

Regular, 9/9/2025 10:30:00 AM

BE IT REMEMBERED that on September 09, 2025, there was begun and holden a SPECIAL session of the Commissioners Court of Jefferson County, Texas, with the following members and officers present and participating except those absent as indicated:

Honorable Jeff Branick, County Judge

Commissioner Brandon Willis, Commissioner Pct. No. 1

Commissioner Cary Erickson, Commissioner Pct. No. 2

Commissioner Michael Sinegal, Commissioner Pct. No. 3

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

Honorable Zena Stephens, Sheriff

Honorable Roxanne Acosta-Hellberg, County Clerk

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

Notice of Meeting and Agenda
September 09, 2025

Jeff R. Branick, County Judge
Brandon Willis, Commissioner, Precinct One
Cary Erickson, Commissioner, Precinct Two
Michael S. Sinegal, Commissioner, Precinct Three
Everette "Bo" Alfred, Commissioner, Precinct Four



**NOTICE OF MEETING AND AGENDA
OF COMMISSIONERS' COURT
OF JEFFERSON COUNTY, TEXAS
September 09, 2025**

Notice is hereby given that the Commissioners' Court of Jefferson County, Texas, will meet at **10:30 AM**, on the **09th** day of **September 2025** at its regular meeting place in the Commissioners' Courtroom, 4th Floor, Jefferson County Courthouse, 1149 Pearl Street, Beaumont, Texas.

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

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

9:45 a.m. - Announcement of an executive (closed) session pursuant to Texas Government Code Sec. 551.071 to consult with our attorney regarding pending or anticipated litigation.

10:00 a.m. - Announcement of a Workshop to receive information from Mr. Chris Sachitano and landowners regarding a proposed pipeline that will severely damage their property interests.

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:

Notice of Meeting and Agenda
September 09, 2025

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

Listen to audio by calling 347-973-4395, conference id 113569383# The court will also have a time for public comments at the beginning 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 beginning of the meeting. Public comments will be limited to 3 minutes per person.

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

INVOCATION: Brandon Willis, Commissioner, Precinct One

PLEDGE OF ALLEGIANCE: Cary Erickson, Commissioner, Precinct Two

PURCHASING:

- (a). Consider and approve specifications for Request for Proposal (RFP 25-030/CG), Third Party Claims Administration, Cost Containment and/or Network Program Establishment for Jefferson County.

SEE ATTACHMENTS ON PAGES 11 - 94

Motion by: Sinegal

Second by: Willis

In Favor: Branick, Willis, Erickson, Sinegal, Alfred

Action: APPROVED

- (b). Consider and approve, execute, receive and file contract extensions for (RFP 21-007/DC) and (RFP 21-017/DC), Jefferson County Bank Depository and Jefferson County District and County Clerk's Depository Contracts with Stellar Bank from November 30, 2025 to November 29, 2026.

Judge Branick abstained due to his service on the Board.

SEE ATTACHMENTS ON PAGES 95 - 96

Motion by: Alfred

Second by: Erickson

In Favor: Willis, Erickson, Sinegal, Alfred

Abstained: Branick

Action: APPROVED

- (c). Consider and approve, execute, receive and file renewal for (IFB 22-052/MR), Term Contract for Dust Suppressant for Jefferson County for a third (1) one-year renewal with Base-Seal International, Inc., from October 08, 2025 to October 07, 2026.

SEE ATTACHMENTS ON PAGES 97 - 97

Motion by: Sinegal

Second by: Willis

In Favor: Branick, Willis, Erickson, Sinegal, Alfred

Action: APPROVED

- (d). Consider and approve, execute, receive and file renewal for (IFB 24-038/CG), Term Contract for Paper Stock and Envelopes for Jefferson County with Lindenmeyr Munroe, and Western BRW Paper dba Ovol USA f/k/a Bosworth for a first (1) one year renewal from September 16, 2025 to September 15, 2026 with price increases due to labor, manufacturing, transportation costs and tariffs as shown in Attachment A.

SEE ATTACHMENTS ON PAGES 98 - 113

Motion by: Sinegal

Second by: Willis

In Favor: Branick, Willis, Erickson, Sinegal, Alfred

Action: APPROVED

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

SEE ATTACHMENTS ON PAGES 114 - 115

Motion by: Sinegal

Second by: Willis

In Favor: Branick, Willis, Erickson, Sinegal, Alfred

Action: APPROVED

COUNTY AUDITOR:

- (a). Consider and approve Sheriff and Constables' Fees to be effective January 01, 2026.

SEE ATTACHMENTS ON PAGES 116 - 116

Motion by: Erickson

Second by: Alfred

In Favor: Branick, Willis, Erickson, Sinegal, Alfred

Action: APPROVED

- (b). Consider and approve revised County Health Authority agreement with Ezea Ede, M.D. effective October 01, 2025.

SEE ATTACHMENTS ON PAGES 117 - 122

Motion by: Erickson

Second by: Alfred

In Favor: Branick, Willis, Erickson, Sinegal, Alfred

Action: APPROVED

- (c). Consider and approve budget transfer – JP Pct. 1, PL 1 – additional cost of postage.

SEE ATTACHMENTS ON PAGES 123 - 123

Notice of Meeting and Agenda
September 09, 2025

120-2041-412-4052	POSTAGE	\$500.00	
120-2041-412-3084	MINOR EQUIPMENT		\$271.00
120-2041-412-3010	BOOKS-PRINTED		\$229.00

Motion by: Erickson

Second by: Alfred

In Favor: Branick, Willis, Erickson, Sinegal, Alfred

Action: APPROVED

(d).Consider and approve budget transfer – R&B Pct. 2 – Cost of road machinery box blade attachment.

SEE ATTACHMENTS ON PAGES 124 - 124

112-0209-431-6011	ROAD MACHINERY	\$23,000.00	
112-0209-431-6042	TRUCKS & TRAILERS		\$12,600.00
112-0205-431-3034	DIESEL FUEL		\$8,000.00
112-0202-431-3079	CRUSHED STONE		\$2,400.00

Motion by: Erickson

Second by: Alfred

In Favor: Branick, Willis, Erickson, Sinegal, Alfred

Action: APPROVED

(e).Consider and approve budget transfer – R&B Pct. 4 – additional cost of building maintenance.

SEE ATTACHMENTS ON PAGES 125 - 125

114-0405-431-4009	BUILDINGS AND GROUNDS	\$6,000.00	
114-0402-431-1028	LABORERS		\$6,000.00

Motion by: Erickson

Second by: Alfred

In Favor: Branick, Willis, Erickson, Sinegal, Alfred

Action: APPROVED

(f).Regular County Bills - check #531545 through check #531752.

SEE ATTACHMENTS ON PAGES 126 - 134

Motion by: Erickson
Second by: Alfred
In Favor: Branick, Willis, Erickson, Sinegal, Alfred
Action: APPROVED

COUNTY COMMISSIONERS:

- (a).Consider, approve, and accept a check from the YMBL for their annual rental payment for use of the Doggett Park fairgrounds and complex.

NO ATTACHMENTS

Motion by: Erickson
Second by: Alfred
In Favor: Branick, Willis, Erickson, Sinegal, Alfred
Action: APPROVED

- (b).Receive and file fully executed Agreement between Jefferson County Commissioners Court and Lamar University for Lamar University SETCAST for video broadcast of Commissioners Court meetings.

SEE ATTACHMENTS ON PAGES 135 - 136

Motion by: Sinegal
Second by: Erickson
In Favor: Branick, Willis, Erickson, Sinegal, Alfred
Action: APPROVED

- (c).Receive and file fully executed Interlocal Agreement between Jefferson County and Port Arthur Independent School District for Grass Maintenance.

SEE ATTACHMENTS ON PAGES 137 - 138

Motion by: Sinegal
Second by: Erickson
In Favor: Branick, Willis, Erickson, Sinegal, Alfred
Action: APPROVED

- (d).Consider, possibly approve, receive and file Amended Jefferson County Game Room Regulations.

SEE ATTACHMENTS ON PAGES 139 - 163

Motion by: Sinegal
Second by: Erickson
In Favor: Branick, Willis, Erickson, Sinegal, Alfred
Action: APPROVED

EMERGENCY MANAGEMENT:

- (a). Consider, possibly approve and authorize the County Judge to execute a Mutual aid Agreement between Jefferson County and the Houston SPCA pursuant to Chapter 418, Texas Government Code.

SEE ATTACHMENTS ON PAGES 164 - 165

Motion by: Alfred

Second by: Sinegal

In Favor: Branick, Willis, Erickson, Sinegal, Alfred

Action: APPROVED

SHERIFF'S DEPARTMENT:

- (a). Consider, possibly approve receive and file election results for the Jefferson County Sheriff's Law Enforcement Association (JCSLEA) to be the exclusive bargaining agent for the sworn Sheriff's deputies, pursuant to Sec. 174.102, Texas Local Government Code.

Commissioner Sinegal abstained.

SEE ATTACHMENTS ON PAGES 166 - 167

Motion by: Willis

Second by: Erickson

In Favor: Branick, Willis, Erickson, Alfred

Abstained: Sinegal

Action: APPROVED

- (b). Consider and possibly approve the selection of Robert "Robby" Campbell (TMPA Representative), Caleb Mitchell- JCSLEA President, Mark Holmes & Nathan Staggs - JCSLEA Members and Robert Bailey- JSCLEA Board Member.

SEE ATTACHMENTS ON PAGES 168 - 168

Motion by: Willis

Second by: Erickson

In Favor: Branick, Willis, Erickson, Sinegal, Alfred

Action: APPROVED

OTHER BUSINESS:

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

Notice of Meeting and Agenda
September 09, 2025

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

Jeff R. Branick
County Judge

Notice of Meeting and Agenda
September 09, 2025

Regular, September 09, 2025

There being no further business to come before the Court at this time, same is now here adjourned on this date, September 09, 2025.



JEFFERSON COUNTY PURCHASING DEPARTMENT
Deborah L. Clark, Purchasing Agent

1149 Pearl Street
 1st Floor, Beaumont, TX 77701

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

LEGAL NOTICE
Advertisement for Request for Proposal

September 9, 2025

Notice is hereby given that sealed proposals will be accepted by the Jefferson County Purchasing Department for Request for Proposals (**RFP 25-030/CG**), **Third Party Claims Administration, Cost Containment and/or Network Program Establishment for Jefferson County**. Specifications for this project may be obtained from the Jefferson County website, <https://jeffersoncountytexas.gov/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: Third Party Claims Administration, Cost Containment and/or Network Program Establishment for Jefferson County

PROPOSAL NUMBER: RFP-25-030/CG

DUE DATE/TIME: 11:00 AM CT, Wednesday, October 8, 2025

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 Cindy Greene, Contract Specialist at 409-835-8593 or Cynthia.greene@jeffersoncountytexas.gov. If no response in 72 hours, contact Deborah Clark, Purchasing Agent at 409-835-8593 or deb.clark@jeffersoncountytexas.gov.

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

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

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

Deborah L. Clark, Purchasing Agent
 Jefferson County, Texas

PUBLISH:

The Examiner:

September 11, 2025 & September 18, 2025

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PROPOSAL SUBMITTAL CHECKLIST

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

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

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

Proposer shall check each box indicating compliance.

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

- ☐ Cover sheet identifying the contract/project being proposed, the name and address of the Proposer, the date of the proposal, and the email address, telephone, and facsimile numbers of Proposer.
- ☐ An acknowledgment and/or response to each section of the proposal.
- ☐ Form of business (e.g., corporation, sole proprietorship, partnership); if corporation the date and state of incorporation.
- ☐ Identification of three (3) entities for which the Proposer is providing or has provided Claims Administration and Risk Management services for self-funded Workers' Compensation and Liability Programs of the type requested, including the name, position, and telephone number of a contact person at each entity.
- ☐ 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 Claims Administration and Risk Management services for self-funded Workers' Compensation and Liability Programs.

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

1.1 VENDOR INSTRUCTIONS

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

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

1.2 GOVERNING LAW

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

1.3 AMBIGUITY, CONFLICT, OR OTHER ERRORS IN THE RFP

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

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

1.4 NOTIFICATION OF MOST CURRENT ADDRESS

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

1.5 PROPOSAL PREPARATION COST

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

1.6 SIGNATURE OF PROPOSAL

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

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

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

1.7 ECONOMY OF PRESENTATION

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

1.8 PROPOSAL OBLIGATION

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

1.9 INCORPORATION BY REFERENCE AND PRECEDENCE

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

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

1.10 GOVERNING FORMS

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

1.11 IMPLIED REQUIREMENTS

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

1.12 COMPLIANCE WITH RFP SPECIFICATIONS

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

1.13 VENDOR REGISTRATION: SAM (SYSTEM FOR AWARD MANAGEMENT)

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

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

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

1.14 FORM 1295 (TEXAS ETHICS COMMISSION)

FORM 1295 SUBMISSION REQUIREMENT/INSTRUCTIONS FOR RFP PROPOSERS:

ALL NON-EXEMPT PROPOSERS ARE REQUIRED TO SUBMIT COMPLETED FORM 1295 WITH PROPOSAL SUBMISSION.

INSTRUCTIONS:

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

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

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

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

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

SAMPLE: A sample of a completed FORM 1295 is included on PAGE 7.

FORM 1295 Implementation Background:

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

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

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

FORM 1295 EXEMPTIONS:

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

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

A completed Form 1295 is not required for:

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

VENDOR: FORM 1295 MUST BE COMPLETED/SUBMITTED ON TEXAS ETHICS COMMISSION WEBSITE. HARD COPY OF FORM 1295 IS TO BE PRINTED, COMPLETED, SIGNED, AND SUBMITTED WITH BID/PROPOSAL/AGREEMENT/CONTRACT. JEFFERSON COUNTY WILL CONFIRM RECEIPT OF COMPLETED HARD COPY WITH THE TEXAS ETHICS COMMISSION.

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.

VENDOR:ENTER YOUR BUSINESS NAME, CITY, STATE, AND COUNTRY 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.

VENDOR: ENTER BID/PROPOSAL/CONTRACT/AGREEMENT REF# AND TITLE HERE.

4	Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
			Controlling	Intermediary
	VENDOR: ENTER EACH PERSON HAVING INTEREST, OWNERS ARE THE CONTROLLING PARTIES.		X	
	VENDOR: WORKERS (OR NON-OWNERS) IN YOUR COMPANY ARE INTERMEDIARY PARTIES.			X

5 Check only if there is NO Interested Party.

CHECK BELOW IF APPLICABLE

6 UNSWORN DECLARATION

VENDOR: COMPLETE, DATE, AND SIGN THIS DECLARATION SECTION.

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

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

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

Executed in _____ County, State of _____, on the _____ day of _____, 20____.

(month) (year)

Signature of authorized agent of contracting business entity
(Declarant)

ADD ADDITIONAL PAGES AS NECESSARY

Form provided by Texas Ethics Commission

www.ethics.state.tx.us

Revised 12/22/2017

NOTE: JEFFERSON COUNTY WILL KEEP A COPY OF THIS FORM ON FILE FOR EACH BID/PROPOSAL/CONTRACT/AGREEMENT AND EACH VENDOR RESPONDING TO BIDS/PROPOSALS.

PROPOSER: INSERT COMPLETED FORM 1295 BEHIND THIS PAGE.

1.15 EMERGENCY/DECLARED DISASTER REQUIREMENTS

In the event of an emergency or if Jefferson County is declared a disaster area, by the County, State, or Federal Government, a contract (executed in response to this Request for Proposal) may be subjected to unusual usage. Contractor shall service the County during such an emergency or declared disaster under the same terms and conditions that apply during non-emergency/disaster conditions. The pricing as specified in the contract shall apply to serving the County's needs regardless of the circumstances. If Contractor is unable to supply the services under the terms of the contract, then Contractor shall provide proof of such disruption and a copy of the invoice from Contractor's supplier(s). Additional profit margin as a result of supplying services during an emergency or declared disaster shall not be permitted. In the event that additional equipment, supplies, and materials are required during the declared disaster, additional shipping, handling and drayage fees may apply.

1.16 EVALUATION

Jefferson County reserves the right to use all pertinent information (also learned from sources other than disclosed in the RFP process) that might affect the County's judgment as to the appropriateness of an award to the best evaluated Proposer. This information may be appended to the proposal evaluation process results. Information on a service provider from reliable sources, and not within the service provider's proposal, may also be noted and made part of the evaluation file. Jefferson County shall have sole responsibility for determining a reliable source. Jefferson County reserves the right to conduct written and/or oral discussions/interviews after the proposal opening. The purpose of such discussions/interviews is to provide clarification and/or additional information to make an award is in the best interest of Jefferson County.

1.17 WITHDRAWAL OF PROPOSAL

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

1.18 SMALL, MINORITY & WOMEN BUSINESS ENTERPRISE PARTICIPATION

It is the desire of Jefferson County to increase the participation of Small, 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.

Minority owned business may be eligible for contract procurement assistance with public and private sector entities from MBDA Centers

Dallas Fort Worth MBDA Business Center

8828 N. Stemmons Freeway, Ste. 550 B

Dallas, TX 75247

214-920-2436

Website: <https://www.mbdadfw.com>

Email: admin1@mbdadallas.com

El Paso MBDA Business Center

2401 East Missouri Avenue

El Paso, TX 79903

915-351-6232

Website: <https://www.mbda.gov/business-center/el-paso-mbda-business-center>

Email: treed@ephcc.org

Houston MBDA Business Center

3100 Main Street, Ste. 701

Houston, TX 77002

713-718-8974

Website: <https://www.mbda.gov/business-center/houston-mbda-business-center>

Email: mbda@hccs.edu

San Antonio MBDA Business Center

501 W. Cesar E. Chavez Blvd., Ste. 3.324 B

San Antonio, TX 78207

210-458-2480

Website: <https://www.mbda.gov/business-center/san-antonio-mbda-business-center>

Email: Jacqueline.jackson@utsa.edu

Small and woman-owned business may be eligible for assistance from U.S. Small Business Administration (SBA):

Website: <https://www.sba.gov/local-assistance>

Dallas/Fort Worth District Office

150 West Parkway, Ste. 130

Euless, TX 76040

817-684-5500

Website: <https://www.sba.gov/district/dallas-fort-worth>

Email: dfwdo.email@sba.gov

El Paso District Office

211 N. Florence St, Ste. 201

El Paso, TX 79901

915-834-4600

Website: <https://www.sba.gov/district/el-paso>

Email: Suzanne.aguirre@sba.gov

Houston District Office

8701 S. Gessner Dr, Ste. 1200

Houston, TX 77074

713-773-6500

Website: <https://www.sba.gov/district/houston>

Email: houston@sba.gov

Lower Rio Grande Valley District Office

2422 E. Tyler Ave, Suite E

Harlingen, TX 78550

956-427-8533

Website: <https://www.sba.gov/district/lower-rio-grande-valley>

Email: lrgvdo.email@sba.gov

San Antonio District Office

615 E. Houston St, Ste 298

San Antonio, TX 78205

210-403-5900

Website: <https://www.sba.gov/district/san-antonio>

Email: sado.email@sba.gov

West Texas District Office

1205 Texas Ave, Room 408

Lubbock, TX 79401

806-472-7462

Website: <https://www.sba.gov/district/west-texas>

Email: lubdo@sba.gov

HUB certification information can be found at:

Statewide Procurement Division HUB Program

P.O. Box 13528

Austin, TX 78711

512-463-5872 or 888-863-5881

Website: <https://comptroller.texas.gov/purchasing/vendor/hub>

Email: statewidehubprogram@cpa.texas.gov

PROPOSER: INSERT HUB, SBE, MBE or WBE Certification behind this page.

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 ACKNOWLEDGEMENT OF INSURANCE REQUIREMENTS

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

1.35 INSURANCE REQUIREMENTS

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

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

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

Minimum Insurance Requirements:

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

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

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

Builder's Risk Policy: Structural Coverage for Construction Projects

Installation Floater Policy: Improvements/Alterations to Existing Structure

Workers' Compensation Statutory Coverage (See Section 1.36 Below)

1.36 WORKERS' COMPENSATION INSURANCE

1.36.1 Definitions:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SECTION 2: FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA)
MANDATED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY UNDER FEDERAL AWARDS
REQUIRED BY 2 C.F.R. §200.327 APPENDIX II TO 2 CFR §200

2 CFR 200.327 Contract provisions. The non-Federal entity's contracts should contain applicable provisions described in Appendix II to Part 200—Contract Provisions for non-Federal Entity Contracts Under Federal Awards. The non-Federal entity's contracts must contain the provisions described in Appendix II to Part 200—Contract Provisions for non-Federal Entity Contracts Under Federal Awards, as applicable. ***Language as of January 3, 2025**

THRESHOLD	PROVISION	CITATION
>\$250,000 (Simplified Acquisition Threshold)	Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908 , must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate. Although not required for contract at or below the SAT, FEMA suggests including a remedies provision. The NFE should consult their servicing legal counsel to determine whether and how remedies for breach of contract are permissible under applicable state, local, or tribal laws or regulations.	2 CFR 200 APPENDIX II (A)
>\$10,000	All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement. FEMA suggests including a termination for cause and for convenience in all contracts even when not required. The NFE should consult their servicing legal counsel to determine whether and how termination provisions are permissible under applicable state, local, or tribal laws or regulations.	2 CFR 200 APPENDIX II (B)
None	Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” 41 CFR 60-1.4 Equal opportunity clause. b) Federally assisted construction contracts. (1) Except as otherwise provided, each administering agency shall require the inclusion of the following language as a condition of any grant, contract, loan, insurance, or guarantee involving federally assisted construction which is not exempt from the requirements of the equal opportunity clause: The [recipient] hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause: During the performance of this contract, the contractor agrees as follows:	2 CFR 200 APPENDIX II (C) and 41 CFR §60-1.4(b)

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

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

- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- (4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

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

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through

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

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

The [recipient] 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 [recipient] 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 [recipient] 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 [recipient] 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 [recipient] 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 [recipient] under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such [recipient]; and refer the case to the Department of Justice for appropriate legal proceedings.	
>\$2,000	Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. FEMA PA and HMGP do not require these clauses unless it is a requirement for matching funds by another federal program legislation such as CDBG-DR. When required, prime construction contracts over \$2,000 awarded by NFEs must include a provision for compliance with the Davis-Bacon Act. If applicable per the standard described above, the NFE must include the provisions at 29 C.F.R. § 5.5(a)(1)-(10) in full into all applicable contracts, and all applicable contractors must include these provisions in full in any subcontracts. In situations where the Davis-Bacon Act does not apply, neither does the Copeland “Anti-Kickback” Act. Sample contract clauses are provided in the FEMA Contract Provisions Guide.	2 CFR 200 APPENDIX II (D); 40 U.S.C. §§ 3141-3144 and 3146-3148; supplemented by 29 C.F.R. Part 5; 40 U.S.C. § 3145; supplemented by 29 C.F.R. Part 3
> \$100,000+ Mechanics or Laborers	Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week	2 CFR 200 APPENDIX II (E); 40 U.S.C. §§ 3701-3708; supplemented by 29 C.F.R. Part 5

of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Applicability

This required contract provision applies to all procurements over \$100,000 that involve the employment of mechanics, laborers, and construction work. These requirements *do not* apply to the purchase of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Required Language

Compliance with the Contract Work Hours and Safety Standards Act.

1. *Overtime requirements.* No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
2. *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.
3. *Withholding for unpaid wages and liquidated damages.* The (insert name of grant recipient or subrecipient) 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. For contracts that are only subject to Contract Work Hours and Safety Standards Act and are not subject to the other statutes in 29 C.F.R. § 5.1 where an additional contract provision is required, FEMA suggests including the language below. <u>Suggested Language</u> Further Compliance with the Contract Work Hours and Safety Standards Act. 1. The contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Records to be maintained under this provision shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the Department of Homeland Security, the Federal Emergency Management Agency, and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.	
None	Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. This provision does not apply to all FEMA grant and cooperative agreement programs including PA and HMGP as awards under these programs do not meet the definition.	2 CFR 200 APPENDIX II (F); Funding Agreement; definition found under 37 C.F.R. § 401.2(a).
>\$150,000	Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended - Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).	2 CFR 200 APPENDIX II (G); 42 U.S.C. §§ 7401-7671q; 33 U.S.C. §§ 1251-1387

	<u>Suggested Language:</u> Clean Air Act 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 <i>et seq.</i> The contractor agrees to report each violation to the (insert name of non-federal entity entering into the contract) and understands and agrees that the (insert name of the non-federal entity entering into the contract) will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office. 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 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 <i>et seq.</i> The contractor agrees to report each violation to the (insert name of the non-federal entity entering into the contract) and understands and agrees that the (insert name of the non-federal entity entering into the contract) will, in turn, report each violation as required to assure notification to the (insert name of the pass-through entity, if applicable), Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office. 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.	
>\$25,000	Debarment and Suspension (Executive Orders 12549 and 12689) - A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. The following provides a debarment and suspension clause. It incorporates an optional method of verifying that contractors are not excluded or disqualified. <u>Suggested Language:</u> Suspension and Debarment This contract is a covered transaction for purposes of 2 C.F.R. Part 180 and 2 C.F.R. Part 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). The contractor must comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part	2 CFR 200 APPENDIX II (H); 2 C.F.R. Part 180 (implementing Executive Order 12549, Debarment and Suspension (1986) and Executive Order 12689, Debarment and Suspension (1989)); 2 C.F.R. Part 3000 (Department of Homeland Security regulations for Non-procurement Debarment and Suspension, implementing 2

	3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into. This certification is a material representation of fact relied upon by (insert name of recipient/subrecipient/applicant). If it is later determined that the contractor did not comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 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. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 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.	C.F.R. Part 180).
> \$100,000; and Certification required for all contracts greater than \$100,000	Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) - Contractors that apply or bid for an award exceeding \$100,000 must 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 must also disclose any lobbying with non- Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. If applicable, contractors must sign and submit the following certification to the NFE with each bid or offer exceeding \$100,000. <u>Required Certification:</u> CERTIFICATION REGARDING LOBBYING (APPENDIX A, 44 C.F.R. PART 18)	2 CFR 200 APPENDIX II (I) and 24 CFR §570.303; (citing 31 U.S.C. § 1352); 44 C.F.R. § 18.110
	See 2 CFR §200.323.	2 CFR 200 APPENDIX II (J)
	See 2 CFR §200.216.	2 CFR 200 APPENDIX II (K)
	See 2 CFR §200.322.	2 CFR 200 APPENDIX II (L)
Work involves the use of materials, and the contract is for more than \$10,000	A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR 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 during 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. <u>Suggested Language:</u> 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— Competitively within a timeframe providing for compliance with the contract	2 CFR 200.323; Pub. L. No. 89-272 (1965) (codified as amended by the Resource Conservation and Recovery Act at 42 U.S.C. § 6962)

	performance schedule; Meeting contract performance requirements; or At a reasonable price. Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines webpage: https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.	
>\$100,000	<i>§135.38 Section 3 clause</i> <i>All section 3 covered contracts shall include the following clause (referred to as the section 3 clause):</i> A. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing. B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations. C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin. D. The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135. E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before	

	the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135. F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts. G. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).	
None; All FEMA declarations and awards issued on or after November 12, 2020.	Section 889(b)(1) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (FY2019 NDAA) and 2 C.F.R. § 200.216, as implemented by FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), prohibit the obligation or expending of federal award funds on certain telecommunication products or from certain entities for national security reasons. Effective August 13, 2020, FEMA recipients and subrecipients, as well as their contractors and subcontractors, may not obligate or expend any FEMA award funds to: Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to: (1) Procure or obtain; (2) Extend or renew a contract to procure or obtain; or (3) Enter into a contract (or extend or renew a contract) to procure or obtain 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. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities). (i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities). (ii) Telecommunications or video surveillance services provided by such entities or using such equipment. (iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of	2 CFR 200.216

	the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country. (b) In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained. (c) See Public Law 115-232, section 889 for additional information. (d) See also § 200.471.	
None	The Federal awarding agency must establish conflict of interest policies for Federal awards. The non-Federal entity must disclose in writing any potential conflict of interest to the Federal awarding agency or pass-through entity in accordance with applicable Federal awarding agency policy.	2 CFR 200.112
None	The Federal awarding agency and the non-Federal entity should, whenever practicable, collect, transmit, and store Federal award-related information in open and machine-readable formats rather than in closed formats or on paper in accordance with applicable legislative requirements. A machine-readable format is a format in a standard computer language (not English text) that can be read automatically by a web browser or computer system. The Federal awarding agency or pass-through entity must always provide or accept paper versions of Federal award-related information to and from the non-Federal entity upon request. If paper copies are submitted, the Federal awarding agency or pass-through entity must not require more than an original and two copies. When original records are electronic and cannot be altered, there is no need to create and retain paper copies. When original records are paper, electronic versions may be substituted through the use of duplication or other forms of electronic media provided that they are subject to periodic quality control reviews, provide reasonable safeguards against alteration, and remain readable.	2 CFR 200.336
None; All FEMA declarations and awards issued on or after November 12, 2020.	<u>Suggested Language:</u> 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) listed below to ensure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible. Contracting with HUB, small and minority businesses, women's business enterprises, and labor surplus area firms. (a) When possible, the recipient or subrecipient should ensure that small businesses, minority businesses, women's business enterprises, veteran-owned businesses, and labor surplus area firms (See U.S. Department of Labor's list) are considered as set forth below. (b) Such consideration means: (1) These business types are included on solicitation lists; (2) These business types are solicited whenever they are deemed eligible as potential sources; (3) Dividing procurement transactions into separate procurements to permit maximum participation by these business types;	2 C.F.R. § 200.321(b)(1)-(5)

	(4) Establishing delivery schedules (for example, the percentage of an order to be delivered by a given date of each month) that encourage participation by these business types; (5) Utilizing organizations such as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and (6) Requiring a contractor under a Federal award to apply this section to subcontracts.	
None	Financial records, supporting documents, statistical records, and all other non- Federal entity records pertinent to a Federal award must be retained for a period of three years from the date of submission of the final expenditure report or, for Federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, respectively, as reported to the Federal awarding agency or pass-through entity in the case of a subrecipient. Federal awarding agencies and pass-through entities must not impose any other record retention requirements upon non-Federal entities. The only exceptions are the following: (a) If any litigation, claim, or audit is started before the expiration of the 3-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken. (b) When the non-Federal entity is notified in writing by the Federal awarding agency, cognizant agency for audit, oversight agency for audit, cognizant agency for indirect costs, or pass-through entity to extend the retention period. (c) Records for real property and equipment acquired with Federal funds must be retained for 3 years after final disposition. (d) When records are transferred to or maintained by the Federal awarding agency or pass-through entity, the 3-year retention requirement is not applicable to the non-Federal entity. (e) Records for program income transactions after the period of performance. In some cases recipients must report program income after the period of performance. Where there is such a requirement, the retention period for the records pertaining to the earning of the program income starts from the end of the non-Federal entity's fiscal year in which the program income is earned. (f) Indirect cost rate proposals and cost allocations plans. This paragraph applies to the following types of documents and their supporting records: Indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a particular group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates). (1) <i>If submitted for negotiation.</i> If the proposal, plan, or other computation is required to be submitted to the Federal Government (or to the pass-through entity) to form the basis for negotiation of the rate, then the 3-year retention period for its supporting records starts from the date of such submission. (2) <i>If not submitted for negotiation.</i> If the proposal, plan, or other computation is not required to be submitted to the Federal Government (or to the pass-through entity) for negotiation purposes, then the 3-year retention period for the proposal, plan, or computation and its supporting	2 CFR 200.334; and 200.337

	records starts from the end of the fiscal year (or other accounting period) covered by the proposal, plan, or other computation. <u>Suggested Language for All Procurements:</u> a. The Contractor agrees to provide (insert non-federal entity), the Texas Division of Emergency Management (TDEM), 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. b. The FIRM agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. c. 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. d. In compliance with section 1225 of the Disaster Recovery Reform Act of 2018, the (insert name of the non-federal entity) 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.	
None	CONTRACTS WITH COMPANIES ENGAGED IN BUSINESS WITH IRAN, SUDAN, OR FOREIGN TERRORIST ORGANIZATION PROHIBITED. A governmental Corporation may not enter into a governmental contract with a company that is identified on a list prepared and maintained by the U.S. Department of Treasury under Executive Order 13224. The term "foreign terrorist organization" in this paragraph has the meaning assigned to such a term in Section 8 U.S.C.1189(a)(1) of the United States Code.	United States Code 19 U.S.C. 2511
>\$100,000	PROVISION REQUIRED IN CONTRACT. (a) This section applies only to a contract that: (1) is between a governmental entity and a company with 10 or more full-time employees; and (2) has a value of \$100,000 or more that is to be paid wholly or partly from public funds of the governmental entity. (b) A governmental Corporation may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and will not boycott Israel during the term of the contract.	(Adhere to your State's Local Government Code)
Option Contract Language for contracts awarded prior to Grant Award	The contract award is contingent upon the receipt of federal funds. If no such funds are awarded, the contract shall terminate.	Optional
	Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act. <u>Suggested Language:</u> The CONTRACTOR shall comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).	42 U.S.C. 6201
	The Firm agrees that no otherwise qualified individual with disabilities shall, solely by reason of his/her disability, be denied the benefits of, or be subjected	Section 504 of the Rehabilitation Act

	to discrimination, including discrimination in employment, under any program or activity receiving federal financial assistance.	of 1973, as amended.
	Pursuant to the <i>Violence Against Women Act Reauthorization of 2022</i> , the Grant Recipient must certify that local policies do not interfere with the residents' Right to Report Crime and Emergencies from One's Home. The certification will confirm that no ordinances, local regulations, or policies adopted by the local government and currently in effect contain any financial or regulatory penalty imposed on property owners or residents as a result of any use of emergency services, or that the Grant Recipient is actively addressing such local regulations.	Pub. L. 117-103, 136 Stat. 49

BYRD ANTI-LOBBYING CERTIFICATION

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

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

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

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

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

REQUIRED FORM

Proposer:

Please complete this form and include with proposal submission.

DEBARMENT/SUSPENSION CERTIFICATION

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

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

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

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

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

REQUIRED FORM

Proposer:

**Please complete this form and
include with proposal submission.**

CIVIL RIGHTS COMPLIANCE PROVISIONS

1. EQUAL EMPLOYMENT OPPORTUNITY (Equal Opportunity Clause)

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

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

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

CIVIL RIGHTS COMPLIANCE PROVISIONS (CONTINUED)

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

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

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

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

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

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

REQUIRED FORM

<u>Proposer:</u>

Please complete this form and include with proposal submission.

SECTION 3. PROPOSAL SUBMISSION INSTRUCTIONS AND SPECIAL REQUIREMENTS

The following requirements and instructions supersede General Requirements where applicable.

3.1. SUBMISSION OF PROPOSAL

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

Respondent is responsible for submitting: One (1) original and 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://jeffersoncountytexas.gov/Purchasing/>.

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

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

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

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

All submissions must be received by 11:00 am CT, Wednesday, October 8, 2025.

- 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 Cindy Greene, Contract Specialist at 409-835-8593 or e-mail at:

Cynthia.greene@jeffersoncountytexas.gov. If no response in 72 hours, contact Deborah Clark, Purchasing Agent, at 409-835-8593 or by email at: deb.clark@jeffersoncountytexas.gov.

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 (2025):

~~January 20 (Monday) – Martin Luther King, Jr. Day~~
~~April 18 (Friday) – Good Friday~~
~~May 26 (Monday) – Memorial Day~~
~~June 20 (Friday) – Juneteenth~~
~~July 4 (Friday) – Independence Day~~
~~September 1 (Monday) – Labor Day~~
 November 11 (Tuesday) - Veteran's Day
 November 27 & 28 (Thursday & Friday) - Thanksgiving
 December 25 & 26 (Thursday & Friday) Christmas
 January 1, 2026 (Thursday) - New Year's

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 **Cindy Greene, Contract Specialist** at: Cynthia.greene@jeffersoncountytexas.gov or faxed to: 409-835-8456. If no response in 72 hours, contact **Deborah Clark, Purchasing Agent** at deb.clark@jeffersoncountytexas.gov.

The Deadline for asking questions or requesting additional information (in writing) is **5:00 pm, CT, Friday, September 19, 2025**.

3.4 TENTATIVE SCHEDULE OF EVENTS

September 9, 2025	Issuance of Request for Proposal
October 8, 2025	Deadline Submission (late proposals will not be considered)
October 9, 2025	Proposals distributed to Evaluation Committee
October 14, 2025	Evaluation Committee Convenes to Tabulate Scoring and Determines Short List
October 17, 2025	If Applicable: Conduct Interview/Best and Final Offer/Short List
October 28, 2025	Recommendation for Award

Please note:

The above schedule of events is *tentative* in nature. Dates listed are subject to change.

SECTION 4. PROPOSAL FORMAT REQUIREMENTS

4.1 INTRODUCTION TO PROPOSAL FORMAT REQUIREMENTS

Each proposal submitted in response to this RFP must be organized to correspond with those numbered sections of this RFP that require a response. Failure to arrange the proposal as requested may result in the disqualification of the proposal. Conciseness and clarity of content are emphasized and encouraged. Vague and general proposals will be considered non-responsive, and will result in disqualification. The response must be complete. Failure to provide the required information may result in the disqualification of the proposal. All pages of the proposal must be numbered and the proposal must contain an organized, paginated table of contents corresponding to the sections and pages of the proposal.

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

4.2 ORGANIZATION OF PROPOSAL CONTENTS

Each proposal must be organized in the manner described below:

- A. Transmittal Letter
- B. Table of Contents
- C. Executive Summary
- D. Proposer Identifying Information
- E. Proposer Personnel and Organization
- F. Cost Proposal Form (PAGE 61-63)
- 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

Introduction

Jefferson County is soliciting proposals from organizations who have designated or assigned personnel which are knowledgeable, experienced and qualified to perform and provide professional Claims Administration and Risk Management services for Jefferson County's self-funded Workers' Compensation and Liability Programs.

The scope of services, deliverables and related work will encompass all aspects of Jefferson County operations and require extensive knowledge and experience across all lines of coverage.

During the evaluation process in connection with this RFP, the County may elect to tour any prospective TPA vendor's offices and meet any prospective TPA vendor's proposed or anticipated account manager.

Background

Jefferson County's Workers' Compensation (WC) and Liability claims are currently managed by the County's Risk Management Department through a Third-Party Administrator (TPA). Litigation matters are generally managed through interdepartmental accords with the Jefferson County District Attorney Civil Division. The TPA is responsible for all aspects of the presented claims from inception to resolution in concert with Jefferson County staff and leadership.

The scope of coverage is substantial and will encompass the County's 61 Departments with a total workforce of over 1,171 employees. Of this, approximately 383 are uniformed Sheriff's Office and Constable Office law enforcement employees. The County has an annual average claim count of approximately 40 Workers' Compensation claims. There are currently 8 Indemnity Claims and 2 Auto Liability claims.

Under the County's current WC program, County employees utilize approved Network medical providers that accept workers' compensation where possible. The County desires to continue utilizing a Network for its Workers' Compensation Program.

Scope of Work

Jefferson County seeks proposals from qualified vendors interested in providing the services described in the Request for Proposals. More specifically, Jefferson County intends to contract with a Third-Party Administrator (TPA) with a proven Network Program or the ability to partner with an approved Network provider. The TPA must:

1. Meet the reasonable, necessary and related medical needs of injured Jefferson County workers, and
2. Expedite handling of third-party liability claims made against Jefferson County.

Each vendor may either:

1. Propose to perform or provide all Services, Deliverables and related work, or
2. Form a joint venture or a team for the performance of and/or provisions for the Services, Deliverables and related work

Jefferson County will consider proposals for its Workers' Compensation portfolio and Liability portfolio.

The selected TPA vendor(s) will play a pivotal role in the administration, progress, and outlook in concert with the County and its elected officials. The County expects to proceed under this model and the selected TPA vendor(s) is expected to assist in its creation (if applicable) and/or implementation of the Network.

Jefferson County desires to provide for focus on each of the following:

1. Treatment of all County injured workers with dignity and respect;
2. Coordination of quality medical care and medical facilities convenient for use;
3. Early diagnosis and definition of the compensable injury;
4. Efficiency in the delivery of medical services;
5. Teamwork between the County, its insurance consultant, the selected TPA vendor and the case manager;
6. Early return to work opportunity for each injured County worker;
7. Physical Therapy services focused on increasing range of motion; and
8. On-going communication with each injured County worker and the County's team of selected WC professionals.

General Administrative Requirements

The selected TPA vendor(s) will perform the following general services or provide the following in connection with all Workers' Compensation and/or Liability claims submitted to the vendor by the County and Network program.

1. Maintain or establish, prior to the start of the executed contract, an office located in Texas with a Texas-based account manager, a dedicated Workers' Compensation and Liability supervisor, and sufficient dedicated claims staff to handle the County's account as contemplated under both this RFP and applicable contract.
2. Ensure the maximum caseload by each licensed adjuster will be no more than each of the following:
 - a. Workers' Compensation: Lost Time – 100 claims
 - b. Workers' Compensation: Medical Only – 225 claims
 - c. Liability (AL, LEL, PO, EPL & GL Combined) – 150 occurrences
3. All adjusters designated for the County account, which is covered by the executed contract, must maintain a valid and appropriate Texas Adjuster License related to their business area of insurance.
4. Provide electronic capability to report claims covered by the executed contract directly into the applicable claims system to the County and its designated Risk Management personnel have access.
 - a. Option to have and maintain a web-based RMIS reporting system to the County's designated representative. County's representative will have access and usage, at no additional cost, for entering both Workers' Compensation and Liability Claims as well as other reported incidents.
 - b. All claims submitted by phone or electronically during normal business hours must be entered into the selected TPA vendor(s) claims system by the selected TPA vendor(s) on the same business day.
 - c. The County should have access to real time notes which are stored on the claims system in connection with all such claims and incidents.
5. When the County elects to proceed with a Workers' Compensation Network, the TPA vendor will support its transition and utilize it for all the County's existing and future WC claims.
6. Meet with the County's designated Risk Management Staff, as well as the County's then current and designated insurance consultant, on a monthly basis or as needed when determined necessary by the County, to discuss the status of active files, claims handling concerns, program operational issues and other areas of concern which are covered by the Services to be performed under the terms of this RFP and executed contract.
 - a. Make all loss reports available to the County's designated representative and insurance consultant in an excel format for the purpose of marketing coverage on the County's behalf.
 - b. Provide periodic information to, and cooperate with, the County's actuarial service provider.
7. Keep the County fully apprised of significant changes in the State of Texas Workers' Compensation rules and Tort Law that may affect the County as soon as changes are known.
8. Comply with all applicable rules and regulations promulgated by the Texas Commissioner of Worker's Compensation.

9. Provide notices for continuing education courses offered in (sixty (60) days or as soon as practical) which the County's designated Risk Management personnel either may be interested in or required to attend.
10. Assume the role and responsibilities of the County's Reporting Agent with respect to Workers' Compensation and Liability Claims as well as other required reported incidents, pursuant to the Medicare, Medicaid, SCHIP Extension Act 2007, as amended from time to time throughout the term of the executed contract (Collectively, the "MMSEA").
 - a. Prepare and submit all queries and quarterly reports with respect to both Workers' Compensation and Liability Claims, as well as other required reported incidents to the Center for Medicare and Medicaid Services (CMS) in accordance with MMSEA.
 - b. Indemnify, defend (upon the County's written request) and hold County harmless from and against all fines and penalties levied against the selected TPA vendor(s) or County for the selected TPA vendor(s) failure to comply with any applicable MMSEA requirements. In no way will the selected TPA vendor(s) pass along or otherwise cause the County to pay fines, which levied solely against the selected TPA vendor(s) or levied against the County due to the selected TPA vendor(s) negligence, error or omission.
11. Establish and maintain a program for timely submitting, investigating, processing and responding to complaints submitted by an individual or entity regarding claim files being managed on behalf of the County.
12. Include a complete and accurate description of the current policies and procedures of the TPA vendor to ensure and measure internal quality control of all duties and responsibilities required of the TPA vendor in connections with the executed contract.

General Audits/Reports

1. Conduct a quarterly claims review with the County's designated Risk Management Staff and meet with the County's Risk Management & Compliance Director or their designee on an "as-needed" basis. Files to be selected by the County.
2. Conduct biannual legacy WC claims review for selected claims that exceed thresholds and/or remain open beyond maximum medical improvement or inactive claims to aggressively pursue their eventual closure, where warranted. The applicable criteria to be adhered to for either such retention or closure is to be recommended in writing by the selected TPA vendor(s) and as approved by the County's Commissioners' Court.
3. Provide medical bill review, pharmaceutical review and utilization review components in their proposals.
4. Conduct (at least quarterly throughout the term of the executed contract) compliance reviews and medical bill audits on a randomly selected sample of the claim files with reports to the County's Risk Management & Compliance Director or their designee.
5. Conduct internal audits to ensure requirements set forth in the applicable executed contract are being fulfilled every six (6) months, and provide a complete and accurate copy of the written or electronic report of the audit findings to the County's Risk Management staff.
6. Provide on a monthly basis throughout the term of the executed contract, a check register of all indemnity, medical and expense payments made either to or on behalf of any County claimant, at no additional cost to the County.
7. Cooperate with the County in identifying overpayments and duplicate payments, and provide a written or digital explanation for such.
 - a. If overpayments resulted from TPA's failure to discharge duties diligently, the selected TPA vendor(s) must reimburse the County within thirty (30) days for overpayments and provide a written or digital report detailing the cause or reason for each overpayment.
8. Submit to, and cooperate with, on-site visits and claims/operational audits performed by the County's designated third-party consultants or the County's designated internal staff members.
 - a. If conflicts or perceived conflicts of interest arise with respect to the audits, the County will determine if such conflict exists and act accordingly.

9. Annually prepare and mail all IRS forms 1099 for all affected vendors.
 - a. An electronic version must be submitted to the County no later than January 10th of each year including the first January that arises after each executed contract expires or terminates early.
10. Examine and promptly report to the County's Risk Management & Compliance Director (or their designee) either in writing or digitally, any claims with or where there is an indication of fraud.
 - a. The selected TPA vendor(s) must assign an investigator to investigate suspected fraudulent claims with County's advance written consent.
 - b. Promptly report findings to the County's Risk Management & Compliance Director or their designee.
11. Provide the County an annual "SOC 1" Type 2 report in accordance with the most recent version of the Statement on Standards for Attestation Engagements (SSAE) No. 16, Reporting on Controls at a Service Organization, which supersedes the SAS 70.

Services and Deliverables

1. A monthly summary (sent either in writing or digital format) of the claims checking account, listing all checks, vouchers, voided checks in numerical sequence (stating the date issued), claim number, claimants' names, payees' names, amounts paid, types of benefit paid, and benefit periods, which must be forwarded to the County's Risk Management & Compliance Director (or their designee) upon request.
2. A monthly computer-generated claims report and management summary (sent either in writing or digital format) which must be forwarded to the County's Risk Management Department no later than the tenth (10th) day of each month for the preceding month, with both content and a suggested format as follows (Formats other than description below must be considered in the negotiation of the contract between the County and selected TPA vendor(s)):
 - a. A management summary (loss analysis) of all pending liability and workers' compensation claims/ reports of all claims by fiscal year (October 1st – September 30th) by the applicable County department to include current month new claims, active claims, closed claims, all claims by date of injury by fiscal year, all claims by payment type, all claims by total incurred greater than \$10,000.00, alpha order by name, all claims with payment in current month with payment detail in alpha order. Each department's incurred, paid and number of claims must be totaled by claim type. An average Work Day Index and Injury Incident Rate, calculated by department.
 - b. A loss control report that includes the monthly trend for each category on a monthly basis by the following categories and that breaks down injuries by fiscal year by the following
 - i. Applicable County department
 - ii. Cause and type (nature) of the injury associated with each claim file
 - iii. Injured employee's age
 - iv. Years of experience
 - v. Body part affected
 - vi. Time of day of injury
 - vii. List of repeat offenders.
 - c. Provide details (either in writing or in digital format) on types of reports which the selected TPA vendor(s) will offer to the County, along with samples of such reports.
 - d. The County wants the ability to run the reports online.
3. A weekly report of new Workers' Compensation, Liability and other required reported incident claims opened during the previous week must be provided to the County's Risk Management Department, either in writing or in digital format, on or before the first business day of each week.
 - a. This report must identify the claimant, originating department and the nature or type of the claim.

General Claims Processing

1. Perform such functions normally contemplated to be the function of TPAs including, but not limited to, assuming responsibility for the management of pending, new and reopened claims.
2. Investigate, adjust and subrogate all reported claims in accordance with the applicable provisions of the Texas Workers' Compensation Act and Texas Tort Claims Act, as well as any applicable ordinances, as each may be amended from time to time throughout the term of the contract, unless otherwise directed by the County's designated Risk Management Representative.
3. Report all Workers' Compensation and Liability Injury cases to the Central Index Bureau (CIB) upon file creation, at its vendor's sole cost and expense, with a complete and accurate copy of all case information retained in the electronic file. Resubmit an index electronically to the CIB every six (6) months until the applicable case is closed. The selected TPA vendor **will not** allocate any applicable CIB expense to the County.
4. The selected TPA vendor(s) management/supervisory level personnel will assign claims, utilizing appropriate cost center numbers, as provided by the County, to appropriately reflect originating Department.
5. Use a thirty (30) day adjuster diary system for timely file review of each claim file being handled or managed on the County's behalf under the terms of any executed contract. Each file diary review including reserves, must be documented, in detail, in the applicable computer file notes. All claim reserves will be monitored and adjusted accordingly. File notes must contain an explanation for any adjustment.
6. Estimate, establish and maintain claim reserves on a "most probable" basis. In claim reserving practices, for each claim file, the selected TPA vendor(s) must take into consideration the indemnity, medical, rehabilitation and allocated expense categories, and all other major sub-categories of each.
 - a. Changes in claim reserves must be reviewed and approved by the selected TPA vendor(s) designated claims supervisor.
 - b. Any claims reserve contemplated over \$25,000 requires either written or digital notification to, or either written or digital consent by or from the County's Risk Management & Compliance Director or their designee.
7. Maintain copies of all written correspondence within each claim file, whether physical or electronic, and make same available at any time upon the County's request at no additional cost to the County.

Workers' Compensation Claim Processing

The selected TPA vendor(s) will perform the following TPA services for the County's Workers' Compensation claims, as well as provide the following associated deliverables, in connection with the County's Workers' Compensation claims and claim files.

1. Establish and assign WC claim files within one (1) business day from receipt of the initial report submitted by the County.
2. Increase productivity, efficiency and quality with respect to the WC claim files submitted by the County, while reducing claim expenses to improve overall claim outcome.
3. Review of WC claim files management, determination, treatment plans, medical codes, and preparation and submittal of written or digital summary of findings to the County's Risk Management & Compliance Director or their designee.
4. Contact each applicable lost time injured employee, WC Network medical service provider and County Department associated with the lost time injured employee within twenty-four (24) hours of claim assignment by the County.
 - a. Contact to the lost time injured employee shall be by means of telephone call, email or mailed contact letter.

- b. The department head of the affected County Department associated with the lost time injured employee must be notified if the lost time injured employee cannot be reached by means of telephone call.
5. Obtain lost time injured employee's signature authorizing the release of their medical records.
 - a. Obtain copies of all medical bills and records associated with such employee.
6. Provide a written summary of the injured employee's injuries to the Independent Medical Exam Doctor, Required Medical Exam Doctor and/or designated doctor, along with copies of all medical reports and films necessary for a successful and complete examination.
7. Take and retain complete and accurate copies of recorded statements from all lost time injured employees as part of any WC related investigation.
8. Maintain personal contact with injured workers who have active lost time claims a least once every two (2) weeks in order to maintain rapport and monitor medical progress and overall status.
9. Notify the injured County employee in writing when impairment benefits are owed.
 - a. The selected TPA vendor(s) must issue the first lost time check to the injured County employee and explain all the benefits owed to the employee, including any applicable medical benefits.
10. Have the capacity to issue income benefits electronically via direct deposit to any injured County employee, as directed by the County.
11. Provide injured County employees with electronic access to their claim file, claim payment status and pending health care appointments for all device platforms, including smart phones.
12. Create or maintain a customer satisfaction survey mechanism for the County employees and provide findings to County Judge or Risk Management & Compliance Director (or their designee) as directed on a quarterly basis.
13. Obtain written or digital approval from the County Risk Management & Compliance Director or their designee on surveillance, case management referral, peer review and vocational evaluation.
14. Pursue all applicable contributions for recovery potential from responsible party or parties.
 - a. Communication with various WC Network physicians and appointments must be documented before financial resolution of an impairment rating for any affected injured County employee.
15. Investigate and pursue all subrogation and restitution exposures to the County which are associated with any WC claim files being handled on the County's behalf.
 - a. The "at fault" party must be placed on notice within thirty (30) days of notification of claim, or within thirty (30) days of receipt of third party information.
16. Reasonably cooperate with any medical cost containment, case management, risk management, investigations, law firm or any other organization designated by the County.
 - a. The selected TPA vendor(s) will be required to coordinate with and work closely with these representatives.
17. All WC litigation will be handled by the Commissioners' Court-approved WC defense attorney.
 - a. Selected TPA will submit DWC Representation to the Court for Approval.
18. Provide a written report to County with respect to any findings or decision(s) made in connection with the proceeding(s) conducted at an administrative WC hearing within seventy-two (72) hours after such hearing has concluded, at no additional cost to the County.
19. Attend all meetings, administrative hearings and legal proceedings that the County requests, at no additional expense to the County.
20. Obtain approval from the County through a proposed settlement memo on all subrogation agreements which are less than 100% of the lien.
 - a. All recoveries must be sent to the County's Risk Management Department immediately upon receipt.
 - b. All terms of the third party settlement, such as amounts paid to the employee, amount of attorney's fees (must be approved by Commissioners' Court prior to use of outside counsel), adverse party policy limits, etc., must be outlined in the claim notes, as well as the settlement memo so that the County may take credit for any needed future care related to the claimant as

provided under the Texas Labor Code, Section 417.002(b), as such statutory provision may be amended throughout the term of the executed contract.

21. Timely pay all bills related to each WC claim covered by the applicable executed contract, including fees owed to third parties and benefits owed in accordance with the Texas Worker's Compensation Act.
22. Electronically transfer information required by statute or regulation to the Texas Department of Insurance – Division of Workers' Compensation, including its successor department or division (collectively the "TDI-DWC") and other involved parties in a timely manner at no additional expense to the County.
 - a. Obtain all necessary information to fully complete and file all required forms with the TDI-DWC as required by applicable state law or regulation.
23. Prepare and file, with the appropriate Texas state agencies, all forms required for the County to maintain its qualifications as a self-insured political subdivision, as authorized under the Texas Labor Code, Chapter 504, unless otherwise directed by the County Judge or Risk Management & Compliance Director (or their designee).
 - a. Expenses related to maintaining this status under the rules and regulations of Texas shall be passed onto the County.
24. Indemnify, defend and hold County harmless from all fines and penalties levied against the selected TPA vendor(s), or County for the selected TPA vendor(s) failure to comply with the Texas Workers' Compensation Act, including, but not limited to, failure to timely pay all mandatory benefits and failure to comply with all reporting requirements.
 - a. In no way will the selected TPA vendor(s) pass along or otherwise cause the County to pay fines, which are levied solely against the selected TPA vendor(s) or levied against the County due to selected TPA vendor(s) negligence, error or omission including, but not limited to, payments that can be made based on estimated income benefits.
25. Provide quarterly executive summaries of issues, trends, opportunities and results as it relates to the County's Workers' Compensation Program including, without limitation, impactful TDI-DWC and legislative alerts and then present this information at quarterly file reviews with various County elected officials and employees.

Liability Claims Processing

The selected TPA vendor(s) must provide options for the following TPA services, as well as provide options for the following associated Deliverables for liability claims.

1. Initiate claims investigation with claimant(s), witnesses, affected County personnel, and any other necessary parties within one (1) business day after the receipt of a claim by telephone or in person by the selected TPA vendor(s).
2. Attempt to take recorded statements from all liability claimants as part of investigation.
 - a. The selected TPA vendor(s) must include a note in file if liability claimant refuses to provide a recorded statement and an explanation for the refusal.
3. Secure photographs of the location in question on all liability claims involving the condition of tangible personal or real property, when appropriate.
4. Assign an appraiser to inspect all property damage claims, where appropriate.
 - a. Each inspection must include an itemized description and photographs of the damages.
5. Create, implement, and maintain a system to code and track all liability losses/claims covered by an executed contract by the following line of businesses.
 - a. Commercial General Liability
 - b. Auto Liability
 - c. Employment Practices Liability
 - d. Public Officials
 - e. Law Enforcement Liability

6. Secure and review copies of all applicable third-party contracts for any affected insurance and indemnification requirements, where appropriate.
7. Tender claims to third party contractor or other entities, where appropriate.
8. In litigated cases, coordinate contact with Jefferson County District Attorney's Office – Civil Division through the County's Risk Management Department.
9. Deny a claim if the selected TPA vendor(s) determine(s) that the County has no liability or where immunity has not been waived; provided however, the County reserves the right to make such determinations on its own.
10. Make recommendations promptly (either digitally or in writing) to the County's Risk Management Department regarding investigation, negligence, and potential liability in connection with each liability claim handled under this section.
11. Negotiate settlement of the liability claim if either the selected TPA vendor(s) or the County determines liability exists and immunity has been waived.
12. Make payments promptly on all approved settlements.
 - a. The selected TPA vendor(s) will be given the authority to settle claims for up to \$4,999.99 without the County's Risk Management staff approval.
 - b. For settlements valued at \$5,000.00 or more, settlement proposals must be submitted by a memorandum (either digitally or in writing), outlining the liability claim under settlement review and the justification for a settlement recommendation, including supporting documents.
 - i. The memorandum must be prepared by the claims adjuster assigned to the applicable liability claim and submitted to the County's Risk Management Department for review and approval by Commissioners' Court.

Litigation of Liability Related Claims

The selected TPA vendor(s) must provide options for the following TPA services, as well as provide the following associated Deliverables for litigation of liability related claims. All litigation will be handled by the Jefferson County District Attorney's Office unless otherwise authorized by Jefferson County Commissioner's Court.

1. If a lawsuit has been filed, forward contents of the claim file to the appropriate attorney as assigned by the Jefferson County District Attorney's Office – Civil Division.
 - a. The selected TPA vendor(s) must continue to monitor the claim and respond to all instructions, requests, etc., as directed by the assigned Attorney for the Jefferson County District Attorney's Office – Civil Division.
2. Obtain approval from Jefferson County District Attorney's Office – Civil Division's Division Chief prior to payment of any bills related to litigation.
3. Pay all bills involved with litigation in prompt fashion once received from and/or approved by the Jefferson County District Attorney's Office – Civil Division's Division Chief.
4. Issue settlement checks as instructed by the Jefferson County District Attorney's Office – Civil Division's Division Chief and deliver such settlement checks to the assigned County Attorney, but not the plaintiff or any of the plaintiff's attorneys or other representatives, unless otherwise directed, either digitally or in writing by the County Attorney.
5. Maintain, monitor and/or adjust reserve levels for each case.
6. Track litigation costs, monitor litigation, audit legal bills and provide litigation expense reports, upon written or digital request by any County Risk Management or County District Attorney's Office representative.
7. Attend meetings, mediations and legal proceedings as requested by the County.

Funding Account

The selected TPA vendor(s) must perform the following TPA services and provide the following associated deliverables for funding account.

1. Issue checks on a “positive pay” basis tied to a checking account, established at the County’s designated depositor, which is currently Stellar Bank, for payments to employees, medical providers, vendors, citizens and attorneys.
2. Provide a weekly preliminary check register, in advance of issuing payments, to allow time for the County to review and issue approvals.
3. Provide a completed check register on the 1st of each month so that the County may replenish funds, taking into consideration any required County approval for payments as described herein.
4. Notify the County within a minimum of ten business days for any period that funding will not be sufficient to cover projected expenditures in any given month.
5. Provide the checks which comply with the County’s financial institution minimum standards at no additional cost to the County.
6. Requirements of Administrative Agencies: TPA shall file, on a timely basis on behalf of Client, such forms, and reports as may be required by any Administrative Agency concerning the claim fund account, including handling Escheat reporting.
7. 1099 Filings: TPA shall collect, process, and report data in the manner prescribed by the Internal revenue service for the purpose of preparing County’s 1099 filing with respect to the claims payment which are the subject of this Agreement. All information must be provided to the County no later than January 10 each year.
8. Upon termination of the executed contract, by expiration or any other manner, all outstanding invoices received prior to the termination date of the executed contract paid and processed, as well as having all files completed and updated in a neat and orderly manner.
9. Respond to any request by the County within one (1) business day from the time a request is made.
10. Notify all County employees designated by the county and providers of services in connections with any applicable service contract of any change in Workers’ Compensation Administration by the County. This notification must, at a minimum, include a statement indicating that all billing of the County claims for all work-related injuries which are suffered or sustained, or allegedly suffered or sustained, subsequent to the applicable service contract expiration or early termination date should be submitted to the new administrator for processing.

Medical Cost Containment

Under the current structure, the selected TPA vendor(s) will perform the following Medical Cost Containment Services at the direction of the County and provide the following associated deliverables in connection with the County’s Workers’ Compensation, Liability and other required reported incident claims and claim files.

1. Provide Services and associated Deliverables through experienced, qualified and licensed professional staff.
 - a. Services of a Medical Director may be utilized on a case by case basis.
 - b. The selected TPA vendor(s) designated Case Managers should have appropriate required designation.
2. Make case managers and utilization review staff reasonably available to treating physicians during physician’s business hours.
3. Provide treating physicians with timely notification of decisions regarding authorization.
4. Provide bill review, utilization review (i.e. prospective, concurrent, retrospective and pre-procedure) peer review, pre-authorization, case management, vocational and rehabilitation evaluation, discharge planning, identification of catastrophic illness or injury, and other workers’ compensation medical cost management related services as requested and approved by the County.
5. Perform such other functions normally contemplated to be responsibility, duty or function of medical cost containment service providers.
6. Require bill review and utilization management staff to use Official Disability Treatment Guidelines (ODG) to properly handle and manage overutilization.

7. Audit medical bills in accordance with all applicable TDI-DWC fee guidelines or special discounts negotiated with WC Network medical service providers.
8. Review medical bills for any irregularities such as overlapping dates of service, unrelated fees, up-coding and unbundling.
9. Properly document claim files regarding analysis, recommendations/reviews, pre-authorization, etc.
 - a. Documentation must show due diligence and reasonableness for any recommendations made if and when any of these claims should ever be challenged through administrative or judicial channels.
10. Provide monthly reporting analysis and improvement opportunities for all cost containment and case management programs.
11. Make appropriate application of treatment guidelines and fee schedules.
12. Electronically transfer required information to the TDI-DWC and other involved parties in a timely manner at no additional cost to the County.
13. Use pro-active approval and coordinate activities with the claims adjusters and supervising staff with regard to case management services. All Case Management referrals must be approved by the County's Risk Management & Compliance Director or their designee.
14. Monitor appropriateness of treatment, necessity and continuation of medical treatment in relation to an on-the-job injury/illness.
15. Obtain either written or digital pre-approval from the County on all vocational evaluation for job analysis.
16. Provide 24 hours/7 days a week access to a nurse by telephone or videoconferencing.
17. Pay in accordance with the applicable fee schedule guidelines and WC Network or Plan rates.
18. Provide all open claims the opportunity to move into the Network and monitor all non-network claims accordingly.

Pharmacy Benefit Management

The selected TPA vendor(s) will perform the following Pharmacy Benefit Management (PBM) Services, at the direction of the County, and provide the following associated Deliverables, in connection with the County's Workers' Compensation, Liability and other required reported incident claims and claim files. The County has the right to direct the selected TPA vendor(s) to work with any specified Pharmacy Benefit Management Vendor(s).

1. Provide services through experienced, qualified and licensed professional staff.
 - a. Services of a Medical Director may be utilized on a case by case basis.
2. Make case managers and utilization review staff reasonably available to treating physicians during physician's business hours.
3. Providing treating physicians with timely notification of decisions regarding authorization.
4. Provide bill review, utilization review (i.e. prospective, concurrent, retrospective and pre-procedure) peer review, pre-authorization and other workers' compensation PBM related services as requested and approved by the County.
5. Audit and pay pharmacy bills in accordance with all applicable TDI-DWC fee guidelines or special disclosures negotiated with WC Network service providers, regardless of whether the County contracts directly with providers or uses the selected TPA vendor(s) plan.
6. Implement early medication intervention protocols where medication peer reviews are done with suggestions of appropriate medication.
7. Monitor appropriateness of prescription(s), as well as the necessity and continuation of prescription(s), in relation to an on-the-job injury/illness.
8. Review pharmacy bills for any irregularities, such as overlapping dates of services, unrelated fees, up-coding, and unbundling.
9. Properly document claim files regarding analysis, recommendations/reviews, pre-authorization, etc.

- a. Documentation must show due diligence and reasonableness for any recommendations made, if and when any of these claims should ever be challenged through administrative or judicial channels.
- 10. Electronically transfer required information to the TDI-DWC and other involved parties in a timely manner at no additional cost to the County.
- 11. Perform such other functions normally contemplated to be the responsibility, duty or function of PBM service providers.
- 12. Provide monthly reporting, analysis and improvement opportunities for all cost containment and case management programs.

Risk Management Information System

The selected TPA vendor(s) must provide an option for the following TPA services, and provide an option for the following associated Deliverables, for a Risk Management Information System (RMIS) for County Workers' Compensation, Liability and other required reported incident claims and/or reported incidents.

- 1. Electronic reporting to the proper authorities of all claims required by MMSEA is **mandatory**.
- 2. The selected TPA vendor(s) must provide all the software applications (claim platform) which are necessary to perform the services and provide the deliverables required under this section and the applicable provisions of the executed contract.
 - a. Additionally, the selected TPA vendor(s) must identify and proceed to correct, patch or replace any inoperative software within forty-eight (48) hours after the County reports a problem.
- 3. The selected TPA vendor(s) must provide the County with direct access to its RMIS for as many users as the County requires, for the term of the executed contract, including any renewals or extensions, plus an additional thirty (30) days after the executed contract expires or is terminated at no additional cost to the County.
 - a. The County's Risk Management Department must have direct access to the RMIS electronic claims file and report writer, and have the ability to enter notes, diaries, attachments and review all notes in real time.
 - b. The current estimated number of County users is ten (10).
- 4. The selected TPA vendor(s) RMIS must be capable of, though not limited to, performing or providing each of the following.
 - a. Secure County data.
 - b. Provide County's designated users with access to all such secured County data, via standard internet connection, 24 hours a day/ 7 days a week throughout the term of the executed contract.
 - c. Direct claim reporting of new claims 24 hours a day/ 7 days a week.
 - d. Collect and store all usual and necessary statistical claim information data for the County.
 - e. Capture detailed information on: medical bills, other payments, the County, injured County worker, insured County worker history, WC Network service provider, diagnosis and treatment.
 - f. Report the number of claims for a specific time period by injury date and by report date for each claimant.
 - g. Accurately calculate the number of full and partial days of disability for each claim, accounting for all periods of intermittent changes in the claimant's work status; accounting for all periods of intermittent changes in the claimant's work status.
 - h. Produce monthly reports to the County's Risk Management & Compliance Director (or their designee) on all injured County employees who, in addition to the claim filed in a particular month, have filed one or more prior claims with the County.
 - i. Accurately reflect and report to the County's Risk Management & Compliance Director (or their designee), upon request, paid and incurred amounts of net subrogation recoveries associated with each claimant.

- j. Accurately capture and report to the County's Risk Management & Compliance Director (or their designee), upon request, the number of lost time claims reported during a specific period for medical only claims, reopened claims, and prior claims in connection with each claimant.
 - k. Capture return to work dates and report such to the County's Risk Management & Compliance Director (or their designee), upon request, for each claimant.
 - l. Capture and record, if and where applicable, the North American Industrial Classification System Codes for each claim file.
 - m. Distinguish among the different types of payments made for cost containment services, and tracking same including, but not limited to, state fee schedule, utilization review results and clinical edit reductions, associated with all claims handled by the selected TPA vendor(s) on behalf of the County.
 - n. Track and digitally document/record all denials and disputes by the reason for the denial/dispute involving each claim file handled on behalf of the County, such as un-allowed condition, wage calculation, waiting period, and vocational rehabilitation;
 - o. Electronically make payment for indemnity and death benefits for each claim file handled on behalf of the County, programmed specific to Texas, and calculate the amount due to each claimant based upon wages earned and the type of allowance, offering accuracy, timeliness, edit and audit processing, approval review, and check production.
 - p. Track Benefit Review Conferences and Contested Case Hearings in connection with each claim file handled on behalf of the County through a diary system, which can be altered based upon the County's needs and the nature of the claim.
 - q. Track claims by the County's applicable location codes, and identified by each County department.
5. The selected TPA vendor(s) must enable the County to do *ad hoc* reporting from the TPA vendor(s) RMIS on any other information requested by the County's Risk Management Department.
 6. The selected TPA vendor(s) must provide all of the County's designated users with RMIS training at no additional cost to the County.
 - a. The first training session must be held within ten (10) days after the start of the executed contract and will occur at the County designated facility.
 - b. Training must occur or at least be made available on a quarterly basis or more often as deemed necessary by the County's Risk Management Department.
 - c. The length or duration of all such training sessions must be sufficient, as determined solely by the County's Risk Management & Compliance Director (or their designee) to ensure adequate knowledge for use of the RMIS.

Qualifications

Each prospective TPA vendor must:

1. Have demonstrated knowledge, experience and qualifications in managing and reducing WC and Liability related costs;
2. Have knowledgeable and experienced staff with all of the appropriate and applicable Texas certifications for handling, processing and managing such WC and Liability related claims, and;
3. Have a support system for timely and proper claims processing, with the control mechanisms in place to ensure both the proper treatment to and for every injured County worker, and proper and effective delivery of service from the Network provider;
4. Must demonstrate and provide exemplary reporting, tracking, and trending platforms, using high computer, digital and electronic technology to its fullest potential.

Terms

The selected TPA vendor(s) must comply with all applicable federal, state and local laws, rules, regulations, procedures and guidelines. The selected TPA vendor(s) must also have multi-line experience and in-depth knowledge of the Texas Tort Claims Act and Texas Workers' Compensation Act.

The service contract(s) will be for an initial period of three (3) years with two (2) optional one (1) year renewals.

Modification of contract price shall be allowed only on the anniversary date of the contract. Prices throughout the initial three (3) year term shall remain firm/fixed. Written requests for price revisions after the first three year term shall be submitted in advance to the Jefferson County Risk Management and Jefferson County Purchasing Department. Requests shall be based upon and include documentation of the actual change in cost of services involved in the contract. Price increase shall not include overhead or profit. The County reserves the right to reject any price increase and/or to terminate the contract.

All electronic data and hard copy data related to Workers' Compensation, Liability Claims and other required reported incidents is the property of the County. All reports, audits and payment processing prepared by the selected TPA vendor(s) are the property of the County.

Incorporate into the executed contract an indemnity provision to protect the County against errors or omission committed by the selected TPA vendor(s). The provision will also specify that the selected TPA vendor(s) agree to hold the County harmless and to indemnify and defend the County, as well as its elected officials, employees, contractors (other than selected TPA vendor(s)), consultants, and representatives from any loss, cost, expense, damage, judgment, fine, penalty or violation of any applicable law, rule or regulation which results from, is caused by or arises out of any claim(s) alleging an error or omission with respect to the services performed or deliverables provided by the selected TPA vendor(s), any of its service providers, contractors, consultants or any of their respective employees or sub-contractors.

Upon expiration or termination of the executed contract between the selected TPA vendor(s) and Jefferson County, the selected TPA vendor(s) must reasonably and timely cooperate with a newly selected TPA vendor(s) or WC Network Service Provider designated by the County in transferring of all electronic data, hard copy data, and any other County owned records in the selected TPA vendor(s) possession by any reasonable means possible (i.e. upload, download or migration of all County owned or managed Workers' Compensation, Liability Claims and other required incident related file information and data which were covered by the executed contract at no additional cost to the County.

Glossary

TPA – Third Party Administrator

County - Jefferson County

WC – Workers' Compensation

TDI-DWC – Texas Department of Insurance – Division of Workers' Compensation

SOC 1 – Systems and Organization Controls Report

SAS 70 – Security Audit Report from a CPA or Licensed Public Accounting Firm

SSAE – Statement on Standards for Attestation Engagements

MMSEA – Medicare, Medicaid, SCHIP Extension Act 2007

ODG – Official Disability Treatment Guidelines

PBM – Pharmacy Benefit Management

AL – Auto Liability

LEL – Law Enforcement Liability

PO – Public Officials

EPL – Employment Practices Liability
GL – General Liability
RMIS – Risk Management Information System
RME – Remediated/Referred Medical Exam

SECTION 6. PROPOSAL REQUIREMENTS

6.1 OBJECTIVE OF PROPOSAL

Each proposal must include a detailed work plan that addresses how work for Jefferson County would be performed. It shall include detailed personnel assignments. A detailed description of major deliverables to be provided must also be included.

The proposal must include a sample timeline for the completion of each major task included in the proposal to the extent practicable, as well as projected completion dates for each major activity required. All proposals submitted in response to this RFP become the property of Jefferson County.

6.2 PROPOSER EXPERIENCE

The Successful Proposer must demonstrate extensive experience in and understanding of the nature of research and analysis required in order to carry out the intent of this project.

The proposal must identify all key personnel who are to be part of the proposed consultant team and detail their experience. Jefferson County Commissioners' Court reserves the right to approve each member of the team and to request substitutions.

The Proposer must describe in detail the current and historical experience the Proposer and its subcontractors have that would be relevant to completing the project. The Proposer must provide descriptions and references for all engagements of comparable complexity and sensitivity to the requirements of this RFP that have been conducted within the past five (5) years. References must contain the name of key contacts and a telephone number. The description of experience must be detailed and cover all relevant contracts that the Proposer and its subcontractors, as applicable, have had and all experience similar to this contract that qualifies the Proposer to meet the requirements of this contract. Included must be the names, titles, addresses, and current telephone numbers of organizations that may be contacted to verify qualifying experience.

The Proposer must indicate whether the organizations so listed are included for the purpose of verifying the Proposer's qualifying experience, or the qualifying experience of its subcontractors. Each experience statement also must include the name and types of services directly provided by the Proposer under the contract, and whether the Proposer was the contractor or subcontractor.

The Proposer must briefly state why it believes its proposed services best meet the County's needs and RFP requirements, and the Proposer also must concisely describe any additional features, aspects, or advantages of its services in any relevant area not covered elsewhere in its proposal.

6.3 TYPE OF SERVICES PROVIDED BY PROPOSER

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

1. Third Party Claims Administration for Workers, Compensation, Liability and other required reported incident claims.
2. Workers' Compensation Network Program establishment.
3. Cost containment.

6.4 LAWS AND REGULATIONS

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

SECTION 7. PROPOSAL EVALUATION AND SELECTION PROCESS

7.1 INTRODUCTION TO EVALUATION AND SELECTION PROCESS

The proposal evaluation and selection process is detailed in this section, as are other factors, and the format in which the cost response of each proposal must be submitted.

7.2 COST PROPOSAL

The Proposer must utilize the forms provided on **PAGE 61-63 of these specifications** in its submission of a cost proposal in response to this RFP. The cost proposal and fee schedule must be included in each copy of the proposal. Any reworked version of the fee schedule that is intended to be a substitute for **PAGE 62-63** of these specifications, that is provided by a Proposer may be determined as non-responsive, and may result in the proposal's disqualification if the charges do not include the entire cost of providing the services outlined in the RFP.

7.3 EVALUATION COMMITTEE

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

7.4. EVALUATION PROCESS

RFP Submittals that do not conform to the instructions or which do not address all the services as specified within this RFP specifications packet may be eliminated from consideration. However, Jefferson County reserves the right to accept such a submittal if it is determined to be in the best interest of the County.

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

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

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

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

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

7.5 PROPOSAL EVALUATION CRITERIA:

a. RESPONSIVENESS – 10%

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

b. IMPLEMENTATION PLAN – 30%

Emphasis is on the efficiency and comprehensiveness of the methods to be used in performing the services requested by this RFP and in managing the project.

c. PROPOSER QUALIFICATIONS – 15%

This refers to the overall qualifications of Proposer and its past experience in providing similar services to those requested by this RFP. It also refers to an evaluation of the quality of Proposer's performance on previous local government projects.

d. PERSONNEL QUALIFICATIONS – 15%

This refers to the number and qualifications of the professional personnel who would be assigned to the job. Consideration will be given to the percentage of time that each would spend on the project. It also refers to an evaluation of the quality of the performance by each member of the Proposer's project team on previous projects with the County and similar projects.

e. COST OF PROFESSIONAL SERVICES – 30%

This is the expected amount your firm would be compensated for services provided to the County. The County will consider hourly rates, retainer amounts, flat fees or other methods. While this will be an important factor, it will be considered as just one factor in the evaluation and selection process.

**PROPOSER: INSERT ALL ADDENDA BEHIND THIS PAGE.
PLEASE BE SURE TO COMPLETE, SIGN, ATTEST, AND DATE EACH ADDENDUM.**

COST PROPOSAL FORM:

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

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

Name of Proposer:	
Signature:	
Title:	

1. Provide a not-to-exceed maximum, annual fee for any and all Workers' Compensation and Liability claims to be handled/managed by TPA Vendor under a proposed contract. County will entertain splitting Workers' Compensation from other coverages. Therefore, each respondent should separate pricing accordingly.
2. Specify whether fees include your firm preparing/performing/submitting all required Texas and federal filings.
3. Indicate the types of allocated claim-related expenses which are not included in your per claim cost.
4. Specify if claim takeover costs and data conversion fees are included in or are in addition to the flat annual fee option.
5. Advise specifically as to how and at what cost you would handle the County's clam "runoff" in the event of a discontinuance of your services and deliverables under a proposed contract with the County.
6. Do you have a person to act as the Austin Representative for Jefferson County Pursuant to 28 Tex. Admin. Code Sec. 156.1? _____ Yes Or _____ No
7. In addition to the signature section listed above, complete the "Fee Schedule" on pages 62-63.

REQUIRED FORM**Proposer:**

Please complete this form and include with proposal submission.

FEE SCHEDULE

Workers' Compensation		
Description	Fee per Claim	Flat Fee
Incident	\$	\$
Medical Only	\$	\$
Indemnity	\$	\$

General Liability		
Description	Fee per Claim	Flat Fee
Incident	\$	\$
Property Damage	\$	\$
Bodily Injury	\$	\$

Automobile Liability		
Description	Fee per Claim	Flat Fee
Incident	\$	\$
Property Damage	\$	\$
Bodily Injury	\$	\$

Additional Claim Administration		
Description	Fee per Claim	Flat Fee
Employment Practices Liability	\$	\$
Auto Physical Damage	\$	\$
Administration Fee	\$	\$
Other	\$	\$

Flat Annual Fixed Fee Option *Preferred*

Yearly Rate During Initial 3 Year Term	\$
Additional Yearly Renewals Rate	\$

Additional Fees and Medical Cost Containment

Medical Cost Containment			
Description	Fee per Claim	Flat Fee	Fee per Hour
Medical Bill Review	\$	\$	\$
Pharmacy Bill Review	\$	\$	\$
Hospital Bill Review	\$	\$	\$
Medical Bill Reconsideration	\$	\$	\$
Field Services/Investigation	\$	\$	\$
Medical Case Management	\$	\$	\$
Preauthorization	\$	\$	\$
Peer Review	\$	\$	\$
Impairment Rating Review	\$	\$	\$
RME Coordination	\$	\$	\$
Designated Doctor Analysis	\$	\$	\$
	\$	\$	\$

Take Over Claims Costs			
Description	Fee per Claim	Flat Fee	Fee per Hour
Workers' Compensation	\$	\$	\$
Liability	\$	\$	\$
Data Conversion	\$	\$	\$
Section 111 Reporting	\$	\$	\$
RMIS System and Services	\$	\$	\$
Online Computer Services	\$	\$	\$
Administration Fee	\$	\$	\$
Subrogation for Workers' Compensation	\$	\$	\$
Subrogation for Property Damage	\$	\$	\$

REQUIRED FORM

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 25-030/CG) Third Party Claims Administration, Cost Containment and/or Network Program Establishment for Jefferson County

Proposer's Company/Business Name: _____

Proposer's TAX ID Number: _____

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

Contact Person: _____ **Title:** _____

Phone Number (with area code): _____

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

Fax Number (with area code): _____

Email Address: _____

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

Address

City, State, Zip Code

REQUIRED FORM

Proposer:

Please complete this form and include with proposal submission.

VENDOR REFERENCES FORM

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

REQUIRED FORM

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

REFERENCE ONE

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ Fax: _____

Email Address: _____ Contract Period: _____

Scope of Work: _____

REFERENCE TWO

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ Fax: _____

Email Address: _____ Contract Period: _____

Scope of Work: _____

REFERENCE THREE

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ Fax: _____

Email Address: _____ Contract Period: _____

Scope of Work: _____

SIGNATURE PAGE

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

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

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

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

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

RFP Respondent (Entity Name)

Signature

Street & Mailing Address

Print Name

City, State & Zip

Date Signed

Telephone Number

Fax Number

E-mail Address

REQUIRED FORM
Proposer:

**Please complete this form and
include with proposal submission.**

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

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

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

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

Signature of Contractor's Authorized Official

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

Date

REQUIRED FORM

Proposer:

**Please complete this form and
include with proposal submission.**

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether sub-awardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the sub-awardee, e.g., the first sub-awardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Sub-awardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitations for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Included prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

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

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

Approved by OMB
0348-0046

Disclosure of Lobbying Activities

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

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

REQUIRED FORM

Proposer:

Please complete this form and include with proposal submission.

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

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

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

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

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

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

- (2) the vendor:

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

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

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

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

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

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

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

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

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

CONFLICT OF INTEREST QUESTIONNAIRE

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

Adopted 8/7/2015

REQUIRED FORM

Proposer:

Please complete this form and include with proposal submission.

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

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

Adopted 8/7/2015

**THIS FORM IS FOR
OFFICE USE ONLY**

GOOD FAITH EFFORT (GFE)

Determination Checklist

This information must be submitted with your proposal.

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

Did the Prime Contractor/Consultant . . .

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

If “No” was selected, please explain and include any pertinent documentation with your proposal.

If necessary, please use a separate sheet to answer the above questions.

Printed Name of Authorized Representative

Signature

Title

Date

REQUIRED FORM

Proposer:

Please complete this form and include with proposal submission.

☐ Yes ☐ No

PAGE 75 OF 83

This information must be submitted with your proposal.

☐ Yes ☐ No

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.

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

Description of Subcontract Work to be Performed:

Please complete this form and include with proposal submission.

PAGE 77 OF 83

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

☐ All subcontractors to be utilized are "Non-HUBs." *(Complete Part III)*

☐ HUBs were solicited but did not respond.

☐ HUBs solicited were not competitive.

☐ HUBs were unavailable for the following trade(s):

☐ Other:

☐ Yes ☐ No

Description of Subcontract Work to be Performed:

Please complete this form and include with proposal submission.

RESIDENCE CERTIFICATION/TAX FORM

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

(3) “Non-resident RFP Respondent” refers to a person who is not a resident.

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

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

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

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

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

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

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

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

REQUIRED FORM

Proposer:

Please complete this form and include with proposal submission.

HOUSE BILL 89 VERIFICATION

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

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

Pursuant to Section 2270.002, Texas Government Code:

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

Signature of Company Representative

Date

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

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

Notary Seal

Notary Signature

Date

REQUIRED FORM

Proposer:

Please complete this form and include with proposal submission.

SENATE BILL 252 CERTIFICATION

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

Company Name

IFB/RFP/RFQ number**Certification check performed by:**

Purchasing Representative

Date

RESPONDENT'S AFFIDAVIT

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

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

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

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

NAME OF BUSINESS

BY:

Sworn to and subscribed before me
this _____ day of
_____, 20__

SIGNATURE

NAME & TITLE, TYPED OR PRINTED

MAILING ADDRESS

Notary Public

State of _____

CITY, STATE, ZIP CODE

My Commission Expires: _____

() _____
TELEPHONE NUMBER

REQUIRED FORM

Proposer:

**Please complete this form and
include with proposal submission.**



September, 3 2025

Tim Funchess
Treasurer
Jefferson County
1149 Pearl St
Beaumont, TX 77701

RE: Depository Contract Extension

Dear Commissioners,

We appreciate the long-standing relationship that has existed between Jefferson County and Stellar Bank. It is a privilege to have served as Depository for Jefferson County.

Stellar Bank is pleased to extend the contract for an additional one-year from November 30, 2025 to November 29, 2026. All terms and conditions from the original contract will apply to this extension.

Please sign below acknowledging approval. In the event you have any questions, do not hesitate to call. We look forward to our continued partnership.

Sincerely,

A handwritten signature in blue ink that reads "Josh Rodriguez".

Josh Rodriguez
SVP
Government Banking
409-718-5530

Approved: _____

A handwritten signature in blue ink, appearing to read "Timothy D. Apple", written over a horizontal line.



ATTEST
DATE

A handwritten signature in blue ink, likely of the attesting officer, written over the "ATTEST" text.
9/9/2025



September 3, 2025

Tim Funchess
Treasurer
Jefferson County
1149 Pearl St
Beaumont, TX 77701

RE: Depository Contract Extension

Dear Commissioners,

We appreciate the long-standing relationship that has existed between Jefferson County District and County Clerk's and Stellar Bank. It is a privilege to have served as Depository for Jefferson County District and County Clerk's.

Stellar Bank is pleased to extend the contract for an additional one-year from November 30, 2025 to November 29, 2026. All terms and conditions from the original contract will apply to this extension.

Please sign below acknowledging approval. In the event you have any questions, do not hesitate to call. We look forward to our continued partnership.

Sincerely,

Josh Rodriguez

Josh Rodriguez
SVP
Government Banking
409-718-6530

Approved: _____

Timothy A. Allen

ATTEST
DATE

[Signature]
9/9/25

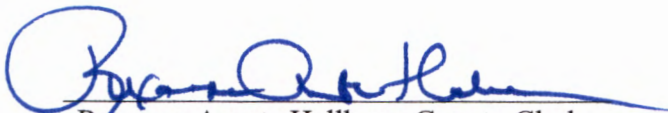


CONTRACT RENEWAL FOR IFB 22-052/MR **TERM CONTRACT FOR DUST SUPPRESSANT FOR JEFFERSON** **COUNTY**

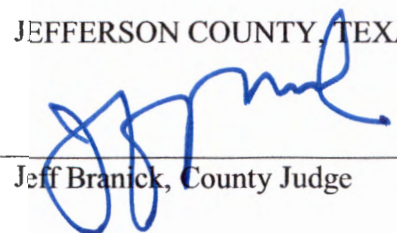
The County entered into a contract with Base-Seal International, Inc. for one (1) year, from October 11, 2022 to October 10, 2023, with an option to renew the contract for up to a five (5) year period.

Pursuant to the contract, Jefferson County hereby exercises its third one-year option to renew the contract for one (1) additional year from October 8, 2025 to October 7, 2026.

ATTEST:


 Roxanne Acosta Hellberg, County Clerk

JEFFERSON COUNTY, TEXAS


 Jeff Branick, County Judge



CONTRACTOR:

Base-Seal International, Inc.

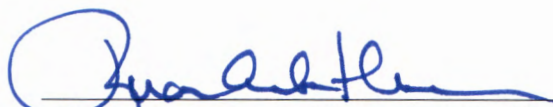

 (Name)

CONTRACT RENEWAL FOR IFB 24-038/CG
TERM CONTRACT FOR PAPER STOCK AND ENVELOPES FOR JEFFERSON
COUNTY

The County entered into a contract with Lindenmeyr Munroe for one (1) year, from September 17, 2024 to September 16, 2025, with an option to renew the contract for up to a five (5) year period.

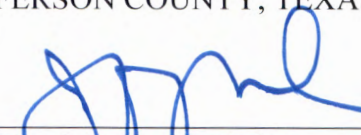
Pursuant to the contract, Jefferson County hereby exercises its first one-year option to renew the contract for one (1) additional year from September 16, 2025 to September 15, 2026.

ATTEST:



Roxanne Acosta Hellberg, County Clerk

JEFFERSON COUNTY, TEXAS

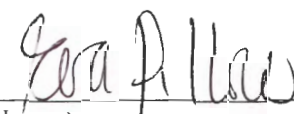


Jeff Branick, County Judge



CONTRACTOR:

Lindenmeyr Munroe



(Name)

CONTRACT RENEWAL FOR IFB 24-038/CG
TERM CONTRACT FOR PAPER STOCK AND ENVELOPES FOR JEFFERSON
COUNTY

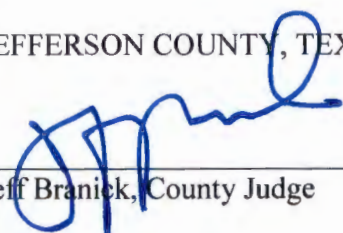
The County entered into a contract with Western-BRW Paper Co. dba Ovol USA for one (1) year, from September 17, 2024 to September 16, 2025, with an option to renew the contract for up to a five (5) year period.

Pursuant to the contract, Jefferson County hereby exercises its first one-year option to renew the contract for one (1) additional year from September 16, 2025 to September 15, 2026.

ATTEST:


Roxanne Acosta Hellberg, County Clerk

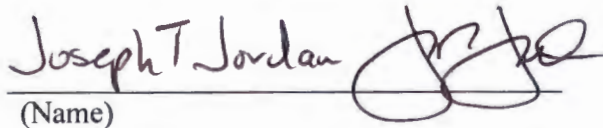
JEFFERSON COUNTY, TEXAS


Jeff Branick, County Judge



CONTRACTOR:

Western-BRW Paper Co. dba Ovol USA


(Name)

Attachment A

100



JEFFERSON COUNTY PURCHASING DEPARTMENT

Deborah L. Clark, County Purchasing Agent

1149 Pearl Street, Beaumont, TX 77701 409-835-8593 Fax 409-835-8456

IFB 24-038/CG

Term Contract for Paper Stock and Envelopes for Jefferson County

Awarded: September 17, 2024

CURRENT PRICING

updated 9/17/2024

I. Paper Stock

Item	Description	Manufacturer & Brand	Unit Price Per M	Sheets per case	Unit Price Per Case	Vendor
1	20 lb. Bond Paper, long grain, white 8½x11, Paper grade: Premium #4	Suzan Report	\$6.85	5000	\$34.25	Western BRW Paper dba Ovol USA
2	20 lb. Bond Paper, long grain, white 8½x11, 3-hole punched – Paper grade: Premium #4	Domtar Lettermark	\$10.10	5000	\$50.50	Western BRW Paper dba Ovol USA
3	20 lb. Bond Paper, long grain, white 8½x14, Paper grade: Premium #4	Domtar Lettermark	\$12.79	5000	\$63.96	Western BRW Paper dba Ovol USA
4	20 lb. Bond Paper, long grain, white 11x17, Paper grade: Premium #4	Domtar Lettermark	\$20.30	2500	\$50.75	Western BRW Paper dba Ovol USA
5	20 lb. Bond Paper, long grain, colors (peach, orchid, cherry, ivory, grey), 8½x11 – ream wrap only (combined total), Paper grade: Premium #4	Domtar Lettermark	\$12.82 \$13.47	5000	\$64.10 \$67.35	Western BRW Paper dba Ovol USA
6	20 lb. Bond Paper, long grain, colors (peach, orchid, cherry, ivory, grey), 8½x14 – ream wrap only (combined total), Paper grade: Premium #4 (Ivory/grey available in 24#)>>>>>>>>	Sylvamo Hammermill	\$21.05 \$20.50 Ivory/grey 24# \$24.55	5000	\$105.25 \$102.50 Ivory/grey \$122.75	Lindenmeyr Munroe
7	20 lb. Bond Paper, colors (buff, salmon, goldenrod, pink, blue, canary, green), 8½x11	Domtar Lettermark	\$12.82 \$13.47	5000	\$64.10 \$67.35	Western BRW Paper dba Ovol USA
8	20 lb. Bond Paper, long grain, colors (ivory, goldenrod, pink, blue, canary, green), 8½x14	Domtar Lettermark	\$17.54 \$18.45	5000	\$87.70 \$92.25	Western BRW Paper dba Ovol USA
9	20 lb. Bond Paper, 25% rag, long grain, cockle finish, white, 8½x11. Paper grade: #1 Atlas Bond imaging 25%	Neenah Royal Cotton	\$50.85 \$51.35	4000	\$203.40 \$256.75	Lindenmeyr Munroe
10	20 lb. Bond Paper, 25% rag, long grain, cockle finish, white, 8½x14. Paper grade: #1	No Bid	No Bid	No Bid	No Bid	No Bid

II. Card Stock

Item	Description	Manufacturer & Brand	Unit Price Per M	Sheets per case	Unit Price Per Case	Vendor
11	67 lb. Vellum cover stock (white) 8½x11, shrink wrap acceptable (combined total). Paper grade: #4	Domtar Lettermark	\$25.04 \$26.295	2000	\$50.09 \$52.59	Western BRW Paper dba Ovol USA
12	67 lb. Vellum cover stock (aqua, green, gold, blue, pink, ivory, yellow, grey) 8½x11, shrink wrap acceptable (combined total). Paper grade: #4	Domtar Lettermark	\$25.98 \$27.305	2000	\$51.98 \$54.61	Western BRW Paper dba Ovol USA
13	20 lb. #1 White Sulfite, long grain white, 8½x11 Hammermill. Paper grade: Grade 1 watermark	No Bid	No Bid	No Bid	No Bid	No Bid
14	Brite Hue – 60 lb. text & cover 8½x11 (red, violet, green, orange, ultra fuchsia)	Neenah Astrobrights	\$22.70 \$23.96	5000	\$113.50 \$119.80	Western BRW Paper dba Ovol USA
15	#80 8½x11 Classic Crest Avon Brilliant White	Neenah Classic Crest	\$122.90 \$128.60	2000	\$245.80 \$257.20	Lindenmeyr Munroe
16	#80 8½x11 Classic Crest Avon Ivory	Neenah Classic Crest	\$124.20 \$128.60	2000	\$248.40 \$257.20	Lindenmeyr Munroe
17	Olmsted-Kirk 80 lb, Starwhite Smooth Text Archiva, 8½x11	International Paper Hammermill	\$63.96	250	\$15.99	Staples Contract & Commercial LLC

II. Envelopes

Item	Description	Manufacturer & Brand	Unit Price Per M	Sheets per case	Unit Price Per Case	Vendor
18	24 lb. catalog envelopes 10"x13" white woven	Lindenmeyr Envelope	\$123.55 \$123.25	500	\$64.77 \$61.62	Lindenmeyr Munroe
19	28 lb. white catalog envelopes 9"x12"	Cenevo	\$96.00	500	\$48.00	Western BRW Paper dba Ovol USA
20	15"x10" brown kraft gummed flap document envelopes 32#	Staples	\$171.50	100	\$17.15	Staples Contract & Commercial LLC
21	#9 window envelopes – 24 lb. white wove	Staples	\$33.36	500	\$16.68	Staples Contract & Commercial LLC
22	#9 regular envelopes – 24 lb. white wove	Cenevo	\$13.34	2500	\$66.70	Western BRW Paper dba Ovol USA
23	#10 window envelopes – 24 lb. white wove (hard boxes)	Cenevo	\$15.32	2500	\$76.60	Western BRW Paper dba Ovol USA
24	#10 regular envelopes – 24 lb. white wove (hard boxes)	Cenevo	\$13.34	2500	\$66.70	Western BRW Paper dba Ovol USA
25	#11 window envelopes – 28 lb. white wove	Cenevo Printmaster	\$79.95 \$83.05	2500	\$199.87 \$207.63	Lindenmeyr Munroe
26	#11 regular envelopes – 28 lb. white wove	Staples	\$49.98	500	\$24.99	Staples Contract & Commercial LLC
27	#12 window envelopes – 24 lb. white wove	No Bid	No Bid	No Bid	No Bid	No Bid
28	#12 regular envelopes – 24 lb. white wove	Cenevo Printmaster	\$88.45 \$92.90	2500	\$221.13 \$232.25	Lindenmeyr Munroe
29	#10 brown kraft envelopes – 28 lb.	Esselte America Quality Park	\$89.98	500	\$44.99	Staples Contract & Commercial LLC
30	#12 brown kraft envelopes – 28 lb.	Staples	\$59.98	500	\$29.99	Staples Contract & Commercial LLC
31	#14 brown kraft envelopes – 28 lb.	Esselte America Quality Park	\$89.98	500	\$44.99	Staples Contract & Commercial LLC
32	Opaque envelopes - 4½x9 (blue, green, natural, cream, gold, pink, gray, ivory, yellow)	Sylvamo Hammermill	\$48.70 \$51.25	2500	\$121.75 \$128.13	Lindenmeyr Munroe
33	Hammermill Offset 60T #10 Canary	Sylvamo Hammermill	\$48.70 \$51.25	2500	\$121.75 \$128.13	Lindenmeyr Munroe

IV. No Carbon Required Paper

Item	Description	Manufacturer & Brand	Unit Price Per M	Sheets per case	Unit Price Per Case	Vendor
34	8½x11 2-part black image carbonless reverse collated	Nekoosa	\$24.41 \$25.64	5000	\$122.05 \$128.20	Western BRW Paper dba Ovol USA
35	8½x11 Mead 3-part black image carbonless reverse collated	Nekoosa	\$27.49 \$28.87	5000	\$137.45 \$144.35	Western BRW Paper dba Ovol USA
36	8½x11 Mead 4-part black image carbonless reverse collated	Nekoosa	\$29.38 \$30.85	5000	\$146.92 \$154.25	Western BRW Paper dba Ovol USA
37	8½x11 Mead 5-part black image carbonless reverse collated	Nekoosa	\$54.00 \$56.70	5000	\$270.00 \$283.50	Western BRW Paper dba Ovol USA
38	8½x14 Mead 2-part black image carbonless reverse collated	Nekoosa	\$30.80 \$32.34	5000	\$154.00 \$161.70	Western BRW Paper dba Ovol USA
39	8½x14 Mead 3-part black image carbonless reverse collated	Nekoosa	\$62.00 \$65.10	5000	\$310.00 \$325.50	Western BRW Paper dba Ovol USA
40	8½x14 Mead 4-part black image carbonless reverse collated	Nekoosa	\$66.40 \$69.72	5000	\$332.00 \$348.60	Western BRW Paper dba Ovol USA
41	8½x14 Mead 5-part black image carbonless reverse collated	Nekoosa	\$77.35 \$81.216	5000	\$386.75 \$406.08	Western BRW Paper dba Ovol USA

V. Specialty Paper

Item	Description	Manufacturer & Brand	Unit Price Per M	Sheets per case	Unit Price Per Case	Vendor
42	65 lb 8 ½ x11 Lynx Digital Smooth cover white	Domtar Lynx	\$27.00 \$28.32	2500	\$67.50 \$70.80	Western BRW Paper dba Ovol USA
43	80 lb 8 ½ x 11 Cougar Digital Cover Smooth Natural	Domtar Cougar	\$51.23 \$53.79	2000	\$102.46 \$107.58	Western BRW Paper dba Ovol USA
44	80 lb 8 ½ x 11 Lynx Digital Smooth Cover White	Domtar Lynx	\$33.62 \$35.20	2000	\$67.04 \$70.40	Western BRW Paper dba Ovol USA
45	67 lb 8 ½ x 14 Exact Vellum Bristol White	Neenah Exact	\$44.95 \$47.24	2000	\$89.90 \$94.48	Western BRW Paper dba Ovol USA
46	70 lb 8 ½ x 11 Lynx Digital Smooth Text White	Domtar Lynx	\$15.72 \$16.505	4000	\$62.88 \$66.02	Western BRW Paper dba Ovol USA
47	Blazer Digital Gloss Text White 11 x 17 -80-31M-L	Sappi Flo Gloss Text	\$34.17	2000	\$68.34	Western BRW Paper dba Ovol USA
48	8½x11 Astro Bright Text, 60T	Neenah Astrobrights	\$19.90	500	\$9.95	Staples Contract & Commercial
49	8½x11 Astro Bright Cover, 65C	Neenah Astrobrights	\$45.10 \$47.46	2000	\$90.20 \$94.92	Western BRW Paper dba Ovol USA

VI. Miscellaneous

Item	Description	Manufacturer & Brand	Sheets per case	Unit Price	Vendor
50	30" Brown Craft Paper roll	Total Products	roll	\$40.60	Lindenmeyr Munroe
51	36" Brown Craft Paper roll	Total Products	roll	\$46.45 \$49.25	Lindenmeyr Munroe
52	NCR Paper Brand Fanapart high strength padding adhesive gallon	Nekoosa	each	\$175.00 \$183.75	Western BRW Paper dba Ovol USA
53	NCR Paper Brand Fanapart high strength padding adhesive quart	Nekoosa	each	\$56.95 \$59.79	Western BRW Paper dba Ovol USA
54	Liquid Padding Compound-gallon	HAR	each	\$25.00 \$26.25	Western BRW Paper dba Ovol USA
55	18" stretch film roll	Amtopp	4/ctn	\$80.00 \$68.00	Lindenmeyr Munroe
56	GBC Heatseal Ultima 65 25" standard roll lamination film 3 mil	No Bid	No Bid	No Bid	No Bid
57	GBC Heatseal Ultima 65 25" standard roll lamination film 1.5 mil	No Bid	No Bid	No Bid	No Bid
58	8.9" x 11.4" laminating pouches	Staples	50	\$3.45	Staples Contract & Commercial LLC
59	9 1/8" x 14 1/2" laminating pouches	Fellowes	50	\$15.47	Staples Contract & Commercial LLC
60	11.4" x 17.4" laminating pouches	Staples	25	\$4.84	Staples Contract & Commercial LLC

Lindenmeyr Munroe 9565 West Wingfoot Houston TX 77041 attn: Eva Pillow epillow@lindenmeyr.com ph: 713-868-1531	Western-BRW Paper Co. dba Ovol USA 10425 Okanella #600 Houston TX 77041 attn: Joseph T. Jordan jtjordan@ovol.us ph: 713-460-5060 fx: 713-460-2037	Staples Contract and Commercial LLC 500 Staples Dr. Framingham, MA 01702 attn: Teresa Votaw Teresa.Votaw@Staples.com ph: 720-744-1272
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7.30.25

Price increases by manufacturer reflect increased labor, manufacturing, transportation costs, tariffs, etc.

Supporting documentation from the manufacturers provided.

Thank you,

Lindenmeyr Munroe



December 2, 2024

To Our Valued Customer:

Effective with shipments January 2, 2025, Sylvamo will increase prices by \$3/cwt for the following imaging papers grades:

- All Hammermill® products
- All HP® products
- All Private Label products
- Relay
- Generic White Box

All other standard upcharges will continue to apply.

Orders received prior to December 2, 2024, will invoice at the acknowledged price.

Additionally, all deviated business will be reviewed.

If you have any questions regarding these changes, please contact your sales representative. We appreciate your business.

Sincerely,

Kristine Vela
Director, Marketing and Imaging Sales
Imaging Papers



December 2, 2024

To Our Valued Customer:

Effective with shipments on or after January 2, 2025, Sylvamo will increase prices by 5-7% on rolls and sheets for all products:

- Converting Papers
 - Envelope
 - Forms
 - Bristols
 - Specialty
- Printing Papers
- Office Papers

Orders received prior to December 2, 2024, will invoice at the acknowledged price.

If you have any questions regarding these changes, please contact your sales representative.

Thank you for your support of Sylvamo.

Sincerely,

Gerry Klug
Director of Sales
Converting & Printing Papers



100 Kimball Place, Suite 600
Alpharetta, GA 30009
ph. 678.566.6500
www.neenahpaper.com

February 19, 2025

Dear Neenah Partner:

PRICING ANNOUNCEMENT

Effective with all orders shipping on or after March 19, 2025, Neenah is applying a price increase averaging 3 - 5% on all products, excluding NEENAH® Folding Board and Publishing. Any price increases related to Contract business will be evaluated separately, and communicated via your dedicated Neenah Sales Representative.

Please contact your local Neenah Sales Representative or our Customer Service Team at 800.558.5061, between the hours of 7AM-5PM CST, with any questions or for additional assistance. We appreciate your business, and look forward to continuing our partnership with you for many years to come.

Sincerely,

Paul Biesiadecki
Vice President
Sales, Paper & Packaging

Alison Kapp-Anthony
Vice President
Marketing, Paper & Packaging



100 First Stamford Place
3rd Floor
Stamford, CT 06902
tel 203.595.3000
www.cenveo.com

January 1, 2025

Dear Valued Customers:

Due to continued escalation in paper and other raw materials costs, Cenveo is announcing a 5% increase on all envelope grades effective with shipments beginning February 3, 2025.

We thank you for your business and continued support. If you have any questions, please contact your Cenveo Sales Representative.

We look forward to serving your future envelope needs.

Sincerely,

Cenveo Envelope Group



July 9, 2025

Deborah

Attached and enclosed is the information requested for renewal of (IFB 24-038/CG) Term Contract for Paper Stock and Envelopes for Jefferson County.

There have been some price increases in the market. We have absorbed them for as long as we can, but we need to pass them along at this time. Supporting documentation from our Manufacturers is enclosed.

Our SAM number is UEI WWX3AP4A53J3 for your records.

I will be delivering hard copies to your office prior to the July 30 deadline.

Thanks and have a great day!

Regards

A handwritten signature in black ink, appearing to read "JT Jordan", written over a horizontal line.

Joseph T Jordan

Vice President Business Papers/Tax Supported Sales

Ovol USA – Houston



Domtar Corporation
234 Kingsley Park Drive Fort Mill, SC 29715

December 6, 2024

SUBJECT: DOMTAR PRICING INFORMATION

To our customers:

Effective with shipments January 13, 2025, our price will increase by 5-8% on the following products:

- ✓ • Office papers
- Converting and Technical papers
- ✓ • Printing and Publishing papers

This increase applies to all pack types.

If you have any questions, please contact your Account Manager.

Sincerely,

A handwritten signature in black ink, appearing to read "Rob Melton".

Rob Melton
Senior Vice President, Commercial
Paper and Packaging

NEENAH - Price Changes
Effective March 19, 2025

Commercial Print, Label & Packaging Brands	~% Increase*
ASTROBRIGHTS® Papers	5.0%
ASTROPARCHE® Papers	5.2%
ATLAS® Bond	5.0%
CAPITOL BOND® Papers	5.0%
CLASSIC COLUMNS® Papers	2.9%
CLASSIC COTTON® Papers	4.4%
CLASSIC CREST® Papers	3.1%
CLASSIC® Embellishment Papers	2.8%
CLASSIC® Laid Papers	3.1%
CLASSIC® Linen Papers	3.0%
CLASSIC® Production Inkjet Papers	3.0%
CLASSIC® Stipple Papers	2.9%
CLASSIC® Techweave Papers	2.9%
CONSERVATION® Papers	4.6%
EAMES™ Papers	5.1%
ENVIRONMENT® Papers	5.2%
EXACT BRIGHTS® Papers	5.2%
EXACT DIGITAL® Color Copy	4.8%
EXACT® Index, Tag, Vellum Bristol Papers	5.1%
GO-TO™ DIGITAL Papers	5.3%
NEENAH® 100% Cotton Papers	4.5%
NEENAH® Pearl Papers	6.0%
OXFORD® Papers	5.1%
ROYAL COTTON® Papers	5.2%
ROYAL SUNDANCE® Papers	5.0%
TOUCHE® Papers	3.1%
UV/ULTRA® II Translucent Papers	4.8%
BELLA® Label Papers	5.1%
CLASSIC® Label Papers	5.3%
ESTATE LABEL® Papers	4.9%
NEENAH® Folding Board	0.0%
NEENAH® Printable Blotter Papers	4.8%
NEENAH IMAGEMAX® Paper Card	5.1%

Publishing & Wide Format Brands	~% Increase*
ALLOY®	0.0%
BALMORAL®	0.0%
CORVON® **	0.0%
HYFLEX® Papers**	0.0%
KIVAR® **	0.0%
KIVARFLEX™	0.0%
LEXIDE®	0.0%
LEXOTONE®	0.0%
MONTELENA®	0.0%
NUVOLUXE®	0.0%
PELLAQ®	0.0%
PERMALEX®	0.0%
SEDONA® Cover	0.0%
SENZO	0.0%
SILKTOUCH	0.0%
SKIVERTEX® **	0.0%
BANNER BRITE Wide Format	5.0%
BLOX-LITE® Wide Format	5.0%
CONVERD® Wide Format	5.0%
DIGISCAPE® Wide Format	5.0%
ENDURA® Wide Format	5.0%
IMAGEASE® Wide Format	5.0%
NEENAH IMAGEMAX® Signage	5.0%

* Represents average % increase for brand. Actual % increase by sku varies.

**Includes all associated sub brands

All corresponding envelopes increase 5%



Thursday, January 2, 2025

Dear Nekoosa Customers,

At Nekoosa, we are committed to providing you with the highest quality and services. In light of rising costs for raw materials, production, and logistics we find it necessary to implement a price increase. We are implementing a 5% price increase on all shipments of Nekoosa branded carbonless sheets, rolls, and padding adhesive on or after Monday, February 3, 2025.

Any amounts ordered over your typical order usage will be billed at the increased price. Our customer service team will review your order and alert you to any changes that need to be made to your order.

Please contact your assigned Nekoosa Business Development Manager if you have any questions.

Thank you for your business and understanding regarding this increase. We appreciate your ongoing partnership and business.

Sincerely,

A handwritten signature in cursive script that reads 'Guy Leigh'.

Guy Leigh
President



JEFFERSON COUNTY PURCHASING DEPARTMENT

Deborah Clark, Purchasing Agent

1149 Pearl Street, Beaumont, TX 77701 Phone: 409-835-8593 Fax: 409-835-8456

MEMORANDUM

To: Commissioners' Court

From: Deborah Clark 
Purchasing Agent

Date: September 9, 2025

Re: Disposal of Scrap Property

Consider and approve, execute, receive and file disposal of scrap metal property. Scrap property to be transported to a metal salvage company and there sold for such price as it may command and return funds to the County.

Thank you.



JEFFERSON COUNTY PURCHASING DEPARTMENT

Scrap
DISPOSAL OF SALVAGE PROPERTY

Date: 8/28/2025
Department: Precinct 1, Road & Bridge
Contact Person: Lori Fountain
Phone: 409-434-5430
Fax: _____
Department Head Approval: [Signature]
Approved in Com. Court: _____

RECEIVED AUG 29 2025



Description of Property	Serial No.	Asset No.	Condition of Property
Trash Trailer (F-17)	TR209105		unrepairable
dump truck bed			unrepairable
sign posts			rusted and unusable
4 washing machines			unusable/unrepairable
2 vacuum cleaners			unusable/unrepairable

03-26-07

ATTEST
DATE

[Signature]
9/4/2025

JEFFERSON COUNTY, TEXAS

[Signature]
Jeff Branick, County Judge

NOTICE OF FEES CHARGED BY THE SHERIFF AND CONSTABLES OF JEFFERSON COUNTY, TEXAS EFFECTIVE January 1, 2026

On the __ day of September 2025, the Commissioners' Court of Jefferson County, Texas, pursuant to the provisions of Section 118.131, Local Government Code, hereby set the following fees to be charged by the offices of Sheriff and Constables of Jefferson County, TX to become effective January 1, 2026

County and District Courts	Service Fee	
Bill of Review	\$100.00	
Citations – All types	\$100.00	
Constable's Deed of Sale (All Courts)	\$100.00	
Ex-Parte Protective Order	\$100.00	
Notice By Publication	\$100.00	
Notice of An Application for A Protective Order	\$100.00	
Notice of Garnishment	\$100.00	
Notice of Hearing	\$100.00	
Notice of Substitute Trustee Sale	\$100.00	
Notice to Show Cause	\$100.00	
Notice to Take Deposition (Oral/Written)	\$100.00	
Notice/Precept to Serve	\$100.00	
Posting Written Notice– All types	\$100.00	
Precept to Serve/Ex Parte Order	\$100.00	
Protective Order	\$100.00	
Subpoena/Summons	\$100.00	
Tax Warrant	\$100.00	
Temporary Ex Parte Protective Order	\$100.00	
Turnover Order (All Courts)	\$ 100.00 up to 2 hours per deputy	
	\$ 75.00 per hour after 2 hours per deputy	
Writ of Attachment (All Courts)	\$200.00	
Writ of Certiorari (All Courts)	\$200.00	
Writ of Execution * Commissions: 7% w/sale(No Maximum) 7% without sale(No Max)	\$200 up to 2 hours per deputy	*
	\$ 75.00 per hour after 2 hours per deputy	
Writ of Garnishment (All Courts)	\$200.00	
Writ of Habeas Corpus (All Courts)	\$200.00	
Writ of Injunction	\$200.00	
Writ of Possession	\$200.00	
	\$ 75.00 per hour after 2 hours per deputy	
Writ of Possession/(non-eviction) Personal Property	\$200.00	
Writ of Re-Entry (All Courts)	\$200.00	
Writ of Sequestration (All Courts)	\$200.00	
Writ of Temporary Injunction/Restraining Order	\$200.00	
Writ of Turnover Order	\$ 200.00 up to 2 hours per deputy	
	\$ 75.00 per hour after 2 hours per deputy	
Writ of Order of Sale (All Courts) *	\$200.00	*
Commissions: 7% with sale (no maximum)		
7% without sale (no maximum)		
Order of Sale/Tax	\$200.00	
Without Order		
Commissions: 7% plus all cost		
7% without order (no maximum)		
<u>Justice of the Peace Courts</u>		
Eviction Citation (Forcible Entry/Detainer)	\$100.00	
Justice Court Citation	\$100.00	
Justice Court Subpoena	\$100.00	
Magistrate Emergency Protective Order	\$100.00	
Notice	\$100.00	
Certified Mail	\$100.00	
Writ of Retrieval	\$ 200.00 up to 2 hours per deputy	
	\$ 75.00 per hour after 2 hours per deputy	
Summons/Subpoenas	\$100.00	
Writ of Assistance for Repossession of Aircraft	\$ 200.00 up to 2 hours per deputy	
	\$ 75.00 per hour after 2 hours per deputy	
Writ of Attachment	\$200.00	
Writ of Execution	\$ 200.00 up to 2 hours per deputy	*
Commissions: 7% with sale (no maximum)	\$ 75.00 per hour after 2 hours per deputy	
7% without sale (no maximum)		
Writ of Possession	\$ 200.00 up to 2 hours per deputy	
	\$ 75.00 per hour after 2 hours per deputy	
Writ of Possession/(non-eviction) Personal Property	\$200.00	
Writ of Sequestration	\$200.00	
Writ of Re-entry	\$200.00	
Notice of Substituted Trustee Sale	\$200.00	
Turn Over Order	\$ 200.00 up to 2 hours per deputy	
	\$ 75.00 per hour after 2 hours per deputy	
Commission to take Oral Deposition	\$200.00	
Local Youth Diversion Administrative Fee	\$50.00	
<u>Warrants</u>		
Criminal Subpoena	\$10.00	
Warrant -AFRS	\$75.00	HB 2282
Warrant for Arrest	\$75.00	HB 2282
Capias Pro Fine	\$75.00	HB 2282
Warrants (All Courts)	\$75.00	HB 2282
Distress Warrants	\$200.00	
ALL OTHER WRITS NOT SPECIFICALLY LISTED	\$200.00	

* With plaintiff to withhold or release levy, withhold collection, cancel or recall writ without Constable completing collection of judgment costs (except Tax Foreclosure Order of Sale) \$500

STATE OF TEXAS §
§
COUNTY OF JEFFERSON §

CONTRACT FOR COUNTY HEALTH AUTHORITY

This County Health Authority Agreement (“Agreement”), dated as September 16, 2025 (“Effective Date”), is entered into by and between Jefferson County, Texas (“County”) and Ezea Ede, M.D, a Texas licensed physician (“Physician”).

WHEREAS, it is in the best interests of the citizens of Jefferson County to contract for medical services to help ensure that medical services for the indigent are available and .

WHEREAS, Dr. Ezea Ede is a duly licensed physician and is fully qualified to provide such services.

RECITALS

1. Jefferson County, Texas is a Texas governmental entity,
2. Physician is licensed to practice medicine in the State of Texas, and
3. Physician is willing to contract with County, on the terms, covenants and conditions hereinafter set forth agree as follows:

EMPLOYMENT, TERM, LICENSE TO PRACTICE AND SERVICE REQUIREMENTS

4. **Term:** This contract shall be effective on the 1st day of October, 2025, and shall continue until the 30th day of September, 2026 (“Initial Term”) and shall automatically renew for additional 1 (one) year terms, unless terminated as provided by this Agreement. The Initial Term and any additional terms together shall constitute the Term of this Agreement.
5. **License to Practice:** Physician possesses and shall maintain a valid and unrestricted license to practice medicine in the State of Texas and shall act at all times during the term of this Agreement in accordance with all applicable state and federal statutes and regulations.

DUTIES OF PHYSICIAN

6. **Duties:** During the Term of this Agreement, Physician shall devote substantially all of his full professional time and efforts to and for the benefit of Jefferson County unless otherwise provided herein. Physician shall render professional medical care and treatment consistent with Physician's licensing and medical specialty, to indigent patients at the Jefferson County Public Health offices. Physician acknowledges and understands that so long as Physician is contracted with Jefferson County under this Agreement, Physician shall do all the following:
- (a) Perform all duties which are necessary to implement and enforce any law to protect the public health and all duties as may be prescribed by the Texas Board of Health.
 - (b) Keep and maintain (or cause to be kept and maintained) in a timely fashion accurate and appropriate medical records in connection with all professional medical services rendered by Physician under this Agreement and timely prepare and attend to, in connection with such services, all reports, claims, and correspondence necessary and appropriate in the circumstances;
 - (c) Establish, maintain and enforce quarantine within Jefferson County when necessary;

- (d) Assist and aid the Texas Board of Health in all matters of local quarantine, inspection, disease prevention and suppression, birth and death statistics and general sanitation within Jefferson County;
- (e) Prescribe to the Texas Board of Health, in such a manner and form and at such times as it shall prescribe, the presence of contagious, infectious, and dangerous epidemic diseases within Jefferson County;
- (f) Report to the Texas Board of Health on all matters as may be proper for it to direct;
- (g) Aiding the Texas Board of Health at all times in the enforcement of all sanitation laws, quarantine regulations, and vital statistics collections in Jefferson County;
- (h) Where it does not interfere with the quality of indigent health care, provide medical services to the employees of Jefferson County;
- (i) Physician shall comply with the ethics of the medical professional and all federal, state, and municipal laws, ordinances, and regulations relating to or regulating the practice of medicine and any subspecialty thereof which Physician is practicing under this Agreement;
- (j) Physician shall participate in professional activities and seminars consistent with the maintenance and improvement of Physician's professional skills.
- (k) Physician shall be courteous and respectful of the rights and dignity of patients with which Physician shall come into contact and shall work cooperatively and with other physicians and administrative staff.
- (l) Participate in development of written protocols for delivery of wellness and minor care services to county employees by a nurse or other qualified health care professional. Said health care professional be an employee of the Commissioners' Court for organizational purposes, but will work under the medical supervision of health authority. Health authority shall be available during business hours (8a.m.-5p.m.), as permitted by his other duties, for telephone for consultation and, when referred according to established protocols, to evaluate, examine, treat and/or refer employees.
- (m) Administer the Indigent Health Care and Treatment Act to provide primary non-obstetric health care to qualified citizens of Jefferson County that are within 125% of the poverty level.

In addition to the above duties the doctor shall perform the following:

- Establish and provide Primary Care to eligible County Residents
- Establish criteria and supervise the daily Juvenile probation health physicals program
- Initiate and oversee the Restaurant Inspection Program
- Develop local and regional health care networks with local and regional health departments, to improve public health in the county
- Provide urgent care to county and courtesy patients
- Provide medical assessment of patients on the "Basic Needs Program"
- Make assessment of current and future public health issues and needs
- Supervise immunization services
- Provide ongoing development of admission criteria, and quality assurance monitoring of local C.H.I.C. patients
- Perform other duties that may be mandated and funded by the Commissioners' Court

7. **Independent Contractor:** Physician is an independent contractor and not an employee of Jefferson County. Physician shall be responsible for the direction, control and supervision of all

medical staff and non-medical staff of the Jefferson County Public Health offices.

8. **No Right to Contract for Jefferson County:** As an independent contractor, Physician has no authority to enter into any contract binding Jefferson County or to create an obligation on behalf of Jefferson County. Any agreements or contracts for the benefit of the Jefferson County Public Health Office must go to the County Judge’s Office of Jefferson County.

9. **Medical Decisions:** Physician’s decisions regarding the diagnosis and treatment of patients are solely the province of Physician, and all such decisions shall be the responsibility of Physician to be rendered in accordance with the standards of medical practice in the community.

10. **Case Records and Histories:** All case records, case histories, x-ray films, or personal and regular files concerning patients consulted, interviewed, examined, treated, or cared for by Physician during Physician’s term under this Agreement shall belong to and remain the property of Jefferson County.

COMPENSATION

11. **Compensation:** County agrees to pay, and Physician agrees to accept the amount of \$158,301.60 annual compensation for his services. Compensation is payable in semi-monthly payments of \$6,595.90. Physician shall also be paid \$7,500 per year automobile allowance, payable monthly at the rate of \$625.00. Physician, at Physician’s own expense, shall furnish Physician’s transportation to the extent required for Physician to perform the services and obligations required of Physician pursuant to this Agreement and shall keep any vehicle used for such purpose properly insured. In addition, physician shall be paid \$900 per year cell phone allowance, payable monthly at the rate of \$75.00.

12. **Malpractice Insurance:** Jefferson County agrees to provide medical malpractice liability insurance coverage for Physician while he is providing services for Jefferson County; this insurance shall be in the amount of \$200,000 per occurrence with a \$600,000 annual aggregate. County will pay approved expenses for medical workshops and conventions for Physician which are approved by the Jefferson County Commissioners’ Court. County reserves the right to alter the amounts of liability coverage at its discretion.

TERMINATION

13. Either party may terminate this agreement upon the giving of 30 days written notice. Notice is sufficient if mailed by certified mail, return receipt requested, to:

County:	County Judge Jeff Branick 1149 Pearl Street Jefferson County Courthouse Beaumont, Texas 77701
Doctor:	Ezea Ede, M.D. 7550 Cora Creek Drive Beaumont, Texas 77707

14. In addition, this contract may be terminated immediately if any of the following conditions exist or occur:

- (a) The suspension, limitation, revocation, or cancellation of Physician’s license to practice medicine in the State of Texas.
- (b) County’s inability to procure professional liability coverage for Physician.
- (c) The conviction of Physician of a felony or misdemeanor involving drugs or moral

turpitude.

- (d) Death of Physician.

15. **For Cause Termination by County:** This Agreement may be terminated for cause by County upon the occurrence of any of the following events which remains uncured for a period of ten (10) days following notice to Physician:

- (a) Physician's failure or refusal to perform faithfully and diligently the duties required under this Agreement or to comply with the provisions of this Agreement;
- (b) Physician's failure or refusal to substantially comply with community standards of care and/or state regulations;
- (c) Physician's engaging in conduct amounting to fraud, dishonesty, gross negligence, willful misconduct, or conduct that is unprofessional or unethical;
- (d) In the event that failure to terminate Physician's contract would be inconsistent with, or detrimental to, appropriate patient care;
- (e) Physician commits a breach of any obligation under this Agreement, provided Physician has not remedied the violation to the reasonable satisfaction of County or provided a plan to remedy such violation, within fifteen (15) days of receipt of written notice of the violation from County, which notice shall state with reasonable particularity the alleged violation;
- (f) Impairment caused by habitual drunkenness or drug addiction;
- (g) Failure or refusal of Physician to provide County with information reasonably requested by County for County to evaluate whether Physician is in violation of this Agreement or has committed any act or omission which might constitute cause for termination.

16. **For Cause Termination by Physician:** This Agreement may be terminated for cause by Physician upon the occurrence of any of the following events:

- (a) Failure of County to pay to Physician any undisputed amount of compensation.
- (b) County's termination of the position of County Health Authority.

MISCELLANEOUS

17. This agreement constitutes the entire understanding between the parties and no other agreements, understandings, representations or warranties other than those specifically set out in this agreement shall be binding on any of the parties hereto. All parties acknowledge that no inducements or promises, oral or otherwise, have been made by any party or anyone acting on behalf of any party, that are not embodied in this agreement.

18. The parties mutually acknowledge and understand that the services of Physician herein contracted for are professional services, the delivery of which are subject to the exercise of reasonable medical judgment, both as to the manner and time of performance. County shall have no right to demand performance at any unreasonable specific time.

19. Nothing in this agreement shall be construed or deemed to create the existence of an

employer/employee relationship. Physician shall at all times be an independent contractor to the county and county shall have no duty or right to control the manner of performance of any obligation imposed upon doctor by this agreement.

20. **Governing Law:** THIS AGREEMENT SHALL BE INTERPRETED, CONSTRUED, AND GOVERNED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS. EXCLUSIVE VENUE FOR ANY ACTIONS ARISING UNDER THIS AGREEMENT SHALL BE IN A COURT OF COMPETENT JURISDICTION IN JEFFERSON COUNTY, TEXAS.

21. **Authority to Contract:** Each Party represents and warrants that such Party is authorized to enter this Agreement and to be bound by its terms.

22. **Modification:** This Agreement shall not be modified or amended except by a written document executed by both Parties to this Agreement, and such written modification(s) shall be attached to this Agreement.

23. **Assignment:** This Agreement shall not be assigned by Physician.

24. **No Third Party Rights:** Nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies on any persons other than the Parties and their respective and permitted assigns, nor is anything in this Agreement intended to relieve or discharge the obligation or liability of any third persons to any Party, or to give any third persons any right of subrogation or action against any Party.

25. **Dispute Resolution:** In the event of any dispute between the Parties arising out of or relating to this Agreement, or the alleged breach thereof, the Parties shall promptly meet in a good faith effort to resolve the dispute. If the dispute is not resolved within 30 days after the first meeting on that topic, each Party shall be free to pursue and exercise any and all legal rights and remedies available to them. The Parties shall be free to submit any unresolved dispute to any form of alternative dispute resolution they deem appropriate or, absent such agreement, the dispute shall be submitted to the state courts located in Jefferson County, Texas, which forum, the Parties specifically agree, is a proper and convenient forum. The Parties further agree to submit to the jurisdiction of the state located in Jefferson County, Texas, and waive the right to challenge personal jurisdiction and/or subject matter jurisdiction in said courts. EACH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION ARISING OUT THIS AGREEMENT.

26. **Entire Agreement:** THIS AGREEMENT CONSTITUTES THE SOLE AND COMPLETE UNDERSTANDING OF THE PARTIES AND SUPERSEDES ANY PRIOR WRITTEN OR ORAL AGREEMENTS OR UNDERSTANDINGS BETWEEN THEM CONCERNING THE SUBJECT MATTER OF THIS AGREEMENT. THIS AGREEMENT CONTAINS THE ENTIRE AGREEMENT BETWEEN THE PARTIES CONCERNING THE SUBJECT MATTER OF THIS AGREEMENT.

27. **Physician Representation:** Physician represents and warrants that, to the best of his knowledge, Physician is not currently a party to any lawsuits or investigations involving Physician's practice of medicine. Physician further represents and warrants that, to the best of his knowledge, Physician knows of no facts that would reasonably cause him to believe that such an action or investigation would be initiated. Physician shall promptly notify Jefferson County of any pending or threatened malpractice claim or demand for payment made against Physician, or incident which is

likely to give rise thereto, and provide such related information as to such claim, demand, or incident. Furthermore, Physician shall promptly notify Jefferson County of any action or investigation taken by any licensure board to restrict or revoke Physician’s license to practice medicine.

Executed on this ____ day of _____, 2025.

Ezea Ede, M.D.

Jefferson County, Texas
by Jeff Branick.
County Judge



PRECINCT 1, PLACE 1
(409) 835-8522 PHONE
(409) 835-8523 FAX

1085 PEARL ST, ROOM 105
BEAUMONT, TX 77701

JUDGE NAOMI DOYLE
JUSTICE OF THE PEACE

RE: TRANSFER OF FUNDS

Greetings,

I am writing to formally request that \$271 be transferred from my 120-2041-412.30-84 account AND \$229 from 120-2041-412.30-10. Both to be transferred into my 120-2041-412.40-52 "POSTAGE" account.

These funds will be used to for additional postage needs for this fiscal year.

Please let me know if you require any further information.

Best Regards,
Judge Naomi Doyle

To: Rebekah

From: Mike Trahan

Date: September 3, 2025

Re: Budget Transfer-For Equipment attachment (Box Blade).

Rebekah

I need to request a transfer of \$12,600.00 from account 112-0209-431-6042, Trucks & Trailers, and \$8,000.00 from account 112-0205-431-3034 Diesel. And \$2,400.00 from account 112-0202-431-3079 Crushed Stone to account 112-0209-431-6011, Capital-Road Machinery. This is to purchase an Attachment (Box Blade, BB121, 84" 2000).

I do understand that this transfer has to go through Commissioner's Court, so please see that this item is put on the next Commissioner's Court Agenda.

Thanks for your help.

Mike Trahan

Superintendent, Road and Bridge Pct. 2

Jefferson County

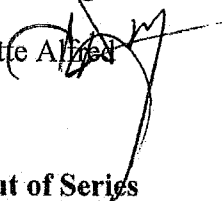


Precinct Four

Everette "Bo" Alfred
Commissioner

P.O. Box 4025
Beaumont, Texas 77704-4025
409-835-8443 phone
www.co.jefferson.tx.us/prct4/index.html

MEMO

TO: Ms. Rebekah Patin, Auditing
FROM: Commissioner Everette Alfred 
DATE: September 3, 2025
RE: **Transfer Funds –Out of Series**

Please make the following transfer as indicated. Thank you.

- Transfer **\$6,000** from account # 114-0402-431.10-28 (Laborers) into account # 114-0405-431.40-09 (Buildings and Grounds) for additional cost building maintenance.

EA/nr

PGM: GMCOMMV2	DATE 09-09-2025	PAGE: 1
NAME	AMOUNT	CHECK NO. 126 TOTAL
JURY FUND		
DAWN DONUTS	43.50	531672
CHAPMAN VENDING	335.55	531703
		379.05**
ROAD & BRIDGE PCT.#1		
ABLE FASTENER, INC.	31.50	531546
W.W. GRAINGER, INC.	2,059.67	531575
CASH ADVANCE ACCOUNT	1,494.19	531581
ACE IMAGEWEAR	43.09	531596
AT&T	47.66	531601
VERIZON WIRELESS	75.98	531616
ON TIME TIRE	175.00	531650
ADVANCE AUTO PARTS	230.21	531657
ASCO	4,395.00	531658
MARTIN MARIETTA MATERIALS	18,623.52	531670
MASSEY SERVICES INC	40.00	531736
		27,215.82**
ROAD & BRIDGE PCT.#2		
SPIDLE & SPIDLE	3,087.17	531550
CITY OF NEDERLAND	61.20	531558
EASTEX RUBBER & GASKET	47.35	531566
ENTERGY	255.72	531577
M&D SUPPLY	9.82	531583
RITTER @ HOME	106.95	531592
ACE IMAGEWEAR	19.92	531596
SMART'S TRUCK & TRAILER, INC.	363.73	531598
TRIANGLE ENGINE DIST.	223.40	531603
TRI-CITY FASTENER & SUPPLY	13.10	531604
BUMPER TO BUMPER	347.68	531629
ODP BUSINESS SOLUTIONS, LLC	148.42	531717
		4,684.46**
ROAD & BRIDGE PCT. # 3		
A&A EQUIPMENT	419.23	531545
ENTERGY	578.03	531577
ACE IMAGEWEAR	84.00	531596
AT&T	50.84	531601
VERIZON WIRELESS	37.99	531616
TEXAS GAS SERVICE	231.44	531624
ALL SERV INDUSTRIAL LLC	316.30	531638
		1,717.83**
ROAD & BRIDGE PCT.#4		
ABLE FASTENER, INC.	152.79	531546
ACTION OIL SERVICE, INC.	75.00	531548
SPIDLE & SPIDLE	1,503.53	531550
CINTAS, INC.	282.14	531555
CITY OF BEAUMONT - WATER DEPT.	25.18	531556
ENTERGY	1,508.78	531577
H.D. INDUSTRIES, INC.	63.77	531578
CASH ADVANCE ACCOUNT	1,471.39	531581
M&D SUPPLY	191.73	531583
PORT ARTHUR NEWS, INC.	87.00	531589
SMART'S TRUCK & TRAILER, INC.	64.66	531598
COUNTY HOME AND RANCH LP	150.93	531646
ON TIME TIRE	150.00	531650
SAM'S CLUB DIRECT	279.98	531652
SHOPPA'S FARM SUPPLY	147.94	531664
CINTAS CORPORATION	156.13	531674
O'REILLY AUTO PARTS	375.93	531686
WASHINGTON COUNTY TRACTOR, INC	1,656.56	531705
ODP BUSINESS SOLUTIONS, LLC	100.55	531717
MODERN CONCRETE & MATERIALS LLC	739.10	531726
DOGGETT FORD OF BEAUMONT	218.88	531728
CELLGATE	117.00	531729
		9,518.97**
PARKS & RECREATION		
CITY OF PORT ARTHUR - WATER DEPT.	87.25	531557
ENTERGY	135.71	531577

PGM: GMCOMMV2	DATE 09-09-2025	PAGE: 2
NAME	AMOUNT	CHECK NO. 127 TOTAL
M&D SUPPLY	76.39	531583
VERIZON WIRELESS	37.99	531616
LOWE'S HOME CENTERS, INC.	486.14	531622
ALL TERRAIN EQUIPMENT CO	449.20	531680
GENERAL FUND		1,272.68**
JEFFERSON CTY. CLERK	2.77	531547
THE EXAMINER	300.00	531568
TAX OFFICE		302.77*
CONSOLIDATED ELECTRICAL DIST INC.	1,038.41	531563
AT&T	95.88	531601
UNITED STATES POSTAL SERVICE	443.59	531619
CUMMINS-ALLISON CORP	2,718.00	531654
ODP BUSINESS SOLUTIONS, LLC	705.91	531717
AUTOMATED CONFIRMATIONS INC	73.39	531738
COUNTY HUMAN RESOURCES		5,075.18*
MOORMAN & ASSOCIATES, INC.	340.00	531585
UNITED STATES POSTAL SERVICE	11.18	531619
BAPTIST PHYSICIAN NETWORK	84.00	531621
MCKENNA BERTRAND	27.96	531714
AMAZON CAPITAL SERVICES	139.97	531722
AUDITOR'S OFFICE		603.11*
SOUTHEAST TEXAS WATER	239.70	531600
CDW COMPUTER CENTERS, INC.	92.45	531610
UNITED STATES POSTAL SERVICE	6.21	531619
COUNTY CLERK		338.36*
FED EX	43.26	531572
UNITED STATES POSTAL SERVICE	217.58	531619
BEAUMONT CHAMBER FOUNDATION	800.00	531684
COUNTY JUDGE		1,060.84*
UNITED STATES POSTAL SERVICE	1.77	531619
KIMBERLY PHELAN, P.C.	2,250.00	531632
DUNHAM HALLMARK, PLLC	500.00	531645
THE LAW OFFICE OF CHRISTY L CAUTHEN	500.00	531731
VALECIA R TIZENO ATTORNEY AT LAW	500.00	531742
EVA COLETTE SHELANDER	450.00	531748
RISK MANAGEMENT		4,201.77*
UNITED STATES POSTAL SERVICE	3.54	531619
TEXAS PRIMA	570.00	531634
ODP BUSINESS SOLUTIONS, LLC	24.99	531717
AMAZON CAPITAL SERVICES	1,101.95	531722
COUNTY TREASURER		1,700.48*
UNITED STATES POSTAL SERVICE	181.48	531619
PRINTING DEPARTMENT		181.48*
LINDENMEYR MUNROE	976.75	531701
PURCHASING DEPARTMENT		976.75*
PORT ARTHUR NEWS, INC.	661.20	531588
UNITED STATES POSTAL SERVICE	2.96	531619
GENERAL SERVICES		664.16*
CASH ADVANCE ACCOUNT	25.00	531581

PGM: GMCOMMV2	DATE 09-09-2025	PAGE: 3
NAME	AMOUNT	CHECK NO. 128 TOTAL
VERIZON WIRELESS	462.02	531615
CROWN CASTLE INTERNATIONAL	2,059.98	531627
FIBERLIGHT LLC	2,009.00	531699
		4,556.00*
DATA PROCESSING		
CDW COMPUTER CENTERS, INC.	417.04	531610
VERIZON WIRELESS	125.98	531616
ZACKARY BULLION	602.70	531732
		1,145.72*
VOTERS REGISTRATION DEPT		
UNITED STATES POSTAL SERVICE	49.58	531619
		49.58*
ELECTIONS DEPARTMENT		
CASH ADVANCE ACCOUNT	982.50	531581
FREDRICK C CRIBBS II	1,260.65	531667
AT&T MOBILITY	161.39	531671
		2,404.54*
DISTRICT ATTORNEY		
FED EX	20.81	531571
UNITED STATES POSTAL SERVICE	188.31	531619
TND WORKWEAR CO LLC	200.90	531677
ODP BUSINESS SOLUTIONS, LLC	69.30	531717
CAMEO TRAVEL SERVICE	2,037.41	531718
AMAZON CAPITAL SERVICES	46.39	531722
ARMSTRONG FORENSIC LABORATORY INC	100.00	531750
		2,663.12*
DISTRICT CLERK		
UNITED STATES POSTAL SERVICE	560.46	531619
ODP BUSINESS SOLUTIONS, LLC	186.96	531717
AMAZON CAPITAL SERVICES	407.97	531722
		1,155.39*
CRIMINAL DISTRICT COURT		
EDWARD B. GRIPON, M.D., P.A.	1,095.00	531576
UNITED STATES POSTAL SERVICE	1.48	531619
KIMBERLY R. BROUSSARD	2,964.50	531636
WILLIAM MARCUS WILKERSON	900.00	531655
		4,960.98*
58TH DISTRICT COURT		
UNITED STATES POSTAL SERVICE	2.96	531619
		2.96*
60TH DISTRICT COURT		
UNITED STATES POSTAL SERVICE	1.48	531619
		1.48*
136TH DISTRICT COURT		
LEXIS-NEXIS	227.79	531620
		227.79*
252ND DISTRICT COURT		
THOMAS J. BURBANK PC	1,800.00	531554
EDWARD B. GRIPON, M.D., P.A.	6,660.00	531576
KIRKSEY'S SPRINT PRINTING	21.80	531582
WENDELL RADFORD	800.00	531590
UNITED STATES POSTAL SERVICE	.74	531619
LAURIE PEROZZO	800.00	531641
THE LAW OFFICE OF CHRISTY L CAUTHEN	1,500.00	531731
		11,582.54*
279TH DISTRICT COURT		
UNITED STATES POSTAL SERVICE	1.48	531619
LANGSTON ADAMS	1,870.00	531623
JOEL WEBB VAZQUEZ	660.00	531628
KIMBERLY PHELAN, P.C.	2,530.00	531632
BRITTANIE HOLMES	110.00	531653
BUDDIE J HAHN	102.06	531693

PGM: GMCOMMV2	DATE	PAGE: 4
NAME	09-09-2025	
	AMOUNT	CHECK NO. 129 TOTAL
THE PARDUE LAW FIRM, PLLC	440.00	531696
317TH DISTRICT COURT		5,713.54*
UNITED STATES POSTAL SERVICE	.74	531619
LANGSTON ADAMS	1,050.00	531623
		1,050.74*
JUSTICE COURT-PCT 1 PL 1		
KIRKSEY'S SPRINT PRINTING	24.95	531582
SOUTHEAST TEXAS WATER	44.70	531599
UNITED STATES POSTAL SERVICE	135.94	531619
		205.59*
JUSTICE COURT-PCT 1 PL 2		
UNITED STATES POSTAL SERVICE	11.34	531619
		11.34*
JUSTICE COURT-PCT 6		
UNITED STATES POSTAL SERVICE	19.82	531619
ODP BUSINESS SOLUTIONS, LLC	245.52	531717
		265.34*
JUSTICE COURT-PCT 7		
AT&T	48.22	531601
		48.22*
COUNTY COURT AT LAW NO.1		
UNITED STATES POSTAL SERVICE	10.36	531619
		10.36*
COUNTY COURT AT LAW NO. 2		
TODD W LEBLANC	350.00	531549
A. MARK FAGGARD	350.00	531569
EDWARD B. GRIPON, M.D., P.A.	2,385.00	531576
JOHN EUGENE MACEY	350.00	531584
UNITED STATES POSTAL SERVICE	18.50	531619
JOEL WEBB VAZQUEZ	350.00	531628
LAURIE PEROZZO	350.00	531641
MATUSKA LAW FIRM	350.00	531663
LAW OFFICE OF GILES R COLE & ASSOC	400.00	531702
		4,903.50*
COUNTY COURT AT LAW NO. 3		
TODD W LEBLANC	1,200.00	531549
JACK LAWRENCE	350.00	531551
A. MARK FAGGARD	350.00	531569
NATHAN REYNOLDS, JR.	425.00	531591
JENNIFER DELAGE	425.00	531675
LAW OFFICE OF GILES R COLE & ASSOC	350.00	531702
THE LAW OFFICE OF CHRISTY L CAUTHEN	400.00	531731
BLUE TRITON BRANDS INC	29.98	531745
		3,529.98*
COURT MASTER		
LAWRENCE E THORNE III	4,075.37	531643
RICHARD D HUGHES ATTORNEY AT LAW	1,500.00	531700
		5,575.37*
COMMUNITY SUPERVISION		
CHARTER COMMUNICATIONS	170.86	531713
		170.86*
SHERIFF'S DEPARTMENT		
FED EX	7.83	531573
GT DISTRIBUTORS, INC.	75.99	531574
AT&T	99.66	531601
OCARC INC	1,200.00	531606
UNITED STATES POSTAL SERVICE	2,844.43	531619
LOWE'S HOME CENTERS, INC.	1,043.10	531622
FIVE STAR FEED	141.85	531625
TEXAS ASSOC OF HOSTAGE NEGOTIATORS	50.00	531647
RITA HURT	2,200.00	531649

PGM: GMCOMMV2	DATE 09-09-2025	PAGE: 5
NAME	AMOUNT	CHECK NO. 130 TOTAL
GALLS LLC	787.93	531669
M&R FLEET SERVICES, INC.	2,033.26	531687
COTTON CARGO	342.00	531691
CHARTER COMMUNICATIONS	130.68	531711
ODP BUSINESS SOLUTIONS, LLC	61.47	531717
BEAUMONT OCCUPATIONAL SERVICES	366.60	531724
NATIONAL CHILD ID PROGRAM	432.50	531741
		11,817.30*
CRIME LABORATORY		
THREADS	268.00	531617
AFOAM	425.00	531626
SIRCHIE FINGER PRINT LABORATORIES	400.34	531644
VECTOR SECURITY	214.00	531679
AIRGAS USA, LLC	441.16	531688
AMAZON CAPITAL SERVICES	27.42	531722
		1,775.92*
JAIL - NO. 2		
BEAUMONT TRACTOR COMPANY	68.12	531553
J.S. EDWARDS & SHERLOCK INS. AGENCY	426.00	531567
ENTERGY	43,020.35	531577
SCOOTER'S LAWNMOWERS	139.38	531595
TRIANGLE ENGINE DIST.	11.60	531603
LOWE'S HOME CENTERS, INC.	897.20	531622
INTERCONTINENTAL JET CORP	613.95	531630
INDUSTRIAL & COMMERCIAL MECHANICAL	86,835.30	531651
KENNETH HARRELL	52.95	531659
GALLS LLC	490.90	531669
WORKQUEST	2,521.40	531704
SPINDLETOP PLUMBING	1,400.00	531707
ODP BUSINESS SOLUTIONS, LLC	1,808.76	531717
GUARDIAN RFID	45,995.00	531727
MASSEY SERVICES INC	1,800.00	531736
PTS OF AMERICA LLC	4,820.00	531744
		190,900.91*
JUVENILE PROBATION DEPT.		
VERIZON WIRELESS	54.20	531616
UNITED STATES POSTAL SERVICE	2.22	531619
HIGGINBOTHAM INSURANCE AGENCY INC	71.00	531666
AMARI COLA	56.56	531752
		183.98*
JUVENILE DETENTION HOME		
GULF COAST ELECTRIC CO., INC.	376.06	531635
CAT5 RESOURCES LLC	1,303.09	531665
AMERICAN RED CROSS	40.00	531668
		1,719.15*
CONSTABLE PCT 1		
VERIZON WIRELESS	265.15	531616
UNITED STATES POSTAL SERVICE	20.59	531619
AMAZON CAPITAL SERVICES	208.96	531722
		494.70*
CONSTABLE-PCT 2		
VERIZON WIRELESS	113.97	531616
		113.97*
CONSTABLE-PCT 4		
VERIZON WIRELESS	113.97	531616
		113.97*
CONSTABLE-PCT 6		
FAST SIGNS, INC.	135.00	531570
KIRKSEY'S SPRINT PRINTING	50.20	531582
VERIZON WIRELESS	113.97	531616
UNITED STATES POSTAL SERVICE	32.71	531619
ODP BUSINESS SOLUTIONS, LLC	145.12	531717
		477.00*
CONSTABLE PCT. 7		

PGM: GMCOMMV2	DATE	PAGE: 6
NAME	09-09-2025	
	AMOUNT	CHECK NO. 131 TOTAL
VERIZON WIRELESS	113.97	531616
JIM'S FIREARMS & SHOOTERS SUPPLIES	500.00	531690
AMAZON CAPITAL SERVICES	285.11	531722
		899.08*
CONSTABLE PCT. 8		
VERIZON WIRELESS	113.97	531616
		113.97*
COUNTY MORGUE		
PROCTOR'S MORTUARY INC	10,500.00	531642
		10,500.00*
AGRICULTURE EXTENSION SVC		
CASH ADVANCE ACCOUNT	1,933.57	531581
UNITED STATES POSTAL SERVICE	3.18	531619
HALLEE M SMITH	25.05	531706
AMAZON CAPITAL SERVICES	99.10	531722
		2,060.90*
HEALTH AND WELFARE NO. 1		
CLAYBAR FUNERAL HOME, INC.	900.00	531559
PETTY CASH - N C WELFARE	30.00	531587
UNITED STATES POSTAL SERVICE	86.31	531619
EZEAL D EDE MD	3,140.91	531697
TEXAS MEDICAL LIABILITY TRUST	976.50	531698
ODP BUSINESS SOLUTIONS, LLC	553.91	531717
BLUE TRITON BRANDS INC	103.42	531746
		5,791.05*
HEALTH AND WELFARE NO. 2		
CLAYBAR FUNERAL HOME, INC.	900.00	531560
AT&T	48.22	531601
EZEAL D EDE MD	3,140.91	531697
TEXAS MEDICAL LIABILITY TRUST	976.50	531698
CHARTER COMMUNICATIONS	208.53	531712
		5,274.16*
NURSE PRACTITIONER		
MCKESSON MEDICAL-SURGICAL INC	8,050.11	531611
BAK GLOBAL LLC	100.00	531723
		8,150.11*
ENVIRONMENTAL CONTROL		
AT&T	48.22	531601
		48.22*
INDIGENT MEDICAL SERVICES		
VERIZON WIRELESS	78.21	531616
CARDINAL HEALTH 110 INC	13,426.92	531660
OUTCOMES OPERATING INC	170.10	531733
		13,675.23*
MAINTENANCE-BEAUMONT		
JOHNSTONE SUPPLY	1,707.17	531552
CITY OF BEAUMONT - WATER DEPT.	270.17	531556
ECOLAB	266.85	531565
W.W. GRAINGER, INC.	190.91	531575
ENTERGY	37,232.81	531577
SANITARY SUPPLY, INC.	1,920.52	531594
ACE IMAGEWEAR	814.68	531596
CENTERPOINT ENERGY RESOURCES CORP	671.60	531631
SHERWIN-WILLIAMS	200.76	531639
A1 FILTER SERVICE COMPANY	927.50	531648
ADVANTAGE INTERESTS INC	3,330.00	531681
AAA ACTION SEPTIC SERVICE LLC	425.00	531730
		47,957.97*
MAINTENANCE-PORT ARTHUR		
CITY OF PORT ARTHUR - WATER DEPT.	820.85	531557
ALL-PHASE ELECTRIC SUPPLY	217.80	531562
DRAGO HARDWARE CO.	30.60	531564
M&D SUPPLY	99.99	531583

PGM: GMCOMMV2	DATE 09-09-2025	PAGE: 7
NAME	AMOUNT	CHECK NO. 132 TOTAL
SANITARY SUPPLY, INC.	84.40	531594
AT&T	586.32	531601
LOWE'S HOME CENTERS, INC.	67.95	531622
ALLIED ELECTRICAL SYSTEMS&SOLUTIONS	95.00	531637
PARKER'S BUILDING SUPPLY	55.99	531719
		2,058.90*
MAINTENANCE-MID COUNTY		
CITY OF NEDERLAND	177.51	531558
ENTERGY	491.76	531577
A1 FILTER SERVICE COMPANY	99.50	531648
		768.77*
SERVICE CENTER		
CINTAS, INC.	201.26	531555
HI-LINE	632.59	531579
J.K. CHEVROLET CO.	22.90	531580
SANITARY SUPPLY, INC.	225.94	531594
FASTENAL	214.70	531609
JEFFERSON CTY. TAX OFFICE	7.50	531613
JEFFERSON CTY. TAX OFFICE	7.50	531614
BUMPER TO BUMPER	2,298.12	531629
SILSBEE FORD INC	280.28	531661
CINTAS CORPORATION	97.17	531674
DELTA FOREMOST CHEMICAL CORPORATION	421.16	531694
TRIANGLE EQUIPMENT II LLC	140.05	531735
		4,549.17*
VETERANS SERVICE		
ODP BUSINESS SOLUTIONS, LLC	515.01	531717
		515.01*
		375,299.28**
MOSQUITO CONTROL FUND		
CITY OF NEDERLAND	72.07	531558
ACE IMAGEWEAR	76.70	531596
AT&T	49.43	531601
TEXAS DEPARTMENT OF AGRICULTURE	75.00	531673
O'REILLY AUTO PARTS	518.18	531686
ECOLOGY SUPPLIES USA LLC	768.36	531737
		1,559.74**
J.C. FAMILY TREATMENT		
MARY BEVIL	731.50	531695
		731.50**
JUVENILE PROB & DET. FUND		
EDWARD B. GRIPON, M.D., P.A.	2,150.00	531576
VERIZON WIRELESS	71.16	531616
		2,221.16**
COMMUNITY SUPERVISION FND		
SAM HOUSTON STATE UNIVERSITY	450.00	531593
TDCAA BOOK ORDERS	233.00	531602
INTERFACE EAP, INC	1,584.00	531607
UNITED STATES POSTAL SERVICE	34.04	531619
ODP BUSINESS SOLUTIONS, LLC	1,080.25	531717
		3,381.29**
DRUG DIVERSION PROGRAM		
ODP BUSINESS SOLUTIONS, LLC	1,048.62	531717
		1,048.62**
DEPUTY SHERIFF EDUCATION		
CASH ADVANCE ACCOUNT	1,941.10	531581
CON10GENCY CONSULTING LLC	4,475.54	531747
		6,416.64**
CONST. PCT 1 EDUCATION		
CASH ADVANCE ACCOUNT	1,226.19	531581
		1,226.19**
TAX OFFICE AUTO DEALER		

PGM: GMCOMMV2	DATE 09-09-2025	PAGE: 8
NAME	AMOUNT	CHECK NO. 133 TOTAL
SHERWIN-WILLIAMS CO.	1,138.80	531597 1,138.80**
J.P. COURTROOM TECH. FUND		
CDW COMPUTER CENTERS, INC.	73.91	531610
VERIZON WIRELESS	151.96	531616 225.87**
HOTEL OCCUPANCY TAX FUND		
CINTAS, INC.	310.80	531555
CITY OF BEAUMONT - WATER DEPT.	413.38	531556
M&D SUPPLY	24.00	531583
PORT ARTHUR NEWS, INC.	174.00	531588
LA RUE ROUGEAU	122.50	531633
GRINNELL COMPUTERS	239.60	531676
FERGUSON ENTERPRISES INC	123.48	531678
REXEL USA INC	98.41	531683
VICTORIA SCHULTZ	56.00	531692
GEORGE WEST	11.20	531710
ODP BUSINESS SOLUTIONS, LLC	73.86	531717 1,647.23**
AIRPORT FUND		
SPIDLE & SPIDLE	3,945.19	531550
BEAUMONT TRACTOR COMPANY	1,124.56	531553
CINTAS, INC.	142.89	531555
CITY OF NEDERLAND	539.30	531558
COASTAL WELDING SUPPLY INC	540.00	531561
SANITARY SUPPLY, INC.	73.06	531594
VERIZON WIRELESS	37.99	531616
UNITED STATES POSTAL SERVICE	.74	531619
LOWE'S HOME CENTERS, INC.	660.17	531622
INTERSTATE ALL BATTERY CENTER - BMT	79.20	531640
A1 FILTER SERVICE COMPANY	624.75	531648
CRAWFORD ELECTRIC SUPPLY COMPANY	99.99	531656
SOUTHEAST TEXAS PARTS AND EQUIPMENT	160.08	531662
GALLS LLC	226.65	531669
HARTJE GRAHAM AIR CONDITIONING	1,225.75	531685
TITAN AVIATION FUELS	39,677.29	531689
SUNSTATE EQUIPMENT CO., LLC	109.25	531708
MASSEY SERVICES INC	22.00	531736 49,288.86**
SE TX EMP. BENEFIT POOL		
EXPRESS SCRIPTS INC	1.00	531682
LIVINITI LLC	209,001.53	531739
RXCOMPASS LLC	18,354.00	531740
LANTERN SPECIALTY CARE	201.25	531743 227,557.78**
BAIL BONDING FUND		
THE ESTATE OF RONNIE LEBLANC	20,000.00	531751 20,000.00**
SHERIFF'S FORFEITURE FUND		
ARCTIC SHELL INC	12,466.00	531720 12,466.00**
JUSTICE COURT SUPPORT FND		
VERIZON WIRELESS	37.99	531616 37.99**
LANGUAGE ACCESS FUND		
RUBEN ZAPATA	200.00	531725 200.00**
ARPA CORONAVIRUS RECOVERY		
MOTOROLA SOLUTIONS INC	99,708.00	531608 99,708.00**
ELECTION SECURITY GRANT		
STEEPMEADOW SOLUTIONS, LLC	188.20	531709 188.20**
J C ASSISTANCE DISTRICT 4		

PGM: GMCOMMV2	DATE	PAGE: 9
NAME	09-09-2025	
	AMOUNT	CHECK NO. 134 TOTAL
ENTERGY	11.19	531577 11.19**
CNTY & DIST COURT TECH FD		
VERIZON WIRELESS	113.97	531616 113.97**
MARINE DIVISION		
CITY OF NEDERLAND	26.20	531558
OVERHEAD DOOR CO.	2,964.00	531586
TRI-CON, INC.	13,120.80	531605
ADVANCED SYSTEMS & ALARM SERVICES,	626.00	531612
SILSBEE FORD INC	66,910.35	531661
PATRIOT AIRBOAT CORP	200.00	531734
RUMALDO DELEON	3,200.00	531749
		87,047.35**
SHERIFF - COMMISSARY		
AMAZON CAPITAL SERVICES	799.80	531722 799.80**
		937,104.27***



**AGREEMENT
BETWEEN
JEFFERSON COUNTY COMMISSIONERS COURT
AND
LAMAR UNIVERSITY
(ON BEHALF OF THE LAMAR UNIVERSITY SETCAST)**

PURPOSE OF THIS AGREEMENT:

The purpose of this Agreement is to define the responsibilities of Lamar University by and through its Lamar University SETCAST, and Jefferson County Commissioners Court (JCCC), as it pertains to the SETCAST program and summarizes the understandings of both parties in relation to the video production services provided for the JCCC's meetings.

CONTRACT TERM: This Agreement is for services provided from September 1, 2025 to August 31, 2026, unless terminated by either party giving thirty (30) days written notice to the other.

DUTIES OF JCCC:

- a) Provide SETCAST with a schedule and agenda for all regular meetings of JCCC, and
- b) Provide location in the meeting room for the camera operator to setup the equipment needed to tape the meetings, and
- c) Provide an audio outlet for the camera operator to plug into the meeting room sound system.

DUTIES OF SETCAST:

- a) Provide video production services of each scheduled regular or special meetings of JCCC, and
- b) Provide any postproduction work needed to broadcast the videotapes/DVD's, and
- c) Provide the delivery of the of the videotapes/DVD's to proper site for their broadcast, and
- d) Supply all equipment and supplies needed to produce videotapes of the meetings, and
- e) Provide copies of all JCCC meetings.

COMPENSATION TO SETCAST:

- a) JCCC agrees to pay Twelve Thousand Eight Hundred Seventy-Three Dollars and Ninety-Seven Cents (\$12,873.97) to Lamar University for services outlined above.
- b) Payment will be made to Lamar University upon delivery of this agreement and invoice.

GENERAL PROVISIONS:

1. **Liability:** To the extent permitted by Texas law, each party agrees to indemnify and hold harmless the other from the negligent acts of its own employees, and agents. Notwithstanding any provision of this contract, nothing herein shall be construed as a waiver by either party of its constitutional, statutory or common law rights, privileges,



immunities or defenses. To the extent the terms of this paragraph conflicts with any other provision in this agreement, the terms of this paragraph shall control.

2. **Venue:** This Agreement shall be governed, construed and enforced in accordance with the laws of the State of Texas. Any legal action relating to this Agreement shall be brought in Jefferson County, Texas.
3. **Disputes:** If a dispute, or controversy, or claim arises out of or relates to this Agreement, the parties will make a good faith attempt to resolve the issues. If the dispute cannot be settled by the parties, the parties agree to follow the dispute resolution process in Chapter 2260 of the Texas Government Code.
4. **Nondiscrimination:** In their execution of this agreement, the parties and others acting by or through them shall comply with all federal and state laws prohibiting discrimination, harassment, and sexual misconduct. Any breach of this covenant may result in termination of this agreement.
5. The parties will comply with all applicable federal, state, and local laws, ordinances and regulations in the performance of this Agreement.
6. This Agreement constitutes the sole and only agreement of the parties hereto and supersedes any prior understandings or written or oral agreements between the parties pertaining to the subject matter herein. The parties may not amend this Agreement except in writing, dated after the date of this agreement and signed by each party's representative. This Agreement will become effective upon signatures by the authorized representatives of Lamar University and JCCC.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized representatives below.

For: **LAMAR UNIVERSITY**

By: Cynthia Dean

Name: Cynthia Dean

Title: Director – Contract Services

Date: August 15, 2025

For: **Jefferson County CC**

By: [Signature]

Name: Honorable Judge Jeff Branick

Title: Jefferson County Judge

Date: 8.26.25



ATTEST [Signature]

DATE 8/27/2025



STATE OF TEXAS §
 §
 COUNTY OF JEFFERSON §

**INTERLOCAL AGREEMENT BETWEEN JEFFERSON COUNTY AND PORT ARTHUR
 INDEPENDENT SCHOOL DISTRICT FOR GRASS MAINTENANCE**

This Interlocal Agreement ("Agreement") is entered into as of this 26 day of August, 2025 by and between Jefferson County ("County") and the Port Arthur Independent School District ("District").

WITNESSETH:

WHEREAS, the District is the owner of the property located at 5600 25th Street, Groves, Texas, and at 5143 Redbird Street, Port Arthur, Texas (collectively, the "Properties");

WHEREAS, the grass on the Properties has become overgrown, posing health, safety, and aesthetic concerns for the community;

WHEREAS, the District seeks assistance from the County to maintain the Properties by cutting the grass;

WHEREAS, the County has the capacity and resources to perform such maintenance and desires to assist in the best interest of the community.

NOW, THEREFORE, in consideration of the mutual agreements and covenants herein contained, the parties agree as follows:

1. Purpose

The purpose of this Agreement is to authorize and facilitate the County's assistance in cutting the grass on the Properties owned by the District, located at 5600 25th Street, Groves, Texas, and 5143 Redbird Street, Port Arthur, Texas.

2. Responsibilities of the County

- The County shall coordinate and perform one time grass cutting and maintenance services on the Properties.
- All work shall be performed in a safe, professional, and timely manner, consistent with applicable laws and standards.
- The County shall ensure that the Properties are maintained to a standard that promotes community health, safety, and aesthetics.



3. Responsibilities of the District

- The District shall provide access to the Properties for the County's personnel and equipment.
- The District shall inform the County of any specific considerations or restrictions related to the Properties.
- The District shall reimburse the County for the costs associated with the grass cutting services.

4. Term and Termination

- This Agreement shall commence on the date signed below and shall continue until the grass maintenance is completed or until terminated by either party with thirty (30) days written notice.
- Either party may terminate this Agreement for any reason.

5. Financial Arrangements

- [Specify payment terms, if applicable, e.g., "The District shall reimburse the County for the actual costs incurred, upon receipt of an invoice."]

6. Miscellaneous

- This Agreement represents the entire understanding between the parties and supersedes any prior agreements.
- Any amendments must be in writing and signed by both parties.
- This Agreement shall be governed by the laws of the State of Texas.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

Jefferson County

By: [Signature]

Name: [Signature]

Title: County Judge

Date: 8/26/25

Port Arthur Independent School District

By: [Signature]

Name: Dr. Mark P. Parker

Title: Superintendent

Date: 08/22/2025



ATTEST [Signature]

DATE 8/27/2025

AMENDED JEFFERSON COUNTY GAME ROOM REGULATIONS

Adopted by Commissioners Court: September 9, 2025

Effective Date: September 9, 2025

SECTION 1. GENERALLY

WHEREAS, The Legislature of the State of Texas has amended Chapter 234 of the Local Government Code, authorizing all counties, including Jefferson County, to regulate Game Rooms; and

WHEREAS, Jefferson County, Texas desires to reduce the adverse secondary effects of illicit Game Rooms, which were presented in hearings and reports made available to Jefferson County Commissioners Court.

THEREFORE, JEFFERSON COUNTY COMMISSIONERS COURT FINDS:

1. Illicit Game Rooms, as a category of commercial uses, are associated with a wide variety of adverse secondary effects, including but not limited to personal and property crimes, gambling offenses, weapon offenses, illicit drug use and drug trafficking, negative impacts on surrounding properties, urban blight, and litter.
2. Game Rooms should be separated from sensitive land uses to minimize the impact of their secondary effects upon such uses, and should be separated from other Game Rooms, to minimize the secondary effects associated with such uses and to prevent an unnecessary concentration of Game Rooms in one area.
3. Game Rooms should have restricted hours of operation due to the increase of personal crimes such as assaults, robberies, and homicides between the hours of 10 p.m. and 8 a.m.
4. Each of the foregoing negative secondary effects constitutes a harm, which Jefferson County has a substantial government interest in preventing and abating. This substantial government interest in preventing secondary effects, which is Jefferson County's rationale for these Regulations, exists independent of any comparative analysis between legal Game Rooms and illicit Game Rooms. Jefferson County's interests in regulating Game Rooms extend to preventing future secondary effects of either current or future Game Rooms that may locate in Jefferson County.

1.1 Authority to Regulate

- (a) These Regulations are promulgated pursuant to and in conformity with Chapter 234 of the Local Government Code, as amended, titled County Regulation of Businesses and Occupations. The commissioners' court of a county may regulate the operation of Game Rooms to promote the public health, safety, and welfare, according to Section 234.133 of the Local Government Code.
- (b) It is the purpose of the Jefferson County Commissioners Court to exercise its police power, as established under Chapter 234 of the Local Government Code, to establish reasonable

and uniform regulation of Game Rooms to promote the public health, safety, and welfare and to prohibit business activities which merely serve as a front for criminal activities, including but not limited to gambling and tax evasion.

- (c) These Regulations do not legalize anything prohibited under the Texas Penal Code or any other law(s) or regulation(s). These regulations specifically prohibit gaming machines known as “eight-liners.”
- (d) The Court of Appeals in Fort Worth, Texas in *City of Fort Worth and David Cooke, in his Official Capacity as Fort Worth City Manager v. Stephannie Lynn Rylie, Texas C&D Amusements, Inc., and Brian and Lisa Schott d/b/a/ TSCA and d/b/a River Bottom Pub, Court of Appeals Second Appellate District of Texas No. 02-17-00185-CV*, the Second Court of Appeals of Texas, Fort Worth, found that electronic gaming machines, the amusement redemption machines that includes games that are more commonly referred to as “eight-liners”, were unconstitutional.

1.2 Administration

- (a) The Jefferson County Commissioners Court hereby designates and authorize the Jefferson County Sheriff’s Office to investigate for violations of these Regulations within the unincorporated areas of Jefferson County, Texas.
- (b) Under Section 234.138 of the Local Government Code, as amended, a Person commits an offense if the Person intentionally or knowingly operates a Game Room in violation of a regulation adopted under Section 234.133. An offense under this Section is a Class A misdemeanor, also allowing prosecution under Section 234.140 and other statutes that would be applicable.
- (c) In accordance with Section 234.133 of the Local Government Code, the State of Texas has granted the Jefferson County Commissioners Court authority to promote public health, safety, and welfare.
- (d) Except as provided in Subsection 1.2(e), the Commissioners Court designates the Jefferson County Environmental Control as Game Room Permit Administrator for Jefferson County. Environmental Control shall supervise, control, and operate the Permit Office. Environmental Control shall be responsible for the administrative issuance of Game Room permits based on the investigation of the Jefferson County Sheriff solely for the unincorporated areas of Jefferson County, Texas. The Jefferson County Sheriff shall investigate, deny, attach conditions to, administratively suspend, or revoke Game Room permits pursuant to these Regulations and any applicable state law(s) for the unincorporated areas of Jefferson County, Texas.
- (e) These regulations solely govern the unincorporated areas of Jefferson County, Texas. Incorporated cities or towns in Jefferson County will have to designate their own Game Room Permit Administrator and procedures for investigation and enforcement within their respective incorporated city or town.

1.3 Area Covered by these Regulations

These Regulations apply to enterprises located in the unincorporated areas of Jefferson County, Texas.
Jefferson County Game Room

1.4 Definitions

As used in these Regulations:

- (a) **“Game Room”** means a for-profit business located in a building or place that contains six (6) or more:
 - (1) Amusement Redemption Machines; or
 - (2) electronic, electromechanical, or mechanical contrivances that, for consideration, afford a player the opportunity to obtain a prize or thing of value, the award of which is determined solely or partially by chance, regardless of whether the contrivance is designed, made, or adopted solely for bona fide amusement purposes.
- (b) **“Amusement Redemption Machine”** means any electronic, electromechanical, or mechanical contrivance designed, made, and adopted for bona fide amusement purposes that rewards the player exclusively with non-cash merchandise, prizes, toys, or novelties, or a representation of value redeemable for those items, that have a wholesale value available from a single play of the game or device of not more than 10 times the amount charged to play the game or device once, or \$5, whichever amount is less.
- (c) **“Owner”** means a Person who:
 - (1) has an ownership interest in, or receives the profits from, a Game Room or an Amusement Redemption Machine located in a Game Room;
 - (2) is a partner, director, or officer of a business, company, or corporation that has an ownership interest in a Game Room or in an Amusement Redemption Machine located in a Game Room;
 - (3) is a shareholder that holds more than ten (10) percent of the outstanding shares of a business, company, or corporation that has an ownership interest in a Game Room or in an Amusement Redemption Machine located in a Game Room;
 - (4) has been issued by the county clerk an assumed name certificate for a business that owns a Game Room or an Amusement Redemption Machine located in a Game Room;
 - (5) signs a lease for a Game Room;
 - (6) opens an account for utilities for a Game Room;
 - (7) receives a certificate of occupancy or certificate of compliance for a Game Room;
 - (8) pays for advertising for a Game Room; or
 - (9) signs an alarm permit for a Game Room.

- (d) To **“Operate(s) a Game Room”** means to:

- (1) engage in the business of operating a Game Room;
 - (2) cause the operation of a Game Room;
 - (3) be a part of the operation of a Game Room;
 - (4) fund the operation of a Game Room;
 - (5) have a financial interest in a Game Room;
 - (6) receive any profit from a Game Room;
 - (7) supply machines described in Subsection 1.4(a) (1)-(2) to a Game Room;
 - (8) own machines described in Subsection 1.4(a) (1)-(2) located in a Game Room;
 - (9) receive any payment from a machine described in Subsection 1.4(a) (1)-(2) located in a Game Room;
 - (10) receive any profit from a machine described in Subsection 1.4(a) (1)-(2) located in a Game Room; or
 - (11) have machines described in Subsection 1.4(a) (1)-(2) registered in Jefferson County or any city in Jefferson County where the game room is located or registered.
- (e) **“Operator”** means an individual who:
- (1) operates a cash register, cash drawer, or other depository on the premises of a Game Room or of a business where the money earned or the records of credit card transactions or other credit transactions generated in any manner by the operation of a Game Room or activities conducted in a Game Room are kept;
 - (2) displays, delivers, or provides to a customer of a Game Room; merchandise, goods, entertainment, or other services offered on the premises of a Game Room;
 - (3) takes orders from a customer of a Game Room for merchandise, goods, entertainment, or other services offered on the premises of a Game Room;
 - (4) acts as a door attendant to regulate entry of customers or other persons into a Game Room; or
 - (5) supervises or manages other persons at a Game Room in the performance of an activity listed in this Subsection.
- (f) **“Applicant”** means an individual, proprietorship, corporation, association, and/or other legal entity required to obtain a Game Room Permit or someone who has applied for a Game Room Permit.

- (g) **“Sheriff”** means the Sheriff of Jefferson County or the Sheriff’s designated agent.
- (h) **“Game Room Permit Administrator”** means Jefferson County Environmental Control; their designated agent, or the designated official for a cooperating municipality.
- (i) **“Current Annual Fire Inspection Report”** means a fire inspection report issued by the Jefferson County Fire Marshal or a similar inspection by the department having competent jurisdiction within the incorporated area of the county within ninety (90) days immediately preceding the date of any application for operation of a Game Room or renewal of a Game Room permit.
- (j) **“Peace Officer”** means an individual as described in Article 2.12 of the Texas Code of Criminal Procedure.
- (k) **“Person”** means an Owner, Operator, individual, employee, agent, proprietorship, corporation, association, or other legal entity.
- (l) **“Public Building”** means a building used by Federal, State, or local government that is open to the general public.
- (m) **“Regulation(s)”** means these Regulations of Jefferson County, Texas, for the operation of Game Rooms within the unincorporated areas of Jefferson County, Texas.
- (n) **“School”** means a facility, including all attached playgrounds, dormitories, stadiums and other appurtenances that are part of the facility, used for the primary purpose of instruction or education, including primary and secondary schools, colleges, and universities, both public and private.
- (o) **“Gambling Device”** means a device described in Article 47.01(4) (A) of the Texas Penal Code.
- (p) **“Fire Safety Official”** means the Jefferson County Fire Marshal or the department official having competent jurisdiction within the incorporated area of the county to conduct a fire and life safety inspection.
- (q) **“Notice”** is deemed effective on the date written notice to an Applicant, permit holder, or agent thereof is hand delivered or posted on the front exterior door of the Game Room, or upon receipt by certified mail. If certified letter is not signed for and not picked up from the post office after notice has been posted at the establishment, lack of due diligence shall be considered as notice of the contents of the letter.
- (r) **“County Employee”** means any individual authorized by Jefferson County to inspect any Game Room for compliance with these Regulations.

SECTION 2. GAME ROOM PERMITS

2.1 Application

- (a) It shall be unlawful for a Person to Operate a Game Room, use a Game Room, or maintain a Game Room in the unincorporated areas of Jefferson County, Texas that has not been issued a permit pursuant to these Regulations. A Person who violates this Subsection shall be assessed a civil penalty not to exceed \$10,000 per violation. Each day a violation occurs or continues to occur is considered a separate violation.
- (b) A complete application shall be filed with the Game Room Permit Administrator. The application shall be filed on the form provided by the Game Room Permit Administrator or on an accurate and legible copy of that form. A copy of the application can be obtained from the Jefferson County Environmental Control website or from the website or other source as determined by the Game Room Permit Administrator of a cooperating municipality.
 - (1) The Applicant shall apply in person, Monday – Thursday from 9am-11am and 2pm-4pm at the office of the Jefferson County Environmental Control. The Applicant shall be an Owner of the Game Room. The Game Room Permit Administrator shall establish the hours when an application can be submitted. Jefferson County Environmental Control will only issue Game Room Permits for Game Rooms located within the unincorporated areas of Jefferson County, Texas.
 - (2) The Game Room Permit Administrator shall provide the fee schedule on any Permit Office website with the application form. This fee shall not exceed the annual permit fee limit of \$1,000.00 as established by the Commissioners Court. The application fee shall be attached to the application form.
 - (3) Incomplete applications shall not be accepted. Once a complete application has been submitted, the application process will begin.
 - (4) A receipt shall be hand delivered or sent by certified mail to the Applicant within fourteen (14) days of submission of a complete application and payment of the application fee to the Game Room Permit Administrator. A receipt showing payment of the application fee is NOT a Game Room permit.
 - (5) Once a complete application has been received, the Game Room Permit Administrator or the Jefferson County Sheriff's Office will conduct up to three (3) inspections of the Applicant's proposed Game Room to ensure compliance with these Regulations. The Applicant must be present in person during these inspections. Furthermore, it shall be the responsibility of the Applicant to provide an interpreter, if necessary, during these inspection(s).
 - i. After the initial inspection, the Applicant will be informed of what corrections must be made to the proposed Game Room in order to comply with these Regulations.

- ii. A re-inspection will be performed and the Applicant will again be informed of what corrections must be made to the proposed Game Room in order to comply with these Regulations.
- iii. If after the third and final inspection the Applicant's proposed Game Room fails to comply with these Regulations, the Game Room Permit Administrator shall deny the application.
- iv. If the proposed Game Room passes inspection, the Game Room Permit Administrator shall approve the application.

(6) The Applicant has ninety (90) days from the initial inspection to complete the inspection process. Applicant shall request inspections that may be conducted at the convenience of the Permit Administrator. Failure to complete the inspection process within these ninety (90) days shall result in denial of the application. It is the duty of the Applicant to ensure the process is completed in the requisite ninety (90) days.

- (7) Failure to provide any information required by this Section or a determination by the Game Room Permit Administrator that inaccurate, erroneous, or incomplete information has been submitted shall be grounds for denial of the application.

(c) Each complete application shall be accompanied by:

- (1) a Current Annual Fire Inspection Report from a Fire Safety Official showing compliance with all applicable Fire Safety Codes and with all corrections ordered;
- (2) a diagram or floor plan to include designed occupancy load prepared by a licensed architect or engineer and approved by the entity with competent jurisdiction; a certified copy of the assumed name certificate filed in the office of the Jefferson County Clerk, bearing the file mark or stamp that evidences its filing, if the Game Room will be operating under an assumed name;
- (3) a copy of the formative legal documents for the applicable legal entity—e.g., the Articles of Incorporation;
- (4) a non-refundable application fee of \$1,000.00
- (5) a photocopy of the Applicant's driver's license or government-issued photo identification;
- (6) proof as required in Subsection 3.9 that the proposed Game Room is exempt from, or will be located in compliance with, the requirements set forth by Subsection 3.9

of these Regulations;

- (7) a current lease agreement for the Game Room premises with the Applicant, listed as an Owner of the Game Room, and premises lessee, or proof of property ownership;
- (8) a list of all Owner(s), Operator(s), employee(s), agent(s), and any other individual(s), proprietorship(s), corporation(s), association(s), or other legal entity(s) acting for, or acting on behalf of the Game Room along with a photocopy of their driver's license or government-issued identification and incorporation papers as applicable, and copy of criminal background checks for employees as required by section 3.8;
- (9) a copy of the State of Texas coin-operated machine occupation tax records, the State of Texas coin-operated machine license or registration certificate, and the Jefferson County coin-operated machine occupation tax records for each machine exhibited or displayed, or permitted to be exhibited or displayed in the Game Room in a spread sheet format. Records shall include information detailing each machine found on the premises of the Game Room by identifying the machine by:
 - i. the name of manufacturer;
 - ii. the serial number;
 - iii. the type of machine;
 - iv. the State of Texas Tax stamp including the year of expiration of each tax stamp required;
 - v. the Jefferson County Occupational Tax Permit Decal including the year of expiration of each tax permit required (all Jefferson County Occupational Tax Permit Decals expire on December 31st of each year); and
 - vi. The name of the individual(s), proprietorship(s), corporation(s), association(s), and/or other legal entity(s) that owns, receives profits from, and has registered the machine in their name with Jefferson County and the Texas Comptroller and a description of their ownership and financial interest in the machine.
- (10) the Game Room Applicant's Federal Employer Identification Number (EIN);
- (11) a sealed copy of criminal background showing that none of the Owner(s), Operator(s), employee(s), agent(s), and/or any other individual(s) acting for, or acting on behalf of the Game Room have been convicted of any level of any of the offenses listed in Subsection 2.2(b) (1) of these Regulations; and

- (12) a certification that all of the contents of the application and the above presented materials are true and correct under the penalty of Perjury as defined under Section 37.02 of the Texas Penal Code. In addition, any misrepresentation on the application is a third degree felony offense as defined under Section 37.10 of the Texas Penal Code.
- (d) A Game Room application shall be rejected upon failure to produce all documents required in Subsections 2.1(d), except for the exemptions listed in Subsections 2.1(d) (8)-(11). Failure to provide the proof required by Subsection 2.1(d) (8)-(11) will result in denial of the specific exemption described in that particular Subsection.
- (e) A GAME ROOM SHALL NOT OPERATE DURING THE PENDENCY OF THE APPLICATION AND UNTIL THE GAME ROOM APPLICATION IS APPROVED AND THE PERMIT ISSUED.
- (f) A Game Room permit, in accordance with these Regulations, is not transferable, assignable, or divisible, and it is a violation of these Regulations for any Person to attempt to do so. If ownership of a Game Room changes, the Game Room shall be deemed unpermitted and the new Owner(s) must reapply and must do so before the Game Room may operate
 - (1) A Person commits a Class A misdemeanor if they intentionally or knowingly transfer, assign, or divide a Game Room permit issued pursuant to these Regulations or attempt to do so. Further, they shall be assessed a civil penalty not to exceed \$10,000 per violation. Each permit transferred, assigned, or divided or attempted to transfer, assign, or divide being considered a separate violation.
- (g) An Applicant who submits an application under these Regulations must swear and affirm the truth of the contents therein under the penalty of Perjury as defined under Section 37.02 of the Texas Penal Code. In addition, any misrepresentation on the application is a third degree felony offense as defined under Section 37.10 of the Texas Penal Code

2.2 Grounds for Denial, Revocation, or Suspension of a Game Room Permit

- (a) Any violation of any Section or Subsection of these Regulations or failure to meet all requirements of any Section or Subsection of these Regulations, where applicable, will be grounds for denial, revocation, or suspension of a Game Room permit. If a Game Room's permit has been revoked, denied, or suspended, the Game Room shall not operate during the pendency of any appeal to the hearing examiner from the revocation, denial, or suspension of a Game Room permit.
- (b) **Denial of a Game Room Permit.** A Game Room permit shall be denied upon a finding by the Game Room Permit Administrator of any of the following facts:
 - (1) An Applicant, Owner, or Operator has previously violated or been convicted of any level of offense for the following crimes:

- i. gambling, gambling promotion, keeping a gambling place, communicating gambling information, possession of gambling devices or equipment, or possession of gambling paraphernalia as described in Chapter 47 of the Texas Penal Code;
 - ii. forgery, credit card abuse, or commercial bribery as described in Chapter 32 of the Texas Penal Code;
 - iii. a criminal offense as described in Chapter 34 of the Texas Penal Code;
 - iv. criminal attempt, conspiracy, or solicitation to commit any of the foregoing offenses; or any other offense to the laws of another state or of the United States that, if committed in this state, would have been punishable as one or more of the aforementioned offenses; and
 - A. less than two (2) years have elapsed since the date of violation, or conviction, or the date of release from confinement imposed by the conviction, whichever is the later date if the violation or conviction was a misdemeanor offense; or
 - B. less than five (5) years have elapsed since the date of violation, or conviction, or the date of release from confinement imposed by the conviction, whichever is the later date, if the violation or conviction was a felony offense.
- (2) an Applicant makes a misleading statement in the application for the Game Room permit, provides false, fraudulent, or untruthful information in the application for a Game Room permit, and/or withholds pertinent information in the application for a Game Room permit;
 - (3) an Applicant is under eighteen (18) years of age;
 - (4) an Applicant, Owner, or Operator has had a Game Room permit revoked within the one hundred and eighty (180) day period immediately preceding the date the application was filed;
 - (5) an Applicant, Owner, or Operator is delinquent in the payment to the county of taxes, fees, fines, or penalties assessed or imposed regarding the operation of a Game Room;
 - (6) an application or renewal fee required by these Regulations has not been paid;
 - (7) an Applicant fails to complete the inspection process within the sixty (90) day period described in Subsection 2.1;

- (8) an offense described in Subsection 2.2(b) (1) or Subsection 3.12(a) of these Regulations was committed at the Game Room or another Game Room at the same location within one (1) year prior to the application; or
 - (9) any violation of Sections 2 or 3 of these Regulations.
- (c) If the Game Room Permit Administrator denies a Game Room permit, the Game Room Permit Administrator shall document the denial and provide Notice to Applicant of the denial within twenty one (21) days of the date on which the denial was documented by the Game Room Permit Administrator. The denial letter shall provide the reason(s) for the action.
- (d) **Revocation or Suspension of a Game Room Permit.** The Game Room Permit Administrator and the Jefferson County Sheriff's Office shall have the authority and power to initiate a proceeding to revoke or suspend a Game Room permit if one (1) or more of the following events or conditions has occurred:
 - (1) any violation of any of the offenses described in Subsection 2.2(b) (1) or Subsection 3.12(a) of these Regulations has occurred on the premises of the Game Room;
 - (2) the Applicant made a misleading statement in the application for the Game Room permit, provided false, fraudulent, or untruthful information in the application for a Game Room permit, and/or withheld pertinent information in the application for a Game Room permit;
 - (3) the Game Room permit should not have been issued pursuant to these Regulations;
 - (4) an Applicant, Owner, or Operator has failed to make corrections ordered by a Fire Safety Official;
 - (5) an Owner, Operator, employee, agent, and/or any other individual acting for, or acting on behalf of the Game Room has violated any of the offenses contained in Subsection 2.2(b) (1) or Subsection 3.12(a) of these Regulations; or
 - (6) any violation(s) of Section 2 or 3 of these Regulations.
- (e) If any of the stated events or conditions providing a basis for revocation or suspension of a Game Room permit under Subsection 2.2(d) has occurred, the Game Room Permit Administrator or the Jefferson County Sheriff's Office shall document the violation and provide Notice to Applicant or permit holder of revocation or suspension within twenty one (21) days of the date on which the violation was documented. The revocation letter shall provide the reason(s) for the action. The revocation shall become final on the seventh (7th) day after Notice.

- (f) Revocation shall take immediate effect upon Notice by the Game Room Permit Administrator or the Jefferson County Sheriff Office if:
- (1) an Owner, Operator, employee, agent, and/or any other individual acting for, or acting on behalf of a Game Room has violated any offense described in Subsection 2.2(b) (1) or Subsection 3.12(a) of these Regulations;
 - (2) a violation of any offense described in Subsection 2.2(b) (1) or Subsection 3.12(a) of these Regulations has occurred on the premises of the Game Room;
 - (3) there is a necessity for immediate action to protect the public from injury or imminent danger; or
 - (4) a Game Room permit was issued based on a misrepresentation in the application and but for the misrepresentation the Game Room permit would not have been issued.

2.3 Appeal Hearings

- (a) If the Game Room Permit Administrator denies a Game Room permit application, or suspends or revokes a Game Room permit, the Applicant or permit holder shall have the opportunity to make a written request for a hearing before a hearing examiner appointed by the Commissioners Court. The hearing examiner shall not have participated in any investigation of the alleged grounds for the denial, suspension, or revocation.
- (b) All requests for hearings must be in writing and delivered to the Jefferson County Game Room Permit Administrator within fourteen (14) days upon Notice to Applicant or permit holder during normal working hours of Monday through Friday from 8am – 5 pm in person or by mailing the request to Environmental Control, 7933 Viterbo Road Suite 4, Beaumont, Texas 77705. If mailed, the request must be postmarked no later than the 14th day after notice was received by applicant or permit holder. The “mailbox rule” is not applicable to this procedure. The Applicant waives the right to hearing if the request is not timely received by the Game Room Permit Administrator.
- (c) The hearing shall be held within twenty one (21) days of the receipt of request for a hearing. The Applicant or permit holder and the Game Room Permit Administrator shall be provided an opportunity to present evidence, cross-examine witnesses, and be represented by legal counsel. The formal rules of evidence do not apply.
- (d) It shall be the responsibility of the Applicant or permit holder to provide a court reporter and an interpreter, if necessary, for the hearing before the hearing examiner.
- (e) The Applicant or permit holder shall be present in person at the hearing. If the Applicant or permit holder is not present in person at the hearing, his or her Game Room permit shall automatically be denied or revoked.

- (f) The hearing examiner has the power to uphold or reverse the denial, suspension, or revocation of a Game Room permit. The hearing examiner shall issue a written order based on his or her determination within twenty one (21) days of the hearing.
- (g) If the hearing examiner determines, based upon the nature of the violations, that a suspension in lieu of revocation is appropriate, operation of the Game Room shall be suspended for a period not to exceed one hundred and eighty (180) days. The hearing examiner shall issue a written order suspending the Game Room permit and attaching conditions, if applicable, and the suspension shall become effective on the date the hearing examiner issues his or her order.
- (h) Upon a finding by the hearing examiner that Subsection 2.2(d) (1), 2.2(d) (2), 2.2(d) (3), 2.2(d) (4), or 2.2(d) (5) of these Regulations has been violated, revocation of the Game Room permit shall be mandatory.
- (i) The decision of the hearing examiner shall be final. On final decision of the hearing examiner, the losing party may appeal the decision by filing a petition in a District Court in the county with jurisdiction within thirty (30) days after the date of the decision. Appeals to the District Court shall be governed by the substantial evidence rule described in Section 2001.174 of the Local Government Code.

2.4 Game Room Operation During Pendency of Appeals to District Court

- (a) If the Applicant's or permit holder's appeal to the hearing examiner for revocation or suspension is unsuccessful, the Game Room shall not operate during the pendency of the appeal to the district court.
- (b) If the Applicant's or permit holder's appeal to the hearing examiner for revocation or suspension is successful, the Game Room may resume operation and may operate during the pendency of the appeal to the district court.
- (c) No Game Room may operate pending an appeal for denial of a Game Room permit to the district court.

2.5 Reapplication

- (a) After a hearing examiner's final ruling of permit denial or revocation, an Applicant may reapply for a Game Room permit after the expiration of one hundred and eighty days (180) from the date of the final ruling.
- (b) This application will be considered a new application in regard to the application timelines and fee established in Subsection 2.1 and for the distance requirements set forth in Subsection 3.9.

2.6 Permit Renewal; Permit Fee—Levied; Amount; Payment

- (a) A permit may be renewed for the following year starting sixty (60) days before expiration of the current permit by filing a completed application for the permit with the Game Room Permit Administrator and paying the applicable fee set forth in these Regulations. A renewal application shall be subject to the same requirements in these Regulations as are required for a permit application. As long as the completed renewal application was submitted within this sixty (60) day period, the previous permit will remain in effect until the Game Room Permit Administrator makes a determination in accordance with these Regulations as to whether the permit will be renewed.
- (b) An Owner shall pay a non-refundable annual permit fee of \$1,000.00 as established by Commissioners Court. The permit fees shall be paid in person to the Game Room Permit Administrator upon application renewal. A receipt of payment and of renewal application submission will be hand delivered or sent by certified mail to the Owner within fourteen (14) days of the receipt of the non-refundable fee.

2.7 Contents of a Game Room Permit

When the application process is complete and the proposed Game Room has met all the requirements set forth in these Regulations, the Game Room Permit Administrator shall give the Applicant a signed certificate. The certificate constitutes a permit to operate the Game Room for one (1) year from the date the permit is issued. The permit shall list the identity of the issuing Game Room Permit Administrator. The permit shall list the date of issue and the date of expiration. The permit shall list the name of the permit holder, name of the Game Room, and the physical address of the Game Room. If the permit holder is a corporation, or legal entity, then the permit shall also list the person(s) asserting control over the legal entity. The permit shall list any applicable exemptions to the requirements of Section 3 for which the permit holder qualified. The Game Room Permit Administrator shall keep an original signed copy of the permit for the Administrator's records.

2.8 Penalty for Operating without a Game Room Permit

- (a) A Person that Operates a Game Room without first paying the fee and securing a Game Room permit, or who Operates a Game Room after the permit therefor has been revoked or suspended, shall be assessed a civil penalty not to exceed \$10,000 per violation. Each day a violation occurs or continues to occur is considered a separate violation.
- (b) A Person commits a Class A misdemeanor offense if they intentionally or knowingly Operate a Game Room in violation of this Subsection.
- (c) A violation of Section 2 of these Regulations is grounds for denial, suspension, or revocation of a Game Room permit.

2.9 Effect

Each Applicant, Owner, Operator, employee, agent and/or any other individual acting for, or acting on behalf of a Game Room must meet and comply with all requirements of all applicable law(s). The

issuance of a permit under these Regulations shall not excuse any Owner, Operator, employee, agent, and/or any other individual acting for, or acting on behalf of a Game Room, or any patrons of such premises from compliance with such law(s) or regulation(s).

SECTION 3. GAME ROOMS

3.1 Inspection by a Peace Officer

- (a) **Inspection.** Peace Officers and agents of the Jefferson County Sheriff's Office, Fire Safety Officials, and designated County Employees are authorized to inspect any business in the unincorporated areas of Jefferson County for violations of these Regulations. These Regulations do not authorize a right of entry prohibited by law. Peace Officers and agents of the Jefferson County Sheriff's Office, Fire Safety Officials, and designated County Employees may enter a business with consent, with a warrant, or under exigent circumstances. A Game Room permit issued pursuant to these Regulations gives Peace Officers and agents of the Jefferson County Sheriff's Office, Fire Safety Officials, and designated County Employees implied consent to enter and to inspect any Game Room for violations of these Regulations.
- (b) **Unpermitted Game Rooms.** An unpermitted business that holds itself out as a Game Room by sign, advertisement, word-of-mouth, by offering memberships, by offering for play or displaying six (6) or more machines described in Subsection 1.4(a) (1)-(2) located in the Game Room—or by any other means—is subject to inspection by any Peace Officer and agents of the Jefferson County Sheriff's Office, Fire Safety Official, and designated County Employee and is a Game Room under these Regulations.
 - (1) Refusal to allow any Peace Officer and/or agents of the Jefferson County Sheriff's Office, Fire Safety Official, and designated County Employee entry to inspect such unpermitted Game Rooms may be considered in establishing probable cause for the issuance of a search warrant to inspect for violations of these Regulations.
 - (2) An unpermitted Game Room is subject to these Regulations and may be held liable for all civil and criminal penalties listed herein.
- (c) **Compliance Inspection.** Any Peace Officer and agents of the Jefferson County Sheriff's Office, Fire Safety Official and designated County Employee may inspect a permitted Game Rooms located within the unincorporated areas of Jefferson County, Texas to determine whether the Game Room is in compliance with these Regulations.
- (d) **Consent to Entry.** A Person who does not allow a Peace Officer and/or agent of the Jefferson County Sheriff's Office, Fire Safety Official, or designated County Employee to inspect a Game Room commits an offense. If a Person Operates a Game Room in violation of this Subsection, then they shall be assessed a civil penalty not to exceed \$10,000 per violation. Each Peace Officer, Fire Safety Official, and Designated County Employee denied entry is considered a separate violation. Each day a violation occurs or continues to occur being considered a separate violation.

- (e) A Person commits a Class A misdemeanor offense if they intentionally or knowingly Operate a Game Room in violation of this Subsection.
- (f) Any violation of this Subsection is grounds for denial, revocation, or suspension of a Game Room permit.

3.2 Game Room Sign and Name Tags Required

- (a) It shall be the duty of any Owner or Operator to ensure compliance with this Subsection.
- (b) A Game Room shall have each outside door marked with a sign that:
 - (1) reads "GAME ROOM" in four (4) inch or larger block lettering; and
 - (2) is legible and visible at all times from a distance of twenty five (25) feet from the outside door.
- (c) A Person who Operates a Game Room in violation of this Subsection shall be assessed a civil penalty not to exceed \$10,000 per violation. Each outside door not marked is considered a separate violation. Each day a violation occurs or continues to occur is considered a separate violation.
- (d) A Person commits a Class A misdemeanor offense if they intentionally or knowingly Operate a Game Room in violation of this Subsection.
- (e) A Game Room that has been issued an exemption pursuant to Subsection 3.13 of these Regulations is exempt from the Game Room sign requirements.
- (f) Any violation of this Subsection is grounds for denial, revocation, or suspension of a Game Room permit.
- (g) Each employee is required to wear a clearly displayed name tag affixed to the upper left chest area of the employee's clothing. The name tag shall be at least 3"x5" in size and shall state the employee's correct legal first name and last name, and shall state his/her position (i.e. Manager) on a separate line. The lettering shall be clearly visible, in a font size of at least 36.

3.3 Fire and Life Safety

- (a) It shall be the duty of any Owner or Operator to ensure compliance with this Subsection.
- (b) A Game Room shall provide doors that are readily accessible without the use of a key, special knowledge, or effort during business hours or any other hours of operation.
- (c) A Game Room or commercial establishment shall comply with all construction and fire codes,

and shall pay any court-approved fee(s) associated with a fire and life safety inspection, plan review, occupancy load calculation, or complaint.

- (d) All construction and fire code regulations will be strictly enforced and Game Rooms shall provide any Fire Safety Official with immediate access to the premises at all times.
- (e) A Game Room shall not use electronic locks to prevent entry during business hours.
- (f) A Person who Operates a Game Room in violation of this Subsection shall be assessed a civil penalty not to exceed \$10,000 per violation. Each day a violation occurs or continues to occur is considered a separate violation.
- (g) A Person commits a Class A misdemeanor offense if they intentionally or knowingly Operate a Game Room in violation of this Subsection.
- (h) Any violation of this Subsection is grounds for denial, revocation, or suspension of a Game Room permit.

3.4 Transparent and Uncovered Windows and Doors Required

- (a) It shall be the duty of any Owner or Operator to ensure compliance with this Subsection.
- (b) A Game Room shall provide at least one (1) window in the front of the building and at least one (1) other window meeting the criteria set forth in Subsection (c), allowing a clear and unobstructed view of all machines described in Subsection 1.4(a) (1)-(2) located in the Game Room.
- (c) It shall be unlawful for a Person to exhibit or display, or to permit to be exhibited or displayed, for commercial use any machine described in Subsection 1.4(a) (1)-(2) in a Game Room unless the required transparent walls or windows of the Game Room:
 - (1) at least two (2) windows of the Game Room, and each machine described in Subsection 1.4(a) (1)-(2) located therein is visible through such walls or windows; and
 - (2) at the lowest point are not more than four (4) feet above the adjacent sidewalk or ground level; and
 - (3) at the highest point are at least eight (8) feet higher than the adjacent sidewalk or ground level; and
 - (4) are at least four (4) feet wide.
- (d) A Game Room shall provide transparent uncovered glass in each exterior Game Room window or door.

- (e) It shall be unlawful for a Person to cover or tint a Game Room window or door, or otherwise block a window or door so as to obscure the view of any machine described in Subsection 1.4(a) (1)-(2) located in a Game Room, or the interior of the location from a sidewalk through a Game Room window or door.
- (f) A Person who Operates a Game Room in violation of this Subsection shall be assessed a civil penalty not to exceed \$10,000 per violation. Each day a violation occurs or continues to occur is considered a separate violation.
- (g) A Person commits a Class A misdemeanor offense if they intentionally or knowingly Operate a Game Room in violation of this Subsection.
- (h) A Game Room that has been issued an exemption pursuant to Subsection 3.13 of these Regulations is exempt from the Game Room windows requirements.
- (i) Any violation of this Subsection is grounds for denial, revocation, or suspension of a Game Room permit.

3.5 Hours of Operation

- (a) It shall be the duty of any Owner or Operator to ensure compliance with this Subsection.
- (b) A Game Room shall operate only between the hours of 8 a.m. and 10 p.m.
- (c) A Person who Operates a Game Room in violation of this Subsection shall be assessed a civil penalty not to exceed \$10,000 per violation. Each hour of a day that a Game Room is operating during prohibited hours in violation of these Regulations is a separate violation.
- (d) A Person commits a Class A misdemeanor offense if they intentionally or knowingly Operate a Game Room in violation of this Subsection.
- (e) A Game Room that has been issued an exemption pursuant to Subsection 3.13 of these Regulations is exempt from the Game Room hours of operation requirements.
- (f) Any violation of this Subsection is grounds for denial, revocation, or suspension of a Game Room permit.

3.6 Display of a Game Room Permit

- (a) It shall be the duty of any Owner or Operator to ensure compliance with this Subsection.
- (b) A Game Room shall post or display a current Game Room permit in plain sight in a common area accessible to the public without having to enter into a controlled area of the business.
- (c) A Person who Operates a Game Room in violation of this Subsection shall be assessed a civil penalty not to exceed \$10,000 per violation. Each day a violation occurs or continues to occur

is considered a separate violation.

- (d) A Person commits a Class A misdemeanor offense if they intentionally or knowingly Operate a Game Room in violation of this Subsection.
- (e) Any violation of this Subsection is grounds for denial, revocation, or suspension of a Game Room permit.

3.7 Recordkeeping

- (a) It shall be the duty of any Owner or Operator to ensure compliance with this Subsection.
- (b) A Game Room shall maintain onsite, and produce to any Peace Officer and/or agent of the Jefferson County Sheriff's Office, Fire Safety Official, and/or designated County Employee for inspection:
 - (1) a record for each employee that contains the name, address, date of birth, state identification number or social security number, job function, W-2 or W-4 form, a copy of application for work with the Game Room, a copy of the I-9 filed as part of Employment Eligibility Verification for the Department of Homeland Security, and a photograph of the employee;
 - (2) a daily register that contains the name, date of birth, state identification number or social security number, and job function of each employee present at the establishment that day. Every Owner, Operator, employee, agent, and/or any other individual acting for or acting on behalf of the Game Room is required to sign the daily register with the information required above immediately upon entering the Game Room; and
 - (3) a copy of the Jefferson County and State of Texas tax record forms detailing each machine found on the premises of the Game Room by identifying the machine by name of manufacturer, serial number, type of machine, the serial number of the State of Texas Tax stamp to include the year of expiration of each tax stamp required, the Jefferson County Occupational Tax Permit Decal to include the year of expiration of each tax permit required, and the name of the individual(s), proprietorship(s), corporation(s), association(s), or other legal entity(s) that owns, receive profits from, and has registered the machine in their name with the Texas Comptroller with a brief description of their ownership and financial interest in the machine in a spread sheet format.
- (c) A Game Room shall preserve the daily register required by Subsection (b) (2) for ninety (90) days after the date the register was made. The register must be maintained at the Game Room, it must be accessible by any Person on duty at the Game Room, and must be made available to any Peace Officer and/or agent of the Jefferson County Sheriff's Office, Fire Safety Official, and/or designated County Employee upon request.

- (d) A Person who Operates a Game Room in violation of this Subsection shall be assessed a civil penalty not to exceed \$10,000 per violation. Each record required under this Subsection that is missing and/or is deficient is considered a separate violation. Each day the record is missing and/or is deficient is considered a separate violation.
- (e) A Person commits a Class A misdemeanor offense if they intentionally or knowingly Operate a Game Room in violation of this Subsection.
- (f) Any violation of this Subsection is grounds for denial, revocation, or suspension of a Game Room permit.

3.8 Prohibited Employment

- (a) It shall be the duty of any Owner or Operator to ensure compliance with this Subsection.
- (b) It shall be unlawful for any Owner, Operator, employee, agent, and/or any other individual acting for, or acting on behalf of a Game Room to have been previously convicted of, entered a plea of nolo contendere or guilty, or received deferred adjudication for any offense set forth in Subsection 2.2(b) (1).
- (c) It is the responsibility of any Owner or Operator to conduct a criminal background check on every Owner, Operator, employee, and/or any other individual acting for, or acting on behalf of a Game Room.
- (d) Failure to comply with any of the requirements of this Subsection shall result in a violation and be punishable by a civil penalty assessed against any Owner or Operator not to exceed \$10,000 per violation. Every prohibited Owner, Operator, employee, and/or any other individual acting for, or acting on behalf of a Game Room that was convicted of, entered a plea of nolo contendere or guilty, or received deferred adjudication for any offense set forth in Subsection 2.2(b) (1) and/or not subjected to a criminal background check is considered a separate violation. Each day a violation occurs or continues to occur is considered a separate violation.
- (e) An Owner or Operator commits a Class A misdemeanor offense if they intentionally or knowingly Operate a Game Room in violation of this Subsection.
- (f) Any violation of this Subsection is grounds for denial, revocation, or suspension of a Game Room Permit.

3.9 Distancing Restrictions

- (a) It shall be the duty of any Owner or Operator to ensure compliance with this Subsection.
- (b) A Game Room in operation shall not be located:
 - (1) within 1,500 feet from any existing or planned school, regular place of religious

worship, or residential neighborhood. “Planned” means that steps have been taken toward the facility’s or structure’s development including but not limited to a permit received, a plat approved, design work started, a bond received, or an order approved by a governmental entity’s governing body; or

- (2) within a distance of 2,000 feet from where two (2) or more other Game Rooms are located.
- (c) For the purposes of this Subsection, measurements shall be made in a straight line from the nearest portion of the building or appurtenances used by the Game Room to the nearest portion of the building or appurtenances that are used for the purposes identified in Subsection (b) above.
- (d) Game Rooms are exempt from these distancing restrictions upon proof that the Applicant continuously owned and operated the Game Room at the same location and under the same name prior to January 1, 2020. If the Game Room changes its name, its Owner, and/or adds another Owner after this date, or if its permit was suspended or revoked, or its permit was denied renewal, or if the permit is allowed to lapse, then the Game Room will be considered a new Game Room and not exempt from the distancing requirements. All applications claiming a distance exemption under this Subsection must have been submitted on or before April 15, 2020.
- (e) A Person who Operates a Game Room in violation of this Subsection shall be assessed a civil penalty not to exceed \$10,000 per violation. Each day a violation occurs or continues to occur is considered a separate violation.
- (f) A Person commits a Class A misdemeanor offense if they intentionally or knowingly Operate a Game Room in violation of this Subsection.
- (g) The following Game Rooms are exempt from the distancing requirements set forth in this Subsection:
 - (1) Game Rooms that meet the requirements of Subsection 3.13(c) below; and
 - (2) Game Rooms that meet the requirements of Subsection 3.9(d) above.
- (h) Any violation of this Subsection is grounds for denial, revocation, or suspension of a Game Room permit.

3.10 Game Room Memberships

- (a) It shall be the duty of any Owner or Operator to ensure compliance with this Subsection.
- (b) Game Room memberships are prohibited for any purpose.

- (c) A Game Room shall not restrict entry to a Game Room and/or prohibit the participation in any activity inside a Game Room by a patron through the requirement of a Game Room membership.
- (d) Game Rooms shall not issue membership cards to any individual for any purpose.
- (e) Game Rooms shall not have, make use of, employ, and/or require check-in procedures of any kind prior to entering or before exiting a Game Room.
- (f) Game Rooms shall not have, make use of, employ, and/or require check-in procedures of any kind prior to entering or before exiting a Game Room.
- (g) A Person who Operates a Game Room in violation of this Subsection shall be assessed a civil penalty not to exceed \$10,000 per violation. Each person denied entry is considered a separate violation. Each membership card issued is considered a separate violation. Each individual subjected to any check in procedure prior to entering or before exiting a Game Room is considered a separate violation. Each day a violation occurs or continues to occur is considered a separate violation.
- (h) A Person commits a Class A misdemeanor offense if they intentionally or knowingly Operate a Game Room in violation of this Subsection.
- (i) Any violation of this Subsection is grounds for denial, revocation, or suspension of a Game Room permit.

3.11 Machines Located in a Game Room

- (a) It shall be the duty of any Owner or Operator to ensure compliance with this Subsection.
- (b) A Game Room shall obtain an occupation tax permit decal from the Jefferson County and State of Texas Tax Assessor-Collector for each Machine described in Subsection 1.4(a) (1)-(2) located in the Game Room.
 - (1) The annual fee to be paid to the Jefferson County Tax Assessor-Collector will be twenty five (25) percent of the State's annual fee per machine.
 - (2) All Machine tax permit applications are required to indicate the location on the application where the Machines described in Subsection 1.4(a) (1)-(2) are physically located.
 - (3) A Game Room shall allow a Peace Officer and/or agent of the Jefferson County Sheriff's Office, Fire Safety Official, and designated County Employee entry to the Game Room to inspect for violations of the Subsection.
- (c) A Person who Operates a Game Room in violation of this Subsection shall be assessed a civil penalty not to exceed \$10,000 per violation. Each machine described in Subsection 1.4(a) (1)-(2) located in the Game Room that is not registered with a valid current year occupational

tax permit decal from Jefferson County and the State of Texas prominently displayed on each machine will be considered a separate violation. Each day a violation occurs or continues to occur is considered a separate violation.

- (d) A Person commits a Class A misdemeanor offense if they intentionally or knowingly Operate a Game Room in violation of this Subsection.
- (e) Any violation of this Subsection is grounds for denial, revocation, or suspension of a Game Room permit.

3.12 Illegal Machines

- (a) It shall be unlawful for a Game Room to keep, exhibit, operate, display, or maintain any gambling device that is prohibited by the constitution of this state or Chapter 47 of the Texas Penal Code, GAMBLING.
- (b) Additionally, a civil penalty not to exceed \$10,000 shall be placed on a Person who Operates a Game Room for any machine described in Subsection 1.4(a) (1)-(2) located in the Game Room that is being used and/or has been used for illegal gambling.
- (c) If a law enforcement agency determines through an investigation(s) that a Game Room was in operation violating Chapter 47 of the Texas Penal Code, then every machine described in Subsection 1.4(a) (1)-(2) located in the Game Room shall be considered in violation of this Subsection. A Person who Operates a Game Room in violation of this Subsection shall be assessed a civil penalty not to exceed \$10,000 per violation. Each day a violation occurs or continues to occur is considered a separate violation
- (d) Any violation of this Subsection is grounds for mandatory denial and/or mandatory revocation of a Game Room permit.
- (e) An individual's compliance with these Regulations, including Operating a Game Room under a permit issued pursuant to these Regulations, is not a defense to prosecution for an offense under Chapter 47 of the Texas Penal Code.

3.13 Owners of an Illegal Game Room

It is not a defense to prosecution under this Section if an individual does not have the DBAs in his/her name and/or does not lease the property in his/her name.

3.14 Injunction and Civil Penalty

The District Attorney or its Agent is authorized to sue in district court for an injunction to prohibit the violation or threatened violation of these Regulations adopted under Section 234.133 of the Local Government Code. The County is entitled to recover reasonable expenses incurred in obtaining injunctive relief, civil penalties, or both, including reasonable attorney's fees, court costs, mediation

fees, and investigatory costs. This civil remedy is cumulative of all other remedies available to Jefferson County.

SECTION 4. FINACIAL REQUIREMENTS

4.1 Records

- (a) Each game room must have only one financial institution of record. All out going payments must be by a check from its bank of choice. All revenue must be deposited into their bank of choice.
- (b) To change banks of choice, it is required that the change must be reported to Jefferson County within fifteen business days.
- (c) Each game room is only allowed to have one bank of choice at any given time.
 - (1) Exception: during the transfer period as long as both banking institutions are listed there may be a one hundred twenty day period to close one banking institution while the new bank of choice is being opened.
- (d) A person who operates a game room in violation of this Subsection shall be assessed a civil penalty not to exceed \$10,000 per violation. Each machine describe in Subsection 1.4(a) (1)-(2) located in the game room that is not registered with a valid current year occupational tax permit decal from Jefferson County and the State of Texas prominently displayed on each machine will be considered a separate violation Each day a violation occurs or continues to occur is considered a separate violation.
- (e) A person commits a Class A misdemeanor offense if they intentionally or knowingly operate a game room in violation of this Subsection.
- (f) Any violation of this Subsection is grounds for denial, revocation, or suspension of a game room permit.

SECTION 5. CUMULATIVE EFFECT OF REGULATIONS; SEVERABILITY

5.1 Cumulative Effect

Authority under these Regulations is cumulative of other authority that Jefferson County has to regulate Game Rooms within its unincorporated areas and does not limit that authority.

5.2 Severability Clause

If a Section or Subsection of these Regulations, or certain applications of a Section or Subsection, is found unconstitutional, the remaining Sections or Subsections, or applications of those Sections or

Subsections, will continue in force as law.

MEMORANDUM OF UNDERSTANDING & MUTUAL AID AGREEMENT

Between

Jefferson County

And

Houston SPCA

This Memorandum of Understanding (MOU) and Mutual Aid Agreement between the Jefferson County and Houston SPCA, 7007 Old Katy Road, Houston, TX 77024, is entered to pursuant to Texas Government Code Chapter 418, Texas Government Code for the purpose of providing coordinated animal-related disaster response and recovery efforts during times of disaster; and

Whereas, the Jefferson County, Texas is authorized to enter into mutual aid agreements and memoranda of understanding with other government entities, the private sector, and private, non-profit entities to ensure an expedient, effective, and coordinated response to any natural or man-made disaster; and

Whereas in the event of an emergency event in Jefferson County, Texas, local and regional associated resources will be quickly committed to providing animal rescue, shelter, and care strategies to effectively respond to a potential evolving event or to support the response to an actual event; and

Whereas the existing local and regional infrastructure may be compromised due to lack of adequate staff, equipment, and facilities to rescue, house, and care for affected animals; and

Whereas, the Houston SPCA possesses the resources, personnel, and expertise to assist in animal rescue, feeding, sheltering, veterinary care, and reuniting pets with their owners; and

Now therefore, the parties agree as follows:

1. Houston SPCA will assist first responders with the rescue of animals affected by disasters, including hurricanes, floods, and other emergencies; and
2. Houston SPCA will provide food and care for animals that are safely sheltered in their homes during response and recovery efforts; and
3. Houston SPCA will supply food and related supplies for animals in affected areas as needed; and
4. Houston SPCA will provide veterinary care for rescued or affected animals; and

5. If necessary, Jefferson County will allow the Houston SPCA to transport affected animals to the Houston SPCA facility for care; and
6. Animals transported to the Houston SPCA or placed into affiliated foster homes will be cared for up to 30 days, with photographs of the animals posted on a public website to help owners reclaim their pets; and
7. Pets will be returned to their owners at no charge, and animals not reclaimed within 30 days will be placed into adoptive homes or returned to Jefferson County, as appropriate; and
8. The Houston SPCA will not seek reimbursement from Jefferson County for any services provided under this agreement; and
9. This agreement will remain in effect for a mutually agreed-upon period and may be terminated by either party with 30 days' written notice.

Houston SPCA

7007 Old Katy Road

Houston, TX 77024

Jefferson County

Jeff R. Branick, County Judge

1149 Pearl Street, Fourth Floor

Beaumont, TX 77701



ATTEST

DATE

Rupam Datta
 9/9/2025

Jefferson County Sheriff's Collective Bargaining Election August 27, 2025

11-6
Prescribed by Secretary of State
65.004 Texas Election Code
10/2024

TALLY SHEET FOR A HAND COUNT

Printed Name of Caller: _____ Printed Name of Tallyer: _____
Printed Name of Tallyer: _____ Printed Name of Tallyer: _____
Printed Name of Tallyer: _____ Printed Name of Tallyer: _____

Name of Election: <i>Sheriff's Election</i>		Date of Election: <i>8-27-25</i>
Precinct Number:	Category: (circle one) EV Mail EDay	Presiding Judge:
Polling Location:		

Candidate/Proposition Choice	5	10	15	20	25	30	35	40	45	50	55	60	65	70	75	80	85	90	95	100	Total
<i>For</i>	<i> </i>	<i> </i>	<i> </i>	<i> </i>	<i> </i>	<i> </i>	<i> </i>	<i> </i>	<i> </i>	<i> </i>	<i> </i>	<i> </i>	<i> </i>	<i> </i>	<i> </i>	<i> </i>	<i> </i>	<i> </i>	<i> </i>	<i> </i>	<i>117</i>
	<i> </i>	<i> </i>	<i> </i>	<i> </i>																	
<i>Against</i>																					<i>0</i>

I hereby certify that the within and foregoing is a true and correct tally list kept by me for the above described election.

Signature of Tallyer that completed this sheet

Alanna Kelly

Date

8/27/25

Ryan O'Brien
8-27-25
Mark W. W.

Jefferson County Sheriff's Collective Bargaining Election August 27, 2025

11-8
Prescribed by Secretary of State
65.004 Texas Election Code
10/2024

TALLY SHEET FOR A HAND COUNT

Printed Name of Caller: Roxanne Printed Name of Tallyer: _____
Printed Name of Tallyer: _____ Printed Name of Tallyer: _____
Printed Name of Tallyer: _____ Printed Name of Tallyer: _____

Name of Election: <u>Sheriff Election</u>		Date of Election: <u>8-27-25</u>
Precinct Number:	Category: (circle one) EV Mail EDay	Presiding Judge:
Polling Location:		

Candidate/Proposition Choice	5	10	15	20	25	30	35	40	45	50	55	60	65	70	75	80	85	90	95	100	Total
<u>FOR</u>	///	///	///	///	///	///	///	///	///	///	///	///	///	///	///	///	///	///	///	///	117
	///	///	///	///																	
<u>Against</u>																					0

I hereby certify that the within and foregoing is a true and correct tally list kept by me for the above described election.

Signature of Tallyer that completed this sheet

Date 8.27.25

Roxanne
8.27.25
Mark W. H.
R

Jefferson County Sheriff's Law Enforcement Association

To: Jefferson County Commissioner's Court

August 29th, 2025

Jeff Branick, County Judge
Jefferson County Courthouse
1149 Pearl Street
Beaumont, Texas 77701

RE: Letter of Intent to Bargain

Pursuant to TLGC §174.102, please be advised that the Jefferson County Sheriff's Law Enforcement Association (JCSLEA) has been selected by a majority of the police officers (sworn deputies) as the exclusive bargaining agent for the sworn deputy sheriff's. We are willing to meet at your earliest convenience for collective bargaining.

The JCSLEA Bargaining team will consist of:

- 1). Robert "Robby" Campbell - TMPA Representative
- 2). Caleb Mitchell - JCSLEA President
- 3). Mark Holmes - JCSLEA Member
- 4). Nathan Staggs - JCSLEA Member
- 5). Robert Bailey - JCSLEA Board Member

JCSLEA believes a contract can be agreed upon with the commissioner's court approving said contract on or before mid-September, 2025.

Regards,

Mark W. Holmes
JCSLEA
(409) 960-1288
Mwholmes186@gmail.com