteristics of the invention. The disclosure shall also identify any publication, on sale or public use of the invention and whether a manuscript describing the invention has been submitted for publication and, if so, whether it has been accepted for publication at the time of disclosure. In addition, after disclosure to the *agency,* the *Contractor* will promptly notify the *agency* of the acceptance of any manuscript describing the invention for publication or of any on sale or public use planned by the *contractor.*

(2) The *Contractor* will elect in writing whether or not to retain title to any such invention by notifying the *Federal agency* within two years of disclosure to the *Federal agency.* However, in any case where publication, on sale or public use has initiated the one-year statutory period wherein valid patent protection can still be obtained in the United States, the period for election of title may be shortened by the *agency* to a date that is no more than 60 days prior to the end of the statutory period.

(3) The *contractor* will file its initial patent application on a subject invention to which it elects to retain title within one year after election of title or, if earlier, prior to the end of any statutory period wherein valid patent protection can be obtained in the United States after a publication, on sale, or public use. The *contractor* will file patent applications in additional countries or international patent offices within either ten months of the corresponding initial patent application or six months from the date permission is granted by the Commissioner of Patents and Trademarks to file foreign patent applications where such filing has been prohibited by a Secrecy Order.

(4) Requests for extension of the time for disclosure, election, and filing under subparagraphs (1), (2), and (3) may, at the discretion of the *agency,* be granted.

(d) Conditions When the Government May Obtain Title

The *contractor* will convey to the *Federal agency,* upon written request, title to any subject invention-

(1) If the *contractor* fails to disclose or elect title to the subject invention within the times specified in (c), above, or elects not to retain title; provided that the *agency* may only request title within 60 days after learning of the failure of the *contractor* to disclose or elect within the specified times.

(2) In those countries in which the *contractor* fails to file patent applications within the times specified in (c) above; provided, however, that if the *contractor* has filed a patent application in a country after the times specified in (c) above, but prior to its receipt of the written request of the *Federal agency,* the *contractor* shall continue to retain title in that country.

(3) In any country in which the *contractor* decides not to continue the prosecution of any application for, to pay the maintenance fees on, or defend in reexamination or opposition proceeding on, a patent on a subject invention.

(e) Minimum Rights to *Contractor* and Protection of the *Contractor* Right to File

(1) The *contractor* will retain a nonexclusive royalty-free license throughout the world in each subject invention to which the Government obtains title, except if the *contractor* fails to disclose the invention within the times specified in (c), above. The *contractor's* license extends to its domestic subsidiary and affiliates, if any, within the corporate structure of which the *contractor* is a party and includes the right to grant sublicenses of the same scope to the extent the *contractor* was legally obligated to do so at the time the *contract* was awarded. The license is transferable only with the approval of the *Federal* to which the invention pertains.

(2) The *contractor's* domestic license may be revoked or modified by the *funding Federal agency* to the extent necessary to achieve expeditious practical application of the subject invention pursuant to an application for an exclusive license submitted in accordance with applicable provisions at 37 CFR part 404 and *agency*

licensing regulations (if any). This license will not be revoked in that field of use or the geographical areas in which the *contractor* has achieved practical application and continues to make the benefits of the invention reasonably accessible to the public. The license in any foreign country may be revoked or modified at the discretion of the *funding Federal agency* to the extent the *contractor,* its licensees, or the domestic subsidiaries or affiliates have failed to achieve practical application in that foreign country.

(3) Before revocation or modification of the license, the *funding Federal agency* will furnish the *contractor* a written notice of its intention to revoke or modify the license, and the *contractor* will be allowed thirty days (or such other time as may be authorized by the *funding Federal agency* for good cause shown by the *contractor)* after the notice to show cause why the license should not be revoked or modified. The *contractor* has the right to appeal, in accordance with applicable regulations in 37 CFR part 404 and *agency* regulations (if any) concerning the licensing of Government-owned inventions, any decision concerning the revocation or modification of the license.

(f) *Contractor* Action to Protect the Government's Interest

(1) The *contractor* agrees to execute or to have executed and promptly deliver to the *Federal agency* all instruments necessary to

(i) establish or confirm the rights the Government has throughout the world in those subject inventions to which the *contractor* elects to retain title, and

(ii) convey title to the *Federal agency* when requested under paragraph (d) above and to enable the government to obtain patent protection throughout the world in that subject invention.

(2) The *contractor* agrees to require, by written agreement, its employees, other than clerical and nontechnical employees, to disclose promptly in writing to personnel identified as responsible for the administration of patent matters and in a format suggested by the *contractor* each subject invention made under *contract* in order that the *contractor* can comply with the disclosure provisions of paragraph (c), above, and to execute all papers necessary to file patent applications on subject inventions and to establish the government's rights in the subject inventions. This disclosure format should require, as a minimum, the information required by (c) (l), above. The *contractor* shall instruct such employees through employee agreements or other suitable educational programs on the importance of reporting inventions in sufficient time to permit the filing of patent applications prior to U.S. or foreign statutory bars.

(3) The *contractor* will notify the *Federal agency* of any decisions not to continue the prosecution of a patent application, pay maintenance fees, or defend in a reexamination or opposition proceeding on a patent, in any country, not less than thirty days before the expiration of the response period required by the relevant patent office.

(4) The *contractor* agrees to include, within the specification of any United States patent applications and any patent issuing thereon covering a subject invention, the following statement, "This invention was made with government support under (identify the *contract)* awarded by (identify the Federal agency). The government has certain rights in the invention."

(g) Subcontracts

(1) The *contractor* will include this clause, suitably modified to identify the parties, in all subcontracts, regardless of tier, for experimental, developmental or research work. The subcontractor will retain all rights provided for the *contractor* in this clause, and the *contractor* will not, as part of the consideration for awarding the subcontract, obtain rights in the subcontractor's subject inventions.

(2) In the case of subcontracts, at any tier, when the prime award with the Federal agency was a contract (but not a grant or cooperative agreement), the *agency,* subcontractor, and the contractor agree that the mutual obligations of the parties created by this clause constitute a contract between the subcontractor and the Federal agency with respect to the matters covered by the clause; provided, however, that nothing in this paragraph is intended to confer any jurisdiction under the Contract Disputes Act in connection with proceedings under paragraph (i) of this clause.

(h) Reporting on Utilization of Subject Inventions

The *Contractor* agrees to submit on request periodic reports no more frequently than annually on the utilization of a subject invention or on efforts at obtaining such utilization that are being made by the *contractor* or its licensees or assignees. Such reports shall include information regarding the status of development, date of first commercial sale or use, gross royalties received by the contractor, and such other data and information as the *agency* may reasonably specify. The *contractor* also agrees to provide additional reports as may be requested by the *agency* in connection with

any march-in proceeding undertaken by the *agency* in accordance with paragraph (i) of this clause. As required by 35 U.S.C. 202(c) (5), the *agency* agrees it will not disclose such information to persons outside the government without permission of the *contractor.*

(i) Preference for United States Industry

Notwithstanding any other provision of this clause, the *contractor* agrees that neither it nor any assignee will grant to any person the exclusive right to use or sell any subject inventions in the United States unless such person agrees that any products embodying the subject invention or produced through the use of the subject invention will be manufactured substantially in the United States. However, in individual cases, the requirement for such an agreement may be waived by the *Federal agency* upon a showing by the *contractor* or its assignee that reasonable but unsuccessful efforts have been made to grant licenses on similar terms to potential licensees that would be likely to manufacture substantially in the United States or that under the circumstances domestic manufacture is not commercially feasible.

(j) March-in Rights

The *contractor* agrees that with respect to any subject invention in which it has acquired title, the *Federal agency* has the right in accordance with the procedures in 37 CFR 401.6 and any supplemental regulations of the *agency* to require the *contractor,* an assignee or exclusive licensee of a subject invention to grant a nonexclusive, partially exclusive, or exclusive license in any field of use to a responsible applicant or applicants, upon terms that are reasonable under the circumstances, and if the *contractor,* assignee, or exclusive licensee refuses such a request the *Federal agency* has the right to grant such a license itself if the *Federal agency* determines that:

(1) Such action is necessary because the *contractor* or assignee has not taken or is not expected to take within a reasonable time, effective steps to achieve practical application of the subject invention in such field of use.

(2) Such action is necessary to alleviate health or safety needs which are not reasonably satisfied by the *contractor,* assignee or their licensees;

(3) Such action is necessary to meet requirements for public use specified by Federal regulations and such requirements are not reasonably satisfied by the *contractor,* assignee or licensees; or

(4) Such action is necessary because the agreement required by paragraph (i) of this clause has not been obtained or waived or because a licensee of the exclusive right to use or sell any subject invention in the United States is in breach of such agreement.

(k) Special Provisions for *Contracts* with Nonprofit Organizations If the *contractor* is a nonprofit organization, it agrees that:

(1) Rights to a subject invention in the United States may not be assigned without the approval of the *Federal agency,* except where such assignment is made to an organization which has as one of its primary functions the management of inventions, provided that such assignee will be subject to the same provisions as the *contractor;*

(2) The *contractor* will share royalties collected on a subject invention with the inventor, including Federal employee co-inventors (when the agency deems it appropriate) when the subject invention is assigned in accordance with 35 U.S.C. 202(e) and 37 CFR 401.10;

(3) The balance of any royalties or income earned by the *contractor* with respect to subject inventions, after payment of expenses (including payments to inventors) incidental to the administration of subject inventions, will be utilized for the support of scientific research or education; and

(4) It will make efforts that are reasonable under the circumstances to attract licensees of subject invention that are small business firms and that it will give a preference to a small business firm when licensing a subject invention if the *contractor* determines that the small business firm has a plan or proposal for marketing the invention which, if executed, is equally as likely to bring the invention to practical application as any plans or proposals from applicants that are not small business firms; provided, that the *contractor* is also satisfied that the small business firm has the capability and resources to carry out its plan or proposal. The decision whether to give a preference in any specific case will be at the discretion of the *contractor.* However, the *contractor* agrees that the Secretary applicants, and the *contractor* will negotiate changes to its licensing policies, procedures, or practices with the Secretary when the Secretary's review discloses that the *contractor* could take reasonable steps to implement more effectively the requirements of this paragraph (k)(4).

(l) Communication

Any communications to be given hereunder by either party to the other shall be deemed to be duly given if set forth in writing and personally delivered or sent by mail, registered or certified, postage prepaid with return receipt requested, as follows:

_____

_____

_____

_____

Written notices hereunder delivered personally shall be deemed communicated as of actual receipt; mailed notices shall be deemed communicated five (5) days after deposit in the mail, post prepaid, certified, in accordance with this Paragraph.

CLEAN AIR ACT

(For all awarded contracts with a value greater than $150,000.00)

(m) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

(n) The contractor agrees to report each violation to the (name of applicant entering into the contract) and understands and agrees that the (name of the applicant entering into the contract) will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(o) The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

FEDERAL WATER POLLUTION CONTROL ACT

(For all awarded contracts with a value greater than $150,000.00)

(1) The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

(2) The contractor agrees to report each violation to the (name of the applicant entering into the contract) and understands and agrees that the (name of the applicant entering into the contract) will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

DEBARMENT AND SUSPENSION ***Contractor must complete enclosed certification***

(1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by Client. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to (insert name of recipient/subrecipient/applicant), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

BYRD ANTI-LOBBYING AMENDMENT

(For all awarded contracts with a value greater than $100,000.00.) ***Contractor must complete enclosed certification***

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended) Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

The Contractor certifies, to the best of his or her knowledge and belief that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) Contractor will include language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of $150,000.00 shall certify and disclose accordingly.

PROCUREMENT OF RECOVERED MATERIALS

(The requirements of Section 6002 include procuring only items designated in guidelines of the EPA at 40

C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired by the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.)

(1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA designated items unless the product cannot be acquired:

a) Competitively within a timeframe providing for compliance with the contract performance schedule;

b) Meeting contract performance requirements; or

c) At a reasonable price.

(2) Information about this requirement is available at EPA's Comprehensive Procurement Guidelines website, http://www.epa.gov/cpg/.

The list of EPA-designate items is available at http://www.epa.gov/cpg/products.htm.

(3) The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the "Solid Waste Disposal Act."

ACCESS TO RECORDS

The following access to records requirements apply to this contract:

(1) The Contractor agrees to provide the Client, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

(2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

(4) In compliance with the Disaster Recovery Act of 2018, the Client and the Contractor acknowledge and agree

that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

CHANGES

To be eligible for FEMA assistance under the non-Federal entity's FEMA grant or cooperative agreement, the cost of the change, modification, change order, or constructive change must be allowable, allocable, within the scope of its grant or cooperative agreement, and reasonable for the completion of project scope.

FEMA recommends, therefore, that a non-Federal entity include a changes clause in its contract that describes how, if at all, changes can be made by either party to alter the method, price, or schedule of the work without breaching the contract. The language of the clause may differ depending on the nature of the contract and the end-item procured.

DHS SEAL, LOGO, AND FLAGS

The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS

This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

NO OBLIGATION BY FEDERAL GOVERNMENT

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.

PROHIBITION ON CONTRACTING FOR COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES

2 C.F.R. § 200.216, as implemented by FEMA Policy 405-143-1, prohibits the Contractor from using equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

DOMESTIC PREFERENCES FOR PROCUREMENTS

As appropriate and to the extent consistent with law, the Contractor agrees, to the greatest extent practicable, prefer the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).

AFFIRMATIVE SOCIOECONOMIC STEPS

If subcontracts are to be let, the prime contractor is required to take all necessary steps identified in 2_C.F.R. § 200.321(b)(1)-(5) to ensure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

COPYRIGHT AND DATA RIGHTS

"License and Delivery of Works Subject to Copyright and Data Rights"

The Contractor grants to the Client a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this contract, the Contractor will identify such data and grant to the Client or acquires on its behalf a license of the same scope as for data first produced in the performance of this contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this contract, the Contractor will deliver to the Client data first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by the Client."

BYRD ANTI-LOBBYING CERTIFICATION

Certification for Contracts, Grants, Loans, and Cooperative Agreements-The undersigned certifies, to the best of his or her knowledge and belief, that:

1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The Contractor _____ certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

_____

Signature of Contractor's Authorized Official

_____

Name and Title of Contractor's Authorized Official

_____

Date

REQUIRED FORM
Bidder: Please complete this form and include with bid submission.

DEBARMENT/SUSPENSION CERTIFICATION

Non-Federal entities and contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, Debarment and Suspension (1986) and Executive Order 12689, Debarment and Suspension (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (No procurement Debarment and Suspension).

This requirement applies to all FEMA grant and cooperative agreement programs.

Federal Executive Order (E .O.) 12549 "Debarment" requires that all contractors receiving individual awards, using federal funds, and all sub recipients certify that the organization and its principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from doing business with the Federal Government. By signing this document, you certify that your organization and its principals are not debarred. Failure to comply or attempts to edit this language may disqualify your bid. Information on debarment is available at the following websites: www.sam.gov and https://acguisition.qov/far/index.html see section 52.209-6.

The Contractor _____ certifies or affirms by your signature that neither you nor your principal is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

_____

Signature of Contractor's Authorized Official

_____

Name and Title of Contractor's Authorized Official

_____

Date

REQUIRED FORM
Bidder: Please complete this form and include with bid submission.

1. EQUAL EMPLOYMENT OPPORTUNITY (Equal Opportunity Clause)

(For all awarded contracts that meet the definition of "federally assisted construction contract" provided in 41 CFR Part 60-1.3)

During the performance of this contract, the contractor agrees as follows:

1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

   Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or order this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

_____

Signature of Contractor's Authorized Official

_____

Name and Title of Contractor's Authorized Official

_____

Date

REQUIRED FORM
Bidder: Please complete this form and include with bid submission.

The following requirements and instructions **supersede** General Requirements where applicable.

3.1 SUBMISSION OF QUALIFICATIONS.

Each Respondent shall ensure that required parts of the RFQ response are completed with accuracy and submitted as per the requirements within this specifications packet, including any addenda.

Responses must be submitted in complete original form by mail or messenger to the following address:

Jefferson County Purchasing Department
1149 Pearl Street, 1st Floor
Beaumont, TX 77701

Respondent shall submit response in a tightly sealed opaque envelope or box, plainly marked "SEALED RFQ RESPONSE." The outside of the envelope of box shall also include the RFQ Number, RFQ Name, RFQ Due Date, and the Respondent's Name and Address; and shall be addressed to the Purchasing Agent.

The County requests that response submissions NOT be bound by staples or glued spines.

Respondent is responsible for submitting: One (1) original and five (5) response copies; with all copies to include a completed copy of this specifications packet, in its entirety.

Respondent shall monitor the Jefferson County Purchasing Department Website for any addenda, additional instructions, or RFQ updates. https://www.co.jefferson.tx.us/Purchasing/

Failure to return all required documentation will result in a response being declared as non-responsive.

3.2 DEADLINE FOR RESPONSE SUBMISSIONS/DELIVERY.

All submissions must be received by 11:00 am CT, Wednesday, August 31, 2022

RFQ responses will be accepted at the above address until the time and date specified herein, and immediately after will be publicly opened and read aloud.

Late responses will not be accepted and will be returned unopened to the Respondent.

Jefferson County will not accept any responsibility for responses being delivered by third party carriers.

Jefferson County shall not be responsible for any effort or cost expended in the preparation of a response to this RFQ.

All responses submitted in response to this invitation shall become the property of Jefferson County and will be a matter of public record available for review.

All protests should be coordinated through the Purchasing Office prior to award recommendation to Commissioners' Court.

Please direct questions to **Mistey Reeves, Assistant Purchasing Agent** at 409-835-8593 or e-mail at: mreeves@co.jefferson.tx.us.

3.3 COURTHOUSE SECURITY.

All visitors to the Courthouse must pass through Security. Respondents planning to hand deliver their RFQ response must allow time to get through Security, as a delay in entering the Courthouse will not be accepted as an excuse for late submittal. Mondays and Tuesdays are particularly heavy days.

In response to the Covid-19 pandemic, Jefferson County has implemented precautionary measures recommended by the CDC within its facilities. Visitors to the courthouse will be required to wear a mask within the courthouse.

Respondents are strongly urged to plan accordingly.

3.4 COUNTY HOLIDAYS (2022).

January 17, 2022	Martin Luther King, Jr. Day	Monday
February 21, 2022	President's Day	Monday
April 15, 2022	Good Friday	Friday
May 30, 2022	Memorial Day	Monday
July 4, 2022	Independence Day	Monday
September 5, 2022	Labor Day	Monday
November 11, 2022	Veteran's Day	Friday
November 24 & 25, 2022	Thanksgiving	Thursday & Friday
December 23 & 26, 2022	Christmas	Friday & Monday
January 2, 2023	New Year's	Monday

3.5 SUBMISSIONS DURING TIME OF INCLEMENT WEATHER, DISASTER, OR EMERGENCY.

In case of inclement weather or any other unforeseen event causing the County to close for business on the date of a bid/proposal/statement of qualifications submission deadline, the RFQ closing will automatically be postponed until the next business day that County offices are open to the public. Should inclement weather conditions or any other unforeseen event cause delays in courier service operations, the County may issue an addendum to all known vendors interested in the project to extend the deadline. It will be the responsibility of the vendor to notify the county of their interest in the project should these conditions impact their ability to submit a bid/proposal/statement of qualifications submission before the stated deadline. The County reserves the right to make the final judgement call to extend any deadline.

Should an emergency or unanticipated event interrupt normal County processes, and bid/proposal/statement of qualifications submissions cannot be received by the Jefferson County Purchasing Department's office by the exact time specified in the RFQ and urgent County requirements preclude amendment to the RFQ, the time specified for receipt of Statements of Qualifications will be deemed to be extended to the same time of day specified in the solicitation on the first business day on which normal County processes resume.

Proposals will be opened publicly in a manner to avoid public disclosure of contents; however, only names of Proposers will be read aloud.

3.6 PRE-PROPOSAL CONFERENCE.

Due to the nature of this Request for Proposals, a Pre-Proposal Conference will not be held for this project.

3.7 QUESTIONS/DEADLINE FOR QUESTIONS.

Questions may be emailed to **Mistey Reeves, Assistant Purchasing Agent** at: mreeves@co.jefferson.tx.us or faxed at: 409-835-8456. If no response in 72 hours contact **Deborah Clark, Purchasing Agent** at: dclark@co.jefferson.tx.us or faxed at: 409-835-8456.

The Deadline for asking questions or requesting additional information (in writing) is 5:00 pm, CT, **August 24, 2022.**

3.8 VENDOR REGISTRATION: SAM (SYSTEM FOR AWARD MANAGEMENT).

Vendors doing business with Jefferson County are **required** to be registered with The System for Award Management (SAM), with an "active" status. The System for Award Management (SAM) is the Official U.S. Government system that consolidated the capabilities of CCR/FedReg, ORCA, and EPLS. There is NO fee to register for this site. Entities may register at no cost directly from the SAM website at: https://www.sam.gov

In instances where a vendor has either an "Inactive" SAM Registration or is not currently registered with the System for Award Management, the Purchasing Department may *initially* accept proof (printout from the SAM website) that the vendor has begun the registration process in order for the IFB/RFQ/RFQ submission to be considered as "responsive" to the specifications for the project.

However, the SAM Registration must be completed (showing "active" status, with no exclusions) prior to the award and/or execution of an agreement or contract for the project.

3.9 FORM 1295 SUBMISSION REQUIREMENT (TEXAS ETHICS COMMISSION).

ALL NON-EXEMPT RESPONDENTS ARE REQUIRED TO SUBMIT COMPLETED FORM 1295 WITH RFQ RESPONSE SUBMISSION.

INSTRUCTIONS:

(1) Submit a FORM 1295 online via the Texas Ethics Commission website link below.
Vendors must enter the required information on Form 1295, and print a copy of the completed form.
The form will include a certification of filing that will contain a unique certification number.

2. Submit a FORM 1295 hard copy (completed & signed by an Authorized Agent of the Awarded Vendor), to the Jefferson County Purchasing Department WITH RFQ SUBMISSION.

FORM 1295, Completion Instructions, and Login Instructions are available via the Texas Ethics Commission Website at: https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

SAMPLE: A sample of a completed FORM 1295 is included on PAGE 27.

FORM 1295 Implementation Background:

In accordance with House Bill 1295 (passed January 1, 2016), Vendors entering into contracts and professional agreements with Jefferson County will be required to complete a Certificate of Interested Parties (FORM 1295), **unless contract is considered exempt as described below.**

In 2017, the Texas legislature amended the law to require Form 1295 to include an "unsworn declaration" which includes, among other things, the date of birth and address of the authorized representative signing the form. The unsworn declaration, including the date of birth and address of the signatory, replaces the notary requirement that applied to contracts entered into before January 1, 2018. The TEC filing application does not capture the date of birth or street address of the signatory and it will not appear on forms that are filed using the TEC filing application.

Changes to the law requiring certain businesses to file a Form 1295 are in effect for contracts entered into or amended on or after January 1, 2018. The changes exempt businesses from filing a Form 1295 for certain types of contracts and replace the need for a completed Form 1295 to be notarized. Instead, the person filing a 1295 needs to complete an "unsworn declaration."

FORM 1295 EXEMPTIONS:

What type of contracts are exempt from the Form 1295 filing requirement under the amended law?

The amended law adds to the list of types of contract exempt from the Form 1295 filing requirement.

A completed Form 1295 is not required for:

- a sponsored research contract of an institution of higher education
- an interagency contract of a state agency or an institution of higher education
- a contract related to health and human services if: the value of the contract cannot be determined at the time the contract is executed; and o any qualified vendor is eligible for the contract
- a contract with a publicly traded business entity, including a wholly owned subsidiary of the business entity
- a contract with an electric utility, as that term is defined by Section 31.002, Utilities Code
- a contract with a gas utility, as that term is defined by Section 121.001, Utilities Code

CERTIFICATE OF INTERESTED PARTIES — FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY

1 **Name of business entity filing form, and the city, state and country of the business entity's place of business.**

YOUR FIRM NAME HERE

2 **Name of governmental entity or state agency that is a party to the contract for which the form is being filed.**

**JEFFERSON COUNTY, TEXAS*

3 **Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.**

BID/CONTRACT/PO NUMBER GOES HERE

4 Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
		Controlling	Intermediary
NAME OF PERSON/PERSONS THAT OWN BUSINESS GOES HERE. MUST LIST ANY PERSON THAT DOES NOT WORK FOR THE COMPANY LISTED IN #1 THAT WILL PROFIT FROM THE BID/CONTRACT/PO			

5 **Check only if there is NO Interested Party.** ☐ **ONLY CHECK IF NO CONTROLLING OR INTERMEDIARY PARTY**

6 **UNSWORN DECLARATION** Vendor is to complete #6 - Unsworn Declaration

My name is _____, and my date of birth is _____

My address is _____, _____, _____, _____, _____
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____ County, State of _____, on the _____ day of _____, 20_____.
(month) (year)

_____
Signature of authorized agent of contracting business entity
(Declarant)

ADD ADDITIONAL PAGES AS NECESSARY

Form provided by Texas Ethics Commission www.ethics.state.tx.us Revised 12/22/2017

Must file online at www.ethics.state.tx.us/File

RESPONDENT: INSERT COMPLETED FORM 1295 BEHIND THIS PAGE.

BIDDER: INSERT PROOF OF SYSTEM FOR AWARD MANAGEMENT (SAM) REGISTRATION PROOF HERE. THE WEBSITE FOR REGISTRATION IS SAM.GOV.

3.10 MINIMUM REQUIREMENTS: FIRM INFORMATION TO BE INCLUDED IN RESPONSE.

Firms desiring to be considered for Surveyor for Jefferson County are required to submit a Statement of Qualifications and Experience in order to be considered for contracts under this procedure. Only firms with statements submitted in response to this Request for Qualifications will be evaluated. The statement should contain, at a minimum, the following:

1. Name of the firm wishing to contract with the County.
2. Firm's local address.
3. Firm's corporate or main office address.
4. Number of years the firm has been in business.
5. Names, qualifications, and experience of professional staff who would be assigned to Jefferson County.
6. Firm's organization chart.
7. Biographies or resumes, including home office location and other relevant information, for each key staff member likely to be assigned to a project.
8. Names, titles, address, and telephone numbers of persons who are authorized to negotiate for and contractually bind the firm. One of these persons should sign the response. A contact must be named for addressing questions generated during the evaluation process.
9. A description of representative work accomplished for all jobs within the past five (5) years.
10. Provide a detailed summary of the firm's experience in providing the kinds of services specified in this RFQ to governmental entities.
11. Describe reasons why the firm would be uniquely qualified to provide survey services to Jefferson County.
12. Describe any unique services offered by your firm.
13. A list of references, other than Jefferson County, who have contracted the types of work the firm, is offering to perform. A reference form is included on Page 32 of this package.

3.11 ADDITIONAL INFORMATION TO BE INCLUDED IN RESPONSE.

1. Provide a listing of all current litigation(s), outstanding judgements and liens affecting the firm.

3.12 CONFIDENTIAL/PROPRIETARY INFORMATION.

If any material in the Statement of Qualifications is considered by Respondent to be confidential or proprietary information (including manufacturing and/or design processes exclusive to the Respondent), Respondent **must** clearly mark the applicable pages of Respondent's Statement of Qualifications to indicate each claim of confidentiality. Additionally, Respondent must include a statement on company letterhead identifying all Statement of Qualifications section(s) and page(s) that have been marked as confidential. Jefferson County will protect from public disclosure such portions of a Statement of Qualifications, unless directed otherwise by legal authority, including existing open records acts. Merely making a blanket claim that the entire Statement of Qualifications submission is protected from disclosure because it contains some proprietary information is not acceptable, and will make the entire Statement of Qualifications subject to release under the Texas Public Information Act.

By submitting a Statement of Qualifications, Respondent agrees to reproduction by Jefferson County, without cost or liability, of any copyrighted portions of Respondent's Statement of Qualifications submission or other information submitted by Respondent.

3.13 EVALUATION SCORING CRITERIA FOR RFQ RESPONSES

The appointed Evaluation Committee will consider the following criteria in evaluating responses:

Technical Approach.....20 points

Firm Experience, Stability and References.....40 points

Workload Capacity.....10 points

Professional Qualifications and Individual Experience.....30 points

RESPONDENT INFORMATION FORM

Instructions: Complete the form below. Please provide legible, accurate, and complete contact information. PLEASE PRINT.

RFQ Number & Name: (RFQ 22-044/MR) Elevation Certificates for Flood Pre-Mitigation

Respondent's Company/Business Name: _____

Respondent's TAX ID Number: _____

If Applicable: **HUB Vendor No.** _____ **DBE Vendor No.** _____

Contact Person: _____ **Title:** _____

Phone Number (with area code): _____

Alternate Phone Number if available (with area code): _____

Fax Number (with area code): _____

Email Address: _____

Mailing Address (Please provide a physical address for bid bond return, if applicable):

_____
Address

_____
City, State, Zip Code

REQUIRED FORM
Respondent: Please complete this form and include with RFQ submission.

VENDOR REFERENCES FORM

Respondent: Please list at least three (3) companies or governmental agencies (preferably a municipality) where the same or similar products and/or services as contained in this specification package were recently provided.

REQUIRED FORM
Respondent: Please complete this form and include with RFQ submission.

REFERENCE ONE

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ Fax: _____

Email Address: _____ Contract Period: _____

Scope of Work: _____

REFERENCE TWO

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ Fax: _____

Email Address: _____ Contract Period: _____

Scope of Work: _____

REFERENCE THREE

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ Fax: _____

Email Address: _____ Contract Period: _____

Scope of Work: _____

As permitted under Article 4413 (32c) V.A.C.S., other governmental entities may wish to participate under the same terms and conditions contained in this contract (i.e., piggyback). In the event any other entity participates, all purchase orders will be issued directly from and shipped directly to the entity requiring supplies/services. Jefferson County shall not be held responsible for any orders placed, deliveries made or payment for supplies/services ordered by another entity. Each entity reserves the right to determine their participation in this contract.

Would Respondent be willing to allow other governmental entities to piggyback off this contract, if awarded, under the same terms and conditions? ..... **Yes** ☐ **No** ☐

This Statement of Qualifications/RFQ Response shall remain in effect for ninety (90) days from RFQ opening and shall be exclusive of federal excise and state and local sales tax (exempt).

The undersigned agrees, if this RFQ response is accepted, to furnish any and all items upon which prices are offered, at the price and upon the terms and conditions contained in the Request for Statements of Qualification, Conditions of RFQ Response, Terms of Contract, and Specifications and all other items made a part of the accepted contract.

The undersigned affirms that they are duly authorized to execute the contract, that this company, corporation, firm, partnership or individual has not prepared this RFQ response in collusion with any other Respondent, and that the contents of this RFQ response as to prices, terms or conditions of said response have not been communicated by the undersigned nor by any employee or agent to any other RFQ Respondent or to any other person(s) engaged in this type of business prior to the official opening of this RFQ. And further, that neither the Respondent nor their employees nor agents have been for the past six (6) months directly nor indirectly concerned in any pool or agreement or combination to control the price of goods or services on, nor to influence any person to respond or not to respond thereon.

RFQ Respondent (Entity Name)	Signature
Street & Mailing Address	Print Name
City, State & Zip	Date Signed
Telephone Number	Fax Number
E-mail Address	

REQUIRED FORM
Respondent: Please complete this form and include with RFQ submission.

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The Contractor, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

_____

Signature of Contractor's Authorized Official

_____

Name and Title of Contractor's Authorized Official *(Please Print)*

_____

Date

REQUIRED FORM
Respondent: Please complete this form and include with RFQ submission.

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether sub-awardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.

2. Identify the status of the covered Federal action.

3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.

4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the sub-awardee, e.g., the first sub-awardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.

5. If the organization filing the report in item 4 checks "Sub-awardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.

6. Enter the name of the federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.

7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.

8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFQ) number; Invitations for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Included prefixes, e.g., "RFQ-DE-90-001."

9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.

10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).

11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503

Approved by OMB
0348-0046

Disclosure of Lobbying Activities

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure)

Type of Federal Action: a. contract ____ b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	**Status of Federal Action:** a. bid/offer/application _____ b. initial award c. post-award	**Report Type:** a. initial filing _____ b. material change

Name and Address of Reporting Entity: ____ Prime _____ Sub-awardee Tier_____, if Known: **Congressional District, if known:**	**If Reporting Entity in No. 4 is Sub-awardee,** Enter Name and Address of Prime: **Congressional District, if known:**
Federal Department/Agency:	**7. Federal Program Name/Description:** CFDA Number, *if applicable*: _____
Federal Action Number, *if known:*	**9. Award Amount**, *if known:* **$**
10. a. Name and Address of Lobbying Registrant *(if individual, last name, first name, MI):*	**b. Individuals Performing Services** *(including address if different from No. 10a)* *(last name, first name, MI):*
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.	**Signature:** _____ **Print Name:** _____ **Title:** _____ **Telephone No.:** _____ **Date:** _____
Federal Use Only	**Authorized for Local Reproduction** **Standard Form - LLL (Rev. 7-97)**

REQUIRED FORM
<u>Respondent</u>: Please complete this form and include with RFQ submission.

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

(A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;

(B) a transaction conducted at a price and subject to terms available to the public; or

(C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

***

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds $2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than $100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

Form provided by Texas Ethics Commission www.ethics.state.tx.us Revised 11/30/2015

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. *See* Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 **Name of vendor who has a business relationship with local governmental entity.**

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information in this section is being disclosed.**

_____
Name of Officer

This section (item 3 including subparts A, B, C, & D) must be completed for each officer with whom the vendor has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more?

☐ Yes ☐ No

D. Describe each employment or business and family relationship with the local government officer named in this section.

4

_____ _____
Signature of vendor doing business with the governmental entity Date

Adopted 8/7/2015

REQUIRED FORM
Respondent: Please complete this form and include with RFQ submission.

LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT

FORM CIS

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This is the notice to the appropriate local governmental entity that the following local government officer has become aware of facts that require the officer to file this statement in accordance with Chapter 176, Local Government Code.

OFFICE USE ONLY

Date Received

1 **Name of Local Government Officer**

2 **Office Held**

3 **Name of vendor described by Sections 176.001(7) and 176.003(a), Local Government Code**

4 **Description of the nature and extent of employment or other business relationship with vendor named in item 3**

5 **List gifts accepted by the local government officer and any family member, if aggregate value of the gifts accepted from vendor named in item 3 exceeds $100 during the 12-month period described by Section 176.003(a)(2)(B).**

Date Gift Accepted _____ Description of Gift _____

Date Gift Accepted _____ Description of Gift _____

Date Gift Accepted _____ Description of Gift _____

(attach additional forms as necessary)

6 **AFFIDAVIT**

I swear under penalty of perjury that the above statement is true and correct. I acknowledge that the disclosure applies to each family member (as defined by Section 176.001(2), Local Government Code) of this local government officer. I also acknowledge that this statement covers the 12-month period described by Section 176.003(a)(2)(B), Local Government Code.

_____
Signature of Local Government Officer

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20 _____, to certify which, witness my hand and seal of office.

_____
Signature of officer administering oath | Printed name of officer administering oath | Title of officer administering oath

Adopted 8/7/2015

THIS FORM IS FOR OFFICE USE ONLY

RESIDENCE CERTIFICATION/TAX FORM

Pursuant to Texas Government Code §2252.001 *et seq.*, as amended, Jefferson County requests Resident Certification. §2252.001 *et seq.* of the Government Code provides some restrictions on the awarding of governmental contracts; pertinent provisions of §2252.001 are stated below:

(3) "Non-resident RFQ Respondent" refers to a person who is not a resident.

(4) "Resident RFQ Respondent" refers to a person whose principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

☐ I certify that _____ [company name] is a Resident Respondent of Texas as defined in Government Code §2252.001.

☐ I certify that _____ [company name] is a Non-Resident Respondent as defined in Government Code §2252.001 and our principal place of business is _____ _____ (city and state).

Taxpayer Identification Number (T.I.N.):	
Company Name submitting bid/proposal/response:	
Mailing address:	
If you are an individual, list the names and addresses of any partnership of which you are a general partner:	

Property: List all taxable property owned by you or above partnerships in Jefferson County.

Jefferson County Tax Acct. No.*	Property address or location**

* This is the property amount identification number assigned by the Jefferson County Appraisal District.

** For real property, specify the property address or legal description. For business property, specify the address where the property is located. For example, office equipment will normally be at your office, but inventory may be stored as a warehouse or other location.

REQUIRED FORM
Respondent: Please complete this form and include with RFQ submission.

HOUSE BILL 89 VERIFICATION

I, _____, the undersigned representative of (company or business name)_____ (heretofore referred to as company) being an adult over the age of eighteen (18) years of age, after being duly sworn by the undersigned notary, do hereby depose and verify under oath that the company named above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270:

1. Does not boycott Israel currently; and
2. Will not boycott Israel during the term of the contract.

Pursuant to Section 2270.002, Texas Government Code:

1. "**Boycott Israel**" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made ordinary business purposes; and

2. "**Company**" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or an limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business association that exist to make a profit.

_____
Signature of Company Representative

_____
Date

On this _____ day of _____, 20____, personally appeared

_____, the above-named person, who after by me being duly sworn, did swear and confirm that the above is true and correct.

Notary Seal

_____
Notary Signature

_____
Date

REQUIRED FORM
Respondent: Please complete this form and include with RFQ submission.

SENATE BILL 252 CERTIFICATION

On this day, I, Deborah L. Clark, Purchasing Agent for Jefferson County, Texas, pursuant to Texas Government Code, Chapter 2252, Section 2252.152 and Section 2252.153, certify that I did review the website of the Comptroller of the State of Texas concerning the listing of companies that is identified under Section 806.051, Section 807.051, or Section 2253.253 and I have ascertained that the below named company is not contained on said listing of companies which do business with Iran, Sudan, or any Foreign Terrorist Organization.

_____

Company Name

_____

IFB/RFP/RFQ number

Certification check performed by:

_____

Purchasing Representative

_____

Date

REQUIRED FORM
Respondent: Please complete this form and include with RFQ submission.

I have carefully examined the Request for Proposal Specifications, and any other documents accompanying or made a part of this Request for Proposals.

I hereby propose to furnish the goods or services specified in the Request for Proposal. I agree that my proposal will remain firm for a period of up to **120 days** in order to allow Jefferson County adequate time to evaluate the qualifications submitted.

I verify that all information contained in this proposal is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this proposal on behalf of the firm as its act and deed and that the firm is ready, willing and able to perform if awarded the contract.

I further certify, under oath, that this proposal is made without prior understanding, agreement, connection, discussion, or collusion with any other person, firm or corporation submitting a proposal for the same product or service: no officer, employee or agent of Jefferson County or any other Respondent is interested in said proposal: and that the undersigned executed this Respondent's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

_____
NAME OF BUSINESS

BY:

_____
SIGNATURE

_____
NAME & TITLE, TYPED OR PRINTED

_____
MAILING ADDRESS

_____
CITY, STATE, ZIP CODE

(___) _____
TELEPHONE NUMBER

Sworn to and subscribed before me
this _____day of
_____, 2022

_____
Notary Public

State of _____

My Commission Expires: _____

REQUIRED FORM
Respondent: Please complete this form and include with RFQ submission.

JEFFERSON COUNTY PURCHASING DEPARTMENT
Deborah L. Clark, Purchasing Agent

1149 Pearl Street
1st Floor, Beaumont, TX 77701

OFFICE MAIN: (409) 835-8593
FAX: (409) 835-8456

Addendum to RFQ

RFQ NUMBER: RFQ 22-047/MR

RFQ TITLE: Contractor Qualifications for Residential Home Elevations for HMA, TWDB and BRIC Disaster Funding Recipients, Pursuant to Chapter 262, Texas Local Government Code, the County Purchasing Act and 2 CFR Section 200.318-326

RFQ DUE BY: **11:00 am CT, Wednesday, August 31, 2022**

ADDENDUM NO.: 1

ISSUED (DATE): August 23, 2022

To RFQ Respondent: This Addendum is an integral part of the RFQ package under consideration by you as a Respondent in connection with the subject matter herein identified. Jefferson County deems all sealed qualifications to have been proffered in recognition and consideration of the entire RFQ Specifications Package – *including all addenda*. For purposes of clarification, **receipt of this present Addendum by a Respondent should be evidenced by returning it (signed) as part of the Respondent's sealed RFQ response submission.** If the RFQ response submission has already been received by the Jefferson County Purchasing Department, Respondent should return this addendum in a separate sealed envelope, clearly marked with the RFQ Title, RFQ Number, and RFQ Opening Date and Time, as stated above.

Reason for Issuance of this Addendum:
Vendor Questions

The information included herein is hereby incorporated into the documents of this present RFQ matter and supersedes any conflicting documents or portion thereof previously issued.

Receipt of this Addendum is hereby acknowledged by the undersigned Respondent:

ATTEST:

Witness

Witness

Approved by ____ Date: _____

Authorized Signature (Respondent)

President
Title of Person Signing Above

Arkitektura Development, Inc.
Typed Name of Business or Individual

236 Ibis Street, Webster, TX 77598
Address

JEFFERSON COUNTY PURCHASING DEPARTMENT
Deborah L. Clark, Purchasing Agent

1149 Pearl Street
1st Floor, Beaumont, TX 77701

OFFICE MAIN: (409) 835-8593
FAX: (409) 835-8456

1. Question: Since our submission of a Statement of Qualifications will not include any bids at this time, may we assume no bid bond is required? If a bid bond is required, what amount should be bonded?
   Answer: No bid bond is due upon submission of your response to this Request for Statement of Qualifications. The bid bond will be required within ten (10) days of signing a contract with the County. This Request for Statement of Qualifications will be used to select qualified vendors to engage in contract negotiations for contracts. The bid bond amount will be determined when negotiations have been completed and a contract for the project has been executed.

JEFFERSON COUNTY PURCHASING DEPARTMENT

Deborah L. Clark, Purchasing Agent

1149 Pearl Street
1st Floor, Beaumont, TX 77701

OFFICE MAIN: (409) 835-8593
FAX: (409) 835-8456

August 9, 2022

Request for Statements of Qualifications
(RFQ 22-047/MR) Contractor Qualifications for Residential Home Elevations for HMA, TWDB and BRIC Disaster Funding Recipients, Pursuant to Chapter 262, Texas Local Government Code, the County Purchasing Act and 2 CFR Section 200.318-326

Jefferson County is seeking submittals from qualified firms to provide professional residential home elevation contractor services in accordance with Request for Statements of Qualifications (RFQ 22-047/MR) Contractor Qualifications for Residential Home Elevations for HMA, TWDB and BRIC Disaster Funding Recipients, Pursuant to Chapter 262, Texas Local Government Code, the County Purchasing Act and 2 CFR Section 200.318-326.

All interested firms should obtain a "Request for Qualifications" specifications packet from the Jefferson County Purchasing webpage at: https://www.co.jefferson.tx.us/Purchasing/

All submittals shall be evaluated by an Evaluation Committee. This committee will evaluate submissions to this request and select the firm that is most qualified, responsive, and experienced.

Responses are to be sealed and addressed to the Purchasing Agent with the request for qualifications number and name marked on the outside of the envelope or box. All responses shall be submitted with an original and (5) five copies, to the Jefferson County Purchasing Department, 1149 Pearl Street, 1st Floor, Beaumont, Texas 77701, no later than 11:00 am CT, Wednesday, August 31, 2022. Jefferson County does not accept responses submitted electronically. Responses will be publicly opened and the names of responding firms will be read aloud in the Jefferson County Engineering Department Conference Room (5th Floor, Historic Courthouse) 1149 Pearl Street, Beaumont, Texas 77701 at the time and date below. Statements of Qualifications received after that time will be considered late and will be returned unopened. Inquiries shall be directed to Mistey Reeves, Assistant Purchasing Agent at 409-835-8593 or mreeves@co.jefferson.tx.us. If no response in 72 hours, contact Deborah Clark, Purchasing Agent at 409-835-8593 or dclark@co.jefferson.tx.us.

REQUEST NAME:	**Contractor Qualifications for Residential Home Elevations for HMA, TWDB and BRIC Disaster Funding Recipients, Pursuant to Chapter 262, Texas Local Government Code, the County Purchasing Act and 2 CFR Section 200.318-326**
REQUEST NUMBER:	**RFQ 22-047/MR**
DUE DATE/TIME:	**11:00 am CT, Wednesday, August 31, 2022**
MAIL OR DELIVER TO:	**Jefferson County Purchasing Department** **1149 Pearl Street, 1st Floor** **Beaumont, TX 77701**

The County shall require the bidder to furnish a bid security in the amount of five percent (5%) of the total contract cost. The bid bond must be executed with a surety company authorized to do business in the State of Texas. Within ten (10) days after the date of the signing of a contract, the bidder shall furnish a performance bond to the County for the full amount of the contract, if the contract exceeds one hundred thousand dollars ($100,000). If the contract is for one hundred thousand dollars ($100,000) or less, the County may provide that no money be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County.

Jefferson County encourages Disadvantaged Business Enterprises (DBEs), Minority/Women Business Enterprises (M/WBEs), and Historically Underutilized Businesses (HUBs) to participate in the bidding process. Jefferson County does not discriminate on the basis of race, color, national origin, sex, religion, age or disability in employment, or the provisions of services. Individuals requiring special accommodations are requested to contact our office at least seven (7) days prior to the bid due date (at 409-835-8593) to make appropriate arrangements.

All interested firms are invited to submit a proposal in accordance with the terms and conditions stated in this request.

Respondents are strongly encouraged to carefully read the entire invitation, as failure to return and/or complete all required documentation will result in a response being declared as non-responsive.

Sincerely,

Deborah Clark

Deborah L. Clark, Purchasing Agent
Jefferson County, Texas

PUBLISH:
Beaumont Enterprise & Port Arthur News:
August 10th & 17th, 2022
Examiner **August 18, 2022**

TABLE OF CONTENTS

TABLE OF CONTENTS 1
SECTION 1: INTRODUCTION 2
1.1 PURPOSE/SCOPE OF WORK 2
1.2 STATEMENT OF QUALIFICATIONS 6
1.3 PROCEDURE 8
1.4 EVALUATION COMMITTEE 8
1.5 EVALUATION PROCESS 8
1.6 FIRM's SERVICES 9
1.7 LAWS AND REGULATIONS 9
1.8 INSURANCE REQUIREMENTS 9
1.9 WORKER'S COMPENSATION INSURANCE 9
1.10 TERMS AND CONDITIONS 11
INSERTION PAGE: CERTIFICATE OF INSURANCE (COI) 12
SECTION 2: RFQ SUBMISSION REQUIREMENTS AND SPECIAL REQUIREMENTS 13
BYRD ANTI-LOBBYING CERTIFICATION FORM 27
DEBARMENT/SUSPENSION CERTIFICATION 28
CIVIL RIGHTS COMPLIANCE PROVISIONS 29
SECTION 3: RFQ SUBMISSION REQUIREMENTS AND SPECIAL REQUIREMENTS 31
3.1 SUBMISSION OF QUALIFICATIONS 31
3.2 DEADLINE FOR RESONSE SUBMISSIONS/DELIVERY 31
3.3 COURTHOUSE SECURITY 31
3.4 COUNTY HOLIDAYS (2022) 32
3.5 SUBMISSIONS DURING TIME OF INCLEMENT WEATHER, DISASTER, OR EMERGENCY 32
3.6 PRE-PROPOSAL CONFERENCE 32
3.7 QUESTIONS/DEADLINE FOR QUESTIONS 32
3.8 VENDOR REGISTRATION: SAM (SYSTEM FOR AWARD MANAGEMENT) 32
3.9 FORM 1295 SUBMISSION REQUIREMENT (TEXAS ETHICS COMMISSION) 33
SAMPLE FORM 1295 34
INSERTION PAGE: COMPLETED FORM 1295 35
INSERTION PAGE: COMPLETED SYSTEM FOR AWARD MANAGEMENT (SAM) REGISTRATION PROOF 36
3.10 CONFIDENTIAL/PROPRIETARY INFORMATION 37
3.11 EVALUATION SCORING CRITERIA 37
RESPONDENT INFORMATION FORM 38
VENDOR REFERENCE FORM 39
SIGNATURE PAGE 40
CERTIFICATION REGARDING LOBBYING 41
DISCLOSURE OF LOBBYING ACTIVITIES 42
CONFLICT OF INTEREST QUESTIONNAIRE 44
LOCAL GOVERNMENT OFFICER – CONFLICT OF INTEREST DISCLOSURE STATEMENT (OFFICE USE ONLY) 46
RESIDENCE CERTIFICATION/TAX FORM 47
HOUSE BILL 89 VERIFICATION 48
SENATE BILL 252 CERTIFICATION 49
RESPONDENT'S CERTIFICATION 50

SECTION 1: INTRODUCTION: REQUEST FOR STATEMENTS OF QUALIFICATION (RFQ 22-047/MR) Contractor Qualifications for Residential Home Elevations for HMA, TWDB and BRIC Disaster Funding Recipients

1.1 PURPOSE/SCOPE OF WORK.

Jefferson County is requesting statements of qualifications and experience from all interested Residential Home Elevation Contractors desiring to provide professional residential home elevation services for the County as the need for these services arises. The range of services to provide will be broad and will involve residential home elevation. **This RFQ will be utilized to engage firms for future, undefined projects, and an indefinite quantity of residential home elevation contractor services as need arises.**

PROJECT DESCRIPTION:

Jefferson County is issuing the Request for Qualifications (RFQ) to procure professional residential elevation services in the Flood Mitigation Assistance Project, which covers both incorporated and unincorporated areas of Jefferson County, Texas. Jefferson County expects to award multiple contracts through this RFQ as the purpose of this RFQ is to engage a pre-qualified contractor pool to utilize in the elevation of homes in the Flood Mitigation Assistance Project. Contractors must be eligible to participate in contracts involving Federal funds.

Qualified building contractors will work with homeowners who will be receiving funds to elevate their homes. The homeowners will select from the pool of qualified, capable contractors to elevate their home.

Due to the fact that the purpose of this RFQ is to engage a pre-qualified contractor pool, awarded contractors will be asked to compete in individual projects and there is no guarantee of any volume or usage by the homeowners. There is no guarantee of the number of homes any given contractor will be selected to elevate.

The scope of services within each individual project will vary, as the circumstances in each home to be elevated will be different. However, successful contractor services will include, but are not limited to, the following:

For contracted services from Jefferson County using the Flood Mitigation Assistance Project, an Elevation Contractor shall not hire a firm to perform engineering services on the same home if that firm also was contracted by the County to provide Structural Integrity and Inspection Services.

The awarded contractor or contractors will be required to sign an affidavit stating they will comply with the above statement.

SPECIFICATIONS:

1. Contractors will have a licensed Structural Engineer available to sign and stamp drawings.

2. Contractors are required to use a hydraulic lift system when elevating the homes.

3. Contractors are required to use lateral bracing for support of elevated homes.

4. Contractors shall provide professional labor, equipment and materials adequate to perform the work in accordance with the scope of work for each eligible applicant's residential structure while ensuring that all applicable housing standards and codes are met;

5. All elevation work will be performed to meet or exceed all local, state and federal building codes and standards;

6. All elevation work will bring the structure into compliance with the Jefferson County Subdivisions and Floodplain Rules and Regulations by requiring a finished floor elevation a minimum of one-foot (1') above the 100 Year Flood Plain for the Finished Floor Elevation unless a higher elevation in required.

7. Elevation certificates shall be required before the elevation commences, and upon completion to verify the elevation and achieve compliance with local flood plain requirements.

8. If the homeowner selects your company, you will meet with the individual property owners to review the scope of work to be performed, including establishing a work schedule acceptable to property owners and Jefferson County; Prepare plans and specification and perform elevation in compliance with applicable City or County floodplain elevation requirements, code requirements, and Texas Windstorm Insurance Association (TWIA) requirements; Provide initial first floor elevation and obtaining final elevation certificates.

9. Repair of damage caused to homes/property during the elevation project;

10. All damages caused by the contractor during the elevation project shall be paid for by the contractor; these damages are ineligible grant costs and the Program does not cover such costs. These are the responsibility of the contractor.

11. Obtaining all necessary state and local permits and approvals after permits are acquired, but prior to the commencement of the work for each home, with copies of all permits provided to the County;

12. Coordination with property owner; utility disconnection and deactivation;

13. Debris removal in accordance with all Federal, State, and local requirements, including the disposal of potential asbestos containing materials;

14. Site preparation; if needed

15. Compliance with applicable Americans with Disabilities Act requirement may be required if deemed necessary by the homeowner

16. Elevation and post-elevation photographs taken and provided to the County's documenting services performed and compliance with permitting and building requirements;

17. If successful Contractors use subcontractors, then prompt payment of all subcontractors for services rendered, and obtaining signed and notarized lien waivers from all subcontractors documenting proof of payment and providing copy of such lien waivers to the County with draw requests;

18. Maintaining job sites in a neat and orderly manner.

19. Ineligible work shall not be allowed, with the sole exception of ineligible work necessarily incidental to the elevation project. Examples of ineligible work include, but are not limited to, building additions or auxiliary structures, additional landscaping for ornamentation beyond what existed at the site prior to the construction of the project, construction of new decks or porches, construction of expanded decks or porches, improvements for aesthetic reasons, or interior remodels. This list of examples is not exhaustive.

20. Each home shall be subject to a separate written agreement that will be between the contractor, the respective homeowner, and Jefferson County (the "Tri-Party Agreement"). Each Tri-Party Agreement will specify a term

applicable to the Flood Mitigation Assistance Project and specify draw requirements and other requirements associated with that given Flood Mitigation Assistance Project.

Offering financial incentives of any kind such as: trips, meals, entertainment tickets, cash, etc. is strictly prohibited.

BACKGROUND INFORMATION

A residential elevation is when a house that is vulnerable to flooding is physically raised to an elevation at or above the Base Flood Elevation (BFE). The benefits of elevating a structure are to minimize the threat for future flood losses to property and personal belongings; in addition, the activity provides peace of mind to homeowners who have elevated above most flooding events.

MANDATORY ELEVATION

All communities that participate in the National Flood Insurance Program (NFIP) are required to develop a local Floodplain Management Ordinance. These ordinances identify minimum standards that, when met, require homeowners to elevate their houses.

Substantial Damage – after a flood or other damaging event, the Floodplain Administrator for the community will assess damaged structures.

Residential structures that have sustained a 50% or greater loss of the value of the structure (not including lot) are deemed substantially-damaged, and prior to obtaining a building permit, the owners must agree to bring the structure up to the NFIP standard of being elevated to the BFE (or higher as required by local code).

In some instances, communities add 2' of freeboard above the BFE to provide additional flood safety value. The Floodplain Administrator will provide the homeowner with a copy of a letter that states that the property is substantially damaged.

TYPES OF ELEVATIONS

Available elevation methods, which are thoroughly described in FEMA P-312, Chapter 5, and FEMA P-347 include:

Elevating the existing structure on piles, posts, or piers.

1. Elevations in V zones (Velocity Zones in Coastal High Hazard Areas) must be on open foundations. The lowest floor must be free of obstructions or constructed with non-supporting breakaway walls, open wood lattice-work, or screening intended to collapse under wind and water loads without causing collapse, displacement, or other structural damage to the elevated portion of the building or supporting foundation.
2. Filling in the basement and replacing it with an elevated floor.
3. Elevating by vertically extending the foundation walls of the home.
4. The method that is selected for elevating a house depends on factors such as:
    a. Foundation type
    b. Condition of the house
    c. Applicable state and local building codes
    d. Soil type and bearing capacity
    e. Weight of the house and lateral forces on the house from water and other natural hazards, such as winds and earthquakes
    f. Height of proposed elevation above the grade level
    g. Number of additions to the original structure

ELEVATION REQUIREMENTS

Foundations must be designed to properly address all loads and be appropriately connected to the floor structure above, and utilities must also be properly elevated.

1. Elevations must comply with NFIP standards and building codes that exist in the State and Community. Elevations must comply with ASCE24-14 or latest edition.
2. Elevation must be designed and adequately anchored to prevent flotation, collapse, and lateral movement due to hydrodynamic and hydrostatic loads, including the effects of buoyancy.
3. A building permit is required in order to elevate.

STRUCTURAL SOUNDNESS

Structure must be structurally sound and capable of being elevated safely. Prior to participating in a FEMA Grant Program project to elevate houses, homeowners will have an inspection by a licensed structural engineer that determines whether a house can successfully be elevated or not.

SPECIFICATION MILESTONES AND COMPENSATION DRAWS

The following milestone schedule will be followed for each house and engineers will inspect at the following elevation phase milestones:

1. Milestone 1: 20% of the total contract amount in that Project.
    a. Signed contract; Permits obtained with copies of permits provided to Jefferson County;
    b. A & E drawings. Drawings should be signed and stamped by the Engineer.
    c. Interior and Exterior pre-evaluation photographs submitted
    d. Performance and Payment Bonds
2. Milestone 2: 40% of the total contract amount in that Project.
    a. Mobilization of equipment
    b. Clearing work
    c. Tunneling portion of work is complete
    d. Structure is elevated and resting on cribbing portion of the work is complete
    e. Engineer concurrence with percentage completion
    f. Mid-lift EC showing structure is at or above the designated flood elevation
    g. Inspection
3. Milestone 3: 30% of the total contract amount in that Project.
    a. Piers and/or post columns are built
    b. New foundation is complete
        i. If foundation type will have CMU block wall-capture photos of posts, piles or columns as needed for this milestone
    c. Engineer concurrence with percentage completion
    d. Inspection
4. Milestone 4: 10% of the total contract amount in that Project.
    a. Completion of all work
        i. Installation of vents, as required; placement of lattice, as required
        ii. Reconnection of utilities
        iii. Final site clean-up
        iv. Written confirmation of third-party warranty provided to homeowner
        v. If applicable, confirmation of satisfaction of applicable ADA requirements
        vi. Engineer concurrence with completion
        vii. Homeowner concurrence with payment

viii. If applicable, signed and notarized lien waivers from subcontractors utilized
ix. Final elevation certificate
x. As built plans – Updates can be done in writing to show any changes from original plans to as built conditions
xi. Final Inspection
    1. Forms and data required for completion, include but not limited to the following:
        a. Photos of the interior and exterior (all sides) of the house
        b. Photos of the gas and electric fixtures
        c. Photos of the posts, piles or columns under the house
    2. Certificate of Occupancy (See Certificate of Occupancy below)
    3. Final Elevation Certificate
    4. Copy of recorded deed
    5. Certification that the structure is compliant with NFIP
    6. Verification of Flood Insurance
    7. 501 Mitigation Form

CERTIFICATE OF OCCUPANCY

All permits have been successfully closed out and grant paperwork has been provided as necessary. Communicate with the County to go ahead and issue a Certificate of Occupancy to the homeowner. A Certificate of Occupancy will not be issued until after the final inspection.

PREVAILING WAGE RATES

Chapter 2258 of the Texas Government Code requires state agencies, cities, counties, independent school districts, and all other political subdivisions that engage in public work projects using public funds to include prevailing wage rate in the project request for proposal documents and Contract.

Current prevailing wage rates are incorporated in the Contract documents.

PERIOD OF CONTRACT

As funds are obligated, small batches of homes will be available for structural integrity analysis and inspection. The first batch will consist of 4 homes. There will potentially be up to 150 homes that will require structural analysis and inspection. Work must be complete for each batch of homes within three (3) months. The awarded firm(s) will be issued a Notice to Proceed for each batch of homes.

MINIMUM REQUIREMENTS

1. Minimum of three (3) years of structural integrity testing, inspection and certification of occupancy services experience.
2. Minimum of three (3) years firm and firm ownership / key staff experience in structural integrity testing, inspection and certificate of occupancy services experience.
3. Background check, criminal and or affidavit of no suspensions or criminal actions against owners and/or company for non-performance of work.

1.2 STATEMENT OF QUALIFICATIONS

Jefferson County is requesting Statements of Qualifications (SOQ) from firms who can adequately demonstrate they have the resources, experience and qualifications to perform structural integrity and inspection services.

Please provide the following information in the order shown below, and to not exceed the number of pages requested.

1. **Letter of Interest** (Limited to one (1) page, signed by a principle of the professional firm):
    a. Include name of firm wishing to contract with the County.
    b. Firm's local address and corporate or main office address.
    c. Include a statement as to the availability of the firm to complete the work within the stated time period.
2. **Technical Approach** (Limited to five (5) pages):
    a. Firm understanding of the scope of work.
    b. A description of the work to be performed and how it would be performed.
3. **Firm Experience and References** (Limited to then (10) pages):
    a. A brief history of the proposing entity, including general background, number of years in business, knowledge of and experience working on this type of projects.
    b. Provide projects which demonstrates the required minimum of three (3) years' experience with structural integrity testing and inspection services that will best illustrate team capabilities
    c. Demonstrate proficiency in structural integrity services, inspection services and certificate of occupancy services.
    d. Provide evidence that you understand and comply with TWIA requirements. Include any applicable licenses.
    e. Related experience in federally funded projects and the specific project type referenced in this RFQ.
    f. Firm must demonstrate an understanding of the requirements to remain in compliance in administering a federal funded project (FEMA/HUD). All elevations shall be completed in accordance with the Hazard Mitigation Assistance Guidance document, the Elevation Certificate, and Instructional Guidelines, therefore, knowledge of these guidelines is essential.
    g. Firm's strong financial stability. Provide two (2) years of financial statements, preferably audited.
    h. Provide at least three references of previous clients with similar projects and specify the project for which the references respond to. A reference form is included on Page 39 of this package.
    i. Furnish references for the prime provider's project manager for similar related projects. The client reference must be employees, such as the contract manager or work authorization manager, who are most familiar with the proposed manager's work.
    j. Provide a listing of all current litigation(s), outstanding judgements and liens affecting the firm.
    k. Describe any unique services offered by your firm.
4. **Workload Capacity** (Limited to two (2) pages):
    a. A statement substantiating the firm's resources of and the ability to carry out the scope of work requested in a timely manner.
    b. Provide a current list of your firm's projects.
    c. Provide project availability of personnel in order to provide engineering and inspection services on multiple structures in varied locations throughout the County.
5. **Professional Qualifications and Individual Experiences** (Limited to one (1) page for the organization chart and two (2) pages per resume):
    a. The respondent shall select a team of professionals capable of providing the required services in an efficient manner in the best interest of Jefferson County and to provide successful, on-time, and on budget project deliver. Information on all proposed sub-consultants and/or subcontractors should be included in the SOQ.
    b. Describe the firm's capacity to perform as well as resumes of all employees who will or may be assigned to provide services if you firm is awarded a contract through this solicitation, including any licensees or certification.
    c. Show work experience of Project Team including any sub consultants.
    d. Provide organizational chart containing names, addresses, telephone numbers, and email address of the prime provider and any sub consultants proposed for the team. Include the name of the prime

provider's Project Manager and all key personnel who will work on the project. Also, include each key personnel's project role and responsibilities and estimated percentage of time on the project.

e. Names, titles, address and telephone numbers of persons who are authorized to negotiate for and contractually bind the firm. One of these persons should sign the response. A contact must me named for addressing questions generated during the evaluation process.

1.3 PROCEDURE.

Firms are encouraged to submit statements of qualifications and experience to be kept on file in the Jefferson County Purchasing Department. For a given project, the responsible Jefferson County Commissioners' Court will appoint a selection committee, which will evaluate responses and select, in order of preference, a short list of at least three firms. Responses will be ranked on the basis of demonstrated experience, competence, and qualifications. Fees, price, work hours, or any other cost information will not be considered in the development of the short list.

Jefferson County will then enter into negotiations with the highest qualified firm. The negotiations will first establish the scope, terms and conditions, and time limits for the proposed contract. Once agreement is reached between Jefferson County and the selected firm, the County will request a fee proposal from the firm. If agreement is reached, the County will retain the firm and enter into a written contract with it. If an agreement cannot be negotiated with the selected firm, the County will then enter into negotiations with the next most qualified firm. This procedure will continue until agreement is reached and a contract is produced. If the County cannot negotiate an agreement, the procedure will be terminated.

1.4 SELECTION REVIEW COMMITTEE.

Because of the diversity of the departments and activities of the County, the Jefferson County Commissioners' Court will appoint the Selection Review Committee for this Request for Qualifications. The Purchasing Agent may appoint a Chairperson and no less than two (2) other members for the committee. Typically, the committee will consist of at least one professional in the task required, a person knowledgeable about procurement practices, and either a representative of the department requesting the project, or the department executing the project. However, this structure is not binding and subject to change at the discretion of the Purchasing Agent. Other members may be appointed to the Evaluation Committee as necessary and appropriate, but the total number of persons committee shall not exceed five (5) persons. Committee appointments shall be in writing and shall briefly describe the scope of the project and, if necessary, the primary disciplines required to accomplish the project in order to assist the committee in developing a list of firms that might best accomplish the work required. Committee membership and project requirements will vary from project to project. Therefore, a firm rated number one for one project could be considered not qualified or ranked lower on another project.

1.5 EVALUATION PROCESS.

While Jefferson County appreciates a brief, straight-forward, and concise reply; Respondent must fully understand that the evaluation is based on the information provided. Accuracy and completeness are essential. Omissions, ambiguous, and equivocal statements may be construed against the respondent. The RFQ response may be incorporated into any contract which results from this RFQ, and vendor(s) are cautioned not to make claims or statements it is not prepared to commit to contractually. Failure of the vendor to meet such claims will result in a requirement that the vendor provide resources necessary to meet submitted claims.

The Jefferson County Purchasing Department may initiate discussions with selected vendors; however, discussions <u>may not</u> be initiated by vendors.

The Jefferson County Purchasing Department expects to conduct discussions with vendor's representatives authorized to contractually obligate the vendor with an offer. **Vendors shall not contact any Jefferson County personnel during the RFQ process without the express permission from the Jefferson County Purchasing Agent. The Purchasing Agent will disqualify any vendor who has made site visits, contacted Jefferson County personnel, or distributed any literature without authorization from the Jefferson County Purchasing Department.**

All correspondence relating to this RFQ, from advertisement to award shall be sent to the Jefferson County Purchasing Department. All presentations and/or meetings between Jefferson County and the vendor relating to this RFQ shall be coordinated by the Jefferson County Purchasing Department.

Selected vendors may be expected to make a presentation/product demonstration to an Evaluation Committee. Proposals, vendor presentations, and product/service evaluations may develop into negotiating sessions with the vendor(s) as selected by the Evaluation Committee. Jefferson County expects to conduct negotiations with vendor representatives authorized to contractually obligate the vendor with an offer. If vendor is unable to agree to contract terms and conditions, Jefferson County reserves the right to terminate contract negotiations with that vendor and initiate negotiations with another vendor. In addition to a presentation, visits by the Evaluation Committee to representative vendor client sites may be conducted where the proposed solution can be demonstrated in a production environment.

1.6 Residential home elevation contractor FIRM's SERVICES.

A. A description of services that may be utilized under this RFQ includes:
1. Residential home elevation.

1.7 LAWS AND REGULATIONS.

A. The residential home elevation contractor Firm(s) must comply with all laws, ordinances, and rules and regulations which govern the work specified in this contract.

1.8 INSURANCE.

The contractor (including any and all subcontractors as defined in **Section 1.9.1.3** below) shall, at all times during the term of this contract, maintain insurance coverages with not less than the type and requirements shown below. Such insurance is to be provided at the sole cost of the contractor. These requirements do not establish limits of the contractor's liability.

All policies of insurance shall waive all rights of subrogation against the County, its officers, employees and agents; a copy of the policy wording or endorsement is required.

Contractor shall furnish Jefferson County with Certificate of Insurance naming Jefferson County as additional insured and will provide the actual policy wording or endorsement showing as such.

All insurance must be written by an insurer licensed to conduct business in the State of Texas.

Minimum Insurance Requirements:

Public Liability, including Products & Completed Operations	$1,000,000
Excess Liability	$1,000,000

Property Insurance (policy below that is applicable to this project):

Improvements & Betterments Policy: Improvements/Remodeling (for Lease Tenants)
Builder's Risk Policy: Structural Coverage for Construction Projects
Installation Floater Policy: Improvements/Alterations to Existing Structure

Workers' Compensation Statutory Coverage (**See Section 1.9 Below**)

1.9 WORKER'S COMPENSATION INSURANCE.

1.9.1 Definitions:

1.9.1.1 **Certificate of coverage ("Certificate")** – A copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a coverage agreement, DWC-81, DWC-82, DWC-83, or DWC-84 showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.

1.9.1.2 **Duration of the project** – Includes the time from the beginning of the work on the project until the contractor's/person's work on the project has been completed and accepted by the governmental entity.

1.9.1.3 **Persons providing services on the project ("subcontractor") in article 406.096** – Includes all persons or entities performing all or part of the services under the contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractor, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to

provide services on the project. "Services" includes, without limitation, providing, hauling or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

1.9.2 The Contractor shall provide coverage, based on proper reporting of classification code and payroll amounts and filing any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the contractor providing services on the project, for the duration of the project.

1.9.3 The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract – refer **to Section 1.8** above.

1.9.4 If the coverage period shown on the Contractor's current certificate of coverage ends during the duration of the project, the Contractor must, prior to the end of the coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been extended.

1.9.5 The Contractor shall obtain from each person providing services on a project, and provide to the governmental entity:

1.9.5.1 A certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project; and

1.9.5.2 No later than seven (7) days after receipt by the Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate ends during the duration of the project.

1.9.6 The Contractor shall retain all required certificates of coverage for the duration of the project and for one (1) year thereafter.

1.9.7 The Contractor shall notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.

1.9.8 The Contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Department of Workers' Compensation, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.

1.9.9 The Contractor shall contractually require each person with whom it contracts to provide services on a project to:

1.9.9.1 Provide coverage, based on reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all its employees providing services on the project, for the duration of the project.

1.9.9.2 Provide to the Contractor, prior to that person beginning work on the project a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project.

1.9.9.3 Provide the Contractor, prior to the end of coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.

1.9.9.4 Obtain from each person with whom it contracts, and provide to the Contractor:

1.9.9.4.1 A certificate of coverage, prior to the other person beginning work on the project; and

1.9.9.4.2 the coverage period, if the coverage period shown on the current certificate of a new certificate of coverage showing extension of

coverage, prior to the end of coverage ends during the duration of the project.

1.9.9.5 Retain all required certificates of coverage on file for the duration of the project and for one (1) year thereafter.

1.9.9.6 Notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and

1.9.9.7 Contractually require each person with whom it contracts to perform as required by paragraphs **1.9.1. – 1.9.7**., with the certificates of coverage to be provided to the person for whom they are providing services.

1.9.10 By signing this contract or providing or causing to be provided a certificate of coverage, the Contractor is representing to the governmental entity that all employees of the contractor who will provide services of the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

1.9.11 The Contractor's failure to comply with any of these provisions is a breach of contract by the Contractor which entitles the governmental entity to declare the contract void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the governmental entity.

1.10 TERMS AND CONDITIONS.

1. Jefferson County reserves the right to request clarification of information submitted and to request additional information of one or more respondents
2. Any agreement or contract resulting from this RFQ shall be on forms approved by Jefferson County and shall contain, at minimum, applicable provisions of this document. Jefferson County reserves the right to reject any agreement that does not conform to this document and any County requirements and contracts.
3. The residential home elevation contractor shall not assign any interest in the contract and shall not transfer any interest in the same without prior written consent of the County.
4. No reports, information, or data given to or prepared by the residential home elevation contractor under contract shall be made available to any individual or organization by the residential home elevation contractor without the prior written approval of the County.

RESPONDENT: INSERT COPY OF CERTIFICATE OF INSURANCE (COI) BEHIND THIS PAGE.

Note: For RFQ response submission purposes, a general COI will suffice. However, a COI that includes the notation that "Jefferson County as an additional insured" will be required from Awarded Respondent(s) prior to the issuance of a Purchase Order.

REMEDIES

(For all awarded contracts with a value greater than $150,000.00)

Any violation or breach of terms of this contract on the part of the Contractor or the Contractor's subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this contract. The duties and obligations imposed by the contract documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. Any violation or breach of terms of this contract of the Contractor or the Contractor's sub-contractors will be subject to the remedies, including liquidated damages, described in the bid specifications or Request for Proposal and the Client rules and regulations and special conditions which are incorporated herein by reference in their entirety.

TERMINATION FOR CAUSE AND CONVENIENCE

(For all awarded contracts with a value greater than $10,000.00)

The Client reserves the right to terminate this contract for cause or convenience pursuant to the rules and regulations and special conditions which are incorporated herein by reference in their entirety.

EQUAL EMPLOYMENT OPPORTUNITY

(For all awarded contracts that meet the definition of "federally assisted construction contract" provided in 41 CFR Part 60-1.3) ***Contractor must complete enclosed certification***

During the performance of this contract, the contractor agrees as follows:

1. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:
Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this non-discrimination clause.

2. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

3. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

4. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

6. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965,

and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

7. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

8. The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

DAVIS-BACON ACT AND COPELAND "ANTI-KICKBACK" ACT

(The Davis-Bacon Act only applies to the Emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant Program. It DOES NOT apply to other FEMA grant and cooperative agreement programs, including the Public Assistance Program.

1. ***Minimum wages.***

   i. All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 193 7 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage dete1mination of the Secretary of

Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1 (b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(I)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in §5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided,* that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(I)(ii) of this section) and the Davis Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

ii. (A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination, and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

2) The classification is utilized in the area by the construction industry; and

3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions , including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D)The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(I)(ii) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

i. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

ii. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided,* That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account asset for the meeting of obligations under the plan or program.

2. ***Withholding.***

The Federal Agency and/or Client shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 193 7 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the (Agency) may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. ***Payrolls and basic records.***

i. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section I (b) (2) (B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(I)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section I(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

ii. (A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the federal agency if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to the federal agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee *(e.g.,* the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at *http://www.dol.gov/esa/whd(forms/wh347instr.htm* or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the federal agency if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit them to the applicant, sponsor, or owner, as the case may be, for transmission to the federal agency, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, sponsor, or owner). (B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

1) That the payroll for the payroll period contains the information required to be provided under §5.5 (a) (3) (ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a) (3) (i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

i. The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section section available for inspection, copying, or transcription by authorized representatives of the federal agency or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. ***Apprentices and trainees.***

i. ***Apprentices.*** Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractors registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

ii. ***Trainees.*** Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the

journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

iii. ***Equal employment opportunity.*** The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

5. ***Compliance with Copeland Act requirements.***

The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

6. ***Subcontracts.***

The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a) (l) through (10) and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

7. ***Contract termination: debarment.***

A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. ***Compliance with Davis-Bacon and Related Act requirements.***

All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. ***Breach.***

A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

10. ***Disputes concerning labor standards.***

Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

11. ***Certification of eligibility.***

1) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis Bacon Act or 29 CFR 5.12(a)(l).

2) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(l).

3) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

(For all awarded contracts related to "mechanics and laborers" with a value greater than $100,000.00)

1) **Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
2) **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of $27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.
3) **Withholding for unpaid wages and liquidated damages.** The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.
4) **Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT

(This requirement **does not apply** to the Public Assistance, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households - Other Needs Assistance Grant Program, as FEMA awards under these programs do not meet the definition of "funding agreement." If FEMA federal award meets definition of "funding agreement" under 37 CFR §401.2(a), for all awarded contracts related to experimental, developmental, or research work type contracts)

(a) Definitions

(1) *Invention* means any invention or discovery which is or may be patentable or otherwise protectable under Title 35 of the United States Code, or any novel variety of *et seq.).*
(2) *Subject invention* means any invention of the *contractor* conceived or first actually reduced to practice in the performance of work under this *contract,* provided that in the case of a variety of plant, the date of determination (as defined in section 41(d) of the Plant Variety Protection Act, 7 U.S.C. 240l (d)) must also occur during the period of *contract* performance.
(3) *Practical Application* means to manufacture in the case of a composition or product, to practice in the case of a process or method, or to operate in the case of a machine or system; and, in each case, under such conditions as to establish that the invention is being utilized and that its benefits are, to the extent permitted by law or government regulations, available to the public on reasonable terms.
(4) *Made* when used in relation to any invention means the conception or first actual reduction to practice of such invention.
(5) *Small Business Firm* means a small business concern as defined at section 2 of Pub. L. 85-536 (15 U.S.C. 632) and implementing regulations of the Administrator of the Small Business Administration. For the purpose of this clause, the size standards for small business concerns involved in government procurement and

subcontracting at 13 CFR 121.3-8 and 13 CFR 121.3- 12, respectively, will be used.

(6) *Nonprofit Organization* means a university or other institution of higher education or an organization of the type described in section 501 (c) {3) of the Internal Revenue Code of 1954 (26 U.S.C. 501(c) and exempt from taxation under section 501(a) of the Internal Revenue Code (25 U.S.C. 501(a)) or any nonprofit scientific or educational organization qualified under a state nonprofit organization statute.

(b) Allocation of Principal Rights

The *Contractor* may retain the entire right, title, and interest throughout the world to each subject invention subject to the provisions of this clause and 35 U.S.C. 203. With respect to any subject invention in which the *Contractor* retains title, the Federal government shall have a nonexclusive, non-transferable, irrevocable, paid-up license to practice or have practiced for or on behalf of the United States the subject invention throughout the world.

(c) Invention Disclosure, Election of Title and Filing of Patent Application by *Contractor*

(1) The *contractor* will disclose each subject invention to the *Federal Agency* within two months after the inventor discloses it in writing to *contractor* personnel responsible for patent matters. The disclosure to the agency shall be in the form of a written report and shall identify the *contract* under which the invention was made and the inventor(s). It shall be sufficiently complete in technical detail to convey a clear understanding to the extent known at the time of the disclosure, of the nature, purpose, operation, and the physical, chemical, biological or electrical characteristics of the invention. The disclosure shall also identify any publication, on sale or public use of the invention and whether a manuscript describing the invention has been submitted for publication and, if so, whether it has been accepted for publication at the time of disclosure. In addition, after disclosure to the *agency,* the *Contractor* will promptly notify the *agency* of the acceptance of any manuscript describing the invention for publication or of any on sale or public use planned by the *contractor.*

(2) The *Contractor* will elect in writing whether or not to retain title to any such invention by notifying the *Federal agency* within two years of disclosure to the *Federal agency.* However, in any case where publication, on sale or public use has initiated the one-year statutory period wherein valid patent protection can still be obtained in the United States, the period for election of title may be shortened by the *agency* to a date that is no more than 60 days prior to the end of the statutory period.

(3) The *contractor* will file its initial patent application on a subject invention to which it elects to retain title within one year after election of title or, if earlier, prior to the end of any statutory period wherein valid patent protection can be obtained in the United States after a publication, on sale, or public use. The *contractor* will file patent applications in additional countries or international patent offices within either ten months of the corresponding initial patent application or six months from the date permission is granted by the Commissioner of Patents and Trademarks to file foreign patent applications where such filing has been prohibited by a Secrecy Order.

(4) Requests for extension of the time for disclosure, election, and filing under subparagraphs (1), (2), and (3) may, at the discretion of the *agency,* be granted.

(d) Conditions When the Government May Obtain Title

The *contractor* will convey to the *Federal agency,* upon written request, title to any subject invention-

(1) If the *contractor* fails to disclose or elect title to the subject invention within the times specified in (c), above, or elects not to retain title; provided that the *agency* may only request title within 60 days after learning of the failure of the *contractor* to disclose or elect within the specified times.

(2) In those countries in which the *contractor* fails to file patent applications within the times specified in (c) above; provided, however, that if the *contractor* has filed a patent application in a country after the times specified in (c) above, but prior to its receipt of the written request of the *Federal agency,* the *contractor* shall continue to retain title in that country.

(3) In any country in which the *contractor* decides not to continue the prosecution of any application for, to pay the maintenance fees on, or defend in reexamination or opposition proceeding on, a patent on a subject invention.

(e) Minimum Rights to *Contractor* and Protection of the *Contractor* Right to File

(1) The *contractor* will retain a nonexclusive royalty-free license throughout the world in each subject invention to which the Government obtains title, except if the *contractor* fails to disclose the invention within the times

specified in (c), above. The *contractor's* license extends to its domestic subsidiary and affiliates, if any, within the corporate structure of which the *contractor* is a party and includes the right to grant sublicenses of the same scope to the extent the *contractor* was legally obligated to do so at the time the *contract* was awarded. The license is transferable only with the approval of the *Federal* to which the invention pertains.

(2) The *contractor's* domestic license may be revoked or modified by the *funding Federal agency* to the extent necessary to achieve expeditious practical application of the subject invention pursuant to an application for an exclusive license submitted in accordance with applicable provisions at 37 CFR part 404 and *agency* licensing regulations (if any). This license will not be revoked in that field of use or the geographical areas in which the *contractor* has achieved practical application and continues to make the benefits of the invention reasonably accessible to the public. The license in any foreign country may be revoked or modified at the discretion of the *funding Federal agency* to the extent the *contractor,* its licensees, or the domestic subsidiaries or affiliates have failed to achieve practical application in that foreign country.

(3) Before revocation or modification of the license, the *funding Federal agency* will furnish the *contractor* a written notice of its intention to revoke or modify the license, and the *contractor* will be allowed thirty days (or such other time as may be authorized by the *funding Federal agency* for good cause shown by the *contractor)* after the notice to show cause why the license should not be revoked or modified. The *contractor* has the right to appeal, in accordance with applicable regulations in 37 CFR part 404 and *agency* regulations (if any) concerning the licensing of Government-owned inventions, any decision concerning the revocation or modification of the license.

(f) *Contractor* Action to Protect the Government's Interest

(1) The *contractor* agrees to execute or to have executed and promptly deliver to the *Federal agency* all instruments necessary to

(i) establish or confirm the rights the Government has throughout the world in those subject inventions to which the *contractor* elects to retain title, and

(ii) convey title to the *Federal agency* when requested under paragraph (d) above and to enable the government to obtain patent protection throughout the world in that subject invention.

(2) The *contractor* agrees to require, by written agreement, its employees, other than clerical and nontechnical employees, to disclose promptly in writing to personnel identified as responsible for the administration of patent matters and in a format suggested by the *contractor* each subject invention made under *contract* in order that the *contractor* can comply with the disclosure provisions of paragraph (c), above, and to execute all papers necessary to file patent applications on subject inventions and to establish the government's rights in the subject inventions. This disclosure format should require, as a minimum, the information required by (c) (l), above. The *contractor* shall instruct such employees through employee agreements or other suitable educational programs on the importance of reporting inventions in sufficient time to permit the filing of patent applications prior to U.S. or foreign statutory bars.

(3) The *contractor* will notify the *Federal agency* of any decisions not to continue the prosecution of a patent application, pay maintenance fees, or defend in a reexamination or opposition proceeding on a patent, in any country, not less than thirty days before the expiration of the response period required by the relevant patent office.

(4) The *contractor* agrees to include, within the specification of any United States patent applications and any patent issuing thereon covering a subject invention, the following statement, "This invention was made with government support under (identify the *contract)* awarded by (identify the Federal agency). The government has certain rights in the invention."

(g) Subcontracts

(1) The *contractor* will include this clause, suitably modified to identify the parties, in all subcontracts, regardless of tier, for experimental, developmental or research work. The subcontractor will retain all rights provided for the *contractor* in this clause, and the *contractor* will not, as part of the consideration for awarding the subcontract, obtain rights in the subcontractor's subject inventions.

(2) In the case of subcontracts, at any tier, when the prime award with the Federal agency was a contract (but

not a grant or cooperative agreement), the *agency,* subcontractor, and the contractor agree that the mutual obligations of the parties created by this clause constitute a contract between the subcontractor and the Federal agency with respect to the matters covered by the clause; provided, however, that nothing in this paragraph is intended to confer any jurisdiction under the Contract Disputes Act in connection with proceedings under paragraph (i) of this clause.

(h) Reporting on Utilization of Subject Inventions

The *Contractor* agrees to submit on request periodic reports no more frequently than annually on the utilization of a subject invention or on efforts at obtaining such utilization that are being made by the *contractor* or its licensees or assignees. Such reports shall include information regarding the status of development, date of first commercial sale or use, gross royalties received by the contractor, and such other data and information as the *agency* may reasonably specify. The *contractor* also agrees to provide additional reports as may be requested by the *agency* in connection with any march-in proceeding undertaken by the *agency* in accordance with paragraph (i) of this clause. As required by 35 U.S.C. 202(c) (5), the *agency* agrees it will not disclose such information to persons outside the government without permission of the *contractor.*

(i) Preference for United States Industry

Notwithstanding any other provision of this clause, the *contractor* agrees that neither it nor any assignee will grant to any person the exclusive right to use or sell any subject inventions in the United States unless such person agrees that any products embodying the subject invention or produced through the use of the subject invention will be manufactured substantially in the United States. However, in individual cases, the requirement for such an agreement may be waived by the *Federal agency* upon a showing by the *contractor* or its assignee that reasonable but unsuccessful efforts have been made to grant licenses on similar terms to potential licensees that would be likely to manufacture substantially in the United States or that under the circumstances domestic manufacture is not commercially feasible.

(j) March-in Rights

The *contractor* agrees that with respect to any subject invention in which it has acquired title, the *Federal agency* has the right in accordance with the procedures in 37 CFR 401.6 and any supplemental regulations of the *agency* to require the *contractor,* an assignee or exclusive licensee of a subject invention to grant a nonexclusive, partially exclusive, or exclusive license in any field of use to a responsible applicant or applicants, upon terms that are reasonable under the circumstances, and if the *contractor,* assignee, or exclusive licensee refuses such a request the *Federal agency* has the right to grant such a license itself if the *Federal agency* determines that:

(1) Such action is necessary because the *contractor* or assignee has not taken or is not expected to take within a reasonable time, effective steps to achieve practical application of the subject invention in such field of use.

(2) Such action is necessary to alleviate health or safety needs which are not reasonably satisfied by the *contractor,* assignee or their licensees;

(3) Such action is necessary to meet requirements for public use specified by Federal regulations and such requirements are not reasonably satisfied by the *contractor,* assignee or licensees; or

(4) Such action is necessary because the agreement required by paragraph (i) of this clause has not been obtained or waived or because a licensee of the exclusive right to use or sell any subject invention in the United States is in breach of such agreement.

(k)Special Provisions for *Contracts* with Nonprofit Organizations If the *contractor* is a nonprofit organization, it agrees that:

(1) Rights to a subject invention in the United States may not be assigned without the approval of the *Federal agency,* except where such assignment is made to an organization which has as one of its primary functions the management of inventions, provided that such assignee will be subject to the same provisions as the *contractor;*

(2) The *contractor* will share royalties collected on a subject invention with the inventor, including Federal employee co-inventors (when the agency deems it appropriate) when the subject invention is assigned in accordance with 35 U.S.C. 202(e) and 37 CFR 401.10;

(3) The balance of any royalties or income earned by the *contractor* with respect to subject inventions, after payment of expenses (including payments to inventors) incidental to the administration of subject inventions, will be utilized for the support of scientific research or education; and

(4) It will make efforts that are reasonable under the circumstances to attract licensees of subject invention that are small business firms and that it will give a preference to a small business firm when licensing a subject invention if the *contractor* determines that the small business firm has a plan or proposal for marketing the

invention which, if executed, is equally as likely to bring the invention to practical application as any plans or proposals from applicants that are not small business firms; provided, that the *contractor* is also satisfied that the small business firm has the capability and resources to carry out its plan or proposal. The decision whether to give a preference in any specific case will be at the discretion of the *contractor.* However, the *contractor* agrees that the Secretary applicants, and the *contractor* will negotiate changes to its licensing policies, procedures, or practices with the Secretary when the Secretary's review discloses that the *contractor* could take reasonable steps to implement more effectively the requirements of this paragraph (k)(4).

(l) Communication

Any communications to be given hereunder by either party to the other shall be deemed to be duly given if set forth in writing and personally delivered or sent by mail, registered or certified, postage prepaid with return receipt requested, as follows:

_____

_____

_____

_____

Written notices hereunder delivered personally shall be deemed communicated as of actual receipt; mailed notices shall be deemed communicated five (5) days after deposit in the mail, post prepaid, certified, in accordance with this Paragraph.

CLEAN AIR ACT

(For all awarded contracts with a value greater than $150,000.00)

(m) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

(n) The contractor agrees to report each violation to the (name of applicant entering into the contract) and understands and agrees that the (name of the applicant entering into the contract) will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(o) The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

FEDERAL WATER POLLUTION CONTROL ACT

(For all awarded contracts with a value greater than $150,000.00)

(1) The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

(2) The contractor agrees to report each violation to the (name of the applicant entering into the contract) and understands and agrees that the (name of the applicant entering into the contract) will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

DEBARMENT AND SUSPENSION ***Contractor must complete enclosed certification***

(1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by Client. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to

remedies available to (insert name of recipient/subrecipient/applicant), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

BYRD ANTI-LOBBYING AMENDMENT

(For all awarded contracts with a value greater than $100,000.00.) ***Contractor must complete enclosed certification***

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended) Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

The Contractor certifies, to the best of his or her knowledge and belief that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) Contractor will include language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of $150,000.00 shall certify and disclose accordingly.

PROCUREMENT OF RECOVERED MATERIALS

(The requirements of Section 6002 include procuring only items designated in guidelines of the EPA at 40

C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired by the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.)

(1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA designated items unless the product cannot be acquired:

   a) Competitively within a timeframe providing for compliance with the contract performance schedule;

   b) Meeting contract performance requirements; or

   c) At a reasonable price.

(2) Information about this requirement is available at EPA's Comprehensive Procurement Guidelines website, http://www.epa.gov/cpg/.

The list of EPA-designate items is available at http://www.epa.gov/cpg/products.htm.

(3) The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the "Solid Waste Disposal Act."

ACCESS TO RECORDS

The following access to records requirements apply to this contract:

(1) The Contractor agrees to provide the Client, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

(2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

(4) In compliance with the Disaster Recovery Act of 2018, the Client and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

CHANGES

To be eligible for FEMA assistance under the non-Federal entity's FEMA grant or cooperative agreement, the cost of the change, modification, change order, or constructive change must be allowable, allocable, within the scope of its grant or cooperative agreement, and reasonable for the completion of project scope.

FEMA recommends, therefore, that a non-Federal entity include a changes clause in its contract that describes how, if at all, changes can be made by either party to alter the method, price, or schedule of the work without breaching the contract. The language of the clause may differ depending on the nature of the contract and the end-item procured.

DHS SEAL, LOGO, AND FLAGS

The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS

This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

NO OBLIGATION BY FEDERAL GOVERNMENT

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.

PROHIBITION ON CONTRACTING FOR COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES

2 C.F.R. § 200.216, as implemented by FEMA Policy 405-143-1, prohibits the Contractor from using equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

DOMESTIC PREFERENCES FOR PROCUREMENTS

As appropriate and to the extent consistent with law, the Contractor agrees, to the greatest extent practicable, prefer the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).

AFFIRMATIVE SOCIOECONOMIC STEPS

If subcontracts are to be let, the prime contractor is required to take all necessary steps identified in 2_C.F.R. § 200.321(b)(1)-(5) to ensure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

COPYRIGHT AND DATA RIGHTS

"License and Delivery of Works Subject to Copyright and Data Rights"

The Contractor grants to the Client a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this contract, the Contractor will identify such data and grant to the Client or acquires on its behalf a license of the same scope as for data first produced in the performance of this contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this contract, the Contractor will deliver to the Client data first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by the Client."

BYRD ANTI-LOBBYING CERTIFICATION

Certification for Contracts, Grants, Loans, and Cooperative Agreements-The undersigned certifies, to the best of his or her knowledge and belief, that:

1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The Contractor _____ certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

_____

Signature of Contractor's Authorized Official

_____

Name and Title of Contractor's Authorized Official

_____

Date

REQUIRED FORM
Bidder: Please complete this form and include with bid submission.

DEBARMENT/SUSPENSION CERTIFICATION

Non-Federal entities and contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, Debarment and Suspension (1986) and Executive Order 12689, Debarment and Suspension (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (No procurement Debarment and Suspension).

This requirement applies to all FEMA grant and cooperative agreement programs.

Federal Executive Order (E .O.) 12549 "Debarment" requires that all contractors receiving individual awards, using federal funds, and all sub recipients certify that the organization and its principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from doing business with the Federal Government. By signing this document, you certify that your organization and its principals are not debarred. Failure to comply or attempts to edit this language may disqualify your bid. Information on debarment is available at the following websites: www.sam.gov and https://acguisition.qov/far/index.html see section 52.209-6.

The Contractor _____ certifies or affirms by your signature that neither you nor your principal is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

_____
Signature of Contractor's Authorized Official

_____
Name and Title of Contractor's Authorized Official

_____
Date

REQUIRED FORM
Bidder: Please complete this form and include with bid submission.

CIVIL RIGHTS COMPLIANCE PROVISIONS

1. EQUAL EMPLOYMENT OPPORTUNITY (Equal Opportunity Clause)

(For all awarded contracts that meet the definition of "federally assisted construction contract" provided in 41 CFR Part 60-1.3)

During the performance of this contract, the contractor agrees as follows:

1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

   Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or order this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

CIVIL RIGHTS COMPLIANCE PROVISIONS (CONTINUED)

8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

_____

Signature of Contractor's Authorized Official

_____

Name and Title of Contractor's Authorized Official

_____

Date

REQUIRED FORM
Bidder: Please complete this form and include with bid submission.

SECTION 3: RFQ SUBMISSION INSTRUCTIONS AND SPECIAL REQUIREMENTS

The following requirements and instructions **supersede** General Requirements where applicable.

3.1 SUBMISSION OF QUALIFICATIONS.

Each Respondent shall ensure that required parts of the RFQ response are completed with accuracy and submitted as per the requirements within this specifications packet, including any addenda.

Responses must be submitted in complete original form by mail or messenger to the following address:

Jefferson County Purchasing Department
1149 Pearl Street, 1st Floor
Beaumont, TX 77701

Respondent shall submit response in a tightly sealed opaque envelope or box, plainly marked "SEALED RFQ RESPONSE." The outside of the envelope of box shall also include the RFQ Number, RFQ Name, RFQ Due Date, and the Respondent's Name and Address; and shall be addressed to the Purchasing Agent.

The County requests that response submissions NOT be bound by staples or glued spines.

Respondent is responsible for submitting: One (1) original and five (5) response copies; with all copies to include a completed copy of this specifications packet, in its entirety.

Respondent shall monitor the Jefferson County Purchasing Department Website for any addenda, additional instructions, or RFQ updates. https://www.co.jefferson.tx.us/Purchasing/

Failure to return and/or complete all required documentation will result in a response being declared as non-responsive.

3.2 DEADLINE FOR RESPONSE SUBMISSIONS/DELIVERY.

All submissions must be received by 11:00 am CT, Wednesday, August 31, 2022

RFQ responses will be accepted at the above address until the time and date specified herein, and immediately after will be publicly opened and read aloud.

Late responses will not be accepted and will be returned unopened to the Respondent.

Jefferson County will not accept any responsibility for responses being delivered by third party carriers.

Jefferson County shall not be responsible for any effort or cost expended in the preparation of a response to this RFQ.

All responses submitted in response to this invitation shall become the property of Jefferson County and will be a matter of public record available for review.

All protests should be coordinated through the Purchasing Office prior to award recommendation to Commissioners' Court.

Please direct questions to **Mistey Reeves, Assistant Purchasing Agent** at 409-835-8593 or e-mail at mreeves@co.jefferson.tx.us. If no response in 72 hours, contact **Deborah Clark, Purchasing Agent** at 409-835-8593 or e-mail at dclark@co.jefferson.tx.us

3.3 COURTHOUSE SECURITY.

All visitors to the Courthouse must pass through Security. Respondents planning to hand deliver their RFQ response must allow time to get through Security, as a delay in entering the Courthouse will not be accepted as an excuse for late submittal. Mondays and Tuesdays are particularly heavy days.

In response to the Covid-19 pandemic, Jefferson County has implemented precautionary measures recommended by the CDC within its facilities. Respondents are strongly urged to plan accordingly.

3.4 COUNTY HOLIDAYS (2022).

January 17, 2022	Martin Luther King, Jr. Day	Monday
February 21, 2022	President's Day	Monday
April 15, 2022	Good Friday	Friday
May 30, 2022	Memorial Day	Monday
July 4, 2022	Independence Day	Monday
September 5, 2022	Labor Day	Monday
November 11, 2022	Veteran's Day	Friday
November 24 & 25, 2022	Thanksgiving	Thursday & Friday
December 23 & 26, 2022	Christmas	Friday & Monday
January 2, 2023	New Year's	Monday

3.5 SUBMISSIONS DURING TIME OF INCLEMENT WEATHER, DISASTER, OR EMERGENCY.

In case of inclement weather or any other unforeseen event causing the County to close for business on the date of a bid/proposal/statement of qualifications submission deadline, the RFQ closing will automatically be postponed until the next business day that County offices are open to the public. Should inclement weather conditions or any other unforeseen event cause delays in courier service operations, the County may issue an addendum to all known vendors interested in the project to extend the deadline. It will be the responsibility of the vendor to notify the county of their interest in the project should these conditions impact their ability to submit a bid/proposal/statement of qualifications submission before the stated deadline. The County reserves the right to make the final judgement call to extend any deadline.

Should an emergency or unanticipated event interrupt normal County processes, and bid/proposal/statement of qualifications submissions cannot be received by the Jefferson County Purchasing Department's office by the exact time specified in the RFQ and urgent County requirements preclude amendment to the RFQ, the time specified for receipt of Statements of Qualifications will be deemed to be extended to the same time of day specified in the solicitation on the first business day on which normal County processes resume.

Proposals will be opened publicly in a manner to avoid public disclosure of contents; however, only names of Proposers will be read aloud.

3.6 PRE-PROPOSAL CONFERENCE.

Due to the nature of this Request for Proposals, a Pre-Proposal Conference will not be held for this project.

3.7 QUESTIONS/DEADLINE FOR QUESTIONS.

Questions may be emailed to **Mistey Reeves, Assistant Purchasing Agent** at mreeves@co.jefferson.tx.us or faxed at 409-835-8456. If no response in 72 hours, contact **Deborah Clark, Purchasing Agent** at dclark@co.jefferson.tx.us or faxed at 409-835-8456.

The Deadline for asking questions or requesting additional information (in writing) is 5:00 pm, CT, August 24, 2022.

3.8 VENDOR REGISTRATION: SAM (SYSTEM FOR AWARD MANAGEMENT).

Vendors doing business with Jefferson County are **required** to be registered with The System for Award Management (SAM), with an "active" status. The System for Award Management (SAM) is the Official U.S. Government system that consolidated the capabilities of CCR/FedReg, ORCA, and EPLS. There is NO fee to register for this site. Entities may register at no cost directly from the SAM website at: https://www.sam.gov

In instances where a vendor has either an "Inactive" SAM Registration or is not currently registered with the System for Award Management, the Purchasing Department may *initially* accept proof (printout from the SAM website) that the vendor has begun the registration process in order for the IFB/RFQ/RFQ submission to be considered as "responsive" to the specifications for the project.

However, the SAM Registration must be completed (showing "active" status, with no exclusions) prior to the award and/or execution of an agreement or contract for the project.

3.9 FORM 1295 SUBMISSION REQUIREMENT (TEXAS ETHICS COMMISSION).

ALL NON-EXEMPT RESPONDENTS ARE REQUIRED TO SUBMIT COMPLETED FORM 1295 WITH RFQ RESPONSE SUBMISSION.

INSTRUCTIONS:

(1) Submit a FORM 1295 online via the Texas Ethics Commission website link below.
Vendors must enter the required information on Form 1295, and print a copy of the completed form.
The form will include a certification of filing that will contain a unique certification number.

2. Submit a FORM 1295 hard copy (completed & signed by an Authorized Agent of the Awarded Vendor), to the Jefferson County Purchasing Department WITH RFQ SUBMISSION.

FORM 1295, Completion Instructions, and Login Instructions are available via the Texas Ethics Commission Website at:
https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

SAMPLE: A sample of a completed FORM 1295 is included on PAGE 28.

FORM 1295 Implementation Background:

In accordance with House Bill 1295 (passed January 1, 2016), Vendors entering into contracts and professional agreements with Jefferson County will be required to complete a Certificate of Interested Parties (FORM 1295), **unless contract is considered exempt as described below.**

In 2017, the Texas legislature amended the law to require Form 1295 to include an "unsworn declaration" which includes, among other things, the date of birth and address of the authorized representative signing the form. The unsworn declaration, including the date of birth and address of the signatory, replaces the notary requirement that applied to contracts entered into before January 1, 2018. The TEC filing application does not capture the date of birth or street address of the signatory and it will not appear on forms that are filed using the TEC filing application.

Changes to the law requiring certain businesses to file a Form 1295 are in effect for contracts entered into or amended on or after January 1, 2018. The changes exempt businesses from filing a Form 1295 for certain types of contracts and replace the need for a completed Form 1295 to be notarized. Instead, the person filing a 1295 needs to complete an "unsworn declaration."

FORM 1295 EXEMPTIONS:

What type of contracts are exempt from the Form 1295 filing requirement under the amended law?

The amended law adds to the list of types of contract exempt from the Form 1295 filing requirement.

A completed Form 1295 is not required for:

- a sponsored research contract of an institution of higher education
- an interagency contract of a state agency or an institution of higher education
- a contract related to health and human services if: the value of the contract cannot be determined at the time the contract is executed; and o any qualified vendor is eligible for the contract
- a contract with a publicly traded business entity, including a wholly owned subsidiary of the business entity
- a contract with an electric utility, as that term is defined by Section 31.002, Utilities Code
- a contract with a gas utility, as that term is defined by Section 121.001, Utilities Code

SAMPLE: FORM 1295

CERTIFICATE OF INTERESTED PARTIES — FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

YOUR FIRM NAME HERE

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

**JEFFERSON COUNTY, TEXAS*

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

BID/CONTRACT/PO NUMBER GOES HERE

4 Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
		Controlling	Intermediary
NAME OF PERSON/PERSONS THAT OWN BUSINESS GOES HERE. MUST LIST ANY PERSON THAT DOES NOT WORK FOR THE COMPANY LISTED IN #1 THAT WILL PROFIT FROM THE BID/CONTRACT/PO			

5 Check only if there is NO Interested Party. ☐ **ONLY CHECK IF NO CONTROLLING OR INTERMEDIARY PARTY**

6 UNSWORN DECLARATION — Vendor is to complete #6 - Unsworn Declaration

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____ County, State of _____, on the _____ day of _____, 20_____.
(month) (year)

_____
Signature of authorized agent of contracting business entity
(Declarant)

ADD ADDITIONAL PAGES AS NECESSARY

Form provided by Texas Ethics Commission www.ethics.state.tx.us Revised 12/22/2017

Must file online at www.ethics.state.tx.us/File

RESPONDENT: INSERT COMPLETED FORM 1295 BEHIND THIS PAGE.

BIDDER: INSERT PROOF OF SYSTEM FOR AWARD MANAGEMENT (SAM) REGISTRATION PROOF HERE. THE WEBSITE FOR REGISTRATION IS SAM.GOV.

3.10 CONFIDENTIAL/PROPRIETARY INFORMATION.

If any material in the Statement of Qualifications is considered by Respondent to be confidential or proprietary information (including manufacturing and/or design processes exclusive to the Respondent), Respondent **must** clearly mark the applicable pages of Respondent's Statement of Qualifications to indicate each claim of confidentiality. Additionally, Respondent must include a statement on company letterhead identifying all Statement of Qualifications section(s) and page(s) that have been marked as confidential. Jefferson County will protect from public disclosure such portions of a Statement of Qualifications, unless directed otherwise by legal authority, including existing open records acts. Merely making a blanket claim that the entire Statement of Qualifications submission is protected from disclosure because it contains some proprietary information is not acceptable, and will make the entire Statement of Qualifications subject to release under the Texas Public Information Act.

By submitting a Statement of Qualifications, Respondent agrees to reproduction by Jefferson County, without cost or liability, of any copyrighted portions of Respondent's Statement of Qualifications submission or other information submitted by Respondent.

3.11 EVALUATION SCORING CRITERIA FOR RFQ RESPONSES

The appointed Evaluation Committee will consider the following criteria in evaluating responses:

Narrative of Proposed Services/Approach.....25 points

Technical, Administrative, and Fiscal Capacity to Provide Services.....25 points

Past Project Performance and References.....20 points

Past Experience on Similar Projects.....20 points

Firm's Staff Qualifications.....10 points

RESPONDENT INFORMATION FORM

Instructions: Complete the form below. Please provide legible, accurate, and complete contact information. PLEASE PRINT.

RFQ Number & Name: (RFQ 22-047) Contractor Qualifications for Residential Home Elevation for HMA, TWDB and BRIC Disaster Funding Recipients

Respondent's Company/Business Name: _____

Respondent's TAX ID Number: _____

If Applicable: **HUB Vendor No.** _____ **DBE Vendor No.** _____

Contact Person: _____ **Title:** _____

Phone Number (with area code): _____

Alternate Phone Number if available (with area code): _____

Fax Number (with area code): _____

Email Address: _____

Mailing Address (Please provide a physical address for bid bond return, if applicable):

_____
Address

_____
City, State, Zip Code

REQUIRED FORM
Respondent: Please complete this form and include with RFQ submission.

VENDOR REFERENCES FORM

Respondent: Please list at least three (3) companies or governmental agencies (preferably a municipality) where the same or similar products and/or services as contained in this specification package were recently provided.

REQUIRED FORM
Respondent: Please complete this form and include with RFQ submission.

REFERENCE ONE

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ Fax: _____

Email Address: _____ Contract Period: _____

Scope of Work: _____

REFERENCE TWO

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ Fax: _____

Email Address: Contract Period: _____

Scope of Work: _____

REFERENCE THREE

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ Fax: _____

Email Address: Contract Period: _____

Scope of Work: _____

SIGNATURE PAGE

As permitted under Article 4413 (32c) V.A.C.S., other governmental entities may wish to participate under the same terms and conditions contained in this contract (i.e., piggyback). In the event any other entity participates, all purchase orders will be issued directly from and shipped directly to the entity requiring supplies/services. Jefferson County shall not be held responsible for any orders placed, deliveries made or payment for supplies/services ordered by another entity. Each entity reserves the right to determine their participation in this contract.

Would Respondent be willing to allow other governmental entities to piggyback off this contract, if awarded, under the same terms and conditions?..... **Yes** ☐ **No** ☐

This Statement of Qualifications/RFQ Response shall remain in effect for ninety (90) days from RFQ opening and shall be exclusive of federal excise and state and local sales tax (exempt).

The undersigned agrees, if this RFQ response is accepted, to furnish any and all items upon which prices are offered, at the price and upon the terms and conditions contained in the Request for Statements of Qualification, Conditions of RFQ Response, Terms of Contract, and Specifications and all other items made a part of the accepted contract.

The undersigned affirms that they are duly authorized to execute the contract, that this company, corporation, firm, partnership or individual has not prepared this RFQ response in collusion with any other Respondent, and that the contents of this RFQ response as to prices, terms or conditions of said response have not been communicated by the undersigned nor by any employee or agent to any other RFQ Respondent or to any other person(s) engaged in this type of business prior to the official opening of this RFQ. And further, that neither the Respondent nor their employees nor agents have been for the past six (6) months directly nor indirectly concerned in any pool or agreement or combination to control the price of goods or services on, nor to influence any person to respond or not to respond thereon.

RFQ Respondent (Entity Name)	Signature
Street & Mailing Address	Print Name
City, State & Zip	Date Signed
Telephone Number	Fax Number
E-mail Address	

REQUIRED FORM
Respondent: Please complete this form and include with RFQ submission.

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The Contractor, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

_____

Signature of Contractor's Authorized Official

_____

Name and Title of Contractor's Authorized Official *(Please Print)*

_____

Date

REQUIRED FORM
Respondent: Please complete this form and include with RFQ submission.

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether sub-awardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.

2. Identify the status of the covered Federal action.

3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.

4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the sub-awardee, e.g., the first sub-awardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.

5. If the organization filing the report in item 4 checks "Sub-awardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.

6. Enter the name of the federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.

7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.

8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFQ) number; Invitations for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Included prefixes, e.g., "RFQ-DE-90-001."

9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.

10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).

11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503

Approved by OMB
0348-0046

Disclosure of Lobbying Activities

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure)

Type of Federal Action: a. contract ____ b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	**Status of Federal Action:** a. bid/offer/application _____ b. initial award c. post-award	**Report Type:** a. initial filing _____ b. material change
Name and Address of Reporting Entity: ____ Prime _____ Sub-awardee Tier_____, if Known: **Congressional District, if known:**	**If Reporting Entity in No. 4 is Sub-awardee,** Enter Name and Address of Prime: **Congressional District, if known:**	
Federal Department/Agency:	**7. Federal Program Name/Description:** CFDA Number, *if applicable*: _____	
Federal Action Number, *if known:*	**9. Award Amount**, *if known:* **$**	
10. a. Name and Address of Lobbying Registrant *(if individual, last name, first name, MI):*	**b. Individuals Performing Services** *(including address if different from No. 10a)* *(last name, first name, MI):*	
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.	**Signature:** _____ **Print Name:** _____ **Title:** _____ **Telephone No.:** _____ **Date:** _____	
Federal Use Only	**Authorized for Local Reproduction** **Standard Form - LLL (Rev. 7-97)**	

REQUIRED FORM
Respondent: Please complete this form and include with RFQ submission.

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

(A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;

(B) a transaction conducted at a price and subject to terms available to the public; or

(C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

***

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds $2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than $100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

Form provided by Texas Ethics Commission www.ethics.state.tx.us Revised 11/30/2015

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. *See* Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY
Date Received

1 **Name of vendor who has a business relationship with local governmental entity.**

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information in this section is being disclosed.**

_____
Name of Officer

This section (item 3 including subparts A, B, C, & D) must be completed for each officer with whom the vendor has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more?

☐ Yes ☐ No

D. Describe each employment or business and family relationship with the local government officer named in this section.

4

_____ _____
Signature of vendor doing business with the governmental entity Date

Adopted 8/7/2015

REQUIRED FORM
<u>Respondent</u>: Please complete this form and include with RFQ submission.

LOCAL GOVERNMENT OFFICER
CONFLICTS DISCLOSURE STATEMENT – OFFICE USE ONLY

LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT

FORM CIS

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This is the notice to the appropriate local governmental entity that the following local government officer has become aware of facts that require the officer to file this statement in accordance with Chapter 176, Local Government Code.

OFFICE USE ONLY

Date Received

1 **Name of Local Government Officer**

2 **Office Held**

3 **Name of vendor described by Sections 176.001(7) and 176.003(a), Local Government Code**

4 **Description of the nature and extent of employment or other business relationship with vendor named in item 3**

5 **List gifts accepted by the local government officer and any family member, if aggregate value of the gifts accepted from vendor named in item 3 exceeds $100 during the 12-month period described by Section 176.003(a)(2)(B).**

Date Gift Accepted _____ Description of Gift _____

Date Gift Accepted _____ Description of Gift _____

Date Gift Accepted _____ Description of Gift _____

(attach additional forms as necessary)

6 **AFFIDAVIT**

I swear under penalty of perjury that the above statement is true and correct. I acknowledge that the disclosure applies to each family member (as defined by Section 176.001(2), Local Government Code) of this local government officer. I also acknowledge that this statement covers the 12-month period described by Section 176.003(a)(2)(B), Local Government Code.

_____
Signature of Local Government Officer

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20 _____, to certify which, witness my hand and seal of office.

_____
Signature of officer administering oath | Printed name of officer administering oath | Title of officer administering oath

Adopted 8/7/2015

THIS FORM IS FOR OFFICE USE ONLY

RESIDENCE CERTIFICATION/TAX FORM

Pursuant to Texas Government Code §2252.001 *et seq.*, as amended, Jefferson County requests Resident Certification. §2252.001 *et seq.* of the Government Code provides some restrictions on the awarding of governmental contracts; pertinent provisions of §2252.001 are stated below:

(3) "Non-resident RFQ Respondent" refers to a person who is not a resident.

(4) "Resident RFQ Respondent" refers to a person whose principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

☐ I certify that _____ [company name] is a Resident Respondent of Texas as defined in Government Code §2252.001.

☐ I certify that _____ [company name] is a Non-Resident Respondent as defined in Government Code §2252.001 and our principal place of business is _____ _____ (city and state).

Taxpayer Identification Number (T.I.N.):	
Company Name submitting bid/proposal/response:	
Mailing address:	
If you are an individual, list the names and addresses of any partnership of which you are a general partner:	

Property: List all taxable property owned by you or above partnerships in Jefferson County.

Jefferson County Tax Acct. No.*	Property address or location**

* This is the property amount identification number assigned by the Jefferson County Appraisal District.

** For real property, specify the property address or legal description. For business property, specify the address where the property is located. For example, office equipment will normally be at your office, but inventory may be stored as a warehouse or other location.

REQUIRED FORM
Respondent: Please complete this form and include with RFQ submission.

HOUSE BILL 89 VERIFICATION

I, _____, the undersigned representative of (company or business name)_____ (heretofore referred to as company) being an adult over the age of eighteen (18) years of age, after being duly sworn by the undersigned notary, do hereby depose and verify under oath that the company named above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270:

1. Does not boycott Israel currently; and
2. Will not boycott Israel during the term of the contract.

Pursuant to Section 2270.002, Texas Government Code:

1. "**Boycott Israel**" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made ordinary business purposes; and

2. "**Company**" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or an limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business association that exist to make a profit.

_____
Signature of Company Representative

_____
Date

On this _____ day of _____, 20____, personally appeared

_____, the above-named person, who after by me being duly sworn, did swear and confirm that the above is true and correct.

Notary Seal

_____
Notary Signature

_____
Date

REQUIRED FORM
Respondent: Please complete this form and include with RFQ submission.

SENATE BILL 252 CERTIFICATION

On this day, I, Deborah L. Clark, Purchasing Agent for Jefferson County, Texas, pursuant to Texas Government Code, Chapter 2252, Section 2252.152 and Section 2252.153, certify that I did review the website of the Comptroller of the State of Texas concerning the listing of companies that is identified under Section 806.051, Section 807.051, or Section 2253.253 and I have ascertained that the below named company is not contained on said listing of companies which do business with Iran, Sudan, or any Foreign Terrorist Organization.

_____

Company Name

_____

IFB/RFP/RFQ number

Certification check performed by:

_____

Purchasing Representative

_____

Date

REQUIRED FORM
Respondent: Please complete this form and include with RFQ submission.

RESPONDENT'S CERTIFICATION

I have carefully examined the Request for Proposal Specifications, and any other documents accompanying or made a part of this Request for Proposals.

I hereby propose to furnish the goods or services specified in the Request for Proposal. I agree that my proposal will remain firm for a period of up to **90 days** in order to allow Jefferson County adequate time to evaluate the qualifications submitted.

I verify that all information contained in this proposal is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this proposal on behalf of the firm as its act and deed and that the firm is ready, willing and able to perform if awarded the contract.

I further certify, under oath, that this proposal is made without prior understanding, agreement, connection, discussion, or collusion with any other person, firm or corporation submitting a proposal for the same product or service: no officer, employee or agent of Jefferson County or any other Respondent is interested in said proposal: and that the undersigned executed this Respondent's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

_____
NAME OF BUSINESS

BY:

_____
SIGNATURE

_____
NAME & TITLE, TYPED OR PRINTED

_____
MAILING ADDRESS

_____
CITY, STATE, ZIP CODE

(___) _____
TELEPHONE NUMBER

Sworn to and subscribed before me
this _____day of
_____, 2022

_____
Notary Public

State of _____

My Commission Expires: _____

REQUIRED FORM
<u>Respondent</u>: Please complete this form and include with RFQ submission.

JEFFERSON COUNTY PURCHASING DEPARTMENT
Deborah L. Clark, Purchasing Agent

1149 Pearl Street
1st Floor, Beaumont, TX 77701

OFFICE MAIN: (409) 835-8593
FAX: (409) 835-8456

Addendum to RFQ

RFQ NUMBER: RFQ 22-047/MR

RFQ TITLE: Contractor Qualifications for Residential Home Elevations for HMA, TWDB and BRIC Disaster Funding Recipients, Pursuant to Chapter 262, Texas Local Government Code, the County Purchasing Act and 2 CFR Section 200.318-326

RFQ DUE BY: **11:00 am CT, Wednesday, August 31, 2022**

ADDENDUM NO.: 1

ISSUED (DATE): August 23, 2022

To RFQ Respondent: This Addendum is an integral part of the RFQ package under consideration by you as a Respondent in connection with the subject matter herein identified. Jefferson County deems all sealed qualifications to have been proffered in recognition and consideration of the entire RFQ Specifications Package – *including all addenda*. For purposes of clarification, **receipt of this present Addendum by a Respondent should be evidenced by returning it (signed) as part of the Respondent's sealed RFQ response submission.** If the RFQ response submission has already been received by the Jefferson County Purchasing Department, Respondent should return this addendum in a separate sealed envelope, clearly marked with the RFQ Title, RFQ Number, and RFQ Opening Date and Time, as stated above.

Reason for Issuance of this Addendum:
Vendor Questions

The information included herein is hereby incorporated into the documents of this present RFQ matter and supersedes any conflicting documents or portion thereof previously issued.

Receipt of this Addendum is hereby acknowledged by the undersigned Respondent:

ATTEST:

_____
Witness

_____
Witness

Approved by ____ Date: _____

_____
Authorized Signature (Respondent)

_____
Title of Person Signing Above

_____
Typed Name of Business or Individual

_____
Address

JEFFERSON COUNTY PURCHASING DEPARTMENT
Deborah L. Clark, Purchasing Agent

1149 Pearl Street
1st Floor, Beaumont, TX 77701

OFFICE MAIN: (409) 835-8593
FAX: (409) 835-8456

1. Question: Since our submission of a Statement of Qualifications will not include any bids at this time, may we assume no bid bond is required? If a bid bond is required, what amount should be bonded?
   Answer: No bid bond is due upon submission of your response to this Request for Statement of Qualifications. The bid bond will be required within ten (10) days of signing a contract with the County. This Request for Statement of Qualifications will be used to select qualified vendors to engage in contract negotiations for contracts. The bid bond amount will be determined when negotiations have been completed and a contract for the project has been executed.

Fittz & Shipman

INC.

Consulting Engineers and Land Surveyors

Ronald D. Fittz, P.E., R.P.L.S. (1948-1987)
Terry G. Shipman, P.E., Senior Consultant
Bernardino D. Tristan, P.E., Chief Executive Officer

Daniel A. Dotson, P.E., President
Donald R. King, P.E., Vice President

November 1, 2022

Deborah L. Clark
Purchasing Agent
Jefferson County, Texas

****Professional Agreement****

RE: (RFQ 22-050 MR), Structural Integrity Independent Inspection Services For Flood Mitigation Home Elevation
Various Locations – In Jefferson County

Dear Ms. Clark:

Fittz & Shipman, Inc. is pleased to provide this "Professional Agreement" for providing Structural Integrity Independent Inspection Services for Flood Mitigation Home Elevation for various residential locations throughout Jefferson County. As per the (RFQ 22-050/MR), Structural Integrity and Independent Inspection Services for Flood Mitigation Home Elevation sent to our office on Wednesday, August 16, 2022.

SCOPE OF SERVICES

Structural Integrity Independent Inspection Services for Flood Mitigation Home Elevation

- Perform up to 150 structural analyses and onsite inspections to determine if a structure can withstand the stress of being elevated or if better suited to be reconstructed. Inspection services include providing the County and homeowner with an Inspection Report.
- Inspect structure after Milestone 2 to ensure that the excavation and tunneling under the home is completed.
    - Milestone 2 includes the following:
        - Mobilization of equipment
        - Clearing work
        - Tunneling completed
        - Structure is elevated and resting on cribbing completed
        - Mid-lift EC showing structure is at or above the designated flood elevation. Inspection takes place.
- Inspect structure after Milestone 3 to ensure that the structure is elevated and self-supporting. Water and sewer have been retrofitted/repaired. An elevation certificate has been submitted to verify compliance with the County's adopted flood ordinance.
    - Milestone 3 includes the following:
        - Piers and/or post columns are built
        - New foundation is complete

  - If foundation type will have CMU block wall – capture photos of posts, piles or columns as needed.
  - Inspection takes place.
- Inspect structure after Milestone 4 when all work has been completed. The firm will provide a Final Inspection which will show that the structure has been elevated to the locally compliant Designated Flood Elevation. All permits have been successfully closed out and grant paperwork has been provided as necessary. Communication has occurred by the inspection firm, who will issue a Certificate of Occupancy, to the homeowner. A Certificate of Occupancy will not be issued until after the final inspection.

FEE

Fittz & Shipman will provide a structural inspection and associated report for each requested building for a fixed fee per building.

Initial Analysis	$4,500
Milestone 2	$1,750
Milestone 3	$1,750
Milestone 4	$1,750

In the event of efforts beyond the anticipated scope of services, **Fittz & Shipman, Inc.** shall notify you regarding the need for amendment of this agreement regarding scope and compensation.

This scope of work may be amended to provide additional services at the published standard rates upon written authorization by Owner.

CONTRACT TERMS AND CONDITIONS:

Fittz & Shipman, Inc. shall submit monthly statements for services rendered based on percent of task complete. Reimbursable Expenses incurred shall be invoiced at cost plus a management fee of 15%.

We appreciate your confidence in **Fittz & Shipman, Inc.** to provide the above Structural Integrity Independent Inspection Services. If you wish to discuss our proposed scope of services, scheduling, or fees, please contact me.

EXTENT OF AGREEMENT:

This Agreement, including the following exhibits/attachments: represents the entire and integrated agreement between the County and the Contractor and supersedes all prior negotiations, representations, or agreements, either written or oral. This agreement may be amended only by written instrument signed by authorized representatives of both the County and Contractor.

Fittz & Shipman, Inc.

The executed Contract Document shall consist of the following components:

a. This Professional Agreement Document
b. EXHIBIT A: Statement of Qualifications Submitted by Contractor (PAGES 1-2) (Includes RFQ Specifications, and Addendum No. 1: Completed, Signed, and Submitted as part of RFQ Response by Contractor) (PAGES A.1-A.75)
c. EXHIBIT B: Additional Required (Contractor) Documentation: Proof of System for Award Management Status, TEC FORM 1295 (Completed and Signed by Contractor), Proof of Divestment Status. (PAGES B.1-B.9)

Sincerely,

Fittz & Shipman, Inc.

Bernardino D. Tristan

Bernardino D. Tristan, P.E.
For the Firm

Accepted:

Jefferson County

DECEMBER 13, 2022

by: Mr. Jeff R. Branick, Jefferson County Judge Date

ATTEST Gillie Kent
DATE DECEMBER 13, 2022

COMMISSIONERS COURT
JEFFERSON COUNTY, TEXAS

HUB
Statewide Historically Underutilized Business Program

Fittz & Shipman, Inc.

1405 Cornerstone Court, Beaumont, Tx. 77706

SCHEDULE OF REIMBURSABLE RATES

ENGINEERING AND SURVEYING SERVICES

The charges for engineering and surveying services are invoiced on an hourly basis by classification of personnel in accordance with the following schedule:

Classification	Rate (dollars per hour)	Overtime Rate (dollars per hour)
	Engineering	
Director of Engineering/President	$250.00	same
Project Manager	$220.00	same
Professional Engineer	$180.00	same
Engineer In Training (EIT)	$130.00	same
Engineer Technician	$105.00	$157.50
	Drafting	
CAD Operator IV	$130.00	$195.00
CAD Operator III	$110.00	$165.00
CAD Operator II	$85.00	$127.50
CAD Operator I	$60.00	$90.00
	Surveying	
Registered Professional Land Surveyor	$200.00	same
Survey In Training (SIT)	$130.00	$195.00
Survey Technician	$110.00	$165.00
Survey Party Chief	$105.00	$141.00
Instrument Man	$75.00	$99.50
Rod Man	$55.00	$75.00
Two-Man Survey Crew	$180.00	$270.00
Three-Man Survey Crew	$235.00	$352.50
Robotic Instrument	$250/Day	
Terrestrial Scanner	$5,500/Day	
Aerial Drone LiDAR	$6,500/Day	
Survey Truck	$150/Day	
All-Terrain Vehicle (Side x Side)	$150/Day	
14' Aluminum Boat (3-Person Capacity)	$100/Day	
18' Aluminum Boat (4-6 Person Capacity)	$150/Day	
Concrete Monuments	$100/Each	
	Field Inspection	
Manager Construction Services	$120.00	$180.00
Safety Coordinator	$120.00	$180.00
Construction Representative	$105.00	$157.50
	Associates	
Associate Engineer (Elec., Mech. Etc.)	$225.00	same
	Office Management	
Clerical	$70.00	$105.00
	Expert Testimony	
Investigation/preparation	3X Billing Rate (four hour minimum)	same
Court Testimony/Deposition	3X Billing Rate (four hour minimum)	same

Hourly rates are based on eight-hour working days which include travel time from our Beaumont office and the site. Out of town work will include additional cost (per diem @ $125/day, mileage at current IRS rate).

REIMBURSABLE EXPENSES

For authorized sub-contracts and reimbursable expenses (consultants, printing, supplies, long distance telephone calls, etc.), the charge will be cost plus fifteen percent (15%) service charge.

Rates Effective September 1, 2021 (subject to annual adjustment)

STATEMENT OF QUALIFICATIONS

for

JEFFERSON COUNTY

Request for Qualifications
Structural Integrity and Independent Inspection Services for Flood Mitigation Home Elevation, Pursuant to Chapter 262, Texas Local Government Code, the County Purchasing Act and 2 CFR Section 200.318-326
RFQ 22-050/MR

September 2022

Fittz & Shipman INC.

Consulting Engineers and Land Surveyors

1405 Cornerstone Court
Beaumont, Texas 77706
(409) 832-7238

501 Procter Street, Suite 323
Port Arthur, Texas 77640
(409)999-6023

Certified MBE Minority Business Enterprise

HUB Statewide Historically Underutilized Business Program

DISADVANTAGED BUSINESS DBE CERTIFIED ENTERPRISE

COPY

Fittz & Shipman

INC.

Consulting Engineers and Land Surveyors

Ronald D. Fittz, P.E., R.P.L.S. (1948-1987)
Terry G. Shipman, P.E., Senior Consultant
Bernardino D. Tristan, P.E., Chief Executive Officer

Daniel A. Dotson, P.E., President
Donald R. King, P.E., Vice President

September 7, 2022

Deborah L. Clark, Purchasing Agent
Jefferson County Purchasing Department
1149 Pearl Street, 1st Floor
Beaumont, Texas 77701

RE: RFQ 22-050/MR
Request For Qualifications To Provide
Structural Integrity And Independent Inspection Services
For Flood Mitigation Home Elevation

We are pleased to submit to you our Statement of Qualifications to provide Structural Integrity and Independent Inspection Services for Flood Mitigation Home Elevation, Pursuant to Chapter 262, Texas Local Government Code, the County Purchasing Act and 2 CFR Section 200.318-326.

Fittz & Shipman, Inc. is a locally owned multi-disciplined Engineering and Land Surveying Company providing Civil Engineering, Structural Engineering and Land Surveying and is certified as a Minority Business Enterprise (MBE), Historically Underutilized Business (HUB) and a Disadvantaged Business Enterprise (DBE). Our Team consists of Engineers, Surveyors and Technicians that normally perform Engineering and Surveying tasks on a daily basis.

- Understanding of the work - Fittz & Shipman, Inc., has reviewed the Request for Qualifications and also reviewed information we have on file regarding facilities and past projects we have designed and inspected throughout Southeast Texas. We have performed over 25,000 Structural Inspections, Windstorm Inspections, and Third Party ICC Inspections. Including Inspections and Certifications for the Texas General Land Office's Harvey and Imelda Recovery Program.

- We have performed designs and inspections for numerous municipal projects, commercial sites and school projects throughout Southeast Texas.

- State Licensing - Fittz & Shipman, Inc., is registered with the Texas Board of Professional Engineers and Land Surveyors as Engineering Firm No. 1160 and Survey Firm 100180

and is current with the state board. All Engineers designated as "P.E." and our Registered Professional Land Surveyor (R.P.L.S.) are independently licensed by the Texas Board of Professional Engineers and Land Surveyors.

- Fittz & Shipman, Inc., has not engaged in any unethical practices in the last 5 years or during the history of our company.

Advantages of the Fittz & Shipman Team are:

- Since our founding in 1980, Fittz & Shipman has provided Structural Integrity and Independent Inspection Services to numerous clients throughout the Southeast Texas area on all sizes of projects ranging from private properties to large corporate and municipal holdings.
- We have a history of multiple projects which have been funded by Federal and State Funds and have participated in the application process for obtaining funding.
- We are a Southeast Texas Employee Owned Company with many Engineers and a capable Survey Staff. Our decisions are made locally.
- All of our employees live in the Southeast Texas area – so we are proud to have ownership in the design of our nearby projects and look out for the best interests of the communities.

In summary, we have proven experience and would like the opportunity to discuss our capabilities with you and your staff as you consider projects for funding and design.

Sincerely,

Fittz & Shipman, Inc.

Bernardino Tristan, P.E.
Chief Executive Officer

TABLE OF CONTENTS

- TRANSMITTAL LETTER
- COMPANY PROFILE
- PROJECT ORGANIZATION
- FIRM EXPERIENCE AND QUALIFICATIONS
- RELEVANT PROJECTS
- REFERENCES
- STATE OF TEXAS HISTORICALLY UNDERUTILIZED BUSINESS CERTIFICATION
- RESUMES OF KEY TEAM MEMBERS
- FIRM REGISTRATIONS
- COMPLETED COPY OF THE SPECIFICATIONS PACKET, IN ITS ENTIRETY

COMPANY PROFILE

FIRM NAME
FITTZ & SHIPMAN, INC.

FIRM FOUNDED
March 1980

OWNERSHIP STRUCTURE
Corporation

MBE Certified
HUB Certified
DBE Certified

STAFF COUNT
31

LOCATIONS

Corporate Office
1405 Cornerstone Court
Beaumont, Texas 77706
(409)832-7238

Branch Office
501 Procter Street, Suite 323
Port Arthur, Texas 77640
(409)999-6023

POINTS OF CONTACT

Bernardino Tristan, CEO
btristan@fittzshipman.com
Daniel Dotson, President
ddotson@fittzshipman.com
Donald King, Vice President
dking@fittzshipman.com

Founded in 1980 in Beaumont, Texas. Fittz & Shipman, Inc., provides Civil Engineering, Structural Engineering, Land Surveying, and Construction Management Services throughout Southeast Texas, Houston and East Texas. Our staff includes Professional Engineers, Engineers-in-Training, Construction Inspectors, a Registered Public Surveyor, Survey Field Crews, and Computer Drafting and Design personnel.

Fittz & Shipman, Inc., does not exclusively work for local municipalities and county governments as we also perform engineering and surveying for school districts, local industrial facilities, private developers and commercial businesses. This lets us provide engineering designs as an "end user" of the existing infrastructure and local codes and ordinances – in many cases designing facilities to improve the existing drainage or utility systems through improved storm sewers, storm water detention facilities, plans to control erosion during construction, and permit applications and documentations for our clients

We offer all phases of land surveying, including, but not limited to Boundary Surveys, Title Surveys, Topographic Services, Platting/Replatting Services, Alta Surveys, As Build Surveys, Construction Layout, Elevation Certificates, Subdivision Design, Subdivision Layout with extensive experience in supplying survey services for small and large acreage tracts, apartment complexes, shopping centers, office buildings, and subdivision development.

Civil engineering projects include roads, water/wastewater projects, subdivisions, commercial and institutional facilities, athletic facilities, schools, traffic, transportation, stormwater detention, and many other projects.

Our structural engineering experience has been in the area of foundation and structural design including bridges, fire stations, public utilities, schools, hospitals, office buildings, churches, and many other public and private projects

Fittz & Shipman, Inc., seeks the most qualified engineers and technicians in order to provide exceptional service to government agencies, municipalities, private corporations and individuals.

OFFICERS:

Bernardino Tristan, P.E. – Chief Executive Officer
Daniel Dotson, P.E. – President
Donald King, P.E. – Vice President
Terry Shipman, P.E., M.A.S.C.E. – Senior Consultant

MBE, HUB, DBE CERTIFICATION:

Fittz & Shipman is a MBE, HUB and DBE Certifiied business.

ASSOCIATIONS AND AFFILIATIONS:

American Institute of Architects
Associated General Contractors
Beaumont Public Schools Foundation
National Society of Professional Engineers
American Society of Civil Engineers
Homebuilders of Southeast Texas
Young Mens Business League – Beaumont
American Institute of Steel Construction

INSURANCE:

Fittz & Shipman maintains general liability, automotive, workers compensation, and professional liability insurance. If selected Fittz & Shipman, Inc., will maintain insurances as required by this RFQ. Current Certificates of Insurance are attached.

SAM.GOV Registration:

Fittz & Shipman has an active registration with SAM.gov:

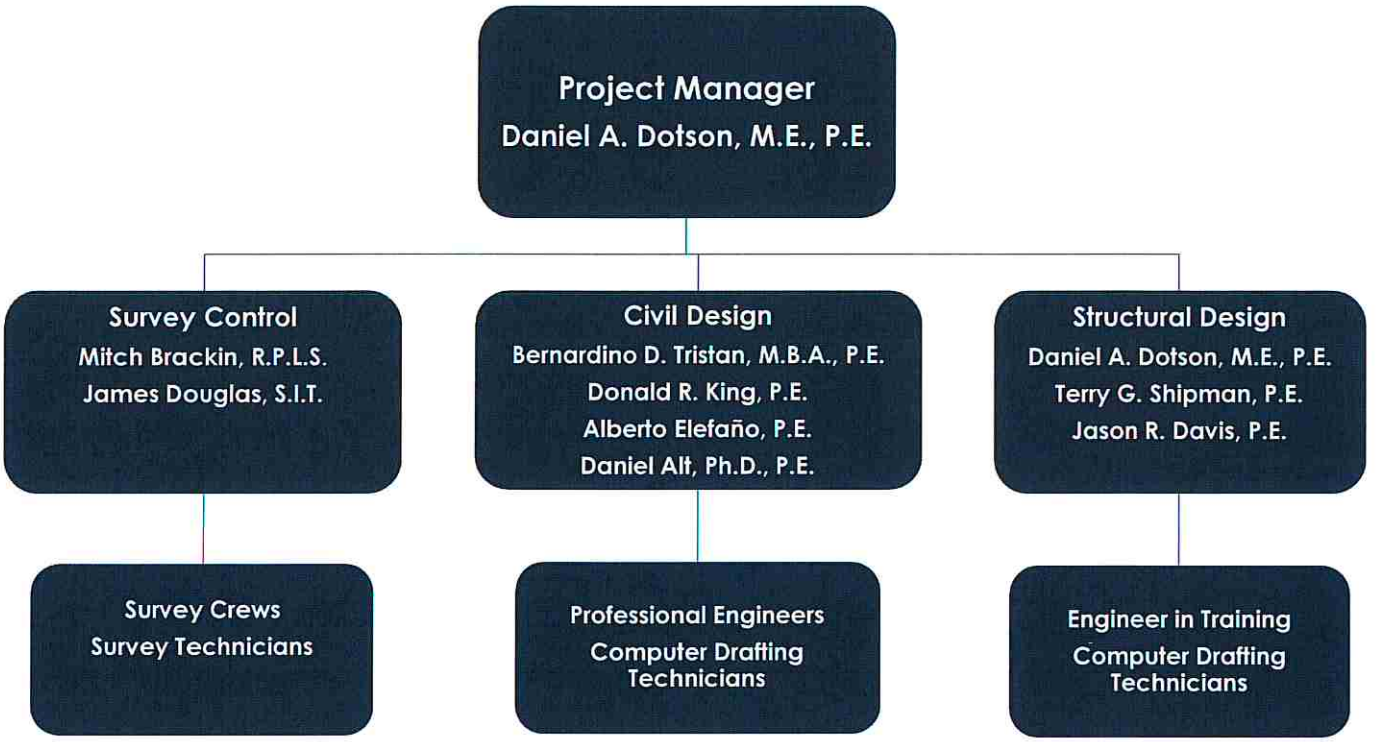
UNIQUE IDENTIFIER: T85FP3JRC9J8
DUNS: 021491774
CAGE Code: 7RHX6
Expiration Date: June 8, 2022

PENDING LITIGATION, JUDGEMENTS, OR LIENS:

There are no current litigations, outstanding judgements and/or liens affecting the firm.

PROJECT ORGANIZATION

PROJECT ORGANIZATION



The FITTZ & SHIPMAN, Inc., team is composed of local engineering and surveying experts that live and work in Southeast Texas. Each team member brings a unique set of knowledge and skills that will be utilized for engineering and surveying projects.

KEY STAFF FOR THIS PROJECT

DANIEL DOTSON, P.E., - President

PROJECT MANAGER & CIVIL/STRUCTURAL DESIGN

Master of Engineering, Civil Engineering Lamar University
Licensed Professional Engineer – Texas and Louisiana

Daniel has over 14 years' experience in Civil and Structural Engineering including, project administration, construction management, contract administration on various engineering projects for municipalities and school districts.

Relevant Projects: Pleasure Island Bulkhead Replacement, Park Central Boulevard Design, Beaumont I.S.D. Athletic Complex and Storm Detention, Twin Lakes Subdivision, B.I.S.D. Regina Howell Elementary, West Orange Cove C.I.S.D. Middle School, Beaumont I.S.D. Dishman Elementary, Nederland I.S.D. Bond Projects, LNVA Neches Pump Station, Deweyville I.S.D. Administration Building, Tulane Road Force Main, Park Central Boulevard, Gilbert Lakes Subdivision, Bayou Bend Subdivision

BEN TRISTAN, P.E., - Chief Executive Officer

PROJECT MANAGER & CIVIL DESIGN

Bachelor of Science in Civil Engineering Lamar University
Masters of Business Administration Lamar University
Licensed Professional Engineer - Texas

Ben has over 15 years' experience in Civil Engineering including design of water & sewer facilities, roadways and drainage facilities, construction management, contract administration on various engineering projects for municipalities and school districts.

Relevant Projects: 4th Street Extension, Port Arthur I.S.D. Booker T. Washington Elementary Site Utilities and Detention Design, Bridge City Elementary School Sitework, Entry Roads, Utilities, and Drainage Design, Nederland I.S.D. Bond Projects, Deweyville Elementary School, City of Beaumont Health Center, Nederland Police and Fire Building, Diamond D Master Plan Detention Facilities, Willow Bend Apartments and Detention Facilities, City of Orange Annexation Areas II & III East, SH 62 Water and Sewer

DONALD R. KING, P.E. – Vice President

PROJECT MANAGER & CIVIL DESIGN

Bachelor of Science Civil Engineering Texas A&M University
Licensed Professional Engineer – Texas and Louisiana

Don has over 40 years' experience in Civil Engineering, project administration, construction management, contract administration on various engineering projects for municipal, state, federal, and private industrial and commercial clients.

Relevant Projects: Diamond D Master Plan & Design, Reagent Chemical Site Design & Detention, Pine Island Estates Design and Detention, Dowlen Road Widening, Phelan Boulevard Widening, Coopers Gully Improvements, Lamar Administration and Honors Building, Bridge City Elementary Site Work Entry Roads and Drainage Design, Eagle Point Boulevard Medical Center Drive, Sam Houston Library Paving, Drainage and Utilities, Coastal Ready Mix, Pinehurst WWTP Evaluation, 28th Street Sewer Replacement, PrintPack Wastewater Treatment Plant, New Well For PrintPack, Cow Bayou Watershed Study, Keith Ditch FEMA Flood Map Revisions

TERRY G. SHIPMAN P.E., M.A.S.C.E. – Senior Consultant

STRUCTURAL DESIGN

Master of Civil Engineering University of Houston
Licensed Professional Engineer - Texas

Terry has over 50 years' experience in Structural and Civil Engineering including design of commercial buildings, schools, industrial facilities and pump stations for municipalities, school districts & commercial interests.

Relevant Projects: Orangefield I.S.D. Bond Issue Science Wing, Gym/Band Hall and Elementary School, Big Sandy High School and Facilities, Beaumont I.S.D. -9 Elementary Schools, Bolivar Ground Storage Tank Foundation, LNVA Bridge Crossing, Phelan Blvd Bridge Crossing, City of Nederland Police and Fire Building, Beaumont Communications Center, Orange County Emergency Command Center, Forensic Structural Analysis on Housing Projects & Other Facilities

FIRM EXPERIENCE

FIRM EXPERIENCE

IN-HOUSE STAFF CAPABILITIES

- Project Management
  - Preparation of Documents for State or Federal Funding
  - Preparation of Documents for Permitting by State Agencies
  - Research into Applicable Rules and Regulations
- Structural Engineering Design
  - Design of Steel and Concrete Structures
  - Bridge Design and Inspection
  - Pump Station and Foundation Design
  - Load Rating of Existing Bridges
  - Sheet Pile Design
  - Bulkhead Design
- Civil Engineering Design
  - Hydraulic and Hydrologic Studies
  - Drainage Channel & Levee Design
  - Storm Sewer Design & Pump Station Design & Modifications
  - FEMA Map Amendments & Zero Rise Studies
  - Master Planning for Sites & Development
  - Review of Construction Plans for developers or contractors submitting project plans to the Client
- Land Surveying
  - Topographic Surveys for Design
  - Boundary Surveys for Parcels
  - Preparation of Easements
  - Construction Stakeout
- Construction Monitoring
  - Drainage Channels & Levees
  - Storm Sewers & Drainage Facilities
  - Streets, Pavements and Parking Facilities
  - Structural Steel and Concrete for Buildings and other Structures.

UNIQUE QUALIFICATIONS

Fittz & Shipman, Inc., has performed design and construction for municipalities, counties, private developers, and industrial clients. This variety of clients for both Public and Private Owners gives us a unique perspective of being an end user of local codes and regulations as well as evaluating the capabilities of local project areas to provide adequate drainage, roads, and utilities to allow for new development

Our Engineers and Staff live and work in Southeast Texas. Decisions are made locally. Fittz & Shipman, Inc., has designed municipal and private projects in Southeast Texas for over 40 years and is easily accessible to our clients. Our local engineers and survey crews are familiar with Southeast Texas and are easily available for meetings and field work.

Fittz & Shipman, Inc., has had their corporate office located in Beaumont since 1980. Our close proximity provides a prompt response during design and construction activities. Our location also provides "Ownership" of the project to member so Fittz & Shipman, Inc., staff and families.

RELEVANT PROJECTS

RELEVANT PROJECTS

HARVEY RECOVERY HOMES

DRC CONSTRUCTION – TEXAS GENERAL LAND OFFICE

Structural Design of home framing, Site Layout & Site Survey for new houses funded by General Land Office in 10 Southeast Texas counties. Including Windstorm Inspections, Third Party ICC Inspections and Certifications for coastal counties.

SABINE PASS BOAT RAMP IMPROVEMENTS

City of Port Arthur

The Sabine Pass Boat Ramp project will consist of: removing existing ramp material; finger pier (4) rebuild; ramp (3) rebuild; material for prevention of washout at base of ramp; stainless steel fish cleaning station that is covered and on a concrete slab with water connection; floating dock including pilings, dock and walkway; steel sheet piling to contain fill for expansion and stabilization of green space; protective pilings to dissuade industrial use of ramp area; hot mix asphalt for parking lot improvement; landscaping of greenspace; treated wood bollards and stainless cable to prevent vehicle entry.

PLEASURE ISLAND BULKHEAD REPLACEMENT
PLEASURE ISLAND MARINA

City of Port Arthur

Design and construction documents for the City of Port Arthur Pleasure Island Marina Bulkhead Replacement. Design services included structural design of vinyl sheet pile bulkhead. Structural design of cast in place concrete deadman and tie-backs.

NEDERLAND I.S.D. BOND PROJECTS

NEW HIGH SCHOOL + STADIUM/PRESSBOX, LANGHAM ELEMENTARY, HIGHLAND ELEMENTARY, HILLCREST ELEMENTARY FOUNDATION

Texas IBI Group Inc., Architects

Structural Design and Civil/Site Design for New High School Buildings & additions to existing elementary school buildings. Design for renovation of existing connecting buildings.

BOARDWALK DEVELOPMENT & BRIDGE
Port Arthur, Texas
Port Arthur Economic Development Corp (EDC)

Structural Design for elevator structure. Design of pedestrian bridge for ADA access to boardwalk facilities on the Sabine-Neches Intercoastal waterway. Design for parking layout and drainage.

RIVERSIDE PAVILION
CITY OF ORANGE

Topographic survey of site. Preparation of Structural foundation and construction plans for pre-engineered metal building for use as outdoor Concert Pavilion. Review of manufacturers fabrication drawings. Monitoring during construction of concrete foundation and erection of framing steel.

LNVA BRIDGE CROSSING
SAMSON LONE STAR LLC

Design and specifications for concrete bridge with truck loadings above TxDOT standard ratings to cross LNVA Canal east of Keith Road + 250 ft roadway. Prepare Schematic Drawings & Application for Lower Neches Valley Authority (LNVA) Board. Evaluate cost effective design alternates for bridge & roadway. Structural design & specifications for concrete pilings, and bridge end caps. Structural calculations & review of manufacturer shop drawings for prestresses box beam designs for 180,000 lbs. over capacity truck loads. Monitoring of construction.

CITY OF PINE FOREST DRAINAGE IMPROVEMENTS CDBG DR 2021
CITY OF PINE FOREST

Topographic Surveying and Civil Engineering Design to improve the drainage in four key locations of the City of Pine Forest. Flooding is a major issue in Southeast Texas and for the City of Pine Forest. To address the flooding issue, the City of Pine Forest partnered with Fittz and Shipman to apply for and obtain a grant (CDBG-DR) to improve the drainage in the City of Pine Forest. Fittz and Shipman surveyed the four locations to understand and confirm the drainage issues of the area. Fittz and Shipman designed roadside ditches and outfall improvements for the four site locations to relieve the City of Pine Forest of their flooding issue. Fittz and Shipman shall provide construction plans and bid documents to construct the drainage improvements for the City of Pine Forest. Fittz and Shipman shall also provide periodical inspections of the project and

coordinate with the City of Pine Forest or other entities for permitting and driveway connections.

ENTERGY BRIDGE CROSSING OVER LNVA CANAL

ENTERGY TEXAS
Beaumont, Texas

Fittz & Shipman, Inc., was tasked with analyzing an existing concrete bridge crossing over an existing LNVA Canal. In order to access a portion of their construction site Entergy needed to move a 77 Ton Mantis Crane over the existing bridge. Performed a site assessment of the existing bridge collecting data on the construction of the bridge to aid in the analysis. Analyzed the existing bridge and provided the findings in a report which included recommendations on measures that should be taken to successfully move the crane across the existing bridge.

PEA FARM ROAD BRIDGE CROSSING OVER ORANGE COUNTY DRAINAGE DITCH

SAMSON EXPLORATION, LLC
Orange, Texas

Fittz & Shipman, Inc., was tasked with analyzing an existing steel bridge crossing over an existing Orange County drainage ditch. In order to access a portion of their construction site Samson Exploration, LLC needed to move an 85 load over the existing bridge. We performed a site assessment of the existing bridge collecting data on the construction of the bridge to aid in the analysis. Analyzed the existing bridge and provided the findings in a report which included recommendations on measures that should be taken to successfully move the load across the existing bridge. The results from the analysis determined the existing bridge in its current condition could not support the require load. We produced construction documents to strengthen the existing bridge so that the required load could be moved across the improved bridge.

EAGLE POINT BOULEVARD/MEDICAL CENTER DRIVE

CITY OF ORANGE

Topographic Surveying & Civil Engineering Design for a new boulevard type roadway to serve commercial area in partnership with developer. Design of concrete pavement with curb & gutter, storm inlets & storm lines, storm water detention/retention ponds to control runoff, planning for water & sewer utilities, signs & markings, preparation of ROW and easement documents. Coordination with TxDOT for acceleration/deceleration lanes.

DIAMOND D MASTER PLAN & DETENTION AREAS

DIAMOND D DEVELOPMENT / JEFFERSON COUNTY DRAIN DISTRICT 6

Master Plan of 550 Acre site for Residential Development. Determination of Pre-Developed and Projected Developed Storm water flows for 5, 10, 25 and 100 year storm events to determine sizing of storm water detention/retention ponds. Geometric layout of ponds and drainage channels to serve the development. Design of streets inlets, and storm lines to Jefferson County standards for conveyance to County following development. Design of water lines and hydrants for conveyance to Meeker Municipal Utility District after warranty period.

4TH STREET EXTENSION

NATIONAL TANK / CITY OF BEAUMONT, TEXAS

Design of Eastern new concrete roadway, storm drainage, and water and sewer lines adjacent to commercial development site, constructed by developer for dedication to the City of Beaumont. Determination of Drainage Areas, inlet locations storm line sizing and grades. Documents and project specifications in accordance with City of Beaumont specification. Design of traffic control signage & striping. Construction Phase Monitoring and certifications.

THE COVE AT TAYLOR LANDING, PHASES 2 & 3

DIAMOND D RANCH LLC – MIKE DOGUET

Layout of subdivision for streets & residential lots. Topographic surveying Design of concrete streets, inlets, storm sewers, storm water detention, water and sewer lines and wastewater grinder pump station for medium priced home subdivision. Coordination with Commissioners Court for approval of Final Plat and acceptance of improvements. Design of erosion control plan for construction.

PARK CENTRAL BOULEVARD

ITEX / CITY OF PORT ARTHUR

Design of eastern ½ of new 4 lane concrete boulevard with medians, constructed by developer for dedication to the City of Port Arthur. Coordination with Jefferson Co. Drainage District 7 for connection of storm sewers. Design of traffic control signage & striping. Determination of Drainage Areas, inlet locations storm line sizing and grades. Documents and project specifications in accordance with City of Port Arthur specifications.

REAGENT CHEMICAL

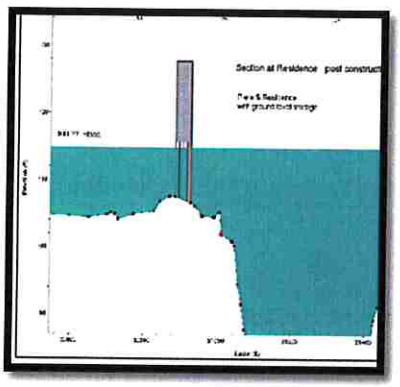
REAGENT CHEMICAL & RESEARCH, INC.

Design of site grading and drainage for 8.37 acre industrial facility. Design of concrete approach driveways, site rock road pavements and rock parking areas. ADA accessible parking spaces and ramp entry to building. Geometric design for 18-wheel truck and trailer access to

building truck bays. Coordination and submission of site plans to TxDOT for driveway entrances and site drainage. Design of earthen storm drainage detention ponds and outlet controls for no-impact storm design.

KINGWOOD LDS CHURCH
THE LABICHE ARCHITECTURAL GROUP

Design of concrete entry boulevard, parking areas, site grading for new church facility and storm detention area on approximately 8 acre site. Drainage computations, storm sewer design and storm detention facilities to limit site drainage to pre-developed conditions. Design of water line loop with fire hydrants and sanitary sewer lines. Coordination for building and site permitting with City of Houston and coordination for extension of gravity sewer to the site.



ZERO RISE CERTIFICATION STUDIES
ORANGE, HARDIN & JEFFERSON COUNTIES

Zero rise certification studies for individual property owners for proposed construction in the 100 year floodway. Field Surveying of lot and upstream and downstream cross sections along stream to determine existing sections verify FEMA HEC-2 modeling, computer projection of proposed residences to determine upstream and downstream effects on the floodway. Coordination & submission to County Flood Control Agencies.

BEAUMONT ISD ATHLETIC COMPLEX
BEAUMONT INDEPENDENT SCHOOL DISTRICT

Boundary & topographic survey of 26 acre site. Civil Engineering design of 4 lane entry boulevard, parking areas, site grading for football stadium & parking areas, drainage computations, storm sewer design and detention facilities for the 26 acre site + adjacent commercial tracts. Extension of sanitary sewer lines and water lines to the site and design of water line loop with fire hydrants and. Boring of water, sewer lines under existing pipelines and railroad tracks.

WEST ORANGE COVE C.I.S.D. MIDDLE SCHOOL IMPROVEMENTS
WEST ORANGE - COVE C.I.S.D. / CITY OF ORANGE

Paving, Drainage and Utilities design for modifications to existing site to add 1 school building, parking areas and bus loading driveway. Design for controlled installation of new 16 inch diameter bypass water line to relocate existing line. Design of off-site storm lines and on site storm water detention facilities to upgrade drainage in the immediate 10 block area. Coordination with City of Orange and TxDOT for permitting of storm lines and utility easements. Coordination with AT&T, Centerpoint Energy.

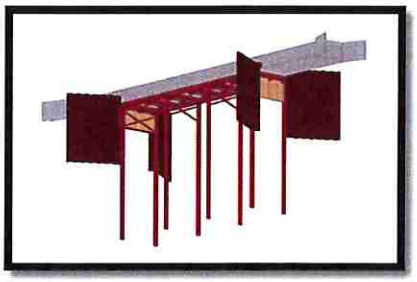
FEDERAL AND STATE FUNDED PROJECTS

FEDERAL AND STATE FUNDED PROJECTS

LAMAR UNIVERSITY NEW ADMINISTRATION & HONORS BUILDING

LAMAR UNIVERSITY

Grading, drainage, paving and utilities design for New Administration Building with Welcome Center. Design of concrete plaza, entry sidewalks and storm drains. Design of underground vault with irrigation pump for harvesting and storage of rain water from roofs via storm collection lines connected to roof drains. Design of foundations for plaza sculptures. Coordination with Landscape Architect for sidewalk textures, pavers, and site lighting. Design for new water lines and fire hydrants, sanitary sewer lines and grease trap. Coordination with University for relocation of fiber-optic and data cables. Coordination with local utility companies for water and sewer & other existing utilities.



SPINDLETOP FLUME SUPPORT STRUCTURE

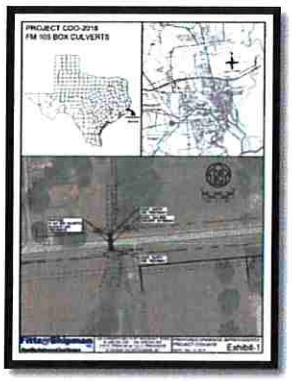
LOWER NECHES VALLEY AUTHORITY

The Spindletop Flume is a concrete box flume that is supported by timber piles. The aging support structure had deteriorated and been damaged by debris in the channel. Analyzed the existing concrete flume structure to determine if it was structurally sound and salvageable. It was determined that the concrete flume was structurally sound. Then performed the structural design and construction documents for a new structural steel support structure to support the existing concrete flume. The new support structure was designed in such a way to eliminate the number of obstructions in the channel resulting in improved flow through the channel and less stress on the flume from future debris hits.

LNVA NECHES PUMP STATION MITIGATION

LOWER NECHES VALLEY AUTHORITY

Removal and replacement of windows, roof. Asbestos abatement, replacement of doors with waterproof doors, coating of exterior concrete with waterproof sealants, injection of cracks with epoxy, replacement of complete electrical service and watertight conduits, installation of powered roof vents, pump air flow intake venting and air conditioning.



2018 HARVEY & CDBG APPLICATION MATLS.

CITY OF ORANGE / MPTX ASSOCIATES

Preparation of Exhibits, Narratives and Cost Estimates for applications for funding for Harvey Flooding Funding and/or Community Development Block Grant Funding. Preliminary assessments of the site conditions to determine drainage areas, culvert sizes, materials for the project for use in preparation of budget estimates and unit costs

Separate applications included the following:

- FM 3247 Box Culvert Crossing Upsizing
- FM 1130 Box Culvert Crossing Upsizing
- Orange Police Department - Building for High Water Vehicles
- West Side Water Line – Phase 2
- FM 105 Box Culvert Crossing Upsizing
- Old Town Storm Gates

FM 105 BOX CULVERT ADDITION

CITY OF ORANGE TEXAS / CDBG

Creation of Exhibits, Narratives and Cost Estimates for CDBG Mitigation Funding applications. Determine upstream drainage areas, box culvert sizes, and materials for the project. Topographic surveying and HEC-RAS stream modeling for evaluation of water surface elevation changes due to improvements. Coordination with TxDOT and preparation of TxDOT Type Plan Set with TxDOT Specifications.

TEMPORARY CAMPUS FOR DEWEYVILLE ELEMENTARY

ARCHITECTS INC.

Topographic Surveying, Civil and Structural Design for temporary campus for elementary school following historic 2016 Sabine River flooding. Design of temporary walkways, canopies, site paving, water & sewer service lines, temporary sewer lift station to serve elementary school campus.

DEWEYVILLE ADMINISTRATION BUILDING
DEWEYVILLE MAINTENANCE BUILDING

2016 SABINE RIVER MITIGATION FUNDING

Topographic Surveying, Civil Design of concrete parking areas, storm lines and storm detention pond with low level storm sump pump. Layout of water and sanitary sewer lines and connections between proposed building and existing facilities. Funded by FEMA following historic 2016 Sabine River flooding.

SAM HOUSTON REGIONAL LIBRARY
PAVING, DRAINAGE & UTILITIES

TEXAS STATE LIBRARY AND ARCHIVES COMMISSION .

Widening of existing north loop road from 12 ft. to 24 ft. asphalt pavement with limestone base, asphalt overlay of existing entry road and parking areas, new concrete parking area construction of new roadside ditches, installation of storm piping and yard inlets, site grading installation of water lines, construction of sidewalks and ADA accessible ramps and installation of aerobic wastewater treatment system and sprayfields

ORANGE COUNTY EMERGENCY SHELTER

COUNTY OF ORANGE

Preparation of Structural construction plans for 57,420 SF County Emergency Communications Center and shelter during Hurricane Events and other disasters. Structural Design of concrete foundation for building and building framing to resist 200 mph Hurricane force winds. Facilities include kitchen areas for mass serving, temporary living quarters and shower, recreation areas.

BEAUMONT EMERGENCY COMMUNICATIONS CENTER

CITY OF BEAUMONT

Preparation of Civil and Structural construction plans for elevated site with retaining walls to serve as City Emergency Communications Center. Structural Design of site retaining walls, concrete foundation for building and building framing to resist Hurricane force winds. Design of parking layout and driveway entrances. Design of site drainage, grading, ADA parking and ramps, underground water and sewer lines. Coordination with utility companies to acquire services. Coordination with City Building Department and Fire Marshal to secure permits for construction.

28TH STREET SEWER REPLACEMENT

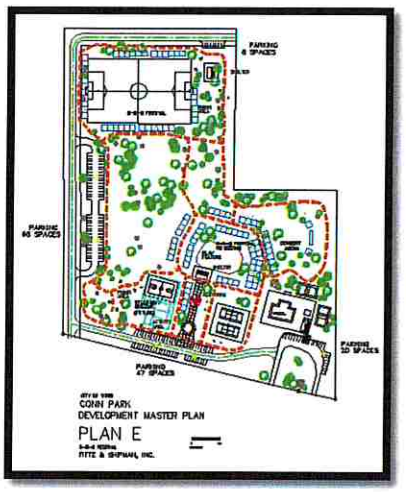
CITY OF PINEHURST / CDBG

Design of improvements to replace existing sanitary sewer lines subject to inflow and infiltration. Design included replacing flat slope lines with new lines with slopes according to Texas Natural Resource Conservation Commission Design Standards. Replacement of manholes and service connections to residences. Repair of existing pavement disturbed by construction of sewer lines.

HIKE AND BIKE ROUTE

CITY OF PORT ARTHUR / TEXAS DEPARTMENT OF TRANSPORTATION

Design of 3 meter (10 ft. wide) asphalt pavement within existing roadway median for use as a hiking trail and bike path. Design of pavement grades to meet bike design criteria and Americans with Disabilities Act (ADA). Coordination with Texas Department of Transportation (TxDOT) for funding, project design reviews and ADA reviews. Coordination with local disability groups for project reviews. Development of signage for bike routes and warning signs.



MASTER PLAN LAYOUT - CONN PARK

City of Vidor

Prepare Master Plan Drawing for proposed park facilities including walking/jogging trail, playground area, athletic courts and fields, parking facilities and access roadways, water sewer and electric utilities and other items as identified by the City of Vidor and the Citizens Review Committee. Prepare an Order of Magnitude Cost Estimate.

CONN PARK ENTRY ROAD

City of Vidor

Design of pavement, roadway drainage utility relocations, and traffic flow plan for construction of entry road with landscaped island and entry sign for City Park Access Road.

WATER FOR BIG HILL STRATEGIC PETROLEUM RESERVE

TRINITY BAY CONSERVATION DISTRICT

Design of 11.6 miles of 8 inch water transmission main for Big Hill Strategic Petroleum Reserve. Design of waterline, stream crossings with steel transmission pipe on timber piling, chlorine booster station, and water metering. Coordination with Jefferson County Road & Bridge, Jefferson County Drainage District No. 3, Chambers County, Entergy Electric Transmission, and pipeline companies. Contract documents included Federal Provisions for Small/Disadvantaged Business, and other federal mandates in bidding and contracting.

EXAMPLES OF COMPLETED FEDERAL AND STATE PROJECTS

CURRENT FEDERAL AND STATE PROJECTS

- City of Daisetta – TDHCA CDBG-Corona Virus Grant Application Community Center
- City of Pine Forest – GLO CDBG Infrastructure Program
- City of Orange – GLO CDBG-DR4332 Harvey FM105 Box Culverts
- City of Silsbee – Hazard Mitigation Grant Program TDEM DR-4586 Feb Winter Weather
- GLO Harvey Recovery Homes

FEMA – FEDERAL EMERGENCY MANAGEMENT AGENCY

- Deweyville Elementary Temporary Campus – after Sabine River 2016 Flood
- LNVA Neches Pump Station
- Beaumont Emergency Command Center
- Orange County Emergency Command Center

US DEPARTMENT OF ENERGY

- Trinity Bay Conservation District – Waterline for Big Hill Strategic Petroleum Reserve

HOUSING & URBAN DEVELOPMENT

- City of Beaumont Housing – The Crossing Elderly Apartments
- City of Port Arthur Housing – Edison Square Elderly Housing
- City of Port Arthur Housing – Park Central Apartments
- City of Orange Housing – Willow Bend Apartments
- City of Orange Housing – Fox Run Apartments

TXDOT – BIKEWAY FUNDING

- City of Port Arthur – Hike & Bike Trail, Thomas Boulevard

TDCA – COMMUNITY DEVELOPMENT BLOCK GRANT

- City of Orange - 2020 CDBG Applications
- Bolivar Peninsula WSC - Rollover Pass Water Line Crossing (Emergency Funds)
- City of Pinehurst - 28th Street Sewer Rehabilitation
- City of Orange – Coopers Gully Pump Station Improvements
- City of Orange – Coopers Gully Channel Liner Improvements, Simmons Drive
- City of Orange – Coopers Gully Channel Liner Improvements, 11th Street to SPRR
- City of Orange – 3rd Street Storm Sewer Improvements
- City of Orange – Cooper Drive & Navy Park Paving Improvements
- City of Orange – 2nd Street Asphalt Overlay
- City of Orange – Navy Park Concrete Pavement Replacement
- City of Vidor – Street Rehabilitation Program 2010 Application

TWDB – STATE REVOLVING FUND

- Trinity Bay Conservation District - HEW Treatment Plant Expansion
- Trinity Bay Conservation District - Elevated Water Storage Tank - SH 65

TWDB – FLOOD PLANNING FUND

- Orange County Drainage District - Master Plan for Drainage - Cow Bayou Watershed

OTHER TEXAS AGENCIES

- Sam Houston Regional Library, Liberty, Texas – Paving & Drainage Improvements, ADA walks
- LNVA Spindletop Flume Support Structure
- Application to Texas Parks and Wildlife – Conn Park Improvements, City of Vidor
- Conn Park Improvements, City of Vidor
- Lamar University – Multiple Projects

REFERENCES

REFERENCES

LOWER NECHES VALLEY AUTHORITY
7850 Eastex Freeway
Beaumont, Texas 77708
Mr. Duane Browning, P.E.
Assistant General Manager
(409) 892-4011

CITY OF ORANGE
303 N. 8th Street
Orange, Texas 77630
Mr. Jay Trahan
Director of Economic Development
(409) 883-1077

CITY OF BEAUMONT
801 Main, Suite 210
Beaumont, Texas 77701
Mr. Chris Boone, Planning Director
(409) 880-3100

LAMAR UNIVERSITY
P. O. Box 10112
Beaumont, Texas 77710
Ms. Katherine Miller, AIA
Assistant Vice President
(409) 880-8109

DRC CONSTRUCTION, LLC
P. O. Box 3532
Beaumont, Texas 77704
Mr. Tom Cockrell
(409) 223-1420

ENTERGY SERVICES LLC
639 Loyola Ave
New Orleans, Louisiana 70113
Mr. Preston Maronge, Sr.
Survey Projects Manager
(504) 576-7172

DIAMOND D DEVELOPMENT LLC
2055 Diamond D Drive
Beaumont, Texas 77713
Mr. Mike Doguet, Owner
(409) 866-8873

DEWEYVILLE INDEPENDENT SCHOOL DISTRICT
43200 State Hwy. 87 S
Orange, Texas 77632
Dr. Keith A. Jones, Superintendent
(409) 746-2731

CITY OF PORT ARTHUR
444 Fourth Street
Port Arthur, Texas 77640
Mr. John Cannatella
City Engineer
(409) 983-8182

STATE OF TEXAS HISTORICALLY UNDERUTILIZED BUSINESS CERTIFICATION

Fittz&Shipman, Inc.

MINORITY OWNED BUSINESS

Fittz & Shipman, Inc., is a Minority Owned Small Business (MBE), a Certified State of Texas Historically Underutilized Business (HUB) and a Certified Disadvantage Business Enterprise (DBE).

Texas Historically Underutilized Business (HUB) Certificate

HUB
Statewide Historically Underutilized Business Program

Certificate/VID Number:	**1742087306300**
File/Vendor Number:	**504159**
Approval Date:	**02-MAR-2020**
Scheduled Expiration Date:	**02-MAR-2024**

The Texas Comptroller of Public Accounts (CPA), hereby certifies that

FITTZ & SHIPMAN, INC.

has successfully met the established requirements of the State of Texas Historically Underutilized Business (HUB) Program to be recognized as a HUB. This certificate printed 06-MAR-2020, supersedes any registration and certificate previously issued by the HUB Program. If there are any changes regarding the information (i.e., business structure, ownership, day-to-day management, operational control, business location) provided in the submission of the business' application for registration/certification as a HUB, you must immediately (within 30 days of such changes) notify the HUB Program in writing. The CPA reserves the right to conduct a compliance review at any time to confirm HUB eligibility. HUB certification may be suspended or revoked upon findings of ineligibility.

Statewide HUB Program
Statewide Procurement Division

Note: In order for State agencies and institutions of higher education (universities) to be credited for utilizing this business as a HUB, they must award payment under the Certificate/VID Number identified above. Agencies, universities and prime contractors are encouraged to verify the company's HUB certification prior to issuing a notice of award by accessing the Internet (**https://mycpa.cpa.state.tx.us/tpasscmblsearch/index.jsp**) or by contacting the HUB Program at **512-463-5872** or toll-free in Texas at **1-888-863-5881**.

Rev. 06/19

BEAUMONT
Finance

City of Beaumont, Texas

Certifies that

FITTZ & SHIPMAN, INC.

Meets all the criteria established by the City of Beaumont,
And thereby is duly registered as a Minority Business Enterprise,
To do business with the City of Beaumont and its agents as such.

This certification is valid until JULY 7TH, 2024 .

Todd A. Simoneaux, CPA, Chief Financial Officer

July 7, 2022
Certification Date

Texas Department of Transportation

125 EAST 11TH STREET, AUSTIN, TEXAS 78701-2483 | 512.416.4700 | WWW.TXDOT.GOV

7/14/2022

Bernardino Tristan
CEO
Fittz & Shipman, Inc.
1405 Cornerstone Ct
Beaumont, TX 77706

Re: Annual Update Affidavit (AUA) – Disadvantaged Business Enterprise (DBE)

Dear Bernardino Tristan:

Upon review of the AUA and supporting documentation, TxDOT has determined that Fittz & Shipman, Inc. continues to meet the eligibility requirements of the federal DBE program.

DBE certification does not expire, however, to remain certified it is incumbent on you to submit the AUA on or before your next certification anniversary date. A courtesy reminder will be sent from the Diversity Management System (DMS) in advance of the AUA due date.

Firms listed in the Texas Unified Certification Program (TUCP) directory located at https://txdot.txdotcms.com are currently certified DBE/ACDBEs. TxDOT encourages you to utilize the TUCP directory as a marketing tool. In that respect you should periodically verify your firm's certification description and North American Industry Classification System (NAICS) code(s) closely describe the goods or services your firm provides.

Should your firm be awarded an opportunity to participate on a federally funded project, your firm must perform a commercially useful function (CUF). A DBE performs CUF when it is responsible for execution of the work of the contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a CUF, the DBE must also be responsible, with respect to materials and supplies used on the contract, for negotiating price, determining quality and quantity, ordering the material, and installing (where applicable) and paying for the material itself.

For information on TxDOT's contracting and procurement opportunities visit https://www.txdot.gov.

Sincerely,

Michael D. Bryant
Director
Civil Rights Division

Cc: Christina Calvo, Compliance Analyst II

RESUMES OF KEY TEAM MEMBERS

DANIEL DOTSON, P.E.
President
Fittz & Shipman, Inc.
Civil/Structural Division
14 years with the Firm

EDUCATION:

BS Civil Engineering, Lamar University, 2008
ME Civil Engineering, Lamar University, 2010

REGISTRATION:

Registered Professional Engineer – Texas No.109833
Registered Professional Engineer – Louisiana No. 0043670

DUTIES AND ACTIVITIES:

Responsible for design and coordination for roadway design, storm drainage systems, water and sewer utilities, subdivision design, and site design for commercial projects. Coordinates surveying and permitting activities for projects under design.

EXPERIENCE:

Mr. Dotson has 14 years' experience in Project Management, Civil/Structural Engineering, project design, administration, and permitting.

REPRESENTATIVE PROJECTS:

Beaumont I.S.D. Dishman Elementary expansion. – Design for site parking drainage, grading, and site ADA compliance for new elementary school. Design of concrete parking areas, storm sewers. Coordination with City of Beaumont for water line loop.

Gloria Drive Sanitary Sewer Extension, City of Orange, Texas – design of new 12 inch diameter sanitary sewer line, manholes, and service line to serve existing commercial business plaza. Coordination with TxDOT regarding permitting for construction adjacent to TxDOT ROW. Coordination of Project Advertising, Pre-Bid Meeting, Bid Opening, Project Award and Contract Documents.

Gilbert Lake Estates Subdivision, Phase 10 – design of subdivision streets, water lines, fire hydrants, and site drainage for 20 acre rural subdivision.

Beaumont I.S.D. Athletic Complex – responsible for design of drainage computations, storm sewer design and detention pond design for 26 acre athletic complex. Design of water line loop and fire hydrants and sanitary sewer lines.

Willie Ray Smith Middle School Parking & Drainage – design for complete renovation of 250 car parking area with concrete paving. Design of 8 inch thickness bus lanes. Design of storm drainage for parking areas and drainage surrounding perimeter of existing school buildings. Coordination of Project Advertising, Pre-Bid Meeting, Bid Opening, Project Award and Contract Documents.

Sonic Drive- In Restaurants, Lumberton, Texas. Design of site work including concrete paving, site grading to meet ADA requirements, fire protection, sanitary sewer service and drainage facilities including storm water detention. Coordination with local utilities, permitting with TxDOT and City of Lumberton.

BERNARDINO TRISTAN, P.E.
Chief Executive Officer
Fittz & Shipman, Inc.
Civil Division
14 years with the Firm

EDUCATION:

AAS Computer Drafting Technology, Lamar Institute of Technology, 1998
BS Civil Engineering, Lamar University, 2008
MBA Construction Poject Management, Lamar University, 2021

REGISTRATION:

Licensed Professional Engineer – Texas No. 117017

DUTIES AND ACTIVITIES:

Responsible for design and coordination for roadway design, storm drainage systems, water and sewer utilities, subdivision design, and site design for commercial projects. Coordinates surveying and permitting activities for projects under design.

EXPERIENCE:

Mr. Tristan has over 15 years' experience in Project Management, Civil Engineering, project design, administration, and permitting and an additional 7 years' experience in CAD design.

REPRESENTATIVE PROJECTS:

City of Orange SH 62 Water & Sewer Extension. - design of new 12 inch diameter water line, fire hydrants and gravity sanitary sewer and manholes for new hotel complex. Coordination with TxDOT regarding permitting for construction with TxDOT ROW. Coordination of Project Advertising, Pre-Bid Meeting, Bid Opening, Project Award and Contract Documents.

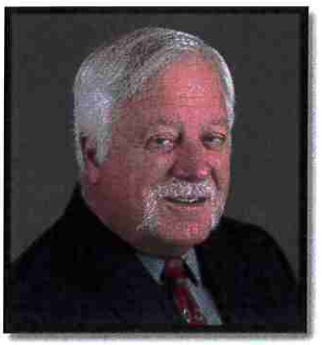
City of Orange Dempsey Road Water Line – design of new 12 inch diameter water line and fire hydrants for SH 62 commercial complex and unincorporated areas. Design included 850 ft. + directional drilling under existing Sabine River Authority and bores under existing Union Pacific Railroad tracks and numerous pipelines. Coordination of Project Advertising, Pre-Bid Meeting, Bid Opening, Project Award and Contract Documents.

Bridge City Elementary School – design for site parking drainage, grading, site ADA compliance for new elementary school. Design of concrete parking areas, storm sewers. Design of Entry Roads from FM 1442 and local residential neighborhood. Coordination with Corps of Engineers regarding wetlands determination on box culvert crossings. Coordination with TxDOT for new roadway entrance. Design of water line loop and fire hydrants.

Booker T. Washington Elementary, Port Arthur Texas. – Design for site parking drainage, grading, and site ADA compliance for new elementary school. Design of concrete parking areas, storm sewers. Coordination with City of Port Arthur for water lines and sanitary sewer service.

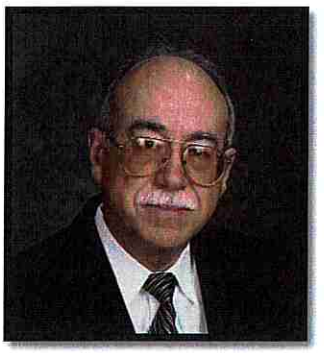
Ozen High School Bus Driveway Rehabilitation – design for removal and replacement of existing bus driveway with 8 inch concrete pavement. Design for replacement of existing storm sewer and drainage inlets. Coordination of Project Advertising, Pre-Bid Meeting, Bid Opening, Project Award and Contract Documents.

Vincent Middle School Driveway Rehabilitations – design for removal and replacement of existing bus driveways with 8 inch concrete pavement. Design for replacement of existing storm sewer and drainage inlets. Coordination of Project Advertising, Pre-Bid Meeting, Bid Opening, Project Award and Contract Documents.



DONALD R. KING, P.E.
Vice President
Fittz & Shipman, Inc.
Civil Division
30 years with the Firm

EDUCATION:	BS Civil Engineering, Texas A&M University, 1976
REGISTRATION:	Registered Professional Engineer – Texas No.48461 Registered Professional Engineer – Louisiana No. 0020323
PROFESSIONAL AFFILIATIONS:	Chi Epsilon, National Civil Engineering Honor Fraternity
DUTIES AND ACTIVITIES:	Responsible for design and coordination for Commercial Site Planning and Utilities, water treatment and distribution projects, waste water collection and treatment systems, roadway designs, storm drainage systems, subdivision design, and site design for building projects. Coordinates surveying activities for projects which he is managing.
EXPERIENCE:	Mr. King has over 45 years of experience in Civil Engineering, project administration, construction management, contract administration on various engineering projects for municipal, state, federal, and private industrial and commercial clients.
REPRESENTATIVE PROJECTS:	City of Orange West Side Water Line Loop – Project management and design for 12 inch water line loop on developing west side of Orange. Coordination of survey for preparation and acquisition of easements. Coordinate Bidding phase and Monitoring of Construction Activities. City of Orange Beagle Road Lift Station & Force Main Improvements – coordination of field surveying activities, design for removal of submersible pumps and replacement with above ground self priming pumps and piping to increase lift station pumping capacity. Design for larger force main. TxDOT permitting for crossing beneath FM Highway. Arlanxeo Plant – Public Water Supply Chemical Feed Improvements – Prepare Construction Plans and interface with TCEQ for improvements to meet lead & copper requirements. Upgrades of existing piping and valves, new flow meter with Digital Control System, pre-engineered chemical feed pumps, tank/tote containment bases, new chlorine metering system, pH analyzer probes & DCS connections. Beaumont Eastex Sanitary Sewer, Water & Lift Station – design for new regional lift station to serve RV park and commercial development. Design of Lift Station to City of Beaumont requirements. Extension of water lines and sewer lines to the project site.



TERRY G. SHIPMAN, P.E., M.A.S.C.E.

Special Consultant

Fittz & Shipman, Inc.

Structural Division

40 years with the Firm

EDUCATION:

BS Civil Engineering, Lamar University, 1971
MCE Civil Engineering, University of Houston, 1972

REGISTRATION:

Registered Professional Engineer – Texas No. 39176

PROFESSIONAL AFFILIATIONS:

American Society of Civil Engineers
Texas Society of Professional Engineers
Southeast Texas Chapter of the American Institute of Architects
Builders Association of the Sabine Area – Past Board Member
Beaumont Chamber of Commerce

OTHER ORGANIZATIONS:

Lamar University Alumni Association
Cardinal Club
YMBL
Trinity United Methodist Church
Board Member – American Red Cross – Beaumont Chapter
Board Member – Associated General Contractors
Board Member – Beaumont Public School Foundation

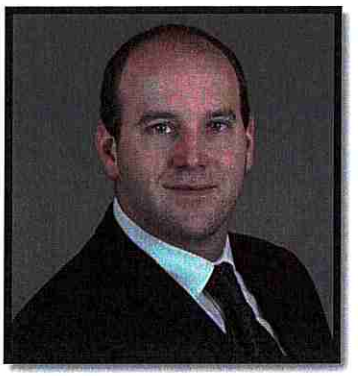
DUTIES AND ACTIVITIES:

Provides policy and direction for the firm which specializes in civil and structural engineering and land surveying. Administers day to day operations of the firm. Also serves as Director of the Structural Engineering Division which includes supervision of engineers and cad operators on structural engineering projects and coordinates activities with clients.

EXPERIENCE:

Mr. Shipman has over 50 years' experience in Structural and Civil Engineering including design of commercial buildings, schools, industrial facilities and pump stations for municipalities, school districts and commercial interests. Projects during this period include the John Gray Institute, R. C. Miller Memorial Library, First Presbyterian Church of Port Arthur, Cherry Engineering and Hydrology Laboratory at Lamar University, Art Museum of Southeast Texas, Holy Family Center for Catholic Diocese of Beaumont, Entergy Museum, Park Place Hospital Women's Center, All Saints Library and Middle School, Jefferson County Detention Facility, and numerous projects for Beaumont I.S.D. including Central High School Multi-Purpose Facility, Marshal Middle School Additions, Pietzsch/MacArthur Elementary School, Nederland I.S.D. Performing Arts Facility, the O.C. Taylor Career Center, Sabine Pass I.S.D. New School and Lamar Port Arthur Multi-Purpose Facility.

Prior to going into private practice, served for two years (1978-1980) as Beaumont Office Manager and Vice-President, Structural Design for a large Houston consulting engineering firm. Experience primarily in reinforced concrete, steel and timber. Supervised engineers and draftsmen and coordinated activities with clients on such projects as Lumberton 755 Dial Building, a new Medical Office Building in Beaumont Medical Plaza, Employers Insurance Building, Regina Howell Elementary Additions, Bruce's Market Basket in Groves, Washington Boulevard Bridges, the six story First Bank & Trust Building in Groves, Texas, and Brazos Bend State Park.



JASON RYAN DAVIS, P.E.
Fittz & Shipman, Inc.
Structural Division
14 years with the Firm

EDUCATION: BS Civil Engineering, Lamar University, 2007

REGISTRATION: Licensed Professional Engineer – Texas No. 116845

ORGANIZATIONS:
Lamar University Alumni Association
Phi Kappa Phi Honor Society
Tau Beta Phi Honor Society
American Society of Civil Engineers

DUTIES AND ACTIVITIES: Structural framing and foundation design of buildings, concrete reinforcement for structural engineering projects, Coordinate project design activities with clients and/or owners.

EXPERIENCE: Mr. Davis has over 14 years' experience in Structural Engineering. Including design of commercial buildings, schools, industrial facilities and pump stations for cities school districts and commercial interests.

REPRESENTATIVE PROJECTS

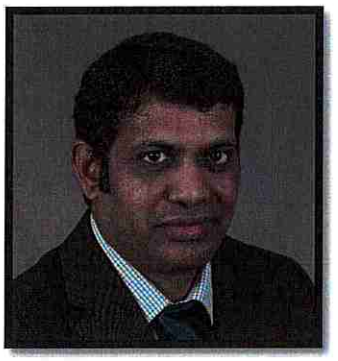
Sabine Pass I.S.D. Outdoor Education & Service Center, Sabine Pass Texas – Structural Design for new elevated field house. Utilizing 60 foot deep auger cast piers as the foundation for the elevated structure 13.5 ft. above ground located on the directly on the Gulf Coast. Contractor – Allco. Construction cost $2.8 MM.

Lamar CICE Building - Preparation of Structural construction plans for Administration and Classrooms Building. Structural Design of concrete foundation and steel framing for walls and roof supports. Coordination with City Building Department and Fire Marshal to secure permits for construction. Site inspections for Texas Windstorm Association Compliance Certification

Little Cypress-Mauriceville I.S.D. Bond Program – Design of Foundations, Structural Steel, Framing and roof supports for High School Classroom Expansions, New Junior High School Building and Mauriceville Elementary Classroom Expansions.

Port Arthur I.S.D. 9th Grade Building– Design of Foundations, Structural Steel, Framing and roof supports for High School Classroom Expansions.

TxDOT Bridge Inspections for Beaumont District by creating cross sections, and designing horizontal and vertical alignments.



GIRISH VADAKAPURAPU

Fittz & Shipman, Inc.
Structural Division
14 year with the Firm

EDUCATION: Master of Civil Engineering Lamar University, 2007

ORGANIZATIONS: Lamar University Alumni Association
American Society of Civil Engineers

DUTIES AND ACTIVITIES: Structural framing and foundation design of buildings, concrete reinforcement for structural engineering projects, Coordinate project design activities with clients and/or owners.

EXPERIENCE: Girish has over 12 years' experience in Structural Engineering including design of residential and commercial buildings, schools, industrial facilities and pump stations for municipalities, school districts & commercial interests.

RELEVANT PROJECTS: Orange County Emergency Center, Orange Texas- Assisted in Structural design for new emergency shelter to meet the FEMA 361 and ICC 500 standard. Shelter was designed as combination of tornado and hurricane shelter to withstand 200MPH wind speed utilizing structural steel and precast tilt wall construction. Design of drilled piers and slab on grade foundation to support the structure.

Stark Museum Archives Building, Orange Texas- Involved in Structural design for new archives building to withstand 200 MPH wind speed. Design of two story reinforced concrete structure and precast roof panels. Design of deep pile foundation to support the structure.

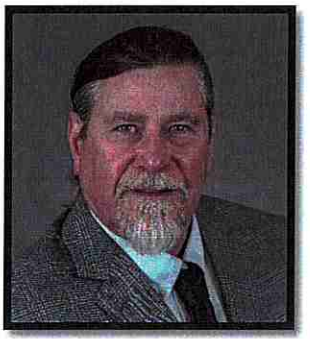
Sabine Pass I.S.D. Gym & Auditorium Addition, Sabine Pass Texas-Structural Design for elevated gym & auditorium addition. Design included 60 foot deep augur cast piles foundation, elevated reinforced concrete structural first floor and design of structural steel beams and columns to support roof.

City Of Beaumont Public Health Clinic, Beaumont - Design of a two story public health facility. Design included deep augur cast foundation, slab on grade and steel framing for walls and roof support. Site inspections for Texas Windstorm Association Compliance Certification.

Industrial Safety Training Council Building, Nederland Texas- Preparation of structural construction plans for ISTC facility. Structural design of concrete foundation and steel framing for walls and roof supports. Site inspections during construction phase.

Educational Institutions, Texas - Assisted in the structural design of Major Schools for Beaumont I.S.D., West Orange Cove C.I.S.D., Port Arthur I.S.D., Bridge City I.S.D., Spurger I.S.D., Brookeland I.S.D., Woodville I.S.D. and Nederland I.S.D.. Design of steel framed structure, load bearing and non-load bearing masonry walls, steel joists and joist girders, metal and composite deck, lateral load system, reinforce concrete, structural steel design and detailing. Reviewed structural steel shop drawings and responded to contractor submitted RFI's in a timely manner.

Multiple Projects- Performed windstorm analysis, steel framing design, and reinforced concrete foundation design calculations on various projects including The Diocese of Beaumont, City of Beaumont Best Years Center, Civic Center, Education First Credit Union, Port Neches Credit Union, Lumberton MUD, and numerous other commercial and residential buildings.



MITCHELL L. BRACKIN, R.P.L.S.
Registered Professional Land Surveyor
Fittz & Shipman, Inc.
Civil Division
7 years with the Firm

REGISTRATION:

Registered Professional Land Surveyor – Texas No. 5163

PERSONAL EXPERIENCE:

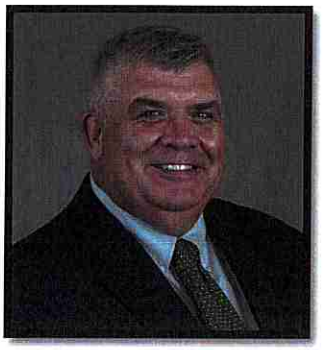
Mr. Brackin began his surveying career in 1980, working for the United States Geological Survey Department of the Interior, mapping the Southern-half of Toledo Bend Reservoir in Texas and Louisiana. Since that beginning, he has worked with successful engineering and surveying companies acquiring valuable and diverse experience in the industry. Mr. Brackin has been a Registered Professional Land Surveyor since 1996.

PROFESSIONAL EXPERIENCE:

With over forty years' experience in all aspects of the surveying field including but not limited to ALTA/ACSM Land Title Surveys, Boundary Retracement Surveys, Industrial Mapping, Pipeline Route Mapping, ROW (Right Of Way Locations), Telecommunications Surveys, Global Positioning Services, Construction Staking, Topographical Surveying, Subdivision Platting, Mortgage Loan Surveys, FEMA Elevation Certificates, As- Built Surveys.

Past projects include:

Air Products-Pipeline Routing, Tract Maps and Layout, Construction Staking and As Built Surveys
ENTERGY - Electrical Transmission Tract Maps and Layout
Governor Bill Daniels - Oil Well Staking
APAC Texas - Roadway Construction Staking
General Electric Corp - Generation Plant As Built Existing Structures
PSI Cooling Towers - Cooling Tower As - Built
Enron - Fiber Optic River Crossings
AT&T - Communication Tower Surveys
American Towers Corp - Communication Tower Surveys
Spectrasite - Communication Tower Surveys
Clear Channel Communications - Communication Tower Surveys
Jefferson Co. Engineers - Drainage Easements
Motiva Enterprises LLP - Crude Expansion Survey Manager
Circuit of the Americas - Formula One Raceway Qa/Qc Site Surveyor
Iowa Fertilizer Project - Civil Construction Survey Manager



Donald L. Burrell

Manager, Construction Services
Fittz & Shipman, Inc.
Structural/Civil Divisions
14 years with the Firm

EDUCATION:

Associate of Applied Science – Building Construction Technology, Texas State Technical College – Waco, 1991

REGISTRATION:

International Code Council (ICC)
Certified Building Official
Certified Building Code Official
Building Plans Examiner
Building Inspector
Accessibility Inspector/Plans Examiner
Residential Energy Inspector/Plans Examiner
Residential Combination Inspector
Coastal Construction and Floodplain Inspector
Texas Department of Licensing and Regulation
Registered Accessibility Specialist
Texas Residential Construction Commission
Third Party Inspector

PROFESSIONAL AFFILIATIONS:

International Code Council

OTHER ORGANIZATIONS:

Knights of Columbus
Boy Scouts of America
Coastal Conservation Association

DUTIES AND ACTIVITIES:

Coordinate Work of Field Inspectors
Manage Construction Phase of Engineering Projects
Residential and Commercial Windstorm Inspection
Foundation Inspection
TRCC Inspection
ADA Inspection

EXPERIENCE:

Mr. Burrell has over 33 years' experience in monitoring of Municipal and Commercial Construction as well as residential construction and Texas Department of Insurance windstorm certifications.

Worked in the Building Codes Division of the City of Beaumont for twenty-two years before joining Fittz & Shipman, Inc. Held jobs as building inspector, assistant building official/plans examiner, and served as building official for over twelve years. Responsible for the daily operation of the building permit office including coordinating various city departments for plan reviews for code requirements, issuance of building permits, and inspection of projects under construction. Compiled and oversaw department budget and supervised office staff and field inspectors.

FIRM REGISTRATIONS

Texas Board of Professional Engineers and Land Surveyors

CERTIFICATE OF REGISTRATION

This acknowledges that

FITTZ & SHIPMAN INC.

has fulfilled the requirements of the Texas Board of Professional Engineers and Land Surveyors to offer and perform engineering services in the state of Texas.

Registration Number
F-1160

Expiration Date
9/30/2023

Texas Board of Professional Engineers and Land Surveyors

CERTIFICATE OF REGISTRATION

This acknowledges that

FITTZ & SHIPMAN, INC.

has fulfilled the requirements of the Texas Board of Professional Engineers and Land Surveyors to offer and perform surveying services in the state of Texas.

Registration Number
10018600

Expiration Date
12/31/2022

COMPLETED SPECIFICATIONS PACKET

JEFFERSON COUNTY PURCHASING DEPARTMENT
Deborah L. Clark, Purchasing Agent

1149 Pearl Street
1st Floor, Beaumont, TX 77701

OFFICE MAIN: (409) 835-8593
FAX: (409) 835-8456

August 16, 2022

Request for Statements of Qualifications
(RFQ 22-050/MR) Structural Integrity and Independent Inspection Services for Flood Mitigation Home Elevation, Pursuant to Chapter 262, Texas Local Government Code, the County Purchasing Act and 2 CFR Section 200.318-326.

Jefferson County is seeking submittals from qualified firms to provide professional Structural Integrity and Independent Inspection Services in accordance with Request for Statements of Qualifications (RFQ 22-050/MR) Structural Integrity and Independent Inspection Services for Flood Mitigation Home Elevation, Pursuant to Chapter 262, Texas Local Government Code, the County Purchasing Act and 2 CFR Section 200.318-326.

All interested firms should obtain a "Request for Qualifications" specifications packet from the Jefferson County Purchasing webpage at: https://www.co.jefferson.tx.us/Purchasing/

All submittals shall be evaluated by an Evaluation Committee. This committee will evaluate submissions to this request and select the firm that is most qualified, responsive, and experienced.

Responses are to be sealed and addressed to the Purchasing Agent with the request for qualifications number and name marked on the outside of the envelope or box. All responses shall be submitted with an original and (5) five copies, to the Jefferson County Purchasing Department, 1149 Pearl Street, 1st Floor, Beaumont, Texas 77701, no later than 11:00 am CT, September 7, 2022. Jefferson County does not accept responses submitted electronically. Responses will be publicly opened and the names of responding firms will be read aloud in the Jefferson County Engineering Department Conference Room (5th Floor, Historic Courthouse) 1149 Pearl Street, Beaumont, Texas 77701 at the time and date below. Statements of Qualifications received after that time will be considered late and will be returned unopened. Inquiries shall be directed to Mistey Reeves, Assistant Purchasing Agent at 409-835-8593 or mreeves@co.jefferson.tx.us. If no response in 72 hours, contact Deborah Clark, Purchasing Agent at 409-835-8593 or dclark@co.jefferson.tx.us.

REQUEST NAME:	**Structural Integrity and Independent Inspection Services for Flood Mitigation Home Elevation, Pursuant to Chapter 262, Texas Local Government Code, the County Purchasing Act and 2 CFR Section 200.318-326.**
REQUEST NUMBER:	**RFQ 22-050/MR**
DUE DATE/TIME:	**11:00 am CT, Wednesday, September 7, 2022**
MAIL OR DELIVER TO:	**Jefferson County Purchasing Department** **1149 Pearl Street, 1st Floor** **Beaumont, TX 77701**

Jefferson County encourages Disadvantaged Business Enterprises (DBEs), Minority/Women Business Enterprises (M/WBEs), and Historically Underutilized Businesses (HUBs) to participate in the bidding process. Jefferson County does not discriminate on the basis of race, color, national origin, sex, religion, age or disability in employment, or the provisions of services. Individuals requiring special accommodations are requested to contact our office at least seven (7) days prior to the bid due date (at 409-835-8593) to make appropriate arrangements.

All interested firms are invited to submit a proposal in accordance with the terms and conditions stated in this request.

Respondents are strongly encouraged to carefully read the entire invitation, as failure to return and/or complete all required documentation will result in a response being declared as non-responsive.

Sincerely,

Deborah Clark

Deborah L. Clark, Purchasing Agent
Jefferson County, Texas

PUBLISH:
Beaumont Enterprise & Port Arthur News:
August 17th & 24th, 2022
Enterprise: **August 25, 2022**

TABLE OF CONTENTS

TABLE OF CONTENTS 1
SECTION 1: INTRODUCTION 2
1.1 PURPOSE/SCOPE OF WORK 2
1.2 PROCEDURE 3
1.3 EVALUATION COMMITTEE 3
1.4 EVALUATION PROCESS 3
1.5 FIRM's SERVICES 4
1.6 LAWS AND REGULATIONS 4
1.7 INSURANCE REQUIREMENTS 4
1.8 WORKER'S COMPENSATION INSURANCE 4
1.9 TERMS AND CONDITIONS 6
INSERTION PAGE: CERTIFICATE OF INSURANCE (COI) 7
SECTION 2: RFQ SUBMISSION REQUIREMENTS AND SPECIAL REQUIREMENTS 8
BYRD ANTI-LOBBYING CERTIFICATION FORM 22
DEBARMENT/SUSPENSION CERTIFICATION 23
CIVIL RIGHTS COMPLIANCE PROVISIONS 24
SECTION 3: RFQ SUBMISSION REQUIREMENTS AND SPECIAL REQUIREMENTS 26
3.1 SUBMISSION OF QUALIFICATIONS 26
3.2 DEADLINE FOR RESONSE SUBMISSIONS/DELIVERY 26
3.3 COURTHOUSE SECURITY 26
3.4 COUNTY HOLIDAYS (2022) 27
3.5 SUBMISSIONS DURING TIME OF INCLEMENT WEATHER, DISASTER, OR EMERGENCY 27
3.6 PRE-PROPOSAL CONFERENCE 27
3.7 QUESTIONS/DEADLINE FOR QUESTIONS 27
3.8 VENDOR REGISTRATION: SAM (SYSTEM FOR AWARD MANAGEMENT) 27
3.9 FORM 1295 SUBMISSION REQUIREMENT (TEXAS ETHICS COMMISSION) 28
SAMPLE FORM 1295 29
INSERTION PAGE: COMPLETED FORM 1295 30
INSERTION PAGE: COMPLETED SYSTEM FOR AWARD MANAGEMENT (SAM) REGISTRATION PROOF 31
3.10 MINIMUM REQUIMENTS: FIRM INFORMATION 32
3.11 ADDITIONAL INFORMATION FOR RESPONSE INCLUSION 32
3.12 CONFIDENTIAL/PROPRIETARY INFORMATION 32
3.13 EVALUATION SCORING CRITERIA 33
RESPONDENT INFORMATION FORM 34
VENDOR REFERENCE FORM 35
SIGNATURE PAGE 36
CERTIFICATION REGARDING LOBBYING 37
DISCLOSURE OF LOBBYING ACTIVITIES 38
CONFLICT OF INTEREST QUESTIONNAIRE 40
LOCAL GOVERNMENT OFFICER – CONFLICT OF INTEREST DISCLOSURE STATEMENT (OFFICE USE ONLY) 42
RESIDENCE CERTIFICATION/TAX FORM 43
HOUSE BILL 89 VERIFICATION 44
SENATE BILL 252 CERTIFICATION 45
NON-DISCLOSURE AGREEMENT 46
RESPONDENT'S CERTIFICATION 47

SECTION 1: INTRODUCTION: REQUEST FOR STATEMENTS OF QUALIFICATION
(RFQ 22-050/MR) Structural Integrity and Independent Inspection Services for Flood Mitigation Home Elevation, Pursuant to Chapter 262, Texas Local Government Code, the County Purchasing Act and 2 CFR Section 200.318-326.

1.1 PURPOSE/SCOPE OF WORK

Jefferson County is requesting statements of qualifications and experience from all interested Structural Integrity and Independent Inspection Firms desiring to provide professional Inspections for FMA, HMA and BRIC programs for home elevations.

PROJECT DESCRIPTION

Jefferson County is seeking qualified professional services to assist the County in inspecting homes for structural integrity, provide an Inspection Report and provide a Certificate of Occupancy. The County will use funding from FMA, HMA and BRIC programs to carry out these activities.

Structures must be structurally sound a capable of being elevated safely. Prior to homeowner participating in a FMA, HMA and BRIC project to elevate their house, homeowners will need to have a structural integrity assessment and inspection performed by an Independent Structural Engineer that will determine whether a house can be successfully elevated or not. Therefore, Jefferson County intends to enter into a Professional Services Agreement with one (1) or more prime firm(s) to provide services for the following:

- Perform up to 150 structural analyses and onsite inspections to determine if a structure can withstand the stress of being elevated or if better suited to be reconstructed. Inspection services include providing the County and homeowner with an Inspection Report and a Certificate of Occupancy.
    a. The first batch of homes to be assessed and inspected will number four (4). Subsequent batches of homes will be released throughout the upcoming projects. The firm(s) will be issued a Notice to Proceed for each batch of homes.
- Firms are to perform all necessary work on all assigned structural integrity analyses for each batch of homes within a three (3) month period from the Notice to Proceed determined upon award.

SCOPE OF WORK

Engineers will inspect homes prior to homeowner participating in a HGMP project and at the following milestones.

1. Inspect structure after Milestone 2 to ensure that the excavation and tunneling under the home is completed. Milestone 2 includes the following:
    a. Mobilization of equipment
    b. Clearing work
    c. Tunneling completed
    d. Structure is elevated and resting on cribbing completed
    e. Mid-lift EC showing structure is at or above the designated flood elevation. Inspection takes place.
2. Inspect structure after Milestone 3 to ensure that the structure is elevated and self-supporting. Water and sewer have been retrofitted/repaired. An elevation certificate has been submitted to verify compliance with the County's adopted flood ordinance. Milestone 3 includes the following:
    a. Piers and/or post columns are built
    b. New foundation is complete
        i. If foundation type will have CMU block wall – capture photos of posts, piles or columns as needed.
    c. Inspection takes place.
3. Inspect structure after Milestone 4 when all work has been completed. The firm will provide a Final Inspection which will show that the structure has been elevated to the locally compliant Designated Flood Elevation. All permits have been successfully closed out and grant paperwork has been provided as necessary. Communication has

occurred by the inspection firm, who will issue a Certificate of Occupancy, to the homeowner. A Certificate of Occupancy will not be issued until after the final inspection.

MINIMUM REQUIREMENTS

1. Minimum of three (3) years of structural integrity testing, inspection and certificate of occupancy services experience.
2. Minimum of three (3) years firm and firm ownership / key staff experience in structural integrity testing, inspection and certificate of occupancy services experience.
3. Background check, criminal and or affidavit of no suspensions or criminal actions against owners and or company for non-performance of work.

1.2 PROCEDURE.

Firms are encouraged to submit statements of qualifications and experience. The Jefferson County Commissioners' Court will appoint a Selection Review Committee to evaluate qualified responses. Responses will be ranked on the basis of demonstrated experience, competence, and qualifications. Fees, price, work hours, or any other cost information will not be considered in the development of the short list.

Jefferson County will then enter into negotiations with the highest qualified firm. The negotiations will first establish the scope, terms and conditions, and time limits for the proposed contract. Once agreement is reached between Jefferson County and the selected firm, the County will request a fee proposal from the firm. If agreement is reached, the County will retain the firm and enter into a written contract with it. If an agreement cannot be negotiated with the selected firm, the County will then enter into negotiations with the next most qualified firm. This procedure will continue until agreement is reached and a contract is produced. If the County cannot negotiate an agreement, the procedure will be terminated.

1.3 SELECTION REVIEW COMMITTEE.

Because of the diversity of the departments and activities of the County, the Commissioners' Court will appoint the Selection Review Committee for this Request for Qualifications. The Purchasing Agent may appoint a Chairperson and no less than two (2) other members for the committee. Typically, the committee will consist of at least one professional in the task required, a person knowledgeable about procurement practices, and either a representative of the department requesting the project, or the department executing the project. However, this structure is not binding and subject to change at the discretion of the Purchasing Agent. Other members may be appointed to the Evaluation Committee as necessary and appropriate, but the total number of persons committee shall not exceed five (5) persons. Committee appointments shall be in writing and shall briefly describe the scope of the project and, if necessary, the primary disciplines required to accomplish the project in order to assist the committee in developing a list of firms that might best accomplish the work required. Committee membership and project requirements will vary from project to project. Therefore, a firm rated number one for one project could be considered not qualified or ranked lower on another project.

1.4 EVALUATION PROCESS.

While Jefferson County appreciates a brief, straight-forward, and concise reply; Respondent must fully understand that the evaluation is based on the information provided. Accuracy and completeness are essential. Omissions, ambiguous, and equivocal statements may be construed against the respondent. The RFQ response may be incorporated into any contract which results from this RFQ, and vendor(s) are cautioned not to make claims or statements it is not prepared to commit to contractually. Failure of the vendor to meet such claims will result in a requirement that the vendor provide resources necessary to meet submitted claims.

The Jefferson County Purchasing Department may initiate discussions with selected vendors; however, discussions may not be initiated by vendors.

The Jefferson County Purchasing Department expects to conduct discussions with vendor's representatives authorized to contractually obligate the vendor with an offer. **Vendors shall not contact any Jefferson County personnel during the RFQ process without the express permission from the Jefferson County Purchasing Agent. The Purchasing Agent will disqualify any vendor who has made site visits, contacted Jefferson County personnel, or distributed any literature without authorization from the Jefferson County Purchasing Department.**

All correspondence relating to this RFQ, from advertisement to award shall be sent to the Jefferson County Purchasing Department. All presentations and/or meetings between Jefferson County and the vendor relating to this RFQ shall be coordinated by the Jefferson County Purchasing Department.
Selected vendors may be expected to make a presentation/product demonstration to an Evaluation Committee. Proposals, vendor presentations, and product/service evaluations may develop into negotiating sessions with the vendor(s) as selected by the Evaluation Committee. Jefferson County expects to conduct negotiations with vendor representatives authorized to contractually obligate the vendor with an offer. If vendor is unable to agree to contract terms and conditions, Jefferson County reserves the right to terminate contract negotiations with that vendor and initiate negotiations with another vendor. In addition to a presentation, visits by the Evaluation Committee to representative vendor client sites may be conducted where the proposed solution can be demonstrated in a production environment.

1.5 STRUCTURAL INTEGRITY AND INDEPENDENT INSPECTION FIRM's SERVICES.

A. A description of services that may be utilized under this RFQ includes:
1. Structural Integrity Inspection & Report
2. Certificate of Occupancy

1.6 LAWS AND REGULATIONS.

A. The Structural Integrity and Independent Inspection Firm(s) must comply with all laws, ordinances, and rules and regulations which govern the work specified in this contract.

1.7 INSURANCE.

The contractor including any and all subcontractors (as defined in **Section 1.8.1.3** below) shall, at all times during the term of this contract, maintain insurance coverages with not less than the type and requirements shown below. Such insurance is to be provided at the sole cost of the contractor. These requirements do not establish limits of the contractor's liability.

All policies of insurance shall waive all rights of subrogation against the County, its officers, employees and agents; a copy of the policy wording or endorsement is required.

Contractor shall furnish Jefferson County with Certificate of Insurance naming Jefferson County as additional insured and will provide the actual policy wording or endorsement showing as such.

All insurance must be written by an insurer licensed to conduct business in the State of Texas.

Minimum Insurance Requirements:

Public Liability, including Products & Completed Operations	$1,000,000
Excess Liability	$1,000,000

Property Insurance (policy below that is applicable to this project):
Improvements & Betterments Policy: Improvements/Remodeling (for Lease Tenants)
Builder's Risk Policy: Structural Coverage for Construction Projects
Installation Floater Policy: Improvements/Alterations to Existing Structure

Workers' Compensation Statutory Coverage (**See Section 1.8 Below**)

1.8 WORKER'S COMPENSATION INSURANCE.

1.8.1 Definitions:

1.8.1.1 **Certificate of coverage ("Certificate")** – A copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a coverage agreement, DWC-81, DWC-82, DWC-83, or DWC-84 showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.

1.8.1.2 **Duration of the project** – Includes the time from the beginning of the work on the project until the contractor's/person's work on the project has been completed and accepted by the governmental entity.

1.8.1.3 **Persons providing services on the project ("subcontractor") in article 406.096** – Includes all persons or entities performing all or part of the services under the contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractor, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project. "Services" includes, without limitation, providing, hauling or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

1.8.2 The Contractor shall provide coverage, based on proper reporting of classification code and payroll amounts and filing any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the contractor providing services on the project, for the duration of the project.

1.8.3 The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract – refer **to Section 1.7** above.

1.8.4 If the coverage period shown on the Contractor's current certificate of coverage ends during the duration of the project, the Contractor must, prior to the end of the coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been extended.

1.8.5 The Contractor shall obtain from each person providing services on a project, and provide to the governmental entity:

1.8.5.1 A certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project; and

1.8.5.2 No later than seven (7) days after receipt by the Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate ends during the duration of the project.

1.8.6 The Contractor shall retain all required certificates of coverage for the duration of the project and for one (1) year thereafter.

1.8.7 The Contractor shall notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.

1.8.8 The Contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Department of Workers' Compensation, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.

1.8.9 The Contractor shall contractually require each person with whom it contracts to provide services on a project to:

1.8.9.1 Provide coverage, based on reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all its employees providing services on the project, for the duration of the project.

1.8.9.2 Provide to the Contractor, prior to that person beginning work on the project a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project.

1.8.9.3 Provide the Contractor, prior to the end of coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.

1.8.9.4 Obtain from each person with whom it contracts, and provide to the Contractor:

1.8.9.4.1 A certificate of coverage, prior to the other person beginning work on the project; and

1.8.9.4.2 the coverage period, if the coverage period shown on the current certificate of a new certificate of coverage showing extension of coverage, prior to the end of coverage ends during the duration of the project.

1.8.9.5 Retain all required certificates of coverage on file for the duration of the project and for one (1) year thereafter.

1.8.9.6 Notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and

1.8.9.7 Contractually require each person with whom it contracts to perform as required by paragraphs **1.8.1. – 1.8.7**., with the certificates of coverage to be provided to the person for whom they are providing services.

1.8.10 By signing this contract or providing or causing to be provided a certificate of coverage, the Contractor is representing to the governmental entity that all employees of the contractor who will provide services of the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

1.8.11 The Contractor's failure to comply with any of these provisions is a breach of contract by the Contractor which entitles the governmental entity to declare the contract void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the governmental entity.

1.9 TERMS AND CONDITIONS.

1. Jefferson County reserves the right to request clarification of information submitted and to request additional information of one or more respondents.
2. Any agreement or contract resulting from this RFQ shall be on forms approved by Jefferson County and shall contain, at minimum, applicable provisions of this document. Jefferson County reserves the right to reject any agreement that does not conform to this document and any County requirements and contracts.
3. The Structural Integrity and Independent Inspection Firm shall not assign any interest in the contract and shall not transfer any interest in the same without prior written consent of the County.
4. No reports, information, or data given to or prepared by the Structural Integrity and Independent Inspection Firm under contract shall be made available to any individual or organization by the Structural integrity and Independent Inspection Firm without the prior written approval of the County.

RESPONDENT: INSERT COPY OF CERTIFICATE OF INSURANCE (COI) BEHIND THIS PAGE.

Note: For RFQ response submission purposes, a general COI will suffice. However, a COI that includes the notation that "Jefferson County as an additional insured" will be required from Awarded Respondent(s) prior to the issuance of a Purchase Order.

Client#: 2629 FITSHI

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 03/23/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER J. S. Edwards & Sherlock Insurance Agency, LLP P. O. Box 22237 Beaumont, TX 77720	CONTACT NAME: Ginny Johnson PHONE (A/C, No, Ext): 409 832-7736 FAX (A/C, No): 409-833-1721 E-MAIL ADDRESS: ginny@edwardsandsherlock.com
INSURED Fittz & Shipman, Inc. 1405 Cornerstone Ct. Beaumont, TX 77706	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Wesco Insurance Company — 25011 INSURER B : Technology Insurance Company — 42376 INSURER C : Texas Mutual Insurance Company — 22945 INSURER D : INSURER E : INSURER F :

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC OTHER:			WPP165295202	10/04/2021	10/04/2022	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$1,000,000 $100,000 $5,000 $1,000,000 $2,000,000 $2,000,000 $
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY			WPP188561000	10/04/2021	10/04/2022	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$1,000,000 $ $ $ $
B	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $10000			TUM161978000	10/04/2021	10/04/2022	EACH OCCURRENCE AGGREGATE $	$5,000,000 $5,000,000 $
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		0001141278	03/24/2022	03/24/2023	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $1,000,000 $1,000,000 $1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

SAMPLE CERTIFICATE

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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VJ

Client#: 167875 FITTZSHI

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 7/18/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Callie Renaud	
USI Southwest 9811 Katy Freeway, Suite 500 Houston, TX 77024 713 490-4600	PHONE (A/C, No, Ext): 713 490-4600	FAX (A/C, No): 713-490-4700
	E-MAIL ADDRESS: callie.renaud@usi.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Aspen Specialty Insurance Company	10717
INSURED Fittz & Shipman, Inc. 1405 Cornerstone Ct. Beaumont, TX 77706-3897	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						☐ PER STATUTE ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ N / A						E.L. EACH ACCIDENT	$
	(Mandatory in NH)						E.L. DISEASE - EA EMPLOYEE	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	$
A	Professional Liability			AAAE30043601	07/17/2022	07/17/2023	$2,000,000 per claim $2,000,000 annl aggr.	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Prof Liab: The aggregate limit is the total insurance available for claims presented within the policy period for all operations of insured. The limit will be reduced by payment of indemnity and expense.

CERTIFICATE HOLDER	CANCELLATION
Fittz & Shipman Inc 1405 Cornerstone Ct Beaumont, TX 77706-3897	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Bethany Davis

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SECTION 2: FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) MANDATED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY UNDER FEDERAL AWARDS REQUIRED BY 2 C.F.R. §200.326 APPENDIX II TO 2 CFR §200

(REVISED JUNE 2022)

REMEDIES

(For all awarded contracts with a value greater than $150,000.00)

Any violation or breach of terms of this contract on the part of the Contractor or the Contractor's subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this contract. The duties and obligations imposed by the contract documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. Any violation or breach of terms of this contract of the Contractor or the Contractor's sub-contractors will be subject to the remedies, including liquidated damages, described in the bid specifications or Request for Proposal and the Client rules and regulations and special conditions which are incorporated herein by reference in their entirety.

TERMINATION FOR CAUSE AND CONVENIENCE

(For all awarded contracts with a value greater than $10,000.00)

The Client reserves the right to terminate this contract for cause or convenience pursuant to the rules and regulations and special conditions which are incorporated herein by reference in their entirety.

EQUAL EMPLOYMENT OPPORTUNITY

(For all awarded contracts that meet the definition of "federally assisted construction contract" provided in 41 CFR Part 60-1.3) ***Contractor must complete enclosed certification***

During the performance of this contract, the contractor agrees as follows:

1. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:
   Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this non-discrimination clause.

2. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

3. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

4. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

6. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

7. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

8. The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

DAVIS-BACON ACT AND COPELAND "ANTI-KICKBACK" ACT

(The Davis-Bacon Act only applies to the Emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant Program. It DOES NOT apply to other FEMA grant and cooperative agreement programs, including the Public Assistance Program.

1. ***Minimum wages.***

   i. All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 193 7 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at

time of payment computed at rates not less than those contained in the wage dete1mination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1 (b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(l)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in §5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided,* that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(l)(ii) of this section) and the Davis Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

ii. (A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination, and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

2) The classification is utilized in the area by the construction industry; and

3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions , including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D)The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(l)(ii) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

i. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

ii. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided,* That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account asset for the meeting of

obligations under the plan or program.

2. ***Withholding.***

The Federal Agency and/or Client shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 193 7 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the (Agency) may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. ***Payrolls and basic records.***

i. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section I (b) (2) (B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(l)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section l(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

ii. (A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the federal agency if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to the federal agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee *(e.g.,* the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at *http://www.dol.gov/esa/whd(forms/wh347instr.htm* or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the federal agency if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit them to the applicant, sponsor, or owner, as the case may be, for transmission to the federal agency, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, sponsor, or owner). (B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

1) That the payroll for the payroll period contains the information required to be provided under §5.5 (a) (3) (ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5

(a) (3) (i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

i. The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section section available for inspection, copying, or transcription by authorized representatives of the federal agency or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. ***Apprentices and trainees.***

i. ***Apprentices.*** Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractors registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

ii. ***Trainees.*** Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted

under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

iii. ***Equal employment opportunity.*** The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

5. ***Compliance with Copeland Act requirements.***

The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

6. ***Subcontracts.***

The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a) (l) through (10) and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

7. ***Contract termination: debarment.***

A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. ***Compliance with Davis-Bacon and Related Act requirements.***

All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. ***Breach.***

A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

10. ***Disputes concerning labor standards.***

Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

11. ***Certification of eligibility.***

1) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis Bacon Act or 29 CFR 5.12(a)(l).

2) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(l).

3) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

(For all awarded contracts related to "mechanics and laborers" with a value greater than $100,000.00)

1) **Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
2) **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of $27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.
3) **Withholding for unpaid wages and liquidated damages.** The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.
4) **Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT

(This requirement **does not apply** to the Public Assistance, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households - Other Needs Assistance Grant Program, as FEMA awards under these programs do not meet the definition of "funding agreement." If FEMA federal award meets definition of "funding agreement" under 37 CFR §401.2(a), for all awarded contracts related to experimental, developmental, or research work type contracts)

(a) Definitions

(1) *Invention* means any invention or discovery which is or may be patentable or otherwise protectable under Title 35 of the United States Code, or any novel variety of *et seq.).*
(2) *Subject invention* means any invention of the *contractor* conceived or first actually reduced to practice in the performance of work under this *contract,* provided that in the case of a variety of plant, the date of determination (as defined in section 41(d) of the Plant Variety Protection Act, 7 U.S.C. 240l (d)) must also occur during the period of *contract* performance.
(3) *Practical Application* means to manufacture in the case of a composition or product, to practice in the case of a process or method, or to operate in the case of a machine or system; and, in each case, under such conditions as to establish that the invention is being utilized and that its benefits are, to the extent permitted by law or government regulations, available to the public on reasonable terms.
(4) *Made* when used in relation to any invention means the conception or first actual reduction to practice of such invention.
(5) *Small Business Firm* means a small business concern as defined at section 2 of Pub. L. 85-536 (15 U.S.C. 632) and implementing regulations of the Administrator of the Small Business Administration. For the purpose of this clause, the size standards for small business concerns involved in government procurement and

subcontracting at 13 CFR 121.3-8 and 13 CFR 121.3- 12, respectively, will be used.

(6) *Nonprofit Organization* means a university or other institution of higher education or an organization of the type described in section 501 (c) {3) of the Internal Revenue Code of 1954 (26 U.S.C. 501(c) and exempt from taxation under section 501(a) of the Internal Revenue Code (25 U.S.C. 501(a)) or any nonprofit scientific or educational organization qualified under a state nonprofit organization statute.

(b) Allocation of Principal Rights

The *Contractor* may retain the entire right, title, and interest throughout the world to each subject invention subject to the provisions of this clause and 35 U.S.C. 203. With respect to any subject invention in which the *Contractor* retains title, the Federal government shall have a nonexclusive, non-transferable, irrevocable, paid-up license to practice or have practiced for or on behalf of the United States the subject invention throughout the world.

(c) Invention Disclosure, Election of Title and Filing of Patent Application by *Contractor*

(1) The *contractor* will disclose each subject invention to the *Federal Agency* within two months after the inventor discloses it in writing to *contractor* personnel responsible for patent matters. The disclosure to the agency shall be in the form of a written report and shall identify the *contract* under which the invention was made and the inventor(s). It shall be sufficiently complete in technical detail to convey a clear understanding to the extent known at the time of the disclosure, of the nature, purpose, operation, and the physical, chemical, biological or electrical characteristics of the invention. The disclosure shall also identify any publication, on sale or public use of the invention and whether a manuscript describing the invention has been submitted for publication and, if so, whether it has been accepted for publication at the time of disclosure. In addition, after disclosure to the *agency,* the *Contractor* will promptly notify the *agency* of the acceptance of any manuscript describing the invention for publication or of any on sale or public use planned by the *contractor.*

(2) The *Contractor* will elect in writing whether or not to retain title to any such invention by notifying the *Federal agency* within two years of disclosure to the *Federal agency.* However, in any case where publication, on sale or public use has initiated the one-year statutory period wherein valid patent protection can still be obtained in the United States, the period for election of title may be shortened by the *agency* to a date that is no more than 60 days prior to the end of the statutory period.

(3) The *contractor* will file its initial patent application on a subject invention to which it elects to retain title within one year after election of title or, if earlier, prior to the end of any statutory period wherein valid patent protection can be obtained in the United States after a publication, on sale, or public use. The *contractor* will file patent applications in additional countries or international patent offices within either ten months of the corresponding initial patent application or six months from the date permission is granted by the Commissioner of Patents and Trademarks to file foreign patent applications where such filing has been prohibited by a Secrecy Order.

(4) Requests for extension of the time for disclosure, election, and filing under subparagraphs (1), (2), and (3) may, at the discretion of the *agency,* be granted.

(d) Conditions When the Government May Obtain Title

The *contractor* will convey to the *Federal agency,* upon written request, title to any subject invention-

(1) If the *contractor* fails to disclose or elect title to the subject invention within the times specified in (c), above, or elects not to retain title; provided that the *agency* may only request title within 60 days after learning of the failure of the *contractor* to disclose or elect within the specified times.

(2) In those countries in which the *contractor* fails to file patent applications within the times specified in (c) above; provided, however, that if the *contractor* has filed a patent application in a country after the times specified in (c) above, but prior to its receipt of the written request of the *Federal agency,* the *contractor* shall continue to retain title in that country.

(3) In any country in which the *contractor* decides not to continue the prosecution of any application for, to pay the maintenance fees on, or defend in reexamination or opposition proceeding on, a patent on a subject invention.

(e) Minimum Rights to *Contractor* and Protection of the *Contractor* Right to File

(1) The *contractor* will retain a nonexclusive royalty-free license throughout the world in each subject invention to which the Government obtains title, except if the *contractor* fails to disclose the invention within the times specified in (c), above. The *contractor's* license extends to its domestic subsidiary and affiliates, if any, within the corporate structure of which the *contractor* is a party and includes the right to grant sublicenses of the same scope to the extent the *contractor* was legally obligated to do so at the time the *contract* was awarded. The license is transferable only with the approval of the *Federal* to which the invention pertains.

(2) The *contractor's* domestic license may be revoked or modified by the *funding Federal agency* to the extent necessary to achieve expeditious practical application of the subject invention pursuant to an application for an exclusive license submitted in accordance with applicable provisions at 37 CFR part 404 and *agency* licensing regulations (if any). This license will not be revoked in that field of use or the geographical areas in which the *contractor* has achieved practical application and continues to make the benefits of the invention reasonably accessible to the public. The license in any foreign country may be revoked or modified at the discretion of the *funding Federal agency* to the extent the *contractor,* its licensees, or the domestic subsidiaries or affiliates have failed to achieve practical application in that foreign country.

(3) Before revocation or modification of the license, the *funding Federal agency* will furnish the *contractor* a written notice of its intention to revoke or modify the license, and the *contractor* will be allowed thirty days (or such other time as may be authorized by the *funding Federal agency* for good cause shown by the *contractor)* after the notice to show cause why the license should not be revoked or modified. The *contractor* has the right to appeal, in accordance with applicable regulations in 37 CFR part 404 and *agency* regulations (if any) concerning the licensing of Government-owned inventions, any decision concerning the revocation or modification of the license.

(f) *Contractor* Action to Protect the Government's Interest

(1) The *contractor* agrees to execute or to have executed and promptly deliver to the *Federal agency* all instruments necessary to

(i) establish or confirm the rights the Government has throughout the world in those subject inventions to which the *contractor* elects to retain title, and

(ii) convey title to the *Federal agency* when requested under paragraph (d) above and to enable the government to obtain patent protection throughout the world in that subject invention.

(2) The *contractor* agrees to require, by written agreement, its employees, other than clerical and nontechnical employees, to disclose promptly in writing to personnel identified as responsible for the administration of patent matters and in a format suggested by the *contractor* each subject invention made under *contract* in order that the *contractor* can comply with the disclosure provisions of paragraph (c), above, and to execute all papers necessary to file patent applications on subject inventions and to establish the government's rights in the subject inventions. This disclosure format should require, as a minimum, the information required by (c) (l), above. The *contractor* shall instruct such employees through employee agreements or other suitable educational programs on the importance of reporting inventions in sufficient time to permit the filing of patent applications prior to U.S. or foreign statutory bars.

(3) The *contractor* will notify the *Federal agency* of any decisions not to continue the prosecution of a patent application, pay maintenance fees, or defend in a reexamination or opposition proceeding on a patent, in any country, not less than thirty days before the expiration of the response period required by the relevant patent office.

(4) The *contractor* agrees to include, within the specification of any United States patent applications and any patent issuing thereon covering a subject invention, the following statement, "This invention was made with government support under (identify the *contract)* awarded by (identify the Federal agency). The government has certain rights in the invention."

(g) Subcontracts

(1) The *contractor* will include this clause, suitably modified to identify the parties, in all subcontracts, regardless of tier, for experimental, developmental or research work. The subcontractor will retain all rights provided for the *contractor* in this clause, and the *contractor* will not, as part of the consideration for awarding the subcontract, obtain rights in the subcontractor's subject inventions.

(2) In the case of subcontracts, at any tier, when the prime award with the Federal agency was a contract (but

not a grant or cooperative agreement), the *agency,* subcontractor, and the contractor agree that the mutual obligations of the parties created by this clause constitute a contract between the subcontractor and the Federal agency with respect to the matters covered by the clause; provided, however, that nothing in this paragraph is intended to confer any jurisdiction under the Contract Disputes Act in connection with proceedings under paragraph (i) of this clause.

(h) Reporting on Utilization of Subject Inventions

The *Contractor* agrees to submit on request periodic reports no more frequently than annually on the utilization of a subject invention or on efforts at obtaining such utilization that are being made by the *contractor* or its licensees or assignees. Such reports shall include information regarding the status of development, date of first commercial sale or use, gross royalties received by the contractor, and such other data and information as the *agency* may reasonably specify. The *contractor* also agrees to provide additional reports as may be requested by the *agency* in connection with any march-in proceeding undertaken by the *agency* in accordance with paragraph (i) of this clause. As required by 35 U.S.C. 202(c) (5), the *agency* agrees it will not disclose such information to persons outside the government without permission of the *contractor.*

(i) Preference for United States Industry

Notwithstanding any other provision of this clause, the *contractor* agrees that neither it nor any assignee will grant to any person the exclusive right to use or sell any subject inventions in the United States unless such person agrees that any products embodying the subject invention or produced through the use of the subject invention will be manufactured substantially in the United States. However, in individual cases, the requirement for such an agreement may be waived by the *Federal agency* upon a showing by the *contractor* or its assignee that reasonable but unsuccessful efforts have been made to grant licenses on similar terms to potential licensees that would be likely to manufacture substantially in the United States or that under the circumstances domestic manufacture is not commercially feasible.

(j) March-in Rights

The *contractor* agrees that with respect to any subject invention in which it has acquired title, the *Federal agency* has the right in accordance with the procedures in 37 CFR 401.6 and any supplemental regulations of the *agency* to require the *contractor,* an assignee or exclusive licensee of a subject invention to grant a nonexclusive, partially exclusive, or exclusive license in any field of use to a responsible applicant or applicants, upon terms that are reasonable under the circumstances, and if the *contractor,* assignee, or exclusive licensee refuses such a request the *Federal agency* has the right to grant such a license itself if the *Federal agency* determines that:

(1) Such action is necessary because the *contractor* or assignee has not taken or is not expected to take within a reasonable time, effective steps to achieve practical application of the subject invention in such field of use.

(2) Such action is necessary to alleviate health or safety needs which are not reasonably satisfied by the *contractor,* assignee or their licensees;

(3) Such action is necessary to meet requirements for public use specified by Federal regulations and such requirements are not reasonably satisfied by the *contractor,* assignee or licensees; or

(4) Such action is necessary because the agreement required by paragraph (i) of this clause has not been obtained or waived or because a licensee of the exclusive right to use or sell any subject invention in the United States is in breach of such agreement.

(k) Special Provisions for *Contracts* with Nonprofit Organizations If the *contractor* is a nonprofit organization, it agrees that:

(1) Rights to a subject invention in the United States may not be assigned without the approval of the *Federal agency,* except where such assignment is made to an organization which has as one of its primary functions the management of inventions, provided that such assignee will be subject to the same provisions as the *contractor;*

(2) The *contractor* will share royalties collected on a subject invention with the inventor, including Federal employee co-inventors (when the agency deems it appropriate) when the subject invention is assigned in accordance with 35 U.S.C. 202(e) and 37 CFR 401.10;

(3) The balance of any royalties or income earned by the *contractor* with respect to subject inventions, after payment of expenses (including payments to inventors) incidental to the administration of subject inventions, will be utilized for the support of scientific research or education; and

(4) It will make efforts that are reasonable under the circumstances to attract licensees of subject invention that are small business firms and that it will give a preference to a small business firm when licensing a subject invention if the *contractor* determines that the small business firm has a plan or proposal for marketing the

invention which, if executed, is equally as likely to bring the invention to practical application as any plans or proposals from applicants that are not small business firms; provided, that the *contractor* is also satisfied that the small business firm has the capability and resources to carry out its plan or proposal. The decision whether to give a preference in any specific case will be at the discretion of the *contractor*. However, the *contractor* agrees that the Secretary applicants, and the *contractor* will negotiate changes to its licensing policies, procedures, or practices with the Secretary when the Secretary's review discloses that the *contractor* could take reasonable steps to implement more effectively the requirements of this paragraph (k)(4).

(l) Communication

Any communications to be given hereunder by either party to the other shall be deemed to be duly given if set forth in writing and personally delivered or sent by mail, registered or certified, postage prepaid with return receipt requested, as follows:

_____

_____

_____

_____

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 Fittz & Shipman, Inc. certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Bernardino Tristan, Chief Executive Officer
Name and Title of Contractor's Authorized Official

August 31, 2022
Date

REQUIRED FORM
Respondent:
Please complete this form and include with RFQ response submission.

DEBARMENT/SUSPENSION CERTIFICATION

Non-Federal entities and contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, Debarment and Suspension (1986) and Executive Order 12689, Debarment and Suspension (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (No procurement Debarment and Suspension).

This requirement applies to all FEMA grant and cooperative agreement programs.

Federal Executive Order (E .O.) 12549 "Debarment" requires that all contractors receiving individual awards, using federal funds, and all sub recipients certify that the organization and its principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from doing business with the Federal Government. By signing this document, you certify that your organization and its principals are not debarred. Failure to comply or attempts to edit this language may disqualify your bid. Information on debarment is available at the following websites: www.sam.gov and https://acguisition.qov/far/index.html see section 52.209-6.

The Contractor Fittz & Shipman, Inc. certifies or affirms by your signature that neither you nor your principal is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

Bernardino Tristan

Signature of Contractor's Authorized Official

Bernardino Tristan, Chief Executive Officer

Name and Title of Contractor's Authorized Official

September 1, 2022

Date

REQUIRED FORM
Respondent:
Please complete this form and include with RFQ response 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.

Bernardino Tristan

Signature of Contractor's Authorized Official

Bernardino Tristan, Chief Executive Officer

Name and Title of Contractor's Authorized Official

August 31, 2022

Date

REQUIRED FORM
Respondent:
Please complete this form and include with RFQ response submission.

SECTION 3: RFQ SUBMISSION INSTRUCTIONS AND SPECIAL REQUIREMENTS

The following requirements and instructions **supersede** General Requirements where applicable.

3.1 SUBMISSION OF QUALIFICATIONS.

Each Respondent shall ensure that required parts of the RFQ response are completed with accuracy and submitted as per the requirements within this specifications packet, including any addenda.

Responses must be submitted in complete original form by mail or messenger to the following address:

Jefferson County Purchasing Department
1149 Pearl Street, 1st Floor
Beaumont, TX 77701

Respondent shall submit response in a tightly sealed opaque envelope or box, plainly marked "SEALED RFQ RESPONSE." The outside of the envelope of box shall also include the RFQ Number, RFQ Name, RFQ Due Date, and the Respondent's Name and Address; and shall be addressed to the Purchasing Agent.

The County requests that response submissions NOT be bound by staples or glued spines.

Respondent is responsible for submitting: One (1) original and five (5) response copies; with all copies to include a completed copy of this specifications packet, in its entirety.

Respondent shall monitor the Jefferson County Purchasing Department Website for any addenda, additional instructions, or RFQ updates. https://www.co.jefferson.tx.us/Purchasing/

Failure to return and/or complete all required documentation will result in a response being declared as non-responsive.

3.2 DEADLINE FOR RESPONSE SUBMISSIONS/DELIVERY.

All submissions must be received by 11:00 am CT, Wednesday, September 7, 2022.

RFQ responses will be accepted at the above address until the time and date specified herein, and immediately after will be publicly opened and read aloud.

Late responses will not be accepted and will be returned unopened to the Respondent.

Jefferson County will not accept any responsibility for responses being delivered by third party carriers.

Jefferson County shall not be responsible for any effort or cost expended in the preparation of a response to this RFQ.

All responses submitted in response to this invitation shall become the property of Jefferson County and will be a matter of public record available for review.

All protests should be coordinated through the Purchasing Office prior to award recommendation to Commissioners' Court.

Please direct questions to **Mistey Reeves, Assistant Purchasing Agent** at 409-835-8593 or e-mail at: mreeves@co.jefferson.tx.us. If no response in 72 hours, contact **Deborah Clark, Purchasing Agent** at 409-835-8593 or email at: dclark@co.jefferson.tx.us.

3.3 COURTHOUSE SECURITY.

All visitors to the Courthouse must pass through Security. Respondents planning to hand deliver 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.

3.4 COUNTY HOLIDAYS (2022).

January 17, 2022	Martin Luther King, Jr. Day	Monday
February 21, 2022	President's Day	Monday
April 15, 2022	Good Friday	Friday
May 30, 2022	Memorial Day	Monday
July 4, 2022	Independence Day	Monday
September 5, 2022	Labor Day	Monday
November 11, 2022	Veteran's Day	Friday
November 24 & 25, 2022	Thanksgiving	Thursday & Friday
December 23 & 26, 2022	Christmas	Friday & Monday
January 2, 2023	New Year's	Monday

3.5 SUBMISSIONS DURING TIME OF INCLEMENT WEATHER, DISASTER, OR EMERGENCY.

In case of inclement weather or any other unforeseen event causing the County to close for business on the date of a bid/proposal/statement of qualifications submission deadline, the RFQ closing will automatically be postponed until the next business day that County offices are open to the public. Should inclement weather conditions or any other unforeseen event cause delays in courier service operations, the County may issue an addendum to all known vendors interested in the project to extend the deadline. It will be the responsibility of the vendor to notify the county of their interest in the project should these conditions impact their ability to submit a bid/proposal/statement of qualifications submission before the stated deadline. The County reserves the right to make the final judgement call to extend any deadline.

Should an emergency or unanticipated event interrupt normal County processes, and bid/proposal/statement of qualifications submissions cannot be received by the Jefferson County Purchasing Department's office by the exact time specified in the RFQ and urgent County requirements preclude amendment to the RFQ, the time specified for receipt of Statements of Qualifications will be deemed to be extended to the same time of day specified in the solicitation on the first business day on which normal County processes resume.

Proposals will be opened publicly in a manner to avoid public disclosure of contents; however, only names of Proposers will be read aloud.

3.6 PRE-PROPOSAL CONFERENCE.

Due to the nature of this Request for Proposals, a Pre-Proposal Conference will not be held for this project.

3.7 QUESTIONS/DEADLINE FOR QUESTIONS.

Questions may be emailed to **Mistey Reeves, Assistant Purchasing Agent** at: mreeves@co.jefferson.tx.us or faxed at: 409-835-8456. If no response in 72 hours, contact **Deborah Clark, Purchasing Agent** at dclark@co.jefferson.tx.us or faxed at: 409-835-8456.

The Deadline for asking questions or requesting additional information (in writing) is 5:00 pm, CT, August 31, 2022.

3.8 VENDOR REGISTRATION: SAM (SYSTEM FOR AWARD MANAGEMENT).

Vendors doing business with Jefferson County are **required** to be registered with The System for Award Management (SAM), with an "active" status. The System for Award Management (SAM) is the Official U.S. Government system that consolidated the capabilities of CCR/FedReg, ORCA, and EPLS. There is NO fee to register for this site. Entities may register at no cost directly from the SAM website at: https://www.sam.gov

In instances where a vendor has either an "Inactive" SAM Registration or is not currently registered with the System for Award Management, the Purchasing Department may *initially* accept proof (printout from the SAM website) that

the vendor has begun the registration process in order for the IFB/RFQ/RFQ submission to be considered as "responsive" to the specifications for the project.

However, the SAM Registration must be completed (showing "active" status, with no exclusions) prior to the award and/or execution of an agreement or contract for the project.

3.9 FORM 1295 SUBMISSION REQUIREMENT (TEXAS ETHICS COMMISSION).

ALL NON-EXEMPT RESPONDENTS ARE REQUIRED TO SUBMIT COMPLETED FORM 1295 WITH RFQ RESPONSE SUBMISSION.

INSTRUCTIONS:

(1) Submit a FORM 1295 online via the Texas Ethics Commission website link below.
Vendors must enter the required information on Form 1295, and print a copy of the completed form.
The form will include a certification of filing that will contain a unique certification number.

2. Submit a FORM 1295 hard copy (completed & signed by an Authorized Agent of the Awarded Vendor), to the Jefferson County Purchasing Department WITH RFQ SUBMISSION.

FORM 1295, Completion Instructions, and Login Instructions are available via the Texas Ethics Commission Website at: https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

SAMPLE: A sample of a completed FORM 1295 is included on page 29.

FORM 1295 Implementation Background:

In accordance with House Bill 1295 (passed January 1, 2016), Vendors entering into contracts and professional agreements with Jefferson County will be required to complete a Certificate of Interested Parties (FORM 1295), **unless contract is considered exempt as described below.**

In 2017, the Texas legislature amended the law to require Form 1295 to include an "unsworn declaration" which includes, among other things, the date of birth and address of the authorized representative signing the form. The unsworn declaration, including the date of birth and address of the signatory, replaces the notary requirement that applied to contracts entered into before January 1, 2018. The TEC filing application does not capture the date of birth or street address of the signatory and it will not appear on forms that are filed using the TEC filing application.

Changes to the law requiring certain businesses to file a Form 1295 are in effect for contracts entered into or amended on or after January 1, 2018. The changes exempt businesses from filing a Form 1295 for certain types of contracts and replace the need for a completed Form 1295 to be notarized. Instead, the person filing a 1295 needs to complete an "unsworn declaration."

FORM 1295 EXEMPTIONS:

What type of contracts are exempt from the Form 1295 filing requirement under the amended law?

The amended law adds to the list of types of contract exempt from the Form 1295 filing requirement.

A completed Form 1295 is not required for:

- a sponsored research contract of an institution of higher education
- an interagency contract of a state agency or an institution of higher education
- a contract related to health and human services if: the value of the contract cannot be determined at the time the contract is executed; and o any qualified vendor is eligible for the contract
- a contract with a publicly traded business entity, including a wholly owned subsidiary of the business entity
- a contract with an electric utility, as that term is defined by Section 31.002, Utilities Code
- a contract with a gas utility, as that term is defined by Section 121.001, Utilities Code

SAMPLE FORM 1295

CERTIFICATE OF INTERESTED PARTIES — FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY

1 **Name of business entity filing form, and the city, state and country of the business entity's place of business.**

YOUR FIRM NAME HERE

2 **Name of governmental entity or state agency that is a party to the contract for which the form is being filed.**

**JEFFERSON COUNTY, TEXAS*

3 **Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.**

BID/CONTRACT/PO NUMBER GOES HERE

4 Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
		Controlling	Intermediary
NAME OF PERSON/PERSONS THAT ~~OWN BUSINESS GOES HERE.~~ MUST LIST ANY PERSON THAT DOES NOT WORK FOR THE COMPANY LISTED IN #1 THAT WILL PROFIT FROM THE BID/CONTRACT/PO			

5 **Check only if there is NO Interested Party.** ☐ **ONLY CHECK IF NO CONTROLLING OR INTERMEDIARY PARTY**

6 **UNSWORN DECLARATION** Vendor is to complete #6 - Unsworn Declaration

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____ County, State of _____, on the _____ day of _____, 20_____.
(month) (year)

_____
Signature of authorized agent of contracting business entity
(Declarant)

ADD ADDITIONAL PAGES AS NECESSARY

Form provided by Texas Ethics Commission www.ethics.state.tx.us Revised 12/22/2017

Must file online at www.ethics.state.tx.us/File

RESPONDENT: INSERT COMPLETED FORM 1295 BEHIND THIS PAGE.

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2022-924135

Date Filed:
08/19/2022

Date Acknowledged:

1 **Name of business entity filing form, and the city, state and country of the business entity's place of business.**
Fittz & Shipman, Inc.
Beaumont, TX United States

2 **Name of governmental entity or state agency that is a party to the contract for which the form is being filed.**
Jefferson County, 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.**
RFQ 22-050/MR
Structural Integrity & Independent Inspection Services for Flood Mitigation Home Elevation, Pursuant to Chapter 262, TX Local Government Code, The County Purchasing Act and 2 CFR Section 200.318-326.

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Tristan, Bernardino	Beaumont, TX United States	X	
Dotson, Daniel	Beaumont, TX United States	X	
King, Donald	Beaumont, TX United States	X	
Shipman, Terry	Beaumont, TX United States	X	

5 **Check only if there is NO Interested Party.** ☐

6 **UNSWORN DECLARATION**

My name is Bernardino Tristan, and my date of birth is 8/28/1977.

My address is 9120 Riggs (street), Beaumont (city), TX (state), 77707 (zip code), USA (country).

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Jefferson County, State of Texas, on the 31st day of August (month), 20 22 (year).

Signature of authorized agent of contracting business entity
(Declarant)

RESPONDENT: INSERT PROOF OF SYSTEM FOR AWARD MANAGEMENT (SAM) REGISTRATION PROOF BEHIND THIS PAGE.

SAM.GOV

Entities Search Results 1 Total Results

Filter by:

Entity Name	Keyword (ALL)	Status
"Fittz & Shipman Inc."	"Fittz & Shipman"	active

Fittz & Shipman, Inc. ● Active Registration

Unique Entity ID: T85FP3JRC9J8

CAGE/NCAGE: 7RHX6

Physical Address:
1405 Cornerstone CT
Beaumont , TX
77706 USA

Expiration Date:
Mar 26, 2023

Purpose of Registration:
All Awards

SAM.GOV

Entities Search Results 0 Total Results

Filter by:

Keyword	Location	Status
"Bernardino Tristan" "Daniel Dotson" "Donald King" "Terry Shipman"	Zip Code: 77706	Active

SECTION 3 (CONTINUED): SPECIAL REQUIREMENTS/RFQ SUBMISSION INSTRUCTIONS

3.10 MINIMUM REQUIREMENTS: FIRM INFORMATION TO BE INCLUDED IN RESPONSE.

Firms desiring to be considered for Structural Integrity and Independent Inspection Firms for Jefferson County are required to submit a Statement of Qualifications and Experience in order to be considered for contracts under this procedure. Only firms with statements submitted in response to this Request for Qualifications will be evaluated. The statement should contain, at a minimum, the following:

1. Name of the firm wishing to contract with the County.
2. Firm's local address.
3. Firm's corporate or main office address.
4. Number of years the firm has been in business.
5. Names, qualifications, and experience of professional staff who would be assigned to Jefferson County.
6. Firm's organization chart.
7. Biographies or resumes, including home office location and other relevant information, for each key staff member likely to be assigned to a project.
8. Names, titles, address, and telephone numbers of persons who are authorized to negotiate for and contractually bind the firm. One of these persons should sign the response. A contact must be named for addressing questions generated during the evaluation process.
9. A description of representative work accomplished for all jobs within the past five (5) years.
10. Provide a detailed summary of the firm's experience in providing the kinds of services specified in this RFQ to governmental entities.
11. Provide evidence that you understand and comply with TWIA requirements. Include any applicable licenses.
12. Related experience in federally funded projects and the specific project type referenced in the RFQ.
13. Firm must demonstrate an understanding of the requirements to remain in compliance in administering a federal funded project (FEMA/HUD). All elevations shall be completed in accordance with the Hazard Mitigation Assistance Guidance document and the Elevation Certificate and Instructional Guidelines, therefore, knowledge of these guidelines is essential.
14. Describe reasons why the firm would be uniquely qualified to provide Structural Integrity and Independent Inspection services to Jefferson County.
15. Technical approach: The firms' understanding of the scope of work and a description of how it would be performed.
16. Describe any unique services offered by your firm.
17. A list of references, other than Jefferson County, who have contracted the types of work the firm, is offering to perform. A reference form is included on Page 35 of this package.

3.11 ADDITIONAL INFORMATION TO BE INCLUDED IN RESPONSE.

1. Provide a listing of all current litigation(s), outstanding judgements and liens affecting the firm.

3.12 CONFIDENTIAL/PROPRIETARY INFORMATION.

If any material in the Statement of Qualifications is considered by Respondent to be confidential or proprietary information (including manufacturing and/or design processes exclusive to the Respondent), Respondent **must** clearly mark the applicable pages of Respondent's Statement of Qualifications to indicate each claim of confidentiality. Additionally, Respondent must include a statement on company letterhead identifying all Statement of Qualifications section(s) and page(s) that have been marked as confidential. Jefferson County will protect from public disclosure such portions of a Statement of Qualifications, unless directed otherwise by legal authority, including existing open records acts. Merely making a blanket claim that the entire Statement of Qualifications submission is protected from disclosure because it contains some proprietary information is not acceptable, and will make the entire Statement of Qualifications subject to release under the Texas Public Information Act.

By submitting a Statement of Qualifications, Respondent agrees to reproduction by Jefferson County, without cost or liability, of any copyrighted portions of Respondent's Statement of Qualifications submission or other information submitted by Respondent.

3.13 EVALUATION SCORING CRITERIA FOR RFQ RESPONSES

The appointed Evaluation Committee will consider the following criteria in evaluating responses:

Technical Approach..... 20 Points
Firm Experience, Stability and References.....40 Points
Workload Capacity.....10 Points
Professional Qualifications and Individual Experience.....30 Points

RESPONDENT INFORMATION FORM

Instructions: Complete the form below. Please provide legible, accurate, and complete contact information. PLEASE PRINT.

RFQ Number & Name: (RFQ 22-050/MR) Structural Integrity and Independent Inspection Services for Flood Mitigation Home Elevation

Respondent's Company/Business Name: Fittz & Shipman, Inc.

Respondent's TAX ID Number: 74-2087306

***If Applicable*:** **HUB Vendor No.** 504159 **DBE Vendor No.** 20799723

Contact Person: Bernardino Tristan **Title:** Chief Executive Officer

Phone Number (with area code): 409-832-7238

Alternate Phone Number if available (with area code): 409-893-9988

Fax Number (with area code): 409-832-7303

Email Address: btristan@fittzshipman.com

Mailing Address (Please provide a physical address for bid bond return, if applicable):

1405 Cornerstone Court
Address
Beaumont, Texas 77706
City, State, Zip Code

REQUIRED FORM
Respondent:
Please complete this form and include with RFQ response submission.

VENDOR REFERENCES FORM

Respondent: Please list at least three (3) companies or governmental agencies (preferably a municipality) where the same or similar products and/or services as contained in this specification package were recently provided.

REQUIRED FORM
Respondent: Please complete this form and include with RFQ submission.

REFERENCE ONE

Government/Company Name: Lamar University

Address: PO Box 10112, Beaumont, Texas 77710

Contact Person and Title: Ms. Katherine Miller, AIA, Assistant Vice President

Phone: 409-880-8109 Fax:

Email Address: KMiller31@Lamar.edu Contract Period: Ongoing

Scope of Work: Structural Engineering, Construction Inspection Services, Civil Engineering and and Land Surveying Services

REFERENCE TWO

Government/Company Name: City of Port Arthur

Address: 444 Fourth Street, Port Arthur, Texas 77640

Contact Person and Title: Mr. John Cannatella, City Engineer

Phone: 409-983-8182 Fax:

Email Address: John.Cannatella@PortArthurTX.gov Contract Period: Ongoing

Scope of Work: Structural Engineering, Construction Inspection Services, Civil Engineering and and Land Surveying Services

REFERENCE THREE

Government/Company Name: DRC Construction LLC

Address: PO Box 3532, Beaumont, Texas 77704

Contact Person and Title: Mr. Tom Cockrell

Phone: 409-223-1420 Fax:

Email Address: Tom@DRC-Construction.com Contract Period: Ongoing

Scope of Work: Structural Engineering, Civil Engineering and On Site Inspection and Land Surveying Services

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** [X] **No** [ ]

This Statement of Qualifications/RFQ Response shall remain in effect for ninety (90) days from RFQ opening and shall be exclusive of federal excise and state and local sales tax (exempt).

The undersigned agrees, if this RFQ response is accepted, to furnish any and all items upon which prices are offered, at the price and upon the terms and conditions contained in the Request for Statements of Qualification, Conditions of RFQ Response, Terms of Contract, and Specifications and all other items made a part of the accepted contract.

The undersigned affirms that they are duly authorized to execute the contract, that this company, corporation, firm, partnership or individual has not prepared this RFQ response in collusion with any other Respondent, and that the contents of this RFQ response as to prices, terms or conditions of said response have not been communicated by the undersigned nor by any employee or agent to any other RFQ Respondent or to any other person(s) engaged in this type of business prior to the official opening of this RFQ. And further, that neither the Respondent nor their employees nor agents have been for the past six (6) months directly nor indirectly concerned in any pool or agreement or combination to control the price of goods or services on, nor to influence any person to respond or not to respond thereon.

Fittz & Shipman, Inc.	Bernardino Tristan
RFQ Respondent (Entity Name)	Signature
1405 Cornerstone Court	Bernardino Tristan
Street & Mailing Address	Print Name
Beaumont, Texas 77706	August 31, 2022
City, State & Zip	Date Signed
409-832-7238	409-832-7303
Telephone Number	Fax Number
btristan@fittzshipman.com	
E-mail Address	

REQUIRED FORM
Respondent:
Please complete this form and include with RFQ response 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.

Bernardino Tristan

Signature of Contractor's Authorized Official

Bernardino Tristan, Chief Executive Officer

Name and Title of Contractor's Authorized Official *(Please Print)*

August 31, 2022

Date

REQUIRED FORM
Respondent:
Please complete this form and include with RFQ response submission.

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether sub-awardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.

2. Identify the status of the covered Federal action.

3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.

4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the sub-awardee, e.g., the first sub-awardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.

5. If the organization filing the report in item 4 checks "Sub-awardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.

6. Enter the name of the federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.

7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.

8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFQ) number; Invitations for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Included prefixes, e.g., "RFQ-DE-90-001."

9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.

10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).

11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503

Approved by OMB
0348-0046

Disclosure of Lobbying Activities

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure)

Type of Federal Action:	**Status of Federal Action:**	**Report Type:**
a. contract A b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	a. bid/offer/application A b. initial award c. post-award	a. initial filing A b. material change

Name and Address of Reporting Entity:	**If Reporting Entity in No. 4 is Sub-awardee,** Enter Name and Address of Prime:
X Prime _____ Sub-awardee Tier_____, if Known: **Fittz & Shipman, Inc.** **1405 Cornerstone Court** **Beaumont, Texas 77706** **Congressional District, if known:**	**Congressional District, if known:**
Federal Department/Agency:	**7. Federal Program Name/Description:** CFDA Number, *if applicable*: _____
Federal Action Number, *if known:*	**9. Award Amount,** *if known:* $
10. a. Name and Address of Lobbying Registrant *(if individual, last name, first name, MI):*	**b. Individuals Performing Services** *(including address if different from No. 10a) (last name, first name, MI):*
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.	**Signature:** Bernardino Tristan **Print Name:** Bernardino Tristan **Title:** CEO **Telephone No.** 409-832-7238 **Date:** 9-1-2022
Federal Use Only	Authorized for Local Reproduction Standard Form - LLL (Rev. 7-97)

REQUIRED FORM
Respondent:
Please complete this form and include with RFQ response submission.

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

(A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;

(B) a transaction conducted at a price and subject to terms available to the public; or

(C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

***

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds $2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than $100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

Form provided by Texas Ethics Commission www.ethics.state.tx.us Revised 11/30/2015

LOCAL GOVERNMENT OFFICER
CONFLICTS DISCLOSURE STATEMENT – OFFICE USE ONLY

LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT

FORM **CIS**

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This is the notice to the appropriate local governmental entity that the following local government officer has become aware of facts that require the officer to file this statement in accordance with Chapter 176, Local Government Code.

OFFICE USE ONLY

Date Received

1 **Name of Local Government Officer**

2 **Office Held**

3 **Name of vendor described by Sections 176.001(7) and 176.003(a), Local Government Code**

4 **Description of the nature and extent of employment or other business relationship with vendor named in item 3**

5 **List gifts accepted by the local government officer and any family member, if aggregate value of the gifts accepted from vendor named in item 3 exceeds $100 during the 12-month period described by Section 176.003(a)(2)(B).**

Date Gift Accepted _____ Description of Gift _____

Date Gift Accepted _____ Description of Gift _____

Date Gift Accepted _____ Description of Gift _____

(attach additional forms as necessary)

6 **AFFIDAVIT**

I swear under penalty of perjury that the above statement is true and correct. I acknowledge that the disclosure applies to each family member (as defined by Section 176.001(2), Local Government Code) of this local government officer. I also acknowledge that this statement covers the 12-month period described by Section 176.003(a)(2)(B), Local Government Code.

_____
Signature of Local Government Officer

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20 _____, to certify which, witness my hand and seal of office.

_____
Signature of officer administering oath | Printed name of officer administering oath | Title of officer administering oath

Adopted 8/7/2015

THIS FORM IS FOR OFFICE USE ONLY

RESIDENCE CERTIFICATION/TAX FORM

Pursuant to Texas Government Code §2252.001 *et seq.*, as amended, Jefferson County requests Resident Certification. §2252.001 *et seq.* of the Government Code provides some restrictions on the awarding of governmental contracts; pertinent provisions of §2252.001 are stated below:

(3) "Non-resident RFQ Respondent" refers to a person who is not a resident.

(4) "Resident RFQ Respondent" refers to a person whose principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

☒ I certify that Fittz & Shipman, Inc. [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.):	74-2087306
Company Name submitting bid/proposal/response:	Fittz & Shipman, Inc.
Mailing address:	1405 Cornerstone Court, Beaumont, Texas 77706
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**
173141	1405 Cornerstone Court, Beaumont, Texas 77706

* This is the property amount identification number assigned by the Jefferson County Appraisal District.

** For real property, specify the property address or legal description. For business property, specify the address where the property is located. For example, office equipment will normally be at your office, but inventory may be stored as a warehouse or other location.

REQUIRED FORM
Respondent:
Please complete this form and include with RFQ response submission.

HOUSE BILL 89 VERIFICATION

I, Bernardino Tristan, the undersigned representative of (company or business name) Fittz & Shipman, Inc. (heretofore referred to as company) being an adult over the age of eighteen (18) years of age, after being duly sworn by the undersigned notary, do hereby depose and verify under oath that the company named above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270:

1. Does not boycott Israel currently; and
2. Will not boycott Israel during the term of the contract.

Pursuant to Section 2270.002, Texas Government Code:

1. "**Boycott Israel**" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made ordinary business purposes; and

2. "**Company**" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or an limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business association that exist to make a profit.

Bernardino Tristan
Signature of Company Representative

August 31, 2022
Date

On this 31st day of August, 20 22, personally appeared

Bernardino Tristan, the above-named person, who after by me being duly sworn, did swear and confirm that the above is true and correct.

Notary Seal
REBECCA L. PELLERIN
My Notary ID # 11965411
Expires May 9, 2024

Rebecca L. Pellerin
Notary Signature

August 31, 2022
Date

REQUIRED FORM
Respondent:
Please complete this form and include with RFQ response 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.

Fittz & Shipman, Inc.
Company Name

RFQ 22-050/MR
IFB/RFP/RFQ number

Certification check performed by:

_____
Purchasing Representative

_____
Date

REQUIRED FORM
Respondent:
Please complete this form and include with RFQ 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 RFQ 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 RFQ, 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 Non-Disclosure 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 Non-Disclosure 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]

Fittz & Shipman, Inc.

By: Bernardino Tristan
Title: Chief Executive Officer
Date: August 31, 2022

REQUIRED FORM
Respondent:
Please complete this form and include with RFQ response submission.

RESPONDENT'S CERTIFICATION

I have carefully examined the Request for Proposal Specifications, and any other documents accompanying or made a part of this Request for Proposals.

I hereby propose to furnish the goods or services specified in the Request for Proposal. I agree that my proposal will remain firm for a period of up to **90 days** in order to allow Jefferson County adequate time to evaluate the qualifications submitted.

I verify that all information contained in this proposal is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this proposal on behalf of the firm as its act and deed and that the firm is ready, willing and able to perform if awarded the contract.

I further certify, under oath, that this proposal is made without prior understanding, agreement, connection, discussion, or collusion with any other person, firm or corporation submitting a proposal for the same product or service: no officer, employee or agent of Jefferson County or any other Respondent is interested in said proposal: and that the undersigned executed this Respondent's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

Fittz & Shipman, Inc.
NAME OF BUSINESS

BY:
SIGNATURE

Bernardino Tristan, Chief Executive Officer
NAME & TITLE, TYPED OR PRINTED

1405 Cornerstone Court
MAILING ADDRESS

Beaumont, Texas 77706
CITY, STATE, ZIP CODE

(409 832-7238
TELEPHONE NUMBER

Sworn to and subscribed before me
this 31st day of
August, 2022

Notary Public

State of Texas

My Commission Expires: May 9, 2024

REBECCA L. PELLERIN
My Notary ID # 11965411
Expires May 9, 2024

REQUIRED FORM
Respondent:
Please complete this form and include with RFQ response submission.

JEFFERSON COUNTY PURCHASING DEPARTMENT

Deborah L. Clark, Purchasing Agent

1149 Pearl Street
1st Floor, Beaumont, TX 77701

OFFICE MAIN: (409) 835-8593
FAX: (409) 835-8456

August 16, 2022

Request for Statements of Qualifications
(RFQ 22-050/MR) Structural Integrity and Independent Inspection Services for Flood Mitigation Home Elevation, Pursuant to Chapter 262, Texas Local Government Code, the County Purchasing Act and 2 CFR Section 200.318-326.

Jefferson County is seeking submittals from qualified firms to provide professional Structural Integrity and Independent Inspection Services in accordance with Request for Statements of Qualifications (RFQ 22-050/MR) Structural Integrity and Independent Inspection Services for Flood Mitigation Home Elevation, Pursuant to Chapter 262, Texas Local Government Code, the County Purchasing Act and 2 CFR Section 200.318-326.

All interested firms should obtain a "Request for Qualifications" specifications packet from the Jefferson County Purchasing webpage at: https://www.co.jefferson.tx.us/Purchasing/

All submittals shall be evaluated by an Evaluation Committee. This committee will evaluate submissions to this request and select the firm that is most qualified, responsive, and experienced.

Responses are to be sealed and addressed to the Purchasing Agent with the request for qualifications number and name marked on the outside of the envelope or box. All responses shall be submitted with an original and (5) five copies, to the Jefferson County Purchasing Department, 1149 Pearl Street, 1st Floor, Beaumont, Texas 77701, no later than 11:00 am CT, September 7, 2022. Jefferson County does not accept responses submitted electronically. Responses will be publicly opened and the names of responding firms will be read aloud in the Jefferson County Engineering Department Conference Room (5th Floor, Historic Courthouse) 1149 Pearl Street, Beaumont, Texas 77701 at the time and date below. Statements of Qualifications received after that time will be considered late and will be returned unopened. Inquiries shall be directed to Mistey Reeves, Assistant Purchasing Agent at 409-835-8593 or mreeves@co.jefferson.tx.us. If no response in 72 hours, contact Deborah Clark, Purchasing Agent at 409-835-8593 or dclark@co.jefferson.tx.us.

REQUEST NAME:	**Structural Integrity and Independent Inspection Services for Flood Mitigation Home Elevation, Pursuant to Chapter 262, Texas Local Government Code, the County Purchasing Act and 2 CFR Section 200.318-326.**
REQUEST NUMBER:	**RFQ 22-050/MR**
DUE DATE/TIME:	**11:00 am CT, Wednesday, September 7, 2022**
MAIL OR DELIVER TO:	**Jefferson County Purchasing Department** **1149 Pearl Street, 1st Floor** **Beaumont, TX 77701**

Jefferson County encourages Disadvantaged Business Enterprises (DBEs), Minority/Women Business Enterprises (M/WBEs), and Historically Underutilized Businesses (HUBs) to participate in the bidding process. Jefferson County does not discriminate on the basis of race, color, national origin, sex, religion, age or disability in employment, or the provisions of services. Individuals requiring special accommodations are requested to contact our office at least seven (7) days prior to the bid due date (at 409-835-8593) to make appropriate arrangements.

All interested firms are invited to submit a proposal in accordance with the terms and conditions stated in this request.

Respondents are strongly encouraged to carefully read the entire invitation, as failure to return and/or complete all required documentation will result in a response being declared as non-responsive.

Sincerely,

Deborah Clark

Deborah L. Clark, Purchasing Agent
Jefferson County, Texas

PUBLISH:
Beaumont Enterprise & Port Arthur News:
August 17th & 24th, 2022
Enterprise: **August 25, 2022**

TABLE OF CONTENTS

TABLE OF CONTENTS 1
SECTION 1: INTRODUCTION 2
1.1 PURPOSE/SCOPE OF WORK 2
1.2 PROCEDURE 3
1.3 EVALUATION COMMITTEE 3
1.4 EVALUATION PROCESS 3
1.5 FIRM's SERVICES 4
1.6 LAWS AND REGULATIONS 4
1.7 INSURANCE REQUIREMENTS 4
1.8 WORKER'S COMPENSATION INSURANCE 4
1.9 TERMS AND CONDITIONS 6
INSERTION PAGE: CERTIFICATE OF INSURANCE (COI) 7
SECTION 2: RFQ SUBMISSION REQUIREMENTS AND SPECIAL REQUIREMENTS 8
BYRD ANTI-LOBBYING CERTIFICATION FORM 22
DEBARMENT/SUSPENSION CERTIFICATION 23
CIVIL RIGHTS COMPLIANCE PROVISIONS 24
SECTION 3: RFQ SUBMISSION REQUIREMENTS AND SPECIAL REQUIREMENTS 26
3.1 SUBMISSION OF QUALIFICATIONS 26
3.2 DEADLINE FOR RESONSE SUBMISSIONS/DELIVERY 26
3.3 COURTHOUSE SECURITY 26
3.4 COUNTY HOLIDAYS (2022) 27
3.5 SUBMISSIONS DURING TIME OF INCLEMENT WEATHER, DISASTER, OR EMERGENCY 27
3.6 PRE-PROPOSAL CONFERENCE 27
3.7 QUESTIONS/DEADLINE FOR QUESTIONS 27
3.8 VENDOR REGISTRATION: SAM (SYSTEM FOR AWARD MANAGEMENT) 27
3.9 FORM 1295 SUBMISSION REQUIREMENT (TEXAS ETHICS COMMISSION) 28
SAMPLE FORM 1295 29
INSERTION PAGE: COMPLETED FORM 1295 30
INSERTION PAGE: COMPLETED SYSTEM FOR AWARD MANAGEMENT (SAM) REGISTRATION PROOF 31
3.10 MINIMUM REQUIMENTS: FIRM INFORMATION 32
3.11 ADDITIONAL INFORMATION FOR RESPONSE INCLUSION 32
3.12 CONFIDENTIAL/PROPRIETARY INFORMATION 32
3.13 EVALUATION SCORING CRITERIA 33
RESPONDENT INFORMATION FORM 34
VENDOR REFERENCE FORM 35
SIGNATURE PAGE 36
CERTIFICATION REGARDING LOBBYING 37
DISCLOSURE OF LOBBYING ACTIVITIES 38
CONFLICT OF INTEREST QUESTIONNAIRE 40
LOCAL GOVERNMENT OFFICER – CONFLICT OF INTEREST DISCLOSURE STATEMENT (OFFICE USE ONLY) 42
RESIDENCE CERTIFICATION/TAX FORM 43
HOUSE BILL 89 VERIFICATION 44
SENATE BILL 252 CERTIFICATION 45
NON-DISCLOSURE AGREEMENT 46
RESPONDENT'S CERTIFICATION 47

SECTION 1: INTRODUCTION: REQUEST FOR STATEMENTS OF QUALIFICATION (RFQ 22-050/MR) Structural Integrity and Independent Inspection Services for Flood Mitigation Home Elevation, Pursuant to Chapter 262, Texas Local Government Code, the County Purchasing Act and 2 CFR Section 200.318-326.

1.1 PURPOSE/SCOPE OF WORK

Jefferson County is requesting statements of qualifications and experience from all interested Structural Integrity and Independent Inspection Firms desiring to provide professional Inspections for FMA, HMA and BRIC programs for home elevations.

PROJECT DESCRIPTION

Jefferson County is seeking qualified professional services to assist the County in inspecting homes for structural integrity, provide an Inspection Report and provide a Certificate of Occupancy. The County will use funding from FMA, HMA and BRIC programs to carry out these activities.

Structures must be structurally sound a capable of being elevated safely. Prior to homeowner participating in a FMA, HMA and BRIC project to elevate their house, homeowners will need to have a structural integrity assessment and inspection performed by an Independent Structural Engineer that will determine whether a house can be successfully elevated or not. Therefore, Jefferson County intends to enter into a Professional Services Agreement with one (1) or more prime firm(s) to provide services for the following:

- Perform up to 150 structural analyses and onsite inspections to determine if a structure can withstand the stress of being elevated or if better suited to be reconstructed. Inspection services include providing the County and homeowner with an Inspection Report and a Certificate of Occupancy.
    a. The first batch of homes to be assessed and inspected will number four (4). Subsequent batches of homes will be released throughout the upcoming projects. The firm(s) will be issued a Notice to Proceed for each batch of homes.
- Firms are to perform all necessary work on all assigned structural integrity analyses for each batch of homes within a three (3) month period from the Notice to Proceed determined upon award.

SCOPE OF WORK

Engineers will inspect homes prior to homeowner participating in a HGMP project and at the following milestones.

1. Inspect structure after Milestone 2 to ensure that the excavation and tunneling under the home is completed. Milestone 2 includes the following:
    a. Mobilization of equipment
    b. Clearing work
    c. Tunneling completed
    d. Structure is elevated and resting on cribbing completed
    e. Mid-lift EC showing structure is at or above the designated flood elevation. Inspection takes place.
2. Inspect structure after Milestone 3 to ensure that the structure is elevated and self-supporting. Water and sewer have been retrofitted/repaired. An elevation certificate has been submitted to verify compliance with the County's adopted flood ordinance. Milestone 3 includes the following:
    a. Piers and/or post columns are built
    b. New foundation is complete
        i. If foundation type will have CMU block wall – capture photos of posts, piles or columns as needed.
    c. Inspection takes place.
3. Inspect structure after Milestone 4 when all work has been completed. The firm will provide a Final Inspection which will show that the structure has been elevated to the locally compliant Designated Flood Elevation. All permits have been successfully closed out and grant paperwork has been provided as necessary. Communication has

occurred by the inspection firm, who will issue a Certificate of Occupancy, to the homeowner. A Certificate of Occupancy will not be issued until after the final inspection.

MINIMUM REQUIREMENTS

1. Minimum of three (3) years of structural integrity testing, inspection and certificate of occupancy services experience.
2. Minimum of three (3) years firm and firm ownership / key staff experience in structural integrity testing, inspection and certificate of occupancy services experience.
3. Background check, criminal and or affidavit of no suspensions or criminal actions against owners and or company for non-performance of work.

1.2 PROCEDURE.

Firms are encouraged to submit statements of qualifications and experience. The Jefferson County Commissioners' Court will appoint a Selection Review Committee to evaluate qualified responses. Responses will be ranked on the basis of demonstrated experience, competence, and qualifications. Fees, price, work hours, or any other cost information will not be considered in the development of the short list.

Jefferson County will then enter into negotiations with the highest qualified firm. The negotiations will first establish the scope, terms and conditions, and time limits for the proposed contract. Once agreement is reached between Jefferson County and the selected firm, the County will request a fee proposal from the firm. If agreement is reached, the County will retain the firm and enter into a written contract with it. If an agreement cannot be negotiated with the selected firm, the County will then enter into negotiations with the next most qualified firm. This procedure will continue until agreement is reached and a contract is produced. If the County cannot negotiate an agreement, the procedure will be terminated.

1.3 SELECTION REVIEW COMMITTEE.

Because of the diversity of the departments and activities of the County, the Commissioners' Court will appoint the Selection Review Committee for this Request for Qualifications. The Purchasing Agent may appoint a Chairperson and no less than two (2) other members for the committee. Typically, the committee will consist of at least one professional in the task required, a person knowledgeable about procurement practices, and either a representative of the department requesting the project, or the department executing the project. However, this structure is not binding and subject to change at the discretion of the Purchasing Agent. Other members may be appointed to the Evaluation Committee as necessary and appropriate, but the total number of persons committee shall not exceed five (5) persons. Committee appointments shall be in writing and shall briefly describe the scope of the project and, if necessary, the primary disciplines required to accomplish the project in order to assist the committee in developing a list of firms that might best accomplish the work required. Committee membership and project requirements will vary from project to project. Therefore, a firm rated number one for one project could be considered not qualified or ranked lower on another project.

1.4 EVALUATION PROCESS.

While Jefferson County appreciates a brief, straight-forward, and concise reply; Respondent must fully understand that the evaluation is based on the information provided. Accuracy and completeness are essential. Omissions, ambiguous, and equivocal statements may be construed against the respondent. The RFQ response may be incorporated into any contract which results from this RFQ, and vendor(s) are cautioned not to make claims or statements it is not prepared to commit to contractually. Failure of the vendor to meet such claims will result in a requirement that the vendor provide resources necessary to meet submitted claims.

The Jefferson County Purchasing Department may initiate discussions with selected vendors; however, discussions <u>may not</u> be initiated by vendors.

The Jefferson County Purchasing Department expects to conduct discussions with vendor's representatives authorized to contractually obligate the vendor with an offer. **Vendors shall not contact any Jefferson County personnel during the RFQ process without the express permission from the Jefferson County Purchasing Agent. The Purchasing Agent will disqualify any vendor who has made site visits, contacted Jefferson County personnel, or distributed any literature without authorization from the Jefferson County Purchasing Department.**

All correspondence relating to this RFQ, from advertisement to award shall be sent to the Jefferson County Purchasing Department. All presentations and/or meetings between Jefferson County and the vendor relating to this RFQ shall be coordinated by the Jefferson County Purchasing Department.
Selected vendors may be expected to make a presentation/product demonstration to an Evaluation Committee. Proposals, vendor presentations, and product/service evaluations may develop into negotiating sessions with the vendor(s) as selected by the Evaluation Committee. Jefferson County expects to conduct negotiations with vendor representatives authorized to contractually obligate the vendor with an offer. If vendor is unable to agree to contract terms and conditions, Jefferson County reserves the right to terminate contract negotiations with that vendor and initiate negotiations with another vendor. In addition to a presentation, visits by the Evaluation Committee to representative vendor client sites may be conducted where the proposed solution can be demonstrated in a production environment.

1.5 STRUCTURAL INTEGRITY AND INDEPENDENT INSPECTION FIRM's SERVICES.

A. A description of services that may be utilized under this RFQ includes:
1. Structural Integrity Inspection & Report
2. Certificate of Occupancy

1.6 LAWS AND REGULATIONS.

A. The Structural Integrity and Independent Inspection Firm(s) must comply with all laws, ordinances, and rules and regulations which govern the work specified in this contract.

1.7 INSURANCE.

The contractor including any and all subcontractors (as defined in **Section 1.8.1.3** below) shall, at all times during the term of this contract, maintain insurance coverages with not less than the type and requirements shown below. Such insurance is to be provided at the sole cost of the contractor. These requirements do not establish limits of the contractor's liability.

All policies of insurance shall waive all rights of subrogation against the County, its officers, employees and agents; a copy of the policy wording or endorsement is required.

Contractor shall furnish Jefferson County with Certificate of Insurance naming Jefferson County as additional insured and will provide the actual policy wording or endorsement showing as such.

All insurance must be written by an insurer licensed to conduct business in the State of Texas.

Minimum Insurance Requirements:

Public Liability, including Products & Completed Operations	$1,000,000
Excess Liability	$1,000,000

Property Insurance (policy below that is applicable to this project):
Improvements & Betterments Policy: Improvements/Remodeling (for Lease Tenants)
Builder's Risk Policy: Structural Coverage for Construction Projects
Installation Floater Policy: Improvements/Alterations to Existing Structure

Workers' Compensation Statutory Coverage (**See Section 1.8 Below**)

1.8 WORKER'S COMPENSATION INSURANCE.

1.8.1 Definitions:

1.8.1.1 **Certificate of coverage ("Certificate")** – A copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a coverage agreement, DWC-81, DWC-82, DWC-83, or DWC-84 showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.

1.8.1.2 **Duration of the project** – Includes the time from the beginning of the work on the project until the contractor's/person's work on the project has been completed and accepted by the governmental entity.

1.8.1.3 **Persons providing services on the project ("subcontractor") in article 406.096** – Includes all persons or entities performing all or part of the services under the contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractor, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project. "Services" includes, without limitation, providing, hauling or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

1.8.2 The Contractor shall provide coverage, based on proper reporting of classification code and payroll amounts and filing any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the contractor providing services on the project, for the duration of the project.

1.8.3 The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract – refer **to Section 1.7** above.

1.8.4 If the coverage period shown on the Contractor's current certificate of coverage ends during the duration of the project, the Contractor must, prior to the end of the coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been extended.

1.8.5 The Contractor shall obtain from each person providing services on a project, and provide to the governmental entity:

1.8.5.1 A certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project; and

1.8.5.2 No later than seven (7) days after receipt by the Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate ends during the duration of the project.

1.8.6 The Contractor shall retain all required certificates of coverage for the duration of the project and for one (1) year thereafter.

1.8.7 The Contractor shall notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.

1.8.8 The Contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Department of Workers' Compensation, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.

1.8.9 The Contractor shall contractually require each person with whom it contracts to provide services on a project to:

1.8.9.1 Provide coverage, based on reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all its employees providing services on the project, for the duration of the project.

1.8.9.2 Provide to the Contractor, prior to that person beginning work on the project a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project.

1.8.9.3 Provide the Contractor, prior to the end of coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.

1.8.9.4 Obtain from each person with whom it contracts, and provide to the Contractor:

1.8.9.4.1 A certificate of coverage, prior to the other person beginning work on the project; and

1.8.9.4.2 the coverage period, if the coverage period shown on the current certificate of a new certificate of coverage showing extension of coverage, prior to the end of coverage ends during the duration of the project.

1.8.9.5 Retain all required certificates of coverage on file for the duration of the project and for one (1) year thereafter.

1.8.9.6 Notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and

1.8.9.7 Contractually require each person with whom it contracts to perform as required by paragraphs **1.8.1. – 1.8.7**., with the certificates of coverage to be provided to the person for whom they are providing services.

1.8.10 By signing this contract or providing or causing to be provided a certificate of coverage, the Contractor is representing to the governmental entity that all employees of the contractor who will provide services of the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

1.8.11 The Contractor's failure to comply with any of these provisions is a breach of contract by the Contractor which entitles the governmental entity to declare the contract void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the governmental entity.

1.9 TERMS AND CONDITIONS.

1. Jefferson County reserves the right to request clarification of information submitted and to request additional information of one or more respondents.
2. Any agreement or contract resulting from this RFQ shall be on forms approved by Jefferson County and shall contain, at minimum, applicable provisions of this document. Jefferson County reserves the right to reject any agreement that does not conform to this document and any County requirements and contracts.
3. The Structural Integrity and Independent Inspection Firm shall not assign any interest in the contract and shall not transfer any interest in the same without prior written consent of the County.
4. No reports, information, or data given to or prepared by the Structural Integrity and Independent Inspection Firm under contract shall be made available to any individual or organization by the Structural integrity and Independent Inspection Firm without the prior written approval of the County.

RESPONDENT: INSERT COPY OF CERTIFICATE OF INSURANCE (COI) BEHIND THIS PAGE.

Note: For RFQ response submission purposes, a general COI will suffice. However, a COI that includes the notation that "Jefferson County as an additional insured" will be required from Awarded Respondent(s) prior to the issuance of a Purchase Order.

SECTION 2: FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) MANDATED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY UNDER FEDERAL AWARDS REQUIRED BY 2 C.F.R. §200.326 APPENDIX II TO 2 CFR §200

(REVISED JUNE 2022)

REMEDIES

(For all awarded contracts with a value greater than $150,000.00)

Any violation or breach of terms of this contract on the part of the Contractor or the Contractor's subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this contract. The duties and obligations imposed by the contract documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. Any violation or breach of terms of this contract of the Contractor or the Contractor's sub-contractors will be subject to the remedies, including liquidated damages, described in the bid specifications or Request for Proposal and the Client rules and regulations and special conditions which are incorporated herein by reference in their entirety.

TERMINATION FOR CAUSE AND CONVENIENCE

(For all awarded contracts with a value greater than $10,000.00)

The Client reserves the right to terminate this contract for cause or convenience pursuant to the rules and regulations and special conditions which are incorporated herein by reference in their entirety.

EQUAL EMPLOYMENT OPPORTUNITY

(For all awarded contracts that meet the definition of "federally assisted construction contract" provided in 41 CFR Part 60-1.3) ***Contractor must complete enclosed certification***

During the performance of this contract, the contractor agrees as follows:

1. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:
Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this non-discrimination clause.

2. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

3. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

4. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

6. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

7. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

8. The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

DAVIS-BACON ACT AND COPELAND "ANTI-KICKBACK" ACT

(The Davis-Bacon Act only applies to the Emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant Program. It DOES NOT apply to other FEMA grant and cooperative agreement programs, including the Public Assistance Program.

1. ***Minimum wages.***

   i. All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 193 7 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at

time of payment computed at rates not less than those contained in the wage dete1mination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1 (b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(l)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in §5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided,* that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(l)(ii) of this section) and the Davis Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

ii. (A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination, and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

2) The classification is utilized in the area by the construction industry; and

3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions , including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D)The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(l)(ii) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

i. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

ii. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided,* That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account asset for the meeting of

obligations under the plan or program.

2. ***Withholding.***

The Federal Agency and/or Client shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 193 7 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the (Agency) may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. ***Payrolls and basic records.***

i. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section I (b) (2) (B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(l)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section l(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

ii. (A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the federal agency if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to the federal agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee *(e.g.,* the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at *http://www.dol.gov/esa/whd(forms/wh347instr.htm* or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the federal agency if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit them to the applicant, sponsor, or owner, as the case may be, for transmission to the federal agency, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, sponsor, or owner). (B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

1) That the payroll for the payroll period contains the information required to be provided under §5.5 (a) (3) (ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5

(a) (3) (i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

i. The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section section available for inspection, copying, or transcription by authorized representatives of the federal agency or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. ***Apprentices and trainees.***

i. ***Apprentices.*** Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractors registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

ii. ***Trainees.*** Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted

under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

iii. ***Equal employment opportunity.*** The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

5. ***Compliance with Copeland Act requirements.***

The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

6. ***Subcontracts.***

The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a) (l) through (10) and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

7. ***Contract termination: debarment.***

A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. ***Compliance with Davis-Bacon and Related Act requirements.***

All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. ***Breach.***

A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

10. ***Disputes concerning labor standards.***

Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

11. ***Certification of eligibility.***

1) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis Bacon Act or 29 CFR 5.12(a)(l).

2) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(l).

3) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

(For all awarded contracts related to "mechanics and laborers" with a value greater than $100,000.00)

1) **Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
2) **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of $27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.
3) **Withholding for unpaid wages and liquidated damages.** The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.
4) **Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT

(This requirement **does not apply** to the Public Assistance, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households - Other Needs Assistance Grant Program, as FEMA awards under these programs do not meet the definition of "funding agreement." If FEMA federal award meets definition of "funding agreement" under 37 CFR §401.2(a), for all awarded contracts related to experimental, developmental, or research work type contracts)

(a) Definitions

(1) *Invention* means any invention or discovery which is or may be patentable or otherwise protectable under Title 35 of the United States Code, or any novel variety of *et seq.).*
(2) *Subject invention* means any invention of the *contractor* conceived or first actually reduced to practice in the performance of work under this *contract,* provided that in the case of a variety of plant, the date of determination (as defined in section 41(d) of the Plant Variety Protection Act, 7 U.S.C. 240l (d)) must also occur during the period of *contract* performance.
(3) *Practical Application* means to manufacture in the case of a composition or product, to practice in the case of a process or method, or to operate in the case of a machine or system; and, in each case, under such conditions as to establish that the invention is being utilized and that its benefits are, to the extent permitted by law or government regulations, available to the public on reasonable terms.
(4) *Made* when used in relation to any invention means the conception or first actual reduction to practice of such invention.
(5) *Small Business Firm* means a small business concern as defined at section 2 of Pub. L. 85-536 (15 U.S.C. 632) and implementing regulations of the Administrator of the Small Business Administration. For the purpose of this clause, the size standards for small business concerns involved in government procurement and

subcontracting at 13 CFR 121.3-8 and 13 CFR 121.3- 12, respectively, will be used.

(6) *Nonprofit Organization* means a university or other institution of higher education or an organization of the type described in section 501 (c) {3) of the Internal Revenue Code of 1954 (26 U.S.C. 501(c) and exempt from taxation under section 501(a) of the Internal Revenue Code (25 U.S.C. 501(a)) or any nonprofit scientific or educational organization qualified under a state nonprofit organization statute.

(b) Allocation of Principal Rights

The *Contractor* may retain the entire right, title, and interest throughout the world to each subject invention subject to the provisions of this clause and 35 U.S.C. 203. With respect to any subject invention in which the *Contractor* retains title, the Federal government shall have a nonexclusive, non-transferable, irrevocable, paid-up license to practice or have practiced for or on behalf of the United States the subject invention throughout the world.

(c) Invention Disclosure, Election of Title and Filing of Patent Application by *Contractor*

(1) The *contractor* will disclose each subject invention to the *Federal Agency* within two months after the inventor discloses it in writing to *contractor* personnel responsible for patent matters. The disclosure to the agency shall be in the form of a written report and shall identify the *contract* under which the invention was made and the inventor(s). It shall be sufficiently complete in technical detail to convey a clear understanding to the extent known at the time of the disclosure, of the nature, purpose, operation, and the physical, chemical, biological or electrical characteristics of the invention. The disclosure shall also identify any publication, on sale or public use of the invention and whether a manuscript describing the invention has been submitted for publication and, if so, whether it has been accepted for publication at the time of disclosure. In addition, after disclosure to the *agency,* the *Contractor* will promptly notify the *agency* of the acceptance of any manuscript describing the invention for publication or of any on sale or public use planned by the *contractor.*

(2) The *Contractor* will elect in writing whether or not to retain title to any such invention by notifying the *Federal agency* within two years of disclosure to the *Federal agency.* However, in any case where publication, on sale or public use has initiated the one-year statutory period wherein valid patent protection can still be obtained in the United States, the period for election of title may be shortened by the *agency* to a date that is no more than 60 days prior to the end of the statutory period.

(3) The *contractor* will file its initial patent application on a subject invention to which it elects to retain title within one year after election of title or, if earlier, prior to the end of any statutory period wherein valid patent protection can be obtained in the United States after a publication, on sale, or public use. The *contractor* will file patent applications in additional countries or international patent offices within either ten months of the corresponding initial patent application or six months from the date permission is granted by the Commissioner of Patents and Trademarks to file foreign patent applications where such filing has been prohibited by a Secrecy Order.

(4) Requests for extension of the time for disclosure, election, and filing under subparagraphs (1), (2), and (3) may, at the discretion of the *agency,* be granted.

(d) Conditions When the Government May Obtain Title

The *contractor* will convey to the *Federal agency,* upon written request, title to any subject invention-

(1) If the *contractor* fails to disclose or elect title to the subject invention within the times specified in (c), above, or elects not to retain title; provided that the *agency* may only request title within 60 days after learning of the failure of the *contractor* to disclose or elect within the specified times.

(2) In those countries in which the *contractor* fails to file patent applications within the times specified in (c) above; provided, however, that if the *contractor* has filed a patent application in a country after the times specified in (c) above, but prior to its receipt of the written request of the *Federal agency,* the *contractor* shall continue to retain title in that country.

(3) In any country in which the *contractor* decides not to continue the prosecution of any application for, to pay the maintenance fees on, or defend in reexamination or opposition proceeding on, a patent on a subject invention.

(e) Minimum Rights to *Contractor* and Protection of the *Contractor* Right to File

(1) The *contractor* will retain a nonexclusive royalty-free license throughout the world in each subject invention to which the Government obtains title, except if the *contractor* fails to disclose the invention within the times specified in (c), above. The *contractor's* license extends to its domestic subsidiary and affiliates, if any, within the corporate structure of which the *contractor* is a party and includes the right to grant sublicenses of the same scope to the extent the *contractor* was legally obligated to do so at the time the *contract* was awarded. The license is transferable only with the approval of the *Federal* to which the invention pertains.

(2) The *contractor's* domestic license may be revoked or modified by the *funding Federal agency* to the extent necessary to achieve expeditious practical application of the subject invention pursuant to an application for an exclusive license submitted in accordance with applicable provisions at 37 CFR part 404 and *agency* licensing regulations (if any). This license will not be revoked in that field of use or the geographical areas in which the *contractor* has achieved practical application and continues to make the benefits of the invention reasonably accessible to the public. The license in any foreign country may be revoked or modified at the discretion of the *funding Federal agency* to the extent the *contractor,* its licensees, or the domestic subsidiaries or affiliates have failed to achieve practical application in that foreign country.

(3) Before revocation or modification of the license, the *funding Federal agency* will furnish the *contractor* a written notice of its intention to revoke or modify the license, and the *contractor* will be allowed thirty days (or such other time as may be authorized by the *funding Federal agency* for good cause shown by the *contractor)* after the notice to show cause why the license should not be revoked or modified. The *contractor* has the right to appeal, in accordance with applicable regulations in 37 CFR part 404 and *agency* regulations (if any) concerning the licensing of Government-owned inventions, any decision concerning the revocation or modification of the license.

(f) *Contractor* Action to Protect the Government's Interest

(1) The *contractor* agrees to execute or to have executed and promptly deliver to the *Federal agency* all instruments necessary to

(i) establish or confirm the rights the Government has throughout the world in those subject inventions to which the *contractor* elects to retain title, and

(ii) convey title to the *Federal agency* when requested under paragraph (d) above and to enable the government to obtain patent protection throughout the world in that subject invention.

(2) The *contractor* agrees to require, by written agreement, its employees, other than clerical and nontechnical employees, to disclose promptly in writing to personnel identified as responsible for the administration of patent matters and in a format suggested by the *contractor* each subject invention made under *contract* in order that the *contractor* can comply with the disclosure provisions of paragraph (c), above, and to execute all papers necessary to file patent applications on subject inventions and to establish the government's rights in the subject inventions. This disclosure format should require, as a minimum, the information required by (c) (l), above. The *contractor* shall instruct such employees through employee agreements or other suitable educational programs on the importance of reporting inventions in sufficient time to permit the filing of patent applications prior to U.S. or foreign statutory bars.

(3) The *contractor* will notify the *Federal agency* of any decisions not to continue the prosecution of a patent application, pay maintenance fees, or defend in a reexamination or opposition proceeding on a patent, in any country, not less than thirty days before the expiration of the response period required by the relevant patent office.

(4) The *contractor* agrees to include, within the specification of any United States patent applications and any patent issuing thereon covering a subject invention, the following statement, "This invention was made with government support under (identify the *contract)* awarded by (identify the Federal agency). The government has certain rights in the invention."

(g) Subcontracts

(1) The *contractor* will include this clause, suitably modified to identify the parties, in all subcontracts, regardless of tier, for experimental, developmental or research work. The subcontractor will retain all rights provided for the *contractor* in this clause, and the *contractor* will not, as part of the consideration for awarding the subcontract, obtain rights in the subcontractor's subject inventions.

(2) In the case of subcontracts, at any tier, when the prime award with the Federal agency was a contract (but

not a grant or cooperative agreement), the *agency,* subcontractor, and the contractor agree that the mutual obligations of the parties created by this clause constitute a contract between the subcontractor and the Federal agency with respect to the matters covered by the clause; provided, however, that nothing in this paragraph is intended to confer any jurisdiction under the Contract Disputes Act in connection with proceedings under paragraph (i) of this clause.

(h) Reporting on Utilization of Subject Inventions

The *Contractor* agrees to submit on request periodic reports no more frequently than annually on the utilization of a subject invention or on efforts at obtaining such utilization that are being made by the *contractor* or its licensees or assignees. Such reports shall include information regarding the status of development, date of first commercial sale or use, gross royalties received by the contractor, and such other data and information as the *agency* may reasonably specify. The *contractor* also agrees to provide additional reports as may be requested by the *agency* in connection with any march-in proceeding undertaken by the *agency* in accordance with paragraph (i) of this clause. As required by 35 U.S.C. 202(c) (5), the *agency* agrees it will not disclose such information to persons outside the government without permission of the *contractor.*

(i) Preference for United States Industry

Notwithstanding any other provision of this clause, the *contractor* agrees that neither it nor any assignee will grant to any person the exclusive right to use or sell any subject inventions in the United States unless such person agrees that any products embodying the subject invention or produced through the use of the subject invention will be manufactured substantially in the United States. However, in individual cases, the requirement for such an agreement may be waived by the *Federal agency* upon a showing by the *contractor* or its assignee that reasonable but unsuccessful efforts have been made to grant licenses on similar terms to potential licensees that would be likely to manufacture substantially in the United States or that under the circumstances domestic manufacture is not commercially feasible.

(j) March-in Rights

The *contractor* agrees that with respect to any subject invention in which it has acquired title, the *Federal agency* has the right in accordance with the procedures in 37 CFR 401.6 and any supplemental regulations of the *agency* to require the *contractor,* an assignee or exclusive licensee of a subject invention to grant a nonexclusive, partially exclusive, or exclusive license in any field of use to a responsible applicant or applicants, upon terms that are reasonable under the circumstances, and if the *contractor,* assignee, or exclusive licensee refuses such a request the *Federal agency* has the right to grant such a license itself if the *Federal agency* determines that:

(1) Such action is necessary because the *contractor* or assignee has not taken or is not expected to take within a reasonable time, effective steps to achieve practical application of the subject invention in such field of use.

(2) Such action is necessary to alleviate health or safety needs which are not reasonably satisfied by the *contractor,* assignee or their licensees;

(3) Such action is necessary to meet requirements for public use specified by Federal regulations and such requirements are not reasonably satisfied by the *contractor,* assignee or licensees; or

(4) Such action is necessary because the agreement required by paragraph (i) of this clause has not been obtained or waived or because a licensee of the exclusive right to use or sell any subject invention in the United States is in breach of such agreement.

(k)Special Provisions for *Contracts* with Nonprofit Organizations If the *contractor* is a nonprofit organization, it agrees that:

(1) Rights to a subject invention in the United States may not be assigned without the approval of the *Federal agency,* except where such assignment is made to an organization which has as one of its primary functions the management of inventions, provided that such assignee will be subject to the same provisions as the *contractor;*

(2) The *contractor* will share royalties collected on a subject invention with the inventor, including Federal employee co-inventors (when the agency deems it appropriate) when the subject invention is assigned in accordance with 35 U.S.C. 202(e) and 37 CFR 401.10;

(3) The balance of any royalties or income earned by the *contractor* with respect to subject inventions, after payment of expenses (including payments to inventors) incidental to the administration of subject inventions, will be utilized for the support of scientific research or education; and

(4) It will make efforts that are reasonable under the circumstances to attract licensees of subject invention that are small business firms and that it will give a preference to a small business firm when licensing a subject invention if the *contractor* determines that the small business firm has a plan or proposal for marketing the

invention which, if executed, is equally as likely to bring the invention to practical application as any plans or proposals from applicants that are not small business firms; provided, that the *contractor* is also satisfied that the small business firm has the capability and resources to carry out its plan or proposal. The decision whether to give a preference in any specific case will be at the discretion of the *contractor.* However, the *contractor* agrees that the Secretary applicants, and the *contractor* will negotiate changes to its licensing policies, procedures, or practices with the Secretary when the Secretary's review discloses that the *contractor* could take reasonable steps to implement more effectively the requirements of this paragraph (k)(4).

(l) Communication

Any communications to be given hereunder by either party to the other shall be deemed to be duly given if set forth in writing and personally delivered or sent by mail, registered or certified, postage prepaid with return receipt requested, as follows:

_____

_____

_____

_____

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
Respondent:
Please complete this form and include with RFQ response submission.

DEBARMENT/SUSPENSION CERTIFICATION

Non-Federal entities and contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, Debarment and Suspension (1986) and Executive Order 12689, Debarment and Suspension (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (No procurement Debarment and Suspension).

This requirement applies to all FEMA grant and cooperative agreement programs.

Federal Executive Order (E .O.) 12549 "Debarment" requires that all contractors receiving individual awards, using federal funds, and all sub recipients certify that the organization and its principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from doing business with the Federal Government. By signing this document, you certify that your organization and its principals are not debarred. Failure to comply or attempts to edit this language may disqualify your bid. Information on debarment is available at the following websites: www.sam.gov and https://acguisition.qov/far/index.html see section 52.209-6.

The Contractor _____ 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
Respondent:
Please complete this form and include with RFQ response 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
Respondent:
Please complete this form and include with RFQ response submission.

SECTION 3: RFQ SUBMISSION INSTRUCTIONS AND SPECIAL REQUIREMENTS

The following requirements and instructions **supersede** General Requirements where applicable.

3.1 SUBMISSION OF QUALIFICATIONS.

Each Respondent shall ensure that required parts of the RFQ response are completed with accuracy and submitted as per the requirements within this specifications packet, including any addenda.

Responses must be submitted in complete original form by mail or messenger to the following address:

Jefferson County Purchasing Department
1149 Pearl Street, 1st Floor
Beaumont, TX 77701

Respondent shall submit response in a tightly sealed opaque envelope or box, plainly marked "SEALED RFQ RESPONSE." The outside of the envelope of box shall also include the RFQ Number, RFQ Name, RFQ Due Date, and the Respondent's Name and Address; and shall be addressed to the Purchasing Agent.

The County requests that response submissions NOT be bound by staples or glued spines.

Respondent is responsible for submitting: One (1) original and five (5) response copies; with all copies to include a completed copy of this specifications packet, in its entirety.

Respondent shall monitor the Jefferson County Purchasing Department Website for any addenda, additional instructions, or RFQ updates. https://www.co.jefferson.tx.us/Purchasing/

Failure to return and/or complete all required documentation will result in a response being declared as non-responsive.

3.2 DEADLINE FOR RESPONSE SUBMISSIONS/DELIVERY.

All submissions must be received by 11:00 am CT, Wednesday, September 7, 2022.

RFQ responses will be accepted at the above address until the time and date specified herein, and immediately after will be publicly opened and read aloud.

Late responses will not be accepted and will be returned unopened to the Respondent.

Jefferson County will not accept any responsibility for responses being delivered by third party carriers.

Jefferson County shall not be responsible for any effort or cost expended in the preparation of a response to this RFQ.

All responses submitted in response to this invitation shall become the property of Jefferson County and will be a matter of public record available for review.

All protests should be coordinated through the Purchasing Office prior to award recommendation to Commissioners' Court.

Please direct questions to **Mistey Reeves, Assistant Purchasing Agent** at 409-835-8593 or e-mail at: mreeves@co.jefferson.tx.us. If no response in 72 hours, contact **Deborah Clark, Purchasing Agent** at 409-835-8593 or email at: dclark@co.jefferson.tx.us.

3.3 COURTHOUSE SECURITY.

All visitors to the Courthouse must pass through Security. Respondents planning to hand deliver 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.

3.4 COUNTY HOLIDAYS (2022).

January 17, 2022	Martin Luther King, Jr. Day	Monday
February 21, 2022	President's Day	Monday
April 15, 2022	Good Friday	Friday
May 30, 2022	Memorial Day	Monday
July 4, 2022	Independence Day	Monday
September 5, 2022	Labor Day	Monday
November 11, 2022	Veteran's Day	Friday
November 24 & 25, 2022	Thanksgiving	Thursday & Friday
December 23 & 26, 2022	Christmas	Friday & Monday
January 2, 2023	New Year's	Monday

3.5 SUBMISSIONS DURING TIME OF INCLEMENT WEATHER, DISASTER, OR EMERGENCY.

In case of inclement weather or any other unforeseen event causing the County to close for business on the date of a bid/proposal/statement of qualifications submission deadline, the RFQ closing will automatically be postponed until the next business day that County offices are open to the public. Should inclement weather conditions or any other unforeseen event cause delays in courier service operations, the County may issue an addendum to all known vendors interested in the project to extend the deadline. It will be the responsibility of the vendor to notify the county of their interest in the project should these conditions impact their ability to submit a bid/proposal/statement of qualifications submission before the stated deadline. The County reserves the right to make the final judgement call to extend any deadline.

Should an emergency or unanticipated event interrupt normal County processes, and bid/proposal/statement of qualifications submissions cannot be received by the Jefferson County Purchasing Department's office by the exact time specified in the RFQ and urgent County requirements preclude amendment to the RFQ, the time specified for receipt of Statements of Qualifications will be deemed to be extended to the same time of day specified in the solicitation on the first business day on which normal County processes resume.

Proposals will be opened publicly in a manner to avoid public disclosure of contents; however, only names of Proposers will be read aloud.

3.6 PRE-PROPOSAL CONFERENCE.

Due to the nature of this Request for Proposals, a Pre-Proposal Conference will not be held for this project.

3.7 QUESTIONS/DEADLINE FOR QUESTIONS.

Questions may be emailed to **Mistey Reeves, Assistant Purchasing Agent** at: mreeves@co.jefferson.tx.us or faxed at: 409-835-8456. If no response in 72 hours, contact **Deborah Clark, Purchasing Agent** at dclark@co.jefferson.tx.us or faxed at: 409-835-8456.

The Deadline for asking questions or requesting additional information (in writing) is 5:00 pm, CT, August 31, 2022.

3.8 VENDOR REGISTRATION: SAM (SYSTEM FOR AWARD MANAGEMENT).

Vendors doing business with Jefferson County are **required** to be registered with The System for Award Management (SAM), with an "active" status. The System for Award Management (SAM) is the Official U.S. Government system that consolidated the capabilities of CCR/FedReg, ORCA, and EPLS. There is NO fee to register for this site. Entities may register at no cost directly from the SAM website at: https://www.sam.gov

In instances where a vendor has either an "Inactive" SAM Registration or is not currently registered with the System for Award Management, the Purchasing Department may *initially* accept proof (printout from the SAM website) that

the vendor has begun the registration process in order for the IFB/RFQ/RFQ submission to be considered as "responsive" to the specifications for the project.

However, the SAM Registration must be completed (showing "active" status, with no exclusions) prior to the award and/or execution of an agreement or contract for the project.

3.9 FORM 1295 SUBMISSION REQUIREMENT (TEXAS ETHICS COMMISSION).

ALL NON-EXEMPT RESPONDENTS ARE REQUIRED TO SUBMIT COMPLETED FORM 1295 WITH RFQ RESPONSE SUBMISSION.

INSTRUCTIONS:

(1) Submit a FORM 1295 online via the Texas Ethics Commission website link below.
Vendors must enter the required information on Form 1295, and print a copy of the completed form.
The form will include a certification of filing that will contain a unique certification number.

2. Submit a FORM 1295 hard copy (completed & signed by an Authorized Agent of the Awarded Vendor), to the Jefferson County Purchasing Department WITH RFQ SUBMISSION.

FORM 1295, Completion Instructions, and Login Instructions are available via the Texas Ethics Commission Website at: https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

SAMPLE: A sample of a completed FORM 1295 is included on page 29.

FORM 1295 Implementation Background:

In accordance with House Bill 1295 (passed January 1, 2016), Vendors entering into contracts and professional agreements with Jefferson County will be required to complete a Certificate of Interested Parties (FORM 1295), **unless contract is considered exempt as described below.**

In 2017, the Texas legislature amended the law to require Form 1295 to include an "unsworn declaration" which includes, among other things, the date of birth and address of the authorized representative signing the form. The unsworn declaration, including the date of birth and address of the signatory, replaces the notary requirement that applied to contracts entered into before January 1, 2018. The TEC filing application does not capture the date of birth or street address of the signatory and it will not appear on forms that are filed using the TEC filing application.

Changes to the law requiring certain businesses to file a Form 1295 are in effect for contracts entered into or amended on or after January 1, 2018. The changes exempt businesses from filing a Form 1295 for certain types of contracts and replace the need for a completed Form 1295 to be notarized. Instead, the person filing a 1295 needs to complete an "unsworn declaration."

FORM 1295 EXEMPTIONS:

What type of contracts are exempt from the Form 1295 filing requirement under the amended law?

The amended law adds to the list of types of contract exempt from the Form 1295 filing requirement.

A completed Form 1295 is not required for:

- a sponsored research contract of an institution of higher education
- an interagency contract of a state agency or an institution of higher education
- a contract related to health and human services if: the value of the contract cannot be determined at the time the contract is executed; and o any qualified vendor is eligible for the contract
- a contract with a publicly traded business entity, including a wholly owned subsidiary of the business entity
- a contract with an electric utility, as that term is defined by Section 31.002, Utilities Code
- a contract with a gas utility, as that term is defined by Section 121.001, Utilities Code

SAMPLE FORM 1295

CERTIFICATE OF INTERESTED PARTIES — FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

YOUR FIRM NAME HERE

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

**JEFFERSON COUNTY, TEXAS*

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

BID/CONTRACT/PO NUMBER GOES HERE

4 Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
		Controlling	Intermediary
NAME OF PERSON/PERSONS THAT ~~OWN BUSINESS GOES HERE.~~ MUST LIST ANY PERSON THAT DOES NOT WORK FOR THE COMPANY LISTED IN #1 THAT WILL PROFIT FROM THE BID/CONTRACT/PO			

5 Check only if there is NO Interested Party. ☐ **ONLY CHECK IF NO CONTROLLING OR INTERMEDIARY PARTY**

6 UNSWORN DECLARATION — Vendor is to complete #6 - Unsworn Declaration

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____ County, State of _____, on the _____ day of _____, 20_____.
(month) (year)

_____
Signature of authorized agent of contracting business entity
(Declarant)

ADD ADDITIONAL PAGES AS NECESSARY

Form provided by Texas Ethics Commission www.ethics.state.tx.us Revised 12/22/2017

Must file online at www.ethics.state.tx.us/File

RESPONDENT: INSERT COMPLETED FORM 1295 BEHIND THIS PAGE.

RESPONDENT: INSERT PROOF OF SYSTEM FOR AWARD MANAGEMENT (SAM) REGISTRATION PROOF BEHIND THIS PAGE.

SECTION 3 (CONTINUED): SPECIAL REQUIREMENTS/RFQ SUBMISSION INSTRUCTIONS

3.10 MINIMUM REQUIREMENTS: FIRM INFORMATION TO BE INCLUDED IN RESPONSE.

Firms desiring to be considered for Structural Integrity and Independent Inspection Firms for Jefferson County are required to submit a Statement of Qualifications and Experience in order to be considered for contracts under this procedure. Only firms with statements submitted in response to this Request for Qualifications will be evaluated. The statement should contain, at a minimum, the following:

1. Name of the firm wishing to contract with the County.
2. Firm's local address.
3. Firm's corporate or main office address.
4. Number of years the firm has been in business.
5. Names, qualifications, and experience of professional staff who would be assigned to Jefferson County.
6. Firm's organization chart.
7. Biographies or resumes, including home office location and other relevant information, for each key staff member likely to be assigned to a project.
8. Names, titles, address, and telephone numbers of persons who are authorized to negotiate for and contractually bind the firm. One of these persons should sign the response. A contact must be named for addressing questions generated during the evaluation process.
9. A description of representative work accomplished for all jobs within the past five (5) years.
10. Provide a detailed summary of the firm's experience in providing the kinds of services specified in this RFQ to governmental entities.
11. Provide evidence that you understand and comply with TWIA requirements. Include any applicable licenses.
12. Related experience in federally funded projects and the specific project type referenced in the RFQ.
13. Firm must demonstrate an understanding of the requirements to remain in compliance in administering a federal funded project (FEMA/HUD). All elevations shall be completed in accordance with the Hazard Mitigation Assistance Guidance document and the Elevation Certificate and Instructional Guidelines, therefore, knowledge of these guidelines is essential.
14. Describe reasons why the firm would be uniquely qualified to provide Structural Integrity and Independent Inspection services to Jefferson County.
15. Technical approach: The firms' understanding of the scope of work and a description of how it would be performed.
16. Describe any unique services offered by your firm.
17. A list of references, other than Jefferson County, who have contracted the types of work the firm, is offering to perform. A reference form is included on Page 35 of this package.

3.11 ADDITIONAL INFORMATION TO BE INCLUDED IN RESPONSE.

1. Provide a listing of all current litigation(s), outstanding judgements and liens affecting the firm.

3.12 CONFIDENTIAL/PROPRIETARY INFORMATION.

If any material in the Statement of Qualifications is considered by Respondent to be confidential or proprietary information (including manufacturing and/or design processes exclusive to the Respondent), Respondent **must** clearly mark the applicable pages of Respondent's Statement of Qualifications to indicate each claim of confidentiality. Additionally, Respondent must include a statement on company letterhead identifying all Statement of Qualifications section(s) and page(s) that have been marked as confidential. Jefferson County will protect from public disclosure such portions of a Statement of Qualifications, unless directed otherwise by legal authority, including existing open records acts. Merely making a blanket claim that the entire Statement of Qualifications submission is protected from disclosure because it contains some proprietary information is not acceptable, and will make the entire Statement of Qualifications subject to release under the Texas Public Information Act.

By submitting a Statement of Qualifications, Respondent agrees to reproduction by Jefferson County, without cost or liability, of any copyrighted portions of Respondent's Statement of Qualifications submission or other information submitted by Respondent.

3.13 EVALUATION SCORING CRITERIA FOR RFQ RESPONSES

The appointed Evaluation Committee will consider the following criteria in evaluating responses:

Technical Approach..... 20 Points
Firm Experience, Stability and References.....40 Points
Workload Capacity.....10 Points
Professional Qualifications and Individual Experience.....30 Points

RESPONDENT INFORMATION FORM

Instructions: Complete the form below. Please provide legible, accurate, and complete contact information. PLEASE PRINT.

RFQ Number & Name: (RFQ 22-050/MR) Structural Integrity and Independent Inspection Services for Flood Mitigation Home Elevation

Respondent's Company/Business Name: _____

Respondent's TAX ID Number: _____

If Applicable: **HUB Vendor No.** _____ **DBE Vendor No.** _____

Contact Person: _____ **Title:** _____

Phone Number (with area code): _____

Alternate Phone Number if available (with area code): _____

Fax Number (with area code): _____

Email Address: _____

Mailing Address (Please provide a physical address for bid bond return, if applicable):

_____
Address

_____
City, State, Zip Code

REQUIRED FORM
Respondent:
Please complete this form and include with RFQ response submission.

VENDOR REFERENCES FORM

Respondent: Please list at least three (3) companies or governmental agencies (preferably a municipality) where the same or similar products and/or services as contained in this specification package were recently provided.

REQUIRED FORM
Respondent: Please complete this form and include with RFQ submission.

REFERENCE ONE

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ Fax: _____

Email Address: _____ Contract Period: _____

Scope of Work: _____

REFERENCE TWO

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ Fax: _____

Email Address: Contract Period: _____

Scope of Work: _____

REFERENCE THREE

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ Fax: _____

Email Address: Contract Period: _____

Scope of Work: _____

SIGNATURE PAGE

As permitted under Article 4413 (32c) V.A.C.S., other governmental entities may wish to participate under the same terms and conditions contained in this contract (i.e., piggyback). In the event any other entity participates, all purchase orders will be issued directly from and shipped directly to the entity requiring supplies/services. Jefferson County shall not be held responsible for any orders placed, deliveries made or payment for supplies/services ordered by another entity. Each entity reserves the right to determine their participation in this contract.

Would Respondent be willing to allow other governmental entities to piggyback off this contract, if awarded, under the same terms and conditions?.....**Yes** ☐ **No** ☐

This Statement of Qualifications/RFQ Response shall remain in effect for ninety (90) days from RFQ opening and shall be exclusive of federal excise and state and local sales tax (exempt).

The undersigned agrees, if this RFQ response is accepted, to furnish any and all items upon which prices are offered, at the price and upon the terms and conditions contained in the Request for Statements of Qualification, Conditions of RFQ Response, Terms of Contract, and Specifications and all other items made a part of the accepted contract.

The undersigned affirms that they are duly authorized to execute the contract, that this company, corporation, firm, partnership or individual has not prepared this RFQ response in collusion with any other Respondent, and that the contents of this RFQ response as to prices, terms or conditions of said response have not been communicated by the undersigned nor by any employee or agent to any other RFQ Respondent or to any other person(s) engaged in this type of business prior to the official opening of this RFQ. And further, that neither the Respondent nor their employees nor agents have been for the past six (6) months directly nor indirectly concerned in any pool or agreement or combination to control the price of goods or services on, nor to influence any person to respond or not to respond thereon.

RFQ Respondent (Entity Name)	Signature
Street & Mailing Address	Print Name
City, State & Zip	Date Signed
Telephone Number	Fax Number
E-mail Address	

REQUIRED FORM
Respondent:
Please complete this form and include with RFQ response submission.

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The Contractor, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

_____

Signature of Contractor's Authorized Official

_____

Name and Title of Contractor's Authorized Official *(Please Print)*

_____

Date

REQUIRED FORM
Respondent:
Please complete this form and include with RFQ response submission.

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether sub-awardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.

2. Identify the status of the covered Federal action.

3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.

4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the sub-awardee, e.g., the first sub-awardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.

5. If the organization filing the report in item 4 checks "Sub-awardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.

6. Enter the name of the federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.

7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.

8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFQ) number; Invitations for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Included prefixes, e.g., "RFQ-DE-90-001."

9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.

10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).

11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503

Approved by OMB
0348-0046

Disclosure of Lobbying Activities

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure)

Type of Federal Action: a. contract ____ b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	**Status of Federal Action:** a. bid/offer/application _____ b. initial award c. post-award	**Report Type:** a. initial filing _____ b. material change
Name and Address of Reporting Entity: ____ Prime _____ Sub-awardee Tier_____, if Known: **Congressional District, if known:**	**If Reporting Entity in No. 4 is Sub-awardee,** Enter Name and Address of Prime: **Congressional District, if known:**	
Federal Department/Agency:	**7. Federal Program Name/Description:** CFDA Number, *if applicable*: _____	
Federal Action Number, *if known:*	**9. Award Amount**, *if known:* **$**	
10. a. Name and Address of Lobbying Registrant *(if individual, last name, first name, MI):*	**b. Individuals Performing Services** *(including address if different from No. 10a)* *(last name, first name, MI):*	
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.	**Signature:** _____ **Print Name:** _____ **Title:** _____ **Telephone No.:** _____ **Date:** _____	
Federal Use Only	**Authorized for Local Reproduction** **Standard Form - LLL (Rev. 7-97)**	

REQUIRED FORM
Respondent:
Please complete this form and include with RFQ response submission.

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

(A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;

(B) a transaction conducted at a price and subject to terms available to the public; or

(C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

***

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds $2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than $100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

Form provided by Texas Ethics Commission www.ethics.state.tx.us Revised 11/30/2015

CONFLICT OF INTEREST QUESTIONNAIRE

CONFLICT OF INTEREST QUESTIONNAIRE — FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. *See* Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY
Date Received

1 **Name of vendor who has a business relationship with local governmental entity.**

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information in this section is being disclosed.**

_____
Name of Officer

This section (item 3 including subparts A, B, C, & D) must be completed for each officer with whom the vendor has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more?

☐ Yes ☐ No

D. Describe each employment or business and family relationship with the local government officer named in this section.

4

_____ _____
Signature of vendor doing business with the governmental entity Date

Adopted 8/7/2015

REQUIRED FORM
Respondent:
Please complete this form and include with RFQ response submission.

LOCAL GOVERNMENT OFFICER
CONFLICTS DISCLOSURE STATEMENT – OFFICE USE ONLY

LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT — FORM CIS

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This is the notice to the appropriate local governmental entity that the following local government officer has become aware of facts that require the officer to file this statement in accordance with Chapter 176, Local Government Code.

OFFICE USE ONLY

Date Received

1 **Name of Local Government Officer**

2 **Office Held**

3 **Name of vendor described by Sections 176.001(7) and 176.003(a), Local Government Code**

4 **Description of the nature and extent of employment or other business relationship with vendor named in item 3**

5 **List gifts accepted by the local government officer and any family member, if aggregate value of the gifts accepted from vendor named in item 3 exceeds $100 during the 12-month period described by Section 176.003(a)(2)(B).**

Date Gift Accepted _____ Description of Gift _____

Date Gift Accepted _____ Description of Gift _____

Date Gift Accepted _____ Description of Gift _____

(attach additional forms as necessary)

6 **AFFIDAVIT**

I swear under penalty of perjury that the above statement is true and correct. I acknowledge that the disclosure applies to each family member (as defined by Section 176.001(2), Local Government Code) of this local government officer. I also acknowledge that this statement covers the 12-month period described by Section 176.003(a)(2)(B), Local Government Code.

_____
Signature of Local Government Officer

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20 _____, to certify which, witness my hand and seal of office.

_____
Signature of officer administering oath | Printed name of officer administering oath | Title of officer administering oath

Adopted 8/7/2015

THIS FORM IS FOR OFFICE USE ONLY

RESIDENCE CERTIFICATION/TAX FORM

Pursuant to Texas Government Code §2252.001 *et seq*., as amended, Jefferson County requests Resident Certification. §2252.001 *et seq*. of the Government Code provides some restrictions on the awarding of governmental contracts; pertinent provisions of §2252.001 are stated below:

(3) "Non-resident RFQ Respondent" refers to a person who is not a resident.

(4) "Resident RFQ Respondent" refers to a person whose principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

☐ I certify that _____ [company name] is a Resident Respondent of Texas as defined in Government Code §2252.001.

☐ I certify that _____ [company name] is a Non-Resident Respondent as defined in Government Code §2252.001 and our principal place of business is _____ _____ (city and state).

Taxpayer Identification Number (T.I.N.):	
Company Name submitting bid/proposal/response:	
Mailing address:	
If you are an individual, list the names and addresses of any partnership of which you are a general partner:	

Property: List all taxable property owned by you or above partnerships in Jefferson County.

Jefferson County Tax Acct. No.*	Property address or location**

* This is the property amount identification number assigned by the Jefferson County Appraisal District.

** For real property, specify the property address or legal description. For business property, specify the address where the property is located. For example, office equipment will normally be at your office, but inventory may be stored as a warehouse or other location.

REQUIRED FORM
Respondent:
Please complete this form and include with RFQ response submission.

HOUSE BILL 89 VERIFICATION

I, _____, the undersigned representative of (company or business name)_____ (heretofore referred to as company) being an adult over the age of eighteen (18) years of age, after being duly sworn by the undersigned notary, do hereby depose and verify under oath that the company named above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270:

1. Does not boycott Israel currently; and
2. Will not boycott Israel during the term of the contract.

Pursuant to Section 2270.002, Texas Government Code:

1. "**Boycott Israel**" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made ordinary business purposes; and

2. "**Company**" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or an limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business association that exist to make a profit.

_____
Signature of Company Representative

_____
Date

On this _____ day of _____, 20____, personally appeared

_____, the above-named person, who after by me being duly sworn, did swear and confirm that the above is true and correct.

Notary Seal

_____
Notary Signature

_____
Date

REQUIRED FORM
Respondent:
Please complete this form and include with RFQ response submission.

SENATE BILL 252 CERTIFICATION

On this day, I, Deborah L. Clark, Purchasing Agent for Jefferson County, Texas, pursuant to Texas Government Code, Chapter 2252, Section 2252.152 and Section 2252.153, certify that I did review the website of the Comptroller of the State of Texas concerning the listing of companies that is identified under Section 806.051, Section 807.051, or Section 2253.253 and I have ascertained that the below named company is not contained on said listing of companies which do business with Iran, Sudan, or any Foreign Terrorist Organization.

_____

Company Name

_____

IFB/RFP/RFQ number

Certification check performed by:

_____

Purchasing Representative

_____

Date

REQUIRED FORM
Respondent:
Please complete this form and include with RFQ submission.

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 RFQ 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 RFQ, 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 Non-Disclosure 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 Non-Disclosure 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
Respondent:
Please complete this form and include with RFQ response submission.

RESPONDENT'S CERTIFICATION

I have carefully examined the Request for Proposal Specifications, and any other documents accompanying or made a part of this Request for Proposals.

I hereby propose to furnish the goods or services specified in the Request for Proposal. I agree that my proposal will remain firm for a period of up to **90 days** in order to allow Jefferson County adequate time to evaluate the qualifications submitted.

I verify that all information contained in this proposal is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this proposal on behalf of the firm as its act and deed and that the firm is ready, willing and able to perform if awarded the contract.

I further certify, under oath, that this proposal is made without prior understanding, agreement, connection, discussion, or collusion with any other person, firm or corporation submitting a proposal for the same product or service: no officer, employee or agent of Jefferson County or any other Respondent is interested in said proposal: and that the undersigned executed this Respondent's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

_____
NAME OF BUSINESS

BY:

_____
SIGNATURE

_____
NAME & TITLE, TYPED OR PRINTED

_____
MAILING ADDRESS

_____
CITY, STATE, ZIP CODE

(___) _____
TELEPHONE NUMBER

Sworn to and subscribed before me
this _____day of
_____, 2022

_____
Notary Public

State of _____

My Commission Expires: _____

REQUIRED FORM
Respondent:
Please complete this form and include with RFQ response submission.

AGREEMENT
BETWEEN ENGINEER AND OWNER
FOR
PROFESSIONAL SERVICES

THIS IS AN AGREEMENT effective as of October 13, 2022, between Sigma Engineers, Inc. at 4099 Calder Ave., Beaumont, Texas ("Engineer") and Jefferson County, Texas, at 1149 Pearl Street - 1st Floor Beaumont, Texas ("Owner").

Engineer agrees to provide the services described below to the Owner for independent inspection services for floor mitigation, home elevation, and structural integrity per RFQ 22-050/MR. A Statement of Qualifications was submitted by Sigma Engineers, Inc., September 6, 2022.

Engineer and Owner further agree as follows:

1.00 BASIC AGREEMENT

A. Engineer shall provide, or cause to be provided, the services outlined in this Agreement, and Owner shall pay Engineer for such Services as outlined in Paragraph 9.00.A.

2.00 PAYMENT PROCEDURES

A. *Preparation of Invoices.*
Engineer will prepare a monthly invoice in accordance with Engineer's standard invoicing practices and submit the invoice to the Owner.

B. *Payment of Invoices.*
Invoices are due and payable within 30 days of receipt. If the Owner fails to make any payment due Engineer for services and expenses within 30 days after receipt of Engineers invoice. Upon 30 days of non-payment following the County's receipt of invoice, the Engineer may, without liability, after giving seven days written notice to the Owner, suspend services under this Agreement until Engineer have been paid in full all amounts due for services, expenses, and other related charges.

3.00 ADDITIONAL SERVICES

A. If authorized by Owner, or if required because of changes in the Project, Engineer shall furnish services in addition to those set forth above.
   1. Owner shall pay Engineer for such additional services on an hourly arrangement using Engineer's standard hourly rates.
   2. Owner may request a lump sum pricing from the Engineer for said additional work.

4.00 TERMINATION

A. The obligation to provide further services under this Agreement may be terminated:
   1. For cause,
      a. By either party upon 30 days' written notice in the event of substantial failure by the other party to perform in accordance with the Agreement's terms through no fault of the terminating party.
      b. By Engineer:
         1) upon seven days written notice if Engineer believes that Owner is requesting Engineer to furnish or perform services contrary to Engineer's responsibilities as a licensed professional: or
         2) upon seven days written notice if the Engineer's services for the Project are delayed or suspended for more than 90 days for reasons beyond Engineer's control.

3) Engineer shall have no liability to Owner on account of such termination.

c. Notwithstanding the foregoing, this Agreement will not terminate as a result of a substantial failure under paragraph 4.00.A.1.a. if the party receiving such notice begins, within seven days of receipt of such notice, to correct its failure and proceeds diligently to cure such failure within no more than 30 days of receipt of the notice; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30-day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

2. For convenience,

a. by Owner effective upon the receipt of notice by Engineer.

b. The terminating party under paragraphs 4.00.A.1 or 4.00.A.2 may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to demobilize personnel and equipment from the Project site to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.

5.00 CONTROLLING LAW

A. This Agreement is to be governed by the law of the state of Texas.

6.00 SUCCESSORS, ASSIGNS, AND BENEFICIARIES

A. Owner and Engineer each is hereby bound, and the partners, successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by paragraph 6.00.B, the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and the partners, successors, executors, administrators, and legal representatives (And said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.

B. Neither Owner nor Engineer may assign, sublet or transfer any rights under or interest (including, but without limitation, money that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

7.00 GENERAL CONSIDERATIONS

A. The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with Engineers services. Engineer and its consultants may use or rely upon the design services of others, including, but not limited to, contractors, manufacturers, and suppliers.

B. Engineer shall not at any time supervise, direct, or have control over any contractors work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, for safety precautions and programs incident to contractor's work progress, nor any failure of any contractor to comply with laws and regulations applicable to contractors' work.
C. Engineer neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform its work in accordance with the contract between Owner and such contractor.
D. Engineer shall not be responsible for the acts or omissions of any contractor, subcontractor, or supplier, or of any contractors' agents or employees or any other persons (except Engineers own employees) at the Project site or otherwise furnishing or performing any of construction work; or for any decision made on interpretations or clarifications of the construction contract given by Owner without consultation and advice of Engineer.
   1. Engineer shall not be responsible for quality control or quality assurance of work being performed by the contractor.
E. All design documents prepared or furnished by Engineer are instruments of service, and Engineer retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed.
F. To the fullest extent permitted by law, Owner and Engineer (1) waive against each other, and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project, and (2) agree that Engineer's total liability to Owner under this Agreement shall be limited to no more than the total amount of the compensation received by Engineer.
G. The parties acknowledge that the Engineer's scope of services does not include any services related to a Hazardous Environmental Condition (the presence of asbestos, mold, PCBs, petroleum, hazardous substances or waste, and radioactive materials). If Engineer or any other party encounters a Hazardous Environmental Condition, Engineer may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until Owner: (i) retains an appropriate specialist consultants or contractors to identify and, as appropriate, abate, remediate, or remove the Hazardous Environmental Condition: and (ii) warrants that the Site is in full compliance with applicable Laws and Regulations.

8.00 TOTAL AGREEMENT

A. This Agreement (consisting of pages 1 to 4 inclusive together with any expressly incorporated Appendix including the following Appendices: Appendix A (Rate Sheet) Appendix B (RFQ Specifications and Addendum No. 1), Appendix C (Contractors RFQ Response), constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

9.00 PAYMENT & COST

A. Owner shall pay the engineer as follows:
   1. Hourly cost per the Sigma Engineers, Inc., Standard Hourly Rates for 2022 as enclosed in Exhibit A.
   2. Payment for each phase shall be paid monthly based on agreed percentage of work completed. Payment terms shall be net thirty days.

10.00 INSURANCE

A. Engineer shall provide proof of insurance at the time of award and at all times during the term of any contract as a direct result of this contract and 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 engineer.

B. All policies of insurance shall waive all rights of subrogation against the County, its officers, employees and agents. Engineer shall furnish Jefferson County with Certificate of Insurance naming Jefferson County as additional insured. All insurance must be written by an insurer licensed to conduct business in the State of Texas.

Minimum Insurance Requirements:	
General Liability	$1,000,000
Excess Liability	$1,000,000
Professional Liability	$1,000,000
Automobile	$500,000
Workers' Compensation:	Statutory Coverage

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

SIGMA ENGINEERS, INC.:

Signature: _____

By: Dr. Sina Nejad, P. E., P. Eng.

Title: President

Date Signed: 10.13.2022

Address for giving notices:

4099 Calder Avenue

Beaumont, TX 77706

JEFFERSON COUNTY, TEXAS:

Signature: _____

By: Jeff Branick

Title: County Judge

Date Signed: DECEMBER 13, 2022

Address for giving notices:

COMMISSIONERS COURT JEFFERSON COUNTY, TEXAS

ATTEST _____

DATE DECEMBER 13, 2022

EXHIBIT "A"

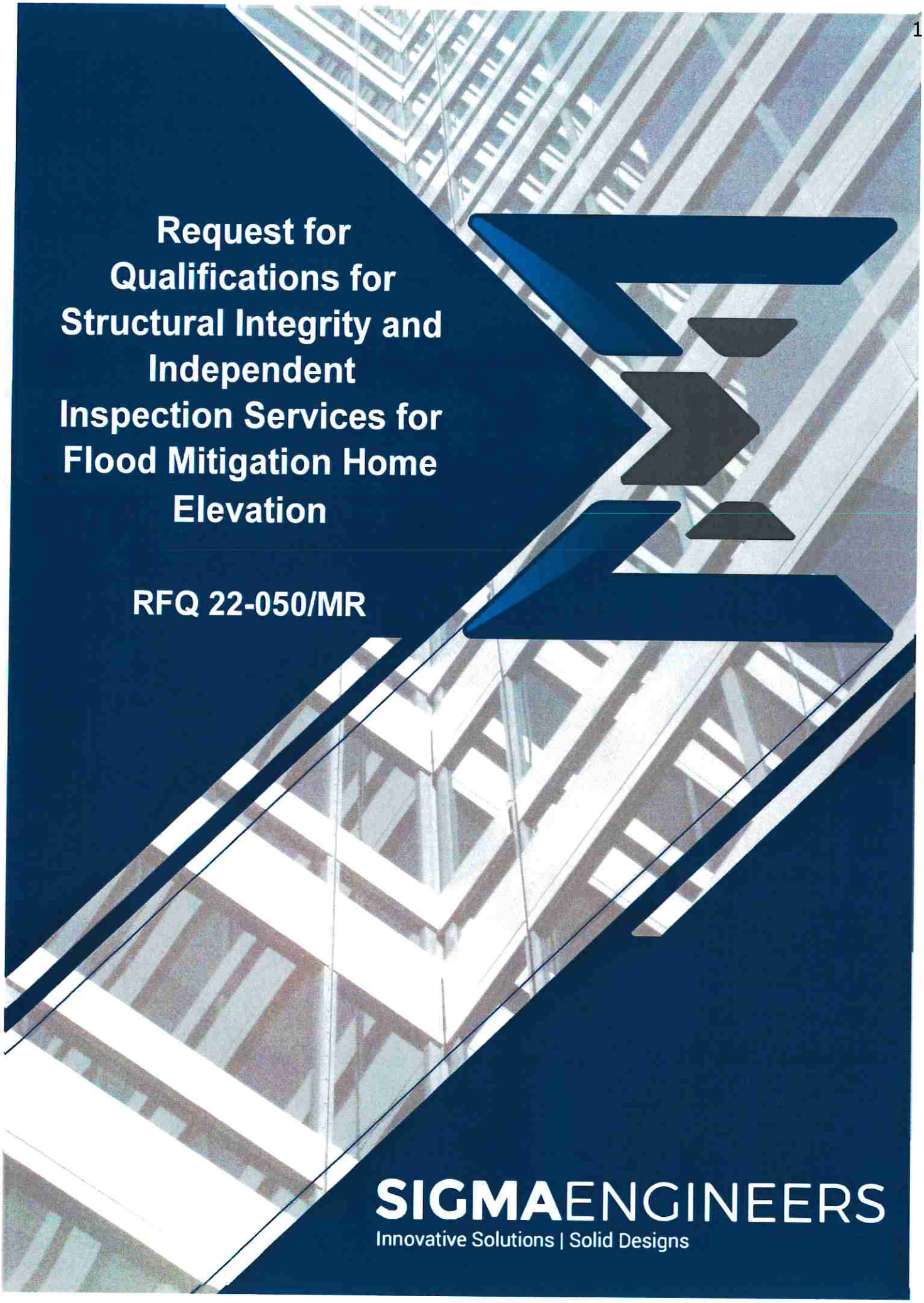
SIGMA ENGINEERS, INC.

Engineers & Designers

4099 Calder, Beaumont, Texas 77720

PROJECT: **JEFFERSON COUNTY**
STRUCTURAL INTEGRITY & INDEPENDENT INSPECTION
SERVICES FOR FLOOD MITIGATION
STANDARD HOURLY RATES 2022

	RATE
GENERAL	
PROJECT ASSISTANCE	$65.00
FIELD WORK / DESIGNER	$145.00
FIELD WORK / HELPER	$90.00
PRINCIPAL	$350.00
ARCHITECTURAL	
REGISTERED ARCHITECT	$245.00
DESIGNER	$140.00
INSPECTOR	$150.00
CIVIL - STRUCTURAL	
LICENSED ENGINEER	$245.00
STAFF ENGINEER	$180.00
DESIGNER	$140.00
ELECTRICAL	
ELECTRICAL DESIGN	$245.00
ELECTRICAL SPECIFICATION	$130.00
DESIGNER	$140.00
MECHANICAL	
MECHANICAL DESIGN	$245.00
PLUMBING DESIGN	$245.00
DESIGNER	$140.00
MECHANICAL SPECIFICATION	$130.00
MISC.	
SUPPLIES / PRINTING	COST + 10%
SUBCONTRACT	COST + 15%
TRAVEL	COST + 10%
PRINTING	COST + 10%



Request for Qualifications for Structural Integrity and Independent Inspection Services for Flood Mitigation Home Elevation

RFQ 22-050/MR

SIGMAENGINEERS

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SIGMAENGINEERS
Innovative Solutions | Solid Designs

September 6, 2022

Ms. Deborah L. Clark
Purchasing Agent
Jefferson County
1149 Pearl Street, 1st Floor
Beaumont, TX 77701

RE: Request for Qualifications for Structural Integrity and Independent Inspection Services for Flood Mitigation (RFQ 22-050/MR)

Dear Ms. Deborah,

Thank you for allowing us to submit our qualifications for review. Enclosed you will find six hard copies of our proposal. Sigma Engineers is a local, full-service engineering and architectural firm established almost 30 years ago with a plethora of experience working with local municipalities and providing structural inspections. We are one of the only firms in the state with engineers and architects under one roof that provides seamless designs to clients.

All our engineers and architects are degreed individuals who live in the Southeast Texas area with licensing in Texas and several other states. In all our years of operation, we have never defaulted on a contract, failed to provide services promptly, nor have any record of sub-standard work. Our firm has always been dedicated to the safety of our team and the client; therefore, there has been no history of unethical practices since our inception.

Our firm accepts all terms and conditions contained in the RFQ packet. Our firm has reviewed the scope of work and is confident in our ability to provide architectural services to Jefferson County. Please do not hesitate to contact our past or current clients, as they will serve as our best references.

Sincerely,
Sigma Engineers, Inc.

Dr. Sina Nejad, P. E., P. Eng.
President

A. FIRM INFORMTION

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A. FIRM INFORMATION

Firm Name: Sigma Engineers, Inc.

Firm Address: 4099 Calder Avenue, Beaumont, TX 77706

Years in business: 30 years

Firm History

Sigma Engineers, Inc. is a multi-disciplined, full-service engineering and architectural firm that has operated in Southeast Texas for 30 years. We have almost three decades of experience in structural engineering, civil engineering, and architectural design. Sigma is a well-known, local firm dedicated to improving our communities.

Since our inception in 1993, the ability to perform architectural services for various project types, coupled with our professionalism, has been the key to our success. We believe a project's stability and continuation are improved by meaningful communication and practical details. Throughout the drafting, we are hands-on to prevent sub-standard outcomes for increased costs to the project.

Unlike most firms, Sigma employs architects and engineers to work harmoniously under one roof. While engineers may see a design problem technically and traditionally, an architect may view the problem as an aesthetic or overall structural issue. These different perspectives are essential, highly beneficial, and economical. We possess knowledge of all necessary building science disciplines and work together to take advantage of their intersectional aspects.

Our firm has been approached numerous times to perform structural inspections for small and large-scale projects. Sigma's professional engineers are some of the state's most experienced structural inspection professionals. Whether our client is dealing with foundation cracks or windstorm certification requirements, our licensed engineers have the know-how to get it done at the highest levels of quality. We believe reliable expertise should be accessible to all local governments in our area.

Sigma has worked with clients from various fields: retailers, educational institutions, industrial leaders, and municipalities are just a few kinds of clientele we serve. We are thankful to have developed the skills and stringent standards required to work with companies like ExxonMobil, Valero, and Motiva. Additionally, our firm has performed work for municipalities across Southeast Texas, such as the Cities of Beaumont, Vidor, Port Arthur, and Hardin County.

B. PROJECT TEAM

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B. PROJECT TEAM

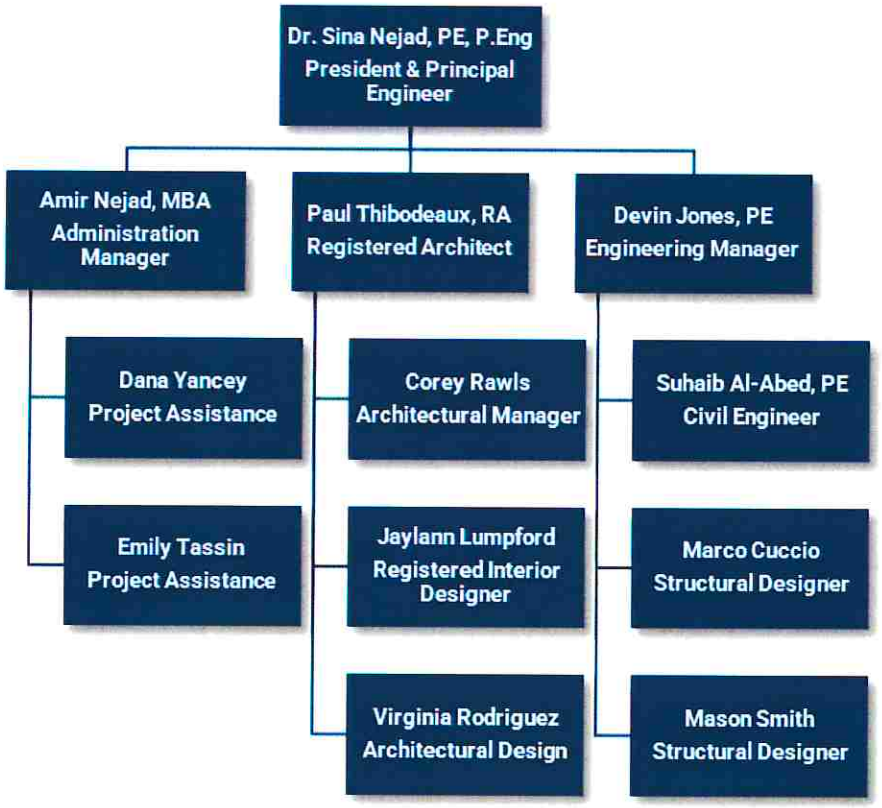
General qualifications and experience of staff

Our principal engineer and president, Dr. Sina Nejad, P. E., P. Eng., has over 35 years of experience in architectural design and engineering. Dr. Nejad is one of a select few engineers authorized to practice architecture in Texas. He specializes in managing large-scale construction projects and is part of numerous professional organizations.

Sigma's proposed project team carries years of experience in architectural and structural design. Cross-experiences between engineering and architecture have granted our staff enhanced forensic structural engineering skills.

We are the only full-service firm with such experienced personnel in the Southeast Texas area. All our staff holds at least a bachelor's degree, and nearly all had prior experience in construction or design before joining Sigma Engineers. The prolific education and training of our staff members allow us to successfully practice our vastly specialized skill sets for the benefit of Texas communities and Texas citizens.

Firm Organization Chart



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PROFESSIONAL INVOLVEMENT (CURRENT & PAST)

Architectural Engineering Institute
- Founding Member

American Society of Civil Engineers
- Member

American Concrete Institute
- Member

International Conference of Building Officials
- Member

National Society of Professional Engineers
- Founding Member

Structural Engineering Institute
- Charter Member

City of Beaumont, Building Code Board of Adjustment and Appeals
- Chair

City of Beaumont Planning and Zoning Commission
- Chair

Texas Board of Professional Engineers
- Board Member

Texas Society of Professional Engineers, Sabine
- Voted Engineer of the Year 2008

COMMUNITY INVOLVEMENT

Lamar University Foundation
- Past President

Anayat House
- Past President
- Board of Directors

Goodwill Industries
- Past Member of Board of Directors

City of Beaumont Chamber of Commerce, Board of Directors
- Past Member of Board of Directors
- Voted Businessperson of the Year 2004
- Governmental Affairs Committee

Jefferson County, Texas
- Road and Bridge Commissioner

Monsignor Kelly Catholic High School Board of Directors
- Past Board of Directors

St. Elizabeth Hospital
- Advisory Board

Symphony of Southeast Texas
- Past President
- Board of Directors

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DEVIN JONES, P. E.

ENGINEERING MANAGER

Mr. Devin Jones joined Sigma Engineers in 2006 after graduating with his bachelor's degree from Lamar University. He continued his education and obtained his master's degree in engineering. Currently, Mr. Jones manages the structural design department and is extensively experienced in designing buildings in high-wind regions.

Mr. Jones has expert knowledge in designing facilities and structures for municipal purposes. He is a registered Professional Engineer in Texas, currently classified as a structural and architectural engineer. Mr. Jones is now registered as a civil engineer in Louisiana, Colorado, Tennessee, and Maine.

EDUCATION

Master of Engineering, Bachelor of Science in Civil Engineering - Lamar University, Beaumont, Texas
Doctoral Candidate in Structural Engineering - Lamar University, Beaumont, Texas, 2022

WORK EXPERIENCE

- Experience in the structural design of buildings with steel, concrete, masonry, wood, and procedures for remediation of failed structural systems
- Use of dynamic analysis
- Well-versed in Revit, Visual Analysis, 3DMax, and SBEDS

RESPONSIBILITIES

- Performing engineering studies and calculations
- Developing structural designs and analyses
- Creating building designs and layouts
- Review of OSHA and ADA requirements

PROFESSIONAL AFFILIATIONS

National Society of Professional Engineers
- Member

Texas Society of Professional Engineers
- Member, Sabine Chapter
- Secretary, 2012
- President, 2014

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SUHAIB AL-ABED, P. E.

STRUCTURAL ENGINEER

Mr. Suhaib Al-Abed joined Sigma Engineers after graduating with his M.S. in Civil Engineering. He is proficient with PROKON, ETABS, Revit, and many other programs required to create accurate models of structures and designs. Mr. Al-Abed is well-versed in codes and standards such as ACI, AISC, and ASTM. He has expert-level knowledge of load calculations and windstorm certifications, having performed numerous in-field studies for industrial, municipal, and institutional clientele.

EDUCATION

Bachelor of Science in Civil Engineering - Mutah University, Karak, Jordan

Master of Science in Civil Engineering - Lamar University, Beaumont, Texas

WORK EXPERIENCE

- On-site field inspection of the quality of materials and performed work
- Responsible for reviewing final design drawings, identifying design flaws, and providing recommendations
- Created 3D structural designs and calculations for foundations, columns, beams, and slabs
- Developed a magnetic concrete and evaluated its permeability

RESPONSIBILITIES

- Perform design documents from the schematic stage to final construction
- Make presentations to the owner on the structural system
- Review production activities, quality control, and field activities as necessary
- Check accuracy of drawings prepared in-house by the project design
- Review, correct, and approve shop designs
- Provide project management on projects as necessary

C. FIRM EXPERIENCE

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C. FIRM EXPERIENCE

General description of work over the past five (5) years:

Little Cypress-Mauriceville Independent School District Temporary School Campus

After enduring significant damage from Hurricane Harvey, Sigma was chosen to perform the designs for temporary facilities at LCMISD. We designed wood ramps and walkways using prefabricated concrete foundation footing systems. In addition, Sigma provided architectural details and layout designs for all the ramps and walkways, and the designs included non-skid surfaces.

West Hardin County Consolidated Independent School District

The entire school campus, including the high school, middle school, and elementary school, was flooded and damaged during Hurricane Harvey. The auditorium, gymnasiums, bus barn, track, and football field also suffered damage. WHCCISD hired us to help them with the construction projects' design, repairs, and administration to ensure they were completed within the allowed budget from FEMA and their insurance company. Our office served as the space to host the school district's weekly meetings with FEMA officials. Due to our extensive knowledge of the FEMA grant processes, we navigated our client through it in its entirety. The multi-million-dollar project was completed after two years.

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West Hardin County FEMA Recommendation Letter

West Hardin County
Consolidated Independent School District
39227 Hwy 105 • Saratoga, Texas • 77585
P: 936.274.5061 • F: 936.274.4321
Success for All

October, 15, 2019

To whom it may concern:

West Hardin County Consolidated Independent School District was flooded during Hurricane Harvey. Sigma Engineers, Inc. was selected to help us with repairs to our facilities. They provided outstanding project leadership and client guidance throughout our construction projects. As our "front man," they were tough in favor of our best interest with FEMA and always operated with the highest degree of character. They have been a tremendously positive reflection of our organization and community throughout our association.

A fundamental premise upon which Sigma operates is that of building strong transparent relationships with all stakeholders. That relationship starts client-centric and grows to encompass other project stakeholders. It is always clear, from the preconstruction meeting through project completion, that Sigma's focus is on the best interest of the client. This fundamental principal is what allows them to operate transparently with contractors and provide exceptional service to their clients.

Sigma was the conduit through which all information flowed; procurement/advertisement, scheduling meetings, email communication, change orders, project phase completion and inspection, billing, etc. This process ensured accurate and timely communication, helped keep project timelines in order and reduced conflict. As an example, they organized weekly meetings with FEMA to ensure regular face-to-face contact and communication, to establish and build relationships and to keep projects moving as scheduled. Because of their understanding of FEMA operations, they recommended additional information and drawings for a project that enabled FEMA to allocate more money than originally expected.

As a result of Sigma's leadership and project management, our experience with FEMA, contractors and subcontractors has been positive and productive. The projects have flowed smoothly, communication has been accurate and the burden on our organization has been significantly reduced. Their effort to set clear expectations, build transparent relationships and make the experience more personal is what separates them from other engineering and design firms.

Thank you,

Jim Armstrong, Superintendent
West Hardin County CISD

Jim Armstrong Superintendent	Michael Smith Secondary Principal	Tiffany Merriwether Elementary Principal	D'Wanna Rasnick Director of Curriculum, Instruction & Assessment

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Lamar State College-Port Arthur Ruby Fuller Education Building

This building was initially constructed in 1915 and was officially declared the Ruby Fuller Educational building in 1978. Our renovations included a new addition, selective demolition, concrete reinforcement, architectural woodwork, new insulation, metal decking, and modified bituminous membrane roofing. The new addition is approximately 4,800 square feet, adding to the 8,600 square feet of the original structure. As a Texas state landmark, this project is one of our latest experiences working with historic structures.

As a design/build project, our firm served as the prime engineer/architect for the project and as construction manager alongside the contractor. Due to the sensitive nature of the building due to its age and weathered exposure over many decades, our architects dedicated many hours to create an exterior design with a seamless transition between the original structure and the new addition. Originally a church, our team was able to preserve the stained-glass windows and architecture while converting the inside to modern classrooms, with brand-new technology and offices for staff.

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Rehabilitation of Main Terminal HVAC at the Jack Brooks Regional Airport

In 2021, Sigma was selected by the County to perform architectural services for renovations at the Jack Brooks Regional Airport in Beaumont, Texas. Our firm prepared the schematic designs for the HVAC equipment replacement, Central Plant replacement, and piping. The schematic design included a preliminary estimate of probable construction costs. The designs were developed using FAA Standards.

We provided 100% final design plans, specifications, and engineer's reports for the County to review. Additionally, we assisted in the development of a Security Plan and Obstruction Analysis for the use of hoists/cranes. Our firm serves as a project engineer/architect and construction manager for the bidding and construction phases.

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Detailed summary of the firm's experience providing architectural services to municipalities:

Since our opening in 1993, we have provided architectural services for municipalities across Southeast Texas. Our team has civil engineers and architects with two decades of experience in civil design. Each municipal project is unique and varies significantly in requirements and purposes. Remodels and renovations are no different; each must be approached with modernity and feasibility.

Sigma supports the longevity of our communities, making sure our designs plan for a 5-, 10-, and 20-year expansion if the County chooses. Each project incorporates the latest in mechanical technology and security, and our architects are up to date on design trends. Our outstanding reputation has allowed us to partner with many designers and practice versatility in design options.

Additionally, we believe it's vital that our firm leads by example and involve environmentally friendly materials and construction operations. From simple changes such as the use of LED light bulbs to more significant changes such as the use of solar panels, these changes in municipal design continue to preserve our environment.

Our firm has an experienced administration team performing all project correspondence tasks. These professionals are trained in document control and project management assistance that helps streamline project timelines. Our highly structured administration team aims to keep projects on (or ahead) of schedule, saving our clients time and money.

At Sigma, every project has a liaison who oversees the project on behalf of our clients. These liaisons facilitate communication between project-affiliated parties to avoid long downtimes and work in the client's best interests. Our liaisons integrate the engineering and design departments with quality control and administration to streamline project tasks and progress reports.

Sigma has never defaulted on a contract or failed to provide exceptional A/E services on time. Our sole role in any project is to design what is beneficial to the client, not a monument for our resume. Our continuing success in Texas and beyond depends on our reputation in servicing our clients most expediently with the safety and costs of the project in mind. Our approach is to fully acknowledge the client's needs, expectations, and any requirements we must adhere to during the design and construction of the project. It has been our experience that when we understand the client's needs at the onset of the project, we find fewer changes towards the end of the project.

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Demonstrate the firm's understanding of FEMA/HUD policies:

Apart from the prior work, Sigma has almost three decades of experience handling all initial due diligence and reporting before construction. We offer full-service civil engineering services such as site assessments, easements, feasibility studies, and cost estimates.

Municipal projects require precise planning with experience in developing cost-effective, long-term solutions to any problems found during the inspection. In FEMA-related projects, this means solutions that provide a form of risk mitigation or urban improvement. Our experience with municipal works projects, both large and small, positions us to be able to provide site engineering services that are guaranteed to deliver the results the community is hoping to accomplish with the CDBG-MIT fund.

After Hurricane Harvey caused hundreds of thousands of dollars in damages across Southeast Texas, our firm assisted residents and business owners in restoration efforts. Many of these cases required FEMA insurance funds or disaster relief policies to secure payment for restoration. Our firm worked with clients and FEMA to navigate complex insurance hurdles, so our clients could obtain the most for their claims. Sigma helped over 70 homes and businesses recover after Hurricane Harvey and applied those experiences to assist our community after Tropical Storm Imelda.

When our firm approaches a FEMA/HUD-funded project, we anticipate the risk mitigation tasks typically involved, such as managing the design of infrastructure, planning and managing residential and land systems, and evaluating the environmental impact of structures. Our firm has the leading experience and an advanced understanding of multi-hazard risk mitigations.

We have performed loss estimations for structures near local waterways and the Gulf of Mexico subjected to extreme weather events. Our professional engineers can conduct risk assessments for flooding, high-wind, and storm surges to ensure the long-term stability of structures. Resilience and sustainability are two concepts we strongly consider during risk mitigation inspections. Additionally, our firm can perform probabilistic benefit-cost analysis for damage mitigation and evaluations of different retrofitting measures to provide the client with as much insight into the stability of their structures as possible.

D. FIRM QUALIFICATIONS

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D. FIRM QUALIFICATIONS

Provide evidence that the firm understands and complies with TWIA requirements:

Sigma performs windstorm and structural inspections each month for residential and commercial clients. We work directly with TWIA to process windstorm certifications and provide detailed reports with visual evidence of our findings. Windstorm certifications and inspections can be provided in conjunction with other A/E services or on a per-structure basis. Our firm has provided clients dozens of Certificates of Compliance over the years.

List federally funded work experience:

- **Jefferson County, Texas**
  - Jack Brooks Airport terminal
  - Fleet maintenance building
  - Ford Park Life Arrest System
  - Ben J. Rogers Visitors Center
  - Drainage District #7 new employee building
- **Port of Beaumont**
  - Design of dock offices
  - National Park Service
  - Big Thicket Research
  - Lyndon B. Johnson Ranch renovation
- **Lamar University**
  - John Gray Library structure and foundation restoration
- **Lamar State College-Orange**
  - Design of cafeteria
  - Truck Driving School building
- **Lamar State College-Port Arthur**
  - Ruby Fuller Education building
  - Design of cafeteria
  - Retrofit of historical building
  - Industrial Glycol Unit Training Center
- **West Hardin CCISD**
  - High School and middle school campus renovations
- **City of Beaumont**
  - Water Plant administration building
  - Tyrell Park Henry Homberg Municipal Golf Course maintenance building
  - Convention and visitors center
  - Civic Center
- **City of Port Arthur**
  - Splash Park
- **City of Port Neches**
  - Police Station renovation

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Innovative Solutions | Solid Designs

Describe the firm's understanding of the scope of work and how it would be performed:

Our firm has reviewed the scope of work and are confident in our ability to provide inspection services to the County. Inspecting homes and structures and working with property owners are tasks our engineers perform routinely during our structural inspection or windstorm services. We have worked with several local surveying service providers over the years, and can assist in vetting and awarding work to a qualified firm to perform surveying and topographic project tasks. Additionally, our firm can perform elevation calculations and in-depth structural inspections to fully visualize issues in the structure and the various circumstances that influence the recommendations for stabilization from the engineers.

Resource planning is considered a meticulous, detailed preliminary part of any project. Each project requires diverse resource demands. After consulting A/E professionals, the project manager will create a comprehensive project resource plan. Like a bar-graph schedule, this plan considers all project phases, tasks, and requirements regarding when and what resources will be required.

Here are a few ways Sigma utilizes resource planning:

- Define project roles (architect, interior designer, structural and civil engineers)
- Determine required equipment/equipment services
- List and arrange obtainment of construction materials
- Consider other resources
  - Contractor and vendor resources and materials
  - Software program management
  - Facility and project spaces

Discuss any unique services offered by the firm:

In addition to civil architectural services, Sigma provides the following services for projects of many different purposes:

- Structural Engineering
  - Foundation design
  - Structural steel
  - Cast-in-place concrete
  - Pre-cast structures
  - Forced entry and anti-terrorism
  - Load capacity calculations
  - Blast-resistant buildings
  - Retrofitting of existing structures
  - Windstorm engineering
- Civil Engineering
  - Master planning of site
  - Site drainage
  - Paving and parking
  - Urban engineering
- Architectural Design
  - Interior design
  - Landscape architecture
  - Sustainability
- Forensic Engineering

E. REQUIRED FORMS

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 3/8/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER The Risk Specialty Group, LLC 675 Bering Dr, Ste. #175 Houston TX 77057	**CONTACT NAME:** Candi Carpenter **PHONE (A/C, No, Ext):** 713-552-1900 **FAX (A/C, No):** 713-513-5411 **E-MAIL ADDRESS:** ccarpenter@riskspecialtygroup.com
INSURED SIGMENG-01 Sigma Engineers, Inc. 4099 Calder Avenue Beaumont TX 77706	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** INSURER A : RLI Insurance Company — 13056 INSURER B : Hudson Insurance Company — 25054 INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** 1674042206 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:			PSB0005771	10/7/2021	10/7/2022	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 2,000,000 $ 1,000,000 $ 10,000 $ 2,000,000 $ 4,000,000 $ 4,000,000
	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $			PSE0002534	10/7/2021	10/7/2022	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $
B	Professional Liability Includes Pollution Liability			PRB 06 19 113110	1/4/2022	1/4/2023	Per Claim Limit Aggregate Limit	$1,000,000 $1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
For informational purposes only.

CERTIFICATE HOLDER

Sigma Engineers, Inc.
4099 Calder Avenue
Beaumont TX 77706

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 3/8/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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PRODUCER	CONTACT NAME: Rondra Mallard	
FB Taylor 2020 Avenue H Nederland TX 77627	PHONE (A/C, No, Ext): (409) 745-2723	FAX (A/C, No):
	E-MAIL ADDRESS: rmallard@navsav.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : TEXAS MUT INS CO	22945
	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

INSURED

Sigma Engineers Inc.
4099 CALDER AVE

Beaumont TX 777064946

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						GENERAL AGGREGATE	$
	OTHER:						PRODUCTS - COMP/OP AGG	$
								$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: Y If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	Y	0001263617	01/13/2022	01/13/2023	☐ PER STATUTE ☐ OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

WC Policy includes Waiver of Subrogation by Blanket Endorsement.

CERTIFICATE HOLDER

Sigma Engineers, Inc.

4099 Calder Ave

Beaumont TX 77706

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Rondra Mallard

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 9/28/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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PRODUCER	CONTACT NAME: Nicole LeBlanc
Gulf Coast Insurance Agency PO Box 7750 Beaumont TX 77726	PHONE (A/C, No, Ext): (409) 898-4444 FAX (A/C, No): (409) 898-4458 E-MAIL ADDRESS: NL1@gcia-tx.com
	INSURER(S) AFFORDING COVERAGE — NAIC #
	INSURER A: Progressive County Mutual Ins. Co — 29203
INSURED Sigma Engineers, Inc. 4099 Calder Avenue Suite D Beaumont TX 77706	INSURER B:
	INSURER C:
	INSURER D:
	INSURER E:
	INSURER F:

COVERAGES **CERTIFICATE NUMBER:** 21/22 Master **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	[ ] CLAIMS-MADE [ ] OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	[ ] POLICY [ ] PRO-JECT [ ] LOC						PRODUCTS - COMP/OP AGG	$
	[ ] OTHER:							$
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	[X] ANY AUTO						BODILY INJURY (Per person)	$
	[ ] ALL OWNED AUTOS [X] SCHEDULED AUTOS			08105699-3	9/10/2021	9/10/2022	BODILY INJURY (Per accident)	$
	[ ] HIRED AUTOS [ ] NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
							Uninsured motorist combined single	$ 1,000,000
	[ ] UMBRELLA LIAB [ ] OCCUR						EACH OCCURRENCE	$
	[ ] EXCESS LIAB [ ] CLAIMS-MADE						AGGREGATE	$
	[ ] DED [ ] RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						[ ] PER STATUTE [ ] OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] N/A						E.L. EACH ACCIDENT	$
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

Sigma Engineers
4099 Calder Avenue
Suite D
Beaumont, TX 77706

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

George Haynes/AF

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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:

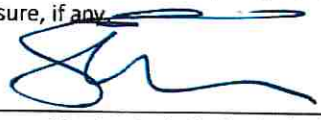
1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection 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 Sigma Engineers, Inc. certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.



Signature of Contractor's Authorized Official

Dr. Sina Nejad, P. E. P. Eng. President

Name and Title of Contractor's Authorized Official

09/06/2022

Date

REQUIRED FORM
Respondent:
Please complete this form and include with RFQ response submission.

DEBARMENT/SUSPENSION CERTIFICATION

Non-Federal entities and contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, Debarment and Suspension (1986) and Executive Order 12689, Debarment and Suspension (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (No procurement Debarment and Suspension).

This requirement applies to all FEMA grant and cooperative agreement programs.

Federal Executive Order (E .O.) 12549 "Debarment" requires that all contractors receiving individual awards, using federal funds, and all sub recipients certify that the organization and its principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from doing business with the Federal Government. By signing this document, you certify that your organization and its principals are not debarred. Failure to comply or attempts to edit this language may disqualify your bid. Information on debarment is available at the following websites: www.sam.gov and https://acguisition.qov/far/index.html see section 52.209-6.

The Contractor Sigma Engineers, Inc. certifies or affirms by your signature that neither you nor your principal is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

Signature of Contractor's Authorized Official

Dr. Sina Nejad, P. E. P. Eng. President

Name and Title of Contractor's Authorized Official

09/06/2022

Date

REQUIRED FORM
Respondent:
Please complete this form and include with RFQ response 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

Dr. Sina Nejad, P. E. P. Eng. President

Name and Title of Contractor's Authorized Official

09/06/2022

Date

REQUIRED FORM
Respondent:
Please complete this form and include with RFQ response submission.

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2022-928508

Date Filed:
08/31/2022

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Sigma Engineers, Inc.
Beaumont, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
Jefferson County

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.
22-050/MR
Inspection services for flood mitigation home elevations

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Nejad, Dr. Sina	Beaumont, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is Dr. Sina Nejad, P. E. P. Eng., and my date of birth is 10/12/1956.

My address is 4099 Calder Avenue (street), Beaumont (city), TX (state), 77706 (zip code), USA (country).

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Jefferson County, State of Texas, on the 6 day of Sept (month), 20 22 (year).

Signature of authorized agent of contracting business entity
(Declarant)

SAM.GOV®

SIGMA ENGINEERS INC

Unique Entity ID	CAGE / NCAGE	Purpose of Registration
TJ7MUYSEKLN5	**7NB23**	**All Awards**
Registration Status	Expiration Date	
Active Registration	**Feb 24, 2023**	
Physical Address	Mailing Address	
4099 Calder AVE STE D **Beaumont, Texas 77706-4946** **United States**	**4099 Calder AVE** **Beaumont, Texas 77706-4946** **United States**	

Business Information

Doing Business as	Division Name	Division Number
(blank)	**(blank)**	**(blank)**
Congressional District	State / Country of Incorporation	URL
Texas 14	**Texas / United States**	**www.sigmaengineers.com**

Registration Dates

Activation Date	Submission Date	Initial Registration Date
Feb 2, 2022	**Jan 25, 2022**	**Jun 17, 2016**

Entity Dates

Entity Start Date	Fiscal Year End Close Date
Jan 1, 1993	**Dec 31**

Immediate Owner

CAGE	Legal Business Name
(blank)	**(blank)**

Highest Level Owner

CAGE	Legal Business Name
(blank)	**(blank)**

Executive Compensation

Registrants in the System for Award Management (SAM) respond to the Executive Compensation questions in accordance with Section 6202 of P.L. 110-252, amending the Federal Funding Accountability and Transparency Act (P.L. 109-282). This information is not displayed in SAM. It is sent to USAspending.gov for display in association with an eligible award. Maintaining an active registration in SAM demonstrates the registrant responded to the questions.

Proceedings Questions

Registrants in the System for Award Management (SAM) respond to proceedings questions in accordance with FAR 52.209-7, FAR 52.209-9, or 2.C.F.R. 200 Appendix XII. Their responses are not displayed in SAM. They are sent to FAPIIS.gov for display as applicable. Maintaining an active registration in SAM demonstrates the registrant responded to the proceedings questions.

Exclusion Summary

Active Exclusions Records?

No

SAM Search Authorization

I authorize my entity's non-sensitive information to be displayed in SAM public search results:

Yes

Entity Types

Business Types

Entity Structure	Entity Type	Organization Factors
Corporate Entity (Not Tax Exempt)	**Business or Organization**	**(blank)**
Profit Structure		
For Profit Organization		

Socio-Economic Types

Check the registrant's Reps & Certs, if present, under FAR 52.212-3 or FAR 52.219-1 to determine if the entity is an SBA-certified HUBZone small business concern. Additional small business information may be found in the SBA's Dynamic Small Business Search if the entity completed the SBA supplemental pages during registration.

Financial Information

Accepts Credit Card Payments	Debt Subject To Offset
Yes	**No**
EFT Indicator	CAGE Code
0000	**7NB23**

Points of Contact

Electronic Business

Dana Yancey, Receptionist

4099 Calder Avenue
Beaumont, Texas 77706
United States

Government Business

Amir Nejad, Manager

4099 Calder Avenue
Beaumont, Texas 77706
United States

Past Performance

Amir Nejad, Mr.

4099 Calder AVE
Beaumont, Texas 77706
United States

Service Classifications

NAICS Codes

Primary	NAICS Codes	NAICS Title
Yes	**541330**	**Engineering Services**
	541310	**Architectural Services**

Product and Service Codes

PSC	PSC Name
C1AA	**Architect And Engineering- Construction: Office Buildings**
C1AZ	**Architect And Engineering- Construction: Other Administrative Facilities And Service Buildings**
C1BE	**Architect And Engineering- Construction: Airport Terminals**
C1DB	**Architect And Engineering- Construction: Laboratories And Clinics**
C1EZ	**Architect And Engineering- Construction: Other Industrial Buildings**
C1FB	**Architect And Engineering- Construction: Recreational Buildings**
C1FE	**Architect And Engineering- Construction: Religious Facilities**
C1GZ	**Architect And Engineering- Construction: Other Warehouse Buildings**
C1JZ	**Architect And Engineering- Construction: Miscellaneous Buildings**

Disaster Response

Yes, this entity appears in the disaster response registry.

No, this entity does not require bonding to bid on contracts.

Bonding Levels	Dollars
	(blank)

States	Counties	Metropolitan Statistical Areas
Louisiana	**(blank)**	**(blank)**
Texas		

RESPONDENT INFORMATION FORM

Instructions: Complete the form below. Please provide legible, accurate, and complete contact information. PLEASE PRINT.

RFQ Number & Name: (RFQ 22-050/MR) Structural Integrity and Independent Inspection Services for Flood Mitigation Home Elevation

Respondent's Company/Business Name: Sigma Engineers, Inc.

Respondent's TAX ID Number: 760394662

***If Applicable*:** **HUB Vendor No.** _____ **DBE Vendor No.** _____

Contact Person: Dr. Sina Nejad, P. E. P. Eng. **Title:** President

Phone Number (with area code): 409-898-1001

Alternate Phone Number if available (with area code): _____

Fax Number (with area code): 409-898-3420

Email Address: mail@sigmaengineers.com

Mailing Address (Please provide a physical address for bid bond return, if applicable):

4099 Calder Avenue
Address
Beaumont, TX 77706
City, State, Zip Code

REQUIRED FORM
Respondent:
Please complete this form and include with RFQ response submission.

VENDOR REFERENCES FORM

Respondent: Please list at least three (3) companies or governmental agencies (preferably a municipality) where the same or similar products and/or services as contained in this specification package were recently provided.

REQUIRED FORM
Respondent: Please complete this form and include with RFQ submission.

REFERENCE ONE

Government/Company Name: City of Beaumont

Address: 1848 Pine Street, Beaumont, TX 77704

Contact Person and Title: Keith Folsom, Project Planner

Phone: 409-790-9935 Fax:

Email Address: keith.folsom@beaumonttexas.gov Contract Period: 2021-2022

Scope of Work: Architectural/engineering design for lighting foundations at the Sterling Pruitt Center.

REFERENCE TWO

Government/Company Name: Hardin County

Address: 300 West Monroe Street, Kountze, TX 77625

Contact Person and Title: Misty Sims, Purchasing Agent

Phone: 409-246-5124 Fax:

Email Address: misty.sims@co.hardin.tx.us Contract Period: 2021

Scope of Work: Architectural peer review for Hurricane Safe Room building.

REFERENCE THREE

Government/Company Name: City of Port Arthur

Address: 444 4th Street, Port Arthur, Texas 77640

Contact Person and Title: Ron Burton, City Manager

Phone: 229-873-1547 Fax:

Email Address: ron.burton@portarthurtx.gov Contract Period: 2021-On going

Scope of Work: Architectural/engineering duties to design a renovation to the existing City Health Department building.

SIGNATURE PAGE

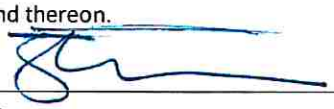
As permitted under Article 4413 (32c) V.A.C.S., other governmental entities may wish to participate under the same terms and conditions contained in this contract (i.e., piggyback). In the event any other entity participates, all purchase orders will be issued directly from and shipped directly to the entity requiring supplies/services. Jefferson County shall not be held responsible for any orders placed, deliveries made or payment for supplies/services ordered by another entity. Each entity reserves the right to determine their participation in this contract.

Would Respondent be willing to allow other governmental entities to piggyback off this contract, if awarded, under the same terms and conditions? ..... **Yes** ☑ **No** ☐

This Statement of Qualifications/RFQ Response shall remain in effect for ninety (90) days from RFQ opening and shall be exclusive of federal excise and state and local sales tax (exempt).

The undersigned agrees, if this RFQ response is accepted, to furnish any and all items upon which prices are offered, at the price and upon the terms and conditions contained in the Request for Statements of Qualification, Conditions of RFQ Response, Terms of Contract, and Specifications and all other items made a part of the accepted contract.

The undersigned affirms that they are duly authorized to execute the contract, that this company, corporation, firm, partnership or individual has not prepared this RFQ response in collusion with any other Respondent, and that the contents of this RFQ response as to prices, terms or conditions of said response have not been communicated by the undersigned nor by any employee or agent to any other RFQ Respondent or to any other person(s) engaged in this type of business prior to the official opening of this RFQ. And further, that neither the Respondent nor their employees nor agents have been for the past six (6) months directly nor indirectly concerned in any pool or agreement or combination to control the price of goods or services on, nor to influence any person to respond or not to respond thereon.

Sigma Engineers, Inc.	
RFQ Respondent (Entity Name)	Signature
4099 Calder Avenue	Dr. Sina Nejad, P. E. P. Eng.
Street & Mailing Address	Print Name
Beaumont, TX 77706	09/06/22
City, State & Zip	Date Signed
409-898-1001	409-898-3420
Telephone Number	Fax Number
mail@sigmaengineers.com	
E-mail Address	

REQUIRED FORM
Respondent:
Please complete this form and include with RFQ response 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:

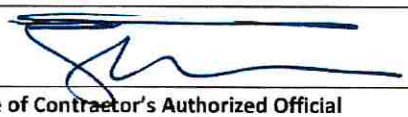
1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection 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

Dr. Sina Nejad, P. E. P. Eng. President

Name and Title of Contractor's Authorized Official *(Please Print)*

09/06/22

Date

REQUIRED FORM
Respondent:
Please complete this form and include with RFQ response submission.

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether sub-awardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.

2. Identify the status of the covered Federal action.

3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.

4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the sub-awardee, e.g., the first sub-awardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.

5. If the organization filing the report in item 4 checks "Sub-awardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.

6. Enter the name of the federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.

7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.

8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFQ) number; Invitations for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Included prefixes, e.g., "RFQ-DE-90-001."

9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.

10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).

11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Dr. Sina Nejad, P. E. P. Eng. President 09/06/2022 409-898-1001

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503

Approved by OMB
0348-0046

Disclosure of Lobbying Activities

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure)

Type of Federal Action: a. contract ____ b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	**Status of Federal Action:** a. bid/offer/application _____ b. initial award c. post-award	**Report Type:** a. initial filing _____ b. material change
Name and Address of Reporting Entity: ____ Prime _____ Sub-awardee Tier_____, if Known: **Congressional District, if known:**	**If Reporting Entity in No. 4 is Sub-awardee,** Enter Name and Address of Prime: **Congressional District, if known:**	
Federal Department/Agency:	**7. Federal Program Name/Description:** CFDA Number, *if applicable*: _____	
Federal Action Number, *if known:*	**9. Award Amount,** *if known:* **$**	
10. a. Name and Address of Lobbying Registrant *(if individual, last name, first name, MI):*	**b. Individuals Performing Services** *(including address if different from No. 10a)* *(last name, first name, MI):*	
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.	**Signature:** _____ **Print Name:** Dr. Sina Nejad, P. E. P. Eng. **Title:** President **Telephone No.:** 409-898-1001 **Date:** 09/06/2022	
Federal Use Only	**Authorized for Local Reproduction** **Standard Form - LLL (Rev. 7-97)**	

REQUIRED FORM
Respondent:
Please complete this form and include with RFQ response submission.

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

(A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;

(B) a transaction conducted at a price and subject to terms available to the public; or

(C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

***

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds $2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than $100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

Form provided by Texas Ethics Commission www.ethics.state.tx.us Revised 11/30/2015

CONFLICT OF INTEREST QUESTIONNAIRE

CONFLICT OF INTEREST QUESTIONNAIRE — FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. *See* Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY
Date Received

1 **Name of vendor who has a business relationship with local governmental entity.**

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information in this section is being disclosed.**

Jefferson County
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

09/06/2022
Date

Adopted 8/7/2015

REQUIRED FORM
Respondent:
Please complete this form and include with RFQ response submission.

LOCAL GOVERNMENT OFFICER
CONFLICTS DISCLOSURE STATEMENT – OFFICE USE ONLY

LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT — **FORM CIS**

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This is the notice to the appropriate local governmental entity that the following local government officer has become aware of facts that require the officer to file this statement in accordance with Chapter 176, Local Government Code

OFFICE USE ONLY

Date Received

1 **Name of Local Government Officer**

2 **Office Held**

3 **Name of vendor described by Sections 176.001(7) and 176.003(a), Local Government Code**

4 **Description of the nature and extent of employment or other business relationship with vendor named in item 3**

5 **List gifts accepted by the local government officer and any family member, if aggregate value of the gifts accepted from vendor named in item 3 exceeds $100 during the 12-month period described by Section 176.003(a)(2)(B).**

Date Gift Accepted _____ Description of Gift _____

Date Gift Accepted _____ Description of Gift _____

Date Gift Accepted _____ Description of Gift _____

(attach additional forms as necessary)

6 **AFFIDAVIT**

I swear under penalty of perjury that the above statement is true and correct. I acknowledge that the disclosure applies to each family member (as defined by Section 176.001(2), Local Government Code) of this local government officer. I also acknowledge that this statement covers the 12-month period described by Section 176.003(a)(2)(B), Local Government Code.

_____
Signature of Local Government Officer

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said _____, this the _____ day of _____ 20 _____, to certify which, witness my hand and seal of office.

_____
Signature of officer administering oath — Printed name of officer administering oath — Title of officer administering oath

Adopted 8/7/2015

THIS FORM IS FOR OFFICE USE ONLY

RESIDENCE CERTIFICATION/TAX FORM

Pursuant to Texas Government Code §2252.001 *et seq.*, as amended, Jefferson County requests Resident Certification. §2252.001 *et seq.* of the Government Code provides some restrictions on the awarding of governmental contracts; pertinent provisions of §2252.001 are stated below:

(3) "Non-resident RFQ Respondent" refers to a person who is not a resident.

(4) "Resident RFQ Respondent" refers to a person whose principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

☒ I certify that Sigma Engineers, Inc. [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.):	760394662
Company Name submitting bid/proposal/response:	Sigma Engineers, Inc.
Mailing address:	4099 Calder Avenue, Beaumont 77706
If you are an individual, list the names and addresses of any partnership of which you are a general partner:	

Property: List all taxable property owned by you or above partnerships in Jefferson County.

Jefferson County Tax Acct. No.*	Property address or location**

* This is the property amount identification number assigned by the Jefferson County Appraisal District.

** For real property, specify the property address or legal description. For business property, specify the address where the property is located. For example, office equipment will normally be at your office, but inventory may be stored as a warehouse or other location.

REQUIRED FORM
Respondent:
Please complete this form and include with RFQ response submission.

HOUSE BILL 89 VERIFICATION

I, Dr. Sina Nejad, P. E. P. Eng., the undersigned representative of (company or business name) Sigma Engineers, Inc. (heretofore referred to as company) being an adult over the age of eighteen (18) years of age, after being duly sworn by the undersigned notary, do hereby depose and verify under oath that the company named above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270:

1. Does not boycott Israel currently; and
2. Will not boycott Israel during the term of the contract.

Pursuant to Section 2270.002, Texas Government Code:

1. "**Boycott Israel**" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made ordinary business purposes; and

2. "**Company**" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or an limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business association that exist to make a profit.

Signature of Company Representative

09/06/2022
Date

On this 6 day of September, 2022, personally appeared

Dr. Sina Nejad, P. E. P. Eng., the above-named person, who after by me being duly sworn, did swear and confirm that the above is true and correct.

Notary Seal

EMILY TASSIN
Notary Public
STATE OF TEXAS
ID# 133115494
My Comm. Exp. May 21, 2025

Emily Tassin
Notary Signature

09/06/2022
Date

REQUIRED FORM
Respondent:
Please complete this form and include with RFQ response 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.

Sigma Engineers, Inc.

Company Name

RFQ 22-050/MR

IFB/RFP/RFQ number

Certification check performed by:

Purchasing Representative

Date

REQUIRED FORM
Respondent:
Please complete this form and include with RFQ 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 RFQ 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 RFQ, 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 Non-Disclosure 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 Non-Disclosure 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]

Sigma Engineers, Inc.

By: Dr. Sina Nejad, P. E. P. Eng.
Title: President
Date: 09/06/2022

REQUIRED FORM
Respondent:
Please complete this form and include with RFQ response submission.

RESPONDENT'S CERTIFICATION

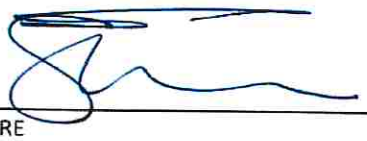
I have carefully examined the Request for Proposal Specifications, and any other documents accompanying or made a part of this Request for Proposals.

I hereby propose to furnish the goods or services specified in the Request for Proposal. I agree that my proposal will remain firm for a period of up to **90 days** in order to allow Jefferson County adequate time to evaluate the qualifications submitted.

I verify that all information contained in this proposal is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this proposal on behalf of the firm as its act and deed and that the firm is ready, willing and able to perform if awarded the contract.

I further certify, under oath, that this proposal is made without prior understanding, agreement, connection, discussion, or collusion with any other person, firm or corporation submitting a proposal for the same product or service: no officer, employee or agent of Jefferson County or any other Respondent is interested in said proposal: and that the undersigned executed this Respondent's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

Sigma Engineers, Inc.
NAME OF BUSINESS

BY: 
SIGNATURE

Dr. Sina Nejad, P. E. P. Eng. President
NAME & TITLE, TYPED OR PRINTED

4099 Calder Avenue
MAILING ADDRESS

Beaumont, TX 77706
CITY, STATE, ZIP CODE

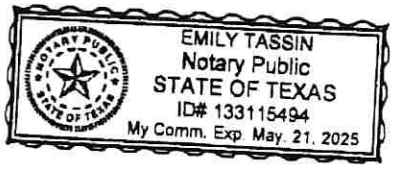
(409) 898-1001
TELEPHONE NUMBER

Sworn to and subscribed before me
this 6th day of
September, 2022

Emily Tassin
Notary Public

State of Texas

My Commission Expires: 05/25



REQUIRED FORM
Respondent:
Please complete this form and include with RFQ response submission.

JEFFERSON COUNTY PURCHASING DEPARTMENT

Deborah L. Clark, Purchasing Agent

1149 Pearl Street
1st Floor, Beaumont, TX 77701

OFFICE MAIN: (409) 835-8593
FAX: (409) 835-8456

August 16, 2022

Request for Statements of Qualifications
(RFQ 22-050/MR) Structural Integrity and Independent Inspection Services for Flood Mitigation Home Elevation, Pursuant to Chapter 262, Texas Local Government Code, the County Purchasing Act and 2 CFR Section 200.318-326.

Jefferson County is seeking submittals from qualified firms to provide professional Structural Integrity and Independent Inspection Services in accordance with Request for Statements of Qualifications (RFQ 22-050/MR) Structural Integrity and Independent Inspection Services for Flood Mitigation Home Elevation, Pursuant to Chapter 262, Texas Local Government Code, the County Purchasing Act and 2 CFR Section 200.318-326.

All interested firms should obtain a "Request for Qualifications" specifications packet from the Jefferson County Purchasing webpage at: https://www.co.jefferson.tx.us/Purchasing/

All submittals shall be evaluated by an Evaluation Committee. This committee will evaluate submissions to this request and select the firm that is most qualified, responsive, and experienced.

Responses are to be sealed and addressed to the Purchasing Agent with the request for qualifications number and name marked on the outside of the envelope or box. All responses shall be submitted with an original and (5) five copies, to the Jefferson County Purchasing Department, 1149 Pearl Street, 1st Floor, Beaumont, Texas 77701, no later than 11:00 am CT, September 7, 2022. Jefferson County does not accept responses submitted electronically. Responses will be publicly opened and the names of responding firms will be read aloud in the Jefferson County Engineering Department Conference Room (5th Floor, Historic Courthouse) 1149 Pearl Street, Beaumont, Texas 77701 at the time and date below. Statements of Qualifications received after that time will be considered late and will be returned unopened. Inquiries shall be directed to Mistey Reeves, Assistant Purchasing Agent at 409-835-8593 or mreeves@co.jefferson.tx.us. If no response in 72 hours, contact Deborah Clark, Purchasing Agent at 409-835-8593 or dclark@co.jefferson.tx.us.

REQUEST NAME:	**Structural Integrity and Independent Inspection Services for Flood Mitigation Home Elevation, Pursuant to Chapter 262, Texas Local Government Code, the County Purchasing Act and 2 CFR Section 200.318-326.**
REQUEST NUMBER:	**RFQ 22-050/MR**
DUE DATE/TIME:	**11:00 am CT, Wednesday, September 7, 2022**
MAIL OR DELIVER TO:	**Jefferson County Purchasing Department** **1149 Pearl Street, 1st Floor** **Beaumont, TX 77701**

Jefferson County encourages Disadvantaged Business Enterprises (DBEs), Minority/Women Business Enterprises (M/WBEs), and Historically Underutilized Businesses (HUBs) to participate in the bidding process. Jefferson County does not discriminate on the basis of race, color, national origin, sex, religion, age or disability in employment, or the provisions of services. Individuals requiring special accommodations are requested to contact our office at least seven (7) days prior to the bid due date (at 409-835-8593) to make appropriate arrangements.

All interested firms are invited to submit a proposal in accordance with the terms and conditions stated in this request.

Respondents are strongly encouraged to carefully read the entire invitation, as failure to return and/or complete all required documentation will result in a response being declared as non-responsive.

Sincerely,

Deborah Clark

Deborah L. Clark, Purchasing Agent
Jefferson County, Texas

PUBLISH:
Beaumont Enterprise & Port Arthur News:
August 17th & 24th, 2022
Enterprise: **August 25, 2022**

TABLE OF CONTENTS

TABLE OF CONTENTS 1
SECTION 1: INTRODUCTION 2
1.1 PURPOSE/SCOPE OF WORK 2
1.2 PROCEDURE 3
1.3 EVALUATION COMMITTEE 3
1.4 EVALUATION PROCESS 3
1.5 FIRM's SERVICES 4
1.6 LAWS AND REGULATIONS 4
1.7 INSURANCE REQUIREMENTS 4
1.8 WORKER'S COMPENSATION INSURANCE 4
1.9 TERMS AND CONDITIONS 6
INSERTION PAGE: CERTIFICATE OF INSURANCE (COI) 7
SECTION 2: RFQ SUBMISSION REQUIREMENTS AND SPECIAL REQUIREMENTS 8
BYRD ANTI-LOBBYING CERTIFICATION FORM 22
DEBARMENT/SUSPENSION CERTIFICATION 23
CIVIL RIGHTS COMPLIANCE PROVISIONS 24
SECTION 3: RFQ SUBMISSION REQUIREMENTS AND SPECIAL REQUIREMENTS 26
3.1 SUBMISSION OF QUALIFICATIONS 26
3.2 DEADLINE FOR RESONSE SUBMISSIONS/DELIVERY 26
3.3 COURTHOUSE SECURITY 26
3.4 COUNTY HOLIDAYS (2022) 27
3.5 SUBMISSIONS DURING TIME OF INCLEMENT WEATHER, DISASTER, OR EMERGENCY 27
3.6 PRE-PROPOSAL CONFERENCE 27
3.7 QUESTIONS/DEADLINE FOR QUESTIONS 27
3.8 VENDOR REGISTRATION: SAM (SYSTEM FOR AWARD MANAGEMENT) 27
3.9 FORM 1295 SUBMISSION REQUIREMENT (TEXAS ETHICS COMMISSION) 28
SAMPLE FORM 1295 29
INSERTION PAGE: COMPLETED FORM 1295 30
INSERTION PAGE: COMPLETED SYSTEM FOR AWARD MANAGEMENT (SAM) REGISTRATION PROOF 31
3.10 MINIMUM REQUIMENTS: FIRM INFORMATION 32
3.11 ADDITIONAL INFORMATION FOR RESPONSE INCLUSION 32
3.12 CONFIDENTIAL/PROPRIETARY INFORMATION 32
3.13 EVALUATION SCORING CRITERIA 33
RESPONDENT INFORMATION FORM 34
VENDOR REFERENCE FORM 35
SIGNATURE PAGE 36
CERTIFICATION REGARDING LOBBYING 37
DISCLOSURE OF LOBBYING ACTIVITIES 38
CONFLICT OF INTEREST QUESTIONNAIRE 40
LOCAL GOVERNMENT OFFICER – CONFLICT OF INTEREST DISCLOSURE STATEMENT (OFFICE USE ONLY) 42
RESIDENCE CERTIFICATION/TAX FORM 43
HOUSE BILL 89 VERIFICATION 44
SENATE BILL 252 CERTIFICATION 45
NON-DISCLOSURE AGREEMENT 46
RESPONDENT'S CERTIFICATION 47

SECTION 1: INTRODUCTION: REQUEST FOR STATEMENTS OF QUALIFICATION (RFQ 22-050/MR) Structural Integrity and Independent Inspection Services for Flood Mitigation Home Elevation, Pursuant to Chapter 262, Texas Local Government Code, the County Purchasing Act and 2 CFR Section 200.318-326.

1.1 PURPOSE/SCOPE OF WORK

Jefferson County is requesting statements of qualifications and experience from all interested Structural Integrity and Independent Inspection Firms desiring to provide professional Inspections for FMA, HMA and BRIC programs for home elevations.

PROJECT DESCRIPTION

Jefferson County is seeking qualified professional services to assist the County in inspecting homes for structural integrity, provide an Inspection Report and provide a Certificate of Occupancy. The County will use funding from FMA, HMA and BRIC programs to carry out these activities.

Structures must be structurally sound a capable of being elevated safely. Prior to homeowner participating in a FMA, HMA and BRIC project to elevate their house, homeowners will need to have a structural integrity assessment and inspection performed by an Independent Structural Engineer that will determine whether a house can be successfully elevated or not. Therefore, Jefferson County intends to enter into a Professional Services Agreement with one (1) or more prime firm(s) to provide services for the following:

- Perform up to 150 structural analyses and onsite inspections to determine if a structure can withstand the stress of being elevated or if better suited to be reconstructed. Inspection services include providing the County and homeowner with an Inspection Report and a Certificate of Occupancy.
    a. The first batch of homes to be assessed and inspected will number four (4). Subsequent batches of homes will be released throughout the upcoming projects. The firm(s) will be issued a Notice to Proceed for each batch of homes.
- Firms are to perform all necessary work on all assigned structural integrity analyses for each batch of homes within a three (3) month period from the Notice to Proceed determined upon award.

SCOPE OF WORK

Engineers will inspect homes prior to homeowner participating in a HGMP project and at the following milestones.

1. Inspect structure after Milestone 2 to ensure that the excavation and tunneling under the home is completed. Milestone 2 includes the following:
    a. Mobilization of equipment
    b. Clearing work
    c. Tunneling completed
    d. Structure is elevated and resting on cribbing completed
    e. Mid-lift EC showing structure is at or above the designated flood elevation. Inspection takes place.
2. Inspect structure after Milestone 3 to ensure that the structure is elevated and self-supporting. Water and sewer have been retrofitted/repaired. An elevation certificate has been submitted to verify compliance with the County's adopted flood ordinance. Milestone 3 includes the following:
    a. Piers and/or post columns are built
    b. New foundation is complete
        i. If foundation type will have CMU block wall – capture photos of posts, piles or columns as needed.
    c. Inspection takes place.
3. Inspect structure after Milestone 4 when all work has been completed. The firm will provide a Final Inspection which will show that the structure has been elevated to the locally compliant Designated Flood Elevation. All permits have been successfully closed out and grant paperwork has been provided as necessary. Communication has

occurred by the inspection firm, who will issue a Certificate of Occupancy, to the homeowner. A Certificate of Occupancy will not be issued until after the final inspection.

MINIMUM REQUIREMENTS

1. Minimum of three (3) years of structural integrity testing, inspection and certificate of occupancy services experience.
2. Minimum of three (3) years firm and firm ownership / key staff experience in structural integrity testing, inspection and certificate of occupancy services experience.
3. Background check, criminal and or affidavit of no suspensions or criminal actions against owners and or company for non-performance of work.

1.2 PROCEDURE.

Firms are encouraged to submit statements of qualifications and experience. The Jefferson County Commissioners' Court will appoint a Selection Review Committee to evaluate qualified responses. Responses will be ranked on the basis of demonstrated experience, competence, and qualifications. Fees, price, work hours, or any other cost information will not be considered in the development of the short list.

Jefferson County will then enter into negotiations with the highest qualified firm. The negotiations will first establish the scope, terms and conditions, and time limits for the proposed contract. Once agreement is reached between Jefferson County and the selected firm, the County will request a fee proposal from the firm. If agreement is reached, the County will retain the firm and enter into a written contract with it. If an agreement cannot be negotiated with the selected firm, the County will then enter into negotiations with the next most qualified firm. This procedure will continue until agreement is reached and a contract is produced. If the County cannot negotiate an agreement, the procedure will be terminated.

1.3 SELECTION REVIEW COMMITTEE.

Because of the diversity of the departments and activities of the County, the Commissioners' Court will appoint the Selection Review Committee for this Request for Qualifications. The Purchasing Agent may appoint a Chairperson and no less than two (2) other members for the committee. Typically, the committee will consist of at least one professional in the task required, a person knowledgeable about procurement practices, and either a representative of the department requesting the project, or the department executing the project. However, this structure is not binding and subject to change at the discretion of the Purchasing Agent. Other members may be appointed to the Evaluation Committee as necessary and appropriate, but the total number of persons committee shall not exceed five (5) persons. Committee appointments shall be in writing and shall briefly describe the scope of the project and, if necessary, the primary disciplines required to accomplish the project in order to assist the committee in developing a list of firms that might best accomplish the work required. Committee membership and project requirements will vary from project to project. Therefore, a firm rated number one for one project could be considered not qualified or ranked lower on another project.

1.4 EVALUATION PROCESS.

While Jefferson County appreciates a brief, straight-forward, and concise reply; Respondent must fully understand that the evaluation is based on the information provided. Accuracy and completeness are essential. Omissions, ambiguous, and equivocal statements may be construed against the respondent. The RFQ response may be incorporated into any contract which results from this RFQ, and vendor(s) are cautioned not to make claims or statements it is not prepared to commit to contractually. Failure of the vendor to meet such claims will result in a requirement that the vendor provide resources necessary to meet submitted claims.

The Jefferson County Purchasing Department may initiate discussions with selected vendors; however, discussions may not be initiated by vendors.

The Jefferson County Purchasing Department expects to conduct discussions with vendor's representatives authorized to contractually obligate the vendor with an offer. **Vendors shall not contact any Jefferson County personnel during the RFQ process without the express permission from the Jefferson County Purchasing Agent. The Purchasing Agent will disqualify any vendor who has made site visits, contacted Jefferson County personnel, or distributed any literature without authorization from the Jefferson County Purchasing Department.**

All correspondence relating to this RFQ, from advertisement to award shall be sent to the Jefferson County Purchasing Department. All presentations and/or meetings between Jefferson County and the vendor relating to this RFQ shall be coordinated by the Jefferson County Purchasing Department.
Selected vendors may be expected to make a presentation/product demonstration to an Evaluation Committee. Proposals, vendor presentations, and product/service evaluations may develop into negotiating sessions with the vendor(s) as selected by the Evaluation Committee. Jefferson County expects to conduct negotiations with vendor representatives authorized to contractually obligate the vendor with an offer. If vendor is unable to agree to contract terms and conditions, Jefferson County reserves the right to terminate contract negotiations with that vendor and initiate negotiations with another vendor. In addition to a presentation, visits by the Evaluation Committee to representative vendor client sites may be conducted where the proposed solution can be demonstrated in a production environment.

1.5 STRUCTURAL INTEGRITY AND INDEPENDENT INSPECTION FIRM's SERVICES.

A. A description of services that may be utilized under this RFQ includes:
1. Structural Integrity Inspection & Report
2. Certificate of Occupancy

1.6 LAWS AND REGULATIONS.

A. The Structural Integrity and Independent Inspection Firm(s) must comply with all laws, ordinances, and rules and regulations which govern the work specified in this contract.

1.7 INSURANCE.

The contractor including any and all subcontractors (as defined in **Section 1.8.1.3** below) shall, at all times during the term of this contract, maintain insurance coverages with not less than the type and requirements shown below. Such insurance is to be provided at the sole cost of the contractor. These requirements do not establish limits of the contractor's liability.

All policies of insurance shall waive all rights of subrogation against the County, its officers, employees and agents; a copy of the policy wording or endorsement is required.

Contractor shall furnish Jefferson County with Certificate of Insurance naming Jefferson County as additional insured and will provide the actual policy wording or endorsement showing as such.

All insurance must be written by an insurer licensed to conduct business in the State of Texas.

Minimum Insurance Requirements:

Public Liability, including Products & Completed Operations	$1,000,000
Excess Liability	$1,000,000

Property Insurance (policy below that is applicable to this project):
Improvements & Betterments Policy: Improvements/Remodeling (for Lease Tenants)
Builder's Risk Policy: Structural Coverage for Construction Projects
Installation Floater Policy: Improvements/Alterations to Existing Structure

Workers' Compensation Statutory Coverage (**See Section 1.8 Below**)

1.8 WORKER'S COMPENSATION INSURANCE.

1.8.1 Definitions:

1.8.1.1 **Certificate of coverage ("Certificate")** – A copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a coverage agreement, DWC-81, DWC-82, DWC-83, or DWC-84 showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.

1.8.1.2 **Duration of the project** – Includes the time from the beginning of the work on the project until the contractor's/person's work on the project has been completed and accepted by the governmental entity.

1.8.1.3 **Persons providing services on the project ("subcontractor") in article 406.096** – Includes all persons or entities performing all or part of the services under the contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractor, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project. "Services" includes, without limitation, providing, hauling or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

1.8.2 The Contractor shall provide coverage, based on proper reporting of classification code and payroll amounts and filing any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the contractor providing services on the project, for the duration of the project.

1.8.3 The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract – refer **to Section 1.7** above.

1.8.4 If the coverage period shown on the Contractor's current certificate of coverage ends during the duration of the project, the Contractor must, prior to the end of the coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been extended.

1.8.5 The Contractor shall obtain from each person providing services on a project, and provide to the governmental entity:

1.8.5.1 A certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project; and

1.8.5.2 No later than seven (7) days after receipt by the Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate ends during the duration of the project.

1.8.6 The Contractor shall retain all required certificates of coverage for the duration of the project and for one (1) year thereafter.

1.8.7 The Contractor shall notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.

1.8.8 The Contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Department of Workers' Compensation, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.

1.8.9 The Contractor shall contractually require each person with whom it contracts to provide services on a project to:

1.8.9.1 Provide coverage, based on reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all its employees providing services on the project, for the duration of the project.

1.8.9.2 Provide to the Contractor, prior to that person beginning work on the project a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project.

1.8.9.3 Provide the Contractor, prior to the end of coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.

1.8.9.4 Obtain from each person with whom it contracts, and provide to the Contractor:

1.8.9.4.1 A certificate of coverage, prior to the other person beginning work on the project; and

1.8.9.4.2 the coverage period, if the coverage period shown on the current certificate of a new certificate of coverage showing extension of coverage, prior to the end of coverage ends during the duration of the project.

1.8.9.5 Retain all required certificates of coverage on file for the duration of the project and for one (1) year thereafter.

1.8.9.6 Notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and

1.8.9.7 Contractually require each person with whom it contracts to perform as required by paragraphs **1.8.1. – 1.8.7**., with the certificates of coverage to be provided to the person for whom they are providing services.

1.8.10 By signing this contract or providing or causing to be provided a certificate of coverage, the Contractor is representing to the governmental entity that all employees of the contractor who will provide services of the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

1.8.11 The Contractor's failure to comply with any of these provisions is a breach of contract by the Contractor which entitles the governmental entity to declare the contract void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the governmental entity.

1.9 TERMS AND CONDITIONS.

1. Jefferson County reserves the right to request clarification of information submitted and to request additional information of one or more respondents.
2. Any agreement or contract resulting from this RFQ shall be on forms approved by Jefferson County and shall contain, at minimum, applicable provisions of this document. Jefferson County reserves the right to reject any agreement that does not conform to this document and any County requirements and contracts.
3. The Structural Integrity and Independent Inspection Firm shall not assign any interest in the contract and shall not transfer any interest in the same without prior written consent of the County.
4. No reports, information, or data given to or prepared by the Structural Integrity and Independent Inspection Firm under contract shall be made available to any individual or organization by the Structural integrity and Independent Inspection Firm without the prior written approval of the County.

RESPONDENT: INSERT COPY OF CERTIFICATE OF INSURANCE (COI) BEHIND THIS PAGE.

Note: For RFQ response submission purposes, a general COI will suffice. However, a COI that includes the notation that "Jefferson County as an additional insured" will be required from Awarded Respondent(s) prior to the issuance of a Purchase Order.

SECTION 2: FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) MANDATED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY UNDER FEDERAL AWARDS REQUIRED BY 2 C.F.R. §200.326 APPENDIX II TO 2 CFR §200

(REVISED JUNE 2022)

REMEDIES

(For all awarded contracts with a value greater than $150,000.00)

Any violation or breach of terms of this contract on the part of the Contractor or the Contractor's subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this contract. The duties and obligations imposed by the contract documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. Any violation or breach of terms of this contract of the Contractor or the Contractor's sub-contractors will be subject to the remedies, including liquidated damages, described in the bid specifications or Request for Proposal and the Client rules and regulations and special conditions which are incorporated herein by reference in their entirety.

TERMINATION FOR CAUSE AND CONVENIENCE

(For all awarded contracts with a value greater than $10,000.00)

The Client reserves the right to terminate this contract for cause or convenience pursuant to the rules and regulations and special conditions which are incorporated herein by reference in their entirety.

EQUAL EMPLOYMENT OPPORTUNITY

(For all awarded contracts that meet the definition of "federally assisted construction contract" provided in 41 CFR Part 60-1.3) ***Contractor must complete enclosed certification***

During the performance of this contract, the contractor agrees as follows:

1. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:
Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this non-discrimination clause.

2. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

3. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

4. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

6. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

7. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

8. The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

DAVIS-BACON ACT AND COPELAND "ANTI-KICKBACK" ACT

(The Davis-Bacon Act only applies to the Emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant Program. It DOES NOT apply to other FEMA grant and cooperative agreement programs, including the Public Assistance Program.

1. ***Minimum wages.***

   i. All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 193 7 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at

time of payment computed at rates not less than those contained in the wage dete1mination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1 (b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(l)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in §5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided,* that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(l)(ii) of this section) and the Davis Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

ii. (A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination, and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

2) The classification is utilized in the area by the construction industry; and

3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions , including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D)The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(l)(ii) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

i. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

ii. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided,* That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account asset for the meeting of

obligations under the plan or program.

2. ***Withholding.***

The Federal Agency and/or Client shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 193 7 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the (Agency) may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. ***Payrolls and basic records.***

i. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section I (b) (2) (B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(l)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section l(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

ii. (A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the federal agency if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to the federal agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee *(e.g.,* the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at *http://www.dol.gov/esa/whd(forms/wh347instr.htm* or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the federal agency if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit them to the applicant, sponsor, or owner, as the case may be, for transmission to the federal agency, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, sponsor, or owner). (B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

1) That the payroll for the payroll period contains the information required to be provided under §5.5 (a) (3) (ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5

(a) (3) (i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

i. The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section section available for inspection, copying, or transcription by authorized representatives of the federal agency or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. ***Apprentices and trainees.***

i. ***Apprentices.*** Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractors registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

ii. ***Trainees.*** Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted

under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

iii. ***Equal employment opportunity.*** The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

5. ***Compliance with Copeland Act requirements.***

The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

6. ***Subcontracts.***

The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a) (l) through (10) and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

7. ***Contract termination: debarment.***

A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. ***Compliance with Davis-Bacon and Related Act requirements.***

All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. ***Breach.***

A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

10. ***Disputes concerning labor standards.***

Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

11. ***Certification of eligibility.***

1) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis Bacon Act or 29 CFR 5.12(a)(l).

2) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(l).

3) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

(For all awarded contracts related to "mechanics and laborers" with a value greater than $100,000.00)

1) **Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
2) **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of $27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.
3) **Withholding for unpaid wages and liquidated damages.** The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.
4) **Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT

(This requirement **does not apply** to the Public Assistance, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households - Other Needs Assistance Grant Program, as FEMA awards under these programs do not meet the definition of "funding agreement." If FEMA federal award meets definition of "funding agreement" under 37 CFR §401.2(a), for all awarded contracts related to experimental, developmental, or research work type contracts)

(a) Definitions

(1) *Invention* means any invention or discovery which is or may be patentable or otherwise protectable under Title 35 of the United States Code, or any novel variety of *et seq.)*.
(2) *Subject invention* means any invention of the *contractor* conceived or first actually reduced to practice in the performance of work under this *contract,* provided that in the case of a variety of plant, the date of determination (as defined in section 41(d) of the Plant Variety Protection Act, 7 U.S.C. 240l (d)) must also occur during the period of *contract* performance.
(3) *Practical Application* means to manufacture in the case of a composition or product, to practice in the case of a process or method, or to operate in the case of a machine or system; and, in each case, under such conditions as to establish that the invention is being utilized and that its benefits are, to the extent permitted by law or government regulations, available to the public on reasonable terms.
(4) *Made* when used in relation to any invention means the conception or first actual reduction to practice of such invention.
(5) *Small Business Firm* means a small business concern as defined at section 2 of Pub. L. 85-536 (15 U.S.C. 632) and implementing regulations of the Administrator of the Small Business Administration. For the purpose of this clause, the size standards for small business concerns involved in government procurement and

subcontracting at 13 CFR 121.3-8 and 13 CFR 121.3- 12, respectively, will be used.

(6) *Nonprofit Organization* means a university or other institution of higher education or an organization of the type described in section 501 (c) {3) of the Internal Revenue Code of 1954 (26 U.S.C. 501(c) and exempt from taxation under section 501(a) of the Internal Revenue Code (25 U.S.C. 501(a)) or any nonprofit scientific or educational organization qualified under a state nonprofit organization statute.

(b) Allocation of Principal Rights

The *Contractor* may retain the entire right, title, and interest throughout the world to each subject invention subject to the provisions of this clause and 35 U.S.C. 203. With respect to any subject invention in which the *Contractor* retains title, the Federal government shall have a nonexclusive, non-transferable, irrevocable, paid-up license to practice or have practiced for or on behalf of the United States the subject invention throughout the world.

(c) Invention Disclosure, Election of Title and Filing of Patent Application by *Contractor*

(1) The *contractor* will disclose each subject invention to the *Federal Agency* within two months after the inventor discloses it in writing to *contractor* personnel responsible for patent matters. The disclosure to the agency shall be in the form of a written report and shall identify the *contract* under which the invention was made and the inventor(s). It shall be sufficiently complete in technical detail to convey a clear understanding to the extent known at the time of the disclosure, of the nature, purpose, operation, and the physical, chemical, biological or electrical characteristics of the invention. The disclosure shall also identify any publication, on sale or public use of the invention and whether a manuscript describing the invention has been submitted for publication and, if so, whether it has been accepted for publication at the time of disclosure. In addition, after disclosure to the *agency,* the *Contractor* will promptly notify the *agency* of the acceptance of any manuscript describing the invention for publication or of any on sale or public use planned by the *contractor.*

(2) The *Contractor* will elect in writing whether or not to retain title to any such invention by notifying the *Federal agency* within two years of disclosure to the *Federal agency.* However, in any case where publication, on sale or public use has initiated the one-year statutory period wherein valid patent protection can still be obtained in the United States, the period for election of title may be shortened by the *agency* to a date that is no more than 60 days prior to the end of the statutory period.

(3) The *contractor* will file its initial patent application on a subject invention to which it elects to retain title within one year after election of title or, if earlier, prior to the end of any statutory period wherein valid patent protection can be obtained in the United States after a publication, on sale, or public use. The *contractor* will file patent applications in additional countries or international patent offices within either ten months of the corresponding initial patent application or six months from the date permission is granted by the Commissioner of Patents and Trademarks to file foreign patent applications where such filing has been prohibited by a Secrecy Order.

(4) Requests for extension of the time for disclosure, election, and filing under subparagraphs (1), (2), and (3) may, at the discretion of the *agency,* be granted.

(d) Conditions When the Government May Obtain Title

The *contractor* will convey to the *Federal agency,* upon written request, title to any subject invention-

(1) If the *contractor* fails to disclose or elect title to the subject invention within the times specified in (c), above, or elects not to retain title; provided that the *agency* may only request title within 60 days after learning of the failure of the *contractor* to disclose or elect within the specified times.

(2) In those countries in which the *contractor* fails to file patent applications within the times specified in (c) above; provided, however, that if the *contractor* has filed a patent application in a country after the times specified in (c) above, but prior to its receipt of the written request of the *Federal agency,* the *contractor* shall continue to retain title in that country.

(3) In any country in which the *contractor* decides not to continue the prosecution of any application for, to pay the maintenance fees on, or defend in reexamination or opposition proceeding on, a patent on a subject invention.

(e) Minimum Rights to *Contractor* and Protection of the *Contractor* Right to File

(1) The *contractor* will retain a nonexclusive royalty-free license throughout the world in each subject invention to which the Government obtains title, except if the *contractor* fails to disclose the invention within the times specified in (c), above. The *contractor's* license extends to its domestic subsidiary and affiliates, if any, within the corporate structure of which the *contractor* is a party and includes the right to grant sublicenses of the same scope to the extent the *contractor* was legally obligated to do so at the time the *contract* was awarded. The license is transferable only with the approval of the *Federal* to which the invention pertains.

(2) The *contractor's* domestic license may be revoked or modified by the *funding Federal agency* to the extent necessary to achieve expeditious practical application of the subject invention pursuant to an application for an exclusive license submitted in accordance with applicable provisions at 37 CFR part 404 and *agency* licensing regulations (if any). This license will not be revoked in that field of use or the geographical areas in which the *contractor* has achieved practical application and continues to make the benefits of the invention reasonably accessible to the public. The license in any foreign country may be revoked or modified at the discretion of the *funding Federal agency* to the extent the *contractor,* its licensees, or the domestic subsidiaries or affiliates have failed to achieve practical application in that foreign country.

(3) Before revocation or modification of the license, the *funding Federal agency* will furnish the *contractor* a written notice of its intention to revoke or modify the license, and the *contractor* will be allowed thirty days (or such other time as may be authorized by the *funding Federal agency* for good cause shown by the *contractor)* after the notice to show cause why the license should not be revoked or modified. The *contractor* has the right to appeal, in accordance with applicable regulations in 37 CFR part 404 and *agency* regulations (if any) concerning the licensing of Government-owned inventions, any decision concerning the revocation or modification of the license.

(f) *Contractor* Action to Protect the Government's Interest

(1) The *contractor* agrees to execute or to have executed and promptly deliver to the *Federal agency* all instruments necessary to

(i) establish or confirm the rights the Government has throughout the world in those subject inventions to which the *contractor* elects to retain title, and

(ii) convey title to the *Federal agency* when requested under paragraph (d) above and to enable the government to obtain patent protection throughout the world in that subject invention.

(2) The *contractor* agrees to require, by written agreement, its employees, other than clerical and nontechnical employees, to disclose promptly in writing to personnel identified as responsible for the administration of patent matters and in a format suggested by the *contractor* each subject invention made under *contract* in order that the *contractor* can comply with the disclosure provisions of paragraph (c), above, and to execute all papers necessary to file patent applications on subject inventions and to establish the government's rights in the subject inventions. This disclosure format should require, as a minimum, the information required by (c) (l), above. The *contractor* shall instruct such employees through employee agreements or other suitable educational programs on the importance of reporting inventions in sufficient time to permit the filing of patent applications prior to U.S. or foreign statutory bars.

(3) The *contractor* will notify the *Federal agency* of any decisions not to continue the prosecution of a patent application, pay maintenance fees, or defend in a reexamination or opposition proceeding on a patent, in any country, not less than thirty days before the expiration of the response period required by the relevant patent office.

(4) The *contractor* agrees to include, within the specification of any United States patent applications and any patent issuing thereon covering a subject invention, the following statement, "This invention was made with government support under (identify the *contract)* awarded by (identify the Federal agency). The government has certain rights in the invention."

(g) Subcontracts

(1) The *contractor* will include this clause, suitably modified to identify the parties, in all subcontracts, regardless of tier, for experimental, developmental or research work. The subcontractor will retain all rights provided for the *contractor* in this clause, and the *contractor* will not, as part of the consideration for awarding the subcontract, obtain rights in the subcontractor's subject inventions.

(2) In the case of subcontracts, at any tier, when the prime award with the Federal agency was a contract (but

not a grant or cooperative agreement), the *agency,* subcontractor, and the contractor agree that the mutual obligations of the parties created by this clause constitute a contract between the subcontractor and the Federal agency with respect to the matters covered by the clause; provided, however, that nothing in this paragraph is intended to confer any jurisdiction under the Contract Disputes Act in connection with proceedings under paragraph (i) of this clause.

(h) Reporting on Utilization of Subject Inventions

The *Contractor* agrees to submit on request periodic reports no more frequently than annually on the utilization of a subject invention or on efforts at obtaining such utilization that are being made by the *contractor* or its licensees or assignees. Such reports shall include information regarding the status of development, date of first commercial sale or use, gross royalties received by the contractor, and such other data and information as the *agency* may reasonably specify. The *contractor* also agrees to provide additional reports as may be requested by the *agency* in connection with any march-in proceeding undertaken by the *agency* in accordance with paragraph (i) of this clause. As required by 35 U.S.C. 202(c) (5), the *agency* agrees it will not disclose such information to persons outside the government without permission of the *contractor.*

(i) Preference for United States Industry

Notwithstanding any other provision of this clause, the *contractor* agrees that neither it nor any assignee will grant to any person the exclusive right to use or sell any subject inventions in the United States unless such person agrees that any products embodying the subject invention or produced through the use of the subject invention will be manufactured substantially in the United States. However, in individual cases, the requirement for such an agreement may be waived by the *Federal agency* upon a showing by the *contractor* or its assignee that reasonable but unsuccessful efforts have been made to grant licenses on similar terms to potential licensees that would be likely to manufacture substantially in the United States or that under the circumstances domestic manufacture is not commercially feasible.

(j) March-in Rights

The *contractor* agrees that with respect to any subject invention in which it has acquired title, the *Federal agency* has the right in accordance with the procedures in 37 CFR 401.6 and any supplemental regulations of the *agency* to require the *contractor,* an assignee or exclusive licensee of a subject invention to grant a nonexclusive, partially exclusive, or exclusive license in any field of use to a responsible applicant or applicants, upon terms that are reasonable under the circumstances, and if the *contractor,* assignee, or exclusive licensee refuses such a request the *Federal agency* has the right to grant such a license itself if the *Federal agency* determines that:

(1) Such action is necessary because the *contractor* or assignee has not taken or is not expected to take within a reasonable time, effective steps to achieve practical application of the subject invention in such field of use.

(2) Such action is necessary to alleviate health or safety needs which are not reasonably satisfied by the *contractor,* assignee or their licensees;

(3) Such action is necessary to meet requirements for public use specified by Federal regulations and such requirements are not reasonably satisfied by the *contractor,* assignee or licensees; or

(4) Such action is necessary because the agreement required by paragraph (i) of this clause has not been obtained or waived or because a licensee of the exclusive right to use or sell any subject invention in the United States is in breach of such agreement.

(k)Special Provisions for *Contracts* with Nonprofit Organizations If the *contractor* is a nonprofit organization, it agrees that:

(1) Rights to a subject invention in the United States may not be assigned without the approval of the *Federal agency,* except where such assignment is made to an organization which has as one of its primary functions the management of inventions, provided that such assignee will be subject to the same provisions as the *contractor;*

(2) The *contractor* will share royalties collected on a subject invention with the inventor, including Federal employee co-inventors (when the agency deems it appropriate) when the subject invention is assigned in accordance with 35 U.S.C. 202(e) and 37 CFR 401.10;

(3) The balance of any royalties or income earned by the *contractor* with respect to subject inventions, after payment of expenses (including payments to inventors) incidental to the administration of subject inventions, will be utilized for the support of scientific research or education; and

(4) It will make efforts that are reasonable under the circumstances to attract licensees of subject invention that are small business firms and that it will give a preference to a small business firm when licensing a subject invention if the *contractor* determines that the small business firm has a plan or proposal for marketing the

invention which, if executed, is equally as likely to bring the invention to practical application as any plans or proposals from applicants that are not small business firms; provided, that the *contractor* is also satisfied that the small business firm has the capability and resources to carry out its plan or proposal. The decision whether to give a preference in any specific case will be at the discretion of the *contractor.* However, the *contractor* agrees that the Secretary applicants, and the *contractor* will negotiate changes to its licensing policies, procedures, or practices with the Secretary when the Secretary's review discloses that the *contractor* could take reasonable steps to implement more effectively the requirements of this paragraph (k)(4).

(l) Communication

Any communications to be given hereunder by either party to the other shall be deemed to be duly given if set forth in writing and personally delivered or sent by mail, registered or certified, postage prepaid with return receipt requested, as follows:

_____

_____

_____

_____

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
Respondent:
Please complete this form and include with RFQ response submission.

DEBARMENT/SUSPENSION CERTIFICATION

Non-Federal entities and contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, Debarment and Suspension (1986) and Executive Order 12689, Debarment and Suspension (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (No procurement Debarment and Suspension).

This requirement applies to all FEMA grant and cooperative agreement programs.

Federal Executive Order (E .O.) 12549 "Debarment" requires that all contractors receiving individual awards, using federal funds, and all sub recipients certify that the organization and its principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from doing business with the Federal Government. By signing this document, you certify that your organization and its principals are not debarred. Failure to comply or attempts to edit this language may disqualify your bid. Information on debarment is available at the following websites: www.sam.gov and https://acguisition.qov/far/index.html see section 52.209-6.

The Contractor _____ 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
Respondent:
Please complete this form and include with RFQ response 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
Respondent:
Please complete this form and include with RFQ response submission.

SECTION 3: RFQ SUBMISSION INSTRUCTIONS AND SPECIAL REQUIREMENTS

The following requirements and instructions **supersede** General Requirements where applicable.

3.1 SUBMISSION OF QUALIFICATIONS.

Each Respondent shall ensure that required parts of the RFQ response are completed with accuracy and submitted as per the requirements within this specifications packet, including any addenda.

Responses must be submitted in complete original form by mail or messenger to the following address:

Jefferson County Purchasing Department
1149 Pearl Street, 1st Floor
Beaumont, TX 77701

Respondent shall submit response in a tightly sealed opaque envelope or box, plainly marked "SEALED RFQ RESPONSE." The outside of the envelope of box shall also include the RFQ Number, RFQ Name, RFQ Due Date, and the Respondent's Name and Address; and shall be addressed to the Purchasing Agent.

The County requests that response submissions NOT be bound by staples or glued spines.

Respondent is responsible for submitting: One (1) original and five (5) response copies; with all copies to include a completed copy of this specifications packet, in its entirety.

Respondent shall monitor the Jefferson County Purchasing Department Website for any addenda, additional instructions, or RFQ updates. https://www.co.jefferson.tx.us/Purchasing/

Failure to return and/or complete all required documentation will result in a response being declared as non-responsive.

3.2 DEADLINE FOR RESPONSE SUBMISSIONS/DELIVERY.

All submissions must be received by 11:00 am CT, Wednesday, September 7, 2022.

RFQ responses will be accepted at the above address until the time and date specified herein, and immediately after will be publicly opened and read aloud.

Late responses will not be accepted and will be returned unopened to the Respondent.

Jefferson County will not accept any responsibility for responses being delivered by third party carriers.

Jefferson County shall not be responsible for any effort or cost expended in the preparation of a response to this RFQ.

All responses submitted in response to this invitation shall become the property of Jefferson County and will be a matter of public record available for review.

All protests should be coordinated through the Purchasing Office prior to award recommendation to Commissioners' Court.

Please direct questions to **Mistey Reeves, Assistant Purchasing Agent** at 409-835-8593 or e-mail at: mreeves@co.jefferson.tx.us. If no response in 72 hours, contact **Deborah Clark, Purchasing Agent** at 409-835-8593 or email at: dclark@co.jefferson.tx.us.

3.3 COURTHOUSE SECURITY.

All visitors to the Courthouse must pass through Security. Respondents planning to hand deliver 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.

3.4 COUNTY HOLIDAYS (2022).

January 17, 2022	Martin Luther King, Jr. Day	Monday
February 21, 2022	President's Day	Monday
April 15, 2022	Good Friday	Friday
May 30, 2022	Memorial Day	Monday
July 4, 2022	Independence Day	Monday
September 5, 2022	Labor Day	Monday
November 11, 2022	Veteran's Day	Friday
November 24 & 25, 2022	Thanksgiving	Thursday & Friday
December 23 & 26, 2022	Christmas	Friday & Monday
January 2, 2023	New Year's	Monday

3.5 SUBMISSIONS DURING TIME OF INCLEMENT WEATHER, DISASTER, OR EMERGENCY.

In case of inclement weather or any other unforeseen event causing the County to close for business on the date of a bid/proposal/statement of qualifications submission deadline, the RFQ closing will automatically be postponed until the next business day that County offices are open to the public. Should inclement weather conditions or any other unforeseen event cause delays in courier service operations, the County may issue an addendum to all known vendors interested in the project to extend the deadline. It will be the responsibility of the vendor to notify the county of their interest in the project should these conditions impact their ability to submit a bid/proposal/statement of qualifications submission before the stated deadline. The County reserves the right to make the final judgement call to extend any deadline.

Should an emergency or unanticipated event interrupt normal County processes, and bid/proposal/statement of qualifications submissions cannot be received by the Jefferson County Purchasing Department's office by the exact time specified in the RFQ and urgent County requirements preclude amendment to the RFQ, the time specified for receipt of Statements of Qualifications will be deemed to be extended to the same time of day specified in the solicitation on the first business day on which normal County processes resume.

Proposals will be opened publicly in a manner to avoid public disclosure of contents; however, only names of Proposers will be read aloud.

3.6 PRE-PROPOSAL CONFERENCE.

Due to the nature of this Request for Proposals, a Pre-Proposal Conference will not be held for this project.

3.7 QUESTIONS/DEADLINE FOR QUESTIONS.

Questions may be emailed to **Mistey Reeves, Assistant Purchasing Agent** at: mreeves@co.jefferson.tx.us or faxed at: 409-835-8456. If no response in 72 hours, contact **Deborah Clark, Purchasing Agent** at dclark@co.jefferson.tx.us or faxed at: 409-835-8456.

The Deadline for asking questions or requesting additional information (in writing) is 5:00 pm, CT, August 31, 2022.

3.8 VENDOR REGISTRATION: SAM (SYSTEM FOR AWARD MANAGEMENT).

Vendors doing business with Jefferson County are **required** to be registered with The System for Award Management (SAM), with an "active" status. The System for Award Management (SAM) is the Official U.S. Government system that consolidated the capabilities of CCR/FedReg, ORCA, and EPLS. There is NO fee to register for this site. Entities may register at no cost directly from the SAM website at: https://www.sam.gov

In instances where a vendor has either an "Inactive" SAM Registration or is not currently registered with the System for Award Management, the Purchasing Department may *initially* accept proof (printout from the SAM website) that

the vendor has begun the registration process in order for the IFB/RFQ/RFQ submission to be considered as "responsive" to the specifications for the project.

However, the SAM Registration must be completed (showing "active" status, with no exclusions) prior to the award and/or execution of an agreement or contract for the project.

3.9 FORM 1295 SUBMISSION REQUIREMENT (TEXAS ETHICS COMMISSION).

ALL NON-EXEMPT RESPONDENTS ARE REQUIRED TO SUBMIT COMPLETED FORM 1295 WITH RFQ RESPONSE SUBMISSION.

INSTRUCTIONS:

(1) Submit a FORM 1295 online via the Texas Ethics Commission website link below.
Vendors must enter the required information on Form 1295, and print a copy of the completed form.
The form will include a certification of filing that will contain a unique certification number.

2. Submit a FORM 1295 hard copy (completed & signed by an Authorized Agent of the Awarded Vendor), to the Jefferson County Purchasing Department WITH RFQ SUBMISSION.

FORM 1295, Completion Instructions, and Login Instructions are available via the Texas Ethics Commission Website at: https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

SAMPLE: A sample of a completed FORM 1295 is included on page 29.

FORM 1295 Implementation Background:

In accordance with House Bill 1295 (passed January 1, 2016), Vendors entering into contracts and professional agreements with Jefferson County will be required to complete a Certificate of Interested Parties (FORM 1295), **unless contract is considered exempt as described below.**

In 2017, the Texas legislature amended the law to require Form 1295 to include an "unsworn declaration" which includes, among other things, the date of birth and address of the authorized representative signing the form. The unsworn declaration, including the date of birth and address of the signatory, replaces the notary requirement that applied to contracts entered into before January 1, 2018. The TEC filing application does not capture the date of birth or street address of the signatory and it will not appear on forms that are filed using the TEC filing application.

Changes to the law requiring certain businesses to file a Form 1295 are in effect for contracts entered into or amended on or after January 1, 2018. The changes exempt businesses from filing a Form 1295 for certain types of contracts and replace the need for a completed Form 1295 to be notarized. Instead, the person filing a 1295 needs to complete an "unsworn declaration."

FORM 1295 EXEMPTIONS:

What type of contracts are exempt from the Form 1295 filing requirement under the amended law?

The amended law adds to the list of types of contract exempt from the Form 1295 filing requirement.

A completed Form 1295 is not required for:

- a sponsored research contract of an institution of higher education
- an interagency contract of a state agency or an institution of higher education
- a contract related to health and human services if: the value of the contract cannot be determined at the time the contract is executed; and o any qualified vendor is eligible for the contract
- a contract with a publicly traded business entity, including a wholly owned subsidiary of the business entity
- a contract with an electric utility, as that term is defined by Section 31.002, Utilities Code
- a contract with a gas utility, as that term is defined by Section 121.001, Utilities Code

SAMPLE FORM 1295

CERTIFICATE OF INTERESTED PARTIES — FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

YOUR FIRM NAME HERE

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

**JEFFERSON COUNTY, TEXAS*

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

BID/CONTRACT/PO NUMBER GOES HERE

4 Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
		Controlling	Intermediary
NAME OF PERSON/PERSONS THAT OWN BUSINESS GOES HERE. MUST LIST ANY PERSON THAT DOES NOT WORK FOR THE COMPANY LISTED IN #1 THAT WILL PROFIT FROM THE BID/CONTRACT/PO			

5 Check only if there is NO Interested Party. ☐ **ONLY CHECK IF NO CONTROLLING OR INTERMEDIARY PARTY**

6 UNSWORN DECLARATION — Vendor is to complete #6 - Unsworn Declaration

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____ County, State of _____, on the _____ day of _____, 20_____.
(month) (year)

_____
Signature of authorized agent of contracting business entity
(Declarant)

ADD ADDITIONAL PAGES AS NECESSARY

Form provided by Texas Ethics Commission www.ethics.state.tx.us Revised 12/22/2017

Must file online at www.ethics.state.tx.us/File

RESPONDENT: INSERT COMPLETED FORM 1295 BEHIND THIS PAGE.

RESPONDENT: INSERT PROOF OF SYSTEM FOR AWARD MANAGEMENT (SAM) REGISTRATION PROOF BEHIND THIS PAGE.

SECTION 3 (CONTINUED): SPECIAL REQUIREMENTS/RFQ SUBMISSION INSTRUCTIONS

3.10 MINIMUM REQUIREMENTS: FIRM INFORMATION TO BE INCLUDED IN RESPONSE.

Firms desiring to be considered for Structural Integrity and Independent Inspection Firms for Jefferson County are required to submit a Statement of Qualifications and Experience in order to be considered for contracts under this procedure. Only firms with statements submitted in response to this Request for Qualifications will be evaluated. The statement should contain, at a minimum, the following:

1. Name of the firm wishing to contract with the County.
2. Firm's local address.
3. Firm's corporate or main office address.
4. Number of years the firm has been in business.
5. Names, qualifications, and experience of professional staff who would be assigned to Jefferson County.
6. Firm's organization chart.
7. Biographies or resumes, including home office location and other relevant information, for each key staff member likely to be assigned to a project.
8. Names, titles, address, and telephone numbers of persons who are authorized to negotiate for and contractually bind the firm. One of these persons should sign the response. A contact must be named for addressing questions generated during the evaluation process.
9. A description of representative work accomplished for all jobs within the past five (5) years.
10. Provide a detailed summary of the firm's experience in providing the kinds of services specified in this RFQ to governmental entities.
11. Provide evidence that you understand and comply with TWIA requirements. Include any applicable licenses.
12. Related experience in federally funded projects and the specific project type referenced in the RFQ.
13. Firm must demonstrate an understanding of the requirements to remain in compliance in administering a federal funded project (FEMA/HUD). All elevations shall be completed in accordance with the Hazard Mitigation Assistance Guidance document and the Elevation Certificate and Instructional Guidelines, therefore, knowledge of these guidelines is essential.
14. Describe reasons why the firm would be uniquely qualified to provide Structural Integrity and Independent Inspection services to Jefferson County.
15. Technical approach: The firms' understanding of the scope of work and a description of how it would be performed.
16. Describe any unique services offered by your firm.
17. A list of references, other than Jefferson County, who have contracted the types of work the firm, is offering to perform. A reference form is included on Page 35 of this package.

3.11 ADDITIONAL INFORMATION TO BE INCLUDED IN RESPONSE.

1. Provide a listing of all current litigation(s), outstanding judgements and liens affecting the firm.

3.12 CONFIDENTIAL/PROPRIETARY INFORMATION.

If any material in the Statement of Qualifications is considered by Respondent to be confidential or proprietary information (including manufacturing and/or design processes exclusive to the Respondent), Respondent **must** clearly mark the applicable pages of Respondent's Statement of Qualifications to indicate each claim of confidentiality. Additionally, Respondent must include a statement on company letterhead identifying all Statement of Qualifications section(s) and page(s) that have been marked as confidential. Jefferson County will protect from public disclosure such portions of a Statement of Qualifications, unless directed otherwise by legal authority, including existing open records acts. Merely making a blanket claim that the entire Statement of Qualifications submission is protected from disclosure because it contains some proprietary information is not acceptable, and will make the entire Statement of Qualifications subject to release under the Texas Public Information Act.

By submitting a Statement of Qualifications, Respondent agrees to reproduction by Jefferson County, without cost or liability, of any copyrighted portions of Respondent's Statement of Qualifications submission or other information submitted by Respondent.

3.13 EVALUATION SCORING CRITERIA FOR RFQ RESPONSES

The appointed Evaluation Committee will consider the following criteria in evaluating responses:

Technical Approach..... 20 Points
Firm Experience, Stability and References.....40 Points
Workload Capacity.....10 Points
Professional Qualifications and Individual Experience.....30 Points

RESPONDENT INFORMATION FORM

Instructions: Complete the form below. Please provide legible, accurate, and complete contact information. PLEASE PRINT.

RFQ Number & Name: (RFQ 22-050/MR) Structural Integrity and Independent Inspection Services for Flood Mitigation Home Elevation

Respondent's Company/Business Name: _____

Respondent's TAX ID Number: _____

If Applicable: **HUB Vendor No.** _____ **DBE Vendor No.** _____

Contact Person: _____ **Title:** _____

Phone Number (with area code): _____

Alternate Phone Number if available (with area code): _____

Fax Number (with area code): _____

Email Address: _____

Mailing Address (Please provide a physical address for bid bond return, if applicable):

_____
Address

_____
City, State, Zip Code

REQUIRED FORM
Respondent:
Please complete this form and include with RFQ response submission.

VENDOR REFERENCES FORM

Respondent: Please list at least three (3) companies or governmental agencies (preferably a municipality) where the same or similar products and/or services as contained in this specification package were recently provided.

REQUIRED FORM
Respondent: Please complete this form and include with RFQ submission.

REFERENCE ONE

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ Fax: _____

Email Address: _____ Contract Period: _____

Scope of Work: _____

REFERENCE TWO

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ Fax: _____

Email Address: Contract Period: _____

Scope of Work: _____

REFERENCE THREE

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ Fax: _____

Email Address: Contract Period: _____

Scope of Work: _____

SIGNATURE PAGE

As permitted under Article 4413 (32c) V.A.C.S., other governmental entities may wish to participate under the same terms and conditions contained in this contract (i.e., piggyback). In the event any other entity participates, all purchase orders will be issued directly from and shipped directly to the entity requiring supplies/services. Jefferson County shall not be held responsible for any orders placed, deliveries made or payment for supplies/services ordered by another entity. Each entity reserves the right to determine their participation in this contract.

Would Respondent be willing to allow other governmental entities to piggyback off this contract, if awarded, under the same terms and conditions?..... **Yes** ☐ **No** ☐

This Statement of Qualifications/RFQ Response shall remain in effect for ninety (90) days from RFQ opening and shall be exclusive of federal excise and state and local sales tax (exempt).

The undersigned agrees, if this RFQ response is accepted, to furnish any and all items upon which prices are offered, at the price and upon the terms and conditions contained in the Request for Statements of Qualification, Conditions of RFQ Response, Terms of Contract, and Specifications and all other items made a part of the accepted contract.

The undersigned affirms that they are duly authorized to execute the contract, that this company, corporation, firm, partnership or individual has not prepared this RFQ response in collusion with any other Respondent, and that the contents of this RFQ response as to prices, terms or conditions of said response have not been communicated by the undersigned nor by any employee or agent to any other RFQ Respondent or to any other person(s) engaged in this type of business prior to the official opening of this RFQ. And further, that neither the Respondent nor their employees nor agents have been for the past six (6) months directly nor indirectly concerned in any pool or agreement or combination to control the price of goods or services on, nor to influence any person to respond or not to respond thereon.

RFQ Respondent (Entity Name)	Signature
Street & Mailing Address	Print Name
City, State & Zip	Date Signed
Telephone Number	Fax Number
E-mail Address	

REQUIRED FORM
Respondent:
Please complete this form and include with RFQ response submission.

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The Contractor, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

_____

Signature of Contractor's Authorized Official

_____

Name and Title of Contractor's Authorized Official *(Please Print)*

_____

Date

REQUIRED FORM
Respondent:
Please complete this form and include with RFQ response submission.

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether sub-awardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.

2. Identify the status of the covered Federal action.

3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.

4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the sub-awardee, e.g., the first sub-awardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.

5. If the organization filing the report in item 4 checks "Sub-awardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.

6. Enter the name of the federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.

7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.

8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFQ) number; Invitations for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Included prefixes, e.g., "RFQ-DE-90-001."

9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.

10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).

11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503

Approved by OMB
0348-0046

Disclosure of Lobbying Activities

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure)

Type of Federal Action: a. contract ____ b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	**Status of Federal Action:** a. bid/offer/application _____ b. initial award c. post-award	**Report Type:** a. initial filing _____ b. material change
Name and Address of Reporting Entity: ____ Prime _____ Sub-awardee Tier_____, if Known: **Congressional District, if known:**	**If Reporting Entity in No. 4 is Sub-awardee,** Enter Name and Address of Prime: **Congressional District, if known:**	
Federal Department/Agency:	**7. Federal Program Name/Description:** CFDA Number, *if applicable*: _____	
Federal Action Number, *if known:*	**9. Award Amount,** *if known:* **$**	
10. a. Name and Address of Lobbying Registrant *(if individual, last name, first name, MI):*	**b. Individuals Performing Services** *(including address if different from No. 10a) (last name, first name, MI):*	
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.	**Signature:** _____ **Print Name:** _____ **Title:** _____ **Telephone No.:** _____ **Date:** _____	
Federal Use Only	**Authorized for Local Reproduction** **Standard Form - LLL (Rev. 7-97)**	

REQUIRED FORM
Respondent:
Please complete this form and include with RFQ response submission.

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

(A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;

(B) a transaction conducted at a price and subject to terms available to the public; or

(C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

***

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds $2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than $100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

Form provided by Texas Ethics Commission www.ethics.state.tx.us Revised 11/30/2015

CONFLICT OF INTEREST QUESTIONNAIRE — FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. *See* Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY
Date Received

1 **Name of vendor who has a business relationship with local governmental entity.**

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information in this section is being disclosed.**

_____
Name of Officer

This section (item 3 including subparts A, B, C, & D) must be completed for each officer with whom the vendor has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more?

☐ Yes ☐ No

D. Describe each employment or business and family relationship with the local government officer named in this section.

4

_____ _____
Signature of vendor doing business with the governmental entity Date

Adopted 8/7/2015

REQUIRED FORM
Respondent:
Please complete this form and include with RFQ response submission.

LOCAL GOVERNMENT OFFICER
CONFLICTS DISCLOSURE STATEMENT – OFFICE USE ONLY

LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT

FORM CIS

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This is the notice to the appropriate local governmental entity that the following local government officer has become aware of facts that require the officer to file this statement in accordance with Chapter 176, Local Government Code.

OFFICE USE ONLY

Date Received

1 **Name of Local Government Officer**

2 **Office Held**

3 **Name of vendor described by Sections 176.001(7) and 176.003(a), Local Government Code**

4 **Description of the nature and extent of employment or other business relationship with vendor named in item 3**

5 **List gifts accepted by the local government officer and any family member, if aggregate value of the gifts accepted from vendor named in item 3 exceeds $100 during the 12-month period described by Section 176.003(a)(2)(B).**

Date Gift Accepted _____ Description of Gift _____

Date Gift Accepted _____ Description of Gift _____

Date Gift Accepted _____ Description of Gift _____

(attach additional forms as necessary)

6 **AFFIDAVIT**

I swear under penalty of perjury that the above statement is true and correct. I acknowledge that the disclosure applies to each family member (as defined by Section 176.001(2), Local Government Code) of this local government officer. I also acknowledge that this statement covers the 12-month period described by Section 176.003(a)(2)(B), Local Government Code.

_____
Signature of Local Government Officer

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20 _____, to certify which, witness my hand and seal of office.

_____
Signature of officer administering oath | Printed name of officer administering oath | Title of officer administering oath

Adopted 8/7/2015

THIS FORM IS FOR OFFICE USE ONLY

RESIDENCE CERTIFICATION/TAX FORM

Pursuant to Texas Government Code §2252.001 *et seq*., as amended, Jefferson County requests Resident Certification. §2252.001 *et seq*. of the Government Code provides some restrictions on the awarding of governmental contracts; pertinent provisions of §2252.001 are stated below:

(3) "Non-resident RFQ Respondent" refers to a person who is not a resident.

(4) "Resident RFQ Respondent" refers to a person whose principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

☐ I certify that _____ [company name] is a Resident Respondent of Texas as defined in Government Code §2252.001.

☐ I certify that _____ [company name] is a Non-Resident Respondent as defined in Government Code §2252.001 and our principal place of business is _____ _____ (city and state).

Taxpayer Identification Number (T.I.N.):	
Company Name submitting bid/proposal/response:	
Mailing address:	
If you are an individual, list the names and addresses of any partnership of which you are a general partner:	

Property: List all taxable property owned by you or above partnerships in Jefferson County.

Jefferson County Tax Acct. No.*	Property address or location**

* This is the property amount identification number assigned by the Jefferson County Appraisal District.

** For real property, specify the property address or legal description. For business property, specify the address where the property is located. For example, office equipment will normally be at your office, but inventory may be stored as a warehouse or other location.

REQUIRED FORM
Respondent:
Please complete this form and include with RFQ response submission.

HOUSE BILL 89 VERIFICATION

I, _____, the undersigned representative of (company or business name)_____ (heretofore referred to as company) being an adult over the age of eighteen (18) years of age, after being duly sworn by the undersigned notary, do hereby depose and verify under oath that the company named above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270:

1. Does not boycott Israel currently; and
2. Will not boycott Israel during the term of the contract.

Pursuant to Section 2270.002, Texas Government Code:

1. "**Boycott Israel**" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made ordinary business purposes; and

2. "**Company**" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or an limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business association that exist to make a profit.

_____
Signature of Company Representative

_____
Date

On this _____ day of _____, 20____, personally appeared

_____, the above-named person, who after by me being duly sworn, did swear and confirm that the above is true and correct.

Notary Seal

_____
Notary Signature

_____
Date

REQUIRED FORM
Respondent:
Please complete this form and include with RFQ response submission.

SENATE BILL 252 CERTIFICATION

On this day, I, Deborah L. Clark, Purchasing Agent for Jefferson County, Texas, pursuant to Texas Government Code, Chapter 2252, Section 2252.152 and Section 2252.153, certify that I did review the website of the Comptroller of the State of Texas concerning the listing of companies that is identified under Section 806.051, Section 807.051, or Section 2253.253 and I have ascertained that the below named company is not contained on said listing of companies which do business with Iran, Sudan, or any Foreign Terrorist Organization.

_____

Company Name

_____

IFB/RFP/RFQ number

Certification check performed by:

_____

Purchasing Representative

_____

Date

REQUIRED FORM
Respondent:
Please complete this form and include with RFQ submission.

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 RFQ 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 RFQ, 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 Non-Disclosure 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 Non-Disclosure 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
Respondent:
Please complete this form and include with RFQ response submission.

RESPONDENT'S CERTIFICATION

I have carefully examined the Request for Proposal Specifications, and any other documents accompanying or made a part of this Request for Proposals.

I hereby propose to furnish the goods or services specified in the Request for Proposal. I agree that my proposal will remain firm for a period of up to **90 days** in order to allow Jefferson County adequate time to evaluate the qualifications submitted.

I verify that all information contained in this proposal is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this proposal on behalf of the firm as its act and deed and that the firm is ready, willing and able to perform if awarded the contract.

I further certify, under oath, that this proposal is made without prior understanding, agreement, connection, discussion, or collusion with any other person, firm or corporation submitting a proposal for the same product or service: no officer, employee or agent of Jefferson County or any other Respondent is interested in said proposal: and that the undersigned executed this Respondent's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

_____
NAME OF BUSINESS

BY:

_____
SIGNATURE

_____
NAME & TITLE, TYPED OR PRINTED

_____
MAILING ADDRESS

_____
CITY, STATE, ZIP CODE

(___) _____
TELEPHONE NUMBER

Sworn to and subscribed before me
this _____day of
_____, 2022

_____
Notary Public

State of _____

My Commission Expires: _____

REQUIRED FORM
Respondent:
Please complete this form and include with RFQ response submission.

COMAL
ENGINEERING | DESIGN

23410 Grand Reserve Dr. Ste. 801
Katy, TX 77494
Phone: (281) 687-7363

PROPOSAL

Date: December 2, 2022

Project: Jefferson County, TX RFQ 22-050/MR – Fee Proposal

Proposal: Q221082-01_r3

Prepared by:

Clint D. Harris, P.E.
Comal Design Group
clintharris@comaldesign.com
(281) 687-7363

Prepared for:

Mistey Reeves, Asst. Purchasing Agent
Jefferson County Purchasing Director
mreeves@co.jefferson.tx.us
(409) 835-8693

Mistey,

Below is our proposal to you regarding the engineering services for RFQ 22-050/MR "Structural Integrity and Independent Inspection Services for Flood Mitigation Home Elevation".

DETAILS OF SCOPE

Overview

Comal Design Group (Comal) has been solicited by the Jefferson County Purchasing Department (Jefferson) to provide them with engineering support for the above reference project. The following is a description of the scope for Comal regarding this project:

- **Structural Assessment of Residential Properties**
  - Comal shall perform an on-site assessment of the candidate structure. The slab/flooring system, walls, doors, windows, and roof lines will be examined to determine what structural issues are present, if any, including cracks, separations, or other structural defects.
  - Comal will measure the home footprint and provide a diagram in the assessment report listing the perimeter length and footprint area. The diagram will note utility locations, if known and visible at the time of the onsite assessment and will be accompanied by photos.
  - The assessment report will include identified factors that pose a potential risk during or add to the difficulty of the home lifting process. Comal will provide recommended processes and/or solutions to mitigate these identified factors. Photos will accompany this section of the report when possible and as necessary. This section of the report will also include a statement regarding the feasibility of elevation or a recommendation to rebuild.

- **Milestone 2 Inspection**
  - Comal shall perform an on-site inspection to determine compliance with "RFQ 20—050/MR Milestone 2" requirements. For this milestone, the structure is to be raised and resting on pilings and cribbing. Construction of the new foundation may be on-going during this inspection, and if so, it will be noted/shown in the inspection report.

- Comal shall prepare an inspection report affirming the criteria of Milestone 2 has been met including pictures to verify such conformance.

- **Milestone 3 Inspection**
  - Comal shall perform an on-site inspection to determine compliance with "RFQ 20—050/MR Milestone 3" requirements. For this milestone, the elevated structure is to be self-supporting as construction of the new foundation will be complete.
  - Comal will verify that the new foundation construction corresponds with the engineered design on the permitted drawings (Jefferson County shall provide the engineering/permitted drawings to Comal ahead of time; see "Assumptions", below). This will include, but not be limited to, the size and arrangement of concrete footings, pilings, concrete columns, masonry shear walls, or any other type of structural/lateral support as shown on the engineering/permitted design drawings. Any deviations or variations between the construction and the permitted design drawings will be documented in the inspection report and accompanied by photos.

- **Final Inspection**
  - Comal shall perform an on-site inspection to verify the completion of construction activities for all remaining items as shown on the permitted design drawings. This includes, if applicable but not limited to, CMU enclosure walls, flood vents, decks, walkways, landings, stairs, breezeway chase down, or any additional carpentry/framing pertaining to the elevation project.
  - Comal shall prepare an inspection report documenting the final inspection findings with photos. Any deviations or variations between the construction and the permitted design drawings will be documented in the inspection report and accompanied by photos.
  - The inspection report will also include a statement of compliance once all the permitted design drawing criteria have been met. If requested, Comal can add a section to this report to verify the house was elevated to the locally compliant Designated Flood Elevation, but Jefferson County shall provide the Initial E.C. (Elevation Certificate) and the Final E.C. to Comal beforehand (see "Assumptions, below).

Assumptions

1. Jefferson County shall provide Comal with an electronic (pdf) copy of the engineering/permitted design drawings for each house before the Milestone 2 Inspection occurs.
2. Jefferson County and/or the contractor shall give Comal a minimum of twenty-four (24) hour notice before inspections are to happen.
3. Jefferson County and/or the contractor shall provide Comal with the initial E.C. and final E.C. before the Final Inspection Report is completed and submitted.

FEES & PAYMENT SCHEDULE

Based on the above Scope, the cost to provide the Engineering Services will be in accordance with the following:

1. **$2,250** – Structural Assessment and accompanying report
2. **$1,000** – Milestone 2 Inspection and accompanying report
3. **$1,500** – Milestone 3 Inspection and accompanying report
4. **$1,500** – Final Inspection and accompanying report
5. **$1,000** – Re-inspection fee (if necessary and requested by Jefferson County)

Invoices for the above listed amounts will be emailed to the designated Jefferson County representative after each assessment or inspection is performed and documented. Payment of fees will be made within thirty (30) days after receipt of an invoice. If an invoice remains unpaid thirty (30) days after the due date of the invoice, a late charge of 1.5% per month will be added to the unpaid balance. Comal's preferred method of payment is electronic funds transfer. If acceptable to Jefferson County, Comal will provide the bank account and routing numbers. Comal will be ready to begin work upon acceptance of this proposal and issuance of a Purchase Order (PO) by Jefferson County. Pricing in this proposal is valid for 30 days from date of issuance.

CONTRACT AND TERMS

Performance of Services

Comal will perform services at its own business office. Comal shall work with Jefferson County to obtain any information needed to perform this work. It is specifically understood and agreed that the fixed fees above cover the performance of the specified engineering services only one time per project after authorization by Jefferson County to proceed with the engineering services. Any changes or revisions in the project concept or scope after said authorization will be subject to a change order and will be billed on an hourly basis at the engineering rate of $250/hr. However, Comal shall not perform or invoice said work without written approval from Jefferson County. All fees paid to authorities having jurisdiction for submittal, review, or any similar purpose shall be solely the Jefferson County 's responsibility.

Miscellaneous Expenses

Reimbursable expenses such additional printing, delivery, or any other out-of-pocket expenses shall be invoiced at cost.

Please indicate your approval of this contract by signing and returning one executed copy to Comal Design Group.

Clint D. Harris

12/02/2022

Date

Clint D. Harris, P.E.
Comal Design Group
clintharris@comaldesign.com
(281) 687-7363

DECEMBER 13, 202

Date

Jeff Branick
County Judge, Jefferson County
(409) 835-8466

ATTEST
DATE DECEMBER 13, 2022

COMMISSIONERS COURT
JEFFERSON COUNTY, TEXAS

Statement of Qualifications

Request for Qualification
Structural Integrity and Inspection Services
For Flood Mitigation Home Elevation Projects

Prepared for:

Jefferson County, TX

Prepared by:

Comal Design Group, LLC
23410 Grand Reserve Dr, Ste. 801
Katy, TX 77494
Tel: (281) 687-7363 TX Firm Reg. No. F-20012

Civil/Structural Engineers Experienced with Home Elevation Engineering, Inspections, and Construction

TABLE OF CONTENTS

1. GENERAL INTEREST 3

1.1 LETTER OF INTEREST 3

2. COMPANY NARRATIVE 4

2.1 EXECUTIVE SUMMARY 4
2.2 COMAL'S TEAM OF HOME ELEVATION ASSESSMENT AND INSPECTION PROFESSIONALS 4
2.3 AUTHORIZED AGENT FOR CONTRACTUAL COMMITMENTS 6

3. DEMONSTRATED PROJECT EXPERIENCE 7

3.1 ELEVATION EXPERIENCE AND PROJECT LIST 7
3.2 ASSESSMENT AND INSPECTION PORTFOLIO 9
3.3 ASSESSMENT & INSPECTION PORTFOLIO PROJECT 9
3.4 ASSESSMENT & INSPECTION PORTFOLIO PROJECT 12
3.5 COMAL'S KEY STRENGTHS AND ADVANTAGE TO JEFFERSON COUNTY 15

4. TECHNICAL APPROACH 16

4.1 COMAL'S ASSESSMENT AND INSPECTION PROCESS 16

5. REFERENCES AND ADDITIONAL SERVICES 18

5.1 REFERENCES 18
5.2 NO LITIGATION, OUTSTANDING JUDGMENTS, OR LIENS 18
5.3 ADDITIONAL SERVICES OFFERED BY COMAL 19

6. APPENDIX 21

1. General Interest

1.1 Letter of Interest

DEBORAH L. CLARK, PURCHASING AGENT
JEFFERSON COUNTY PURCHASING DEPARTMENT
1149 PEARL STREET, FIRST (1st) FLOOR
BEAUMONT, TEXAS 77701

This letter is to confirm Comal Design Group (Comal) submits qualifications in response to RFQ 22-050/MR Structural Integrity and Independent Inspection Services for Jefferson County.

Comal has extensive experience in structural integrity assessments and inspection services. Comal confirms we have the expertise and resources to execute quickly and thoroughly all assigned projects to assist Jefferson County in meeting grant requirements and business objectives. We pledge to execute and complete every assessment and inspection within the agreed upon time frame once given Notice to Proceed (NTP). We will provide timely assessment and inspection reports and will meet all other agreements, requests, and contractual requirements.

The undersigned, Clint Harris, President of Comal Design Group is authorized to submit this letter of intent and to commit Comal to contractual obligations. We appreciate the opportunity to further serve Jefferson County.

Sincerely,

Clint Harris, P.E.
Comal Design Group
Phone: (281) 687-7363 Web: www.comaldesign.com
23410 Grand Reserve Drive, Ste 801, Katy, TX 77494

COMAL
ENGINEERING | DESIGN

Federal Tax ID: 47-3357958
DUNS: 122892105

2. Company Narrative

Comal is a civil/structural engineering and construction firm that has participated in numerous house elevation projects. Comal's success is due in part to our ability to offer quality service for each phase of a house elevation project (administration, assessment, engineering, design, inspection, and construction).

2.1 Executive Summary

- Comal Design Group, LLC was formed in 2014 in the state of Texas and is based in Katy, TX just west of Houston. Our address is 23410 Grand Reserve Dr. Ste. 801, Katy, TX 77494. This is Comal's only office location and all the staff shown on the organizational chart, below in this section, operate out of this office. The primary phone number and email for our office are (281) 687-7363 and clintharris@comaldesign.com
- Comal's President has over twenty (20) years of structural engineering, design, inspection, and construction experience.
- Comal's President is a Professional Engineer (P.E.) licensed in the state of Texas (Dec. 2006) and is an Appointed Qualified Windstorm Inspector (AQI) through the Texas Department of Insurance (TDI) (Jan. 2019).
- Comal is one of the most experienced engineering firms in the greater Houston and Southeast Texas area regarding home elevation and related flood mitigation projects. Home elevation projects have involved lifts between one (1) and seventeen (17) feet.
- Comal was chosen by Brazoria County to be an engineering inspector for their home elevation and home reconstruction grant programs (*RFSQ #20-27 Structural Integrity and Independent Inspection Services for Flood Mitigation Home Elevation*).
- Comal was recently chosen to be an elevation contractor in two home elevation grant programs, one in Jersey Village, TX (*RFQ: TWDB – FMA Program Home Elevation Services*) and one in Orange County, TX (*RFQ-TF-2022-2 Flood Mitigation Assistance – Residential Construction Services for Housing Elevations*). Comal has since entered into a partnership with Olshan Foundation Repair Co. of Houston, LLC (Olshan) in which Olshan will take over responsibility as the elevation contractor in each of those programs allowing Comal to focus on our primary strengths which are engineering and inspections.
- Comal has the required technical knowledge and the available resources to handle the tasks associated with Jefferson County's home elevation projects. With over 150 house elevation projects since Harvey, ranging from engineering and inspection to turn-key construction, Comal's knowledge of practical application has helped them develop into a reliable partner for local government officials, grant administrators, and homeowners.

2.2 Comal's Team of Home Elevation Assessment and Inspection Professionals

Comal's assessments, engineering design, and inspections are led by the president, **Clint Harris**. He is supported by a team of in-house engineering and design professionals which enables Comal to handle a large workload of multiple projects at any given time.

Clint Harris, P.E.
President, Comal Design Group
23410 Grand Reserve Dr, Suite 801
Katy, TX 77494
(281) 687-7363
clintharris@comaldesign.com

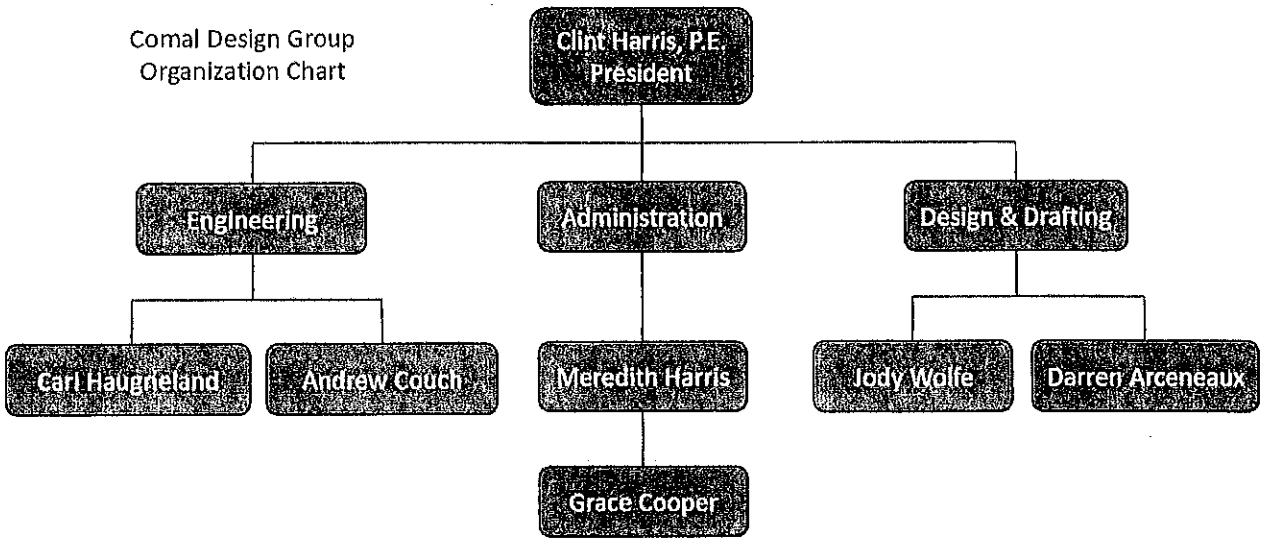
Clint Harris has participated in over one hundred fifty (150) home elevation projects since Harvey. He obtained his Civil Engineering degree from Texas A&M (May 2002) and is a Professional Engineer (P.E.) licensed in the state of Texas (Dec. 2006). He is an Appointed Qualified Windstorm Inspector (AQI) through the Texas Department of Insurance (TDI) (Jan. 2019). His structural engineering expertise extends into other industries as well as he is a Principal Author for the "Structures" section of the 12th Edition International Association of Drilling Contractors (IADC) Drilling Manual.

Comal Founder and President Clint Harris - Structural Engineering Experience

Timeframe	Location	Company	Description
2002-2010	Houston, TX	NOV/LeTourneau Technologies	Drilling Rig and Equipment Structural Design, fabrication, and inspections; Associate Certified Weld Inspector (ACWI)
2010-2015	Katy, TX	CDH Engineering/ Axon Rig Concept & Design	Drilling Rig and Equipment Structural Design, fabrication, and inspections; Associate Certified Weld Inspector (ACWI)
2015-present	Katy, TX	Comal Design Group	Residential construction, assessments, inspections, engineering design; new build construction and over **150** home elevation projects

A strong case can be made that Comal is the most experienced engineering firm in Southeast Texas for home elevation assessments, engineering design, and inspections. Comal has completed numerous projects involving the entire scope of work from start to finish. As professional engineers and certified windstorm inspectors, Comal has the credentials to perform this work. Our experience as engineers, inspectors, and elevation contractors gives us the competency, as well. Comal is thorough and reliable, and that reputation is why we continue to be called upon to perform the work of home elevation assessment, engineering design, inspections, and construction.

Comal Design Group
Organization Chart



2.3 Authorized Agent for Contractual Commitments

Comal Design Group
Federal Tax ID: 47-3357958
DUNS: 122892105

The undersigned, Clint Harris, President of Comal Design Group, is authorized to submit this letter of intent, statement of qualifications, and to commit Comal to contractual obligations. We appreciate the opportunity to share with you our abilities, who we are as a company, and how we can serve Jefferson County. Any questions Jefferson County may have during the evaluation process, related to the RFQ, or in general should be addressed to Clint Harris, P.E. His email address is clintharris@comaldesign.com and his phone number (281) 687-7363.

Sincerely,

Clint Harris, P.E.
Comal Design Group
Phone: (281) 687-7363 Web: www.comaldesign.com
23410 Grand Reserve Drive, Ste 801, Katy, TX 77494

COMAL
ENGINEERING | DESIGN

3. Demonstrated Project Experience

3.1 Elevation Experience and Project List

The following is a list of over 150 projects Comal has completed or helped to complete. The list includes the year the project occurred, the homeowner's last name or address number, the street address, the city or county where it was located, and Comal's role in the project. These houses had concrete slab foundations, pier and beam or wood-frame foundations, and some were manufactured homes with steel framing for the foundation. "PM" means Comal was the project manager organizing and implementing the construction. "Engr" means Comal was the engineer of record that designed the elevated house foundation and performed inspections during construction. "Grant" means it was a project for the Brazoria County Grant Program. Comal performed an initial structural assessment of the house, prepared a summary report of the assessment documenting the feasibility of elevating the home, and oversaw the elevation construction work ensuring it was done properly and completely.

Year	Homeowner / Street Number	Street	City	Comal's Role
2017	Bowers	Turtle Ln	Seguin	PM
2017	Georges	S Braeswood	Houston	PM
2017	Ehninger	Karen Ln	Katy	PM
2017	Taylor	Sprain	Simonton	PM
2017	Smith	Canyon Rd	Simonton	PM
2017	Minze	Bartlett	Katy	PM
2017	Phillips	Lula	Bellaire	PM
2017	Hiller	Birdwood	Houston	PM
2017	Barnett	Grape	Houston	PM
2017	Robertson	Tiel Way	Houston	PM
2017	Dai	Caversham	Houston	PM
2017	Story	Guyler	Simonton	PM
2017	Han	Braesvalley	Houston	PM
2017	Watts	Holt	Bellaire	PM
2017	Clive	Mulberry	Bellaire	PM
2017	Hiremagiur	Holt	Bellaire	PM
2018	Stewart	Loch Lomond	Houston	PM
2018	Smith	Kellywood	Houston	PM
2018	Moran	Dumfries	Houston	PM
2018	Zagrany	Rutherglen	Houston	PM
2018	Britt	Contour	Houston	PM
2018	Cohen	Oasis Dr	Houston	PM
2018	Behaine	S Braeswood	Houston	PM
2018	Posada	Aberdeen	Houston	PM
2018	Blog	Cedarhurst	Houston	PM
2018	Brown	Heatherglen	Houston	PM
2018	Siemens	River Oak	Seguin	Engr
2018	Porter	Laguna Vista	Seguin	Engr
2018	Broderick	Airline	Friendswood	Engr
2018	Frank	Braesheather	Houston	Engr
2018	Cashaw	S Braeswood	Houston	Engr
2018	Deluca	Ariel	Houston	Engr

Year	Homeowner / Street Number	Street	City	Comal's Role
2018	Dowling	Vivian	Bellaire	Engr
2018	Bornet	Linkview	Houston	Engr
2018	Chen	N Braeswood	Houston	Engr
2018	Jacobs	S Braeswood	Houston	Engr
2018	Carter	Imogene	Houston	Engr
2018	Molinari	Ranchero	Simonton	Engr
2018	Slone	Lakeside	Seguin	Engr
2018	Eppes	Shadylon	Seguin	Engr
2018	Bryan	Brazos	Seguin	Engr
2018	Pennington	Lake Placid	Seguin	Engr
2018	Hamilton	Lake Placid	Seguin	Engr
2018	Gerlich	Waltons Way	Seguin	Engr
2018	Testa	Heatherglen	Houston	Engr
2018	Claridge	Breasheather	Houston	Engr
2018	Glombicki	Breasheather	Houston	Engr
2018	Bormaster	Millbury	Houston	Engr
2018	Mack	N Braeswood	Houston	Engr
2018	Romaguera	Vivian	Houston	Engr
2019	Moeller	N Braeswood	Houston	Engr
2019	Hageney	Cliffwood	Houston	Engr
2019	Pawelek	Perry	Rosenberg	Engr
2019	392	Guadalupe River	Seguin	Engr
2019	4418	Woodvalley	Houston	Engr
2019	Williams	Jason	Houston	Engr
2019	Davila	Carlota	Houston	Engr
2019	Lowther	Dumess	Houston	Engr
2019	McDonald	White Oak	New Caney	Engr/PM
2019	Willis	Paisley	Houston	Engr
2019	Davis	Meadowlark	Texas City	Engr
2019	Corvalan	17th Ave	Texas City	Engr
2019	Baker	8th Ave	Texas City	Engr
2019	Spear	Bayou Vista	Hitchcock	Engr

2019	Kipling	Leisure Ln (M)	Friendswood	Engr
2019	Kipling	Leisure Ln (G)	Friendswood	Engr
2019	Redman	Cowards Creek	Friendswood	Engr
2019	Coleman	Magnolia Terrace	Dickinson	Engr
2019	File	Maple	Dickinson	Engr
2019	Yell	Maple	Dickinson	Engr
2019	Chapman	Meadow	Dickinson	Engr
2019	Brown	Lakeview	Jersey Village	Engr
2019	Rodriguez	Drummond	Houston	Engr
2019	Huffman	Manor	Dickinson	Engr
2020	Brooks	Jersey	Jersey Village	Engr
2020	Yaklin	Jersey	Jersey Village	Engr
2020	Razmandi	Jersey	Jersey Village	Engr
2020	Tran	Jersey	Jersey Village	Engr
2020	Longoria	Acapulco	Jersey Village	Engr
2020	Memovic	Acapulco	Jersey Village	Engr
2020	Silva	Acapulco	Jersey Village	Engr
2020	Gex	Jersey Village	Jersey Village	Engr
2020	Joiner	St Hellier	Jersey Village	Engr
2020	Hebert	Jersey Village	Jersey Village	Engr
2020	Dewstow	Dumfries	Houston	Engr
2020	Garay	Park Place	Houston	Engr
2020	Gonzalez	Southwick	Houston	Engr
2020	105	Old Bayou	Dickinson	Engr
2020	Schmidke	Cobblestone	Houston	Engr/GM
2020	1300	Antigua	Nassau Bay	Engr
2020	Mossman	Point Lookout	Nassau Bay	Engr
2020	Ingram	Bridle Rd	Simonton	Engr
2020	Hayes	4th St	Rosenberg	Engr
2020	Christopher	Ranchero Rd	Simonton	Engr
2020	Werling	Otter Tr	Brazoria Co.	Grant
2020	Ahlquist	Otter Tr	Brazoria Co.	Grant
2020	Steward	Buffalo Tr	Brazoria Co.	Grant
2020	Powers	Fawn Tr	Brazoria Co.	Grant
2020	Cerna	Fawn Tr	Brazoria Co.	Grant
2020	Ripple	Old Angleton Rd	Brazoria Co.	Grant
2020	Duke	Green Pasture Ct	Brazoria Co.	Grant
2020	Beard	Stagecoach Tr	Brazoria Co.	Grant
2020	Fipps	Wagon Wheel Tr	Brazoria Co.	Grant
2020	Staten	Rancho Chico Ct	Brazoria Co.	Grant
2020	Harris	White Oak	New Caney	Engr/GM
2020	Graham	Lula	Bellaire	Engr
2020	Stoneking	32nd	Santa Fe	Engr
2020	McGaughey	Rabbit Tr	Brazoria Co.	Grant
2020	Thoede	Co Rd 893A	Brazoria Co.	Grant
2020	Wells	Bayou Dr	Brazoria Co.	Grant

2020	Velazquez	Co Rd 345	Brazoria Co.	Grant
2020	Ellis	Edgewater Dr	Brazoria Co.	Grant
2020	Garcia	Co Rd 347	Brazoria Co.	Grant
2020	Heathcock	Co Rd 611	Brazoria Co.	Grant
2020	MacLeod	Cherryhurst	Houston	Engr/GM
2021	7200	Co Rd 194	Alvin	Engr
2021	Lobo	Cheena Dr	Houston	Engr
2021	3610	Ramsey Loop Rd	Crosby	Engr
2021	Nguyen	Braesheather	Houston	Engr
2021	Provenzano	Co Rd 496	Brazoria Co.	Grant
2021	Willis	Co Rd 687	Brazoria Co.	Grant
2021	Velasco	Moore Rd	Brazoria Co.	Grant
2021	Merchant	Pin Oak Dr	Brazoria Co.	Grant
2021	Onken	Ranch Rd	Brazoria Co.	Grant
2021	Caleb	Co Rd 528	Brazoria Co.	Grant
2021	Ramirez	Co Rd 388B	Brazoria Co.	Grant
2021	Heiser	Co Rd 506	Brazoria Co.	Grant
2021	Ayers	Sunset Tr	Brazoria Co.	Grant
2021	Perez	Buffalo Tr	Brazoria Co.	Grant
2021	Christodoss	Old Coffee Plantation Rd	Brazoria Co.	Grant
2021	Pelton	Co Rd 237	Brazoria Co.	Grant
2021	Mancinas	Co Rd 288	Brazoria Co.	Grant
2021	Weathers	Co Rd 344	Brazoria Co.	Grant
2021	Rothwell	Co Rd 388A	Brazoria Co.	Grant
2021	Moran	Silver Leaf Ln	Conroe	Engr
2021	Martinez	Florida Ave	Louisiana	Engr
2021	Clark	Fairdale Rd	Louisiana	Engr
2021	DeLeon	Castledale Dr	Houston	Engr
2021	Van Guidry	Edgerly Rd	Louisiana	Engr
2021	Robicheaux	Oakdale Dr	Beaumont	Engr
2021	Lyday	Wheat Ln	Beaumont	Engr
2021	Sinclair	W. Clubb Rd	Beaumont	Engr
2021	409	Maple Ln	Conroe	Engr
2021	Greathouse	Worrell	Angleton	Engr
2021	Jones	Buffalo Tr	Lake Jackson	Engr
2021	Alston	Dry Bayou Dr	Angleton	Engr
2021	Morgan	Ivy Ln	Orange	Engr
2021	7663	Patterson Rd	Beaumont	Engr
2021	18246	Nassau Bay Dr	Nassau Bay	Engr
2021	5122	Indigo	Houston	Engr
2021	657	S. Creekwood	Driftwood	Engr
2021	5007	Dumfries	Houston	Engr
2022	4915	Loch Lomond	Houston	Engr
2022	Gomez	Co Rd 194	Alvin	Engr/GM
2022	5422	Bayside Dr	Baytown	Engr

When measured by contract volume and satisfied customers, Comal has become the most trusted elevation engineering partner in the greater Houston and Southeast Texas area. The projects listed above include many homeowner-funded and grant-funded projects completed over the past five (5) years in and around Houston and the greater Southeast Texas area. These projects range in size

from 1,000 to over 6,000 square feet, with lifts ranging from one (1) to seventeen (17) feet. Some houses had an attached garage, and some had a detached garage connected by a breezeway.

3.2 Assessment and Inspection Portfolio

Samples of Brazoria County HMGP Home Elevation Projects (2020-ongoing)

The projects below were completed during the recent two and a half (2.5) years. Comal was selected by Brazoria County to be the engineer inspector for their HMGP Home Elevation Projects. These projects represent a sample of the work performed by Comal which included initial assessment of the property and milestone inspections during the construction phase. The title page and table of contents for the corresponding assessment report is also included.

3.3 Assessment & Inspection Portfolio Project

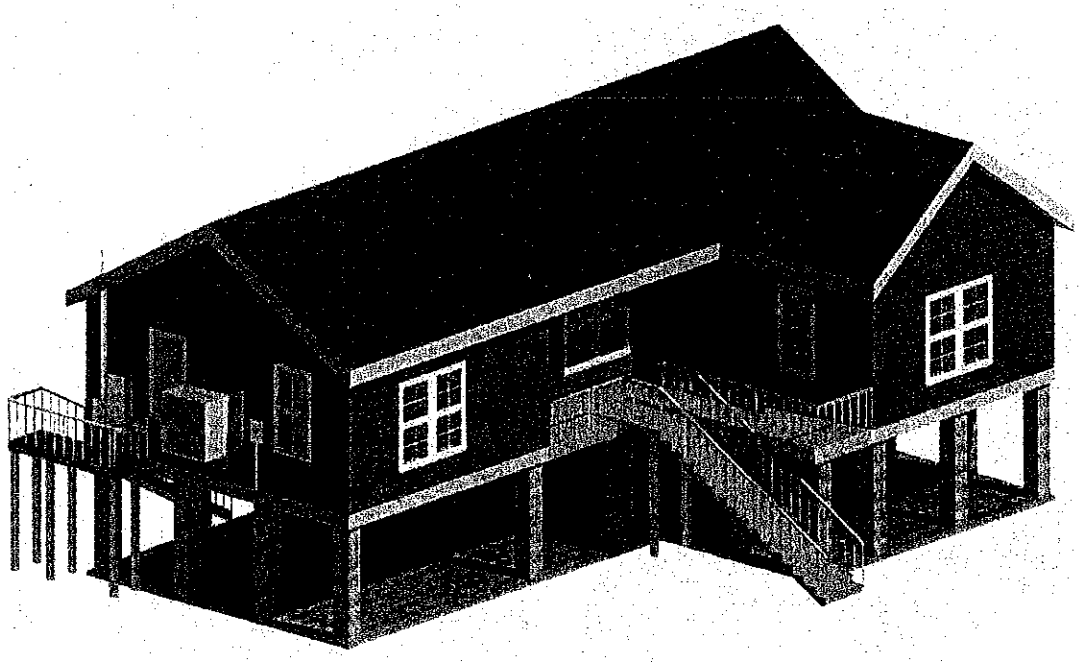
Project	Address	
Staten	**754 Rancho Chico, Angleton**	
Customer	Value	Timeframe
Brazoria County	**$n/a**	**June 2020-May 2021**
Customer Contact	Contact Phone	Contact Email
n/a	n/a	n/a

Description

Pier and beam house to be raised 3'-0"

Comments

Comal performed the initial structural assessment and lift feasibility study then milestone inspections for construction concurrence.



Structural Assessment and Elevation Feasibility for 754 Rancho Chico Ct Angleton, TX 77515

Prepared for:

Brazoria County and GrantWorks, Inc.

Prepared by:

Comal Design Group, LLC
23410 Grand Reserve Dr, Ste. 801
Katy, TX 77494
Tel: (281) 687-7363

Civil/Structural Engineers Experienced with Home Elevation Assessment, Design, & Inspection

TABLE OF CONTENTS

1. GENERAL DESCRIPTION OF AS-IS STRUCTURE 3
1.1 Description and Views of Existing Structure 3
1.2 Additional Information 5
1.3 Structure Footprint and Details 5
1.4 Structural Concerns and Issues 6
1.5 Structural Feasibility of Elevation 6
2. CONSIDERATIONS FOR ELEVATION 7
2.1 Variables to Consider 7
3. POST-ELEVATION CONSTRUCTION 8
3.1 Summary of Components 8
4. FINANCIAL CONSIDERATIONS AND BUDGETARY ESTIMATE 9
5. HOMEOWNER PREFERENCE AND FINAL RECOMMENDATION 10

3.4 Assessment & Inspection Portfolio Project

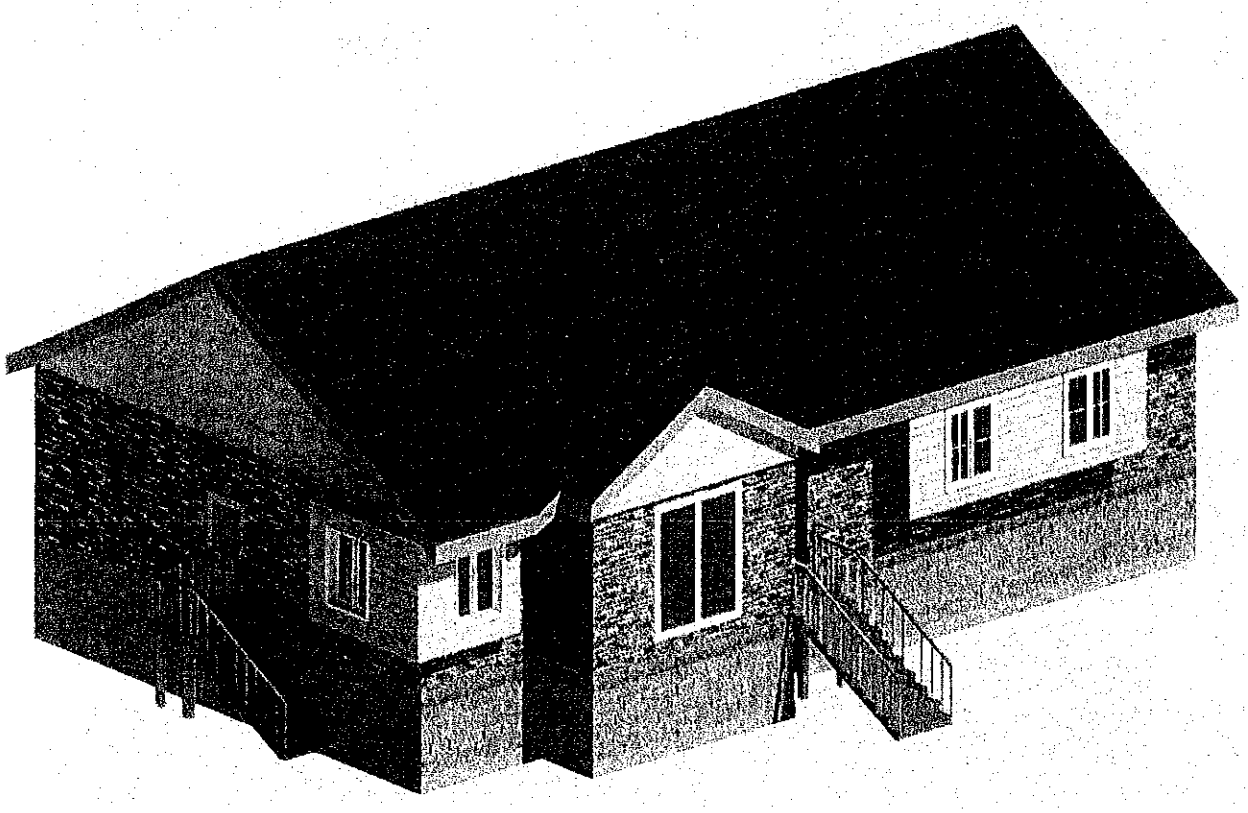
Project	Address	
McGaughey	**315 Rabbit Tr, Lake Jackson**	
Customer	Value	Timeframe
Brazoria County	**$n/a**	**June 2020-May 2021**
Customer Contact	Contact Phone	Contact Email
n/a	**n/a**	**n/a**

Description

Slab house to be raised 5'-11"

Comments

Comal performed the initial structural assessment and lift feasibility study then milestone inspections for construction concurrence.



Structural Assessment and Elevation Feasibility for 315 Rabbit Trail Lake Jackson, TX 77566

Prepared for:

Brazoria County and GrantWorks, Inc.

Prepared by:

Comal Design Group, LLC
23410 Grand Reserve Dr, Ste. 801
Katy, TX 77494
Tel: (281) 687-7363

Civil/Structural Engineers Experienced with Home Elevation Assessment, Design, & Inspection

TABLE OF CONTENTS

1. GENERAL DESCRIPTION OF AS-IS STRUCTURE 3
1.1 Description and Views of Existing Structure 3
1.2 Additional Information 6
1.3 Structure Footprint and Details 6
1.4 Structural Concerns and Issues 6
1.5 Structural Feasibility of Elevation 10
2. CONSIDERATIONS FOR ELEVATION 11
2.1 Variables to Consider 11
3. POST-ELEVATION CONSTRUCTION 12
3.1 Summary of Components 12
4. FINANCIAL CONSIDERATIONS AND BUDGETARY ESTIMATE 13
5. HOMEOWNER PREFERENCE AND FINAL RECOMMENDATION 14

3.5 Comal's Key Strengths and Advantage to Jefferson County

Comal has been, and continues to be, a reliable source for local government officials, grant administrators, and homeowners when it comes to their engineering and construction needs. Comal has had the privilege of being a part of many home elevation projects, primarily in the greater Houston area and surrounding counties. In the aftermath of Harvey, the need for such expertise increased greatly and Comal has been there to meet the demand. Comal has participated in over one hundred fifty (150) home elevation projects since Harvey. An exhaustive list of those projects is included at the beginning of this section.

Comal's experience with flood mitigation projects involves house elevation and foundation design, civil engineering design (drainage, conveyance, and runoff), house elevation construction management, and turn-key construction. This is what separates Comal from other companies. We are uniquely qualified to design these projects and have hands on experience with managing the construction. Many of Comal's house elevation projects were part of grant programs all throughout the greater Houston area. These involved projects in Houston, Harris County, Bellaire, Jersey Village, Brazoria County, Galveston County, and Ft. Bend County. However, our projects have been as far east as Orange, as far North as Conroe, as far west as Seguin, and south all along the Gulf Coast.

Many of our home elevation projects have been located windstorm areas. For these projects, the engineered designs and construction meet windstorm criteria. Clint Harris, P.E., president of Comal Design Group, is an Appointed Windstorm Inspector (AQI) through the Texas Department of Insurance (TDI) (Jan. 2019). We have a thorough understanding of compliance with all TWIA requirements. We understand and will comply with all applicable Hazard Mitigation Assistance Guidance documents and local ordinances. Elevated homes should be designed and constructed in accordance with NFIP standards in 44 CFR Part 60 as well as ASCE 24 (latest edition).

We believe there is a need for a qualified and competent company whom local officials, grant administrators, and homeowners can count on for quality service. Comal is that company. Comal is owned and operated by a licensed, professional engineer in the state of Texas. That means Comal is held to a higher standard because the Texas Board of Professional Engineers requires it. We have a clean history and an exemplary record of performance.

4. Technical Approach

Comal was selected by Brazoria County to a similar scope of inspection services for their HMGP Elevation Program. Comal has executed the work according to the requirements set forth in their RFSQ and has exceeded expectations. Comal has accomplished its work well within the allotted time frames. Comal has also gone above and beyond the minimum scope of work to offer its expertise and professional judgment to the County and Grant Administrator on numerous occasions which contributed to the grant program's success. Comal will do the same for Jefferson County.

Comal understands the scope of work and project requirements for Jefferson County's home elevation grant program. Our Assessment and Inspection Process is discussed, below.

4.1 Comal's Assessment and Inspection Process

Comal's assessment and inspection services are conducted and delivered in a 3-step process which is well-defined and well-executed. This process allows us to efficiently produce consistently reliable elevation assessment reports which provide key data for the elevation process, should the home be selected for elevation.

1. Onsite Inspection

Property Inspection

- Conducted by a team of experienced engineer inspectors who have elevation expertise
- Examine the slab and any appendages
- Examine the floor system and flooring (for pier and beam homes)
- Examine the exterior walls, doors, window and roof lines
- Measure the home footprint to determine the area and perimeter length
- Identify and maps all pertinent elevation variables
- Photograph the home and all pertinent elevation variables
- Inspect carports and garages and identify future configuration possibilities
- Gather data for optional 3D modeling of future-state elevated home

Homeowner Conference (when possible)

- Identify historical flood levels
- Identify and photograph available engineering or survey documents
- Identify/confirm historical slab/floor repairs and methods
- Identify/confirm relevant changes and appendages
- Identify/confirm relevant structural issues
- Identify/confirm factors which may increase or decrease elevation project risks

2. Elevation Assessment

- Analysis of slab/floor/floor system condition
- Analysis of elevation risk factors
- Assessment of garage future-state configuration options which may be grant eligible (minimum code compliant)
- Feasibility of elevation
- Analysis of project scope to meet minimum code requirements

3. Deliverables

Assessment Report

- Elevation structural feasibility assessment
- Elevation risk assessment
- Elevation project success factors
- Discussion of pertinent elevation variables
    - Slab/foundation/floor segments and symptomatic issues
    - Wall segments and symptomatic issues
    - Mechanical and utility factors
- Discussion of garage/carport/driveway configuration options
- Discussion of elevation design factors which may increase or decrease cost.
- Discussion of elevation cost predictability and factors which could be controlled, added, or eliminated to reduce cost or cost variability

2D Drawing of Home and Garage

- Identification of pertinent elevation variables
    - Slab segments/floor segment and location of issues
    - Wall surfaces and location of issues
- Confirm home dimensions
- Notation of existing utility supply lines and meters
- Notation of functional equipment
- Notation of sidewalks, driveways, porches, landscaping, fences, drains

3D Rendering of Future-state Elevated Home (optional)

- Conceptual rendering of future elevated design incorporates elevation best practice, enables most favorable NFIP rating, meets common grant requirements, and limits grant eligible work to minimum code compliance. This enables scope confirmation with stakeholders and enables precise construction bid specifications which in turn enables comparable construction bids.

5. References and Additional Services

5.1 References

The following are three references which are also listed on the reference form and included in the appendix of this application.

Government/Company Name: Brazoria County, TX
Address: 451 N. Velasco St. Angleton, TX 77515
Contact Person and Title: Joe Ripple, Brazoria County Floodplain Administrator
Phone: (979) 864-1272 **Fax:** n/a
Email Address: joer@brazoria-county.com **Contract Period:** March 2020 – ongoing
Scope of Work: HMGP Home Elevation Grant Program (Assessments and Inspections)

Government/Company Name: Olshan Foundation Repair Co. of Houston, LLC.
Address: 5902 W. 34th St. Houston, TX 77092
Contact Person and Title: Chris Cates, General Manager
Phone: (713) 223-1900 **Fax:** n/a
Email Address: ccates@olshanfoundation.com **Contract Period:** n/a
Scope of Work: Partnership in home elevation work for privately funded projects as well as two ongoing grant programs (Jersey Village and Orange County).

Government/Company Name: Allied Foundation
Address: 4906 Luella Ave. Deer Park, TX 77536
Contact Person and Title: Richard Pacheco, Owner
Phone: (281) 479-5832 **Fax:** n/a
Email Address: slab82@alliedfoundation.net **Contract Period:** n/a
Scope of Work: Comal has provided engineering, design, and inspection services to Allied for their home elevation projects.

5.2 No Litigation, Outstanding Judgments, or Liens

Comal has not had any litigation, civil or criminal, brought against it since the company was established. Comal does not have any outstanding judgments, nor any liens filed against us or our projects. Comal has not failed to meet any contractual obligations it has entered into, nor has it ever had a contract canceled. Comal has never been suspended, debarred, or investigated for any reason including illegal, unethical, or negligent actions or behavior.

Comal's record of performance is exemplary. Comal highly encourages the evaluation team that is reviewing this application to contact the references listed above in this application. Each one listed is done so with their permission. They will testify to Comal's in-depth knowledge of home elevation projects and high level of performance. More importantly, they will tell you about the content of our character and the quality of service we provide.

5.3 Additional Services Offered by Comal

This application outlines Comal's experience with structural integrity assessments, elevation feasibility, and construction inspections. However, Comal offers more which we hope Jefferson County will consider implementing in their program. These additional services by Comal include engineering and design for home elevation projects and home reconstruction projects.

We propose that, in addition to the Milestone Inspections as outlined in the RFQ, Jefferson County also consider having Comal perform the engineering, inspections, and windstorm certification for each of their home elevation projects. This would be beneficial in many ways.

1. The engineering designs would be consistent and would be performed by the best qualified engineering firm experienced with these types of projects.
2. The engineering drawings are then included in the packet of information given to the contractors. This way, *all the contractors are bidding on the same thing* (i.e. apples to apples). The homeowners are also not hearing a different story about what they can or cannot have from each contractor.
3. Engineering drawings would reflect minimum grant compliant work with no upgrades. The grant administrator does a job walk of each property allowing the contractor(s) to see the property, take photos and gather information, and introduce themselves to the homeowner. The selected contractor would then negotiate allowable upgrades with the homeowner and submit to the grant administrator for approval. A set of as-built drawings can be provided at the end of the project to reflect final construction.
4. Providing engineering for these federally funded grant projects in this manner would put Jefferson County in compliance with the Qualifications-Based Selection (QBS) process (https://engineers.texas.gov/downloads/PSPA.pdf) as mandated by the Texas Board of Professional Engineers and Land Surveyors (https://pels.texas.gov/downloads/lawrules.pdf) §137.53 ENGINEER STANDARDS OF COMPLIANCE WITH PROFESSIONAL SERVICES PROCUREMENT ACT. Allowing contractors to choose their engineers based on lowest cost is in direct violation of these rules.

Comal's proposed scope of work for Elevation Projects

1. Perform an Initial assessment and structural inspection of the existing property documenting it in a report.
2. Perform engineering and create construction drawings
    a. Initial EC is provided to Comal by Jefferson County
3. Inspections (It is the responsibility of the Contractor to schedule these with Comal)
    a. **Milestone 2 inspection** (once the house is raised to its final height).
    b. **Footing inspection** – inspect grade beam ("footing") rebar before concrete is poured. The width, depth, and location of footings will also be checked.
        i. Rebar for walls and columns will need to be in place before concrete is poured. A visual of this can be provided to help the contractors understand what needs to be done.

ii. At this inspection, the unsupported slab spans will be examined to determine if additional steel beam support is necessary.

c. **Column inspection** – inspect the columns before they are filled with concrete
   i. The cage of rebar should be fully built and most or all of the pilaster blocks in place (other than the last one or two at the top of the column). The rebar should be doweled up into the elevated foundation grade beam and set with an appropriate amount of epoxy. Once this inspection is approved, the columns shall be filled with concrete.

d. **Milestone 3 inspection** – foundation construction is complete
   i. The structural enclosure wall will have its rebar doweled into the elevated foundation grade beam. The cavities where the rebar is located shall be filled with concrete.
   ii. Flood vents are installed. They are part of the flood ventilation calculations and must be in place for final approval.

e. **Milestone 4 inspection/Final inspection**
   i. The tops of block pilings, concrete columns, and steel beams shall be shimmed and grouted.
   ii. Carpentry is complete.
   iii. Final EC is provided.
   iv. Job site is cleaned up.

4. Comal completes the windstorm certification (if applicable). As-builts can also be created if the construction deviated from original design.
5. The Contractors shall provide documentation from their plumbers and electricians, by the end of the project, stating everything was installed to code. The documentation should include the company name, licensed individual responsible for the installation, master/license number, and whatever warranty they offer on their work.

Comal Design Group respectfully submits this Statement of Qualifications as a respondent to RFQ 22-050/MR *Structural Integrity and Independent Inspection Services for Flood Mitigation Home Elevation*.

6. Appendix

- Certificate of Insurance (COI)
- For 1295
- SAM Registration
- Byrd Anti-Lobbying Certification
- Debarment/Suspension Certification
- Civil Rights Compliance Provisions
- Respondent Information Form
- Vendor References Form
- Signature Page
- Certification Regarding Lobbying
- Disclosure of Lobbying Activities
- Conflict of Interest Questionnaire
- Residence Certifications/Tax Form
- House Bill 89 Verification
- Senate Bill 252 Certification
- Non-Disclosure Agreement
- Respondent Certification

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 03/08/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Preferred Alliance Group
5606 Franz Road
Katy, TX 77493-1619
License #: 1555695

CONTACT NAME: Stacey Sisneroz
PHONE (A/C, No, Ext): (281)391-2332 FAX (A/C, No): (281)391-1369
E-MAIL ADDRESS: stacey@preferredallliancegroup.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Evanston Insurance Company	
INSURER B : Texas Mutual Insurance Company (A XIV)	
INSURER C : LLoyds of London	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Clint Harris
DBA: Comal Design Group
23410 Grand Reserve Drive
#801
Katy, TX 77494

COVERAGES **CERTIFICATE NUMBER: 00001965-86356** **REVISION NUMBER: 7**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			ACMHI101044	11/03/2021	11/03/2022	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB / OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$
	DED / RETENTION $							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N			0002067499	09/18/2021	09/18/2022	X PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N/A (Mandatory in NH)	N/A					E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
C	Professional Liab			ANE234799121	09/07/2021	09/07/2022	Each Claim	$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Thomas

(SLS)

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CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY

1 **Name of business entity filing form, and the city, state and country of the business entity's place of business.** Comal Design Group LLC
Katy, TX USA

2 **Name of governmental entity or state agency that is a party to the contract for which the form is being filed.** Jefferson County, TX

3 **Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the goods or services to be provided under the contract.**
Federal Tax ID: 47-3357958 RFQ 22-050/MR

4 Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
		Controlling	Intermediary
[redacted]	[redacted]		

5 **Check only if there is NO Interested Party.** ☑

6 **AFFIDAVIT**

RENEE M LEPLEY
My Notary ID # 998647
Expires December 29, 2025

AFFIX NOTARY STAMP / SEAL ABOVE

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

Clint Harris
Signature of authorized agent of contracting business entity

Sworn to and subscribed before me, by the said Clint Harris, this the 6th day of September, 20 22, to certify which, witness my hand and seal of office.

Renee M Lepley — Signature of officer administering oath
Renee M. Lepley — Printed name of officer administering oath
Notary Public — Title of officer administering oath

ADD ADDITIONAL PAGES AS NECESSARY

VALIDATED INFORMATION:

COMAL DESIGN GROUP, LLC • Public

DUNS UNIQUE ENTITY ID:
122892105

SAM UNIQUE ENTITY ID:
CFUQFEAZ1451

PHYSICAL ADDRESS
2103 EDENDALE CIR
KATY, TX 77450-6041
US

ENTITY OVERVIEW:

COMAL DESIGN GROUP, LLC

SAM	UNIQUE ENTITY ID	CAGE/NCAGE	PURPOSE OF REGISTRATION
	CFUQFEAZ1451	8HB22	ALL AWARDS

DUNS	UNIQUE ENTITY ID	PHYSICAL ADDRESS
	122892105	2103 EDENDALE CIR KATY, TX 77450-6041 USA

Unique Entity ID (DUNS):	122892105
Unique Entity ID (SAM):	CFUQFEAZ1451
Legal Business Name:	COMAL DESIGN GROUP, LLC
Doing Business As:	(none)

3. TIN is on file. (FAR 52.204-3, FAR 52.212-3)

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 Comal Design Group 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.

Clint Harris

Signature of Contractor's Authorized Official

Clint Harris, President

Name and Title of Contractor's Authorized Official

09/05/2022

Date

REQUIRED FORM
Respondent:
Please complete this form and include with RFQ response submission.

DEBARMENT/SUSPENSION CERTIFICATION

Non-Federal entities and contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, Debarment and Suspension (1986) and Executive Order 12689, Debarment and Suspension (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (No procurement Debarment and Suspension).

This requirement applies to all FEMA grant and cooperative agreement programs.

Federal Executive Order (E .O.) 12549 "Debarment" requires that all contractors receiving individual awards, using federal funds, and all sub recipients certify that the organization and its principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from doing business with the Federal Government. By signing this document, you certify that your organization and its principals are not debarred. Failure to comply or attempts to edit this language may disqualify your bid. Information on debarment is available at the following websites: www.sam.gov and https://acguisition.qov/far/index.html see section 52.209-6.

The Contractor Comal Design Group 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.

Clint H

Signature of Contractor's Authorized Official

Clint Harris, President

Name and Title of Contractor's Authorized Official

09/05/2022

Date

REQUIRED FORM
Respondent:
Please complete this form and include with RFQ response 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.

Clint Harris

Signature of Contractor's Authorized Official

Clint Harris, President

Name and Title of Contractor's Authorized Official

09/05/2022

Date

REQUIRED FORM
Respondent:
Please complete this form and include with RFQ response submission.

RESPONDENT INFORMATION FORM

Instructions: Complete the form below. Please provide legible, accurate, and complete contact information. PLEASE PRINT.

RFQ Number & Name: (RFQ 22-050/MR) Structural Integrity and Independent Inspection Services for Flood Mitigation Home Elevation

Respondent's Company/Business Name: Comal Design Group, LLC

Respondent's TAX ID Number: 47-3357958

***If Applicable*:** **HUB Vendor No.** n/a **DBE Vendor No.** n/a

Contact Person: Clint Harris **Title:** President

Phone Number (with area code): (281) 687-7363

Alternate Phone Number if available (with area code): (281) 513-5841

Fax Number (with area code): n/a

Email Address: Clintharris@comaldesign.com

Mailing Address (Please provide a physical address for bid bond return, if applicable):

23410 Grand Reserve Dr Ste 801
Address

Katy, TX 77494
City, State, Zip Code

REQUIRED FORM
Respondent:
Please complete this form and include with RFQ response submission.

VENDOR REFERENCES FORM

Respondent: Please list at least three (3) companies or governmental agencies (preferably a municipality) where the same or similar products and/or services as contained in this specification package were recently provided.

REQUIRED FORM
Respondent: Please complete this form and include with RFQ submission.

REFERENCE ONE

Government/Company Name: Brazoria County, TX

Address: 451 N. Velasco St. Angleton, TX 77515

Contact Person and Title: Joe Ripple, Brazoria County Floodplain Administrator

Phone: (979) 864-1272 Fax: n/a

Email Address: joer@brazoria-county.com Contract Period: May 2019- ongoing

Scope of Work: HMGP Home Elevation Grant Program (Assessments and Inspections)

REFERENCE TWO

Government/Company Name: Olshan Foundation Repair Co. of Houston, LLC

Address: 5902 W. 34th St. Houston, TX 77092

Contact Person and Title: Chris Cates, General Manager

Phone: (713) 223-1900 Fax: n/a

Email Address: ccates@olshan-foundation.com Contract Period: n/a

Scope of Work: Partnership in home elevation work for privately funded projects as well as two ongoing grant programs (Jersey Village and Orange County)

REFERENCE THREE

Government/Company Name: Allied Foundation

Address: 4906 Uvalla Ave. Deer Park, TX 77536

Contact Person and Title: Richard Pacheco, Owner

Phone: (281) 479-5832 Fax: n/a

Email Address: sla682@alliedfoundation.net Contract Period: n/a

Scope of Work: Comal has provided engineering, design, and inspection services to Allied for their home elevation projects.

SIGNATURE PAGE

As permitted under Article 4413 (32c) V.A.C.S., other governmental entities may wish to participate under the same terms and conditions contained in this contract (i.e., piggyback). In the event any other entity participates, all purchase orders will be issued directly from and shipped directly to the entity requiring supplies/services. Jefferson County shall not be held responsible for any orders placed, deliveries made or payment for supplies/services ordered by another entity. Each entity reserves the right to determine their participation in this contract.

Would Respondent be willing to allow other governmental entities to piggyback off this contract, if awarded, under the same terms and conditions? ..... **Yes** ☑ **No** ☐

This Statement of Qualifications/RFQ Response shall remain in effect for ninety (90) days from RFQ opening and shall be exclusive of federal excise and state and local sales tax (exempt).

The undersigned agrees, if this RFQ response is accepted, to furnish any and all items upon which prices are offered, at the price and upon the terms and conditions contained in the Request for Statements of Qualification, Conditions of RFQ Response, Terms of Contract, and Specifications and all other items made a part of the accepted contract.

The undersigned affirms that they are duly authorized to execute the contract, that this company, corporation, firm, partnership or individual has not prepared this RFQ response in collusion with any other Respondent, and that the contents of this RFQ response as to prices, terms or conditions of said response have not been communicated by the undersigned nor by any employee or agent to any other RFQ Respondent or to any other person(s) engaged in this type of business prior to the official opening of this RFQ. And further, that neither the Respondent nor their employees nor agents have been for the past six (6) months directly nor indirectly concerned in any pool or agreement or combination to control the price of goods or services on, nor to influence any person to respond or not to respond thereon.

Comal Design Group	Clint Harris
RFQ Respondent (Entity Name)	Signature
23410 Grand Reserve Dr ste 801	Clint Harris
Street & Mailing Address	Print Name
Katy, TX [redacted] 77494	09/05/22
City, State & Zip	Date Signed
(281) 687-7363	n/a
Telephone Number	Fax Number
clintharris@comaldesign.com	
E-mail Address	

REQUIRED FORM
Respondent:
Please complete this form and include with RFQ response 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.

Clint Harris

Signature of Contractor's Authorized Official

Clint Harris, President

Name and Title of Contractor's Authorized Official *(Please Print)*

09/05/2022

Date

REQUIRED FORM
Respondent:
Please complete this form and include with RFQ response submission.

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether sub-awardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.

2. Identify the status of the covered Federal action.

3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.

4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the sub-awardee, e.g., the first sub-awardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.

5. If the organization filing the report in item 4 checks "Sub-awardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.

6. Enter the name of the federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.

7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.

8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFQ) number; Invitations for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Included prefixes, e.g., "RFQ-DE-90-001."

9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.

10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).

11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503

Approved by OMB
0348-0046

Disclosure of Lobbying Activities

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure)

Type of Federal Action:	**Status of Federal Action:**	**Report Type:**
b a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	a a. bid/offer/application b. initial award c. post-award	a a. initial filing b. material change

Name and Address of Reporting Entity:	**If Reporting Entity in No. 4 is Sub-awardee,** Enter Name and Address of Prime:
✓ Prime _____ Sub-awardee Tier_____, if Known: **Congressional District, if known:**	n/a **Congressional District, if known:**
Federal Department/Agency: n/a	**7. Federal Program Name/Description:** n/a CFDA Number, *if applicable*: _____
Federal Action Number, *if known:* n/a	**9. Award Amount,** *if known:* $ n/a
10. a. Name and Address of Lobbying Registrant *(if individual, last name, first name, MI):* n/a	**b. Individuals Performing Services** *(including address if different from No. 10a)* *(last name, first name, MI):* n/a
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.	**Signature:** Clint H **Print Name:** Clint Harris **Title:** President **Telephone No.:** (281)687-7343 **Date:** 09/05/2021
Federal Use Only	**Authorized for Local Reproduction** **Standard Form - LLL (Rev. 7-97)**

REQUIRED FORM
Respondent:
Please complete this form and include with RFQ response submission.

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

(A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;

(B) a transaction conducted at a price and subject to terms available to the public; or

(C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

***

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds $2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than $100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

Form provided by Texas Ethics Commission www.ethics.state.tx.us Revised 11/30/2015

CONFLICT OF INTEREST QUESTIONNAIRE

CONFLICT OF INTEREST QUESTIONNAIRE — FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. *See* Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY
Date Received

1 **Name of vendor who has a business relationship with local governmental entity.**

Comal Design Group, LLC

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information in this section is being disclosed.**

n/a

Name of Officer

This section (item 3 including subparts A, B, C, & D) must be completed for each officer with whom the vendor has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☐ No n/a

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No n/a

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more?

☐ Yes ☐ No n/a

D. Describe each employment or business and family relationship with the local government officer named in this section.

4

Clint H

Signature of vendor doing business with the governmental entity

09/05/2022

Date

Adopted 8/7/2015

REQUIRED FORM
Respondent:
Please complete this form and include with RFQ response 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 RFQ Respondent" refers to a person who is not a resident.

(4) "Resident RFQ Respondent" refers to a person whose principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

☑ I certify that Comal Design Group [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.):	47-3357958
Company Name submitting bid/proposal/response:	Comal Design Group
Mailing address:	23410 Grand Reserve Dr Ste 801 Katy TX 77494
If you are an individual, list the names and addresses of any partnership of which you are a general partner:	n/a

Property: List all taxable property owned by you or above partnerships in Jefferson County.

Jefferson County Tax Acct. No.*	Property address or location**
n/a	n/a

* This is the property amount identification number assigned by the Jefferson County Appraisal District.

** For real property, specify the property address or legal description. For business property, specify the address where the property is located. For example, office equipment will normally be at your office, but inventory may be stored as a warehouse or other location.

REQUIRED FORM
Respondent:
Please complete this form and include with RFQ response submission.

HOUSE BILL 89 VERIFICATION

I, Clint Harris the undersigned representative of (company or business name) Coral Design Group, LLC (heretofore referred to as company) being an adult over the age of eighteen (18) years of age, after being duly sworn by the undersigned notary, do hereby depose and verify under oath that the company named above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270:

1. Does not boycott Israel currently; and
2. Will not boycott Israel during the term of the contract.

Pursuant to Section 2270.002, Texas Government Code:

1. "**Boycott Israel**" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made ordinary business purposes; and

2. "**Company**" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or an limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business association that exist to make a profit.

Clint Harris
Signature of Company Representative

09/05/2022
Date

On this 5th day of September, 2022, personally appeared

Clint Harris, the above-named person, who after by me being duly sworn, did swear and confirm that the above is true and correct.

Notary Seal

RENEE M LEPLEY
My Notary ID # 998647
Expires December 29, 2025

Renee M Lepley
Notary Signature

09/05/2022
Date

REQUIRED FORM
Respondent:
Please complete this form and include with RFQ response 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.

Comal Design Group
Company Name

RFQ 22-050/MR
IFB/RFP/RFQ number

Certification check performed by:

Clint Harris
Purchasing Representative

09/05/2022
Date

REQUIRED FORM
Respondent:
Please complete this form and include with RFQ 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 RFQ 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 RFQ, 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 Non-Disclosure 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 Non-Disclosure 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]

Clint Harris
Coma Design Group, LLC

By: Clint H
Title: President
Date: 09/05/2022

REQUIRED FORM
Respondent:
Please complete this form and include with RFQ response submission.

RESPONDENT'S CERTIFICATION

I have carefully examined the Request for Proposal Specifications, and any other documents accompanying or made a part of this Request for Proposals.

I hereby propose to furnish the goods or services specified in the Request for Proposal. I agree that my proposal will remain firm for a period of up to **90 days** in order to allow Jefferson County adequate time to evaluate the qualifications submitted.

I verify that all information contained in this proposal is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this proposal on behalf of the firm as its act and deed and that the firm is ready, willing and able to perform if awarded the contract.

I further certify, under oath, that this proposal is made without prior understanding, agreement, connection, discussion, or collusion with any other person, firm or corporation submitting a proposal for the same product or service: no officer, employee or agent of Jefferson County or any other Respondent is interested in said proposal: and that the undersigned executed this Respondent's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

Comal Design Group, LLC
NAME OF BUSINESS

BY:
Clint Harris
SIGNATURE

Clint Harris, President
NAME & TITLE, TYPED OR PRINTED

23410 Grand Reserve Dr ste 801
MAILING ADDRESS

Katy, TX 77494
CITY, STATE, ZIP CODE

281, 687-7363
TELEPHONE NUMBER

Sworn to and subscribed before me
this 5th day of
September, 2022

Renee M Lepley
Notary Public

State of Texas

My Commission Expires: 01/05/2022 Re
10/29/2025

RENEE M LEPLEY
My Notary ID # 998647
Expires December 29, 2025

REQUIRED FORM
Respondent:
Please complete this form and include with RFQ response submission.

JEFFERSON COUNTY PURCHASING DEPARTMENT

Deborah L. Clark, Purchasing Agent

1149 Pearl Street
1st Floor, Beaumont, TX 77701

OFFICE MAIN: (409) 835-8593
FAX: (409) 835-8456

August 16, 2022

Request for Statements of Qualifications
(RFQ 22-050/MR) Structural Integrity and Independent Inspection Services for Flood Mitigation Home Elevation, Pursuant to Chapter 262, Texas Local Government Code, the County Purchasing Act and 2 CFR Section 200.318-326.

Jefferson County is seeking submittals from qualified firms to provide professional Structural Integrity and Independent Inspection Services in accordance with Request for Statements of Qualifications (RFQ 22-050/MR) Structural Integrity and Independent Inspection Services for Flood Mitigation Home Elevation, Pursuant to Chapter 262, Texas Local Government Code, the County Purchasing Act and 2 CFR Section 200.318-326.

All interested firms should obtain a "Request for Qualifications" specifications packet from the Jefferson County Purchasing webpage at: https://www.co.jefferson.tx.us/Purchasing/

All submittals shall be evaluated by an Evaluation Committee. This committee will evaluate submissions to this request and select the firm that is most qualified, responsive, and experienced.

Responses are to be sealed and addressed to the Purchasing Agent with the request for qualifications number and name marked on the outside of the envelope or box. All responses shall be submitted with an original and (5) five copies, to the Jefferson County Purchasing Department, 1149 Pearl Street, 1st Floor, Beaumont, Texas 77701, no later than 11:00 am CT, September 7, 2022. Jefferson County does not accept responses submitted electronically. Responses will be publicly opened and the names of responding firms will be read aloud in the Jefferson County Engineering Department Conference Room (5th Floor, Historic Courthouse) 1149 Pearl Street, Beaumont, Texas 77701 at the time and date below. Statements of Qualifications received after that time will be considered late and will be returned unopened. Inquiries shall be directed to Mistey Reeves, Assistant Purchasing Agent at 409-835-8593 or mreeves@co.jefferson.tx.us. If no response in 72 hours, contact Deborah Clark, Purchasing Agent at 409-835-8593 or dclark@co.jefferson.tx.us.

REQUEST NAME:	**Structural Integrity and Independent Inspection Services for Flood Mitigation Home Elevation, Pursuant to Chapter 262, Texas Local Government Code, the County Purchasing Act and 2 CFR Section 200.318-326.**
REQUEST NUMBER:	**RFQ 22-050/MR**
DUE DATE/TIME:	**11:00 am CT, Wednesday, September 7, 2022**
MAIL OR DELIVER TO:	**Jefferson County Purchasing Department** **1149 Pearl Street, 1st Floor** **Beaumont, TX 77701**

Jefferson County encourages Disadvantaged Business Enterprises (DBEs), Minority/Women Business Enterprises (M/WBEs), and Historically Underutilized Businesses (HUBs) to participate in the bidding process. Jefferson County does not discriminate on the basis of race, color, national origin, sex, religion, age or disability in employment, or the provisions of services. Individuals requiring special accommodations are requested to contact our office at least seven (7) days prior to the bid due date (at 409-835-8593) to make appropriate arrangements.

All interested firms are invited to submit a proposal in accordance with the terms and conditions stated in this request.

Respondents are strongly encouraged to carefully read the entire invitation, as failure to return and/or complete all required documentation will result in a response being declared as non-responsive.

Sincerely,

Deborah Clark

Deborah L. Clark, Purchasing Agent
Jefferson County, Texas

PUBLISH:
Beaumont Enterprise & Port Arthur News:
August 17th & 24th, 2022
Enterprise: **August 25, 2022**

TABLE OF CONTENTS

TABLE OF CONTENTS 1
SECTION 1: INTRODUCTION 2
1.1 PURPOSE/SCOPE OF WORK 2
1.2 PROCEDURE 3
1.3 EVALUATION COMMITTEE 3
1.4 EVALUATION PROCESS 3
1.5 FIRM's SERVICES 4
1.6 LAWS AND REGULATIONS 4
1.7 INSURANCE REQUIREMENTS 4
1.8 WORKER'S COMPENSATION INSURANCE 4
1.9 TERMS AND CONDITIONS 6
INSERTION PAGE: CERTIFICATE OF INSURANCE (COI) 7
SECTION 2: RFQ SUBMISSION REQUIREMENTS AND SPECIAL REQUIREMENTS 8
BYRD ANTI-LOBBYING CERTIFICATION FORM 22
DEBARMENT/SUSPENSION CERTIFICATION 23
CIVIL RIGHTS COMPLIANCE PROVISIONS 24
SECTION 3: RFQ SUBMISSION REQUIREMENTS AND SPECIAL REQUIREMENTS 26
3.1 SUBMISSION OF QUALIFICATIONS 26
3.2 DEADLINE FOR RESONSE SUBMISSIONS/DELIVERY 26
3.3 COURTHOUSE SECURITY 26
3.4 COUNTY HOLIDAYS (2022) 27
3.5 SUBMISSIONS DURING TIME OF INCLEMENT WEATHER, DISASTER, OR EMERGENCY 27
3.6 PRE-PROPOSAL CONFERENCE 27
3.7 QUESTIONS/DEADLINE FOR QUESTIONS 27
3.8 VENDOR REGISTRATION: SAM (SYSTEM FOR AWARD MANAGEMENT) 27
3.9 FORM 1295 SUBMISSION REQUIREMENT (TEXAS ETHICS COMMISSION) 28
SAMPLE FORM 1295 29
INSERTION PAGE: COMPLETED FORM 1295 30
INSERTION PAGE: COMPLETED SYSTEM FOR AWARD MANAGEMENT (SAM) REGISTRATION PROOF 31
3.10 MINIMUM REQUIMENTS: FIRM INFORMATION 32
3.11 ADDITIONAL INFORMATION FOR RESPONSE INCLUSION 32
3.12 CONFIDENTIAL/PROPRIETARY INFORMATION 32
3.13 EVALUATION SCORING CRITERIA 33
RESPONDENT INFORMATION FORM 34
VENDOR REFERENCE FORM 35
SIGNATURE PAGE 36
CERTIFICATION REGARDING LOBBYING 37
DISCLOSURE OF LOBBYING ACTIVITIES 38
CONFLICT OF INTEREST QUESTIONNAIRE 40
LOCAL GOVERNMENT OFFICER – CONFLICT OF INTEREST DISCLOSURE STATEMENT (OFFICE USE ONLY) 42
RESIDENCE CERTIFICATION/TAX FORM 43
HOUSE BILL 89 VERIFICATION 44
SENATE BILL 252 CERTIFICATION 45
NON-DISCLOSURE AGREEMENT 46
RESPONDENT'S CERTIFICATION 47

SECTION 1: INTRODUCTION: REQUEST FOR STATEMENTS OF QUALIFICATION
(RFQ 22-050/MR) Structural Integrity and Independent Inspection Services for Flood Mitigation Home Elevation, Pursuant to Chapter 262, Texas Local Government Code, the County Purchasing Act and 2 CFR Section 200.318-326.

1.1 PURPOSE/SCOPE OF WORK

Jefferson County is requesting statements of qualifications and experience from all interested Structural Integrity and Independent Inspection Firms desiring to provide professional Inspections for FMA, HMA and BRIC programs for home elevations.

PROJECT DESCRIPTION

Jefferson County is seeking qualified professional services to assist the County in inspecting homes for structural integrity, provide an Inspection Report and provide a Certificate of Occupancy. The County will use funding from FMA, HMA and BRIC programs to carry out these activities.

Structures must be structurally sound a capable of being elevated safely. Prior to homeowner participating in a FMA, HMA and BRIC project to elevate their house, homeowners will need to have a structural integrity assessment and inspection performed by an Independent Structural Engineer that will determine whether a house can be successfully elevated or not. Therefore, Jefferson County intends to enter into a Professional Services Agreement with one (1) or more prime firm(s) to provide services for the following:

- Perform up to 150 structural analyses and onsite inspections to determine if a structure can withstand the stress of being elevated or if better suited to be reconstructed. Inspection services include providing the County and homeowner with an Inspection Report and a Certificate of Occupancy.
    a. The first batch of homes to be assessed and inspected will number four (4). Subsequent batches of homes will be released throughout the upcoming projects. The firm(s) will be issued a Notice to Proceed for each batch of homes.
- Firms are to perform all necessary work on all assigned structural integrity analyses for each batch of homes within a three (3) month period from the Notice to Proceed determined upon award.

SCOPE OF WORK

Engineers will inspect homes prior to homeowner participating in a HGMP project and at the following milestones.

1. Inspect structure after Milestone 2 to ensure that the excavation and tunneling under the home is completed. Milestone 2 includes the following:
    a. Mobilization of equipment
    b. Clearing work
    c. Tunneling completed
    d. Structure is elevated and resting on cribbing completed
    e. Mid-lift EC showing structure is at or above the designated flood elevation. Inspection takes place.
2. Inspect structure after Milestone 3 to ensure that the structure is elevated and self-supporting. Water and sewer have been retrofitted/repaired. An elevation certificate has been submitted to verify compliance with the County's adopted flood ordinance. Milestone 3 includes the following:
    a. Piers and/or post columns are built
    b. New foundation is complete
        i. If foundation type will have CMU block wall – capture photos of posts, piles or columns as needed.
    c. Inspection takes place.
3. Inspect structure after Milestone 4 when all work has been completed. The firm will provide a Final Inspection which will show that the structure has been elevated to the locally compliant Designated Flood Elevation. All permits have been successfully closed out and grant paperwork has been provided as necessary. Communication has

occurred by the inspection firm, who will issue a Certificate of Occupancy, to the homeowner. A Certificate of Occupancy will not be issued until after the final inspection.

MINIMUM REQUIREMENTS

1. Minimum of three (3) years of structural integrity testing, inspection and certificate of occupancy services experience.
2. Minimum of three (3) years firm and firm ownership / key staff experience in structural integrity testing, inspection and certificate of occupancy services experience.
3. Background check, criminal and or affidavit of no suspensions or criminal actions against owners and or company for non-performance of work.

1.2 PROCEDURE.

Firms are encouraged to submit statements of qualifications and experience. The Jefferson County Commissioners' Court will appoint a Selection Review Committee to evaluate qualified responses. Responses will be ranked on the basis of demonstrated experience, competence, and qualifications. Fees, price, work hours, or any other cost information will not be considered in the development of the short list.

Jefferson County will then enter into negotiations with the highest qualified firm. The negotiations will first establish the scope, terms and conditions, and time limits for the proposed contract. Once agreement is reached between Jefferson County and the selected firm, the County will request a fee proposal from the firm. If agreement is reached, the County will retain the firm and enter into a written contract with it. If an agreement cannot be negotiated with the selected firm, the County will then enter into negotiations with the next most qualified firm. This procedure will continue until agreement is reached and a contract is produced. If the County cannot negotiate an agreement, the procedure will be terminated.

1.3 SELECTION REVIEW COMMITTEE.

Because of the diversity of the departments and activities of the County, the Commissioners' Court will appoint the Selection Review Committee for this Request for Qualifications. The Purchasing Agent may appoint a Chairperson and no less than two (2) other members for the committee. Typically, the committee will consist of at least one professional in the task required, a person knowledgeable about procurement practices, and either a representative of the department requesting the project, or the department executing the project. However, this structure is not binding and subject to change at the discretion of the Purchasing Agent. Other members may be appointed to the Evaluation Committee as necessary and appropriate, but the total number of persons committee shall not exceed five (5) persons. Committee appointments shall be in writing and shall briefly describe the scope of the project and, if necessary, the primary disciplines required to accomplish the project in order to assist the committee in developing a list of firms that might best accomplish the work required. Committee membership and project requirements will vary from project to project. Therefore, a firm rated number one for one project could be considered not qualified or ranked lower on another project.

1.4 EVALUATION PROCESS.

While Jefferson County appreciates a brief, straight-forward, and concise reply; Respondent must fully understand that the evaluation is based on the information provided. Accuracy and completeness are essential. Omissions, ambiguous, and equivocal statements may be construed against the respondent. The RFQ response may be incorporated into any contract which results from this RFQ, and vendor(s) are cautioned not to make claims or statements it is not prepared to commit to contractually. Failure of the vendor to meet such claims will result in a requirement that the vendor provide resources necessary to meet submitted claims.

The Jefferson County Purchasing Department may initiate discussions with selected vendors; however, discussions may not be initiated by vendors.

The Jefferson County Purchasing Department expects to conduct discussions with vendor's representatives authorized to contractually obligate the vendor with an offer. **Vendors shall not contact any Jefferson County personnel during the RFQ process without the express permission from the Jefferson County Purchasing Agent. The Purchasing Agent will disqualify any vendor who has made site visits, contacted Jefferson County personnel, or distributed any literature without authorization from the Jefferson County Purchasing Department.**

All correspondence relating to this RFQ, from advertisement to award shall be sent to the Jefferson County Purchasing Department. All presentations and/or meetings between Jefferson County and the vendor relating to this RFQ shall be coordinated by the Jefferson County Purchasing Department.
Selected vendors may be expected to make a presentation/product demonstration to an Evaluation Committee. Proposals, vendor presentations, and product/service evaluations may develop into negotiating sessions with the vendor(s) as selected by the Evaluation Committee. Jefferson County expects to conduct negotiations with vendor representatives authorized to contractually obligate the vendor with an offer. If vendor is unable to agree to contract terms and conditions, Jefferson County reserves the right to terminate contract negotiations with that vendor and initiate negotiations with another vendor. In addition to a presentation, visits by the Evaluation Committee to representative vendor client sites may be conducted where the proposed solution can be demonstrated in a production environment.

1.5 STRUCTURAL INTEGRITY AND INDEPENDENT INSPECTION FIRM's SERVICES.

A. A description of services that may be utilized under this RFQ includes:
1. Structural Integrity Inspection & Report
2. Certificate of Occupancy

1.6 LAWS AND REGULATIONS.

A. The Structural Integrity and Independent Inspection Firm(s) must comply with all laws, ordinances, and rules and regulations which govern the work specified in this contract.

1.7 INSURANCE.

The contractor including any and all subcontractors (as defined in **Section 1.8.1.3** below) shall, at all times during the term of this contract, maintain insurance coverages with not less than the type and requirements shown below. Such insurance is to be provided at the sole cost of the contractor. These requirements do not establish limits of the contractor's liability.

All policies of insurance shall waive all rights of subrogation against the County, its officers, employees and agents; a copy of the policy wording or endorsement is required.

Contractor shall furnish Jefferson County with Certificate of Insurance naming Jefferson County as additional insured and will provide the actual policy wording or endorsement showing as such.

All insurance must be written by an insurer licensed to conduct business in the State of Texas.

Minimum Insurance Requirements:

Public Liability, including Products & Completed Operations	$1,000,000
Excess Liability	$1,000,000

Property Insurance (policy below that is applicable to this project):
Improvements & Betterments Policy: Improvements/Remodeling (for Lease Tenants)
Builder's Risk Policy: Structural Coverage for Construction Projects
Installation Floater Policy: Improvements/Alterations to Existing Structure

Workers' Compensation Statutory Coverage (**See Section 1.8 Below**)

1.8 WORKER'S COMPENSATION INSURANCE.

1.8.1 Definitions:

1.8.1.1 **Certificate of coverage ("Certificate")** – A copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a coverage agreement, DWC-81, DWC-82, DWC-83, or DWC-84 showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.

1.8.1.2 **Duration of the project** – Includes the time from the beginning of the work on the project until the contractor's/person's work on the project has been completed and accepted by the governmental entity.

1.8.1.3 **Persons providing services on the project ("subcontractor") in article 406.096** – Includes all persons or entities performing all or part of the services under the contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractor, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project. "Services" includes, without limitation, providing, hauling or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

1.8.2 The Contractor shall provide coverage, based on proper reporting of classification code and payroll amounts and filing any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the contractor providing services on the project, for the duration of the project.

1.8.3 The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract – refer **to Section 1.7** above.

1.8.4 If the coverage period shown on the Contractor's current certificate of coverage ends during the duration of the project, the Contractor must, prior to the end of the coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been extended.

1.8.5 The Contractor shall obtain from each person providing services on a project, and provide to the governmental entity:

1.8.5.1 A certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project; and

1.8.5.2 No later than seven (7) days after receipt by the Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate ends during the duration of the project.

1.8.6 The Contractor shall retain all required certificates of coverage for the duration of the project and for one (1) year thereafter.

1.8.7 The Contractor shall notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.

1.8.8 The Contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Department of Workers' Compensation, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.

1.8.9 The Contractor shall contractually require each person with whom it contracts to provide services on a project to:

1.8.9.1 Provide coverage, based on reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all its employees providing services on the project, for the duration of the project.

1.8.9.2 Provide to the Contractor, prior to that person beginning work on the project a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project.

1.8.9.3 Provide the Contractor, prior to the end of coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.

1.8.9.4 Obtain from each person with whom it contracts, and provide to the Contractor:

1.8.9.4.1 A certificate of coverage, prior to the other person beginning work on the project; and

1.8.9.4.2 the coverage period, if the coverage period shown on the current certificate of a new certificate of coverage showing extension of coverage, prior to the end of coverage ends during the duration of the project.

1.8.9.5 Retain all required certificates of coverage on file for the duration of the project and for one (1) year thereafter.

1.8.9.6 Notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and

1.8.9.7 Contractually require each person with whom it contracts to perform as required by paragraphs **1.8.1. – 1.8.7**., with the certificates of coverage to be provided to the person for whom they are providing services.

1.8.10 By signing this contract or providing or causing to be provided a certificate of coverage, the Contractor is representing to the governmental entity that all employees of the contractor who will provide services of the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

1.8.11 The Contractor's failure to comply with any of these provisions is a breach of contract by the Contractor which entitles the governmental entity to declare the contract void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the governmental entity.

1.9 TERMS AND CONDITIONS.

1. Jefferson County reserves the right to request clarification of information submitted and to request additional information of one or more respondents.
2. Any agreement or contract resulting from this RFQ shall be on forms approved by Jefferson County and shall contain, at minimum, applicable provisions of this document. Jefferson County reserves the right to reject any agreement that does not conform to this document and any County requirements and contracts.
3. The Structural Integrity and Independent Inspection Firm shall not assign any interest in the contract and shall not transfer any interest in the same without prior written consent of the County.
4. No reports, information, or data given to or prepared by the Structural Integrity and Independent Inspection Firm under contract shall be made available to any individual or organization by the Structural integrity and Independent Inspection Firm without the prior written approval of the County.

RESPONDENT: INSERT COPY OF CERTIFICATE OF INSURANCE (COI) BEHIND THIS PAGE.

Note: For RFQ response submission purposes, a general COI will suffice. However, a COI that includes the notation that "Jefferson County as an additional insured" will be required from Awarded Respondent(s) prior to the issuance of a Purchase Order.

SECTION 2: FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA)
MANDATED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY UNDER FEDERAL AWARDS REQUIRED BY 2 C.F.R. §200.326 APPENDIX II TO 2 CFR §200 (REVISED JUNE 2022)

REMEDIES

(For all awarded contracts with a value greater than $150,000.00)

Any violation or breach of terms of this contract on the part of the Contractor or the Contractor's subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this contract. The duties and obligations imposed by the contract documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. Any violation or breach of terms of this contract of the Contractor or the Contractor's sub-contractors will be subject to the remedies, including liquidated damages, described in the bid specifications or Request for Proposal and the Client rules and regulations and special conditions which are incorporated herein by reference in their entirety.

TERMINATION FOR CAUSE AND CONVENIENCE

(For all awarded contracts with a value greater than $10,000.00)

The Client reserves the right to terminate this contract for cause or convenience pursuant to the rules and regulations and special conditions which are incorporated herein by reference in their entirety.

EQUAL EMPLOYMENT OPPORTUNITY

(For all awarded contracts that meet the definition of "federally assisted construction contract" provided in 41 CFR Part 60-1.3) *Contractor must complete enclosed certification*

During the performance of this contract, the contractor agrees as follows:

1. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:
Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this non-discrimination clause.

2. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

3. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

4. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

6. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

7. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

8. The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

DAVIS-BACON ACT AND COPELAND "ANTI-KICKBACK" ACT

(The Davis-Bacon Act only applies to the Emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant Program. It DOES NOT apply to other FEMA grant and cooperative agreement programs, including the Public Assistance Program.

1. ***Minimum wages.***

i. All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 193 7 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at

time of payment computed at rates not less than those contained in the wage dete1mination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1 (b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(l)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in §5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided,* that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(l)(ii) of this section) and the Davis Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

ii. (A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination, and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

2) The classification is utilized in the area by the construction industry; and

3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions , including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D)The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(l)(ii) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

i. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

ii. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided,* That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account asset for the meeting of

obligations under the plan or program.

2. ***Withholding.***

The Federal Agency and/or Client shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 193 7 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the (Agency) may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. ***Payrolls and basic records.***

i. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section I (b) (2) (B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(l)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section I(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

ii. (A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the federal agency if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to the federal agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee *(e.g.,* the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at *http://www.dol.gov/esa/whd(forms/wh347Instr.htm* or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the federal agency if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit them to the applicant, sponsor, or owner, as the case may be, for transmission to the federal agency, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, sponsor, or owner). (B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

1) That the payroll for the payroll period contains the information required to be provided under §5.5 (a) (3) (ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5

(a) (3) (i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

i. The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section section available for inspection, copying, or transcription by authorized representatives of the federal agency or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. ***Apprentices and trainees.***

i. ***Apprentices.*** Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractors registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

ii. ***Trainees.*** Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted

under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

iii. ***Equal employment opportunity.*** The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

5. ***Compliance with Copeland Act requirements.***

The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

6. ***Subcontracts.***

The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a) (I) through (10) and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

7. ***Contract termination: debarment.***

A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. ***Compliance with Davis-Bacon and Related Act requirements.***

All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. ***Breach.***

A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

10. ***Disputes concerning labor standards.***

Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

11. ***Certification of eligibility.***

1) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis Bacon Act or 29 CFR 5.12(a)(I).

2) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(I).

3) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

(For all awarded contracts related to "mechanics and laborers" with a value greater than $100,000.00)

1) **Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
2) **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of $27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.
3) **Withholding for unpaid wages and liquidated damages.** The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.
4) **Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT

(This requirement **does not apply** to the Public Assistance, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households - Other Needs Assistance Grant Program, as FEMA awards under these programs do not meet the definition of "funding agreement." If FEMA federal award meets definition of "funding agreement" under 37 CFR §401.2(a), for all awarded contracts related to experimental, developmental, or research work type contracts)

(a) Definitions

(1) *Invention* means any invention or discovery which is or may be patentable or otherwise protectable under Title 35 of the United States Code, or any novel variety of *et seq.).*
(2) *Subject invention* means any invention of the *contractor* conceived or first actually reduced to practice in the performance of work under this *contract,* provided that in the case of a variety of plant, the date of determination (as defined in section 41(d) of the Plant Variety Protection Act, 7 U.S.C. 2401 (d)) must also occur during the period of *contract* performance.
(3) *Practical Application* means to manufacture in the case of a composition or product, to practice in the case of a process or method, or to operate in the case of a machine or system; and, in each case, under such conditions as to establish that the invention is being utilized and that its benefits are, to the extent permitted by law or government regulations, available to the public on reasonable terms.
(4) *Made* when used in relation to any invention means the conception or first actual reduction to practice of such invention.
(5) *Small Business Firm* means a small business concern as defined at section 2 of Pub. L. 85-536 (15 U.S.C. 632) and implementing regulations of the Administrator of the Small Business Administration. For the purpose of this clause, the size standards for small business concerns involved in government procurement and

subcontracting at 13 CFR 121.3-8 and 13 CFR 121.3- 12, respectively, will be used.

(6) *Nonprofit Organization* means a university or other institution of higher education or an organization of the type described in section 501 (c) (3) of the Internal Revenue Code of 1954 (26 U.S.C. 501(c) and exempt from taxation under section 501(a) of the Internal Revenue Code (25 U.S.C. 501(a)) or any nonprofit scientific or educational organization qualified under a state nonprofit organization statute.

(b) Allocation of Principal Rights

The *Contractor* may retain the entire right, title, and interest throughout the world to each subject invention subject to the provisions of this clause and 35 U.S.C. 203. With respect to any subject invention in which the *Contractor* retains title, the Federal government shall have a nonexclusive, non-transferable, irrevocable, paid-up license to practice or have practiced for or on behalf of the United States the subject invention throughout the world.

(c) Invention Disclosure, Election of Title and Filing of Patent Application by *Contractor*

(1) The *contractor* will disclose each subject invention to the *Federal Agency* within two months after the inventor discloses it in writing to *contractor* personnel responsible for patent matters. The disclosure to the agency shall be in the form of a written report and shall identify the *contract* under which the invention was made and the inventor(s). It shall be sufficiently complete in technical detail to convey a clear understanding to the extent known at the time of the disclosure, of the nature, purpose, operation, and the physical, chemical, biological or electrical characteristics of the invention. The disclosure shall also identify any publication, on sale or public use of the invention and whether a manuscript describing the invention has been submitted for publication and, if so, whether it has been accepted for publication at the time of disclosure. In addition, after disclosure to the *agency,* the *Contractor* will promptly notify the *agency* of the acceptance of any manuscript describing the invention for publication or of any on sale or public use planned by the *contractor.*

(2) The *Contractor* will elect in writing whether or not to retain title to any such invention by notifying the *Federal agency* within two years of disclosure to the *Federal agency.* However, in any case where publication, on sale or public use has initiated the one-year statutory period wherein valid patent protection can still be obtained in the United States, the period for election of title may be shortened by the *agency* to a date that is no more than 60 days prior to the end of the statutory period.

(3) The *contractor* will file its initial patent application on a subject invention to which it elects to retain title within one year after election of title or, if earlier, prior to the end of any statutory period wherein valid patent protection can be obtained in the United States after a publication, on sale, or public use. The *contractor* will file patent applications in additional countries or international patent offices within either ten months of the corresponding initial patent application or six months from the date permission is granted by the Commissioner of Patents and Trademarks to file foreign patent applications where such filing has been prohibited by a Secrecy Order.

(4) Requests for extension of the time for disclosure, election, and filing under subparagraphs (1), (2), and (3) may, at the discretion of the *agency,* be granted.

(d) Conditions When the Government May Obtain Title

The *contractor* will convey to the *Federal agency,* upon written request, title to any subject invention-

(1) If the *contractor* fails to disclose or elect title to the subject invention within the times specified in (c), above, or elects not to retain title; provided that the *agency* may only request title within 60 days after learning of the failure of the *contractor* to disclose or elect within the specified times.

(2) In those countries in which the *contractor* fails to file patent applications within the times specified in (c) above; provided, however, that if the *contractor* has filed a patent application in a country after the times specified in (c) above, but prior to its receipt of the written request of the *Federal agency,* the *contractor* shall continue to retain title in that country.

(3) In any country in which the *contractor* decides not to continue the prosecution of any application for, to pay the maintenance fees on, or defend in reexamination or opposition proceeding on, a patent on a subject invention.

(e) Minimum Rights to *Contractor* and Protection of the *Contractor* Right to File

(1) The *contractor* will retain a nonexclusive royalty-free license throughout the world in each subject invention to which the Government obtains title, except if the *contractor* fails to disclose the invention within the times specified in (c), above. The *contractor's* license extends to its domestic subsidiary and affiliates, if any, within the corporate structure of which the *contractor* is a party and includes the right to grant sublicenses of the same scope to the extent the *contractor* was legally obligated to do so at the time the *contract* was awarded. The license is transferable only with the approval of the *Federal* to which the invention pertains.

(2) The *contractor's* domestic license may be revoked or modified by the *funding Federal agency* to the extent necessary to achieve expeditious practical application of the subject invention pursuant to an application for an exclusive license submitted in accordance with applicable provisions at 37 CFR part 404 and *agency* licensing regulations (if any). This license will not be revoked in that field of use or the geographical areas in which the *contractor* has achieved practical application and continues to make the benefits of the invention reasonably accessible to the public. The license in any foreign country may be revoked or modified at the discretion of the *funding Federal agency* to the extent the *contractor,* its licensees, or the domestic subsidiaries or affiliates have failed to achieve practical application in that foreign country.

(3) Before revocation or modification of the license, the *funding Federal agency* will furnish the *contractor* a written notice of its intention to revoke or modify the license, and the *contractor* will be allowed thirty days (or such other time as may be authorized by the *funding Federal agency* for good cause shown by the *contractor)* after the notice to show cause why the license should not be revoked or modified. The *contractor* has the right to appeal, in accordance with applicable regulations in 37 CFR part 404 and *agency* regulations (if any) concerning the licensing of Government-owned inventions, any decision concerning the revocation or modification of the license.

(f) *Contractor* Action to Protect the Government's Interest

(1) The *contractor* agrees to execute or to have executed and promptly deliver to the *Federal agency* all instruments necessary to

(i) establish or confirm the rights the Government has throughout the world in those subject inventions to which the *contractor* elects to retain title, and

(ii) convey title to the *Federal agency* when requested under paragraph (d) above and to enable the government to obtain patent protection throughout the world in that subject invention.

(2) The *contractor* agrees to require, by written agreement, its employees, other than clerical and nontechnical employees, to disclose promptly in writing to personnel identified as responsible for the administration of patent matters and in a format suggested by the *contractor* each subject invention made under *contract* in order that the *contractor* can comply with the disclosure provisions of paragraph (c), above, and to execute all papers necessary to file patent applications on subject inventions and to establish the government's rights in the subject inventions. This disclosure format should require, as a minimum, the information required by (c) (l), above. The *contractor* shall instruct such employees through employee agreements or other suitable educational programs on the importance of reporting inventions in sufficient time to permit the filing of patent applications prior to U.S. or foreign statutory bars.

(3) The *contractor* will notify the *Federal agency* of any decisions not to continue the prosecution of a patent application, pay maintenance fees, or defend in a reexamination or opposition proceeding on a patent, in any country, not less than thirty days before the expiration of the response period required by the relevant patent office.

(4) The *contractor* agrees to include, within the specification of any United States patent applications and any patent issuing thereon covering a subject invention, the following statement, "This invention was made with government support under (identify the *contract)* awarded by (identify the Federal agency). The government has certain rights in the invention."

(g) Subcontracts

(1) The *contractor* will include this clause, suitably modified to identify the parties, in all subcontracts, regardless of tier, for experimental, developmental or research work. The subcontractor will retain all rights provided for the *contractor* in this clause, and the *contractor* will not, as part of the consideration for awarding the subcontract, obtain rights in the subcontractor's subject inventions.

(2) In the case of subcontracts, at any tier, when the prime award with the Federal agency was a contract (but

not a grant or cooperative agreement), the *agency,* subcontractor, and the contractor agree that the mutual obligations of the parties created by this clause constitute a contract between the subcontractor and the Federal agency with respect to the matters covered by the clause; provided, however, that nothing in this paragraph is intended to confer any jurisdiction under the Contract Disputes Act in connection with proceedings under paragraph (i) of this clause.

(h) Reporting on Utilization of Subject Inventions

The *Contractor* agrees to submit on request periodic reports no more frequently than annually on the utilization of a subject invention or on efforts at obtaining such utilization that are being made by the *contractor* or its licensees or assignees. Such reports shall include information regarding the status of development, date of first commercial sale or use, gross royalties received by the contractor, and such other data and information as the *agency* may reasonably specify. The *contractor* also agrees to provide additional reports as may be requested by the *agency* in connection with any march-in proceeding undertaken by the *agency* in accordance with paragraph (i) of this clause. As required by 35 U.S.C. 202(c) (5), the *agency* agrees it will not disclose such information to persons outside the government without permission of the *contractor.*

(i) Preference for United States Industry

Notwithstanding any other provision of this clause, the *contractor* agrees that neither it nor any assignee will grant to any person the exclusive right to use or sell any subject inventions in the United States unless such person agrees that any products embodying the subject invention or produced through the use of the subject invention will be manufactured substantially in the United States. However, in individual cases, the requirement for such an agreement may be waived by the *Federal agency* upon a showing by the *contractor* or its assignee that reasonable but unsuccessful efforts have been made to grant licenses on similar terms to potential licensees that would be likely to manufacture substantially in the United States or that under the circumstances domestic manufacture is not commercially feasible.

(j) March-in Rights

The *contractor* agrees that with respect to any subject invention in which it has acquired title, the *Federal agency* has the right in accordance with the procedures in 37 CFR 401.6 and any supplemental regulations of the *agency* to require the *contractor,* an assignee or exclusive licensee of a subject invention to grant a nonexclusive, partially exclusive, or exclusive license in any field of use to a responsible applicant or applicants, upon terms that are reasonable under the circumstances, and if the *contractor,* assignee, or exclusive licensee refuses such a request the *Federal agency* has the right to grant such a license itself if the *Federal agency* determines that:

(1) Such action is necessary because the *contractor* or assignee has not taken or is not expected to take within a reasonable time, effective steps to achieve practical application of the subject invention in such field of use.

(2) Such action is necessary to alleviate health or safety needs which are not reasonably satisfied by the *contractor,* assignee or their licensees;

(3) Such action is necessary to meet requirements for public use specified by Federal regulations and such requirements are not reasonably satisfied by the *contractor,* assignee or licensees; or

(4) Such action is necessary because the agreement required by paragraph (i) of this clause has not been obtained or waived or because a licensee of the exclusive right to use or sell any subject invention in the United States is in breach of such agreement.

(k)Special Provisions for *Contracts* with Nonprofit Organizations If the *contractor* is a nonprofit organization, it agrees that:

(1) Rights to a subject invention in the United States may not be assigned without the approval of the *Federal agency,* except where such assignment is made to an organization which has as one of its primary functions the management of inventions, provided that such assignee will be subject to the same provisions as the *contractor;*

(2) The *contractor* will share royalties collected on a subject invention with the inventor, including Federal employee co-inventors (when the agency deems it appropriate) when the subject invention is assigned in accordance with 35 U.S.C. 202(e) and 37 CFR 401.10;

(3) The balance of any royalties or income earned by the *contractor* with respect to subject inventions, after payment of expenses (including payments to inventors) incidental to the administration of subject inventions, will be utilized for the support of scientific research or education; and

(4) It will make efforts that are reasonable under the circumstances to attract licensees of subject invention that are small business firms and that it will give a preference to a small business firm when licensing a subject invention if the *contractor* determines that the small business firm has a plan or proposal for marketing the

invention which, if executed, is equally as likely to bring the invention to practical application as any plans or proposals from applicants that are not small business firms; provided, that the *contractor* is also satisfied that the small business firm has the capability and resources to carry out its plan or proposal. The decision whether to give a preference in any specific case will be at the discretion of the *contractor.* However, the *contractor* agrees that the Secretary applicants, and the *contractor* will negotiate changes to its licensing policies, procedures, or practices with the Secretary when the Secretary's review discloses that the *contractor* could take reasonable steps to implement more effectively the requirements of this paragraph (k)(4).

(l) Communication

Any communications to be given hereunder by either party to the other shall be deemed to be duly given if set forth in writing and personally delivered or sent by mail, registered or certified, postage prepaid with return receipt requested, as follows:

_____

_____

_____

_____

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
Respondent:
Please complete this form and include with RFQ response submission.

DEBARMENT/SUSPENSION CERTIFICATION

Non-Federal entities and contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, Debarment and Suspension (1986) and Executive Order 12689, Debarment and Suspension (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (No procurement Debarment and Suspension).

This requirement applies to all FEMA grant and cooperative agreement programs.

Federal Executive Order (E .O.) 12549 "Debarment" requires that all contractors receiving individual awards, using federal funds, and all sub recipients certify that the organization and its principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from doing business with the Federal Government. By signing this document, you certify that your organization and its principals are not debarred. Failure to comply or attempts to edit this language may disqualify your bid. Information on debarment is available at the following websites: www.sam.gov and https://acguisition.qov/far/index.html see section 52.209-6.

The Contractor _____ 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
Respondent:
Please complete this form and include with RFQ response 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
Respondent:
Please complete this form and include with RFQ response submission.

SECTION 3: RFQ SUBMISSION INSTRUCTIONS AND SPECIAL REQUIREMENTS

The following requirements and instructions **supersede** General Requirements where applicable.

3.1 SUBMISSION OF QUALIFICATIONS.

Each Respondent shall ensure that required parts of the RFQ response are completed with accuracy and submitted as per the requirements within this specifications packet, including any addenda.

Responses must be submitted in complete original form by mail or messenger to the following address:

Jefferson County Purchasing Department
1149 Pearl Street, 1st Floor
Beaumont, TX 77701

Respondent shall submit response in a tightly sealed opaque envelope or box, plainly marked "SEALED RFQ RESPONSE." The outside of the envelope of box shall also include the RFQ Number, RFQ Name, RFQ Due Date, and the Respondent's Name and Address; and shall be addressed to the Purchasing Agent.

The County requests that response submissions NOT be bound by staples or glued spines.

Respondent is responsible for submitting: One (1) original and five (5) response copies; with all copies to include a completed copy of this specifications packet, in its entirety.

Respondent shall monitor the Jefferson County Purchasing Department Website for any addenda, additional instructions, or RFQ updates. https://www.co.jefferson.tx.us/Purchasing/

Failure to return and/or complete all required documentation will result in a response being declared as non-responsive.

3.2 DEADLINE FOR RESPONSE SUBMISSIONS/DELIVERY.

All submissions must be received by 11:00 am CT, Wednesday, September 7, 2022.

RFQ responses will be accepted at the above address until the time and date specified herein, and immediately after will be publicly opened and read aloud.

Late responses will not be accepted and will be returned unopened to the Respondent.

Jefferson County will not accept any responsibility for responses being delivered by third party carriers.

Jefferson County shall not be responsible for any effort or cost expended in the preparation of a response to this RFQ.

All responses submitted in response to this invitation shall become the property of Jefferson County and will be a matter of public record available for review.

All protests should be coordinated through the Purchasing Office prior to award recommendation to Commissioners' Court.

Please direct questions to **Mistey Reeves, Assistant Purchasing Agent** at 409-835-8593 or e-mail at: mreeves@co.jefferson.tx.us. If no response in 72 hours, contact **Deborah Clark, Purchasing Agent** at 409-835-8593 or email at: dclark@co.jefferson.tx.us.

3.3 COURTHOUSE SECURITY.

All visitors to the Courthouse must pass through Security. Respondents planning to hand deliver 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.

3.4 COUNTY HOLIDAYS (2022).

January 17, 2022	Martin Luther King, Jr. Day	Monday
February 21, 2022	President's Day	Monday
April 15, 2022	Good Friday	Friday
May 30, 2022	Memorial Day	Monday
July 4, 2022	Independence Day	Monday
September 5, 2022	Labor Day	Monday
November 11, 2022	Veteran's Day	Friday
November 24 & 25, 2022	Thanksgiving	Thursday & Friday
December 23 & 26, 2022	Christmas	Friday & Monday
January 2, 2023	New Year's	Monday

3.5 SUBMISSIONS DURING TIME OF INCLEMENT WEATHER, DISASTER, OR EMERGENCY.

In case of inclement weather or any other unforeseen event causing the County to close for business on the date of a bid/proposal/statement of qualifications submission deadline, the RFQ closing will automatically be postponed until the next business day that County offices are open to the public. Should inclement weather conditions or any other unforeseen event cause delays in courier service operations, the County may issue an addendum to all known vendors interested in the project to extend the deadline. It will be the responsibility of the vendor to notify the county of their interest in the project should these conditions impact their ability to submit a bid/proposal/statement of qualifications submission before the stated deadline. The County reserves the right to make the final judgement call to extend any deadline.

Should an emergency or unanticipated event interrupt normal County processes, and bid/proposal/statement of qualifications submissions cannot be received by the Jefferson County Purchasing Department's office by the exact time specified in the RFQ and urgent County requirements preclude amendment to the RFQ, the time specified for receipt of Statements of Qualifications will be deemed to be extended to the same time of day specified in the solicitation on the first business day on which normal County processes resume.

Proposals will be opened publicly in a manner to avoid public disclosure of contents; however, only names of Proposers will be read aloud.

3.6 PRE-PROPOSAL CONFERENCE.

Due to the nature of this Request for Proposals, a Pre-Proposal Conference will not be held for this project.

3.7 QUESTIONS/DEADLINE FOR QUESTIONS.

Questions may be emailed to **Mistey Reeves, Assistant Purchasing Agent** at: mreeves@co.jefferson.tx.us or faxed at: 409-835-8456. If no response in 72 hours, contact **Deborah Clark, Purchasing Agent** at dclark@co.jefferson.tx.us or faxed at: 409-835-8456.

The Deadline for asking questions or requesting additional information (in writing) is 5:00 pm, CT, August 31, 2022.

3.8 VENDOR REGISTRATION: SAM (SYSTEM FOR AWARD MANAGEMENT).

Vendors doing business with Jefferson County are **required** to be registered with The System for Award Management (SAM), with an "active" status. The System for Award Management (SAM) is the Official U.S. Government system that consolidated the capabilities of CCR/FedReg, ORCA, and EPLS. There is NO fee to register for this site. Entities may register at no cost directly from the SAM website at: https://www.sam.gov

In instances where a vendor has either an "Inactive" SAM Registration or is not currently registered with the System for Award Management, the Purchasing Department may *initially* accept proof (printout from the SAM website) that

the vendor has begun the registration process in order for the IFB/RFQ/RFQ submission to be considered as "responsive" to the specifications for the project.

However, the SAM Registration must be completed (showing "active" status, with no exclusions) prior to the award and/or execution of an agreement or contract for the project.

3.9 FORM 1295 SUBMISSION REQUIREMENT (TEXAS ETHICS COMMISSION).

ALL NON-EXEMPT RESPONDENTS ARE REQUIRED TO SUBMIT COMPLETED FORM 1295 WITH RFQ RESPONSE SUBMISSION.

INSTRUCTIONS:

(1) Submit a FORM 1295 online via the Texas Ethics Commission website link below.
Vendors must enter the required information on Form 1295, and print a copy of the completed form.
The form will include a certification of filing that will contain a unique certification number.

2. Submit a FORM 1295 hard copy (completed & signed by an Authorized Agent of the Awarded Vendor), to the Jefferson County Purchasing Department WITH RFQ SUBMISSION.

FORM 1295, Completion Instructions, and Login Instructions are available via the Texas Ethics Commission Website at: https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

SAMPLE: A sample of a completed FORM 1295 is included on page 29.

FORM 1295 Implementation Background:

In accordance with House Bill 1295 (passed January 1, 2016), Vendors entering into contracts and professional agreements with Jefferson County will be required to complete a Certificate of Interested Parties (FORM 1295), **unless contract is considered exempt as described below.**

In 2017, the Texas legislature amended the law to require Form 1295 to include an "unsworn declaration" which includes, among other things, the date of birth and address of the authorized representative signing the form. The unsworn declaration, including the date of birth and address of the signatory, replaces the notary requirement that applied to contracts entered into before January 1, 2018. The TEC filing application does not capture the date of birth or street address of the signatory and it will not appear on forms that are filed using the TEC filing application.

Changes to the law requiring certain businesses to file a Form 1295 are in effect for contracts entered into or amended on or after January 1, 2018. The changes exempt businesses from filing a Form 1295 for certain types of contracts and replace the need for a completed Form 1295 to be notarized. Instead, the person filing a 1295 needs to complete an "unsworn declaration."

FORM 1295 EXEMPTIONS:

What type of contracts are exempt from the Form 1295 filing requirement under the amended law?

The amended law adds to the list of types of contract exempt from the Form 1295 filing requirement.

A completed Form 1295 is not required for:

- a sponsored research contract of an institution of higher education
- an interagency contract of a state agency or an institution of higher education
- a contract related to health and human services if: the value of the contract cannot be determined at the time the contract is executed; and o any qualified vendor is eligible for the contract
- a contract with a publicly traded business entity, including a wholly owned subsidiary of the business entity
- a contract with an electric utility, as that term is defined by Section 31.002, Utilities Code
- a contract with a gas utility, as that term is defined by Section 121.001, Utilities Code

SAMPLE FORM 1295

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

YOUR FIRM NAME HERE

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

**JEFFERSON COUNTY, TEXAS*

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

BID/CONTRACT/PO NUMBER GOES HERE

4 Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
		Controlling	Intermediary
NAME OF PERSON/PERSONS THAT OWN BUSINESS GOES HERE - MUST LIST ANY PERSON THAT DOES NOT WORK FOR THE COMPANY LISTED IN #1 THAT WILL PROFIT FROM THE BID/CONTRACT/PO			

5 Check only if there is NO Interested Party. ☐ **ONLY CHECK IF NO CONTROLLING OR INTERMEDIARY PARTY**

6 UNSWORN DECLARATION Vendor is to complete #6 - Unsworn Declaration

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____ County, State of _____, on the _____ day of _____, 20_____.
(month) (year)

_____
Signature of authorized agent of contracting business entity
(Declarant)

ADD ADDITIONAL PAGES AS NECESSARY

Form provided by Texas Ethics Commission www.ethics.state.tx.us Revised 12/22/2017

Must file online at www.ethics.state.tx.us/File

RESPONDENT: INSERT COMPLETED FORM 1295 BEHIND THIS PAGE.

RESPONDENT: INSERT PROOF OF SYSTEM FOR AWARD MANAGEMENT (SAM) REGISTRATION PROOF BEHIND THIS PAGE.

SECTION 3 (CONTINUED): SPECIAL REQUIREMENTS/RFQ SUBMISSION INSTRUCTIONS

3.10 MINIMUM REQUIREMENTS: FIRM INFORMATION TO BE INCLUDED IN RESPONSE.

Firms desiring to be considered for Structural Integrity and Independent Inspection Firms for Jefferson County are required to submit a Statement of Qualifications and Experience in order to be considered for contracts under this procedure. Only firms with statements submitted in response to this Request for Qualifications will be evaluated. The statement should contain, at a minimum, the following:

1. Name of the firm wishing to contract with the County.
2. Firm's local address.
3. Firm's corporate or main office address.
4. Number of years the firm has been in business.
5. Names, qualifications, and experience of professional staff who would be assigned to Jefferson County.
6. Firm's organization chart.
7. Biographies or resumes, including home office location and other relevant information, for each key staff member likely to be assigned to a project.
8. Names, titles, address, and telephone numbers of persons who are authorized to negotiate for and contractually bind the firm. One of these persons should sign the response. A contact must be named for addressing questions generated during the evaluation process.
9. A description of representative work accomplished for all jobs within the past five (5) years.
10. Provide a detailed summary of the firm's experience in providing the kinds of services specified in this RFQ to governmental entities.
11. Provide evidence that you understand and comply with TWIA requirements. Include any applicable licenses.
12. Related experience in federally funded projects and the specific project type referenced in the RFQ.
13. Firm must demonstrate an understanding of the requirements to remain in compliance in administering a federal funded project (FEMA/HUD). All elevations shall be completed in accordance with the Hazard Mitigation Assistance Guidance document and the Elevation Certificate and Instructional Guidelines, therefore, knowledge of these guidelines is essential.
14. Describe reasons why the firm would be uniquely qualified to provide Structural Integrity and Independent Inspection services to Jefferson County.
15. Technical approach: The firms' understanding of the scope of work and a description of how it would be performed.
16. Describe any unique services offered by your firm.
17. A list of references, other than Jefferson County, who have contracted the types of work the firm, is offering to perform. A reference form is included on Page 35 of this package.

3.11 ADDITIONAL INFORMATION TO BE INCLUDED IN RESPONSE.

1. Provide a listing of all current litigation(s), outstanding judgements and liens affecting the firm.

3.12 CONFIDENTIAL/PROPRIETARY INFORMATION.

If any material in the Statement of Qualifications is considered by Respondent to be confidential or proprietary information (including manufacturing and/or design processes exclusive to the Respondent), Respondent **must** clearly mark the applicable pages of Respondent's Statement of Qualifications to indicate each claim of confidentiality. Additionally, Respondent must include a statement on company letterhead identifying all Statement of Qualifications section(s) and page(s) that have been marked as confidential. Jefferson County will protect from public disclosure such portions of a Statement of Qualifications, unless directed otherwise by legal authority, including existing open records acts. Merely making a blanket claim that the entire Statement of Qualifications submission is protected from disclosure because it contains some proprietary information is not acceptable, and will make the entire Statement of Qualifications subject to release under the Texas Public Information Act.

By submitting a Statement of Qualifications, Respondent agrees to reproduction by Jefferson County, without cost or liability, of any copyrighted portions of Respondent's Statement of Qualifications submission or other information submitted by Respondent.

3.13 EVALUATION SCORING CRITERIA FOR RFQ RESPONSES

The appointed Evaluation Committee will consider the following criteria in evaluating responses:

Technical Approach..... 20 Points
Firm Experience, Stability and References.....40 Points
Workload Capacity.....10 Points
Professional Qualifications and Individual Experience.....30 Points

RESPONDENT INFORMATION FORM

Instructions: Complete the form below. Please provide legible, accurate, and complete contact information. PLEASE PRINT.

RFQ Number & Name: (RFQ 22-050/MR) Structural Integrity and Independent Inspection Services for Flood Mitigation Home Elevation

Respondent's Company/Business Name: _____

Respondent's TAX ID Number: _____

***If Applicable*:** **HUB Vendor No.** _____ **DBE Vendor No.** _____

Contact Person: _____ **Title:** _____

Phone Number (with area code): _____

Alternate Phone Number if available (with area code): _____

Fax Number (with area code): _____

Email Address: _____

Mailing Address (Please provide a physical address for bid bond return, if applicable):

_____
Address

_____
City, State, Zip Code

REQUIRED FORM
Respondent:
Please complete this form and include with RFQ response submission.

VENDOR REFERENCES FORM

Respondent: Please list at least three (3) companies or governmental agencies (preferably a municipality) where the same or similar products and/or services as contained in this specification package were recently provided.

REQUIRED FORM
Respondent: Please complete this form and include with RFQ submission.

REFERENCE ONE

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ Fax: _____

Email Address: _____ Contract Period: _____

Scope of Work: _____

REFERENCE TWO

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ Fax: _____

Email Address: Contract Period: _____

Scope of Work: _____

REFERENCE THREE

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ Fax: _____

Email Address: Contract Period: _____

Scope of Work: _____

SIGNATURE PAGE

As permitted under Article 4413 (32c) V.A.C.S., other governmental entities may wish to participate under the same terms and conditions contained in this contract (i.e., piggyback). In the event any other entity participates, all purchase orders will be issued directly from and shipped directly to the entity requiring supplies/services. Jefferson County shall not be held responsible for any orders placed, deliveries made or payment for supplies/services ordered by another entity. Each entity reserves the right to determine their participation in this contract.

Would Respondent be willing to allow other governmental entities to piggyback off this contract, if awarded, under the same terms and conditions?.....**Yes** ☐ **No** ☐

This Statement of Qualifications/RFQ Response shall remain in effect for ninety (90) days from RFQ opening and shall be exclusive of federal excise and state and local sales tax (exempt).

The undersigned agrees, if this RFQ response is accepted, to furnish any and all items upon which prices are offered, at the price and upon the terms and conditions contained in the Request for Statements of Qualification, Conditions of RFQ Response, Terms of Contract, and Specifications and all other items made a part of the accepted contract.

The undersigned affirms that they are duly authorized to execute the contract, that this company, corporation, firm, partnership or individual has not prepared this RFQ response in collusion with any other Respondent, and that the contents of this RFQ response as to prices, terms or conditions of said response have not been communicated by the undersigned nor by any employee or agent to any other RFQ Respondent or to any other person(s) engaged in this type of business prior to the official opening of this RFQ. And further, that neither the Respondent nor their employees nor agents have been for the past six (6) months directly nor indirectly concerned in any pool or agreement or combination to control the price of goods or services on, nor to influence any person to respond or not to respond thereon.

RFQ Respondent (Entity Name)	Signature
Street & Mailing Address	Print Name
City, State & Zip	Date Signed
Telephone Number	Fax Number
E-mail Address	

REQUIRED FORM
Respondent:
Please complete this form and include with RFQ response submission.

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The Contractor, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

_____

Signature of Contractor's Authorized Official

_____

Name and Title of Contractor's Authorized Official *(Please Print)*

_____

Date

REQUIRED FORM
Respondent:
Please complete this form and include with RFQ response submission.

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether sub-awardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.

2. Identify the status of the covered Federal action.

3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.

4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the sub-awardee, e.g., the first sub-awardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.

5. If the organization filing the report in item 4 checks "Sub-awardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.

6. Enter the name of the federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.

7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.

8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFQ) number; Invitations for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Included prefixes, e.g., "RFQ-DE-90-001."

9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.

10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).

11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503

Approved by OMB
0348-0046

Disclosure of Lobbying Activities

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure)

Type of Federal Action: a. contract ____ b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	**Status of Federal Action:** a. bid/offer/application _____ b. initial award c. post-award	**Report Type:** a. initial filing _____ b. material change
Name and Address of Reporting Entity: ____ Prime _____ Sub-awardee Tier_____, if Known: **Congressional District, if known:**	**If Reporting Entity in No. 4 is Sub-awardee,** Enter Name and Address of Prime: **Congressional District, if known:**	
Federal Department/Agency:	**7. Federal Program Name/Description:** CFDA Number, *if applicable*: _____	
Federal Action Number, *if known:*	**9. Award Amount,** *if known:* **$**	
10. a. Name and Address of Lobbying Registrant *(if individual, last name, first name, MI):*	**b. Individuals Performing Services** *(including address if different from No. 10a)* *(last name, first name, MI):*	
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.	**Signature:** _____ **Print Name:** _____ **Title:** _____ **Telephone No.:** _____ **Date:** _____	
Federal Use Only	**Authorized for Local Reproduction** **Standard Form - LLL (Rev. 7-97)**	

REQUIRED FORM
Respondent:
Please complete this form and include with RFQ response submission.

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

(A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;

(B) a transaction conducted at a price and subject to terms available to the public; or

(C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

***

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds $2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than $100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

Form provided by Texas Ethics Commission www.ethics.state.tx.us Revised 11/30/2015

CONFLICT OF INTEREST QUESTIONNAIRE

CONFLICT OF INTEREST QUESTIONNAIRE — FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. *See* Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY
Date Received

1 **Name of vendor who has a business relationship with local governmental entity.**

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information in this section is being disclosed.**

_____
Name of Officer

This section (item 3 including subparts A, B, C, & D) must be completed for each officer with whom the vendor has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more?

☐ Yes ☐ No

D. Describe each employment or business and family relationship with the local government officer named in this section.

4

_____ _____
Signature of vendor doing business with the governmental entity Date

Adopted 8/7/2015

REQUIRED FORM
Respondent:
Please complete this form and include with RFQ response submission.

LOCAL GOVERNMENT OFFICER
CONFLICTS DISCLOSURE STATEMENT – OFFICE USE ONLY

LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT

FORM CIS

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This is the notice to the appropriate local governmental entity that the following local government officer has become aware of facts that require the officer to file this statement in accordance with Chapter 176, Local Government Code.

OFFICE USE ONLY

Date Received

1 **Name of Local Government Officer**

2 **Office Held**

3 **Name of vendor described by Sections 176.001(7) and 176.003(a), Local Government Code**

4 **Description of the nature and extent of employment or other business relationship with vendor named in item 3**

5 **List gifts accepted by the local government officer and any family member, if aggregate value of the gifts accepted from vendor named in item 3 exceeds $100 during the 12-month period described by Section 176.003(a)(2)(B).**

Date Gift Accepted _____ Description of Gift _____

Date Gift Accepted _____ Description of Gift _____

Date Gift Accepted _____ Description of Gift _____

(attach additional forms as necessary)

6 **AFFIDAVIT**

I swear under penalty of perjury that the above statement is true and correct. I acknowledge that the disclosure applies to each family member (as defined by Section 176.001(2), Local Government Code) of this local government officer. I also acknowledge that this statement covers the 12-month period described by Section 176.003(a)(2)(B), Local Government Code.

_____
Signature of Local Government Officer

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20 _____, to certify which, witness my hand and seal of office.

_____
Signature of officer administering oath | Printed name of officer administering oath | Title of officer administering oath

Adopted 8/7/2015

THIS FORM IS FOR OFFICE USE ONLY

RESIDENCE CERTIFICATION/TAX FORM

Pursuant to Texas Government Code §2252.001 *et seq.*, as amended, Jefferson County requests Resident Certification. §2252.001 *et seq.* of the Government Code provides some restrictions on the awarding of governmental contracts; pertinent provisions of §2252.001 are stated below:

(3) "Non-resident RFQ Respondent" refers to a person who is not a resident.

(4) "Resident RFQ Respondent" refers to a person whose principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

☐ I certify that _____ [company name] is a Resident Respondent of Texas as defined in Government Code §2252.001.

☐ I certify that _____ [company name] is a Non-Resident Respondent as defined in Government Code §2252.001 and our principal place of business is _____ _____ (city and state).

Taxpayer Identification Number (T.I.N.):	
Company Name submitting bid/proposal/response:	
Mailing address:	
If you are an individual, list the names and addresses of any partnership of which you are a general partner:	

Property: List all taxable property owned by you or above partnerships in Jefferson County.

Jefferson County Tax Acct. No.*	Property address or location**

* This is the property amount identification number assigned by the Jefferson County Appraisal District.

** For real property, specify the property address or legal description. For business property, specify the address where the property is located. For example, office equipment will normally be at your office, but inventory may be stored as a warehouse or other location.

REQUIRED FORM
Respondent:
Please complete this form and include with RFQ response submission.

HOUSE BILL 89 VERIFICATION

I, _____, the undersigned representative of (company or business name)_____ (heretofore referred to as company) being an adult over the age of eighteen (18) years of age, after being duly sworn by the undersigned notary, do hereby depose and verify under oath that the company named above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270:

1. Does not boycott Israel currently; and
2. Will not boycott Israel during the term of the contract.

Pursuant to Section 2270.002, Texas Government Code:

1. "**Boycott Israel**" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made ordinary business purposes; and

2. "**Company**" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or an limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business association that exist to make a profit.

_____
Signature of Company Representative

_____
Date

On this _____ day of _____, 20____, personally appeared

_____, the above-named person, who after by me being duly sworn, did swear and confirm that the above is true and correct.

Notary Seal

_____
Notary Signature

_____
Date

REQUIRED FORM
Respondent:
Please complete this form and include with RFQ response submission.

SENATE BILL 252 CERTIFICATION

On this day, I, Deborah L. Clark, Purchasing Agent for Jefferson County, Texas, pursuant to Texas Government Code, Chapter 2252, Section 2252.152 and Section 2252.153, certify that I did review the website of the Comptroller of the State of Texas concerning the listing of companies that is identified under Section 806.051, Section 807.051, or Section 2253.253 and I have ascertained that the below named company is not contained on said listing of companies which do business with Iran, Sudan, or any Foreign Terrorist Organization.

_____

Company Name

_____

IFB/RFP/RFQ number

Certification check performed by:

_____

Purchasing Representative

_____

Date

REQUIRED FORM
Respondent:
Please complete this form and include with RFQ submission.

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 RFQ 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 RFQ, 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 Non-Disclosure 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 Non-Disclosure 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
Respondent:
Please complete this form and include with RFQ response submission.

RESPONDENT'S CERTIFICATION

I have carefully examined the Request for Proposal Specifications, and any other documents accompanying or made a part of this Request for Proposals.

I hereby propose to furnish the goods or services specified in the Request for Proposal. I agree that my proposal will remain firm for a period of up to **90 days** in order to allow Jefferson County adequate time to evaluate the qualifications submitted.

I verify that all information contained in this proposal is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this proposal on behalf of the firm as its act and deed and that the firm is ready, willing and able to perform if awarded the contract.

I further certify, under oath, that this proposal is made without prior understanding, agreement, connection, discussion, or collusion with any other person, firm or corporation submitting a proposal for the same product or service: no officer, employee or agent of Jefferson County or any other Respondent is interested in said proposal: and that the undersigned executed this Respondent's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

_____
NAME OF BUSINESS

BY:

_____
SIGNATURE

_____
NAME & TITLE, TYPED OR PRINTED

_____
MAILING ADDRESS

_____
CITY, STATE, ZIP CODE

(___)_____
TELEPHONE NUMBER

Sworn to and subscribed before me
this _____day of
_____, 2022

_____
Notary Public

State of _____

My Commission Expires: _____

REQUIRED FORM
Respondent:
Please complete this form and include with RFQ response submission.

LD CONSTRUCTION

Dirt • Base • Asphalt • Concrete

November 15, 2022

Jefferson County Purchasing Department
1149 Pearl Street, 1st Floor
Beaumont, TX 77701

RE: Consent to Assignment

This letter is being provided to you in connection with that certain Term Contract for Road Building Material for Jefferson County, dated as of September 9, 2019 (as amended, the "***Agreement***"), between Jefferson County and LD Construction, a sole proprietorship ("***LD***"). The Agreement generally provides that LD shall not assign the Agreement without obtaining your prior written consent.

The purpose of this letter is to (i) inform you that Texas Materials Group, Inc., a Delaware corporation ("***Purchaser***"), plans to acquire substantially all of the assets of LD (the "***Transaction***") and (ii) seek your written consent to the assignment of the Agreement to Purchaser. The assignment of the Agreement from LD to Purchaser will be effective upon the consummation of the Transaction, which is expected to occur on or about December 2, 2022. If the Transaction is abandoned for any reason, such assignment will not occur.

By executing a counterpart of this letter, you hereby consent to the assignment of the Agreement to Purchaser and acknowledge or waive LD's compliance with any notice requirements provided for in the Agreement with respect to such assignment.

Thank you for your prompt attention to this matter. Please indicate your consent to the assignment of the Agreement and your assent to other matters set forth above by signing this letter and promptly returning it to Troy Dodson at troy.ldconstruction@gmail.com or 409-656-4161.

Sincerely,

Troy Dodson

Agreed and acknowledged:

Jefferson County

By: _____
Name: _____
Title: _____

Re: Re:

Mike Trahan <mtrahan@co.jefferson.tx.us>
Mon 12/5/2022 8:48 AM
To: Fran Lee <Fran.Lee@jeffcotx.us>

It is going to be two different locations. One is Hillebrandt about 4 miles and the other is Burrell Wingate about 2.3 miles. Total cost for both roads will be $20,982.00.

From: Fran Lee <Fran.Lee@jeffcotx.us>
Sent: Monday, December 5, 2022 7:54 AM
To: Mike Trahan <mtrahan@co.jefferson.tx.us>
Cc: Tammy Rains <Tammy.Rains@jeffcotx.us>
Subject: Re:

What is the total amount you are planning to spend this month on this project? Even though it is an inter-series transfer, it is going to need to be approved by court because of the election. Thanks.

Fran Lee, CPA
First Assistant County Auditor
Jefferson County, Texas
1149 Pearl Street 7th Floor
Beaumont, Tx 77701
Phone (409) 835-8500
Fax (409) 839-2369

Please note new email address: fran.lee@jeffcotx.us

From: Mike Trahan <mtrahan@co.jefferson.tx.us>
Sent: Monday, December 5, 2022 7:07 AM
To: Fran Lee <Fran.Lee@jeffcotx.us>
Cc: Tammy Rains <Tammy.Rains@jeffcotx.us>
Subject:

PLEASE SEE ATTACHMENT FOR BUDGET TRANSFER. Thank you.

PI625I02 JEFFERSON COUNTY, TEXAS 12/02/22
Purchase Requisition 10:39:50

Number . . . . . : 0000090722
Type . . . . . : 1 PURCHASE REQUISITION
Status . . . . . : NEEDS ADDITIONAL INFO
Reason . . . . . : NEW ELECTED COUNTY CLERK OFFICE STAMPS
By . . . . . : HAYLEE FOURNIER
Date . . . . . : 12/01/22
Vendor . . . . . : 86510 KIRKSEY'S SPRINT PRINTING
Contract nbr . . . . : .
Ship to . . . . . : CC COUNTY CLERK - BEAUMONT
Deliver by date . . . : 12/30/22
Buyer . . . . . :
Fiscal year code . . : C C=Current year, P=Previous year, F=Future year

Type options, press Enter.
5=Display 8=Item extended description

Opt	Line#	Quantity	UOM	Description
_	1	4.00	EA	RUBBER STAMPS/ PROBATE - I CERTIFY TRUE & CORRECT
_	2	9.00	EA	RUBBER STAMPS/ CIVIL - I CERTIFY TRUE & CORRECT
_	3	15.00	EA	RUBBER STAMPS/ OPR - I CERTIFY TRUE & CORRECT +

COMMENTS EXIST Total: 1620.79
F3=Exit F7=Alternate view F9=Print
F10=Approval info F12=Cancel F20=Comments

Approved

To: Fran Lee
From: Mike Trahan
Re: Budget Transfer
Date: December 1, 2022
Fran,

I would like to request a transfer of $3,500.00 from 112-0202-431.30-03 Asphalt oil to 112-0202-431.30-69 Road Markers, and Signs, Etc... This is to help pay for road striping in precinct -2.
Thank you Fran.

Sincerely,
Mike Trahan
Superintendent, Road and Bridge Precinct 2

NAME	AMOUNT	CHECK NO.	TOTAL
JURY FUND			
DAWN DONUTS	67.50	501662	
			67.50**
ROAD & BRIDGE PCT.#1			
THE EXAMINER	40.00	501514	
SAM'S CLUB DIRECT	45.00	501644	
FUNCTION 4 LLC	31.00	501670	
			116.00**
ROAD & BRIDGE PCT.#2			
CITY OF NEDERLAND	138.69	501503	
DELL MARKETING L.P.	1,140.53	501508	
ENTERGY	798.52	501520	
RITTER @ HOME	21.16	501546	
VULCAN MATERIALS CO.	2,784.70	501565	
CDW COMPUTER CENTERS, INC.	188.96	501573	
BUMPER TO BUMPER	176.75	501612	
DOGGETT HEAVY MACHINERY LLC	483.81	501638	
FUNCTION 4 LLC	31.00	501670	
MUNRO'S UNIFORM SERVICES, LLC	40.00	501717	
			5,804.12**
ROAD & BRIDGE PCT. # 3			
ENTERGY	455.13	501520	
W. JEFFERSON COUNTY M.W.D.	28.77	501566	
SAM'S CLUB DIRECT	90.00	501644	
FUNCTION 4 LLC	62.00	501670	
			635.90**
ROAD & BRIDGE PCT.#4			
BEAUMONT ENTERPRISE	121.13	501513	
ENTERGY	18.45	501520	
S.E. TEXAS BUILDING SERVICE	480.00	501553	
W. JEFFERSON COUNTY M.W.D.	56.24	501566	
WHOLESALE ELECTRIC SUPPLY CO.	109.03	501567	
UNITED STATES POSTAL SERVICE	2.28	501592	
BEAUMONT FREIGHTLINER WESTERN STAR	1,973.55	501615	
MARTIN PRODUCT SALES LLC	246.40	501617	
SAM'S CLUB DIRECT	45.00	501644	
SUBURBAN PROPANE L.P.	778.02	501652	
FUNCTION 4 LLC	52.00	501670	
O'REILLY AUTO PARTS	344.38	501681	
GULF COAST	191.17	501691	
MARATHON COMPRESSOR SERVICES, LLC	1,562.79	501711	
ODP BUSINESS SOLUTIONS, LLC	49.03	501713	
MUNRO'S UNIFORM SERVICES, LLC	233.73	501717	
			6,263.20**
ENGINEERING FUND			
VERIZON WIRELESS	114.19	501588	
FUNCTION 4 LLC	62.00	501670	
			176.19**
PARKS & RECREATION			
CITY OF PORT ARTHUR - WATER DEPT.	65.09	501502	
ENTERGY	10.52	501520	
SOUTHEAST TEXAS WATER	839.80	501556	
W. JEFFERSON COUNTY M.W.D.	57.54	501566	
			972.95**
GENERAL FUND			
JEFFERSON CTY. TAX DEPARTMENT	154.50	501525	
			154.50*
TAX OFFICE			
CASH ADVANCE ACCOUNT	794.55	501529	
SOUTHEAST TEXAS WATER	215.50	501554	
AT&T	143.31	501558	
TEXAS AGRILIFE EXTENSION SERVICES	30.00	501559	

NAME	AMOUNT	CHECK NO.	TOTAL
TERRY WUENSCHEL	177.00	501572	
UNITED STATES POSTAL SERVICE	241.36	501592	
UNITED STATES POSTAL SERVICE	150.96	501593	
KRISTI NOLAN	285.16	501631	
ROCHESTER ARMORED CAR CO INC	378.40	501639	
MICHELLE FARNIE	588.70	501648	
ALLISON GETZ	923.30	501659	
FUNCTION 4 LLC	155.00	501670	
PEREGRINE SERVICES INC	19,583.41	501673	
ODP BUSINESS SOLUTIONS, LLC	583.45	501713	
CITIBANK NA	51.76	501723	
			24,301.86*
COUNTY HUMAN RESOURCES			
CASH ADVANCE ACCOUNT	145.61	501529	
MOORMAN & ASSOCIATES, INC.	510.00	501536	
PINNACLE MEDICAL MANAGEMENT CORP	45.00	501542	
PRE CHECK, INC.	162.16	501579	
UNITED STATES POSTAL SERVICE	3.44	501592	
SOUTHEAST TEXAS OCCUPATIONAL MEDICI	164.00	501663	
FUNCTION 4 LLC	31.00	501670	
			1,061.21*
AUDITOR'S OFFICE			
SOUTHEAST TEXAS WATER	34.95	501557	
UNITED STATES POSTAL SERVICE	1.06	501592	
FUNCTION 4 LLC	31.00	501670	
ODP BUSINESS SOLUTIONS, LLC	203.96	501713	
			270.97*
COUNTY CLERK			
UNITED STATES POSTAL SERVICE	207.19	501592	
UNITED STATES POSTAL SERVICE	57.39	501593	
FUNCTION 4 LLC	93.00	501670	
FUNCTION4	695.72	501708	
ODP BUSINESS SOLUTIONS, LLC	364.24	501713	
			1,417.54*
COUNTY JUDGE			
WELLS PEYTON & PARTAIN, LLP	1,000.00	501493	
PHILLIP DOWDEN	500.00	501495	
GERMER PLLC	500.00	501574	
UNITED STATES POSTAL SERVICE	.49	501592	
FRANCES BLAIR BETHEA	200.00	501633	
KENT W JOHNS	500.00	501640	
FUNCTION 4 LLC	31.00	501670	
JAMES M BLACK	500.00	501682	
ODP BUSINESS SOLUTIONS, LLC	333.27	501713	
MCGRIFF INSURANCE SERVICES, INC	71.00	501716	
			3,635.76*
RISK MANAGEMENT			
UNITED STATES POSTAL SERVICE	20.50	501592	
KRISTEN HANCOCK	386.69	501599	
FUNCTION 4 LLC	31.00	501670	
			438.19*
COUNTY TREASURER			
UNITED STATES POSTAL SERVICE	76.52	501592	
FUNCTION 4 LLC	62.00	501670	
			138.52*
PRINTING DEPARTMENT			
FUNCTION 4 LLC	350.00	501670	
			350.00*
PURCHASING DEPARTMENT			
BEAUMONT ENTERPRISE	265.10	501512	
REGION V EDUCATION SERVICE CENTER	300.00	501544	
SAM'S CLUB DIRECT	50.00	501644	
CINTAS CORPORATION	97.81	501665	
FUNCTION 4 LLC	31.00	501670	
ODP BUSINESS SOLUTIONS, LLC	384.90	501713	

NAME	AMOUNT	CHECK NO.	TOTAL
CITIBANK NA	28.50	501723	
			1,157.31*
GENERAL SERVICES			
JEFFERSON CTY. APPRAISAL DISTRICT	256,400.15	501527	
CASH ADVANCE ACCOUNT	105.00	501529	
TEXAS WILDLIFE DAMAGE MGMT FUND	2,700.00	501561	
INTERFACE EAP, INC	1,300.05	501570	
VERIZON WIRELESS	265.93	501588	
MILLIMAN	3,750.00	501627	
SAM'S CLUB DIRECT	60.00	501644	
RR DONNELLEY	845.63	501661	
UNIVERSAL OPERATIONS LLC	8,077.50	501671	
ALLISON, BASS & MAGEE, LLP	390.00	501688	
FIBERLIGHT LLC	1,998.75	501698	
MCGRIFF INSURANCE SERVICES, INC	585.09	501716	
			276,478.10*
DATA PROCESSING			
DELL MARKETING L.P.	5,469.05	501508	
CDW COMPUTER CENTERS, INC.	1,339.21	501573	
SIRIUS COMPUTER SOLUTIONS INC.	6,705.59	501604	
CRYSTAL THIERRY	125.78	501622	
MICRO FOCUS (US), INC.	2,255.19	501629	
FUNCTION 4 LLC	31.00	501670	
			15,925.82*
VOTERS REGISTRATION DEPT			
UNITED STATES POSTAL SERVICE	242.42	501592	
FUNCTION 4 LLC	31.00	501670	
			273.42*
ELECTIONS DEPARTMENT			
FUNCTION 4 LLC	31.00	501670	
LAURIE LEISTER	448.58	501715	
			479.58*
DISTRICT ATTORNEY			
NELL MCCALLUM & ASSOC., INC.	503.49	501534	
TEXAS DISTRICT & COUNTY ATTY ASSN.	460.00	501562	
UNITED STATES POSTAL SERVICE	159.38	501592	
THOMSON REUTERS-WEST	3,060.02	501650	
FUNCTION 4 LLC	155.00	501670	
ODP BUSINESS SOLUTIONS, LLC	1,103.80	501713	
SANDRA MOTT	27.00	501726	
KEITH GIBLIN	846.92	501727	
			6,315.61*
DISTRICT CLERK			
UNITED STATES POSTAL SERVICE	243.89	501592	
FUNCTION 4 LLC	31.00	501670	
			274.89*
CRIMINAL DISTRICT COURT			
THOMAS J. BURBANK PC	750.00	501500	
DONALD W. DUESLER & ASSOC.	8,750.00	501509	
MARSHA NORMAND	8,750.00	501539	
NATHAN REYNOLDS, JR.	7,587.50	501545	
KEVIN PAULA SEKALY PC	8,750.00	501550	
KEVIN S. LAINE	4,375.00	501571	
JOHN D WEST	8,750.00	501578	
UNITED STATES POSTAL SERVICE	7.82	501592	
LANGSTON ADAMS	9,550.00	501603	
JASON ROBERT NICKS	4,375.00	501634	
FUNCTION 4 LLC	62.00	501670	
MARVIN LEWIS JR	600.00	501683	
THE SAMUEL FIRM, PLLC	1,987.50	501686	
ODP BUSINESS SOLUTIONS, LLC	272.60	501713	
			64,567.42*
58TH DISTRICT COURT			
UNITED STATES POSTAL SERVICE	18.48	501592	
FUNCTION 4 LLC	31.00	501670	
			49.48*
60TH DISTRICT COURT			

NAME	AMOUNT	CHECK NO.	TOTAL
FUNCTION 4 LLC	31.00	501670	
			31.00*
136TH DISTRICT COURT			
FUNCTION 4 LLC	31.00	501670	
			31.00*
172ND DISTRICT COURT			
LEXIS-NEXIS	80.00	501594	
FUNCTION 4 LLC	31.00	501670	
			111.00*
252ND DISTRICT COURT			
DOUGLAS M. BARLOW, ATTORNEY AT LAW	3,337.50	501497	
EDWARD B. GRIPON, M.D., P.A.	1,300.00	501519	
MIKE VAN ZANDT	8,750.00	501564	
KEVIN S. LAINE	4,375.00	501571	
CHARLES ROJAS	8,750.00	501575	
JASON ROBERT NICKS	4,375.00	501634	
ALLEN PARKER	8,750.00	501635	
BRITTANIE HOLMES	8,750.00	501645	
FUNCTION 4 LLC	62.00	501670	
MARVIN LEWIS JR	8,750.00	501683	
			57,199.50*
279TH DISTRICT COURT			
ORGAIN BELL & TUCKER LLP	297.00	501540	
ANITA F. PROVO	1,657.50	501543	
NATHAN REYNOLDS, JR.	110.00	501545	
UNITED STATES POSTAL SERVICE	.49	501592	
JOEL WEBB VAZQUEZ	165.00	501609	
BRITTANIE HOLMES	220.00	501645	
MATUSKA LAW FIRM	220.00	501655	
FUNCTION 4 LLC	31.00	501670	
THE PARDUE LAW FIRM, PLLC	605.00	501693	
ALICIA K HALL PLLC	473.00	501695	
THE SCHLETT LAW FIRM, PLLC	1,408.00	501703	
			5,186.99*
317TH DISTRICT COURT			
CHARLES ROJAS	300.00	501575	
GLEN M. CROCKER	300.00	501598	
FUNCTION 4 LLC	31.00	501670	
			631.00*
JUSTICE COURT-PCT 1 PL 1			
UNITED STATES POSTAL SERVICE	24.35	501592	
FUNCTION 4 LLC	31.00	501670	
			55.35*
JUSTICE COURT-PCT 1 PL 2			
MCNEILL INSURANCE AGENCY	71.00	501535	
UNITED STATES POSTAL SERVICE	11.86	501592	
FUNCTION 4 LLC	31.00	501670	
ODP BUSINESS SOLUTIONS, LLC	1,208.56	501713	
			1,322.42*
JUSTICE COURT-PCT 4			
FUNCTION 4 LLC	31.00	501670	
			31.00*
JUSTICE COURT-PCT 6			
KIRKSEY'S SPRINT PRINTING	24.95	501530	
UNITED STATES POSTAL SERVICE	34.43	501592	
SIERRA SPRING WATER CO. - BT	61.45	501595	
FUNCTION 4 LLC	31.00	501670	
			151.83*
JUSTICE OF PEACE PCT. 8			
UNITED STATES POSTAL SERVICE	186.78	501593	
FUNCTION 4 LLC	31.00	501670	
			217.78*
COUNTY COURT AT LAW NO.1			

NAME	AMOUNT	CHECK NO.	TOTAL
UNITED STATES POSTAL SERVICE	5.89	501592	
FUNCTION 4 LLC	31.00	501670	
			36.89*
COUNTY COURT AT LAW NO. 2			
TODD W LEBLANC	300.00	501489	
DONALD BOUDREAUX	250.00	501499	
BRUCE W. COBB	250.00	501506	
EDWARD B. GRIPON, M.D., P.A.	595.00	501519	
JOHN E MACEY ATTORNEY AT LAW PLLC	250.00	501533	
CHARLES ROJAS	250.00	501575	
UNITED STATES POSTAL SERVICE	.98	501592	
SIERRA SPRING WATER CO. - BT	69.44	501596	
LANGSTON ADAMS	250.00	501603	
JOEL WEBB VAZQUEZ	250.00	501609	
FUNCTION 4 LLC	31.00	501670	
CARRIER & ALLISON LAW GROUP PC	250.00	501701	
THE WALKER LAW FIRM	250.00	501705	
			2,996.42*
COUNTY COURT AT LAW NO. 3			
TODD W LEBLANC	400.00	501489	
TEXAS CENTER FOR JUDICIARY	60.00	501560	
TEXAS COURT REPORTERS ASSOCIATION	165.00	501563	
UNITED STATES POSTAL SERVICE	.49	501592	
SIERRA SPRING WATER CO. - BT	6.99	501597	
LANGSTON ADAMS	300.00	501603	
JOEL WEBB VAZQUEZ	250.00	501609	
JARED GILTHORPE	1,100.00	501656	
FUNCTION 4 LLC	31.00	501670	
THE SAMUEL FIRM, PLLC	250.00	501686	
			2,563.48*
COURT MASTER			
FUNCTION 4 LLC	31.00	501670	
RICHARD D HUGHES ATTORNEY AT LAW	1,350.00	501700	
			1,381.00*
MEDIATION CENTER			
UNITED STATES POSTAL SERVICE	.98	501592	
FUNCTION 4 LLC	31.00	501670	
			31.98*
COMMUNITY SUPERVISION			
FUNCTION 4 LLC	124.00	501670	
			124.00*
SHERIFF'S DEPARTMENT			
CITY OF NEDERLAND	32.21	501503	
FED EX	23.09	501515	
GT DISTRIBUTORS, INC.	132.80	501518	
ENTERGY	708.99	501520	
CASH ADVANCE ACCOUNT	369.75	501529	
SCANTRON CORPORATION	2,648.00	501548	
AT&T	383.82	501558	
AMERICAN POLYGRAPH ASSOCIATION	150.00	501576	
UNITED STATES POSTAL SERVICE	1,062.44	501592	
BEAUMONT OCCUPATIONAL SERVICE, INC.	69.90	501600	
SAM'S CLUB DIRECT	45.00	501644	
FOREMOST PROMOTIONS	621.05	501664	
FUNCTION 4 LLC	310.00	501670	
SIRIUS XM RADIO INC	1,201.88	501706	
ODP BUSINESS SOLUTIONS, LLC	485.52	501713	
CITIBANK NA	64.82	501723	
			8,309.27*
CRIME LABORATORY			
FED EX	68.29	501516	
FISHER SCIENTIFIC	514.77	501517	
HENRY SCHEIN, INC.	68.09	501549	
SOUTHEAST TEXAS WATER	204.75	501555	
CLINIQA CORPORATION	304.00	501611	
CAYMAN CHEMICAL COMPANY	214.00	501636	

NAME	AMOUNT	CHECK NO.	TOTAL
CHEAPER THAN DIRT	172.54	501646	
MATERA PAPER COMPANY INC	119.06	501649	
FUNCTION 4 LLC	31.00	501670	
METTLER-TOLEDO RAININ LLC	142.50	501674	
			1,839.00*
JAIL - NO. 2			
JOHNSTONE SUPPLY	209.73	501492	
BOB BARKER CO., INC.	1,508.34	501496	
COASTAL WELDING SUPPLY INC	105.46	501505	
COBURN SUPPLY COMPANY INC	57.10	501507	
ENTERGY	47,846.40	501520	
KOMMERCIAL KITCHENS	170.50	501531	
M&D SUPPLY	270.10	501532	
MCNEILL INSURANCE AGENCY	71.00	501535	
AT&T	1,098.87	501558	
WORTH HYDROCHEM OF THE GULF COAST	390.00	501568	
CDW COMPUTER CENTERS, INC.	1,978.96	501573	
LOWE'S HOME CENTERS, INC.	763.67	501601	
ALLIED ELECTRICAL SYSTEMS&SOLUTIONS	1,047.43	501630	
WORLD FUEL SERVICES	3,709.71	501632	
MUELLER INC	4,056.25	501641	
GALLS LLC	47.45	501658	
FUNCTION 4 LLC	217.00	501670	
TRINITY SERVICES GROUP INC	26,875.19	501690	
ODP BUSINESS SOLUTIONS, LLC	1,749.27	501713	
CITIBANK NA	2,589.97	501723	
			94,762.40*
JUVENILE PROBATION DEPT.			
WILLIE DAVIS	189.38	501490	
EDWARD B. GRIPON, M.D., P.A.	275.00	501519	
CHERYL TARVER	50.00	501569	
UNITED STATES POSTAL SERVICE	7.44	501592	
SHANNA CITIZEN	63.75	501602	
ROXANA MITCHELL	353.75	501660	
FUNCTION 4 LLC	93.00	501670	
SHERONDA LEE	73.13	501676	
BRENDA WOOD	118.75	501699	
NICOLE BONSALL	151.25	501722	
			1,375.45*
JUVENILE DETENTION HOME			
BINSWANGER GLASS CO.	499.00	501498	
EPS	220.00	501510	
ENTERGY	5,502.87	501520	
AT&T	712.84	501558	
CLEAN HARBORS ENVIRONMENTAL SERVICE	145.78	501606	
BEN E KEITH COMPANY	157.07	501608	
FUNCTION 4 LLC	31.00	501670	
BIG THICKET PLUMBING INC	160.00	501679	
CTJCA	150.00	501680	
FLOWERS BAKING COMPANY OF HOUSTON	58.68	501719	
			7,637.24*
CONSTABLE PCT 1			
UNITED STATES POSTAL SERVICE	47.25	501592	
FUNCTION 4 LLC	31.00	501670	
COTTON CARGO	276.00	501689	
			354.25*
CONSTABLE-PCT 2			
ODP BUSINESS SOLUTIONS, LLC	53.59	501713	
			53.59*
CONSTABLE-PCT 4			
DISH NETWORK	82.36	501621	
FUNCTION 4 LLC	31.00	501670	
			113.36*
CONSTABLE-PCT 6			
UNITED STATES POSTAL SERVICE	23.24	501592	
FUNCTION 4 LLC	31.00	501670	
			54.24*
CONSTABLE PCT. 8			

NAME	AMOUNT	CHECK NO.	TOTAL
FUNCTION 4 LLC	31.00	501670	
			31.00*
AGRICULTURE EXTENSION SVC			
FUNCTION 4 LLC	31.00	501670	
HALLEE M SEWELL	107.91	501707	
CITIBANK NA	149.90	501723	
			288.81*
HEALTH AND WELFARE NO. 1			
CLAYBAR FUNERAL HOME, INC.	1,500.00	501504	
DELL MARKETING L.P.	5,702.65	501508	
CLAYBAR HAVEN OF REST	1,240.00	501589	
UNITED STATES POSTAL SERVICE	71.32	501592	
AMERICAN CORPORATE SERVICES	136.25	501624	
FUNCTION 4 LLC	62.00	501670	
EZEA D EDE MD	3,140.91	501696	
TEXAS MEDICAL LIABILITY TRUST	976.50	501697	
			12,829.63*
HEALTH AND WELFARE NO. 2			
DELL MARKETING L.P.	5,702.65	501508	
ENTERGY	70.00	501523	
CLAYBAR HAVEN OF REST	1,240.00	501590	
UNITED STATES POSTAL SERVICE	212.64	501593	
SAM'S CLUB DIRECT	45.00	501644	
FUNCTION 4 LLC	62.00	501670	
EZEA D EDE MD	3,140.91	501696	
TEXAS MEDICAL LIABILITY TRUST	976.50	501697	
			11,449.70*
NURSE PRACTITIONER			
FUNCTION 4 LLC	31.00	501670	
			31.00*
CHILD WELFARE UNIT			
ROSS DRESS FOR LESS, INC.	4,419.07	501618	
			4,419.07*
ENVIRONMENTAL CONTROL			
AT&T	43.77	501558	
FUNCTION 4 LLC	31.00	501670	
			74.77*
INDIGENT MEDICAL SERVICES			
CARDINAL HEALTH 110 INC	52,361.61	501651	
TDS OPERATING INC	159.12	501678	
			52,520.73*
MAINTENANCE-BEAUMONT			
SPIDLE & SPIDLE	1,025.83	501491	
JOHNSTONE SUPPLY	292.20	501492	
CITY OF BEAUMONT - WATER DEPT.	179.27	501501	
COBURN SUPPLY COMPANY INC	37.72	501507	
ECOLAB	220.54	501511	
M&D SUPPLY	68.25	501532	
SANITARY SUPPLY, INC.	1,259.99	501547	
ACE IMAGEWEAR	249.41	501552	
AT&T	1,149.23	501558	
WORTH HYDROCHEM OF THE GULF COAST	290.00	501568	
TEXAS FIRE & COMMUNICATIONS	213.85	501577	
UNITED STATES POSTAL SERVICE	17.16	501592	
AT&T GLOBAL SERVICES	473.50	501605	
BAKER DISTRIBUTING COMPANY	102.05	501607	
CENTERPOINT ENERGY RESOURCES CORP	10,539.06	501613	
FUNCTION 4 LLC	31.00	501670	
REXEL USA INC	644.85	501677	
BADGER DAYLIGHTING CORP	1,467.41	501714	
			18,261.32*
MAINTENANCE-PORT ARTHUR			
CITY OF PORT ARTHUR - WATER DEPT.	670.85	501502	
FUNCTION 4 LLC	93.00	501670	
			763.85*
MAINTENANCE-MID COUNTY			

NAME	AMOUNT	CHECK NO.	TOTAL
CITY OF NEDERLAND	32.21	501503	
ENTERGY	3,129.64	501520	
RITTER @ HOME	101.88	501546	
ACE IMAGEWEAR	96.34	501552	
AT&T	716.97	501558	
W. JEFFERSON COUNTY M.W.D.	50.43	501566	
FUNCTION 4 LLC	31.00	501670	
			4,158.47*
SERVICE CENTER			
SPIDLE & SPIDLE	7,507.69	501491	
THE MUFFLER SHOP	56.00	501537	
PHILPOTT MOTORS, INC.	1,319.45	501541	
JEFFERSON CTY. TAX OFFICE	7.50	501580	
JEFFERSON CTY. TAX OFFICE	7.50	501581	
JEFFERSON CTY. TAX OFFICE	7.50	501582	
JEFFERSON CTY. TAX OFFICE	7.50	501583	
JEFFERSON CTY. TAX OFFICE	7.50	501584	
JEFFERSON CTY. TAX OFFICE	7.50	501585	
JEFFERSON CTY. TAX OFFICE	7.50	501586	
JEFFERSON CTY. TAX OFFICE	7.50	501587	
THIRD COAST TINT	45.00	501625	
ROBERT'S TEXACO XPRESS LUBE	42.00	501628	
ADVANCE AUTO PARTS	301.48	501647	
DENNIS LOWE	224.35	501666	
FUNCTION 4 LLC	31.00	501670	
MUNRO'S UNIFORM SERVICES, LLC	338.45	501717	
CITIBANK NA	854.54	501723	
BARRY LEGER	7.00	501724	
			10,786.96*
VETERANS SERVICE			
UNITED STATES POSTAL SERVICE	9.20	501593	
HIGGINBOTHAM INSURANCE AGENCY INC	71.00	501657	
FUNCTION 4 LLC	62.00	501670	
			142.20*
			699,649.13**
MOSQUITO CONTROL FUND			
CITY OF NEDERLAND	33.40	501503	
ENTERGY	564.18	501520	
JACK BROOKS REGIONAL AIRPORT	915.99	501526	
AT&T	43.77	501558	
TDATA, INC	507.95	501614	
FUNCTION 4 LLC	31.00	501670	
CHARTER COMMUNICATIONS	72.67	501710	
AERO PERFORMANCE	73.35	501718	
			2,242.31**
FAMILY GROUP CONFERENCING			
FUNCTION 4 LLC	31.00	501670	
			31.00**
J.C. FAMILY TREATMENT			
MARY BEVIL	1,095.00	501692	
			1,095.00**
LAW LIBRARY FUND			
FUNCTION 4 LLC	31.00	501670	
			31.00**
EMPG GRANT			
FUNCTION 4 LLC	31.00	501670	
			31.00**
JUVENILE PROB & DET. FUND			
JEFFERSON CTY. DISTRICT CLERK	300.00	501528	
			300.00**
COMMUNITY SUPERVISION FND			
CASH ADVANCE ACCOUNT	1,622.18	501529	
UNITED STATES POSTAL SERVICE	70.21	501592	
UNITED STATES POSTAL SERVICE	98.45	501593	

NAME	AMOUNT	CHECK NO.	TOTAL
REDWOOD TOXICOLOGY LABORATORY, INC	708.05	501623	
SAM'S CLUB DIRECT	45.00	501644	
FUNCTION 4 LLC	62.00	501670	
ODP BUSINESS SOLUTIONS, LLC	414.54	501713	
			3,020.43**
COMMUNITY CORRECTIONS PRG			
FUNCTION 4 LLC	31.00	501670	
			31.00**
DRUG DIVERSION PROGRAM			
FUNCTION 4 LLC	31.00	501670	
			31.00**
CRIME VICTIMS CLEARING.			
KIMBERLY PHELAN, P.C.	500.00	501616	
			500.00**
LAW OFFICER TRAINING GRT			
ENTERGY	435.04	501520	
SAM'S CLUB DIRECT	201.18	501643	
CITIBANK NA	93.89	501723	
			730.11**
COUNTY RECORDS MANAGEMENT			
UNITED STATES POSTAL SERVICE	.57	501592	
HHM & ASSOCIATES, INC.	1,824.73	501702	
CITIBANK NA	58.36	501723	
			1,883.66**
HOTEL OCCUPANCY TAX FUND			
CITY OF BEAUMONT - WATER DEPT.	292.14	501501	
HALL-MCSWEEN CANVAS & UPHOLSTERY	55.00	501524	
CASH ADVANCE ACCOUNT	348.68	501529	
AT&T	95.98	501558	
ALLIANCE MECHANICAL SERVICES	270.00	501610	
JESSIE DAVIS	71.88	501626	
SAM'S CLUB DIRECT	45.00	501644	
FUNCTION 4 LLC	31.00	501670	
SUMMIT FIRE & SECURITY	89.50	501704	
GEORGE WEST	37.50	501709	
MUNRO'S UNIFORM SERVICES, LLC	347.68	501717	
AMAZON.COM SERVICES LLC	33.99	501721	
			1,718.35**
DISTRICT CLK RECORDS MGMT			
FUNCTION 4 LLC	62.00	501670	
			62.00**
AIRPORT FUND			
ACTION OIL SERVICE, INC.	75.00	501488	
FJORD AVIATION FUELING	909.22	501494	
ENTERGY	15,581.56	501522	
NOACK LOCKSMITH	18.00	501538	
SETZER HARDWARE, INC.	98.98	501551	
UNITED STATES POSTAL SERVICE	1.71	501592	
GARSITE/PROGRESS LLC	461.63	501619	
DISH NETWORK	115.37	501620	
ADVANCE AUTO PARTS	25.64	501647	
SOUTHEAST TEXAS PARTS AND EQUIPMENT	268.78	501654	
FUNCTION 4 LLC	62.00	501670	
TITAN AVIATION FUELS	88,866.35	501684	
RENEGADE INDUSTRIAL SUPPLY	245.00	501687	
ODP BUSINESS SOLUTIONS, LLC	291.83	501713	
RALPH'S INDUSTRIAL ELECTRONICS SUPP	218.49	501720	
CITIBANK NA	473.82	501723	
			107,713.38**
AIRPORT IMPROVE. GRANTS			
GARVER LLC	51,760.48	501637	
			51,760.48**
SE TX EMP. BENEFIT POOL			

NAME	AMOUNT	CHECK NO.	TOTAL
EXPRESS SCRIPTS INC	109,468.27	501675	
NEUROMUSCULAR CORPORATE SOLUTIONS	18,825.00	501685	
			128,293.27**
SETEC FUND			
INDUSTRIAL & COMMERCIAL MECHANICAL	3,360.67	501642	
			3,360.67**
SHERIFF'S FORFEITURE FUND			
SILSBEE FORD INC	4,040.63	501653	
			4,040.63**
PAYROLL FUND			
JEFFERSON CTY. - FLEXIBLE SPENDING	14,007.00	501468	
CLEAT	288.00	501469	
JEFFERSON CTY. TREASURER	12,564.54	501470	
RON STADTMUELLER - CHAPTER 13	182.31	501471	
INTERNAL REVENUE SERVICE	208.00	501472	
JEFFERSON CTY. ASSN. OF D.S. & C.O.	3,780.00	501473	
JEFFERSON CTY. COMMUNITY SUP.	6,893.94	501474	
JEFFERSON CTY. TREASURER - HEALTH	527,982.78	501475	
JEFFERSON CTY. TREASURER - PAYROLL	2,110,473.93	501476	
JEFFERSON CTY. TREASURER - PAYROLL	737,724.92	501477	
MONY LIFE INSURANCE OF AMERICA	62.88	501478	
POLICE & FIRE FIGHTERS' ASSOCIATION	1,765.05	501479	
JEFFERSON CTY. TREASURER - TCDRS	832,996.60	501480	
JEFFERSON COUNTY TREASURER	2,879.90	501481	
JEFFERSON COUNTY - TREASURER -	7,863.71	501482	
NECHES FEDERAL CREDIT UNION	34,864.08	501483	
JEFFERSON COUNTY - NATIONWIDE	54,790.52	501484	
SBA - U S DEPARTMENT OF TREASURY	286.16	501485	
CONSERVE	209.13	501486	
INVESCO INVESTMENT SERVICES, INC	656.66	501487	
JEFFERSON CTY. TREASURER - PAYROLL	128,305.97	501728	
JEFFERSON CTY. TREASURER - PAYROLL	27,918.88	501729	
			4,506,704.96**
ARPA CORONAVIRUS RECOVERY			
DUCKS UNLIMITED INC	178,000.00	501725	
			178,000.00**
MARINE DIVISION			
ENTERGY	101.06	501520	
HELICOPTER INSTITUTE INC	6,000.00	501672	
MCCLAIN TRAILERS INC	5,605.04	501694	
ODP BUSINESS SOLUTIONS, LLC	111.15	501713	
CITIBANK NA	287.75	501723	
			12,105.00**
			5,717,370.24***

Resolution

STATE OF TEXAS	§	COMMISSIONERS' COURT
	§	
COUNTY OF JEFFERSON	§	OF JEFFERSON COUNTY, TEXAS

Michael R. White

BE IT REMEMBERED at a meeting of Commissioners Court of Jefferson County, Texas, held on the _13_ day of __December___, 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, **Michael R. White** has devoted 15 years of his life to serving Jefferson County; and,

WHEREAS, **Michael R. White** began his career as The Deputy Emergency Management Coordinator with the Jefferson County Office of Emergency Management and Homeland Security; and,

WHEREAS, due to his knowledge in disasters and his abilities, **Michael R. White** was then promoted to Emergency Management Coordinator by Judge Jeff Branick to take over and manage disasters in Jefferson County; and

WHEREAS, due to his ability to lead and supervise, **Michael R. White** has gained the recognition and respect of first responders throughout the region and was recognized as Responder of The Year by two different organizations; and

WHEREAS, known for his service to Jefferson County, **Michael R. White's** leadership and Dedication helped to successfully bring the county and region through many emergencies and or disaster related events here including 12 Hurricanes and Tropical Storms, 2 Major Floods, 1 Plant Explosion, Numerous HAZMAT Incidents, several Winter Storms, and The Regional COVID 19 Response; and

WHEREAS, **Michael R. White** has sought after and acquired both State and National Certifications in Emergency Management; and

WHEREAS, after this distinguished career, **Michael R. White** has chosen to embark upon a much-deserved retirement, and he will be truly missed

NOW, THEREFORE, BE IT RESOLVED that the Commissioners' Court of Jefferson County, Texas does hereby honor and commend **Michael R. White** for his dedicated service as a valuable employee of Jefferson County and wishes him well in his retirement.

SIGNED this 13 day of December, 2022.

JEFF R. BRANICK
County Judge

VERNON PIERCE
Commissioner, Precinct No. 1

MICHAEL S. SINEGAL
Commissioner, Precinct No. 3

DARRELL W. BUSH
Commissioner, Precinct No. 2

EVERETTE D. ALFRED
Commissioner, Precinct No. 4

COUNTY JUDGES AND COMMISSIONERS ASSOCIATION OF TEXAS

County Commissioner Continuing Education Transcript

Reporting Period: 1/1/2022 - 12/31/2022

Hon. Everette "Bo" Alfred
Commissioner
Jefferson County
1149 Pearl Street
Beaumont, TX 77701
Phone: (409) 835-8443
Fax: (409) 784-5803

ID:
204898
Term:
1/1/2003 - 12/31/2022

Date	Description	Earned Hours
1/1/2022	Excess hours carried from 2021	3.00
2/24/2022	VGYI School for County Commissioners Courts	13.00
8/26/2022	2022 TAC Legislative Conference	10.50
10/14/2022	Texas Indigent Health Care Annual Conference	7.75
	Total Hours Earned: 34.25	

You have met your 2022 Commissioner Statutory Continuing Education requirement.
You will carry forward 8.00 hours to the next reporting period.

See Statute: Section 81.0025 Continuing Education, Local Government Code

Because continuing education sponsors are not required by law to report attendance to the Association, this transcript may not be a complete list of continuing education hours earned by the commissioner for this calendar year.

Print Date: 12/1/2022

If this report does not agree with your records, please call Administrative Assistant at (512) 482-0701 or (800) 733-0699 or cjca@allison-bass.com

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM THE INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

SPECIAL WARRANTY DEED

Date: 13 day DECEMBER, 2022

Grantor and Mailing Addresses:
Jefferson County, Texas
1149 Pearl Street, Fourth Floor
Beaumont, Jefferson County, TX 77701

Grantee: Lamar State College-Port Arthur

Grantee's Mailing Address (including county)
1500 Proctor Street
Port Arthur, Jefferson County, Texas 77641

Consideration: Pursuant to Sec. 272.001(j) of the Texas Local Government Code, the consideration for the conveyance by Jefferson County, Texas shall be Ten ($10.00) dollars and no/100 and other valuable consideration and that Jefferson County, Texas do agree to convey to Lamar State College-Port Arthur any and all interest it may have in the property, including all improvements, as described more particularly as,

.3789 acres of land being a part of Tract 5A-2 of a Replat of Lots 5-10, Block 152 recorded under Clerk's file No. 2014037745, Official Public Records of Jefferson County, Texas, a part of Lake Shore Park as indicated on plat recorded in Volume 1, Pages 7 & 8, Map Records of Jefferson County, Texas and all of that certain tract of land (called ".3789 acres") described in that certain instrument to Lamar-Port Arthur, recorded under film code no. 102-91-0206 in the Real Property Records of Jefferson County, Texas and as more fully described by metes and bounds in Exhibit "A" as attached and incorporated herein, for use as _____.

Reservations from and Exceptions to Conveyance and Warranty: That such deed is subject to all restrictions, covenants, conditions, easements, rights -of-way and prescriptive rights whether recorded or not, and all recorded reservations if any and zoning and other laws affecting the property. Grantee's abandonment of the property, including improvement, or any other use of said premises, shall cause the rights herein given to revert to Grantor, their successors or assigns.

Grantor, for the consideration and subject to the reservations from and exceptions to conveyance and warranty, grants, and conveys to Grantee the property, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and to hold it to Grantee, Grantee's heirs, executors, administrators, successors, or assigns forever. Grantor binds Grantor and Grantor's heirs, executors, administrators, and successors to warrant and forever defend all and singular the property to Grantee and Grantee's heirs executors, administrators, successors, and assigns against

every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the reservations from and exceptions to conveyance and warranty by and through only the grantor.

Executed on the 13th day of December A.D. 2022.

GRANTORS:

By: _____
Jeff R. Branick, County Judge

APPROVED AS TO FORM:

for _____
Kathleen Kennedy, Chief of Civil Division
District Attorney Office

ATTEST:

_____
County Clerk

COMMISSIONERS COURT JEFFERSON COUNTY, TEXAS

ACKNOWLEDGEMENT

THE STATE OF TEXAS §
§
COUNTY OF JEFFERSON §

BEFORE ME, the undersigned Notary Public, on this day personally appeared JEFF R. BRANICK known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same as the act and deed of the County of Jefferson, for the purposes and considerations therein expressed, and in the capacities therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 13th day of December 2022.

_____
Notary Public, State of Texas

Annette Reedy
Print Notary Name Here

ANNETTE REEDY
Notary Public, State of Texas
Comm. Expires 03-14-2026
Notary ID# 12395308-0

LSCPA
LAMAR STATE COLLEGE ✦ PORT ARTHUR

OFFICE OF THE PRESIDENT
www.lamarpa.edu

December 2, 2022

Judge Jeff Branick
Jefferson County Commissioners Court

Judge Branick and Jefferson County Commissioners,

Lamar State College Port Arthur (LSCPA) recently completed the renovation of the *Industry Training Facility* (Armory) on the LSCPA campus. The building is very functional, however, there is insufficient parking next to the building. For the building to be useful to the campus and the community, additional parking space is needed.

There is a .3789-acre lot (Tract 5A-2) adjacent to the *Industry Training Facility* (see attached survey). LSCPA is requesting that Jefferson County donate the .3789-acre lot to LSCPA for the construction of a parking lot next to the *Industry Training Facility*.

The additional property will provide adequate parking for the Industry Training Facility. In addition, several community organizations have expressed an interest in utilizing the facility for their events if additional parking becomes available.

Your support for the continued growth of Lamar State College Port Arthur is appreciated.

Regards,

Betty Reynard

Betty Reynard, Ed.D.

1500 Procter Street | P.O. Box 310
Port Arthur, Texas 77641
409-984-6100 | reynardbj@lamarpa.edu

September 1, 2022

Liberty County
Judge Jay Knight
1923 Sam Houston RM 201
Liberty, Texas 77575

Sheriff Bobby Rader
Liberty County Sheriff
2400 Beaumont Ave.
Liberty, Texas 77575

Re: Interlocal Cooperation Agreement

Dear Judge Knight,

Effective November 1st the Interlocal cooperation Agreement between Jefferson County and Liberty County signed December 10, 2020 will be modified due to increasing costs and labor shortages. Inmates are currently being housed at the downtown Jefferson County jail at the rate of $60.00 per day. Effective November 1st the adjusted rate will be $89.50 per inmate day. If you would like to continue the housing of your Inmates at the jail, please sign the modification below. If you have any questions, please feel free to contact Warden Detrah Lacy who will serve as the Operator contact.

County of Jefferson
Judge Jeff Branick

COMMISSIONERS COURT JEFFERSON COUNTY, TEXAS

Operator-LaSalle Corrections

8/22/2022

Liberty County
Judge Jay Knight

ATTEST [signature] - Jefferson County Clerk
DATE DECEMBER 13, 2022

ALLISON NATHAN GETZ
TAX ASSESSOR-COLLECTOR

TERRY WUENSCHEL
CHIEF DEPUTY

Tax Refund Determination

Taxpayer name: Creative Learning Center
Address: 7495 Calder Ave., Beaumont, TX 77706
Account Number: 036080-000/002600-00000
Amount of Refund: $7,369.64

Upon review, by the Tax Office and Auditor's department, both agreed for placement of an agenda item on the Commissioners' Court agenda for approval as required by Tax Code Section 31.11.

Allison Nathan Getz, PCC — Date 11/28/22
Tax Assessor-Collector
Jefferson County

County Auditor employee — Date 11/28/22

JEFFERSON COUNTY COURTHOUSE • P.O. BOX 2112 • BEAUMONT, TEXAS 77704-2112
PHONE: (409) 835-8516 • FAX: (409) 835-8589

11/17/2022 09:25:23 TAX COLLECTION SYSTEM PAGE: 1
TN536 SELECTION SEQUENCE 4136616 REFUNDS SELECTED REPORT
HELD OVERPAYMENT REFUNDS FROM: 10/01/2022 TO: 10/06/2022 MINIMUM DOLLAR AMOUNT: $0
REFUNDS REPORTED FOR INSPECTION ONLY

ACCOUNT NUMBER / UNP TOT YEAR UNIT OWNER NAME	APPR DIST #	SUIT REC TYPE	DEPOSIT RECEIPT	DATE	REMITTANCE# STAT	AMOUNT	REFUND REASON(S)
036080-000/002600-00000	56735		ESC10052022	20221005			
2022 8001 BEAUMONT CREATIVE LEARNING		TL	1	10/05/2022	50295545 TR	369.64	
CHECK PAYEE:CREATIVE LEARNING CENTER		LANGHAM PLACE SW50' L12 B2 NE50' L			CHECK TOTAL:	369.64	
7495 CALDER AVE		.4024AC					
BEAUMONT TX77706							
FIDO # : 25707054							
TOTAL AMOUNT DUE FOR ACCOUNT						.00	
036080-000/002600-00000	56735		ESC10052022	20221005			
2022 8001 BEAUMONT CREATIVE LEARNING		TL	1	10/05/2022	50471931 TR	1,000.00	
CHECK PAYEE:CREATIVE LEARNING CENTER		LANGHAM PLACE SW50' L12 B2 NE50' L			CHECK TOTAL:	1,000.00	
7495 CALDER AVE		.4024AC					
BEAUMONT TX77706							
FIDO # : 25707054							
TOTAL AMOUNT DUE FOR ACCOUNT						.00	
036080-000/002600-00000	56735		ESC10052022	20221005			
2022 8001 BEAUMONT CREATIVE LEARNING		TL	1	10/05/2022	50580547 TR	1,000.00	
CHECK PAYEE:CREATIVE LEARNING CENTER		LANGHAM PLACE SW50' L12 B2 NE50' L			CHECK TOTAL:	1,000.00	
7495 CALDER AVE		.4024AC					
BEAUMONT TX77706							
FIDO # : 25707054							
TOTAL AMOUNT DUE FOR ACCOUNT						.00	
036080-000/002600-00000	56735		ESC10052022	20221005			
2022 8001 BEAUMONT CREATIVE LEARNING		TL	1	10/05/2022	50698536 TR	1,000.00	
CHECK PAYEE:CREATIVE LEARNING CENTER		LANGHAM PLACE SW50' L12 B2 NE50' L			CHECK TOTAL:	1,000.00	
7495 CALDER AVE		.4024AC					
BEAUMONT TX77706							
FIDO # : 25707054							
TOTAL AMOUNT DUE FOR ACCOUNT						.00	

ACCOUNT NUMBER / UNP TOT YEAR UNIT OWNER NAME	APPR DIST #	SUIT REC TYPE	DEPOSIT RECEIPT	DATE	REMITTANCE# STAT	AMOUNT	REFUND REASON(S)
036080-000/002600-00000	56735		ESC10052022	20221005			
2022 8001 BEAUMONT CREATIVE LEARNING		TL	1	10/05/2022	50779154 TR	1,000.00 ✓	
CHECK PAYEE:CREATIVE LEARNING CENTER		LANGHAM PLACE SW50' L12 B2 NE50' L			CHECK TOTAL:	1,000.00	
7495 CALDER AVE		.4024AC					
BEAUMONT TX77706							
FIDO # : 25707054							
TOTAL AMOUNT DUE FOR ACCOUNT						.00	
036080-000/002600-00000	56735		ESC10052022	20221005			
2022 8001 BEAUMONT CREATIVE LEARNING		TL	1	10/05/2022	50871490 TR	1,000.00 ✓	
CHECK PAYEE:CREATIVE LEARNING CENTER		LANGHAM PLACE SW50' L12 B2 NE50' L			CHECK TOTAL:	1,000.00	
7495 CALDER AVE		.4024AC					
BEAUMONT TX77706							
FIDO # : 25707054							
TOTAL AMOUNT DUE FOR ACCOUNT						.00	
036080-000/002600-00000	56735		ESC10052022	20221005			
2022 8001 BEAUMONT CREATIVE LEARNING		TL	1	10/05/2022	50928072 TR	1,000.00 ✓	
CHECK PAYEE:CREATIVE LEARNING CENTER		LANGHAM PLACE SW50' L12 B2 NE50' L			CHECK TOTAL:	1,000.00	
7495 CALDER AVE		.4024AC					
BEAUMONT TX77706							
FIDO # : 25707054							
TOTAL AMOUNT DUE FOR ACCOUNT						.00	
036080-000/002600-00000	56735		ESC10052022	20221005			
2022 8001 BEAUMONT CREATIVE LEARNING		TL	1	10/05/2022	50972288 TR	1,000.00 ✓	
CHECK PAYEE:CREATIVE LEARNING CENTER		LANGHAM PLACE SW50' L12 B2 NE50' L			CHECK TOTAL:	1,000.00	
7495 CALDER AVE		.4024AC					
BEAUMONT TX77706							
FIDO # : 25707054							
TOTAL AMOUNT DUE FOR ACCOUNT						.00	

TOTAL ALL ACCOUNTS 7,369.64

COUNT OF REFUND CHECKS 8

DUPLICATE TAX RECEIPT

ALLISON NATHAN GETZ, P.C.C.
JEFFERSON COUNTY TAX ASSESSOR - COLLECTOR
P.O. BOX 2112, BEAUMONT, TX 77704
EMAIL: PROPERTY@JEFFCOTX.US
(409) 835-8516, WEBSITE: WWW.JEFFCOTAX.COM

Certified Owner:

BEAUMONT CREATIVE LEARNING CENTER LLC
3395 SHADY HOLLOW LN
BEAUMONT , TX 77706-7365

Legal Description:

LANGHAM PLACE SW50' L12 B2 NE50' L13 B2 .4024AC

Parcel Address: 6515 CALDER
Legal Acres: 0.4017

Deposit No: ESC10052022
Validation No: 900000063695970
Account No: **036080-000/002600-00000**
Operator Code: REPORT_MANAGER

Remit Seq No: 50295545
Receipt Date: 03/04/2022
Deposit Date: 10/05/2022
Print Date: 11/17/2022

NO.: 56735

Year	Tax Unit Name	Tax Value	Tax Rate Per/100	Levy Paid	P&I	Coll Fee Paid	Total
2022	Overpay	0	0.000000	0.00	0.00	0.00	369.64
2022	Escrow Payment For 2022 Taxes	0	0.000000	0.00	0.00	0.00	-1,000.00
				$0.00	**$0.00**	**$0.00**	**-$630.36**

Check Number(s):
0005916412

PAYMENT TYPE:

Checks: $-630.36

Exemptions on this property:

Total Applied: $-630.36

Change Paid: $0.00

PAYER:
CREATIVE LEARNING CENTER
7495 CALDER AVE
BEAUMONT , TX 77706

DUPLICATE TAX RECEIPT

ALLISON NATHAN GETZ, P.C.C.
JEFFERSON COUNTY TAX ASSESSOR - COLLECTOR
P.O. BOX 2112, BEAUMONT, TX 77704
EMAIL: PROPERTY@JEFFCOTX.US
(409) 835-8516, WEBSITE: WWW.JEFFCOTAX.COM

Certified Owner:

BEAUMONT CREATIVE LEARNING CENTER LLC
3395 SHADY HOLLOW LN
BEAUMONT , TX 77706-7365

Legal Description:

LANGHAM PLACE SW50' L12 B2 NE50' L13 B2 .4024AC

Parcel Address: 6515 CALDER
Legal Acres: 0.4017

Deposit No: ESC10052022
Validation No: 900000063695971
Account No: **036080-000/002600-00000**
Operator Code: REPORT_MANAGER

Remit Seq No: 50471931
Receipt Date: 03/31/2022
Deposit Date: 10/05/2022
Print Date: 11/17/2022
NO.: 56735

Year	Tax Unit Name	Tax Value	Tax Rate Per/100	Levy Paid	P&I	Coll Fee Paid	Total
2022	Overpay	0	0.000000	0.00	0.00	0.00	1,000.00
2022	Escrow Payment For 2022 Taxes	0	0.000000	0.00	0.00	0.00	-1,000.00
				$0.00	**$0.00**	**$0.00**	**$0.00**

Check Number(s):
0008932982

PAYMENT TYPE:

Exemptions on this property:

Total Applied: $0.00

Change Paid: $0.00

PAYER:
CREATIVE LEARNING CENTER
7495 CALDER AVE
BEAUMONT , TX 77706

DUPLICATE TAX RECEIPT

ALLISON NATHAN GETZ, P.C.C.
JEFFERSON COUNTY TAX ASSESSOR - COLLECTOR
P.O. BOX 2112, BEAUMONT, TX 77704
EMAIL: PROPERTY@JEFFCOTX.US
(409) 835-8516, WEBSITE: WWW.JEFFCOTAX.COM

Certified Owner:

BEAUMONT CREATIVE LEARNING CENTER LLC
3395 SHADY HOLLOW LN
BEAUMONT , TX 77706-7365

Legal Description:

LANGHAM PLACE SW50' L12 B2 NE50' L13 B2 .4024AC

Parcel Address: 6515 CALDER
Legal Acres: 0.4017

Deposit No: ESC10052022
Validation No: 900000063695972
Account No: **036080-000/002600-00000**
Operator Code: REPORT_MANAGER

Remit Seq No: 50580547
Receipt Date: 04/30/2022
Deposit Date: 10/05/2022
Print Date: 11/17/2022

NO.: 56735

Year	Tax Unit Name	Tax Value	Tax Rate Per/100	Levy Paid	P&I	Coll Fee Paid	Total
2022	Overpay	0	0.000000	0.00	0.00	0.00	1,000.00
2022	Escrow Payment For 2022 Taxes	0	0.000000	0.00	0.00	0.00	-1,000.00
				$0.00	**$0.00**	**$0.00**	**$0.00**

Check Number(s):
0012150271

PAYMENT TYPE:

Exemptions on this property:

Total Applied: $0.00

Change Paid: $0.00

PAYER:
CREATIVE LEARNING CENTER
7495 CALDER AVE
BEAUMONT , TX 77706

DUPLICATE TAX RECEIPT

ALLISON NATHAN GETZ, P.C.C.
JEFFERSON COUNTY TAX ASSESSOR - COLLECTOR
P.O. BOX 2112, BEAUMONT, TX 77704
EMAIL: PROPERTY@JEFFCOTX.US
(409) 835-8516, WEBSITE: WWW.JEFFCOTAX.COM

Certified Owner:

BEAUMONT CREATIVE LEARNING CENTER LLC
3395 SHADY HOLLOW LN
BEAUMONT , TX 77706-7365

Legal Description:

LANGHAM PLACE SW50' L12 B2 NE50' L13 B2 .4024AC

Parcel Address: 6515 CALDER
Legal Acres: 0.4017

Deposit No: ESC10052022
Validation No: 900000063695973
Account No: **036080-000/002600-00000**
Operator Code: REPORT_MANAGER

Remit Seq No: 50698536
Receipt Date: 06/06/2022
Deposit Date: 10/05/2022
Print Date: 11/17/2022

NO.: 56735

Year	Tax Unit Name	Tax Value	Tax Rate Per/100	Levy Paid	P&I	Coll Fee Paid	Total
2022	Overpay	0	0.000000	0.00	0.00	0.00	1,000.00
2022	Escrow Payment For 2022 Taxes	0	0.000000	0.00	0.00	0.00	-1,000.00
				$0.00	**$0.00**	**$0.00**	**$0.00**

Check Number(s):
0015222844

PAYMENT TYPE:

Exemptions on this property:

Total Applied: $0.00

Change Paid: $0.00

PAYER:
CREATIVE LEARNING CENTER
7495 CALDER AVE
BEAUMONT , TX 77706

DUPLICATE TAX RECEIPT

ALLISON NATHAN GETZ, P.C.C.
JEFFERSON COUNTY TAX ASSESSOR - COLLECTOR
P.O. BOX 2112, BEAUMONT, TX 77704
EMAIL: PROPERTY@JEFFCOTX.US
(409) 835-8516, WEBSITE: WWW.JEFFCOTAX.COM

Certified Owner:

BEAUMONT CREATIVE LEARNING CENTER LLC
3395 SHADY HOLLOW LN
BEAUMONT , TX 77706-7365

Legal Description:

LANGHAM PLACE SW50' L12 B2 NE50' L13 B2
.4024AC

Parcel Address: 6515 CALDER
Legal Acres: 0.4017

Deposit No: ESC10052022
Validation No: 900000063695974
Account No: **036080-000/002600-00000**
Operator Code: REPORT_MANAGER

Remit Seq No: 50779154
Receipt Date: 06/30/2022
Deposit Date: 10/05/2022
Print Date: 11/17/2022

NO.: 56735

Year	Tax Unit Name	Tax Value	Tax Rate Per/100	Levy Paid	P&I	Coll Fee Paid	Total
2022	Overpay	0	0.000000	0.00	0.00	0.00	1,000.00
2022	Escrow Payment For 2022 Taxes	0	0.000000	0.00	0.00	0.00	-1,000.00
				$0.00	**$0.00**	**$0.00**	**$0.00**

Check Number(s):
0018111611

PAYMENT TYPE:

Exemptions on this property:

Total Applied: $0.00

Change Paid: $0.00

PAYER:
CREATIVE LEARNING CENTER
7495 CALDER AVE
BEAUMONT , TX 77706

DUPLICATE TAX RECEIPT

ALLISON NATHAN GETZ, P.C.C.
JEFFERSON COUNTY TAX ASSESSOR - COLLECTOR
P.O. BOX 2112, BEAUMONT, TX 77704
EMAIL: PROPERTY@JEFFCOTX.US
(409) 835-8516, WEBSITE: WWW.JEFFCOTAX.COM

Certified Owner:

BEAUMONT CREATIVE LEARNING CENTER LLC
3395 SHADY HOLLOW LN
BEAUMONT , TX 77706-7365

Legal Description:

LANGHAM PLACE SW50' L12 B2 NE50' L13 B2
.4024AC

Parcel Address: 6515 CALDER
Legal Acres: 0.4017

Deposit No: ESC10052022
Validation No: 900000063695975
Account No: **036080-000/002600-00000**
Operator Code: REPORT_MANAGER

Remit Seq No: 50871490
Receipt Date: 07/31/2022
Deposit Date: 10/05/2022
Print Date: 11/17/2022
NO.: 56735

Year	Tax Unit Name	Tax Value	Tax Rate Per/100	Levy Paid	P&I	Coll Fee Paid	Total
2022	Overpay	0	0.000000	0.00	0.00	0.00	1,000.00
2022	Escrow Payment For 2022 Taxes	0	0.000000	0.00	0.00	0.00	-1,000.00
				$0.00	**$0.00**	**$0.00**	**$0.00**

Check Number(s):
0021284503

PAYMENT TYPE:

Exemptions on this property:

Total Applied: $0.00

Change Paid: $0.00

PAYER:
CREATIVE LEARNING CENTER
7495 CALDER AVE
BEAUMONT , TX 77706

DUPLICATE TAX RECEIPT

ALLISON NATHAN GETZ, P.C.C.
JEFFERSON COUNTY TAX ASSESSOR - COLLECTOR
P.O. BOX 2112, BEAUMONT, TX 77704
EMAIL: PROPERTY@JEFFCOTX.US
(409) 835-8516, WEBSITE: WWW.JEFFCOTAX.COM

Certified Owner:

BEAUMONT CREATIVE LEARNING CENTER LLC
3395 SHADY HOLLOW LN
BEAUMONT , TX 77706-7365

Legal Description:

LANGHAM PLACE SW50' L12 B2 NE50' L13 B2 .4024AC

Parcel Address: 6515 CALDER
Legal Acres: 0.4017

Deposit No: ESC10052022
Validation No: 900000063695976
Account No: **036080-000/002600-00000**
Operator Code: REPORT_MANAGER

Remit Seq No: 50928072
Receipt Date: 08/31/2022
Deposit Date: 10/05/2022
Print Date: 11/17/2022

NO.: 56735

Year	Tax Unit Name	Tax Value	Tax Rate Per/100	Levy Paid	P&I	Coll Fee Paid	Total
2022	Overpay	0	0.000000	0.00	0.00	0.00	1,000.00
2022	Escrow Payment For 2022 Taxes	0	0.000000	0.00	0.00	0.00	-1,000.00
				$0.00	**$0.00**	**$0.00**	**$0.00**

Check Number(s):
0024321054

PAYMENT TYPE:

Exemptions on this property:

Total Applied: $0.00

Change Paid: $0.00

PAYER:
CREATIVE LEARNING CENTER
7495 CALDER AVE
BEAUMONT , TX 77706

DUPLICATE TAX RECEIPT

ALLISON NATHAN GETZ, P.C.C.
JEFFERSON COUNTY TAX ASSESSOR - COLLECTOR
P.O. BOX 2112, BEAUMONT, TX 77704
EMAIL: PROPERTY@JEFFCOTX.US
(409) 835-8516, WEBSITE: WWW.JEFFCOTAX.COM

Certified Owner:

BEAUMONT CREATIVE LEARNING CENTER LLC
3395 SHADY HOLLOW LN
BEAUMONT , TX 77706-7365

Legal Description:

LANGHAM PLACE SW50' L12 B2 NE50' L13 B2
.4024AC

Parcel Address: 6515 CALDER
Legal Acres: 0.4017

Deposit No: ESC10052022
Validation No: 900000063695977
Account No: **036080-000/002600-00000**
Operator Code: REPORT_MANAGER

Remit Seq No: 50972288
Receipt Date: 09/30/2022
Deposit Date: 10/05/2022
Print Date: 11/17/2022

NO.: 56735

Year	Tax Unit Name	Tax Value	Tax Rate Per/100	Levy Paid	P&I	Coll Fee Paid	Total
2022	Overpay	0	0.000000	0.00	0.00	0.00	1,000.00
2022	Escrow Payment For 2022 Taxes	0	0.000000	0.00	0.00	0.00	-1,000.00
				$0.00	**$0.00**	**$0.00**	**$0.00**

Check Number(s):
0027228207

PAYMENT TYPE:

Exemptions on this property:

Total Applied: $0.00

Change Paid: $0.00

PAYER:
CREATIVE LEARNING CENTER
7495 CALDER AVE
BEAUMONT , TX 77706

STATE OF TEXAS, COUNTY OF JEFFERSON

I, _____, COUNTY CLERK OF JEFFERSON COUNTY, TEXAS DO HEREBY CERTIFY THAT THE WITHIN INSTRUMENT WAS FILED FOR REGISTRATION IN MY OFFICE AND DULY RECORDED ON _____, 2022, IN COUNTY CLERK'S FILE NO._____ JEFFERSON COUNTY PLAT RECORDS.

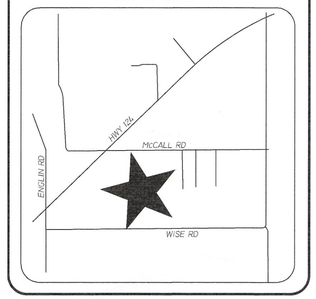
COUNTY CLERK, JEFFERSON COUNTY, TEXAS

BY:_____, DEPUTY

REPLAT of

Lots 6, 7, 22 & 23,
Theo. F. Koch Subdivision
Vol. 2, Pg. 113, J.C.M.R.
INTO **LOTS 1A - 4A**
part of the T. & N.O. Ry. Survey
Section No. 138

VICINITY MAP
NOT TO SCALE



SURVEYOR'S NOTES:

1. THIS SURVEY WAS COMPLETED WITHOUT THE BENEFIT OF A TITLE COMMITMENT, AND NOT ALL EASEMENTS OR SERVITUDES, WHETHER OF RECORD OR NOT, WERE RESEARCHED AT THE TIME OF THIS SURVEY OR SHOWN HEREON.
2. ALL BEARINGS, DISTANCES, COORDINATES, AND AREAS ARE GRID, BASED ON THE TEXAS COORDINATE SYSTEM OF 1983 (NAD83), SOUTH CENTRAL ZONE.
3. ALL ELEVATIONS ARE NAVD88 (CALCULATED USING GEOID 18), BASED ON RTK GNSS OBSERVATION AND TIED TO TRIMBLE'S VRS NETWORK.
4. ACCORDING TO FEMA'S FLOOD INSURANCE RATE MAP NO. 480385 0355 C, DATED AUGUST 06, 2002, ALL LOTS IN THE SUBJECT PROPERTY ARE LOCATED IN FLOOD ZONE "AE" AND THE DESIGNATED FLOODWAY.
5. NO FURTHER DIVISION OF THE TRACTS PRESENTED ON THIS PLAT WILL BE ALLOWED IN THE FUTURE.
5. LOT OWNERS SHALL NOT BE ALLOWED TO INSTALL CULVERTS OR SURFACE DRAIN SYSTEMS TO REPLACE THE OPEN DITCH SYSTEM ON COUNTY ROADS FRONTING THEIR LOT(S) OTHER THAN ALLOWED BY THE COUNTY FOR DRIVEWAYS.
6. ENCROACHMENTS IN THE FLOODWAY ARE PROHIBITED INCLUDING EXCAVATION, DREDGING, FILL, NEW CONSTRUCTION, SUBSTANTIAL IMPROVEMENTS OR ANY OTHER "DEVELOPMENT" AS DEFINED BY FEMA UNLESS CERTIFICATION BY A REGISTERED PROFESSIONAL CIVIL ENGINEER IS PROVIDED DEMONSTRATING THROUGH HYDROLOGIC AND HYDRAULIC ANALYSES, PERFORMED IN ACCORDANCE WITH STANDARD ENGINEERING PRACTICE, THAT ENCROACHMENTS SHALL NOT RESULT IN ANY INCREASE IN FLOOD LEVELS DURING OCCURRENCE OF A BASE FLOOD DISCHARGE.
7. NO MORE THAN ONE (1) SINGLE FAMILY RESIDENCE SHALL BE LOCATED ON EACH LOT. THIS RESTRICTION SHALL ALSO BE PLACED ON ALL DEEDS AND CONTRACTS FOR DEED FOR ANY LOT SOLD WITHIN THE SUBDIVISION. LOT 4A IS RESTRICTED TO AGRICULTURAL USE ONLY, DEVELOPMENT WILL NOT BE PERMITTED.
3. NO VISIBLE SIGNS OF PIPELINES AT THE TIME OF SURVEY.

LEGAL DESCRIPTION:

BEING ALL OF LOTS 6, 7, 22 AND 23, LESS THE NORTH 30' OF LOTS 6 & 7 AND THE SOUTH 30' OF LOTS 22 & 23 DEDICATED TO JEFFERSON COUNTY FOR ROAD RIGHT OF WAY, IN THE THEO F. KOCH SUBDIVISION, RECORDED IN VOLUME 2, PAGE 113, MAP RECORDS OF JEFFERSON COUNTY, TEXAS.

DEVELOPMENT REGULATIONS NOTES:

NO CONSTRUCTION OR OTHER DEVELOPMENT WITHIN THIS PLAT MAY BEGIN UNTIL ALL JEFFERSON COUNTY DEVELOPMENT REQUIREMENTS HAVE BEEN MET.

SCHOOL DISTRICT NOTE:
THIS MINOR PLAT IS WITHIN THE BOUNDARIES OF THE
HAMSHIRE -FANNETT ISD

UTILITY NOTES:
ELECTRIC UTILITY SERVICE WILL BE PROVIDED BY: ENTERGY TEXAS
TELEPHONE UTILITY SERVICE WILL BE PROVIDED BY: AT&T
GAS UTILITY SERVICE WILL BE PROVIDED BY: DCP MIDSTREAM
WATER UTILITY SERVICE WILL BE PROVIDED BY: _____
SEWER UTILITY SERVICE WILL BE PROVIDED BY: N/A
CABLE UTILITY SERVICE WILL BE PROVIDED BY: AT&T

(SERVICE PROVIDERS ARE BASED ON INFORMATION FOUND ONLINE)

SEWAGE DISPOSAL NOTE:
NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO A PUBLIC SEWER SYSTEM OR TO AN ON-SITE WASTEWATER SYSTEM, WHICH HAS BEEN APPROVED AND PERMITTED BY JEFFERSON COUNTY.

INDIVIDUAL WATER SUPPLY NOTE:
NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO A PUBLIC WATER SUPPLY, STATE APPROVED COMMUNITY WATER SYSTEM, OR ENGINEERED RAINWATER COLLECTION SYSTEM.

DRAINAGE DISTRICT #3 (DD3) NOTES:

1. DD3 DITCHES REFERENCED ON THIS PLAT INDICATE THE LOCATION AND EXISTENCE OF KNOWN DRAINAGE DITCHES CURRENTLY ON PROPERTY OWNERS LANDS RECORDED IN THE REAL PROPERTY RECORDS OF JEFFERSON COUNTY, TEXAS, FILE 2022003542. THE DD3 EASEMENTS SHOWN ON THIS PLAT ASSOCIATED WITH IDENTIFIED DD3 DITCHES, SHALL BE PERPETUAL, NON-EXCLUSIVE EASEMENTS CONSISTING OF THE ACTUAL WIDTH OF THE CORRESPONDING DITCH, INCLUDING IMPROVEMENTS, PLUS 25 FEET ON EACH SIDE OF THE DITCH TOPS. WHERE DITCHES LIE ALONG A ROAD OR OTHER R.O.W., THE EASEMENT HEREIN GRANTED LIES ONLY ON THAT PART OF THE DITCH WHICH LIES ON THE PROPERTY OWNERS LAND AND THE 25 FEET BEYOND THE DITCH TOP, WHICH LIES ON THE PROPERTY OWNERS LAND.
2. DD3 DRAINAGE EASEMENTS ARE GRANTED OVER PROPERTY OWNER'S LAND TO IMPROVE THE FLOW OF WATER DRAINAGE FROM TRIBUTARIES LOCATED WITHIN JEFFERSON COUNTY, TEXAS, AND TO PROVIDE THE RIGHT TO EXCAVATE DITCHES AND LATERALS, AND TO CONSTRUCT BERMS THEREON FOR THE FLOW OF WATERS AND GIVING DD3 THE RIGHT AND PRIVILEGE TO IMPROVE, MAINTAIN AND OPERATE THE SAME AS PERMITTED BY LAW, AND GIVING UNTO DD3 THE RIGHT AND PRIVILEGE OF CLEANING OUT AND DEEPENING DITCHES OR WATER FLOWS WITHIN THE EASEMENT TRACTS. PROPERTY OWNERS SHALL ONLY CONSTRUCT PERMANENT FENCING ALONG THE DRAINAGE EASEMENT LINES GRANTED HEREIN ON ONE (1) SIDE OF THE DITCH IF THE DITCH CROSSES THE PROPERTY OWNERS LAND. THE DRAINAGE EASEMENTS ALSO INCLUDE THE RIGHT OF DD3 TO CONSTRUCT, OPERATE, MAINTAIN, ALTER, REPAIR AND PATROL EACH DRAINAGE EASEMENT, AND IMPROVEMENTS MADE THERETO, TOGETHER WITH THE RIGHT TO CONSTRUCT BERMS, CONSTRUCT AND UTILIZE DIRT PLACEMENT AREAS, RESTRICT PLACEMENT OF OBSTRUCTIONS WITH PERMANENT STRUCTURES, REMOVE ALL DIRT THEREFROM, TRIM, CUT, FELL AND REMOVE THEREFROM ALL TREES, UNDERBRUSH, OBSTRUCTIONS AND OTHER VEGETATION, STRUCTURES OR OBSTACLES WITHIN THE LIMITS OF THE EASEMENT WITHOUT FURTHER PAYMENT; AND FURTHER INCLUDING THE RIGHT TO CONSTRUCT IMPROVEMENTS ABOVE GROUND AND UNDERGROUND ESSENTIAL TO DD3'S DRAINAGE FACILITIES, WITHIN THE LIMITS OF SAID EASEMENTS. DD3 SHALL NOTIFY PROPERTY OWNERS OF ANY AND ALL CONSTRUCTION, OPERATION, MAINTENANCE, ALTERATION, REPAIR, CONSTRUCTION OF BERMS, DIRT PLACEMENT, RESTRICTION OF PERMANENT STRUCTURES OR OTHER OBSTRUCTIONS, REMOVAL OF DIRT, THE TRIMMING, CUTTING, FELLING AND REMOVAL OF TREES, UNDERBRUSH, OBSTRUCTIONS AND OTHER VEGETATION, REMOVAL OF STRUCTURES OR OTHER OBSTACLES WITHIN THE LIMITS OF THE EASEMENT.
3. NO STRUCTURES OR IMPROVEMENTS, I.E. FENCES OR BUILDINGS SHALL BE PLACED IN OR ACROSS DD3 EASEMENTS DEPICTED HEREIN.
4. NO CULVERTS, BRIDGES, LOW FLOW CROSSINGS OR OTHER STRUCTURES SHALL BE PLACED IN DD3 DITCHES OR EASEMENTS, SHOWN HEREIN, WITHOUT AN ENGINEERED DESIGN AND DD3 APPROVAL.

Required Clear Space for an On-Site Sewage Facility (OSSF)

Type of Facility	Usage Rate - Gallons per Day (without water saving devices)	Required Clear Area for OSSF (in Square Feet)	Usage Rate - Gallons per Day (with water saving devices)	Required Clear Area for OSSF (in Square Feet)
Single Family Dwelling (1 or 2 Bedrooms) < 1500 sq. ft.	225	6428	180	5143
Single Family Dwelling (3 Bedrooms) < 2500 sq. ft.	300	8571	240	6857
Single Family Dwelling (4 Bedrooms) < 3500 sq. ft.	375	10714	300	8571
Single Family Dwelling (5 Bedrooms) < 4500 sq. ft.	450	12857	360	10286
Single Family Dwelling (6 Bedrooms) < 5500 sq. ft.	525	15000	420	12000

Note: SAMPLE - consult the TCEQ Regulations for proper sizes

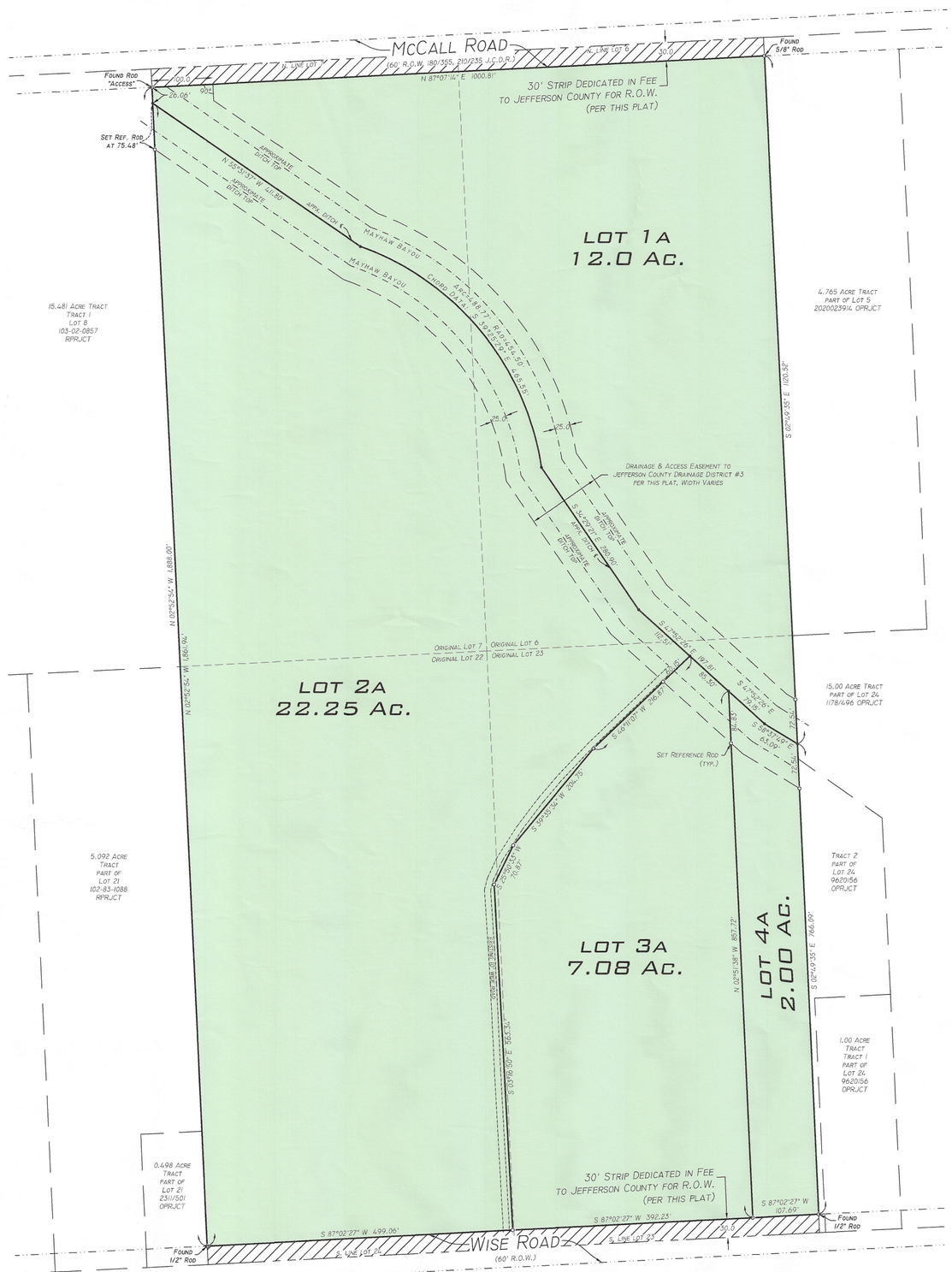
Access Surveyors, LLC
Commercial - Industrial - Residential
11025 Old Voth Road – Beaumont, Texas 77713
Telephone (409) 838-6322 Facsimile 838-6122
www.access-surveyors.com § rpls5163@aol.com
FILE: 2022148 FIRM NO. 10136400 TECHNICIAN: A.M.LEA

LEGEND

(--) = CALLED BEARING, DISTANCE
• = POINT FOR CORNER
o = SET 1/2" ROD (CAPPED "ACCESS"), UNLESS NOTED OTHERWISE

0' 50' 100' 150' 200'

SCALE: 1" = 100'
SHEET: 24" x 36"



SURVEYOR'S CERTIFICATE:

I, SCOTT N BRACKIN, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, CERTIFY THAT THIS PLAT HAS BEEN PREPARED FROM AN ACTUAL STANDARD LAND SURVEY ON THE GROUND, THAT ALL CORNERS WERE FOUND OR SET AS NOTED AND THAT THIS PLAT CORRECTLY REPRESENTS SAID SURVEY BY ME AND IS IN ACCORDANCE WITH THE SUBDIVISION REGULATIONS OF JEFFERSON COUNTY, TEXAS.

12-02-2022
SCOTT N. BRACKIN DATED
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 6650

STATE OF TEXAS · SCOTT N. BRACKIN · 6650 · REGISTERED PROFESSIONAL LAND SURVEYOR

OWNERSHIP CERTIFICATE:

STATE OF TEXAS
COUNTY OF JEFFERSON

KNOW ALL MEN BY THESE PRESENTS, THAT WE, GREG F. SIMINO AND PAMELA A. SIMINO, OWNERS OF LOT 6, LOT 7, LOT 22 AND LOT 23, OF THE THEO. F. KOCH SUBDIVISION, (VOL. 2, PG. 113, MRJCT) RECORDED IN COUNTY CLERK'S FILE NO. 2022003542, OFFICIAL PUBLIC RECORDS OF JEFFERSON COUNTY, TEXAS, DO HEREBY SUBDIVIDE SAID PROPERTY IN ACCORDANCE WITH THE PLAT SHOWN HEREON, SUBJECT TO ANY AND ALL EASEMENTS OR RESTRICTIONS HERETOFORE GRANTED AND DO HEREBY DEDICATE TO THE PUBLIC THE STREETS AND EASEMENTS SHOWN HEREON.

WITNESS MY HAND, THIS 5th DAY OF December, 2022.

GREG F. SIMINO

PAMELA A. SIMINO

STATE OF TEXAS
COUNTY OF JEFFERSON

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED GREG F. SIMINO AND PAMELA A. SIMINO, KNOWN TO ME TO BE THE PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE 5th DAY OF December, 2022.

BY: Lauren B. Morgan
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

LAUREN BROOK MORGAN
Notary Public, State of Texas
Comm. Expires 09-21-2025
Notary ID 133343461

CERTIFICATE OF COUNTY APPROVAL:

APPROVED BY THE COMMISSIONERS COURT OF JEFFERSON COUNTY, TEXAS OF THE _____ DAY OF _____ 2022, AUTHORIZING THE FILING FOR RECORD OF THIS PLAT. JEFFERSON COUNTY ASSUMES ON OBLIGATIONS FOR THE MAINTENANCE OF STREETS, ROAD, DRAINAGE OR ANY OTHER IMPROVEMENTS.

COMMISSIONER, PRECINCT NO. 1
JEFFERSON COUNTY, TEXAS

COMMISSIONER, PRECINCT NO. 2
JEFFERSON COUNTY, TEXAS

COMMISSIONER, PRECINCT NO. 3
JEFFERSON COUNTY, TEXAS

COMMISSIONER, PRECINCT NO. 4
JEFFERSON COUNTY, TEXAS

COUNTY JUDGE
JEFFERSON COUNTY, TEXAS

CERTIFICATE OF COUNTY ENGINEER:

I, _____ COUNTY ENGINEER OF JEFFERSON COUNTY, TEXAS DO HEREBY CERTIFY THAT THIS PLAT COMPLIES WITH ALL EXISTING RULES AND REGULATIONS OF THIS OFFICE AS ADOPTED BY THE COMMISSIONER'S COUNT OF JEFFERSON COUNTY, TEXAS.

COUNTY ENGINEER

OWNERSHIP CERTIFICATE

STATE OF TEXAS
COUNTY OF JEFFERSON

KNOW ALL MEN BY THESE PRESENTS, THAT THIRD COAST EQUITY, LLC & BRAI INVESTMENTS, LLC, OWNERS OF 55.53 ACRES OF LAND, PART OF THE T. & N.O. R.R. SURVEY, SECTION 3, ABSTRACT NO. 258, JEFFERSON COUNTY, TEXAS AS CONVEYED TO ME BY DEEDS DATED 11/28/2022 RECORDED IN FILE NUMBER 2022039249, OFFICIAL PUBLIC RECORDS, JEFFERSON COUNTY, 3/13/2015, RECORDED IN FILE NUMBER 2015007896, OFFICIAL PUBLIC RECORDS, JEFFERSON COUNTY, 08/24/2016, RECORDED IN FILE NUMBER 2016026723, OFFICIAL PUBLIC RECORDS, JEFFERSON COUNTY TEXAS DO HEREBY SUBDIVIDE 55.53 ACRES OF LAND, TO BE KNOWN AS AAA R.V. PARK ON THE LAKE, IN ACCORDANCE WITH THE PLAT SHOWN HEREON, SUBJECT TO ANY AND ALL EASEMENTS OR RESTRICTIONS HERETO FORE GRANTED AND DO HEREBY DEDICATE TO THE PUBLIC THE STREETS AND EASEMENTS SHOWN HEREON.

WITNESS MY HAND IN JEFFERSON COUNTY, TEXAS THIS 6th DAY OF December, 2022

THIRD COAST EQUITY, LLC & BRAI INVESTMENTS, LLC
THERON TATE, MANAGER

STATE OF TEXAS
COUNTY OF JEFFERSON

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED THERON L. TATE, MANAGER OF THIRD COAST EQUITY, LLC & BRAI INVESTMENTS, LLC PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN SET FORTH.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS 6th DAY OF December, A.D., 2022

STACEY GARZA
Notary ID #131136064
My Commission Expires
May 18, 2025

NOTARY PUBLIC IN AND FOR
JEFFERSON COUNTY, TEXAS

MY COMMISSION EXPIRES 5/18/2025
(DATE)

COUNTY APPROVAL CERTIFICATE

APPROVED BY THE COMMISSIONERS COURT OF JEFFERSON COUNTY, TEXAS ON THE _____ DAY OF _____, A.D. 20___, AUTHORIZING THE FILING FOR RECORD OF THIS PLAT. JEFFERSON COUNTY ASSUMES NO OBLIGATIONS FOR THE MAINTENANCE OF STREETS, ROADS, DRAINAGE OR ANY OTHER IMPROVEMENTS.

_____
COMMISSIONER PRECINCT NO. 1
JEFFERSON COUNTY, TEXAS

_____
COMMISSIONER PRECINCT NO. 2
JEFFERSON COUNTY, TEXAS

_____
COMMISSIONER PRECINCT NO. 3
JEFFERSON COUNTY, TEXAS

_____
COMMISSIONER PRECINCT NO. 4
JEFFERSON COUNTY, TEXAS

_____
COUNTY JUDGE
JEFFERSON COUNTY, TEXAS

COUNTY ENGINEER CERTIFICATION

I, MICHELLE FALGOUT, COUNTY ENGINEER OF JEFFERSON COUNTY, DO HEREBY CERTIFY THAT THE PLAT OF THIS SUBDIVISION COMPLIES WITH ALL EXISTING RULES AND REGULATIONS OF THIS OFFICE AS ADOPTED BY COMMISSIONER'S COURT OF JEFFERSON COUNTY, TEXAS

_____
MICHELLE FALGOUT
COUNTY ENGINEER

SURVEYORS CERTIFICATION

I, ANTHONY M. LEGER, A TEXAS REGISTERED PROFESSIONAL LAND SURVEYOR CERTIFY THAT THIS PLAT HAS BEEN PREPARED IN ACCORDANCE WITH THE SUBDIVISION REGULATIONS OF JEFFERSON COUNTY.

STATE OF TEXAS
REGISTERED
ANTHONY M. LEGER
5481
PROFESSIONAL
LAND SURVEYOR

ANTHONY M. LEGER
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5481

Development Regulations Notes:
NO CONSTRUCTION OR OTHER DEVELOPMENT WITHIN THIS SUBDIVISION MAY BEGIN UNTIL ALL JEFFERSON COUNTY DEVELOPMENT REQUIREMENTS HAVE BEEN MET.

Municipal/ETJ note:
NO PORTION OF THIS SUBDIVISION LIES WITHIN THE BOUNDARIES OF ANY MUNICIPALITY'S CORPORATE CITY LIMITS, OR AREA OF EXTRA TERRITORIAL JURISDICTION.

School District plat note:
THIS SUBDIVISION IS WITHIN THE BOUNDARIES OF THE NEDERLAND INDEPENDENT SCHOOL DISTRICT.

FEMA flood plain note:
NO PORTION OF THIS SUBDIVISION LIES WITHIN THE BOUNDARIES OF THE 100 YEAR FLOOD PLAIN AS DELINEATED ON THE FEMA FLOOD INSURANCE RATE MAP FOR JEFFERSON COUNTY COMMUNITY PANEL #480385-0285-C, DATED 11/20/1991 . FLOOD ZONE "C".

FILED FOR RECORD _____, 20____ AT _____ O'CLOCK ___M.
_____, COUNTY CLERK, JEFFERSON COUNTY, TEXAS
BY_____ RECORDED_____, 20____ AT_____ O'CLOCK ___M.
_____ DEPUTY CLERK, JEFFERSON COUNTY, TEXAS
RECORDED IN FILE NO. _____ OFFICIAL PUBLIC RECORDS.

Utility notes:
ELECTRIC UTILITY SERVICE WILL BE PROVIDED BY: ENTERGY
TELEPHONE UTILITY SERVICE WILL BE PROVIDED BY: AT&T
GAS UTILITY SERVICE WILL BE PROVIDED BY: TEXAS GAS
POTABLE WATER UTILITY SERVICE WILL BE PROVIDED BY: AQUA TEXAS
WASTE WATER UTILITY SERVICE WILL BE PROVIDED BY: AQUA TEXAS
CABLE UTILITY SERVICE WILL BE PROVIDED BY: SPECTRUM

Sewage Disposal Note:
NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO A PUBLIC SEWER SYSTEM OR TO AN ON-SITE WASTEWATER SYSTEM, WHICH HAS BEEN APPROVED AND PERMITTED BY JEFFERSON COUNTY.

Individual Water Supply Note:
NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO AN INDIVIDUAL WATER SUPPLY, STATE APPROVED COMMUNITY WATER SYSTEM, OR ENGINEERED RAINWATER COLLECTION SYSTEM.

Pipeline Easement Note:
ALL EXISTING PIPELINE EASEMENTS WITHIN THE LIMITS OF THE SUBDIVISION HAVE BEEN SHOWN.

Drainage Easement Note:
ALL DRAINAGE EASEMENTS SHOWN HEREON SHALL BE KEPT CLEAR OF FENCES, BUILDINGS, PLANTINGS, AND OTHER OBSTRUCTIONS TO THE OPERATION AND MAINTENANCE OF THE DRAINAGE FACILITIES.

Benchmark(s):

BENCHMARK: SET CONC. MONUMENT ELEV.=14.37'

Required Clear Space for an OSSF (on Site Sewerage Facility)				
Type of Facility	Usage Rate – Gallons per day (without water saving devices)	Required Clear Area for OSSF (sqft)	Usage Rate – Gallons per day (without water saving devices)	Required Clear Area for OSSF (sqft)
Single Family less than 1500 sqft	225	6428	180	5143
Single Family less than 2500 sqft	300	8572	240	6857
Single Family less than 3500 sqft	375	10714	300	8571
Single Family less than 4500 sqft	450	12857	360	10286
Single Family less than 5500 sqft	525	12857	420	10288
Greater than 5500 sqfteach additional 1500 sqft or increment	75		60	

Line Table				
LINE #	BEARING	CALLED	DISTANCE	CALLED
L1	S42°16'34"W	S41°55'11"W	21.60	21.46'
L2	S85°41'28"W	S86°15'11"W	68.41	67.75'
L3	S86°27'01"W		73.09	
L4	S88°55'02"W		79.50	
L5	N06°47'52"W		15.21	
L6	N03°28'12"W		227.14	
L7	N30°57'40"W		185.20	
L8	N86°23'37"E		76.44	
L9	N03°40'24"W	N03°44'13"W	253.65	254.85'
L10	N86°34'19"E	N86°35'00"E	351.64	351.82'
L11	S07°45'46"E	S07°45'02"E	119.30	
L12	N86°03'53"E	N86°04'37"E	175.97	
L13	N08°22'43"W	N08°21'59"W	22.30	
L14	N69°19'02"E	N69°24'03"E	273.30	273.21'
L15	S56°14'37"E	S56°19'36"E	217.88	217.58'
L16	N30°42'25"W		67.31	
L17	N03°38'22"W		276.90	
L18	S86°23'12"W		354.87	
L19	N86°28'53"E		211.82	
L20	S86°24'25"W		512.23	
L21	N86°23'38"E		331.03	
L22	S03°38'56"E		59.71	
L24	N03°28'12"W		72.55	
L25	S59°01'07"W		212.16	
L26	S58°29'43"W		59.93	
L27	N30°56'46"W		291.12	
L28	N64°23'04"E		59.91	
L29	N64°29'55"E		125.26	
L30	S26°37'14"E		217.46	
L31	S88°41'57"E		11.45	
L32	S02°13'19"E		104.21	
L33	N84°56'52"E		96.63	
L34	S05°03'08"E		20.00	
L35	S84°56'52"W		97.09	

55.53 ACRES OF LAND AND WATER
OUT OF THE T. & N.O.R.R SURVEY
SECTION NO. 3, ABSTRACT 258
JEFFERSON COUNTY, TEXAS

BEING 55.53 acres of land and water, out of and a part of The T. & N.O.R.R. Survey, Section No. 3, Abstract 258, Jefferson County, Texas, being all of a (Called 42.47) acre tract of land described in a deed to Third Coast Equity, LLC, recorded in File No. 2015007896 and part of a (Called 12.9045) acre tract of land described in a deed to Brai Investments, LLC, recorded in File No. 2016026723, Official Public Records, Jefferson County, Texas, and part of a (Called 4.636) acre tract of land described in a deed to Triplex Properties, recorded in File No. 2018040518, Official Public Records, Jefferson County, Texas; said 55.53 acre tract being more fully described by metes and bounds as follows, to wit:

Note: Bearings, coordinates, distances and acreage are based on the Texas Coordinate System of 1983, South Central Zone, US Survey Feet, and are referenced to SmartNet, North America.

BEGINNING at a ½" steel rod, capped and marked "SOUTEX"; found for the most Easterly Southeast corner of the (Called 42.47) acre tract of the West line of Block 3, Country Side Estates, recorded in Volume 10, Page 11, Map Records, Jefferson County, Texas; said ½" steel rod being the most Easterly Southeast corner of the herein described tract, having a Texas Coordinate of N: 13926635.12, E: 3540909.59;

THENCE, South 36 deg., 28 min., 04 sec., West (Called South 36 deg., 28 min., 23 sec., West), on the North line of a (Called 0.381) acre tract of land described in a deed to Jefferson County Drainage District No. 7, recorded in Volume 1802, Page 54, Deed Records, Jefferson County, Texas, a distance of 212.90' (Called 212.73') to a ½" steel rod, capped and marked "SOUTEX", found in concrete for the most Southerly Southeast corner of the herein described tract;

THENCE, South 86 deg., 16 min., 17 sec., West (Called South 86 deg., 15 min., 11 sec., West), continuing on the North line of the (Called 0.381) acre tract, a distance of 695.07' to a ½" steel rod, capped and marked "SOUTEX", set for corner;

THENCE, South 42 deg., 16 min., 34 sec., West (Called South 41 deg., 55 min., 11 sec., West), continuing on the North line of the (Called 0.381) acre tract, a distance of 21.60' (Called 21.46') to a ½" steel rod, capped and marked "SOUTEX", found for corner;

THENCE, South 85 deg., 41 min., 28 sec., West (Called South 86 deg., 15 min., 11 sec., West), a distance of 68.41' (Called 67.75') to a ½"steel rod found for the Southwest corner of the (Called 42.47) acre tract, same being the Southeast corner of a (Called 10.4934) acre tract described in said Brai Investments, LLC Tract; said ½" steel rod being on the North line of a tract of land described in a deed to Jefferson County, recorded in File No. 2016018057, Official Public Records, Jefferson County, Texas;

THENCE, South 86 deg., 27 min., 01 sec., West, on the common line of said Jefferson County Tract and the (Called 10.4934) acre tract, a distance of 73.09' to a ½" steel, capped and marked "SOUTEX", set for the Southeast corner of a 15.25 acre tract of land surveyed this date; said ½" steel rod being the most Southerly Southwest corner of the herein described tract;

THENCE, the following bearings and distances to ½" steel rods, capped and marked "SOUTEX", set on the East line of the 15.25 acre tract:

North 03 deg., 44 min., 11 sec., West 733.33'

South 88 deg., 55 min., 02 sec., West 79.50'

North 06 deg., 47 min., 52 sec., West 15.21'

South 87 deg., 13 min., 03 sec., West 91.05'

North 27 deg., 29 min., 25 sec., West 204.02'

North 03 deg., 17 min., 53 sec., West 75.37'

North 47 deg., 52 min., 35 sec., West 314.22'

THENCE, North 03 deg., 28 min., 12 sec., West, on the West line of the (Called 12.9045) acre tract, same being the East line of a (Called 14.59) acre tract of land described in a deed to KEA Rentals Properties, LLC, recorded in File No. 2019042039, Official Public Records, Jefferson County, Texas, a distance of 227.14' to a ½" steel rod found for the Northeast corner of the (Called 14.59) acre tract, on the South line of the (Called 4.636) acre tract, said ½"steel rod being an interior corner of the herein described tract;

THENCE, South 86 deg., 24 min., 43 sec., West, on the common line of the (Called 14.59 & 4.636) acre tracts, a distance of 689.83' to a ½" steel rod found for the Southwest corner of the (Called 4.636) acre tract;

THENCE, North 30 deg., 57 min., 40 sec., West, on the West line of the (Called 4.636) acre tract, a distance of 185.20' to a ½"steel rod found for the Southwest corner of a tract of land described in File No. 2021009725, Official Public Records, Jefferson County, Texas;

THENCE, North 86 deg., 23 min., 37 sec., East, a distance of 76.44' to a 5/8" steel rod found for the Southwest corner of Homestead Tract 29, of Beauxart Garden Subdivision, recorded in Volume 6, Page 62, Map Records, Jefferson County, Texas

THENCE, North 86 deg., 22 min., 57 sec., East, on the South line of said Beauxart Garden Subdivision, same being the North line of the (Called 4.636) acre tract, a distance of 778.90' to a 5/8" steel rod found disturbed in concrete for a common corner of Lots 27 & 28, of said Beauxart Gardens; said 5/8" steel rod being an interior corner of the herein described tract;

THENCE, North 03 deg., 40 min., 24 sec., West (Called North 03 deg., 44 min., 13 sec., West), on the common line of said Lots 27 & 28, a distance of 253.65' (Called 254.85') to a 5/8" steel rod found in concrete disturbed for the Southwest corner of a tract of land described in a deed to Alvin & Dana Bell, recorded in File No. 2000048002, Official Public Records, Jefferson County, Texas

THENCE, North 86 deg., 34 min., 19 sec., East (Called North 86 deg., 35 min., 00 sec., East), a distance 351.64' (Called 351.82') to a ½" steel rod, capped and marked "SOUTEX", set for the Southeast corner of a tract of land described in a deed to Arnold Lee Peresteridge, recorded in File No. 2002032203, Official Public Records, Jefferson County, Texas; said ½" steel rod being on the West line of a tract of land described in a deed to Bobby Joe & Monty L. Brack, recorded in File No. 1999017218, Official Public Records, Jefferson County, Texas

THENCE, South 07 deg., 45 min., 46 sec., East (Called South 07 deg., 45 min., 02 sec., East), on the West line of said Brack Tract, a distance of 119.30' to a ½" steel rod, capped and marked "SOUTEX", set for the Southwest corner of said Brack Tract and being an interior corner of the herein described tract;

THENCE, North 86 deg., 03 min., 53 sec., East (Called North 86 deg., 04 min., 37 sec., East), on the South line of said Brack Tract, a distance of 175.97' to a ½" steel rod, capped and marked "SOUTEX", set for corner;

THENCE, North 08 deg., 22 min., 43 sec., West (Called North 08 deg., 21 min., 59 sec., West), continuing on the South line of said Brack Tract, a distance of 22.30' to a ½" steel rod, capped and marked "SOUTEX", set for corner;

THENCE, North 70 deg., 40 min., 48 sec., East (Called North 70 deg., 41 min., 32 sec., East), a distance of 476.60' to a ½" steel rod, capped and marked "FAUST", found for the Southeast corner of a tract of land described in a deed to Kevin Hail and Laura Hail, recorded in File No. 2020233471, Official Public Records, Jefferson County, Texas; said ½" steel rod being the Southwest corner of a tract of land described in a deed to Michael L. Davis & Debra A. Davis, recorded in File No. 2006021976, Official Public Records, Jefferson County, Texas;

THENCE, North 69 deg., 19 min., 02 sec., East (Called North 69 deg., 24 min., 03 sec., East), on the South line of said Davis Tract, a distance of 273.30' (Called 273.21') to a ½" steel rod found for the Southeast corner of said Davis Tract, on the Southwest line of a tract of land described in a deed to Brian & Sherry W. Washburn, recorded in File No. 2005023129, Official Public Records, Jefferson County, Texas; said ½" steel rod being the most Northerly Northeast corner of the herein described tract;

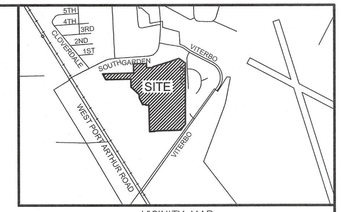
THENCE, South 56 deg., 14 min., 37 sec., East (Called South 56 deg., 19 min., 36 sec., East), on the Southwest line of said Washburn Tract, a distance of 217.88' (Called 217.58') to a ½" steel rod found with a yellow cap for the most Southerly corner of said Washburn Tract, on the West line of said Country Side Estates; said ½" steel rod being the most Easterly Northeast corner of the herein described tract;

THENCE, South 02 deg., 05 min., 27 sec., East (Called South 02 deg., 03 min., 09 sec., East), on the West line of said Country Side Estates, a distance of 1686.54' (Called 1686.67') to the POINT OF BEGINNING and containing 55.53 acres of land, more or less.

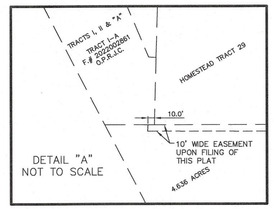
This description is based on the Land Survey made under the direct supervision of Anthony M. Leger, Registered Professional Land Surveyor No. 5481 on February 8, 2022.

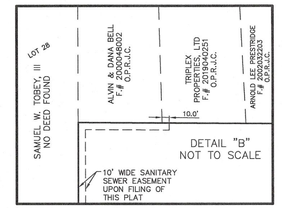
Third Coast Equity, LLC / Theron Tate
22-0005-RV

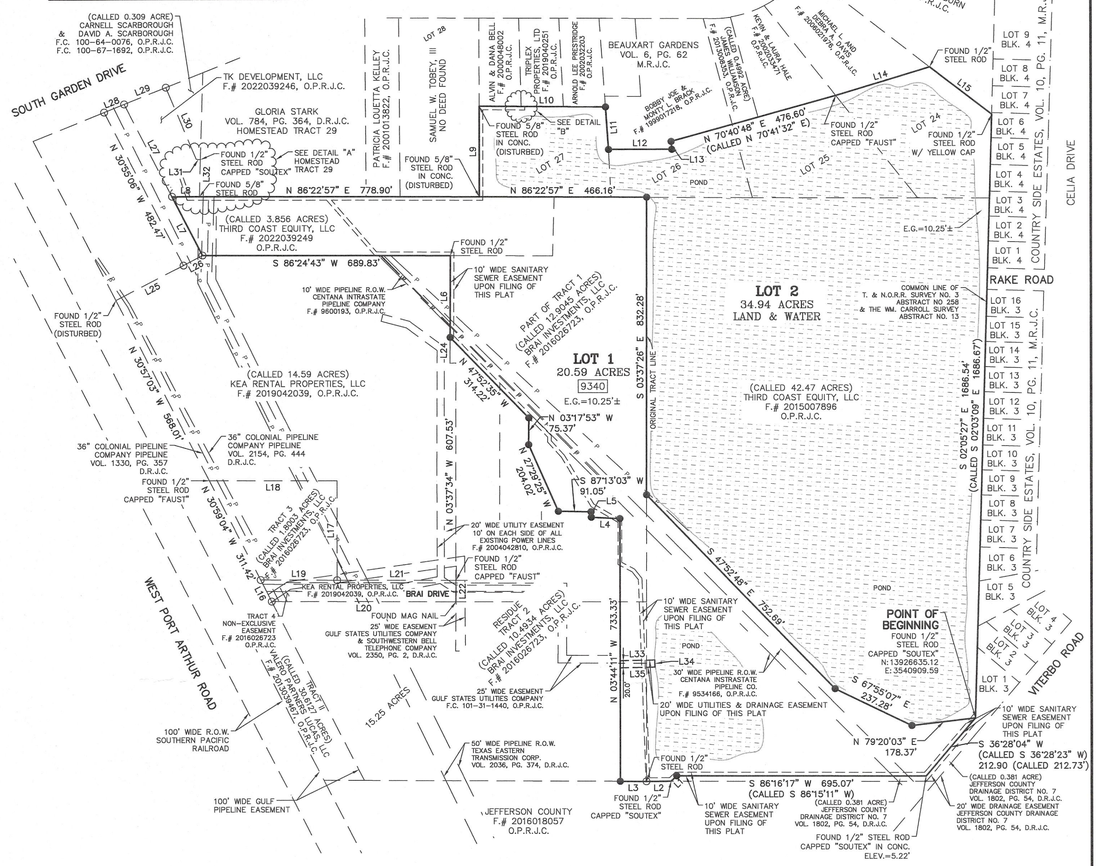
PLAT OF
TRIPLEX LAKES
55.53 ACRES OF LAND & WATER OUT OF AND PART OF THE T. & N.O. R.R. SURVEY SECTION NO. 3, ABSTRACT NO. 258 JEFFERSON COUNTY, TEXAS



VICINITY MAP
NO SCALE







1. BEARINGS, COORDINATES, DISTANCES AND ACREAGE ARE BASED ON TEXAS COORDINATE SYSTEM OF 1983, SOUTH-CENTRAL ZONE, U.S. SURVEY FEET, REFERENCED TO SMARTNET, NA. ELEVATIONS SHOWN REFERENCED TO GEOID 18.
2. IN ACCORDANCE WITH THE FLOOD INSURANCE RATE MAP OF THE FEDERAL EMERGENCY MANAGEMENT AGENCY, MAP REFERENCE SHOWN, THE SUBJECT TRACT LIES IN THE FLOOD ZONE "C". LOCATION ON MAP WAS DETERMINED BY SCALE. ACTUAL FIELD ELEVATION NOT DETERMINED, UNLESS REQUESTED. SOUTEX SURVEYORS, INC.,DOES NOT WARRANT NOR SUBSCRIBE TO THE ACCURACY OR SCALE OF SAID MAP DATED 11/20/1991, PANEL NO. 480385-0285-C.
3. TEXAS 811-CALL SHOULD BE DONE PRIOR TO ANY DIGGING OR CONSTRUCTION IN CASE OF UNDERGROUND PIPELINES OR UTILITIES.

D.R.J.C. = DEED RECORDS, JEFFERSON COUNTY
M.R.J.C. = MAP RECORDS, JEFFERSON COUNTY
XXXX = SITE ADDRESS
E.G. = EXISTING GRADE
O.P.R.J.C. = OFFICIAL PUBLIC RECORDS, JEFFERSON COUNTY
○ = FOUND 1/2" STEEL ROD
● = SET 1/2" STEEL ROD CAPPED "SOUTEX"

JOB NO. 22-0005-RV	DRAWN BY: JO	SHEET 1 OF 1

SOUTEX SURVEYORS
T.B.P.E. FIRM #5755 * T.X.L.S. FIRM #101238

3737 Doctors Drive
Port Arthur, Texas 77642
Tel. 409.983.2004
Fax. 409.983.2005
soutexsurveyors.com

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\\Soutex\SoutexServer\Data\1 SoutexProjects\2022\22-0005 Brai Investments-Tate\DWG\22-0005-Replat2.dwg Dec 06, 2022-9:35am Joselin

DEPARTMENT OF THE ARMY

DACW 64-9-23-5984

PID: 89126 (Internal ID: 2091_89126)

RIGHT OF ENTRY FOR SURVEY AND EXPLORATION

Sabine to Galveston Project, Jefferson County, TX

TR 5A REPLAT S PT LTS 4-10 & ABD RD BLK 152 CITY OF PORT ARTHUR 1.523AC

(Legal Description)

The undersigned, hereinafter called the "Owner," hereby grants to the UNITED STATES OF AMERICA, hereinafter called the "Government," a right-of-entry upon the following terms and conditions:

1. The Owner hereby grants to the Government an irrevocable right to enter upon the lands hereinafter described at any time within a period of twelve (12) months from the date of this instrument, in order to survey, make test borings, and carry out such other exploratory work as may be necessary to complete the investigation being made of said lands by the Government.

2. This right-of-entry includes the right of ingress and egress on other lands of the Owner not described below, provided such ingress and egress is necessary and not otherwise conveniently available to the Government.

3. All tools, equipment, and other property taken upon or placed upon the land by the Government shall remain the property of the Government and may be removed by the Government at any time within a reasonable period after the expiration of this right-of-entry.

4. If any action of the Government's employees or agents in the exercise of this right-of-way results in damage to the real property, the Government will, at its option, either repair such damage or make an appropriate settlement with the owner. In no event shall such repair or settlement exceed the fair market value of the fee interest of the real property at the time immediately preceding such damage. The Government's liability under this clause may not exceed appropriations available for such payment and nothing contained in this agreement may be considered as implying that Congress will at a later date appropriate funds sufficient to meet deficiencies. The provisions of this clause are without prejudice to any rights the Owner may have to make a claim under applicable laws for any other damages than provided herein.

5. The land affected by this right-of-entry is located in the State of Texas County of Jefferson, and is shown in Exhibit "A".

6. All persons entering the land on behalf of the Government shall comply with the terms of Exhibit "B" attached hereto and incorporated herein for all purposes.

[signatures contained on next page]

DACW 64-9-23-5984
PID: 89126 (Internal ID: 2091_89126)

WITNESSES MY HAND AND SEAL this _____day of _____, 202_.

UNITED STATES OF AMERICA

Jefferson County, Tx
Owner Name:

BY _____
Owners Authorized Representative
Jeff Branick
Jefferson County Judge

ATTEST _____
DATE DECEMBER 13, 2022

COMMISSIONERS COURT
JEFFERSON COUNTY, TEXAS

BY _____
Timothy J. Nelson
Contracting Officer, Real Estate Division
Galveston District
U.S. Army Corps of Engineers

Exhibit A

PID: 89126
Owner: JEFFERSON COUNTY
Legal Desc: TR 5A REPLAT S PT LTS 4-10 & ABD RD BLK 152 CITY OF PORT ARTHUR 1.523AC

Parcel

N

0 0.010.02 0.04 0.06 0.08 Miles

US Army Corps of Engineers
Galveston District

The data is only a representation of features on the earth compiled by computer program from raw data obtained from different sources and is not necessarily, in whole or in part, based upon any physical recording, study or survey, professional or otherwise, of the covered property. This information is not intended as a substitute for a field survey by a licensed professional or any other use or application that requires legal or engineering accuracy.

DACW64-9-23-5984
PID: 89126 (Internal ID: 2091_89126)

EXHIBIT "B"

Contact Information for Owner

Name: Kenneth Shepherd

Best Contact Phone Number: 409-983-8300

Alternate Phone Number (if applicable):

E-mail Address: Shenita.Keyes@Jeffcotx.us

Preferred Mailing Address (if different than property address):

525 Lakeshore Drive

City: Port Arthur State: Texas Zip: 77640

Additional rules for all persons entering the Land or Adjacent Land on behalf of Government:

Contact Kenneth Shepherd at least 48 hours in advance of work, for coordination purposes and to discuss site access.

DEPARTMENT OF THE ARMY

DACW 64-9-23-6037
PID: 137834 (Internal ID: 3700_137834)
RIGHT OF ENTRY FOR SURVEY AND EXPLORATION

Sabine to Galveston Project, Jefferson County, TX — ABST 156 BURRELL JONES TR 9 10.6593AC

(Legal Description)

The undersigned, hereinafter called the "Owner," hereby grants to the UNITED STATES OF AMERICA, hereinafter called the "Government," a right-of-entry upon the following terms and conditions:

1. The Owner hereby grants to the Government an irrevocable right to enter upon the lands hereinafter described at any time within a period of twelve (12) months from the date of this instrument, in order to survey, make test borings, and carry out such other exploratory work as may be necessary to complete the investigation being made of said lands by the Government.

2. This right-of-entry includes the right of ingress and egress on other lands of the Owner not described below, provided such ingress and egress is necessary and not otherwise conveniently available to the Government.

3. All tools, equipment, and other property taken upon or placed upon the land by the Government shall remain the property of the Government and may be removed by the Government at any time within a reasonable period after the expiration of this right-of-entry.

4. If any action of the Government's employees or agents in the exercise of this right-of-way results in damage to the real property, the Government will, at its option, either repair such damage or make an appropriate settlement with the owner. In no event shall such repair or settlement exceed the fair market value of the fee interest of the real property at the time immediately preceding such damage. The Government's liability under this clause may not exceed appropriations available for such payment and nothing contained in this agreement may be considered as implying that Congress will at a later date appropriate funds sufficient to meet deficiencies. The provisions of this clause are without prejudice to any rights the Owner may have to make a claim under applicable laws for any other damages than provided herein.

5. The land affected by this right-of-entry is located in the State of Texas County of Jefferson, and is shown in Exhibit "A".

6. All persons entering the land on behalf of the Government shall comply with the terms of Exhibit "B" attached hereto and incorporated herein for all purposes.

[signatures contained on next page]

DACW 64-9-23-6037
PID: 137834 (Internal ID: 3700_137834)

WITNESSES MY HAND AND SEAL this _____day of _____, 202_.

UNITED STATES OF AMERICA

Jefferson County, Tx
Owner Name:

BY _____
Owners Authorized Representative
Jeff Branick
Jefferson County Judge

BY _____
Timothy J. Nelson
Contracting Officer, Real Estate Division
Galveston District
U.S. Army Corps of Engineers

ATTEST _____
DATE DECEMBER 13, 2022

COMMISSIONERS COURT
JEFFERSON COUNTY, TEXAS

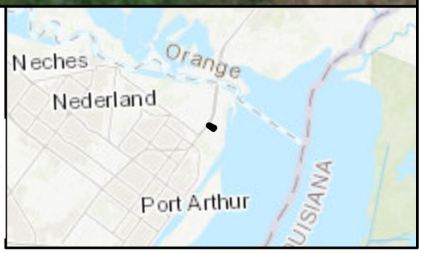
Parcel

N

0 0.010.02 0.04 0.06 0.08 Miles

US Army Corps of Engineers ®
Galveston District

The data is only a representation of features on the earth compiled by computer program from raw data obtained from different sources and is not necessarily, in whole or in part, based upon any physical recording, study or survey, professional or otherwise, of the covered property. This information is not intended as a substitute for a field survey by a licensed professional or any other use or application that requires legal or engineering accuracy.



DACW64-9-23-6037
PID: 137834 (Internal ID: 3700_137834)

EXHIBIT "B"

Contact Information for Owner

Name:

Best Contact Phone Number: Cell- 409-626-1557

Alternate Phone Number (if applicable): Precinct 2 Office -409- 719-5950

E-mail Address: Bobby.Kelly@Jeffcotx.Us

Preferred Mailing Address (if different than property address):

7759 Viterbo Road Suite #1

City: Beaumont State: Texas Zip: 77640

Additional rules for all persons entering the Land or Adjacent Land on behalf of Government:

Contact Bobby Kelly at least 48 hours in advance of work, for coordination purposes and to discuss site access.

DEPARTMENT OF THE ARMY

DACW 64-9-23-6055
PID: 249235 (Internal ID: 3702_249235)
RIGHT OF ENTRY FOR SURVEY AND EXPLORATION

Sabine to Galveston Project, Jefferson County, TX

WM CARROLL ABST 13 TR 43 45.819 AC NED - AIRPORT
(Legal Description)

The undersigned, hereinafter called the "Owner," hereby grants to the UNITED STATES OF AMERICA, hereinafter called the "Government," a right-of-entry upon the following terms and conditions:

1. The Owner hereby grants to the Government an irrevocable right to enter upon the lands hereinafter described at any time within a period of twelve (12) months from the date of this instrument, in order to survey, make test borings, and carry out such other exploratory work as may be necessary to complete the investigation being made of said lands by the Government.

2. This right-of-entry includes the right of ingress and egress on other lands of the Owner not described below, provided such ingress and egress is necessary and not otherwise conveniently available to the Government.

3. All tools, equipment, and other property taken upon or placed upon the land by the Government shall remain the property of the Government and may be removed by the Government at any time within a reasonable period after the expiration of this right-of-entry.

4. If any action of the Government's employees or agents in the exercise of this right-of-way results in damage to the real property, the Government will, at its option, either repair such damage or make an appropriate settlement with the owner. In no event shall such repair or settlement exceed the fair market value of the fee interest of the real property at the time immediately preceding such damage. The Government's liability under this clause may not exceed appropriations available for such payment and nothing contained in this agreement may be considered as implying that Congress will at a later date appropriate funds sufficient to meet deficiencies. The provisions of this clause are without prejudice to any rights the Owner may have to make a claim under applicable laws for any other damages than provided herein.

5. The land affected by this right-of-entry is located in the State of Texas County of Jefferson, and is shown in Exhibit "A".

6. All persons entering the land on behalf of the Government shall comply with the terms of Exhibit "B" attached hereto and incorporated herein for all purposes.

[signatures contained on next page]

DACW 64-9-23-6055
PID: 249235 (Internal ID: 3702_249235)

WITNESSES MY HAND AND SEAL this _____day of _____, 202_.

UNITED STATES OF AMERICA

Jefferson County, Tx
Owner Name:

BY _____
Owners Authorized Representative
Jeff Branick
Jefferson County Judge

BY _____
Timothy J. Nelson
Contracting Officer, Real Estate Division
Galveston District
U.S. Army Corps of Engineers

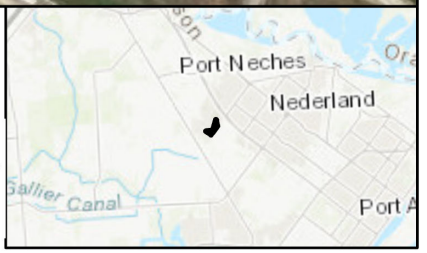
ATTEST _____
DATE: DECEMBER 13, 2022

COMMISSIONERS COURT
JEFFERSON COUNTY, TEXAS

Parcel

US Army Corps of Engineers
Galveston District

The data is only a representation of features on the earth compiled by computer program from raw data obtained from different sources and is not necessarily, in whole or in part, based upon any physical recording, study or survey, professional or otherwise, of the covered property. This information is not intended as a substitute for a field survey by a licensed professional or any other use or application that requires legal or engineering accuracy.



N

Miles

0 0.040.08 0.16 0.24 0.32

DACW64-9-23-6055
PID: 249235 (Internal ID: 3702_249235)

EXHIBIT "B"

Contact Information for Owner

Name: Jack Brooks Regional Airport - Jefferson County

Best Contact Phone Number: Duke Youmans - 409-284-1241

Alternate Phone Number (if applicable): Alex Rupp - 409-880-6767

E-mail Address: Alex.Rupp@JeffCoTx.Us , Duke.Youmans@JeffCoTx.Us

Preferred Mailing Address (if different than property address):

City: State: Zip:

Additional rules for all persons entering the Land or Adjacent Land on behalf of Government:

All persons must contact the airport prior to arrival. Much of the proposed areas to survey and inspect are within a controlled area of the airport and are subject to all applicable FAA, TSA, and other federal jurisdictional rules and regulations. Survey personnel, depending upon the location/areas desired to inspect, will have to be escorted by Airport personnel. Although the Airport will be as accommodating as possible, there are no guarantees outside personnel will be granted access without prior notice and coordination.

DEPARTMENT OF THE ARMY

DACW 64-9-23-6056
PID: 249236 (Internal ID: 3703_249236)

RIGHT OF ENTRY FOR SURVEY AND EXPLORATION

Sabine to Galveston Project, Jefferson County, TX

WM CARROLL ABST 13 PT TR 44 15.610 AC NED - AIRPORT
(Legal Description)

The undersigned, hereinafter called the "Owner," hereby grants to the UNITED STATES OF AMERICA, hereinafter called the "Government," a right-of-entry upon the following terms and conditions:

1. The Owner hereby grants to the Government an irrevocable right to enter upon the lands hereinafter described at any time within a period of twelve (12) months from the date of this instrument, in order to survey, make test borings, and carry out such other exploratory work as may be necessary to complete the investigation being made of said lands by the Government.

2. This right-of-entry includes the right of ingress and egress on other lands of the Owner not described below, provided such ingress and egress is necessary and not otherwise conveniently available to the Government.

3. All tools, equipment, and other property taken upon or placed upon the land by the Government shall remain the property of the Government and may be removed by the Government at any time within a reasonable period after the expiration of this right-of-entry.

4. If any action of the Government's employees or agents in the exercise of this right-of-way results in damage to the real property, the Government will, at its option, either repair such damage or make an appropriate settlement with the owner. In no event shall such repair or settlement exceed the fair market value of the fee interest of the real property at the time immediately preceding such damage. The Government's liability under this clause may not exceed appropriations available for such payment and nothing contained in this agreement may be considered as implying that Congress will at a later date appropriate funds sufficient to meet deficiencies. The provisions of this clause are without prejudice to any rights the Owner may have to make a claim under applicable laws for any other damages than provided herein.

5. The land affected by this right-of-entry is located in the State of Texas County of Jefferson, and is shown in Exhibit "A".

6. All persons entering the land on behalf of the Government shall comply with the terms of Exhibit "B" attached hereto and incorporated herein for all purposes.

[signatures contained on next page]

DACW 64-9-23-6056
PID: 249236 (Internal ID: 3703_249236)

WITNESSES MY HAND AND SEAL this _____day of _____, 202_.

UNITED STATES OF AMERICA

Jefferson County, Tx
Owner Name:

BY _____
Owners Authorized Representative
Jeff Branick
Jefferson County Judge

BY _____
Timothy J. Nelson
Contracting Officer, Real Estate Division
Galveston District
U.S. Army Corps of Engineers

ATTEST _____
DATE December 13, 2022

COMMISSIONERS COURT
JEFFERSON COUNTY, TEXAS

Parcel

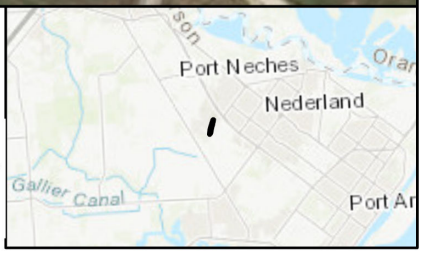
N

Miles

0 0.040.08 0.16 0.24 0.32

US Army Corps of Engineers
Galveston District

The data is only a representation of features on the earth compiled by computer program from raw data obtained from different sources and is not necessarily, in whole or in part, based upon any physical recording, study or survey, professional or otherwise, of the covered property. This information is not intended as a substitute for a field survey by a licensed professional or any other use or application that requires legal or engineering accuracy.



DACW64-9-23-6056
PID: 249236 (Internal ID: 3703_249236)

EXHIBIT "B"

Contact Information for Owner

Name: Jack Brooks Regional Airport - Jefferson County

Best Contact Phone Number: Duke Youmans -409-284-1241

Alternate Phone Number (if applicable): Alex Rupp -409-880-6767

E-mail Address: Alex.Rupp@JeffCoTx.Us , Duke.Youmans@JeffCoTx.Us

Preferred Mailing Address (if different than property address):

City: State: Zip:

Additional rules for all persons entering the Land or Adjacent Land on behalf of Government:

All persons must contact the airport prior to arrival. Much of the proposed areas to survey and inspect are within a controlled area of the airport and are subject to all applicable FAA, TSA, and other federal jurisdictional rules and regulations. Survey personnel, depending upon the location / areas desired to inspect, will have to be escorted by Airport personnel. Although the Airport will be as accommodating as possible, there are no gurantees outside personnel will be granted access without prior notice and coordination.

DEPARTMENT OF THE ARMY

DACW 64-9-23-6057
PID: 249237 (Internal ID: 3704_249237)

RIGHT OF ENTRY FOR SURVEY AND EXPLORATION

Sabine to Galveston Project, Jefferson County, TX

WM CARROLL ABST 13 PT TR 44 15.308 AC NED - AIRPORT
(Legal Description)

The undersigned, hereinafter called the "Owner," hereby grants to the UNITED STATES OF AMERICA, hereinafter called the "Government," a right-of-entry upon the following terms and conditions:

1. The Owner hereby grants to the Government an irrevocable right to enter upon the lands hereinafter described at any time within a period of twelve (12) months from the date of this instrument, in order to survey, make test borings, and carry out such other exploratory work as may be necessary to complete the investigation being made of said lands by the Government.

2. This right-of-entry includes the right of ingress and egress on other lands of the Owner not described below, provided such ingress and egress is necessary and not otherwise conveniently available to the Government.

3. All tools, equipment, and other property taken upon or placed upon the land by the Government shall remain the property of the Government and may be removed by the Government at any time within a reasonable period after the expiration of this right-of-entry.

4. If any action of the Government's employees or agents in the exercise of this right-of-way results in damage to the real property, the Government will, at its option, either repair such damage or make an appropriate settlement with the owner. In no event shall such repair or settlement exceed the fair market value of the fee interest of the real property at the time immediately preceding such damage. The Government's liability under this clause may not exceed appropriations available for such payment and nothing contained in this agreement may be considered as implying that Congress will at a later date appropriate funds sufficient to meet deficiencies. The provisions of this clause are without prejudice to any rights the Owner may have to make a claim under applicable laws for any other damages than provided herein.

5. The land affected by this right-of-entry is located in the State of Texas County of Jefferson, and is shown in Exhibit "A".

6. All persons entering the land on behalf of the Government shall comply with the terms of Exhibit "B" attached hereto and incorporated herein for all purposes.

[signatures contained on next page]

DACW 64-9-23-6057
PID: 249237 (Internal ID: 3704_249237)

WITNESSES MY HAND AND SEAL this _____day of _____, 202_.

UNITED STATES OF AMERICA

Jefferson County, Tx
Owner Name:

BY _____
Owners Authorized Representative
Jeff Branick
Jefferson County Judge

BY _____
Timothy J. Nelson
Contracting Officer, Real Estate Division
Galveston District
U.S. Army Corps of Engineers

ATTEST _____
DATE December 13, 2022

COMMISSIONERS COURT
JEFFERSON COUNTY, TEXAS

Parcel

US Army Corps of Engineers
Galveston District

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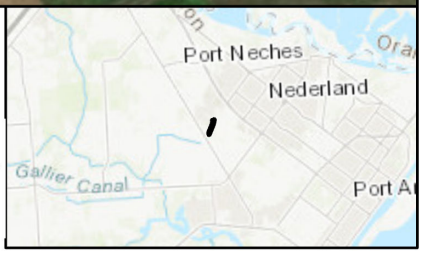

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Miles
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DACW64-9-23-6057
PID: 249237 (Internal ID: 3704_249237)

EXHIBIT "B"

Contact Information for Owner

Name: Jack Brooks Regional Airport - Jefferson County

Best Contact Phone Number: Duke Youmans -409-28444-1241

Alternate Phone Number (if applicable): Alex Rupp - 409-880-6767

E-mail Address: Alex.Rupp@JeffCoTx.Us , Duke.Youmans@JeffCoTx.Us

Preferred Mailing Address (if different than property address):

City: State: Zip:

Additional rules for all persons entering the Land or Adjacent Land on behalf of Government:

All persons must contact the airport prior to arrival. Much of the proposed areas to survey and inspect are within a controlled area of the airport and are subject to all applicable FAA, TSA, and other federal jurisdictional rules and regulations. Survey personnel, depending upon the location/areas desired to inspect, will have to be escorted by Airport personnel. Although the Airport will be as accommodating as possible, there are no guarantees outside personnel will be granted access without prior notice coordination.

DEPARTMENT OF THE ARMY

DACW 64-9-23-6054
PID: 249225 (Internal ID: 3753_249225)
RIGHT OF ENTRY FOR SURVEY AND EXPLORATION

Sabine to Galveston Project, Jefferson County, TX

WM CARROLL ABST 13 PT TR 42 71.5092AC NED - AIRPORT
(Legal Description)

The undersigned, hereinafter called the "Owner," hereby grants to the UNITED STATES OF AMERICA, hereinafter called the "Government," a right-of-entry upon the following terms and conditions:

1. The Owner hereby grants to the Government an irrevocable right to enter upon the lands hereinafter described at any time within a period of twelve (12) months from the date of this instrument, in order to survey, make test borings, and carry out such other exploratory work as may be necessary to complete the investigation being made of said lands by the Government.

2. This right-of-entry includes the right of ingress and egress on other lands of the Owner not described below, provided such ingress and egress is necessary and not otherwise conveniently available to the Government.

3. All tools, equipment, and other property taken upon or placed upon the land by the Government shall remain the property of the Government and may be removed by the Government at any time within a reasonable period after the expiration of this right-of-entry.

4. If any action of the Government's employees or agents in the exercise of this right-of-way results in damage to the real property, the Government will, at its option, either repair such damage or make an appropriate settlement with the owner. In no event shall such repair or settlement exceed the fair market value of the fee interest of the real property at the time immediately preceding such damage. The Government's liability under this clause may not exceed appropriations available for such payment and nothing contained in this agreement may be considered as implying that Congress will at a later date appropriate funds sufficient to meet deficiencies. The provisions of this clause are without prejudice to any rights the Owner may have to make a claim under applicable laws for any other damages than provided herein.

5. The land affected by this right-of-entry is located in the State of Texas County of Jefferson, and is shown in Exhibit "A".

6. All persons entering the land on behalf of the Government shall comply with the terms of Exhibit "B" attached hereto and incorporated herein for all purposes.

[signatures contained on next page]

DACW 64-9-23-6054
PID: 249225 (Internal ID: 3753_249225)

WITNESSES MY HAND AND SEAL this _____day of _____, 202_.

UNITED STATES OF AMERICA

Jefferson County, Tx
Owner Name:

BY _____
Owners Authorized Representative
Jeff Branick
Jefferson County Judge

BY _____
Timothy J. Nelson
Contracting Officer, Real Estate Division
Galveston District
U.S. Army Corps of Engineers

ATTEST _____
DATE DECEMBER 13, 2022

COMMISSIONERS COURT
JEFFERSON COUNTY, TEXAS

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DACW64-9-23-6054
PID: 249225 (Internal ID: 3753_249225)

EXHIBIT "B"

Contact Information for Owner

Name: Jack Brooks Regional Airport - Jefferson County

Best Contact Phone Number: Duke Youmans -409-284-1241

Alternate Phone Number (if applicable): Alex Rupp -409-880-6767

E-mail Address: Alex.Rupp@JeffCoTx.Us , Duke.Youmans@JeffCoTx.Us

Preferred Mailing Address (if different than property address):

City: State: Zip:

Additional rules for all persons entering the Land or Adjacent Land on behalf of Government:

All persons must contact the airport prior to arrival. Much of the proposed areas to survey and inspect are within a controlled area of the airport and are subject to all applicable FAA, TSA, and other federal jurisdictional rules and regulations. Survey personnel, depending upon the locations/areas desired to inspect, will have to be escorted by Airport personnel. Although the Airport will be as accommodating as possible, there are no guarantees outside personnel will be granted access without prior notice and coordination.

DEPARTMENT OF THE ARMY

DACW 64-9-23-6005

PID: 127181 (Internal ID: 3772_127181)

RIGHT OF ENTRY FOR SURVEY AND EXPLORATION

Sabine to Galveston Project, Jefferson County, TX

WM CARROLL ABST 13 PT TR 4 460.0448AC NED - AIRPORT

(Legal Description)

The undersigned, hereinafter called the "Owner," hereby grants to the UNITED STATES OF AMERICA, hereinafter called the "Government," a right-of-entry upon the following terms and conditions:

1. The Owner hereby grants to the Government an irrevocable right to enter upon the lands hereinafter described at any time within a period of twelve (12) months from the date of this instrument, in order to survey, make test borings, and carry out such other exploratory work as may be necessary to complete the investigation being made of said lands by the Government.

2. This right-of-entry includes the right of ingress and egress on other lands of the Owner not described below, provided such ingress and egress is necessary and not otherwise conveniently available to the Government.

3. All tools, equipment, and other property taken upon or placed upon the land by the Government shall remain the property of the Government and may be removed by the Government at any time within a reasonable period after the expiration of this right-of-entry.

4. If any action of the Government's employees or agents in the exercise of this right-of-way results in damage to the real property, the Government will, at its option, either repair such damage or make an appropriate settlement with the owner. In no event shall such repair or settlement exceed the fair market value of the fee interest of the real property at the time immediately preceding such damage. The Government's liability under this clause may not exceed appropriations available for such payment and nothing contained in this agreement may be considered as implying that Congress will at a later date appropriate funds sufficient to meet deficiencies. The provisions of this clause are without prejudice to any rights the Owner may have to make a claim under applicable laws for any other damages than provided herein.

5. The land affected by this right-of-entry is located in the State of Texas County of Jefferson, and is shown in Exhibit "A".

6. All persons entering the land on behalf of the Government shall comply with the terms of Exhibit "B" attached hereto and incorporated herein for all purposes.

[signatures contained on next page]

DACW 64-9-23-6005
PID: 127181 (Internal ID: 3772_127181)

WITNESSES MY HAND AND SEAL this _____day of _____, 202_.

UNITED STATES OF AMERICA

Jefferson County, Tx
Owner Name:

BY _____
Owners Authorized Representative
Jeff Branick
Jefferson County Judge

ATTEST _____

DATE December 13, 2022

BY _____
Timothy J. Nelson
Contracting Officer, Real Estate Division
Galveston District
U.S. Army Corps of Engineers

COMMISSIONERS COURT
JEFFERSON COUNTY, TEXAS

Parcel

US Army Corps of Engineers
Galveston District

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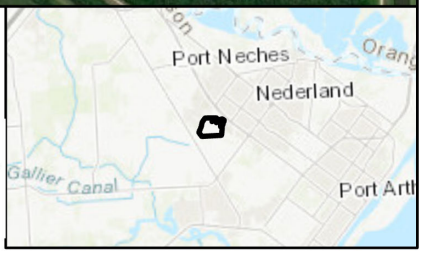

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0 0.050.1 0.2 0.3 0.4 Miles

DACW64-9-23-6005
PID: 127181 (Internal ID: 3772_127181)

EXHIBIT "B"

Contact Information for Owner

Name: Jack Brooks Regional Airport - Jefferson County

Best Contact Phone Number: Duke Youmans - 409-284-1241

Alternate Phone Number (if applicable): Alex Rupp -409-880-6767

E-mail Address: Alex.Rupp@JeffCoTx.Us , Duke.Youmans@JeffCoTx.Us

Preferred Mailing Address (if different than property address):

City: State: Zip:

Additional rules for all persons entering the Land or Adjacent Land on behalf of Government:

All persons must contact the airport prior to arrival. Much of the proposed areas to survey and inspect are within a controlled area of the airport and are subject to all applicable FAA, TSA, and other federal jurisdictional rules and regulations. Survey personnel, depending upon the location / areas desired to inspect, will have to be escorted by Airport personnel. Although the Airport will be as accommodating as possible, there are no guarantees outside personnel will be granted access without prior notice and coordination.

DEPARTMENT OF THE ARMY

DACW 64-9-23-6071
PID: 345121 (Internal ID: 3778_345121)

RIGHT OF ENTRY FOR SURVEY AND EXPLORATION

Sabine to Galveston Project, Jefferson County, TX

TR 5B REPLAT S PT LTS 4-10 , ABD RD BLK 152
CITY OF PORT ARTHUR 1.628AC
(Legal Description)

The undersigned, hereinafter called the "Owner," hereby grants to the UNITED STATES OF AMERICA, hereinafter called the "Government," a right-of-entry upon the following terms and conditions:

1. The Owner hereby grants to the Government an irrevocable right to enter upon the lands hereinafter described at any time within a period of twelve (12) months from the date of this instrument, in order to survey, make test borings, and carry out such other exploratory work as may be necessary to complete the investigation being made of said lands by the Government.

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4. If any action of the Government's employees or agents in the exercise of this right-of-way results in damage to the real property, the Government will, at its option, either repair such damage or make an appropriate settlement with the owner. In no event shall such repair or settlement exceed the fair market value of the fee interest of the real property at the time immediately preceding such damage. The Government's liability under this clause may not exceed appropriations available for such payment and nothing contained in this agreement may be considered as implying that Congress will at a later date appropriate funds sufficient to meet deficiencies. The provisions of this clause are without prejudice to any rights the Owner may have to make a claim under applicable laws for any other damages than provided herein.

5. The land affected by this right-of-entry is located in the State of Texas County of Jefferson, and is shown in Exhibit "A".

6. All persons entering the land on behalf of the Government shall comply with the terms of Exhibit "B" attached hereto and incorporated herein for all purposes.

[signatures contained on next page]

DACW 64-9-23-6071
PID: 345121 (Internal ID: 3778_345121)

WITNESSES MY HAND AND SEAL this _____day of _____, 202_.

UNITED STATES OF AMERICA

Jefferson County, Tx
Owner Name:

BY _____
Owners Authorized Representative
Jeff Branick
Jefferson County Judge

BY _____
Timothy J. Nelson
Contracting Officer, Real Estate Division
Galveston District
U.S. Army Corps of Engineers

ATTEST _____
DATE December 13, 2022

COMMISSIONERS COURT
JEFFERSON COUNTY, TEXAS

Exhibit A

PID: 345121
Owner: JEFFERSON COUNTY
Legal Desc: TR 5B REPLAT S PT LTS 4-10 ,
ABD RD BLK 152
CITY OF PORT ARTHUR 1.628AC

Parcel

US Army Corps of Engineers
Galveston District

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0 0.010.02 0.04 0.06 0.08 Miles

DACW64-9-23-6071
PID: 345121 (Internal ID: 3778_345121)

EXHIBIT "B"

Contact Information for Owner

Name: Kenneth Shepherd

Best Contact Phone Number: 409-983-8300

Alternate Phone Number (if applicable):

E-mail Address: Shenita.Keyes@Jeffcotx.us

Preferred Mailing Address (if different than property address):

525 Lakeshore Drive

City: Port Arthur State: Texas Zip: 77640

Additional rules for all persons entering the Land or Adjacent Land on behalf of Government:

Contact Kenneth Shepherd at least 48 hours in advance of work, for coordination purposes and to discuss site access.

DEPARTMENT OF THE ARMY

DACW 64-9-23-5989

PID: 101012 (Internal ID: 3815_101012)

RIGHT OF ENTRY FOR SURVEY AND EXPLORATION

Sabine to Galveston Project, Jefferson County, TX

LTS 24-26 TR 2 LTS 27-29 ALL & LTS 30 & 31 TR 2 SHAMROCK ACRES
(Legal Description)

The undersigned, hereinafter called the "Owner," hereby grants to the UNITED STATES OF AMERICA, hereinafter called the "Government," a right-of-entry upon the following terms and conditions:

1. The Owner hereby grants to the Government an irrevocable right to enter upon the lands hereinafter described at any time within a period of twelve (12) months from the date of this instrument, in order to survey, make test borings, and carry out such other exploratory work as may be necessary to complete the investigation being made of said lands by the Government.

2. This right-of-entry includes the right of ingress and egress on other lands of the Owner not described below, provided such ingress and egress is necessary and not otherwise conveniently available to the Government.

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4. If any action of the Government's employees or agents in the exercise of this right-of-way results in damage to the real property, the Government will, at its option, either repair such damage or make an appropriate settlement with the owner. In no event shall such repair or settlement exceed the fair market value of the fee interest of the real property at the time immediately preceding such damage. The Government's liability under this clause may not exceed appropriations available for such payment and nothing contained in this agreement may be considered as implying that Congress will at a later date appropriate funds sufficient to meet deficiencies. The provisions of this clause are without prejudice to any rights the Owner may have to make a claim under applicable laws for any other damages than provided herein.

5. The land affected by this right-of-entry is located in the State of Texas County of Jefferson, and is shown in Exhibit "A".

6. All persons entering the land on behalf of the Government shall comply with the terms of Exhibit "B" attached hereto and incorporated herein for all purposes.

[signatures contained on next page]

DACW 64-9-23-5989
PID: 101012 (Internal ID: 3815_101012)

WITNESSES MY HAND AND SEAL this _____day of _____, 202_.

UNITED STATES OF AMERICA

Jefferson County, Tx
Owner Name:

BY _____
Owners Authorized Representative
Jeff Branick
Jefferson County Judge

BY _____
Timothy J. Nelson
Contracting Officer, Real Estate Division
Galveston District
U.S. Army Corps of Engineers

ATTEST _____
DATE DECEMBER 13, 2022

COMMISSIONERS COURT
JEFFERSON COUNTY, TEXAS

Parcel

US Army Corps of Engineers
Galveston District

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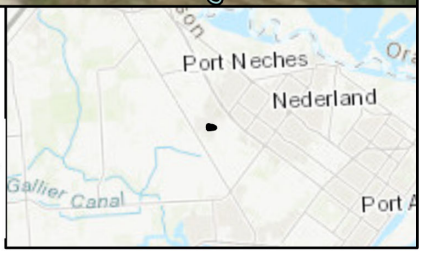

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Miles

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DACW64-9-23-5989
PID: 101012 (Internal ID: 3815_101012)

EXHIBIT "B"

Contact Information for Owner

Name: Jack Brooks Regional Airport - Jefferson County

Best Contact Phone Number: Duke Youmans - 409-284-1241

Alternate Phone Number (if applicable): Alex Rupp - 409-880-6767

E-mail Address: Alex.Rupp@JeffCoTx.Us , Duke.Youmans@JeffCoTx.Us

Preferred Mailing Address (if different than property address):

City: State: Zip:

Additional rules for all persons entering the Land or Adjacent Land on behalf of Government:

All persons must contact the airport prior to arrival. Much of the proposed areas to survey and inspect are within a controlled area of the airport and are subject to all applicable FAA, TSA, and other federal jurisdictional rules and regulations. Survey personnel, depending upon the location / areas desired to inspect, will have to be escorted by Airport personnel. Although the Airport will be as accommodating as possible, there are no guarantees outside personnel will be granted access without prior notice and coordination.

Resolution

STATE OF TEXAS § COMMISSIONERS COURT
§
COUNTY OF JEFFERSON § OF JEFFERSON COUNTY, TEXAS

BE IT REMEMBERED at a meeting of Commissioners' Court of Jefferson County, Texas, held on the 13 day of December, 2022, on motion made by Darrell Bush, Commissioner of Precinct No. 2, and seconded by Everett 'Bo' Alfred, Commissioner of Precinct No. 4, the following RESOLUTION was adopted:

WHEREAS, **Jimmie Lynn Bierhalter** has devoted **21 years and 11 months** of her life serving the citizens of Jefferson County with pride and professionalism; and

WHEREAS, Jimmie Lynn Bierhalter has made an outstanding contribution to the Jefferson County Juvenile Probation Department and the quality of Juvenile Justice in Jefferson County. During her career with Jefferson County, she served admirably in the capacity of a Secretary.

WHEREAS, through hard work and commitment to excellence, **Jimmie Lynn Bierhalter** has earned the respect of her colleagues and the citizens of Jefferson County; and

WHEREAS, having made a significant contribution to the Jefferson County Juvenile Probation Department, **Jimmie Lynn Bierhalter** is recognized for her unselfish devotion to the common good and welfare of the citizens of Jefferson County; and will be missed by her friends and co-workers.

THEREFORE, BE IT RESOLVED that the Jefferson County Commissioners Court does hereby honor and commend **Jimmie Lynn Bierhalter** for her dedicated service as a valuable employee of Jefferson County Juvenile Probation Department and wishes her well in her retirement

SIGNED this 13 day of December, 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

AFFILIATION AGREEMENT

AN AGREEMENT FOR THE USE OF CLINICAL FACILITIES FOR THE EDUCATION OF PHARMACY TECHNICIAN STUDENTS

Between

LAMAR INSTITUTE OF TECHNOLOGY

and

JEFFERSON COUNTY PUBLIC HEALTH DEPARTMENT

CONTENT

I. AGREEMENT

II. LAMAR INSTITUTE of TECHNOLOGY

III. CLINICAL AFFILIATE RESPONSIBILITY

IV. TERMS OF AGREEMENT

AFFILIATION AGREEMENT
between
LAMAR INSTITUTE OF TECHNOLOGY
and
JEFFERSON COUNTY PUBLIC HEALTH DEPARTMENT

This AGREEMENT ("Agreement") is made and entered into by and between Lamar Institute of Technology, Beaumont, Texas by for and on behalf of the Department of Allied Health and Sciences ("College,") and Jefferson County Public Health Department ("Clinical Affiliate"), a healthcare provider, with an office located at 1295 Pearl Street, Beaumont, TX, 77701. It is acknowledged and agreed that this agreement will become effective as of the date of the last signature of a party hereto.

NOW, THEREFORE, in consideration for mutual covenants and conditions contained in this Agreement, to facilitate training of Pharmacy Technician students, the parties agree as follows:

A. IT IS MUTUALLY AGREED BY THE COLLEGE AND CLINICAL AFFILIATE THAT:

1. The educational program and curricula of the College is and shall be the responsibility of, and shall be carried out under the direction of personnel of the College.

2. Whereas the Clinical Affiliate recognizes the need for the educational development of students and as matter of courtesy will cooperate with the College and student in such training.

3. It is mutually agreed that the provision and supervision of patient/client care or services is the responsibility of, and shall be carried out under the direction of personnel of the Clinical Affiliate. The Clinical Affiliate agrees to provide students admission to the program and to provide equipment, supplies and other resources which are available.

4. It is mutually agreed that clinical experiences for students enrolled in the pharmacy technician program of the College will be provided at the Clinical Affiliate and the College will designate, in writing, a contact person to regularly communicate with the Clinical Affiliate regarding routine operational matters described herein.

5. It is mutually agreed that College faculty will select and assign students for learning experiences and will further provide for teaching, evaluation, overall supervision, and record keeping of students. The College shall cooperate with the Clinical Affiliate to establish rotations for students. Faculty members, students and the College will adhere to all policies of the Clinical Affiliate and will assume responsibility for student's adherence to those policies.

6. It is mutually agreed that the College does not, and will not, discriminate against any student, employee, or applicant for registration or employment because of disability, race, religion, sex, color, creed, marital status, age, or national origin.

7. It is mutually agreed that the period of assignment, and the number and distribution of students among divisions of the Clinical Affiliate will be determined by representatives of the College and the Clinical Affiliate. The College shall be ultimately responsible for program admissions, administration, matriculation requirements, curriculum planning and accreditation requirements and student assignments. The College will be responsible for all final assessments of each student's clinical and academic performance and the assignment of final grades.

8. The Clinical Affiliate reserves the right to dismiss any student from its premises and otherwise terminate this agreement at any time and for any or not reason without notice and without recourse by the student, Faculty or College.

9. It is mutually agreed that representatives of the College and Clinical Affiliate shall meet as scheduled to discuss issues of mutual concern, and to make such suggestions and changes as are needed. Both parties will share information pertinent to the Affiliation Agreement.

10. It is mutually agreed that the College will comply with all regulatory and accreditation agency standards.

11. In the event a student or College member is exposed to infectious disease, environmental hazard, or sustains any injury or illness in the course of any rotation, the Clinical Affiliate will, with the consent of the student, provide first aid and emergency medical treatment at the site, if such injuries can be appropriately treated on site. If the injury or illness cannot be appropriately treated on site, then the Clinical Affiliate will make arrangements for such individuals to receive appropriate treatment at another facility. The Clinical Affiliate will inform the College of any such injuries and treatment and the student hereby waives all privacy rights as to such circumstances. It is agreed and understood that the student will be solely responsible for paying for any health care and expenses incurred for necessary treatment of the student at another facility during any rotation. The College will provide the Clinical Affiliate evidence of appropriate liability coverage and Personal Health Insurance for each student during each rotation.

12. The parties agree that the sole purpose of this agreement is to facilitate learning for the students and that the Clinical Affiliate is volunteering to participate in this program and that the students will occupy the status of "licensee" as that term is interpreted by Texas law. The students participating in the program shall not be agents, servants or employees of the Clinical Affiliate at any time nor otherwise have any right to or expectation of payment, compensation, remuneration or other material benefit from the Clinical Affiliate.

With regard to any of these general areas of agreement, The College is responsible for, and agrees to:

1. Protect the health and safety of all parties by:

a. Requiring student liability insurance coverage at no cost to the Clinical Affiliate;

b. Requiring an annual health and physical examination at no cost to the Clinical Affiliate;

c. Requiring compliance with the Center for Disease Control, Texas Department of Health, and Clinical Affiliate rules as regarding health, immunizations, safety, dress, and conduct (including for-cause drug screens at no expense to the Clinical Affiliate);

d. Providing, or otherwise arranging for, faculty and student orientation to the Clinical Affiliate, its major policies, rules and regulations.

e. Adequately indoctrinate students to inform them that the Clinical Affiliate shall have sole authority and control over and be responsible for its facilities, personnel and patient care and treatment and other clinical activities at the site, including without limitation any all student clinical activities at the site.

2. Make arrangements with the Client Services Administrator, and specified designates, for clinical learning experiences needed for students prior to each semester. The College representative will provide parties with:

a. Names of students;

b. Name(s) of faculty;

c. Dates, days, times of clinical practice periods will be agreed upon.

3. Assist with or contribute to Clinical Affiliate educational activities when requested.

4. Remove students for academic and /or behavioral misconduct according to the College's Student Code of Conduct per the Clinical Affiliation and the College's Policies.

5. Provide for, arrange and/to encourage Clinical Affiliate personnel participation in selected evaluation programs.

6. The individual student is responsible for equipment damaged or broken due to the student's negligence.

7. College shall require all students, faculty, employees, agents, and representatives of College participating in the Program (collectively "Program Participants") to sign and comply with a Statement of Confidentiality for Health Insurance Portability and Accountability Act (HIPAA) purposes and fully comply with all confidentiality and privacy laws, rules and regulations.

8. Notwithstanding any other provision herein, the governmental immunity, qualified immunity, official immunity and all other immunities and defenses of Clinical Affiliate and its employees and officials shall be unimpaired and in full force and effect at all times. Nothing in this agreement shall constitute a waiver of Clinical Affiliate's or Jefferson County's immunities to suit or liability. The Clinical Affiliate, Jefferson County, its employees, agents and officials shall, at all times, have the benefit of all defenses, immunities, rights and limitations of liability and damages recognized in law including, without limitation, the CPRC Chapter 101, Texas Tort Claims Act.

9. It is further understood and agreed that the students, faculty and College shall be solely liable for any and all damages, injuries, claims, suits and grievances of any student, faculty member or the College and anyone claiming on their behalf arising from the performance or implementation of this agreement. In no event shall the Clinical Affiliate or Jefferson County or any of its employees, agents or officials ever have any liability hereunder the fullest extent allow under law for such claims.

The Clinical Affiliate is responsible for, and agrees to:

1. Permit the use of clinical facilities by students enrolled in the Department of Allied Health and Sciences, Pharmacy Technician Program for the purpose of clinical education.

2. Provide, to the extent reasonable, conference rooms for student education, and locker rooms or other secure space for faculty and students to store coats, books, etc., while on duty.

3. Allow students and faculty reasonable and supervised access to, and use of, facilities maintained by the Clinical Affiliate following their specific policies, fees or charges, such as Library and Cafeteria.

4. Charge no fees for clinical laboratory practice.

5. Legal responsibility for the performance of students during the program shall be and remain solely with student, Faculty and College and never with the Clinical Affiliate or Jefferson County. It is understood and agreed that the Clinical Affiliate will be under no obligation to compensate any student for any services rendered by the student during this training.

DISPUTE RESOLUTION

Should any dispute arise between the parties, the parties agree to use all reasonable efforts to resolve same amicably and, if necessary, agree to submit to mediation. All disputes in which litigation is required will be litigated in a court of competent jurisdiction in Jefferson County, Texas according to Texas Law.

TERMS OF AGREEMENT:

Unless terminated earlier, this agreement shall be effective for the period beginning the Effective Date for the term of one (1) year commencing upon the Effective Date of January 2, 2023 through January 2, 2024. This agreement will automatically renew unless terminated as provided hereinabove.

By: **Program Director**

Pharmacy Technician

_____**Date**_____

Lamar Institute of Technology

Department Chair, Allied Health and Sciences

_____Date _____

By: Clinical Affiliate, Chief Administrator

_____ Date: _____

Vice President of Academic Affairs

_____**Date**_____

Dr. Sidney E. Valentine, Ph.D.
President, Lamar Institute of Technology

_____**Date**_____

_____ Date 12·13·2022

Judge Jeff R. Branick
Jefferson County Judge

ATTEST _____

DATE December 13, 2022

COMMISSIONERS COURT JEFFERSON COUNTY, TEXAS

Fittz & Shipman

INC.

Consulting Engineers and Land Surveyors

Ronald D. Fittz, P.E., R.P.L.S. (1948-1987)
Terry G. Shipman, P.E., Senior Consultant
Bernardino D. Tristan, P.E., Chief Executive Officer

Daniel A. Dotson, P.E., President
Donald R. King, P.E., Vice President
Mitchell Lee Brackin, RPLS

EXHIBIT A, PAGE 1 OF 3
FIELD NOTE DESCRIPTION
OF A 1.523 ACRE TRACT
OUT OF THE
JOSEPH BUTLER SURVEY, ABSTRACT 9
JEFFERSON COUNTY, TEXAS
NOVEMBER 30, 2022

That certain 1.523 acre tract, being the remainder of Tract 5A of the Replat of Tracts 5A and 5B, a plat recorded in Clerks File No. 2014037745 of the Official Public Records of Jefferson County, Texas for Jefferson County, in the City of Port Arthur, and being out of the Joseph Butler Survey, Abstract 9, Jefferson County, Texas, said 1.523 acre tract being more particularly described by metes and bounds as follows:

Note: Bearings are referenced to the NAD83 Texas State Plane Coordinate System, South Central Zone #4204.

BEGINNING at a capped iron rod "AW&C LLC" (N=13,900,233.67, E=3,574,748.79) found in a curve to the left in the southeasterly right-of-way line of 4th Street (60' R.O.W.) and the northeasterly line of said Tract 5A for the west corner of a called 2.978 acre tract conveyed to Lamar State College, Port Arthur as recorded in Clerks File No. 2020005584 of the Official Public Records of Jefferson County, Texas and the north corner of the said 1.523 acre tract from which a capped iron rod "Soutex" found in the northwesterly line of the said 2.978 acre tract for the north corner of said Tract 5A bears a chord bearing and distance of North 43°04'08" East 92.52 feet;

THENCE South 53°20'55" East along the southwesterly line of the said 2.978 acre tract and the northeasterly line of the said 1.523 acre tract a distance of 174.63 feet (called South 53°19'04" East 174.70 feet) to a concrete monument with brass disk (N=13,900,129.43, E=3,574,888.89) found in the northwesterly line of the Jefferson County Drainage District No. 7 Hurricane Flood Protection Levee and the southeasterly line of said Tract 5A for the south corner of the said 2.978 acre tract and the east corner of the said 1.523 acre tract from which a concrete monument found in the southeasterly line of the said 2.978 acre tract for the east corner of said Tract 5A bears North 71°05'47" East 111.62 feet (called North 71°08'40" East);

THENCE South 44°03'32' West along the said northwesterly line of the Jefferson County Drainage District No. 7 Hurricane Flood Protection Levee and the southeasterly line of said Tract 5A and the said 1.523 acre tract a distance of 354.82 feet (called South 44°05'04" West) to a capped iron rod "AW&C LLC" found for the east corner of said Tract 5B and the south corner of said Tract 5A and the said 1.523 acre tract;

THENCE along the northeasterly line of said Tract 5B and the southwesterly line of said Tract 5A and the said 1.523 acre tract with the following courses and distances:

North 54°04'25" West a distance of 145.64 feet (called North 54°04'09" West 145.54 feet) to an angle point;

North 09°52'02" East a distance of 32.95 feet (called North 09°52'02" East 32.95 feet) to an angle point;

North 38°22'42" West a distance of 54.07 feet (called North 38°22'42" West 54.07 feet) to a capped iron rod "AW&C LLC" found in a curve to the right in the said southeasterly right-of-way line of 4th Street for the north corner of said Tract 5B and the west corner of said Tract 5A and the said 1.523 acre tract;

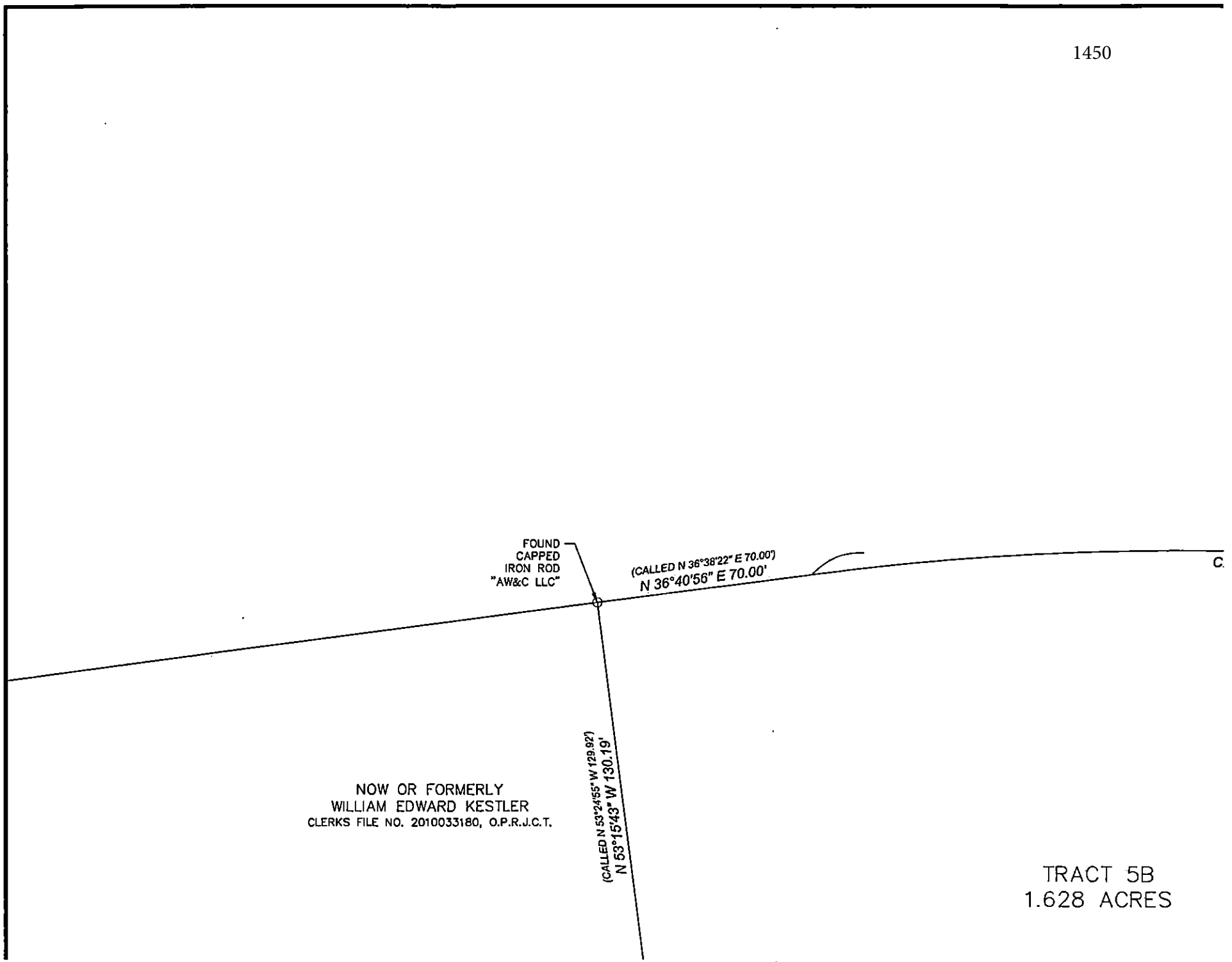
THENCE along the said southeasterly right-of-way line of 4th Street and the northwesterly line of said Tract 5A and the said 1.523 acre tract with the curve to the right, having a radius of 866.20 feet, a chord bearing of North 54°54'58" East, a chord distance of 31.51 feet and an arc length of 31.51 feet to a concrete monument with brass disk for an angle point;

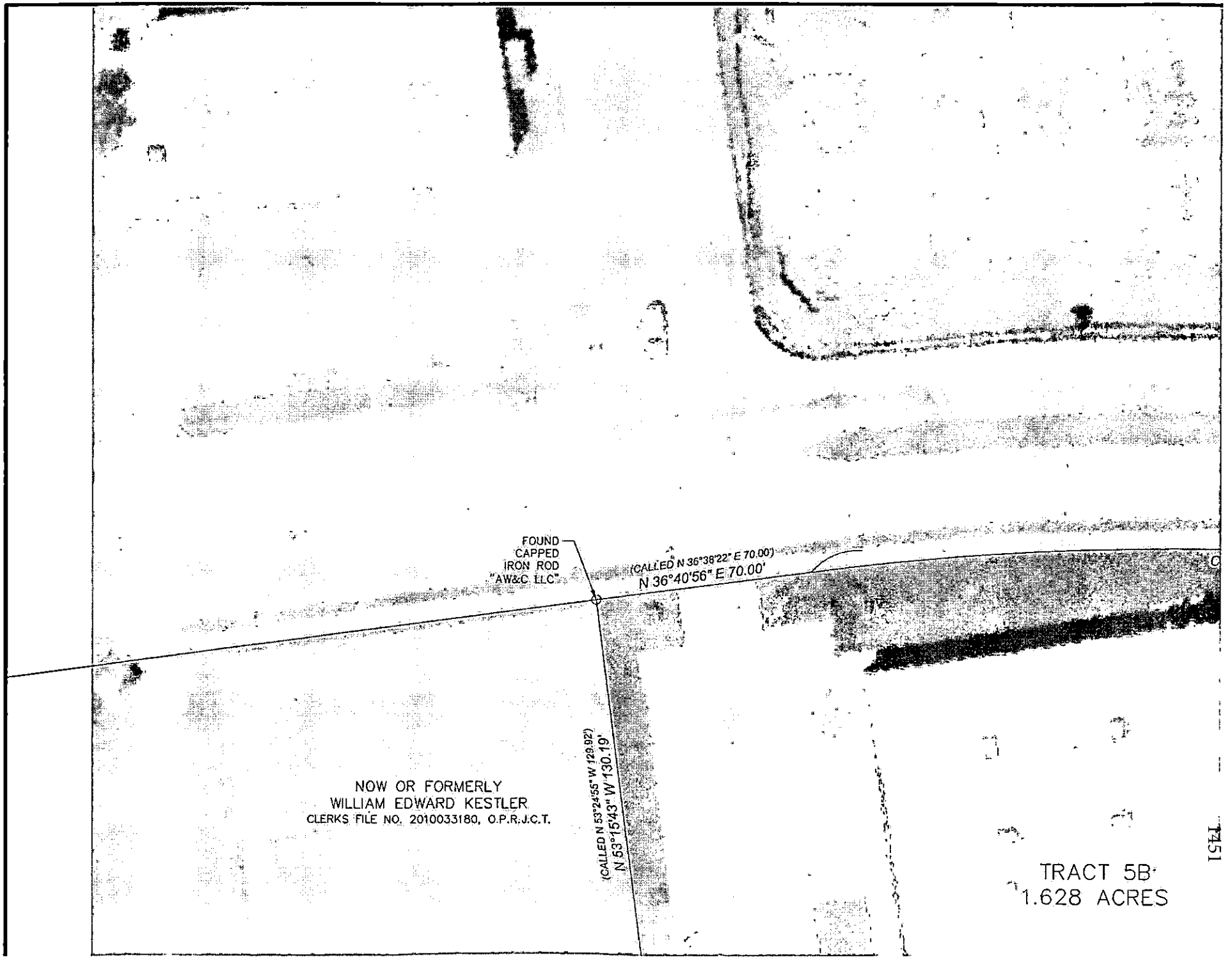
THENCE North 55°18'51" East continuing along the said southeasterly right-of-way line of 4th Street and the said northwesterly line of Tract 5A and the said 1.523 acre tract a distance of 73.02 feet (called North 55°20'17" East 73.06 feet) to a concrete monument with brass disk for the beginning of a curve to the left;

THENCE continuing along the said southeasterly right-of-way line of 4th Street and the said northwesterly line of Tract 5A and the said 1.523 acre tract with the curve to the left, having a radius of 1217.20 feet, a chord bearing of North 50°07'20" East, a chord distance of 217.25 feet and an arc length of 217.54 feet the **POINT OF BEGINNING** and containing in area 1.523 acres of land, more or less.

This Field Note Description is based on a survey performed by Fittz & Shipman, Inc. during 2022 and accompanies a plat of the same date.

F&S Project no. 22133.0004


FOUND
CAPPED
IRON ROD
"AW&C LLC"
(CALLED N 36°38'22" E 70.00')
N 36°40'56" E 70.00'
C.
(CALLED N 53°24'55" W 129.92')
N 53°15'43" W 130.19'
NOW OR FORMERLY
WILLIAM EDWARD KESTLER
CLERKS FILE NO. 2010033180, O.P.R.J.C.T.
TRACT 5B
1.628 ACRES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