Special, 12/2/2025 10:30:00 AM

BE IT REMEMBERED that on December 02, 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:

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 December 02, 2025

Notice is hereby given that the Commissioners' Court of Jefferson County, Texas, will meet at **10:30 AM,** on the **02nd** day of **December 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 **Special** meeting for the purpose of transacting the routine business of the County. Persons with disabilities requiring auxiliary aids for services who wish to attend this meeting should contact the County Judge's Office to arrange for assistance.

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

********** SEE THE ATTACHED NOTICE OF MEETING **********

Jefferson County has taken steps to minimize the exposure of COVID-19 by implementing the following steps to allow the public to view the Commissioner's Court meeting.

The following options are available:

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

Listen to audio by calling 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: Cary Erickson, Commissioner, Precinct Two

PLEDGE OF ALLEGIANCE: Michael S. Sinegal, Commissioner, Precinct Three

PURCHASING:

(a). Consider and approve specifications for Invitation for Bid (IFB 25-054/CG), Term Contract for Snack and Drink Vending for Jefferson County.

SEE ATTACHMENTS ON PAGES 11 - 77

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

(b). Consider and approve specifications for Request for Proposal (RFP 25-063/CG), Emergency Disaster Assistance Recovery for Jefferson County; Pursuant to Chapter 262, Texas Local Government Code, the County Purchasing Act and 2 CFR Sections 200.318-327.

SEE ATTACHMENTS ON PAGES 78 - 175

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

(c). Receive and file bids for Invitation for Bid (IFB 25-049/CG), Term Contract for Prisoner Transportation Services for Jefferson County.

SEE ATTACHMENTS ON PAGES 176 - 540

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

(d). Receive and file bid for Invitation for Bid (IFB 25-055/CG), Jefferson County Mosquito Control Airplane.

SEE ATTACHMENTS ON PAGES 541 - 616

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

(e).Consider and approve, award, execute, receive and file Acceptance of Offer for Invitation for Bid (IFB 25-055/CG) Jefferson County Mosquito Control Airplane with Mid-Continent Aircraft Corporation, with pricing as shown in Attachment A.

SEE ATTACHMENTS ON PAGES 617 - 617

Action: TABLED

(f).Consider and approve, execute, receive and file Change Order #3 for agreement (24-041/MR) with CentralSquare Technologies, LLC for additional Naviline development and management services and a reduction of training in the amount of $15,479.70, bringing the total agreement from $202,255.07 to $217,734.77; with a discretionary exemption as authorized by Local Government Code §262.024(a)(7)(A) for an item that can be obtained from only one source, including items for which competition is precluded because of the existence of patents, copyrights, secret processes or monopolies. This project will be funded by LATCF Federal Grant Funds.

SEE ATTACHMENTS ON PAGES 618 - 626

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

COUNTY AUDITOR:

(a).Consider and approve FY 2026 budget transfer – MIS – additional cost for Tyler project.

SEE ATTACHMENTS ON PAGES 627 - 630

120-1025-415-6053	COMPUTER SOFTWARE	$4,625.00	
120-1025-415-6002	COMPUTER EQUIPMENT		$4,625.00

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

(b).Consider and approve FY 2026 budget transfer – Tax – additional cost for maintenance contracts.

SEE ATTACHMENTS ON PAGES 631 - 642

120-1011-415-5077	CONTRACTUAL SERVICE	$10,300.00	
120-1011-415-4052	POSTAGE		$10,300.00

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

(c).Consider, approve, receive, and file Texas Department of Family and Protective Services Grant Contract # HHS001582500013 for October 01, 2025 through September 30, 2032.

SEE ATTACHMENTS ON PAGES 643 - 664

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

(d).Consider and approve electronic disbursement for $1,394.24 to Texas Department of Criminal Justice for December insurance reimbursement.

NO ATTACHMENTS

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

(e).Regular County Bills – check #534286 through check #534535 (11/25/25) and check #534536 through check #534667 (12/2/2025).

SEE ATTACHMENTS ON PAGES 665 - 683

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

COUNTY AIRPORT:

(a).Consider and possibly approve FY2026 TxDOT Routine Airport Maintenance Program (RAMP) Grant for the Jack Brooks Regional Airport. This grant will be used for the maintenance and improvement of grant eligible items: airfield pavements and markings, signage, drainage, fencing, herbicides, hangars and terminal buildings. (This grant is a 90% match, up to $100,000).

SEE ATTACHMENTS ON PAGES 684 - 696

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

COUNTY COMMISSIONERS:

(a).Consider, possibly approve, receive and file County Commissioner Continuing Education Transcript for Commissioner Brandon Willis for 70 hours for 2025, pursuant to Local Government Code Sec. 81.0025

SEE ATTACHMENTS ON PAGES 697 - 697

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

COUNTY COURT AT LAW NO. 3:

(a).Consider and possibly approve a Resolution for Calista Collins Eaglin.

SEE ATTACHMENTS ON PAGES 698 - 698

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

COUNTY TREASURER:

(a).Receive and File Investment Schedule for October, 2025, including the year to date total earnings on County funds.

SEE ATTACHMENTS ON PAGES 699 - 701

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

ENGINEERING DEPARTMENT:

(a).Execute, receive and file Utility Permit 09-U-25 between Jefferson County and AT&T Communications. For the purpose of constructing, maintaining or repairing a utility or common carrier for distribution of buried fiber optic cable. This project is located in Jefferson County in Precinct 4.

SEE ATTACHMENTS ON PAGES 702 - 715

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

HUMAN RESOURCES:

(a).Consider and possibly approve granting extended leave without pay for up to 90 days for Allison Glenny, an employee of the Tax Office.

NO ATTACHMENTS

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

JEFFERSON COUNTY EMERGENCY SERVICE DISTRICT 1:

(a).Consider and possibly approve the reappointment of Robert Barnett and Mark Zambardino as Commissioners to the board of Jefferson County Emergency Services and to appoint _____ as a Commissioner to replace Hoyt Simmons who is retiring. Pursuant to Texas Health & Safety Code, Sec. 775.084 (All appointments to this board are by Commissioner Willis.)

SEE ATTACHMENTS ON PAGES 716 - 717

Action: TABLED

RISK MANAGEMENT:

(a).Consider and possibly approve Public Health Mobile Unit liability insurance renewal with National Indemnity Company, effective December 9, 2025, for an annual premium not to exceed $6,382.00.

SEE ATTACHMENTS ON PAGES 718 - 719

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

SHERIFF'S DEPARTMENT:

(a). Consider and possibly approve U.S. Department of Justice, United States Marshal Service modification no. 28 to the current inter-governmental agreement 78-01-0077. The purpose of this modification is to increase the operational per diem rate.

SEE ATTACHMENTS ON PAGES 720 - 721

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

OTHER BUSINESS:

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

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

Possible Consideration and approval of Resolutions or Proclamations not to be read during court.

_____

Jeff R. Branick
County Judge

Special, December 02, 2025

There being no further business to come before the Court at this time, same is now here adjourned on this date, December 02, 2025.

LEGAL NOTICE
Advertisement for Invitation for Bids

December 2, 2025

Notice is hereby given that sealed bids will be accepted by the Jefferson County Purchasing Department for Invitation for Bid **(IFB 25-054/CG), Term Contract for Snack and Drink Vending for Jefferson County.** Specifications for this project may be obtained from the Jefferson County website, https://jeffersoncountytx.gov/Purchasing/ or by calling 409-835-8593.

Bids are to be sealed and addressed to the Purchasing Agent with the bid number and name marked on the outside of the envelope or box. Bidders shall forward an original and one (1) copy of their bid to the address shown below. Jefferson County does not accept bids submitted electronically. Late bids will be rejected as non-responsive. Bids will be publicly opened and read aloud in the Jefferson County Engineering Department Conference Room (5th Floor, Historic Courthouse) 1149 Pearl Street, Beaumont, Texas 77701, at the time and date below. Bidders are invited to attend the sealed bid opening.

BID NAME:	**Term Contract for Snack and Drink Vending for Jefferson County**
BID NUMBER:	**IFB 25-054/CG**
DUE BY TIME/DATE:	**11:00 AM CST, Wednesday, January 7, 2026**
MAIL OR DELIVER TO:	**Jefferson County Purchasing Department** **1149 Pearl Street, 1st Floor** **Beaumont, Texas 77701**

Any questions relating to these bid requirements should be directed to Cindy Greene, Contract Specialist at 409-835-8593 or via email at: Cynthia.greene@jeffersoncountytx.gov. If no response in 72 hours, contact Deborah Clark, Purchasing Agent at 409-835-8593 or via email at: deb.clark@jeffersoncountytx.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 bid in accordance with the terms and conditions stated in this bid.

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

Deborah Clark

Deborah L. Clark, Purchasing Agent
Jefferson County, Texas

PUBLISH:
The Examiner:
December 4, 2025 & December 11, 2025

TABLE OF CONTENTS

TABLE OF CONTENTS 1
SECTION 1: GENERAL CONDITIONS OF BIDDING AND TERMS OF CONTRACT 2
HUB, SBE, MBE OR WBE CERTIFICATION (INSERTION PAGE) 13
SECTION 2: FEMA MANDATED CONTRACT PROVISIONS 14
BYRD ANTI-LOBBYING CERTIFICATION FORM 28
DEBARMENT/SUSPENSION CERTIFICATION 29
CIVIL RIGHTS COMPLIANCE PROVISIONS 30
SECTION 3: SPECIAL REQUIREMENTS/BID SUBMISSION REQUIREMENTS 32
INSERTION PAGE: SYSTEM FOR AWARD MANAGEMENT (SAM) REGISTRATION PROOF 34
SAMPLE FORM 1295 36
INSERTION PAGE: FORM 1295 37
SECTION 3 (CONTINUED): SPECIAL REQUIREMENTS/BID SUBMISSION REQUIREMENTS 38
INSERTION PAGE: CERTIFICATE OF INSURANCE (COI) PROOF 41
BIDDER INFORMATION FORM 42
SECTION 4: MINIMUM SPECIFICATIONS 43
OFFER TO CONTRACT FORM 47
ACCEPTANCE OF OFFER FORM 48
INSERTION PAGE: ADDENDA 49
BID FORM 50
VENDOR REFERENCES 52
SIGNATURE PAGE 53
CERTIFICATION REGARDING LOBBYING 54
CONFLICT OF INTEREST QUESTIONAIRE 55
LOCAL GOVERNMENT OFFICER: CONFLICT DISCLOSURE STATEMENT FORM (OFFICE USE ONLY) 56
GOOD FAITH EFFORT DETERMINATION CHECKLIST 57
NOTICE OF INTENT 58
HUB SUBCONTRACTING PARTICIPATION DECLARATION FORM 59
RESIDENCE CERTIFICATION/TAX FORM 63
HOUSE BILL 89 VERIFICATION 64
SENATE BILL 252 CERTIFICATION 65
BID AFFIDAVIT 66

BID SUBMISSIONS:

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

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

Additionally, Bidder shall monitor the Jefferson County Purchasing Department Website for any addenda, additional instructions, or bid updates. https://jeffersoncountytx.gov/Purchasing/

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

SECTION 1: GENERAL CONDITIONS OF BIDDING AND TERMS OF CONTRACT

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

1. BIDDING.

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

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

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

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

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

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

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

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

1.9 DESCRIPTIONS.

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

1.10 BID ALTERATIONS.

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

1.11 TAX EXEMPT STATUS.

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

1.12 QUANTITIES.

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

1.13 BID AWARD.

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

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

1.14 SILENCE OF SPECIFICATIONS FOR COMPLETE UNITS.

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

1.15 ADDENDA.

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

1.16 GENERAL BID BOND/SURETY REQUIREMENTS.

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

1.17 GENERAL INSURANCE REQUIREMENTS.

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

1.18 RESPONSIVENESS.

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

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

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

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

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

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

2. PERFORMANCE.

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

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

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

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

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

2.6 INSTALLATION CHARGES.

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

2.7 OPERATING INSTRUCTIONS AND TRAINING.

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

2.8 STORAGE.

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

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

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

2.10 OSHA.

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

2.11 PATENTS AND COPYRIGHTS.

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

2.12 SAMPLES, DEMONSTRATIONS, AND TESTING.

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

2.13 ACCEPTABILITY.

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

2.14 MAINTENANCE.

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

2.15 MATERIAL SAFETY DATA SHEETS.

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

2.16 EVALUATION.

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

3. PURCHASE ORDERS AND PAYMENT.

3.1 PURCHASE ORDERS.

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

3.2 INVOICES.

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

3.3 PROMPT PAYMENT.

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

3.4 FUNDING.

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

4. CONTRACT.

4.1 CONTRACT DEFINITION.

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

4.2 CHANGE ORDER.

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

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

4.3 PRICE RE-DETERIMINATION.

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

4.4 TERMINATION.

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

4.5 CONFLICT OF INTEREST.

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

4.6 INTEREST BY PUBLIC OFFICIALS.

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

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

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

The Jefferson County Purchasing Department expects to conduct discussions with vendor's representatives authorized to contractually obligate the vendor with an offer.

Vendors shall not contact any Jefferson County personnel during the IFB process without the express permission from the Jefferson County Purchasing Agent. The Purchasing Agent will disqualify any vendor who has made site visits, contacted Jefferson County personnel, or distributed any literature without authorization from the Jefferson County Purchasing Department.

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

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

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

4.8 INJURIES OR DAMAGES RESULTING FROM NEGLIGENCE.

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

4.9 WARRANTY.

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

4.10 UNIFORM COMMERCIAL CODE.

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

4.11 VENUE.

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

4.12 SALE, ASSIGNMENT, OR TRANSFER OF CONTRACT.

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

4.13 SILENCE OF SPECIFICATIONS.

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

5. REJECTION OR WITHDRAWAL.

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

6. EMERGENCY/DECLARED DISASTER REQUIREMENTS.

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

supplier(s).

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

7. AWARD.

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

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

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

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

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

8. CONTRACT.

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

9. WAIVER OF SUBROGATION.

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

10. FISCAL FUNDING.

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

11. BID RESULTS.

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

12. CHANGES AND ADDENDA TO BID DOCUMENTS.

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

13. SPECIFICATIONS.

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

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

14. DELIVERY.

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

15. INTERPRETATION OF BID AN/OR CONTRACT DOCUMENTS.

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

16. CURRENCY.

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

17. PRICING.

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

18. NOTICE TO PROCEED/PURCHASE ORDER.

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

19. CERTIFICATION.

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

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

20. DEFINITIONS.

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

21. 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

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: lee.vega@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.

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	2 CFR 200 APPENDIX II (C) and 41 CFR §60-1.4(b)

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:

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.	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

	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.	
> $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 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	2 CFR 200 APPENDIX II (E); 40 U.S.C. §§ 3701-3708; supplemented by 29 C.F.R. Part 5

	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.	2 CFR 200 APPENDIX II (F); Funding Agreement; definition found under 37 C.F.R. § 401.2(a).

	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.	
>$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). Suggested Language: 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 *et seq.* 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 *et seq.* 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.	2 CFR 200 APPENDIX II (G); 42 U.S.C. §§ 7401-7671q; 33 U.S.C. §§ 1251-1387
>$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	2 CFR 200 APPENDIX II (H); 2 C.F.R. Part 180

	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 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.	(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 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. Suggested Language: 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 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.	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)
>$100,000	*§135.38 Section 3 clause* *All section 3 covered contracts shall include the following clause (referred to as the section 3 clause):* 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:	2 CFR 200.216

	(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 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	2 CFR 200.336

	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.	
None; All FEMA declarations and awards issued on or after November 12, 2020.	Suggested Language: 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; (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.	2 C.F.R. § 200.321(b)(1)-(5)
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	2 CFR 200.334; and 200.337

	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) *If submitted for negotiation.* 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) *If not submitted for negotiation.* 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 records starts from the end of the fiscal year (or other accounting period) covered by the proposal, plan, or other computation. Suggested Language for All Procurements: 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	United States Code 19 U.S.C. 2511

	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.	
>$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 to discrimination, including discrimination in employment, under any program or activity receiving federal financial assistance.	Section 504 of the Rehabilitation Act of 1973, as amended.
	Pursuant to the *Violence Against Women Act Reauthorization of 2022*, 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
Bidder: Please complete this form and include with bid submission.

DEBARMENT/SUSPENSION CERTIFICATION

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

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

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

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

_____

Signature of Contractor's Authorized Official

_____

Name and Title of Contractor's Authorized Official

_____

Date

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

CIVIL RIGHTS COMPLIANCE PROVISIONS

1. EQUAL EMPLOYMENT OPPORTUNITY (Equal Opportunity Clause)

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

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

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

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

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

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

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

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

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

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

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

CIVIL RIGHTS COMPLIANCE PROVISIONS (CONTINUED)

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

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

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

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

_____

Signature of Contractor's Authorized Official

_____

Name and Title of Contractor's Authorized Official

_____

Date

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

SECTION 3: SPECIAL REQUIREMENTS/BID SUBMISSION INSTRUCTIONS

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

1. SUBMISSION OF BID.

Bidder is Responsible for Submitting:

One (1) Original and one (1) Bid Copies; with all copies to include a Completed Copy of this Specifications Packet (**in its entirety.**)

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

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

Additionally, Bidder shall monitor the Jefferson County Purchasing Department Website for any addenda, additional instructions, or bid updates. https://jeffersoncountytx.gov/Purchasing/

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

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

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

All submissions must be received by 11:00 am CT, Wednesday, January 7, 2026.

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

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

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

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

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

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

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

COUNTY HOLIDAYS (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 IFB closing will automatically be postponed until the next business day that County offices are open to the public. Should inclement weather conditions or any other unforeseen event cause delays in courier service operations, the County may issue an addendum to all known vendors interested in the project to extend the deadline. It will be the responsibility of the vendor to notify the county of their interest in the project should these conditions impact their ability to submit a bid/proposal/statement of qualifications submission before the stated deadline. The County reserves the right to make the final judgement call to extend any deadline.

Should an emergency or unanticipated event interrupt normal County processes, and bid/proposal/statement of qualifications submissions cannot be received by the Jefferson County Purchasing Department's office by the exact time specified in the IFB and urgent County requirements preclude amendment to the IFB, the time specified for receipt of Statements of Qualifications will be deemed to be extended to the same time of day specified in the solicitation on the first business day on which normal County processes resume.

2. PRE-BID MEETING AND WALK-THROUGH.

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

3. QUESTIONS/DEADLINE FOR QUESTIONS.

Questions may be emailed to Cindy Greene, Contract Specialist at: Cynthia.greene@jeffersoncountytx.gov. If no response in 72 hours, contact Deborah Clark, Purchasing Agent via email at: deb.clark@jeffersoncountytx.gov.
The Deadline for asking questions or requesting additional information (in writing) is 5:00 pm, CT, **Friday, December 12, 2025.**

4. VENDOR REGISTRATION (System for Award Management).

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

In instances where a vendor has either an "Inactive" SAM Registration or is not currently registered with the System for Award Management, the Purchasing Department may *initially* accept proof (printout from the SAM website) that the vendor has begun the registration process in order for the IFB/RFQ/RFP submission to be considered as "responsive" to the specifications for the project.
However, the SAM Registration must be completed (showing "active" status, with no exclusions) prior to the award and/or execution of an agreement or contract for the project.

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

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

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

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

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

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

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

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

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

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

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

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

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

SAMPLE COMPLETED FORM 1295

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

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

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

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

ADD ADDITIONAL PAGES AS NECESSARY

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

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.

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

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

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

6. MULTIPLE VENDOR AWARD.

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

7. DELIVERY.

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

8. PAYMENT.

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

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

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

9. USAGE REPORTS.

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

10. INSURANCE.

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

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

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

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

Minimum Insurance Requirements:

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

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

Workers' Compensation Statutory Coverage (See Section 9 Below)

11. WORKERS' COMPENSATION INSURANCE

11.1 Definitions:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

BIDDER INFORMATION FORM

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

Bid Number & Name: (IFB 25-054/CG) Term Contract for Snack and Drink Vending for Jefferson County

Bidder's Company/Business Name: _____

Bidder's TAX ID Number: _____

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

Contact Person: _____ **Title:** _____

Phone Number (with area code): _____

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

Fax Number (with area code):_____

Email Address: _____

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

_____
Address

_____
City, State, Zip Code

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

SECTION 4: MINIMUM SPECIFICATIONS

The following requirements and specifications supersede General Bid Requirements where applicable. Any questions relating to bid submission or bid item specifications requirements should be directed to Cindy Greene, Contract Specialist at 409-835-8593 or via email at: Cynthia.greene@jeffersoncountytx.gov If not response in 72 hours, contact Deborah Clark, Purchasing Agent at 409-835-8593 or via email at: deb.clark@jeffersoncountytx.gov. Please reference Bid Number: IFB 25- 054/CG.

Scope of Project

The intention of this Jefferson County Invitation for Bid (IFB) is to establish a term contract for snack and drink vending machines to be located in buildings and locations owned and operated by Jefferson County. **Jefferson County reserves the right to accept a bid in whole or in part, and to award by item or by group, whichever is deemed to be in the best interest of Jefferson County.**

Description

The County grants the contracted vendor the right during the term of this agreement to sell snack foods, candy products, and soft drinks through vending machines in numbers and types, as is necessary to meet the demands of the County's employees and to members of the public using County facilities. The vending machines furnished pursuant to this agreement, and any replacements thereof, shall remain the property of Vendor with no sale or lease intended. Vendor shall, at its sole cost and expense, service all equipment with merchandise and maintain said equipment in clean, sanitary, and good mechanical condition. The County shall provide and maintain, at its expense, suitable space, electricity, water, and utilities required for efficient performance of vending machines. The County shall not be responsible for loss of or damage to Vendor's vending machines, equipment, or their contents, except where such loss or damage is caused by the negligence or willful conduct of the County or agents or employees of the County.

Equipment Information

All machines will be in first class operational condition. Jefferson County will inspect and approve all equipment prior to installation.

Upon award, Vendor shall provide a list indicating the type, model, and year of manufacture for each machine proposed for this contract. Machines shall be new, current production models or updated, refurbished models. All machines will contain dollar bill reader/changers and accept debit/credit cards. Credit card machines must have cellular modem capabilities. No wired or wireless internet will be provided by Jefferson County. Vendor shall provide a brochure for each type of machine proposed.

Jefferson County reserves the right to determine equipment selection installed at each location and does not guarantee that all locations will be maintained for the term of the contract.

Vendor shall provide a complete list of proposed products to be sold. This list will include brand name, portion size, and proposed selling price as stated on the Bid Form.

Terms of Agreement

This agreement shall remain in full force and effect for a period of one (1) year with an option to renew by mutual agreement for four (4) additional years.

Commissions

Vendor agrees to pay Jefferson County a percentage commission on gross sales of each machine. Gross sales are defined as money removed from vending machines. Commission payment will be made to:

Jefferson County Auditor
1149 Pearl Street, 7th Floor
Beaumont, TX 77701

Commissions shall be paid quarterly, and shall be due within sixty (60) days of the completion of each quarter. A minimum guarantee is required and should be noted on the bid form. If the minimum guarantee is not met, the remainder of the minimum will be due with the fourth quarter commission payment.

Audits

Vendor shall keep and maintain records of all money received through the vending machines by type of machine, keeping such records for a minimum of two (2) years. Jefferson County shall have the right, upon reasonable notice, to inspect and audit the accounts and methods of control established by the Vendor and to make such other inspections or audits as may be considered reasonably necessary to ensure full compliance with the provisions of this bid. Jefferson County's right to inspect and audit Vendor's books is limited to those books and records relating directly to Jefferson County.

Sanitation

Vendor shall be responsible for keeping all vending machines clean, orderly, attractive, and in sanitary condition and in compliance with all applicable state, federal, and local health and sanitation requirements.

Service

Vendor agrees to adequately stock machines on a timely basis and to assure that all merchandise in the machines is fresh.

Vendor shall respond to calls for service or re-supply of machines within 48 hours.

Vendor shall likewise respond to any letter, e-mail, or telephone call from Jefferson County Purchasing within 48 hours.

Refunds

Vendor shall refund to Jefferson County money lost by customers through equipment malfunctions including, but not limited to, non-delivery of merchandise, spoiled products, or incorrect change. The means by which the reimbursements are to be made shall be mutually agreed upon between Vendor and Jefferson County.

Successors and Assigns

This bid shall insure to the benefit of and be binding upon the respective successors and assigns of the parties hereto, provided, however, that Jefferson County shall not make an assignment without written consent of Vendor.

Selling Prices

All snack items, chips, pastries, candies, and drinks sold through vending machines shall be sold at the prices submitted by Vendor with the Bid Form on page 50. Modification of contracted price shall be allowed only on the anniversary date of the contract. Prices throughout the initial one (1) year term shall remain firm/fixed. Written requests for price revisions after the first year shall be submitted in advance to the Jefferson County Purchasing Department. Requests shall be based upon and include documentation of the actual change in local Consumer Price Index, 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.

Disputes

Disputes shall be resolved under Texas law under procedures established under Texas Government Code, Chapter 2260.

Site Inspection

Vendors are expected to visit the Jefferson County locations for an on-site inspection of the present vending operations and determine all the requirements associated with this project.

Installation

Vendor will be required to coordinate the installation of equipment with the removal of equipment by the current Vendor in order to assure a minimum period of time without service and that all equipment is in place no later than 30 days from the date of contract award.

Current and/or Requested Usage

The following table shows the numbers and types of vending machines the County is requesting services for at each of the listed locations. Jefferson County reserves the right to add or remove machines.

Location	Contact	Drink Machines	Snack Machines
Courthouse – Maintenance 1149 Pearl Street, Beaumont	Greg Keller 835-8511	2	1
Courthouse – Sheriff's Dept/LaSalle 1001 Pearl Street, Beaumont	Greg Keller 835-8511	2	2
Courthouse – Jury Impaneling Rm 1001 Pearl Street, Beaumont	Greg Keller 835-8511	2	1
Annex 1 – 1225 Pearl St., Beaumont	Greg Keller 835-8511	1	1
Annex 2 – 1295 Pearl St., Beaumont	Greg Keller 835-8511	1	1
Annex 4 – 820 Neches, Beaumont Adult Probation	Greg Keller 835-8511	2	1
Pct. #1 Service Center 2205 Hwy. 90, Beaumont	Jody Jannise 434-5430	1	1
Airport – Jerry Ware Terminal	Alex Rupp 719-4900	1	1
Airport – Main Terminal	Alex Rupp 719-4900	2	1
Mid-County Office Building 7933 Viterbo Road, Beaumont	Bobby Kelly 722-0292	1	1
Port Arthur Courthouse 525 Lakeshore Drive, Port Arthur	Kenneth Shepherd 983-8307	1	1

Location	Contact	Drink Machines	Snack Machines
Juvenile Probation 5326 HWY 69 S., Beaumont	Chief Ed Cockrell 409-722-7474	2	0
Visitor Center 5055 I-10 South, Beaumont	LaRue Rougeau 842-0500	1	1
Correctional Facility- 5030 Hwy 69 S, Beaumont	Naty De Los Santos 409-726-2587	1	1

OFFER AND ACCEPTANCE FORM
OFFER TO CONTRACT

To Jefferson County:

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

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

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

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

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

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

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

ACCEPTANCE OF OFFER

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

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

This contract shall henceforth be referred to as Contract No. (IFB 25-054/CG), Term Contract for Snack and Drink Vending for Jefferson County. The Contractor has not been authorized to commence any billable work or to provide any material or service under this contract until Contractor receives a purchase order and/or a notice to proceed from the Jefferson County Purchasing Agent.

COUNTERSIGNED:

Jeff R. Branick, County Judge **JEFFERSON COUNTY, TEXAS**	**Date**

ATTEST:

Roxanne Acosta Hellberg, County Clerk **JEFFERSON COUNTY, TEXAS**	**Date**

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

Bid Form

Vendors must complete both Sections 1 and 2 of the Bid Form. Any incomplete Bid Forms may be considered non-responsive and eliminated from consideration at the discretion of the Purchasing Agent.

Section 1.

Vendor shall provide a list of type and vend price for snack items, chips, pastries, candies, and drinks on the form below.

(No minimum or maximum number of products required. Attach additional pages if needed.)

Product Category **(drink, candy, chips, etc)** EX: drink	**Product Name** **(include brand and size)** Ex: 20 oz Bottle Coca-Cola Brands	**Vend Price** **$**	**% Commission to Jefferson County**

Section 2.

Vendor guarantees a minimum annual guarantee of $_____ per year on all products.

BIDDER ACKNOWLEDGEMENT OF BID ADDENDA (IF APPLICABLE):

Addendum 1 _____ Date Received_____

Addendum 2 _____ Date Received_____

Addendum 3 _____ Date Received_____

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

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

VENDOR REFERENCES FORM

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

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

REFERENCE ONE

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ Fax: _____

Email Address: _____ Contract Period: _____

Scope of Work:

REFERENCE TWO

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ Fax: _____

Email Address: _____ Contract Period: _____

Scope of Work:

REFERENCE THREE

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ Fax: _____

Email Address: _____ Contract Period: _____

Scope of Work: _____

SIGNATURE PAGE

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

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

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

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

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

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

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

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

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

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

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

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

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

_____

Signature of Contractor's Authorized Official

_____

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

_____

Date

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

CONFLICT OF INTEREST QUESTIONNAIRE

CONFLICT OF INTEREST QUESTIONNAIRE — FORM CIQ

For vendor doing business with local governmental entity

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

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

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

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

OFFICE USE ONLY

Date Received

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

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

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

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

_____
Name of Officer

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

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

☐ Yes ☐ No

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

☐ Yes ☐ No

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

☐ Yes ☐ No

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

4

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

Adopted 8/7/2015

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

LOCAL GOVERNMENT OFFICER
CONFLICTS DISCLOSURE STATEMENT – OFFICE USE ONLY

LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT

FORM CIS

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

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

OFFICE USE ONLY

Date Received

1 **Name of Local Government Officer**

2 **Office Held**

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

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

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

Date Gift Accepted _____ Description of Gift _____

Date Gift Accepted _____ Description of Gift _____

Date Gift Accepted _____ Description of Gift _____

(attach additional forms as necessary)

6 **AFFIDAVIT**

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

_____
Signature of Local Government Officer

AFFIX NOTARY STAMP / SEAL ABOVE

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

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

Adopted 8/7/2015

THIS FORM IS FOR OFFICE USE ONLY

GOOD FAITH EFFORT (GFE) DETERMINATION CHECKLIST

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

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

Did the Prime Contractor/Consultant . . .?

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

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

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

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

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

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

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

Printed Name of Authorized Representative	Signature
Title	Date

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

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

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

Instructions for Prime Contractor/Consultant: Bidder shall submit this form with the bid; however, the information below may be submitted after contract award, but prior to beginning performance on the contract.

Please submit one form for each HUB Subcontractor/Subconsultant with proper signatures, per the terms and conditions of your contract.

Contractor Name: _____ HUB: ☐ Yes ☐ No

Address: _____
Street City State Zip

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

Project Title & No.: _____

Prime Contract Amount: $ _____

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

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

Address: _____
Street City State Zip

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

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

Description of Subcontract Work to be Performed: _____

_____

Printed Name of Contractor Representative	Signature of Representative	Date
Printed Name of HUB	Signature of Representative	Date

Note: Nothing on this Notice of Intent Form is intended to confer any rights, expressed or implied, to any third parties.

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

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

HISTORICALLY UNDERUTILIZED BUSINESS (HUB)
SUCONTRACTING PARTICIPATION DECLARATION FORM

PAGE 1 OF 4

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

Prime Contractor: _____ HUB: ☐ Yes ☐ No

HUB Status (Gender & Ethnicity): _____

Address: _____
Street City State Zip

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

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

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

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

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

FOR HUB OFFICE USE ONLY:

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

PART I. HUB SUBCONTRACTOR DISCLOSURE

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

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

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

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

HISTORICALLY UNDERUTILIZED BUSINESS (HUB)
SUBCONTRACTING PARTICIPATION DECLARATION FORM

HUB Subcontractor Disclosure

PART I: Continuation Sheet (Duplicate as Needed)

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

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

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

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

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

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

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

HISTORICALLY UNDERUTILIZED BUSINESS (HUB)
SUCONTRACTING PARTICIPATION DECLARATION FORM

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

Instructions to Bidder: Please complete Good Faith Effort (GFE) Checklist and attach any supporting documentation.

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

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

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

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

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

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

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

HISTORICALLY UNDERUTILIZED BUSINESS (HUB)
SUBCONTRACTING PARTICIPATION DECLARATION FORM

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

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

Name (print or type): _____

Title: _____

Signature: _____

Date: _____

E-mail address: _____

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

Name (print or type): _____

Title: _____

Date: _____

E-mail address: _____

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

RESIDENCE CERTIFICATION/TAX FORM

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

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

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

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

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

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

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

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

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

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

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

HOUSE BILL 89 VERIFICATION

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

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

Pursuant to Section 2270.002, Texas Government Code:

1. "**Boycott Israel**" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made ordinary business purposes; and

2. "**Company**" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or an limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business association that exist to make a profit.

_____
Signature of Company Representative

_____
Date

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

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

Notary Seal

_____
Notary Signature

_____
Date

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

SENATE BILL 252 CERTIFICATION

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

_____

Company Name

_____

IFB/RFP/RFQ number

Certification check performed by:

_____

Purchasing Representative

_____

Date

THIS FORM IS FOR OFFICE USE ONLY

BID AFFIDAVIT

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

STATE OF_____ COUNTY OF_____

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

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

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

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

Name and address of Bidder:_____

_____

Fax: _____ Telephone#_____

by: _____ Title:_____
(print name)

Signature:_____

SUBSCRIBED AND SWORN to before me by the above-named

_____ on

this the _____ day of_____, 20___.

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

_____
Notary Public in and for
the State of _____

LEGAL NOTICE
Advertisement for Request for Proposal

December 2, 2025

Notice is hereby given that sealed proposals will be accepted by the Jefferson County Purchasing Department for Request for Proposals **(RFP 25-063/CG), Emergency Disaster Assistance Recovery for Jefferson County, Pursuant to Chapter 262, Texas Local Government Code, the County Purchasing Act and 2 CFR Sections 200.318-327**. **Specifications for this project may be obtained from the Jefferson County website,** https://jeffersoncountytx.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 five (5) hard copies of their proposal to the address shown below. Late proposals will be rejected as non-responsive. Proposals will be publicly opened and only the firm name will be read aloud in the Jefferson County Engineering Conference Room (5th Floor, Historic Courthouse) 1149 Pearl Street, Beaumont, Texas 77701 at the time and date below. Proposals shall be opened in a manner that avoids disclosure of the contents to competing Proposers and maintains the confidentiality of the proposals during negotiations. Proposals will be open for public inspection after the award of the contract, except for trade secrets and confidential information. Proposers are invited to attend the sealed proposal opening.

PROPOSAL NAME:	**Emergency Disaster Assistance Recovery for Jefferson County, Pursuant to Chapter 262, Texas Local Government Code, the County Purchasing Act and 2 CFR Sections 200.318-327**.
PROPOSAL NUMBER:	**RFP 25-063/CG**
DUE DATE/TIME:	**11:00 AM CT, Wednesday, January 14, 2026**
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@jeffersoncountytx.gov. If no response in 72 hours, contact Deborah Clark, Purchasing Agent at 409-835-8593 or email at: deb.clark@jeffersoncountytx.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:
Beaumont Enterprise & Port Arthur News:
December 3, 2025
The Examiner:
December 4, 2025 & December 11, 2025

TABLE OF CONTENTS

TABLE OF CONTENTS **1**

PROPOSAL SUBMITTAL CHECKLIST **3**

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

SAMPLE OF COMPLETED FORM 1295 ..... **7**
FORM 1295 (INSERTION PAGE) **8**

1.15 Emergency/Declared Disaster Requirements 9
1.16 Evaluation 9
1.17 Withdrawal of Proposal 9
1.18 Minority-Women Business Enterprise Participation 9
HUB, SBE, MBE OR WBE CERTIFICATION (INSERTION PAGE) 12
1.19 Award 13
1.20 Ownership of Proposal 13
1.21 Disqualification of Proposal 13
1.22 Contractual Development 13
1.23 Assignment 13
1.24 Contract Obligation 13
1.25 Termination 13
1.26 Inspections 13
1.27 Testing 13
1.28 Loss, Damage, or Claim 14
1.29 Taxes 14
1.30 Non-Discrimination 14
1.31 Conflict of Interest 14
1.32 Confidentialality/Proprietary Information 14
1.33 Waiver of Subrogation 15
1.34 Acknowledgment of Insurance Requirements 15
1.35 Insurance Requirements 15
1.36 Workers Compensation Insurance 15

CERTIFICATE OF INSURANCE (INSERTION PAGE) **18**

SECTION 2. FEMA MANDATED CONTRACT PROVISIONS **19**
BYRD ANTI-LOBBYING CERTIFICATION FORM 32
DEBARMENT/SUSPENSION CERTIFICATION 33
CIVIL RIGHTS COMPLIANCE PROVISIONS 34

TABLE OF CONTENTS (CONTINUED)

SECTION 3. PROPOSAL SUBMISSION INSTRUCTIONS AND SPECIAL REQUIREMENTS 36
3.1 Submission of Proposal 36
3.2 Pre-Proposal Conference 37
3.3 Questions and Deadline for Question(s) Submission 37
3.4 Tentative Schedule of Events 38

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

SECTION 5. PROJECT OBJECTIVE AND SCOPE OF SERVICES 42

SECTION 6. PROPOSAL REQUIREMENTS 57
6.1 Objective 57
6.2 Proposer Experience 57
6.3 Type of Services Provided 57
6.4 Laws and Regulations 57

SECTION 7. PROPOSAL EVALUATION AND SELECTION PROCESS 58
7.1 Introduction 58
7.2 Cost Proposal 58
7.3 Evaluation Committee 58
7.4 Evaluation Process 58
7.5 Proposal Evalutation Criteria 59

ADDENDA (INSERTION PAGE) 60

COST PROPOSAL FORM 61
NON-DISCLOSURE AGREEMENT 78
RESPONDENT INFORMATION FORM 79
VENDOR REFERENCES FORM 80
SIGNATURE PAGE 81
CERTIFICATION REGARDING LOBBYING 82
DISCLOSURE OF LOBBYING (SF-LLL) FORM (W/COMPLETION INSTRUCTIONS 83
DISCLOSURE OF LOBBYING ACTIVITIES FORM 84
CONFLICT OF INTEREST QUESTIONAIRE 85
GOOD FAITH EFFORT (GFE) 88
NOTICE OF INTENT (NOI) 89
SUBCONTRACTOR PARTICIPATION DECLARATION FORM (HUB) 90
RESIDENCE CERTIFICATION/TAX FORM 94
HOUSE BILL 89 VERIFICATION 95
SENATE BILL 252 CERTIFICATION 96
RFP AFFIDAVIT 97

PROPOSAL SUBMITTAL CHECKLIST

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

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

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

Proposer shall check each box indicating compliance.

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

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

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

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

☐ Identification of three (3) entities for which the Proposer is providing or has provided Emergency Disaster Assistance Recovery Services of the type requested, including the name, position, and telephone number of a contact person at each entity.

☐ Completed and Signed FORM 1295.

☐ Copy of Certificate of Insurance (COI). The COI at a minimum should reflect your firm/company's general insurance coverage.

☐ Identification of all legal claims, demands, contracts terminated or lawsuits filed, threatened, or pending against the Proposer and/or its principal/officers for the last three (3) years, as well as identification of any administrative actions or warnings taken or issued by any federal, state, or local governmental agency to Proposer and/or its principals/officers with regard to the provision of the same or similar service as covered by this RFP, or the payment of monies under the terms of any agreement(s) relating to such services.

☐ **One (1) Original and five (5) Response Copies; with all copies to include a Completed Copy of this specifications packet, in its entirety.**

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

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

Please read the "Proposal Submittal Checklist" included in this package.

Company	Telephone Number
Address	Fax Number
Authorized Representative (Please print)	Title
Authorized Signature	Date

SECTION 1: INTRODUCTION TO PROPOSERS AND GENERAL REQUIREMENTS

This Request for Proposal (RFP) is to receive proposals from qualified firms regarding services for Emergency Disaster Assistance Recovery Services.

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

1.1 VENDOR INSTRUCTIONS

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

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

1.2 GOVERNING LAW

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

1.3 AMBIGUITY, CONFLICT, OR OTHER ERRORS IN THE RFP

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

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

1.4 NOTIFICATION OF MOST CURRENT ADDRESS

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

1.5 PROPOSAL PREPARATION COST

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

1.6 SIGNATURE OF PROPOSAL

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

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

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

1.7 ECONOMY OF PRESENTATION

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

1.8 PROPOSAL OBLIGATION

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

1.9 INCORPORATION BY REFERENCE AND PRECEDENCE

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

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

1.10 GOVERNING FORMS

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

1.11 IMPLIED REQUIREMENTS

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

1.12 COMPLIANCE WITH RFP SPECIFICATIONS

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

1.13 VENDOR REGISTRATION: SAM (SYSTEM FOR AWARD MANAGEMENT)

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

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

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

1.14 FORM 1295 (TEXAS ETHICS COMMISSION)

FORM 1295 SUBMISSION REQUIREMENT/INSTRUCTIONS FOR RFP PROPOSERS:

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

INSTRUCTIONS:

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

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

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

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

FORM 1295 Implementation Background:

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

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

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

FORM 1295 EXEMPTIONS:

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

A completed Form 1295 is not required for:

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

SAMPLE COMPLETED FORM 1295

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

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

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

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

ADD ADDITIONAL PAGES AS NECESSARY

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

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.

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

PROPOSER: INSERT COMPLETED FORM 1295 BEHIND THIS PAGE.

1.15 EMERGENCY/DECLARED DISASTER REQUIREMENTS

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

1.16 EVALUATION

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

1.17 WITHDRAWAL OF PROPOSAL

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

1.18 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

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: lee.vega@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 AKNOWLEDGEMENT OF INSURANCE REQUIREMENTS

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

1.35 INSURANCE REQUIREMENTS

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

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

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

Minimum Insurance Requirements:

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

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

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

Workers' Compensation Statutory Coverage (See Section 1.36 Below)

1.36 WORKERS' COMPENSATION INSURANCE

1.36.1 **Definitions:**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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 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	2 CFR 200 APPENDIX II (E); 40 U.S.C. §§ 3701-3708; supplemented by 29 C.F.R. Part 5

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.** Suggested Language 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). Suggested Language: Clean Air Act The contractor agrees to comply with all applicable standards, orders or	2 CFR 200 APPENDIX II (G); 42 U.S.C. §§ 7401-7671q; 33 U.S.C. §§ 1251-1387

	regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 *et seq.* 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 *et seq.* 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. Suggested Language: 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 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	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 C.F.R. Part 180).

	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.	
> $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.** Required Certification: 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. Suggested Language: 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 performance schedule; Meeting contract performance requirements; or At a reasonable price.	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)

	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	*§135.38 Section 3 clause* *All section 3 covered contracts shall include the following clause (referred to as the section 3 clause):* 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 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	2 CFR 200.216

	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.	Suggested Language: 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; (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 Requiring a contractor under a Federal award to apply this section to subcontracts.	2 C.F.R. § 200.321(b)(1)-(5)
None	Financial records, supporting documents, statistical records, and all other non- Federal entity records pertinent to a Federal award must be retained	2 CFR 200.334; and 200.337

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) *If submitted for negotiation.* 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) *If not submitted for negotiation.* 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 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. (6) 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	d. 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: 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	(1) 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 to discrimination, including discrimination in employment, under any program or activity receiving federal financial assistance.	Section 504 of the Rehabilitation Act of 1973, as amended.
	Pursuant to the *Violence Against Women Act Reauthorization of 2022*, 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://acguisition.qov/far/index.html see section 52.209-6.

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

_____

Signature of Contractor's Authorized Official

_____

Name and Title of Contractor's Authorized Official

_____

Date

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

CIVIL RIGHTS COMPLIANCE PROVISIONS

1. EQUAL EMPLOYMENT OPPORTUNITY (Equal Opportunity Clause)

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

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

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

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

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

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

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

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

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

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

CIVIL RIGHTS COMPLIANCE PROVISIONS (CONTINUED)

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

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

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

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

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

_____

Signature of Contractor's Authorized Official

_____

Name and Title of Contractor's Authorized Official

_____

Date

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

SECTION 3. PROPOSAL SUBMISSION INSTRUCTIONS AND SPECIAL REQUIREMENTS

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

3.1. SUBMISSION OF PROPOSAL

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

Respondent is responsible for submitting: One (1) original and five (5) response copies; with all copies to include a completed copy of this specifications packet, in its entirety.

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

Respondent shall monitor the Jefferson County Purchasing Department Website for any addenda, additional instructions, or RFQ updates. https://jeffersoncountytx.gov/Purchasing/.

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

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

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

All submissions must be received by 11:00 am CT, Wednesday, January 14, 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 all questions to Cindy Greene**,** Contract Specialist at 409-835-8593 or by email at: Cynthia.greene@jeffersoncountytx.gov. If no response in 72 hours, contact Deborah Clark, Purchasing Agent at 409-835-8593 or email at: deb.clark@jeffersoncountytx.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@jeffersoncountytx.gov or faxed at: 409-835-8456. If no answer in 72 hours, email **Deborah Clark, Purchasing Agent** at: deb.clark@jeffersoncountytx.gov.

The Deadline for asking questions or requesting additional information (in writing) **is 5:00 pm, CT, Monday, December 15, 2025.**

3.4 TENTATIVE SCHEDULE OF EVENTS

December 2, 2025	**Issuance of Request for Proposal**
January 14, 2026	**Deadline Submission (late proposals will not be considered)**
January 16, 2026	**Proposals distributed to Evaluation Committee**
January 23, 2026	**Evaluation Committee Convenes to Tabulate Scoring and Determines Short List**
January 30, 2026	**If Applicable: Conduct Interview/Best and Final Offer/Short List**
February 10, 2026	**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)

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

PROPOSED SCOPE OF SERVICES

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

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

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

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

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

Contractor will agree to work alongside and cooperate with any state, federal or quasi-governmental agency, such as Agrilife or TDEM or their designees that may bring resources to assist with debris removal, damage assessments, etc.

Contractor is to ensure strict compliance to Code of Federal Regulations 2 (CFR) Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
http://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200 main 02.tpl

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

COUNTY BACKGROUND

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

TERMS

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

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

QUALIFICATIONS

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

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

The Contractor's company shall be currently engaged in emergency disaster recovery services on a full-time basis, year round, with dedicated management and administrative support staff, in-house employees. The Contractor may supplement

in-house resources with private individuals or companies. The contractor shall have the financial strength to assume extensive and large expenditures.

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

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

RECORDS RETENTION

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

PERFORMANCE AND PAYMENT BOND REQUIREMENTS

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

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

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

STRATEGIC PLANNING

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

A pre-event planning meeting shall be conducted upon the award of this contract. EMC/EOC will work closely with the Contractor to identify the following:

- Map of primary transportation routes;
- Map of all facilities with notation to essential facilities;
- Emergency power requirements for essential facilities;
- Map of sanitary portable facilities for immediate placement;
- Possible locations for temporary debris staging and reduction site (TDSRS); and
- Possible equipment staging locations.

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

MOBILIZATION

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

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

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

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

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

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

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

The plan shall include:

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

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

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

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

OBJECTIVE

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

- Emergency Road Clearance
- Emergency Power Generators
- Temporary Satellite Communications
- Temporary Sanitary Facilities/Portable Housing Facilities
- Reefer and Refrigerator Container
- Potable Water Truck and Drinking Water (add water troughs)
- Mobile Fleet Repair Facilities, Technicians and Mechanics
- Canteen, Inclusive of Operation and Staffing
- Traffic Control and Signage

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

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

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

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

a. Debris Removal
   - **The following services shall not be split:** ROW Debris Removal, ROE Debris Removal and Tree/Tree Stump/Limb Removal.

b. Ancillary Services
   - Debris Removal Contractors shall have the right to withdraw ancillary services from their proposal if they are not selected as a Debris Management Contractor.

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

EMERGENCY ROAD CLEARANCE:

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

The County will reimburse the contractor as follows:
County will compensate the Contractor based on Appendix A. Cost Proposal Equipment/Labor. Rate Schedule **(Item A).**

EMERGENCY POWER GENERATORS:

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

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

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

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

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

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

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

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

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

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

TEMPORARY SATELLITE COMMUNICATION:
The Contractor shall provide temporary satellite communications equipment and "on-air" talk time to the County to facilitate emergency communications within the County and with outside agencies due to loss of communications capability as identified and directed by the County. An initial eight (8) phones are required.
The County will reimburse the contractor as follows:
Contractor shall be compensated at a flat rate for regular phones, and a term for daily, weekly or monthly for satellite phones with a per usage rate, per Appendix A of the Cost Proposal Section, Satellite Communications **(Item D).** Equipment shall be leased by Contractor for the minimal allowed term, preferably weekly. The County will request a copy of the supplier's invoice with all supporting documentation for the pay request.

TEMPORARY SANITARY FACILITIES/PORTABLE HOUSING FACILITIES:

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

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

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

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

REEFER AND REFRIGERATOR CONTAINERS WITH INITIAL ICE DELIVERY:

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

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

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

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

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

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

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

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

POTABLE WATER TRUCK AND EMERGENCY BOTTLED WATER:
Upon the request of the EMC/EOC, the Contractor shall provide potable water trucks and emergency bottled water immediately following a disaster event. Placement of water trucks and bottled water shall be as directed by the EMC/EOC Potable water trucks and up to ten (200-300 gallon) water troughs for livestock feeding and watering operations may be requested by the county.

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

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

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

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

MOBILE FLEET REPAIR FACILITIES, TECHNICIANS AND MECHANICS:

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

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

CANTEEN:

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

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

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

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

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

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

Caterer must comply with current Health Ordinances.

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

There will be 3 regular serving times per day.

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

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

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

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

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

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

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

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

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

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

The County will reimburse the contractor as follows:

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

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

Emergency Menu Minimum Standards-

BREAKFAST

EVERYDAY: BREAKFAST SANDWICH/BURRITO, BOTTLED WATER

LUNCH

EVERYDAY: WRAP/SANDWICH, BOTTLED WATER

DINNER

EVERYDAY: WRAP/SANDWICH, BOTTLED WATER

TRAFFIC CONTROL AND SIGNAGE:

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

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

All equipment and materials proposed shall be in accordance with TXDOT regulations.
The Contractor shall be responsible for maintaining all equipment and the replacement of barricade batteries as needed. The County will reimburse the Contractor for the cost of replacement batteries.

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

RIGHT-OF-WAY DEBRIS REMOVAL:

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

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

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

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

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

Possible TDSRS Facilities:

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

Landfill sites:

Republic Services	Republic Services	Waste Management
5433 Labelle Road	2601 Jenkins Road	2175 West Cardinal Drive
Beaumont, TX 77705	Anahuac, TX 77514	Beaumont, TX 77701
409-242-4456	409-267-6666	409-842-0065

City of Beaumont Municipal Landfill	City of Port Arthur Sanitary Landfill
5895 Lafin	4732 Hwy 73
Beaumont, TX 77705	Beaumont, TX 77705
409-842-5686	409-736-1341

The County is requesting optional proposals for an incinerator curtain for processing vegetation and the final disposal of ash.

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

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

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

Task services shall include:

Picking up debris from right-of-way and transporting debris to the TDSRS;
Reduction of debris at the TDSRS; and
Loading and transporting reduced debris to a lawful disposal site.
The County requests unit prices for the following services:

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

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

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

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

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

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

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

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

The County will reimburse the Contractor as follows:
One unit price for pick up and final disposal for each item at the County's Recycling Center.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

TREE, TREE STUMP, AND TREE LIMB REMOVAL:

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

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

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

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

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

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

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

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

The County will not compensate for those stumps and limbs that are detached in the ROW and are capable of being loaded with the standard debris removal equipment.
If required, the Contractor shall be capable of executing services for this task of the scope of service within the first ninety-six (+/-) hours after disaster event.

The County will reimburse the contractor as follows:

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

DEMOLITION OF STRUCTURES (If implemented by the County):

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

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

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

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

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

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

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

The County will reimburse the Contractor as follows:

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

EMERGENCY TEMPORARY DRY-IN OF FACILITIES:

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

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

The basic scope for the evident services are as follows:

Roofing:

- Remove existing roofing material, inclusive of roof covering, tar paper, and nails and screws.

- Disposal of existing roofing and other materials shall include the loading and transportation of materials at the designated TDSRS site.
- Dry-in and secure a temporary roofing system, as approved by the County.

Overhead Doors:

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

Windows:

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

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

The County will compensate the Contractor as follows:

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

TEMPORARY SECURITY PERSONNEL:

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

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

The County will reimburse the contractor as follows:

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

TEMPORARY LIGHTING:

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

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

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

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

County will compensate the Contractor as follows:

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

TEMPORARY PORTABLE FUELING SITES AND DISPENSING:

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

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

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

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

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

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

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

RENTAL OF VARIOUS EQUIPMENT WITH AND WITHOUT OPERATORS:

As directed by the County, the Contractor shall provide all equipment, transportation, operators when requested and other incidentals required to provide rental of various equipment. This request shall include rear loading refuse trucks. This task will be reimbursed per the proposed hourly/rental rate schedule. If required, the Contractor shall be capable of executing services for this task of the scope of service within the first ninety-six (+/-) hours after disaster event.
The County will reimburse the contractor as follows:
Specified Equipment – County will compensate the Contractor based on Appendix A. Cost Proposal Equipment/Labor Rate Schedule **(Item A).**

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

TEMPORARY FENCING:

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

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

The County will reimburse the contractor as follows:

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

OTHER DISASTER RELATED SERVICES: WATERWAY DEBRIS REMOVAL

Contractor will remove and dispose of debris accumulated in the beaches of the County, and will collect, screen for debris removal, and re-deposit sand on the beach that has accumulated in adjacent areas up to 2500 feet from the original land

edge of the beach. Locations will be designated by the County's authorized representative. Contractor shall be compensated at a fixed percentage over their cost.

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

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

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

The County will reimburse the contractor as follows:

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

CLEANING OF STORM DRAINS

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

The County will reimburse the contractor as follows:

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

SECTION 6. PROPOSAL REQUIREMENTS

6.1 OBJECTIVE OF PROPOSAL

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

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

6.2 PROPOSER EXPERIENCE

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

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

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

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

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

6.3 TYPE OF SERVICES PROVIDED BY PROPOSER

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

1.

6.4 LAWS AND REGULATIONS

The Emergency Disaster Assistance Recovery Firm(s) must comply with all laws, ordinances, and rules and regulations which govern the work specified in this contract.

SECTION 7. PROPOSAL EVALUATION AND SELECTION PROCESS

7.1 INTRODUCTION TO EVALUATION AND SELECTION PROCESS

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

7.2 COST PROPOSAL

The Proposer must utilize the form provided on **PAGE 61 of these specifications** in its submission of a cost proposal in response to this RFP. The cost proposal must be included in each copy of the proposal. Any reworked version of this provided form that is intended to be a substitute for **PAGE 61 of these specifications**, that is provided by a Proposer may be determined as non-responsive, and may result in the proposal's disqualification.

7.3 EVALUATION COMMITTEE

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

7.4. EVALUATION PROCESS

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

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

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

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

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

Selected vendors may be expected to make a presentation/product demonstration to an Evaluation Committee and Commissioners' Court. Proposals, vendor presentations, and product/service evaluations may develop into

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

7.5 PROPOSAL EVALUATION CRITERIA:

a. RESPONSIVENESS – 15%

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

b. IMPLEMENTATION PLAN – 25%

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

c. PROPOSER QUALIFICATIONS – 25%

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

d. PERSONNEL QUALIFICATIONS – 15%

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

e. COST OF PROFESSIONAL SERVICES – 20%

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

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

COST PROPOSAL FORM: APPENDIX A

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

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

A. EQUIPMENT/LABOR

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

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

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

(Continued on Next Page)

Appendix A. Cost Proposal (Continued)

A. EQUIPMENT/LABOR *(Continued)*

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

EQUIPMENT RENTAL ONLY – NO OPERATORS

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

B. EMERGENCY ROAD CLEARANCE

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

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

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

(Continued on Next Page)

Appendix A. Cost Proposal (Continued)

C. EMERGENCY POWER GENERATORS

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

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

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

(Continued on Next Page)

Appendix A. Cost Proposal (Continued)

C. EMERGENCY POWER GENERATORS *(Continued)*

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

(Continued on Next Page)

Appendix A. Cost Proposal (Continued)

C. EMERGENCY POWER GENERATORS *(Continued)*

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

D. TEMPORARY SATELLITE COMMUNICATION

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

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

E. TEMPORARY SANITARY FACILITIES/PORTABLE HOUSING FACILITIES

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

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

(Continued on Next Page)

Appendix A. Cost Proposal (Continued)

F. REEFER & REFRIGERATION CONTAINERS WITH ICE DELIVERY

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

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

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

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

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

H. MOBILE FLEET REPAIR FACILITIES, TECHNICIANS, AND MECHANICS

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

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

(Continued on Next Page)

Appendix A. Cost Proposal (Continued)

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

I. CANTEEN

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

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

J. TRAFFIC CONTROL AND SIGNAGE

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

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

(Continued on Next Page)

Appendix A. Cost Proposal (Continued)

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

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

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

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

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

(Continued on Next Page)

Appendix A. Cost Proposal (Continued)

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

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

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

(Continued on Next Page)

Appendix A. Cost Proposal (Continued)

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

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

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

(Continued on Next Page)

Appendix A. Cost Proposal (Continued)

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

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

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

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

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

(Continued on Next Page)

Appendix A. Cost Proposal (Continued)

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

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

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

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

L. TREE, TREE STUMP, AND TREE LIMB REMOVAL

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

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

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

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

(Continued on Next Page)

Appendix A. Cost Proposal (Continued)

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

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

(Continued on Next Page)

Appendix A. Cost Proposal (Continued)

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

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

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

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

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

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

N. EMERGENCY TEMPORARY DRY-IN OF FACILITIES

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

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

(Continued on Next Page)

Appendix A. Cost Proposal (Continued)

O. TEMPORARY SECURITY PERSONNEL

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

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

P. TEMPORARY LIGHTING

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

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

Q. TEMPORARY PORTABLE FUELING SITES AND DISPENSING

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

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

R. RENTAL OF VARIOUS EQUIPMENT WITH AND WITHOUT OPERATORS

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

S. TEMPORARY FENCING

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

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

(Continued on Next Page)

Appendix A. Cost Proposal (Continued)

T. OTHER DISASTER RELATED SERVICES: WATERWAY DEBRIS REMOVAL

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

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

U. Cleaning of Storm Drains

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

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

(Continued on next page)

Appendix A. Cost Proposal (Continued)
U. Cleaning of Storm Drains (Continued)

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

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

NON-DISCLOSURE AGREEMENT

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

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

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

[Printed Name of Consultant]

_____

By: _____
Title: _____
Date: _____

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

RESPONDENT INFORMATION FORM

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

RFP Number & Name: (RFP 25-063/CG) Emergency Disaster Assistance Recovery for Jefferson County

Proposer's Company/Business Name: _____

Proposer's TAX ID Number: _____

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

Contact Person: _____ **Title:** _____

Phone Number (with area code): _____

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

Fax Number (with area code):_____

Email Address: _____

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

_____
Address

_____
City, State, Zip Code

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

VENDOR REFERENCES FORM

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

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

REFERENCE ONE

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ Fax: _____

Email Address: _____ Contract Period: _____

Scope of Work: _____

REFERENCE TWO

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ Fax: _____

Email Address: Contract Period: _____

Scope of Work: _____

REFERENCE THREE

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ Fax: _____

Email Address: Contract Period: _____

Scope of Work: _____

SIGNATURE PAGE

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

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

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

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

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

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

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

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

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

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

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

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

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

_____

Signature of Contractor's Authorized Official

_____

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

_____

Date

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

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

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

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.

2. Identify the status of the covered Federal action.

3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.

4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the sub-awardee, e.g., the first sub-awardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.

5. If the organization filing the report in item 4 checks “Sub-awardee,” then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.

6. Enter the name of the federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.

7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.

8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitations for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Included prefixes, e.g., “RFP-DE-90-001.”

9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.

10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).

11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

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

Approved by OMB
0348-0046

Disclosure of Lobbying Activities

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

Type of Federal Action: a. contract ____ b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	**Status of Federal Action:** a. bid/offer/application _____ b. initial award c. post-award	**Report Type:** a. initial filing _____ b. material change

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

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

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

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

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

(A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;

(B) a transaction conducted at a price and subject to terms available to the public; or

(C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

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

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

***

(2) the vendor:

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

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

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

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

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

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

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

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

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

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

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

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

(1) the date that the vendor:

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

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

(2) the date the vendor becomes aware:

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

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

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

CONFLICT OF INTEREST QUESTIONNAIRE

CONFLICT OF INTEREST QUESTIONNAIRE — FORM CIQ

For vendor doing business with local governmental entity

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

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

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

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

OFFICE USE ONLY

Date Received

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

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

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

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

_____
Name of Officer

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

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

☐ Yes ☐ No

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

☐ Yes ☐ No

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

☐ Yes ☐ No

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

4

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

Adopted 8/7/2015

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

LOCAL GOVERNMENT OFFICER
CONFLICTS DISCLOSURE STATEMENT – OFFICE USE ONLY

LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT

FORM CIS

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

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

OFFICE USE ONLY

Date Received

1 **Name of Local Government Officer**

2 **Office Held**

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

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

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

Date Gift Accepted _____ Description of Gift _____

Date Gift Accepted _____ Description of Gift _____

Date Gift Accepted _____ Description of Gift _____

(attach additional forms as necessary)

6 **AFFIDAVIT**

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

_____
Signature of Local Government Officer

AFFIX NOTARY STAMP / SEAL ABOVE

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

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

Adopted 8/7/2015

THIS FORM IS FOR OFFICE USE ONLY

GOOD FAITH EFFORT (GFE)

Determination Checklist

This information must be submitted with your proposal.

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

Did the Prime Contractor/Consultant . . .

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

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

☐ Yes ☐ No 3. **Provide** HUBs that were genuinely interested in bidding on a subcontractor, adequate information regarding the project (i.e., plans, specifications, scope of work, bonding and insurance requirements, and a point of contract within the Prime Contractor/Consultant's organization)?

☐ Yes ☐ No 4. **Negotiate** in good faith with interested HUBs, and not reject bids from HUBs that qualify as lowest and responsive bidders?

☐ Yes ☐ No 5. **Document** reasons HUBs were rejected? Was a written rejection notice, including the reason for rejection, provided to the rejected HUBs?

☐ Yes ☐ No 6. If Prime Contractor/Consultant has zero (0) HUB participation, **please explain the reasons why.**

If "No" was selected, please explain and include any pertinent documentation with your proposal.
If necessary, please use a separate sheet to answer the above questions.

Printed Name of Authorized Representative

Signature

Title

Date

REQUIRED FORM
<u>Proposer</u>:
Please complete this form and include with proposal submission.

Notice of Intent (NOI) to Subcontract with Historically Underutilized Business (HUB)

This information must be submitted with your proposal.

Proposer intends to utilize subcontractors/sub-consultants in the fulfillment of this contract (if awarded).
☐ Yes ☐ No

Instructions for Prime Contractor/Consultant: Proposer shall submit this form with the bid; however, the information below may be submitted after contract award, but prior to beginning performance on the contract. Please submit one form for each HUB Subcontractor/Sub-consultant with proper signatures, per the terms and conditions of your contract.

Contractor Name: _____ HUB: p Yes p No

Address: _____
Street City State Zip

Phone (with area code): _____ Fax (with area code): _____

Project Title & No.: _____

Prime Contract Amount: $ _____

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

Certifying Agency: ☐ Tx. Bldg & Procurement Comm. ☐ Jefferson County ☐ Tx Unified Certification Prog.

Address: _____
Street City State Zip

Phone (with area code): _____ Fax (with area code): _____

Proposed Subcontract Amount: $ _____ Percentage of Prime Contract: _____ %

Description of Subcontract Work to be Performed: _____

Printed Name of Contractor Representative	Signature of Representative	Date
Printed Name of HUB	Signature of Representative	Date

NOTE: NOTHING ON THIS NOTICE OF INTENT FORM IS INTENDED TO CONFER ANY RIGHTS, EXPRESSED OR IMPLIED, TO ANY THIRD PARTIES.

Pre-Approval for Subcontractor Substitutions must be obtained from the Jefferson County Purchasing Agent's Representative. The "HUB Subcontractor/Sub-consultant Change Form" must be completed and faxed to 409-835-8456.

REQUIRED FORM
Proposer:
Please complete this form and include with proposal submission.

Historically Underutilized Business (HUB)
Subcontracting Participation Declaration Form

Page 1 of 4

This information must be submitted with your proposal.

Proposer intends to utilize subcontractors/sub-consultants in the fulfillment of this contract (if awarded).
☐ Yes ☐ No

Prime Contractor: _____ HUB: ☐ Yes ☐ No

HUB Status (Gender & Ethnicity): _____

Address: _____
Street City State Zip

Phone (with area code): _____ Fax (with area code): _____

Project Title & No.: _____ IFB/RFP No.: _____

Total Contract: $ _____ Total HUB Subcontract(s): $ _____

Construction HUB Goals: 12.8% MBE:: _____ % 12.6% WBE: _____ %

Sub-goals: 1.7 African-American, 9.7% Hispanic, 0.7% Native American, 0.8% Asian American.
Use these goals as a guide to diversify.

FOR HUB OFFICE USE ONLY:

Verification date HUB Program Office reviewed and verified HUB Sub information Date: _____ Initials: _____

PART I. HUB SUCONTRACTOR DISCLOSURE

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

Certifying Agency: ☐ Texas Bldg & Procurement Comm. ☐ Texas Unified Certification Prog.

Address: _____
Street City State Zip

Contact person: _____ Title: _____

Phone (with area code): _____ Fax (with area code): _____

Proposed Subcontract Amount: $ _____ Percentage of Prime Contract: _____ %

Description of Subcontract Work to be Performed: _____

REQUIRED FORM
Proposer:
Please complete this form and include with proposal submission.

Historically Underutilized Business (HUB)
Subcontracting Participation Declaration Form

HUB Subcontractor Disclosure
PART I: Continuation Sheet (Duplicate as Needed)

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

Certifying Agency: ☐ Tx. Bldg & Procurement Comm. ☐ Jefferson County ☐ Tx Unified Certification Prog.

Address: _____
Street City State Zip

Contact person: _____ Title: _____

Phone (with area code): _____ Fax (with area code): _____

Proposed Subcontract Amount: $ _____ Percentage of Prime Contract: _____ %

Description of Subcontract Work to be Performed: _____

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

Certifying Agency: ☐ Tx. Bldg & Procurement Comm. ☐ Jefferson County ☐ Tx Unified Certification Prog.

Address: _____
Street City State Zip

Contact person: _____ Title: _____

Phone (with area code): _____ Fax (with area code): _____

Proposed Subcontract Amount: $ _____ Percentage of Prime Contract: _____ %

Description of Subcontract Work to be Performed: _____

All HUB Subcontractor Participation may be verified with the HUB Subcontractor(s) listed on PART I.

REQUIRED FORM
<u>Proposer</u>:
Please complete this form and include with proposal submission.

Historically Underutilized Business (HUB)
Subcontracting Participation Declaration Form

PART II: STATEMENT OF NON-COMPLIANCE FOR NOT MEETING HUB SUBCONTRACTING GOALS

Please complete Good Faith Effort (GFE) Checklist and attach any supporting documentation.

Our firm was unable to meet the HUB goals for this project for the following reasons:

- ☐ All subcontractors to be utilized are "Non-HUBs." *(Complete Part III)*
- ☐ HUBs were solicited but did not respond.
- ☐ HUBs solicited were not competitive.
- ☐ HUBs were unavailable for the following trade(s):
- ☐ Other: _____

Was the Jefferson County HUB Office contacted for assistance in locating HUBs? ☐ Yes ☐ No

PART III: DISCLOSURE OF OTHER "NON-HUB" SUBCONTRACTS

The Proposer shall use this area to provide a listing of all "Non-HUB" Subcontractors, including suppliers, that will perform under this project. A list of those "Non-HUB" Subcontractors the Proposer selects, after bid submission, shall be provided to the Purchasing Office not later than five (5) calendar days after being notified that Proposer is the apparent low Proposer. A list of those "Non-HUB" Subcontractors that are selected after contract award must be provided immediately after their selection.

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

Phone (with area code): _____ Fax (with area code): _____

Proposed Subcontract Amount: $ _____ Percentage of Prime Contract: _____ %

Description of Subcontract Work to be Performed: _____

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

Phone (with area code): _____ Fax (with area code): _____

Proposed Subcontract Amount: $ _____ Percentage of Prime Contract: _____ %

Description of Subcontract Work to be Performed: _____

REQUIRED FORM
Proposer:
Please complete this form and include with proposal submission.

Historically Underutilized Business (HUB)
Subcontracting Participation Declaration Form

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

Phone (with area code): _____ Fax (with area code): _____

Proposed Subcontract Amount: $ _____ Percentage of Prime Contract: _____ %

Description of Subcontract Work to be Performed: _____

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

Phone (with area code): _____ Fax (with area code): _____

Proposed Subcontract Amount: $ _____ Percentage of Prime Contract: _____ %

Description of Subcontract Work to be Performed: _____

I hereby certify that I have read the *HUB Program Instructions and Information*, truthfully completed all applicable parts of this form, and **attached any necessary support documentation as required**. I fully understand that intentionally falsifying information on this document may result in my not receiving a contract award or termination of any resulting contract.

Name (print or type): _____

Title: _____

Signature: _____

Date: _____

E-mail address: _____

Contact person that will be in charge of invoicing for this project:

Name (print or type): _____

Title: _____

Date: _____

E-mail address: _____

REQUIRED FORM
Proposer:
Please complete this form and include with proposal submission.

RESIDENCE CERTIFICATION/TAX FORM

Pursuant to Texas Government Code §2252.001 *et seq*., as amended, Jefferson County requests Resident Certification. §2252.001 *et seq*. of the Government Code provides some restrictions on the awarding of governmental contracts; pertinent provisions of §2252.001 are stated below:

(3) "Non-resident RFP Respondent" refers to a person who is not a resident.

(4) "Resident RFP Respondent" refers to a person whose principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

☐ I certify that _____ [company name] is a Resident Respondent of Texas as defined in Government Code §2252.001.

☐ I certify that _____ [company name] is a Non-Resident Respondent as defined in Government Code §2252.001 and our principal place of business is _____ _____ (city and state).

Taxpayer Identification Number (T.I.N.):	
Company Name submitting bid/proposal/response:	
Mailing address:	
If you are an individual, list the names and addresses of any partnership of which you are a general partner:	

Property: List all taxable property owned by you or above partnerships in Jefferson County.

Jefferson County Tax Acct. No.*	Property address or location**

* This is the property amount identification number assigned by the Jefferson County Appraisal District.

** For real property, specify the property address or legal description. For business property, specify the address where the property is located. For example, office equipment will normally be at your office, but inventory may be stored as a warehouse or other location.

REQUIRED FORM
<u>Proposer</u>:
Please complete this form and include with proposal submission.

HOUSE BILL 89 VERIFICATION

I, _____, the undersigned representative of (company or business name)_____ (heretofore referred to as company) being an adult over the age of eighteen (18) years of age, after being duly sworn by the undersigned notary, do hereby depose and verify under oath that the company named above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270:

1. Does not boycott Israel currently; and
2. Will not boycott Israel during the term of the contract.

Pursuant to Section 2270.002, Texas Government Code:

1. "**Boycott Israel**" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made ordinary business purposes; and

2. "**Company**" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or an limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business association that exist to make a profit.

_____
Signature of Company Representative

_____
Date

On this _____ day of _____, 20____, personally appeared

_____, the above-named person, who after by me being duly sworn, did swear and confirm that the above is true and correct.

Notary Seal

_____
Notary Signature

_____
Date

REQUIRED FORM
<u>Proposer</u>:
Please complete this form and include with proposal submission.

SENATE BILL 252 CERTIFICATION

On this day, I, Deborah L. Clark, Purchasing Agent for Jefferson County, Texas, pursuant to Texas Government Code, Chapter 2252, Section 2252.152 and Section 2252.153, certify that I did review the website of the Comptroller of the State of Texas concerning the listing of companies that is identified under Section 806.051, Section 807.051, or Section 2253.253 and I have ascertained that the below named company is not contained on said listing of companies which do business with Iran, Sudan, or any Foreign Terrorist Organization.

_____

Company Name

_____

IFB/RFP/RFQ number

Certification check performed by:

_____

Purchasing Representative

_____

Date

RESPONDENT'S AFFIDAVIT

I have carefully examined the Request for Proposal Specifications, and any other documents accompanying or made a part of this Request for Proposals.

I hereby propose to furnish the goods or services specified in the Request for Proposal. I agree that my proposal will remain firm for a period of up to **90 days** in order to allow Jefferson County adequate time to evaluate the qualifications submitted.

I verify that all information contained in this proposal is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this proposal on behalf of the firm as its act and deed and that the firm is ready, willing and able to perform if awarded the contract.

I further certify, under oath, that this proposal is made without prior understanding, agreement, connection, discussion, or collusion with any other person, firm or corporation submitting a proposal for the same product or service: no officer, employee or agent of Jefferson County or any other Respondent is interested in said proposal: and that the undersigned executed this Respondent's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

_____
NAME OF BUSINESS

BY:

_____
SIGNATURE

_____
NAME & TITLE, TYPED OR PRINTED

_____
MAILING ADDRESS

_____
CITY, STATE, ZIP CODE

(___) _____
TELEPHONE NUMBER

Sworn to and subscribed before me
this _____day of
_____, 20___

_____
Notary Public

State of _____

My Commission Expires: _____

REQUIRED FORM
Proposer:
Please complete this form and include with proposal submission.

JEFFERSON COUNTY PURCHASING DEPARTMENT
Deborah L. Clark, Purchasing Agent
1149 Pearl Street
1st Floor, Beaumont, TX 77701
OFFICE MAIN: (409) 835-8593
FAX: (409) 835-8456

1. **Question:** The governing bodies for prisoner transportation and extradition companies are the US Department of Transportation (USDOT), Federal Motor Carrier Safety Administration (FMCSA), and the US Department of Justice (USDOJ)? Will **Jefferson County** acknowledge the guidelines and laws set forth by these departments?

   Answer: See Scope of project on page 43 Section 4.0

2. **Question:** Will **Jefferson County** require that vendors meet all requirements for limits on continuous travel hours and miles as governed by the FMCSA (Section 395.5 (a)? If so, will vendors be required to submit drivers logs to verify that they conform to those requirements?

   Answer: Yes. Will be required to submit upon request.

3. **Question:** Will **Jefferson County** require vendors to have a Satisfactory Audit Rating from the FMCSA, which measures the vendor's compliance with the Federal Motor Carrier Safety Regulations?

   Answer: See Question and Answer #1

4. **Question:** Proof of Authority to Operate is provided by a transport company being issued a Motor Carrier Number (MC #) by the FMCSA. This allows transport vendors to cross state lines with inmates in their custody. Will **Jefferson County** acknowledge and require an active Motor Carrier Number?

   Answer: Contractor must comply with all pertinent Federal Regulations, See Question and answer #1.

5. **Question:** Does **Jefferson County** realize that to be in compliance with the FMCSA, vendors are required to carry Automobile Liability: If transporting in a vehicle rated for 15 passengers or less, minimum coverage of one million five hundred thousand dollars ($1,500,000) per occurrence combined single limit for automobile liability and property damage; and/or: If transporting in a vehicle rated for 16 passengers or more, minimum coverage shall be five million dollars ($5,000,000) per occurrence combined single limit for automobile liability and property damage?

   Answer: See Section 3, #10 on pages 38-39

6. **Question:** If a vendor states they transport 8 passengers or less in a vehicle that was designed to carry more passengers, will **Jefferson County** uphold the FMCSA Regulation 383.5 which states, "designed to carry" vehicles refer to the number of designated seats as originally designed? Meaning if a vendor states they only carry 8

JEFFERSON COUNTY PURCHASING DEPARTMENT
Deborah L. Clark, Purchasing Agent

1149 Pearl Street
1st Floor, Beaumont, TX 77701

OFFICE MAIN: (409) 835-8593
FAX: (409) 835-8456

Addendum to IFB

IFB NUMBER: (IFB 25-049/CG)

IFB TITLE: Term Contract for Prisoner Transportation Services for Jefferson County

IFB DUE BY: 11:00am, CST, Wednesday, November 19, 2025

ADDENDUM NO.: 1

ISSUED (DATE): November 3, 2025

To Bidder: This Addendum is an integral part of the IFB package under consideration by you as a Bidder in connection with the subject matter herein identified. Jefferson County deems all sealed bids to have been proffered in recognition and consideration of the entire IFB Specifications Package – *including all addenda*. For purposes of clarification, **receipt of this present Addendum by a Bidder should be evidenced by returning it (signed) as part of the Bidder's sealed bid submission.** If the bid submission has already been received by the Jefferson County Purchasing Department, Bidder should return this addendum in a separate sealed envelope, clearly marked with the IFB Title, IFB Number, and IFB Opening Date and Time, as stated above.

Reason for Issuance of this Addendum: Vendor Questions

The information included herein is hereby incorporated into the documents of this present bid matter and supersedes any conflicting documents or portion thereof previously issued.

Receipt of this Addendum is hereby acknowledged by the undersigned Respondent:

ATTEST:
Veronica Falcon
Witness

Witness

Approved by ____ Date: _____

Authorized Signature (Respondent)

owner
Title of Person Signing Above

Tripod concepts LLC
Typed Name of Business or Individual

5007 State guard ct Richmond TX
Address

BID AFFIDAVIT

The undersigned certifies that the bid prices contained in this bid have been carefully reviewed and are submitted as correct and final. Bidder further certifies and agrees to furnish any and/or all commodities upon which prices are extended at the price offered, and upon the conditions contained in the specifications and the Notice to Bidders.

STATE OF Texas COUNTY OF Harris

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas

on this day personally appeared _____, who
(name)

after being by me duly sworn, did depose and say:

"I, Samson Fohm am a duly authorized officer of/agent
(name)

for Tripod Concepts LLC and have been duly authorized to execute the
(name of firm)

foregoing on behalf of the said Tripod Concepts LLC.
(name of firm)

I hereby certify that the foregoing bid has not been prepared in collusion with any other Bidder or other person or persons engaged in the same line of business prior to the official opening of this bid. Further, I certify that the Bidder is not now, nor has been for the past six (6) months, directly or indirectly concerned in any pool or agreement or combination, to control the price of services/commodities bid on, or to influence any person or persons to bid or not to bid thereon."

Name and address of Bidder: Tripod concepts LLC

Fax: _____ Telephone# 832-707-7390

by: _____ Title: Owner
(print name)

Signature: _____

SUBSCRIBED AND SWORN to before me by the above-named

SAMSON FOHM on

this the 12 day of November, 2025

_____
Notary Public in and for
the State of TEXAS.

FELICIANO TAX, JR.
Notary Public, State of Texas
Commission Expires 06-03-2026
Notary ID 12927642-4

REQUIRED FORM
Bidder: Please complete this form and include with bid submission.

SENATE BILL 252 CERTIFICATION

On this day, I, Deborah L. Clark, Purchasing Agent for Jefferson County, Texas, pursuant to Texas Government Code, Chapter 2252, Section 2252.152 and Section 2252.153, certify that I did review the website of the Comptroller of the State of Texas concerning the listing of companies that is identified under Section 806.051, Section 807.051, or Section 2253.253 and I have ascertained that the below named company is not contained on said listing of companies which do business with Iran, Sudan, or any Foreign Terrorist Organization.

Tripod concepts LLC

Company Name

IFB/RFP/RFQ number

Certification check performed by:

Purchasing Representative

Date

THIS FORM IS FOR OFFICE USE ONLY

HISTORICALLY UNDERUTILIZED BUSINESS (HUB)
SUCONTRACTING PARTICIPATION DECLARATION FORM

PART II: STATEMENT OF NON-COMPLIANCE FOR NOT MEETING HUB SUBCONTRACTING GOALS

Instructions to Bidder: Please complete Good Faith Effort (GFE) Checklist and attach any supporting documentation.

Our firm was unable to meet the HUB goals for this project for the following reasons:

- ☐ All Subcontractors to be utilized are "Non-HUBs." *(Complete Part III)*
- ☐ HUBs were solicited but did not respond.
- ☐ HUBs solicited were not competitive.
- ☐ HUBs were unavailable for the following trade(s):
- ☐ Other: _____

Was the Jefferson County HUB Office contacted for assistance in locating HUBs? ☐ Yes ☐ No

PART III: DISCLOSURE OF OTHER "NON-HUB" SUBCONTRACTS

The Bidder shall use this area to provide a listing of all "Non-HUB" Subcontractors, including suppliers, that will perform under this project. A list of those "Non-HUB" Subcontractors the Bidder selects, after bid submission, shall be provided to the Purchasing Office not later than five (5) calendar days after being notified that Bidder is the apparent low Bidder. A list of those "Non-HUB" Subcontractors that are selected after contract award must be provided **immediately** after their selection.

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

Phone (with area code): _____ Fax (with area code): _____

Proposed Subcontract Amount: $ _____ Percentage of Prime Contract: _____ %

Description of Subcontract Work to be Performed: _____

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

Phone (with area code): _____ Fax (with area code): _____

Proposed Subcontract Amount: $ _____ Percentage of Prime Contract: _____ %

Description of Subcontract Work to be Performed: _____

REQUIRED FORM
Bidder: Please complete this form and include with bid submission.

HISTORICALLY UNDERUTILIZED BUSINESS (HUB)
SUBCONTRACTING PARTICIPATION DECLARATION FORM

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

Phone (with area code): _____ Fax (with area code): _____

Proposed Subcontract Amount: $ _____ Percentage of Prime Contract: _____ %

Description of Subcontract Work to be Performed: _____

_____

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

Phone (with area code): _____ Fax (with area code): _____

Proposed Subcontract Amount: $ _____ Percentage of Prime Contract: _____ %

Description of Subcontract Work to be Performed: _____

_____

I hereby certify that I have read the *HUB Program Instructions and Information*, truthfully completed all applicable parts of this form, and **attached any necessary support documentation as required.** I fully understand that intentionally falsifying information on this document may result in my not receiving a contract award or termination of any resulting contract.

Name (print or type): _____

Title: _____

Signature: _____

Date: _____

E-mail address: _____

Contact person that will be in charge of invoicing for this project:

Name (print or type): _____

Title: _____

Date: _____

E-mail address: _____

REQUIRED FORM
Bidder: Please complete this form and include with bid submission.

HISTORICALLY UNDERUTILIZED BUSINESS (HUB)
SUCONTRACTING PARTICIPATION DECLARATION FORM

Bidder intends to utilize Subcontractors/Subconsultants in the fulfillment of this contract (if awarded).
☐ Yes ☑ No

Prime Contractor: _____ HUB: ☐ Yes ☐ No

HUB Status (Gender & Ethnicity): _____

Address: _____
Street City State Zip

Phone (with area code): _____ Fax (with area code): _____

Project Title & No.: _____ IFB/RFP No.: _____

Total Contract: $ _____ Total HUB Subcontract(s): $ _____

Construction HUB Goals: 12.8% MBE:: _____ % 12.6% WBE: _____ %

Sub-goals: 1.7 African-American, 9.7% Hispanic, 0.7% Native American, 0.8% Asian American.
Use these goals as a guide to diversify.

FOR HUB OFFICE USE ONLY:

Verification date HUB Program Office reviewed and verified HUB Sub information Date: _____ Initials: _____

PART I. HUB SUBCONTRACTOR DISCLOSURE

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

Certifying Agency: ☐ Texas Bldg & Procurement Comm. ☐ Texas Unified Certification Prog.

Address: _____
Street City State Zip

Contact person: _____ Title: _____

Phone (with area code): _____ Fax (with area code): _____

Proposed Subcontract Amount: $ _____ Percentage of Prime Contract: _____ %

Description of Subcontract Work to be Performed: _____

REQUIRED FORM
Bidder: Please complete this form and include with bid submission.

HISTORICALLY UNDERUTILIZED BUSINESS (HUB)
SUBCONTRACTING PARTICIPATION DECLARATION FORM

HUB Subcontractor Disclosure

PART I: Continuation Sheet (Duplicate as Needed)

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

Certifying Agency: ☐ Tx. Bldg & Procurement Comm. ☐ Jefferson County ☐ Tx Unified Certification Prog.

Address: _____
Street City State Zip

Contact person: _____ Title: _____

Phone (with area code): _____ Fax (with area code): _____

Proposed Subcontract Amount: $ _____ Percentage of Prime Contract: _____ %

Description of Subcontract Work to be Performed: _____

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

Certifying Agency: ☐ Tx. Bldg & Procurement Comm. ☐ Jefferson County ☐ Tx Unified Certification Prog.

Address: _____
Street City State Zip

Contact person: _____ Title: _____

Phone (with area code): _____ Fax (with area code): _____

Proposed Subcontract Amount: $ _____ Percentage of Prime Contract: _____ %

Description of Subcontract Work to be Performed: _____

All HUB Subcontractor Participation may be verified with the HUB Subcontractor(s) listed on Part I.

REQUIRED FORM
Bidder: Please complete this form and include with bid submission.

NOTICE OF INTENT (NOI) TO SUBCONTRACT WITH HISTORICALLY UNDERUTILIZED BUSINESS (HUB)

Bidder intends to utilize Subcontractors/Subconsultants in the fulfillment of this contract (if awarded).
☐ Yes ☑ No

Instructions for Prime Contractor/Consultant: Bidder shall submit this form with the bid; however, the information below may be submitted after contract award, but prior to beginning performance on the contract.

Please submit one form for each HUB Subcontractor/Subconsultant with proper signatures, per the terms and conditions of your contract.

Contractor Name: Samson Farm HUB: ☐ Yes ☑ No

Address: 5907 Shade grove ct Richmond TX 77407
Street City State Zip

Phone (with area code): 832-707-7390 Fax (with area code): _____

Project Title & No.: Prisoner transportation services (IFB 25-049/CG)

Prime Contract Amount: $ _____

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

Certifying Agency: ☐ Tx. Bldg & Procurement Comm. ☐ Jefferson County ☐ Tx Unified Certification Prog.

Address: _____
Street City State Zip

Phone (with area code): _____ Fax (with area code): _____

Proposed Subcontract Amount: $ _____ Percentage of Prime Contract: _____ %

Description of Subcontract Work to be Performed: _____

Samson Farm	[signature]	11/10/25
Printed Name of Contractor Representative	Signature of Representative	Date
_____	_____	_____
Printed Name of HUB	Signature of Representative	Date

Note: Nothing on this Notice of Intent Form is intended to confer any rights, expressed or implied, to any third parties.

Pre-Approval for Subcontractor Substitutions must be obtained from the Jefferson County Purchasing Agent's Representative. The "HUB Subcontractor/Subconsultant Change Form" must be completed and faxed to 409-835-8456.

REQUIRED FORM
Bidder: Please complete this form and include with bid submission.

GOOD FAITH EFFORT (GFE) DETERMINATION CHECKLIST

Bidder intends to utilize Subcontractors/Subconsultants in the fulfillment of this contract (if awarded).
☐ Yes ☑ No

Instructions: In order to determine if a "Good Faith Effort" was made in soliciting HUBs for subcontracting opportunities, the following checklist and supporting documentation shall be completed by the Prime Contractor/Consultant, and returned with the Prime Contractor/ Consultant's bid. This list contains the **minimum** efforts that should be put forth by the Prime Contractor/Consultant when attempting to achieve or exceed the goals of HUB Subcontractor participation. The Prime Contractor/Consultant may extend his/her efforts in soliciting HUB Subcontractor participation beyond what is listed below.

Did the Prime Contractor/Consultant . . .?

☐ Yes	☑ No	1. To the extent practical, and consistent with standard and prudent industry standards, divide the contract work into the smallest feasible portions, to allow for maximum HUB Subcontractor participation?
☐ Yes	☑ No	2. **Notify** in writing a reasonable number of HUBs, allowing sufficient time for effective participation of the planned work to be subcontracted?
☐ Yes	☑ No	3. **Provide** HUBs that were genuinely interested in bidding on a Subcontractor, adequate information regarding the project (i.e., plans, specifications, scope of work, bonding and insurance requirements, and a point of contract within the Prime Contractor/Consultant's organization)?
☐ Yes	☑ No	4. **Negotiate** in good faith with interested HUBs, and not reject bids from HUBs that qualify as lowest and responsive Bidders?
☐ Yes	☑ No	5. **Document** reasons HUBs were rejected? Was a written rejection notice, including the reason for rejection, provided to the rejected HUBs?
☐ Yes	☑ No	6. If Prime Contractor/Consultant has zero (0) HUB participation, **please explain the reasons why.**

If "No" was selected, please explain and include any pertinent documentation with your bid.
If necessary, please use a separate sheet to answer the above questions.

Samson Farm
Printed Name of Authorized Representative

Signature

owner
Title

11/10/25
Date

REQUIRED FORM
Bidder: Please complete this form and include with bid submission.

CONFLICT OF INTEREST QUESTIONNAIRE

CONFLICT OF INTEREST QUESTIONNAIRE **FORM CIQ**
For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. *See* Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY
Date Received

1 **Name of vendor who has a business relationship with local governmental entity.**

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information in this section is being disclosed.**

_____
Name of Officer

This section (item 3 including subparts A, B, C, & D) must be completed for each officer with whom the vendor has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☑ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☑ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more?

☐ Yes ☑ No

D. Describe each employment or business and family relationship with the local government officer named in this section.

4 _____ 11/18/25
Signature of vendor doing business with the governmental entity Date

Adopted 8/7/2015

REQUIRED FORM
Bidder: Please complete this form and include with bid submission.

LOCAL GOVERNMENT OFFICER
CONFLICTS DISCLOSURE STATEMENT – OFFICE USE ONLY

LOCAL GOVERNMENT OFFICER
CONFLICTS DISCLOSURE STATEMENT — **FORM CIS**

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This is the notice to the appropriate local governmental entity that the following local government officer has become aware of facts that require the officer to file this statement in accordance with Chapter 176, Local Government Code.

OFFICE USE ONLY

Date Received

1 **Name of Local Government Officer**

N/A

2 **Office Held**

N/A

3 **Name of vendor described by Sections 176.001(7) and 176.003(a), Local Government Code**

N/A

4 **Description of the nature and extent of employment or other business relationship with vendor named in item 3**

N/A

5 **List gifts accepted by the local government officer and any family member, if aggregate value of the gifts accepted from vendor named in item 3 exceeds $100 during the 12-month period described by Section 176.003(a)(2)(B).**

Date Gift Accepted _____ Description of Gift _____

Date Gift Accepted _____ Description of Gift _____

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.

N/A

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

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:

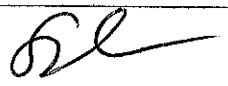
1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection 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

Samson Fahm

Name and Title of Contractor's Authorized Official *(Please Print)*

11/10/25

Date

REQUIRED FORM
Bidder: Please complete this form and include with bid submission.

SIGNATURE PAGE

As permitted under Article 4413 (32c) V.A.C.S., other governmental entities may wish to participate under the same terms and conditions contained in this contract (i.e., piggyback). In the event any other entity participates, all purchase orders will be issued directly from and shipped directly to the entity requiring supplies/services. Jefferson County shall not be held responsible for any orders placed, deliveries made or payment for supplies/services ordered by another entity. Each entity reserves the right to determine their participation in this contract.

Would Bidder be willing to allow other governmental entities to piggyback off this contract, if awarded, under the same terms and conditions? ..... **Yes** ☑ **No** ☐

This bid shall remain in effect for ninety (90) days from bid opening and shall be exclusive of federal excise and state and local sales tax (exempt).

The undersigned agrees, if this bid is accepted, to furnish any and all items upon which prices are offered, at the price and upon the terms and conditions contained in the Invitation for Bid, Conditions of Bidding, Terms of Contract, and Specifications and all other items made a part of the accepted contract.

The undersigned affirms that they are duly authorized to execute the contract, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other Bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other Bidder or to any other person(s) engaged in this type of business prior to the official opening of this bid. And further, that neither the Bidder nor their employees nor agents have been for the past six (6) months directly nor indirectly concerned in any pool or agreement or combination to control the price of goods or services on, nor to influence any person to bid or not to bid thereon.

Tripod concepts LLC
Bidder (Entity Name)

8307 Shale grove ct
Street & Mailing Address

Richmond TX 77407
City, State & Zip

832-707-7390
Telephone Number

SFelton@tripodconcepts.org
E-mail Address

Signature

Samson Felton
Print Name

11/10/25
Date Signed

Fax Number

REQUIRED FORM
Bidder: Please complete this form and include with bid submission.

VENDOR REFERENCES FORM

Bidder: Please list at least three (3) companies or governmental agencies (preferably a municipality) where the same or similar products and/or services as contained in this specification package were recently provided.

REQUIRED FORM
Bidder: Please complete this form and include with bid submission.

REFERENCE ONE

Government/Company Name: Harris County Health

Address: 1001 Preston

Contact Person and Title: Luke Hendrick

Phone: 7132744895 Fax: _____

Email Address: luke.hendrick@pw.hctx.net Contract Period: 4 years

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: _____

Item	Air Transport: Juvenile		
4	Juvenile Prisoner Transport by Air: Price all-inclusive other than airfare Airfare to be itemized on invoice	Hourly rate per officer:	$ 150.00
		Is there a minimum charge per transport?	Yes____ No____
		If Yes, state minimum charge:	$
		Is there a markup on airfare?	Yes___ No___
		If Yes, state the Markup:	$

Item	Miscellaneous	
5	Additional Fee for rush/Expedited pick up:	Yes____ No____
	If yes, state the fee:	$
6	Additional Fee for medical ground transport:	Yes____ No____
	If yes, state the fee:	$

Do you currently possess a Satisfactory Audit Rating from FMCSA? _____Yes _____No
(please attach FMCSA Company Snapshot)

BIDDER ACKNOWLEDGEMENT OF BID ADDENDA (IF APPLICABLE):

Addendum 1 ___/___ Date Received_____

Addendum 2 _____ Date Received_____

Addendum 3 _____ Date Received_____

BIDDER: INCLUDE FULL, SIGNED, & ATTESTED COPY OF EACH ADDENDUM ISSUED WITH BID SUBMISSION.

REQUIRED FORM
Bidder: Please complete this form and include with bid submission.

BIDDER: INSERT ALL ADDENDA BEHIND THIS PAGE.
PLEASE BE SURE TO COMPLETE, SIGN, ATTEST, AND DATE EACH ADDENDUM.

BID FORM

Item	Ground Transport: Adult		
1	Adult Prisoner Transport	Price per mile	$ 80.00
		Is there a minimum charge per transport?	Yes____ No____
		If Yes, state minimum charge:	$
	Cost for additional adult prisoner	Price per mile	$ 60.00
		Is there a minimum charge per transport?	Yes___ No___
		If Yes, State minimum charge:	$

Item	Ground Transport: Juvenile		
2	Juvenile Prisoner Transport	Price per mile	$ 60.00
		Is there a minimum charge per transport?	Yes____ No____
		If Yes, state minimum charge:	$
	Cost for additional Juvenile prisoner	Price per mile	$ 50.00
		Is there a minimum charge per transport?	Yes___ No___
		If Yes, State minimum charge:	$

Item	Air Transport: Adult		
3	Adult Prisoner Transport by Air: Price all-inclusive other than airfare Airfare to be itemized on invoice	Hourly rate per officer:	$ 50.00
		Is there a minimum charge per transport?	Yes____ No____
		If Yes, state minimum charge:	$
		Is there a markup on airfare?	Yes___ No___
		If Yes, state the Markup:	$

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

passengers on a vehicle, but that vehicle was originally designed to carry 9-15 passengers, will **Jefferson County** follow federal guidelines and require that vendor to have a Motor Carrier number?

Answer: See Question and Answer #1 and Section 4.1.4.

7. **Question:** Will **Jefferson County** check the VIN numbers of vendors vehicles to confirm their vehicles are compliant with FMCSA Regulation 383.5?

   Answer: See Section 4.1.4

8. **Question:** Does **Jefferson County** require vendors to have been in business for a specific number of years to ensure company stability?

   Answer: No

BIDDER INFORMATION FORM

Instructions: Complete the form below. Please provide legible, accurate, and complete contact information. PLEASE PRINT.

Bid Number & Name: (IFB 25-049/CG) Term Contract for Prisoner Transportation Services for Jefferson County

Bidder's Company/Business Name: Tripod Concepts LLC

Bidder's TAX ID Number: 86-3720008

***If Applicable*:** **HUB Vendor No.** _____ **DBE Vendor No.** _____

Contact Person: Samson Fadim **Title:** Owner

Phone Number (with area code): 832-707-7390

Alternate Phone Number if available (with area code): _____

Fax Number (with area code): _____

Email Address: Sfadim@tripodconcepts.org

Mailing Address (Please provide a physical address for bid bond return, if applicable):

5007 Shale grove court

Address

Richmond Tx 77407

City, State, Zip Code

REQUIRED FORM
Bidder: Please complete this form and include with bid submission.

SECTION 4: MINIMUM SPECIFICATIONS

The following requirements and specifications supersede General Bid Requirements where applicable. Any questions relating to bid submission or bid item specifications requirements should be directed to Cindy Greene, Contract Specialist at 409-835-8593 or via email at: Cynthia.greene@jeffersoncountytx.gov. If no response in 72 hours, contact Deborah Clark, Purchasing Agent at 409-835-8593 or by email at deb.clark@jeffersoncountytx.gov. Please reference Bid Number: IFB 25-049/CG.

4.0 SCOPE OF PROJECT:

Jefferson County is soliciting bids for Interstate and Intrastate Prisoner Transportation Services by land and air between Jefferson County To/From anywhere in the Continental United States, Alaska and Hawaii. The County aims to establish such services which adhere to all applicable state, federal and local laws and standards related to prisoner transport and provides for the welfare and security of prisoners from the moment custody is taken until they reach the designated destination.

Contractor must utilize trained and certified personnel and provide transport in secure, properly equipped vehicles which meet all regulations. Contractor must comply with all pertinent provisions of the United States Department of Transportation (USDOT), Federal Motor Carrier Safety Administration (FMSCA) 49 C.F.R., Parts 385, 390-396, U.S. Department of Justice regulations 28 C.F.R., Part 97 created pursuant to passage of the "Interstate Transportation of Dangerous Criminals Act of 2000", known as "Jeanna's Act", and all other pertinent federal regulations. The Contractor shall have and maintain a Satisfactory Audit Carrier Safety Rating from the FMCSA prior to the commencement of the resulting contract.

Contractor is responsible for all costs associated with the Prisoner Transportation Services, other than necessary prisoner medical costs, needed to perform the contracted services. This includes but is not limited to insurance, permits, licenses, vehicles and their maintenance and fuel, meals, trained personnel and all necessary tools, weapons, equipment, supervision and expertise.

Term: The initial contract is for a term of one (1) year with the option to renew for up to four (4) additional one-year terms.

4.1 SPECIFICATIONS:

4.1.1 Contractor shall have, in place and in operation, a ground transportation system which operates seven (7) days a week, 365 days per year and available twenty-four (24) hours per day. Jefferson County Sheriff's Department shall have communication system access with the Contractor at all times.

4.1.2 Contractor shall have the ability to provide prisoner transportation and extradition services when called upon, anywhere in the United States by vehicle, or by air, when appropriate under the circumstances and distance of travel required. These services shall be conducted under the established law and policy.

4.1.3 All prisoners shall be transported by ground unless special circumstances dictate otherwise, and those prisoners will be handled on a case-by-case basis. In the event air services are required to transport prisoners, prior written approval by the Jefferson County Sheriff's Department is required.

4.1.4 Contractor shall have vehicles that are properly equipped to transport prisoners. The vehicles shall be in good operating condition and shall meet all state and/or federal requirements for motor vehicles. All necessary maintenance and repairs shall be the Contractor's responsibility. Contractor shall provide vehicle registration as proof of ownership upon request by the Jefferson County Sheriff's Department.

4.1.5 Vehicles being used by Contractor shall be designed/modified to include the following: Separate and secure area for the driving team. Doors and windows unable to be opened from the inside of the prisoner compartment. Welded steel screens covering windows. Equipped with a reliable form of mobile communications. Operational heat/AC for the entire vehicle.

4.1.6 Contractor shall provide at least two (2) officers to each vehicle transporting a prisoner. Contractor will furnish qualified female personnel when possible when transporting female prisoners. All drivers and transport officers shall be trained and licensed to carry firearms in accordance with all State and Federal requirements.

4.1.7 Contractor shall separate male and female prisoners during transport.

4.1.8 Contractor shall secure all prisoners in their custody with restraining devices that secure their hands in front to a waist chain or similar device. Legs will be secured with leg irons or similar. These restraints will be utilized for the duration of the time the Contractor has custody of the prisoner.

4.1.9 Prior to accepting custody of any prisoner, Contractor will be required to photograph the prisoner for identification purposes. This photograph is to be attached to the prisoner transport order which contains a complete physical description. This action is to minimize the possibility of a prisoner mix-up at the holding facility and also will provide a complete physical detail in the event of a major incident. All prisoner property is to be searched by the Contractor at the holding facility to preclude the concealment of contraband items.

4.1.10 During transport, Contractors shall provide prisoners a minimum of three (3) meals per twenty-four (24) hour period.

a. Within a twenty-four (24) period, Contractor shall provide two (2) hot meals. The third meal per twenty-four (24) hour period may be a cold meal.
b. Meals from fast-food type restaurants or delicatessens shall be acceptable.
c. Mealtimes shall closely correspond to typical breakfast, lunch, and dinner times as a practical and possible during transport.
d. All meals shall be included in the bid cost of the transportation.

4.1.11 Contractor shall be authorized to obtain emergency medical treatment for prisoners whenever deemed necessary. Contractor shall immediately notify the Jefferson County Sheriff's Department of any emergency medical treatment that requires immediate attention.

4.1.12 Contractor shall be responsible for all costs that may occur during transport for its employees and prisoners; excluding medical costs for the prisoner, during the term of the contract.

4.1.13 Any delay during transport that results in lodging requirements for the prisoner(s) shall be arranged by the Contractor with the appropriate local detention facility. This includes but is not limited to inclement weather and mechanical malfunctions.

4.1.14 In the event of any unusual incident, situation or emergency which arises in the performance of this contract, Contractor shall immediately notify Jefferson County Sheriff's Department. For purpose of this subparagraph, "unusual incident, emergency or situation" includes but is not limited to, any act of violence or attempted act of violence by a prisoner or any other breach of security, an unusual delay in the transportation of a prisoner, any medical treatment, and any refusal of law enforcement agencies to release a prisoner to the Contractor as authorized agencies and directed by Jefferson County Sheriff's Department.

4.1.15 Contractor shall maintain complete documentation for all prisoners transported, including but not limited to: Prisoner receipt forms, Personal property control forms and Medical information forms.

4.2 INTERNAL AND EXTERNAL STANDARDS AND GUIDELINES

4.2.1 Contractor shall possess and maintain valid licenses, permits, and adhere to all federal, state, and local regulations.

4.2.2 Policies, practices, and procedures must be in effect to prohibit the mistreatment of prisoners, including prohibitions against the use of excessive force, and sexual misconduct.

4.2.3 Contractor must employ pre-employment screening measures for all potential employees, including but not limited to a fingerprint-based background check and a test for the use of controlled substances.

4.2.4 Employee uniforms must be worn at all times while the employee is engaged in transportation or guarding of all prisoners. The employee must display proper identification credentials, including a photograph, employee's name, and date of issuance.

4.2.5 Employees must be a United States Citizen or possess the necessary authority from the U.S. Citizenship and Immigration Services to be employed in the United States.

4.2.6 Employees must possess a valid state-issued driver's license.

4.2.7 Contractor must adhere to the maximum driving time provisions applicable to commercial motor vehicle operators, as set forth in Department of Transportation regulations at 49 CFR 395.3 (https://www.ecfr.gov/current/title-49/subtitle-B/chapterIII/subchapter-B/part-395/subpart-A/section-395.3) which will apply regardless of whether the Contractor is covered by Department of Transportation regulations.

4.2.8 Contractor must adhere to certain minimum standards with respect to the number of employees required to monitor violent prisoners during transportation. The Contractor must ensure that at least one guard is on duty for every two prisoners transported.

ACCEPTANCE OF OFFER

The Offer is hereby accepted for the following items: Term Contract for Prisoner Transportation Services for Jefferson County. Contract Term: One (1) year from date of award with an option to renew for four (4) additional years.

The Contractor is now bound to sell the materials or services listed by the attached contract and based upon the Invitation for Bid, including all terms, conditions, specifications, amendments, etc., and the Contractor's Offer as accepted by Jefferson County.

This contract shall henceforth be referred to as Contract No. (IFB 25-049/CG), Term Contract for Prisoner Transportation Services for Jefferson County. The Contractor has not been authorized to commence any billable work or to provide any material or service under this contract until Contractor receives a purchase order and/or a notice to proceed from the Jefferson County Purchasing Agent.

COUNTERSIGNED:

Jeff R. Branick, County Judge
JEFFERSON COUNTY, TEXAS

Date

ATTEST:

Roxanne Acosta Hellberg, County Clerk
JEFFERSON COUNTY, TEXAS

Date

OFFER AND ACCEPTANCE FORM
OFFER TO CONTRACT

To Jefferson County:

We hereby offer and agree to furnish the materials or service in compliance with all terms, conditions, specifications, and amendments in the Invitation for Bid and any written exceptions in the offer.

We understand that the items in this Invitation for Bid, including, but not limited to, all required certificates are fully incorporated herein as a material and necessary part of the contract.

The undersigned hereby states, under penalty of perjury, that all information provided is true, accurate, and complete, and states that he/she has the authority to submit this bid, which will result in a binding contract if accepted by Jefferson County.

We acknowledge receipt of the following amendment(s): 11, 3, 20, 25.

I certify, under penalty of perjury, that I have the legal authorization to bind the firm hereunder:

Tripod concepts LLc
Company Name

5007 Shale grove ct
Address

Richmond TX 77407
City State Zip

Signature of Person Authorized to Sign

Samson Fahm
Printed Name

owner
Title

For clarification of this offer, contact:

Samson Fahm (owner)
Name & Title

832-707-7390
Phone Fax

sfahm@tripodconcepts.org
E-mail

REQUIRED FORM
Bidder: Please complete this form and include with bid submission.

11.9 The Contractor shall contractually require each person with whom it contracts to provide services on a project to:

11.9.1 Provide coverage, based on reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all its employees providing services on the project, for the duration of the project.

11.9.2 Provide to the Contractor, prior to that person beginning work on the project a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project.

11.9.3 Provide the Contractor, prior to the end of coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.

11.9.4 Obtain from each person with whom it contracts, and provide to the Contractor:

11.9.4.1 A certificate of coverage, prior to the other person beginning work on the project; and

11.9.4.2 the coverage period, if the coverage period shown on the current certificate of a new certificate of coverage showing extension of coverage, prior to the end of coverage ends during the duration of the project.

11.9.5 Retain all required certificates of coverage on file for the duration of the project and for one (1) year thereafter.

11.9.6 Notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and

11.9.7 Contractually require each person with whom it contracts to perform as required by paragraphs **11.1. – 11.7.**, with the certificates of coverage to be provided to the person for whom they are providing services.

11.10 By signing this contract or providing or causing to be provided a certificate of coverage, the Contractor is representing to the governmental entity that all employees of the Contractor who will provide services of the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the Contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

11.11 The Contractor's failure to comply with any of these provisions is a breach of contract by the Contractor which entitles the governmental entity to declare the contract void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the governmental entity.

BIDDER: INSERT COPY OF CERTIFICATE OF INSURANCE (COI) BEHIND THIS PAGE.

Note: For bid purposes, a general COI will suffice. However, a COI that includes the notation that "Jefferson County as an additional insured" will be required from Awarded Bidder(s) prior to the issuance of a Purchase Order.

AGENCY CUSTOMER ID: _____

LOC #: _____

ADDITIONAL REMARKS SCHEDULE

AGENCY		NAMED INSURED
AEA Insurance Agency, Inc.		TRIPOD CONCEPTS, LLC. 5007 SHALE GROVE CT RICHMOND, TX 77407
POLICY NUMBER 995537495		
CARRIER Progressive County Mutual Insurance Company	NAIC CODE 29203	EFFECTIVE DATE: 04/03/2025

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

Additional Coverages

Insurance coverage(s)	Limits
Uninsured/Underinsured Motorist	$500,000 Combined Single Limit
Uninsured Motorist Property Damage	(included in combined single limit w/$250 Ded)

Description of Location/Vehicles/Special Items

Scheduled autos only

2014 DODGE GRAND CARAVAN 2C4RDGBG0ER276366	
Roadside Assistance	Selected w/$0 Ded
Medical Payments	$5,000 each person
2016 DODGE GRAND CARAVAN 2C4RDGDG2GR262505	
Roadside Assistance	Selected w/$0 Ded
Medical Payments	$5,000 each person
2012 DODGE GRAND CARAVAN 2C4RDGDG8CR197196	
Roadside Assistance	Selected w/$0 Ded
Medical Payments	$5,000 each person
2018 DODGE GRAND CARAVAN 2C4RDGBG3JR152781	
Medical Payments	$5,000 each person
2012 NISSAN VERSA 3N1CN7AP1CL841113	
Roadside Assistance	Selected w/$0 Ded
Medical Payments	$5,000 each person

Additional Information

Certificate holder is listed as an Additional Insured.

© 2008 ACORD CORPORATION. All rights reserved.
The ACORD name and logo are registered marks of ACORD

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/17/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Progressive Commercial Lines Customer and Agent Servicing
AEA Insurance Agency, Inc. 4646 WILD INDIGO ST., HOUSTON, TX 77027	PHONE (A/C, No, Ext): 1-800-444-4487 / FAX (A/C, No):
	E-MAIL ADDRESS: progressivecommercial@email.progressive.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Progressive County Mutual Insurance Company	29203
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
TRIPOD CONCEPTS, LLC.
5007 SHALE GROVE CT
RICHMOND, TX 77407

COVERAGES **CERTIFICATE NUMBER:** 176970123021316484D101725T113517 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	☐ OTHER:							$
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☒ SCHEDULED AUTOS	Y	N	995537495	04/03/2025	04/03/2026	BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						☐ PER STATUTE ☐ OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBEREXCLUDED? ☐	N/A					E.L. EACH ACCIDENT	$
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	See ACORD 101 for additional coverage details.	Y	N	995537495	04/03/2025	04/03/2026		$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

Harris County
1001 Preston St
Houston, TX 77002

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Mark Pruett

© 1988-2015 ACORD CORPORATION. All rights reserved.

Excess Liability	$1,000,000

Property Insurance (policy below that is applicable to this project):

Commercial General Liability Policy:	$3,000,000
Professional Liability:	$1,000,000

Workers' Compensation	Statutory Coverage (See Section 9 Below)

11. WORKERS' COMPENSATION INSURANCE

11.1 Definitions:

11.1.1 **Certificate of coverage ("Certificate")** – A copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a coverage agreement, DWC-81, DWC-82, DWC-83, or DWC-84 showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.

11.1.2 **Duration of the project** – Includes the time from the beginning of the work on the project until the Contractor's/person's work on the project has been completed and accepted by the governmental entity.

11.1.3 **Persons providing services on the project ("Subcontractor") in article 406.096** – Includes all persons or entities performing all or part of the services under the Contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the Contractor and regardless of whether that person has employees. This includes, without limitation, independent Contractors, Subcontractor, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project. "Services" includes, without limitation, providing, hauling or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

11.2 The Contractor shall provide coverage, based on proper reporting of classification code and payroll amounts and filing any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the Contractor providing services on the project, for the duration of the project.

11.3 The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract – **refer to Section 10 above**.

11.4 If the coverage period shown on the Contractor's current certificate of coverage ends during the duration of the project, the Contractor must, prior to the end of the coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been extended.

11.5 The Contractor shall obtain from each person providing services on a project, and provide to the governmental entity:

11.5.1 A certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project; and

11.5.2 No later than seven (7) days after receipt by the Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate ends during the duration of the project.

11.6 The Contractor shall retain all required certificates of coverage for the duration of the project and for one (1) year thereafter.

11.7 The Contractor shall notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.

11.8 The Contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Department of Workers' Compensation, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.

SECTION 3: SPECIAL REQUIREMENTS/BID SUBMISSION INSTRUCTIONS (CONTINUED)

6. MULTIPLE VENDOR AWARD.

Jefferson County reserves the right to award this contract to more than one vendor at the County's discretion.

7. DELIVERY.

If delivery is required, all items must be packaged so as to be protected from damage during shipping and handling. Any item(s) damaged in shipping must be replaced in kind, or repaired, by the Contractor, at the discretion of, and at no additional charge to, Jefferson County.

8. PAYMENT.

Jefferson County will pay original invoices that clearly itemize the goods and/or services provided as to quantity, part number, description, price, applicable discount (if any), labor charges showing time differential, if applicable and if previously agreed to, and delivery, installation, and set-up costs, if applicable and if previously agreed to. Only charges as stated on the Bid Form(s) submitted as a part of the bid will be considered.

Invoices must indicate Jefferson County as applicable, the address to which the product(s) and/or service(s) were delivered, and the applicable purchase order number. Invoices will be matched to delivery tickets prior to payment; therefore, all delivery tickets should have an accurate description of the product(s) and/or service(s).

Invoices shall be submitted to:
Jefferson County Auditing Department
Attention: Accounts Payable
1149 Pearl Street, 7th floor
Beaumont, TX 77701.

9. USAGE REPORTS.

Jefferson County reserves the right to request, and receive at no additional cost, up to two (2) times during the contract period, a usage report detailing the products and/or services furnished to date under a contract resulting from this IFB. The reports must be furnished no later than five (5) working days after written request and itemize all purchases to date by Jefferson County department, description of each item purchased, including manufacturer, quantity of each item purchased, per unit and extended price of each item purchased, and total amount and price of all items purchased.

10. INSURANCE.

The Contractor (including any and all Subcontractors as defined in Section 11.1.3 below) shall, at all times during the term of this contract, maintain insurance coverages with not less than the type and requirements shown below. Such insurance is to be provided at the sole cost of the Contractor. These requirements do not establish limits of the Contractor's liability.

All policies of insurance shall waive all rights of subrogation against the County, its officers, employees and agents; a copy of the policy wording or endorsement is required.

Contractor shall furnish Jefferson County with Certificate of Insurance naming Jefferson County as additional insured and will provide the actual policy wording or endorsement showing as such.

All insurance must be written by an insurer licensed to conduct business in the State of Texas with Documentation that the Insurance Carrier is aware that Contractor is in the business of transporting inmates.

Minimum Insurance Requirements: (FCMSA Minimums)

Public Liability, including Products & Completed Operations:	$1,500,000 (15 passengers or less)
	$5,000,000 (16 passengers of more)

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2025-1387131

Date Filed:
11/10/2025

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Tripod Concepts LLC
Houston, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Jefferson County

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

IFB 25-049/CG
Term Contract for Prisoner Transportation Services for Jefferson County

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party. [X]

6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(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)

SAMPLE COMPLETED FORM 1295

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 is _____, _____, _____, _____, _____.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____ County, State of _____, on the _____ day of _____, 20_____.
(month) (year)

_____
Signature of authorized agent of contracting business entity
(Declarant)

ADD ADDITIONAL PAGES AS NECESSARY

Form provided by Texas Ethics Commission www.ethics.state.tx.us Revised 12/22/2017

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.

Must file online at www.ethics.state.tx.us/File

BIDDER: INSERT COMPLETED FORM 1295 BEHIND THIS PAGE.

BIDDER: INSERT PROOF OF SYSTEM FOR AWARD MANAGEMENT (SAM) BEHIND THIS PAGE.

5. FORM 1295 (Texas Ethics Commission) SUBMISSSION REQUIREMENT/INSTRUCTIONS FOR BIDDERS.
All Non-Exempt Bidders are required to submit a completed FORM 1295 with bid submission.

1. Submit a FORM 1295 online via the Texas Ethics Commission website link below.
Vendors must enter the required information on Form 1295, and print a copy of the completed form.
The form will include a certification of filing that will contain a unique certification number.

2. Submit a FORM 1295 hard copy (completed & signed by an Authorized Agent of the Awarded Vendor), to the Jefferson County Purchasing Department **with bid submission.**

FORM 1295, Completion Instructions, and Login Instructions are available via the Texas Ethics Commission Website at: https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

A sample of a completed FORM 1295 is included on **PAGE 36**.

FORM 1295 Implementation Background:
In accordance with House Bill 1295 (passed January 1, 2016), Vendors entering into contracts and professional agreements with Jefferson County will be required to complete a Certificate of Interested Parties (FORM 1295), **unless contract is considered exempt as described below.**

In 2017, the Texas legislature amended the law to require Form 1295 to include an "unsworn declaration" which includes, among other things, the date of birth and address of the authorized representative signing the form. The unsworn declaration, including the date of birth and address of the signatory, replaces the notary requirement that applied to contracts entered into before January 1, 2018. The TEC filing application does not capture the date of birth or street address of the signatory and it will not appear on forms that are filed using the TEC filing application.

Changes to the law requiring certain businesses to file a Form 1295 are in effect for contracts entered into or amended on or after January 1, 2018. The changes exempt businesses from filing a Form 1295 for certain types of contracts and replace the need for a completed Form 1295 to be notarized. Instead, the person filing a 1295 needs to complete an "unsworn declaration."

Question: Will the date of birth and address provided appear on the TEC's website when the form is filed?

Answer: No. The TEC filing application does not capture the date of birth or street address of the signatory and it will not appear on forms that are filed using the TEC filing application. Although the TEC does not capture the date of birth and street address of the signatory, the contracting state agency or governmental agency will have a physical copy of the form that includes the date of birth and address of the signatory. The TEC cannot answer whether the contracting state agency or governmental agency may release such information. Questions regarding the Texas Public Information Act may be directed to the Office of the Attorney General. See also Paxton v. City of Dall., No. 03-13-00546-CV, 2015 Tex. App. LEXIS 5228, at *10-11 (App.—Austin May 22, 2015) (mem. op.) (pet. denied) (available here)

FORM 1295 EXEMPTIONS:
What type of contracts are exempt from the Form 1295 filing requirement under the amended law?
The amended law adds to the list of types of contract exempt from the Form 1295 filing requirement.

A completed Form 1295 is not required for:
- a sponsored research contract of an institution of higher education
- an interagency contract of a state agency or an institution of higher education
- a contract related to health and human services if: the value of the contract cannot be determined at the time the contract is executed; and any qualified vendor is eligible for the contract
- a contract with a publicly traded business entity, including a wholly owned subsidiary of the business entity
- a contract with an electric utility, as that term is defined by Section 31.002, Utilities Code
- a contract with a gas utility, as that term is defined by Section 121.001, Utilities Code

In response to the Covid-19 pandemic, Jefferson County has implemented precautionary measures as currently recommended by the CDC within its facilities. Bidders are strongly urged to plan accordingly.

COUNTY HOLIDAYS (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 IFB closing will automatically be postponed until the next business day that County offices are open to the public. Should inclement weather conditions or any other unforeseen event cause delays in courier service operations, the County may issue an addendum to all known vendors interested in the project to extend the deadline. It will be the responsibility of the vendor to notify the county of their interest in the project should these conditions impact their ability to submit a bid/proposal/statement of qualifications submission before the stated deadline. The County reserves the right to make the final judgement call to extend any deadline.

Should an emergency or unanticipated event interrupt normal County processes, and bid/proposal/statement of qualifications submissions cannot be received by the Jefferson County Purchasing Department's office by the exact time specified in the IFB and urgent County requirements preclude amendment to the IFB, the time specified for receipt of Statements of Qualifications will be deemed to be extended to the same time of day specified in the solicitation on the first business day on which normal County processes resume.

2. PRE-BID MEETING AND WALK-THROUGH.

Due to the nature of this Bid, a Pre-Bid Conference will not be held for this project.

3. QUESTIONS/DEADLINE FOR QUESTIONS.

Questions may be emailed to Cindy Greene, Contract Specialist at: Cynthia.greene@jeffersoncountytx.gov. If no response in 72 hours, contact Deborah Clark, Purchasing Agent via email at: deb.clark@jeffersoncountytx.gov.
The Deadline for asking questions or requesting additional information (in writing) is 5:00 pm, CT, **Friday, October 31, 2025.**

4. VENDOR REGISTRATION (System for Award Management).

Vendors doing business with Jefferson County are **required** to be registered with The System for Award Management (SAM), with an "active" status. The System for Award Management (SAM) is the Official U.S. Government system that consolidated the capabilities of CCR/FedReg, ORCA, and EPLS. There is NO fee to register for this site. Entities may register at no cost directly from the SAM website at: https://www.sam.gov

In instances where a vendor has either an "Inactive" SAM Registration or is not currently registered with the System for Award Management, the Purchasing Department may *initially* accept proof (printout from the SAM website) that the vendor has begun the registration process in order for the IFB/RFQ/RFP submission to be considered as "responsive" to the specifications for the project.
However, the SAM Registration must be completed (showing "active" status, with no exclusions) prior to the award and/or execution of an agreement or contract for the project.

SECTION 3: SPECIAL REQUIREMENTS/BID SUBMISSION INSTRUCTIONS

The following requirements and instructions **supersede** General Requirements where applicable.

1. SUBMISSION OF BID.

Bidder is Responsible for Submitting:

One (1) Original and one (1) Bid Copies; with all copies to include a Completed Copy of this Specifications Packet (**in its entirety.**)

The County requests that bid submissions NOT be bound by staples or glued spines.

Each Bidder shall ensure that required parts of their bid submission are completed with accuracy and submitted as per the requirements within this specifications packet, including any addenda.

Additionally, Bidder shall monitor the Jefferson County Purchasing Department Website for any addenda, additional instructions, or bid updates. https://jeffersoncountytx.gov/Purchasing/

Failure to return and/or complete all required documentation will result in a response being declared as non-responsive.

Bids must be submitted in complete original form by mail or messenger to the following address:
Jefferson County Purchasing Department
1149 Pearl Street, 1st Floor
Beaumont, TX 77701

BID PACKAGING: Bidder shall submit response in a tightly sealed opaque envelope or box, plainly marked "SEALED BID." The outside of the envelope of box shall also include the IFB Number, IFB Name, IFB Due Date, and the Bidder's Name and Address; and shall be addressed to the Purchasing Agent.

All submissions must be received by 11:00 am CT, Wednesday, November 19, 2025.

Bids will be accepted at the above address until the time and date specified herein, and immediately after will be publicly opened and read aloud.

Jefferson County will not accept any responsibility for bids being delivered by third party carriers.

Late bids will not be accepted and will be returned unopened to the Bidder.
Jefferson County shall not be responsible for any effort or cost expended in the preparation of a response to this IFB.

All bid responses submitted in response to this invitation shall become the property of Jefferson County and will be a matter of public record available for review.

All protests should be coordinated through the Purchasing Office prior to award recommendation to Commissioners' Court.

COURTHOUSE SECURITY: All visitors to the Courthouse must pass through Security. Respondents planning to hand deliver proposals must allow time to get through Security, as a delay in entering the Courthouse will not be accepted as an excuse for late submittal. Mondays and Tuesdays are particularly heavy days.

CIVIL RIGHTS COMPLIANCE PROVISIONS

1. **EQUAL EMPLOYMENT OPPORTUNITY (Equal Opportunity Clause)**

(For all awarded contracts that meet the definition of "federally assisted construction contract" provided in 41 CFR Part 60-1.3)

During the performance of this contract, the Contractor agrees as follows:

1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

   Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

3) The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.

4) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

6) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

7) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or order this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

8) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each Subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

CIVIL RIGHTS COMPLIANCE PROVISIONS (CONTINUED)

Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a Subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of Contractors and Subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a Contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon Contractors and Subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

Signature of Contractor's Authorized Official

Samson Fedun (owner)

Name and Title of Contractor's Authorized Official

11/10/25

Date

REQUIRED FORM
Bidder: Please complete this form and include with bid submission.

BYRD ANTI-LOBBYING CERTIFICATION

Certification for Contracts, Grants, Loans, and Cooperative Agreements-The undersigned certifies, to the best of his or her knowledge and belief, that:

1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The Contractor Tripd concepts LLC certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C.Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Samson Fahm (owner)

Name and Title of Contractor's Authorized Official

11/10/25

Date

REQUIRED FORM
Bidder: Please complete this form and include with bid submission.

DEBARMENT/SUSPENSION CERTIFICATION

Non-Federal entities and Contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, Debarment and Suspension (1986) and Executive Order 12689, Debarment and Suspension (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (No procurement Debarment and Suspension).

This requirement applies to all FEMA grant and cooperative agreement programs.

Federal Executive Order (E .O.) 12549 "Debarment" requires that all Contractors receiving individual awards, using federal funds, and all sub recipients certify that the organization and its principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from doing business with the Federal Government. By signing this document, you certify that your organization and its principals are not debarred. Failure to comply or attempts to edit this language may disqualify your bid. Information on debarment is available at the following websites: www.sam.gov and https://acguisition.gov/far/index.html see section 52.209-6.

The Contractor Tripod Concepts LLC certifies or affirms by your signature that neither you nor your principal is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

Signature of Contractor's Authorized Official

Samson Fahm (owner)

Name and Title of Contractor's Authorized Official

11/10/25

Date

REQUIRED FORM
Bidder: Please complete this form and include with bid submission.

	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) *If submitted for negotiation.* 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) *If not submitted for negotiation.* 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 records starts from the end of the fiscal year (or other accounting period) covered by the proposal, plan, or other computation. Suggested Language for All Procurements: 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	United States Code 19 U.S.C. 2511

	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.	
>$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. Suggested Language: 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 to discrimination, including discrimination in employment, under any program or activity receiving federal financial assistance.	Section 504 of the Rehabilitation Act of 1973, as amended.
	Pursuant to the *Violence Against Women Act Reauthorization of 2022*, 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

	(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 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	2 CFR 200.336

	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.	
None; All FEMA declarations and awards issued on or after November 12, 2020.	Suggested Language: 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; (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.	2 C.F.R. § 200.321(b)(1)-(5)
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	2 CFR 200.334; and 200.337

	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:	2 CFR 200.216

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. Suggested Language: 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 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.	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)
>$100,000	*§135.38 Section 3 clause* *All section 3 covered contracts shall include the following clause (referred to as the section 3 clause):* 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	

	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. Suggested Language: 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 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.	(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 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.** Required Certification: 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)

	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.	
>$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). Suggested Language: 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 *et seq.* 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 *et seq.* 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.	2 CFR 200 APPENDIX II (G); 42 U.S.C. §§ 7401-7671q; 33 U.S.C. §§ 1251-1387
>$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	2 CFR 200 APPENDIX II (H); 2 C.F.R. Part 180

	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.** Suggested Language 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.	2 CFR 200 APPENDIX II (F); Funding Agreement; definition found under 37 C.F.R. § 401.2(a).

	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.	
> $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 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	2 CFR 200 APPENDIX II (E); 40 U.S.C. §§ 3701-3708; supplemented by 29 C.F.R. Part 5

	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.	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

(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.

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	2 CFR 200 APPENDIX II (C) and 41 CFR §60-1.4(b)

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:

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.

PROPOSER: INSERT HUB, SBE, MBE or WBE Certification behind this page.

Email: lee.vega@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

12. CHANGES AND ADDENDA TO BID DOCUMENTS.

Each change or addendum issued in relation to this IFB document will be on file in the Office of the Purchasing Agent, and will be posted on the Purchasing web site as soon as possible. It shall be the bidder's responsibility to make inquiry as to change or addenda issued, and to monitor the web site. All such changes or addenda shall become part of the contract and all bidders shall be bound by such addenda. Information on all changes or addenda issued will be available at the Office of the County Purchasing Agent.

13. SPECIFICATIONS.

Unless otherwise stated by the bidder, the bid will be considered as being in accordance with Jefferson County's applicable standard specifications, and any special specifications outlined in the bid document. References to a particular trade name, manufacturer's catalogue, or model number are made for descriptive purposes to guide the bidder in interpreting the requirements of Jefferson County, and should not be construed as excluding bids on other types of materials, equipment, and supplies. However, the bidder, if awarded a contract, will be required to furnish the particular item referred to in the specifications or description unless departure or substitution is clearly noted and described in the bid.

Jefferson County reserves the right to determine if equipment/ product being bid is an acceptable alternate. All goods shall be new unless otherwise so stated in the bid. Any unsolicited alternate bid, or any changes, insertions, or omissions to the terms and conditions, specifications, or any other requirements of the bid, may be considered non-responsive.

14. DELIVERY.

Bids shall include all charges for delivery, packing, crating, containers, etc. Unless otherwise stated by the bidder (in writing on the included Bid Form), prices bid will be considered as being based on F.O.B. destination/delivered freight included.

15. INTERPRETATION OF BID AN/OR CONTRACT DOCUMENTS.

All inquiries shall be made within a reasonable time prior to the date and time fixed for the bid opening, in order that a written response in the form of an addendum, if required, can be processed before the bids are opened. Inquiries received that are not made in a timely fashion may or may not be considered.

16. CURRENCY.

Prices calculated by the bidder shall be stated in U.S. dollars.

17. PRICING.

Prices shall be stated in units of quantity specified in the bid documents. In case of discrepancy in computing the amount of the bid, the unit price shall govern.

18. NOTICE TO PROCEED/PURCHASE ORDER.

The successful bidder may not commence work under this contract until authorized to do so by the Purchasing Agent.

19. CERTIFICATION.

By signing the offer section of the Offer and Acceptance page, Bidder certifies:

- The submission of the offer did not involve collusion or other anti-competitive practices.
- The Bidder has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to any public servant in connection with the submitted offer.
- The Bidder hereby certifies that the individual signing the bid is an authorized agent for the Bidder and has the authority to bind the Bidder to the contract.

20. DEFINITIONS.

"County" – Jefferson County, Texas.
"Contractor" – The Bidder whose proposal is accepted by Jefferson County.

21. 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

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

supplier(s).

Additional profit margin as a result of supplying services during an emergency or declared disaster shall not be permitted. In the event that additional equipment, supplies, and materials are required during the declared disaster, additional shipping, handling and drayage fees may apply.

7. AWARD.

The bid will be awarded to the responsible, responsive bidder(s) whose bid, conforming to the solicitation, will be most advantageous to Jefferson County – price and other factors considered. Unless otherwise specified in this IFB, Jefferson County reserves the right to accept a bid in whole or in part, and to award by item or by group, whichever is deemed to be in the best interest of Jefferson County. Any bidder who is in default to Jefferson County at the time of submittal of the bid shall have that bid rejected.

Jefferson County reserves the right to clarify any contractual terms with the concurrence of the Contractor; however, any substantial non-conformity in the offer, as determined by Jefferson County, shall be deemed non-responsive and the offer rejected.

In evaluating bids, Jefferson County shall consider the qualifications of the bidders, and, where applicable, operating costs, delivery time, maintenance requirements, performance data, and guarantees of materials and equipment.

In addition, Jefferson County may conduct such investigation as it deems necessary to assist in the evaluation of a bid and to establish the responsibility, qualifications, and financial ability of the bidders to fulfill the contract.

Jefferson County reserves the right to award this contract on the basis of **lowest and best bid** in accordance with the laws of the State of Texas, to waive any formality or irregularity, to make awards to more than one offeror, and/or to reject any or all bids. In the event the lowest dollar offeror meeting specifications is not a awarded a contract, Offeror may appear before the Commissioners' Court and present evidence concerning Offeror responsibility after officially notifying the Office of the Purchasing Agent of Offeror's intent to appear.

8. CONTRACT.

A response to an IFB is an offer to contract with Jefferson County based upon the terms, conditions, and specifications contained in the IFB. Bids do not become contracts unless and until they are executed by Jefferson County, eliminating a formal signing of a separate contract. For that reason, all of the terms and conditions of the contract are contained in the IFB, unless any of the terms and conditions is modified by an IFB Amendment, a Contract Amendment, or by mutually agreed terms and conditions in the contract documents.

9. WAIVER OF SUBROGATION.

Bidder and bidder's insurance carrier waive any and all rights whatsoever with regard to subrogation against Jefferson County as an indirect party to any suit arising out of personal or property damages resulting from bidder's performance under this agreement.

10. FISCAL FUNDING.

A multi-year contract (if requested by the specifications) continuing as a result of an extension option must include fiscal funding out. If, for any reason, funds are not appropriated to continue the contract, said contract shall become null and void.

11. BID RESULTS.

Bid results are not provided in response to telephone inquiries. A preliminary tabulation of bids received will be posted on the Purchasing web page at https://jeffersoncountytx.gov/Purchasing/ as soon as possible following bid opening. A final tabulation will be posted following bid award, and will also be available for review in the Purchasing Department.

representatives authorized to contractually obligate the vendor with an offer. If vendor is unable to agree to contract terms and conditions, Jefferson County reserves the right to terminate contract negotiations with that vendor and initiate negotiations with another vendor. In addition to a presentation, visits by the Evaluation Committee to representative vendor client sites may be conducted where the proposed solution can be demonstrated in a production environment.

4.8 INJURIES OR DAMAGES RESULTING FROM NEGLIGENCE.

Successful vendor shall defend, indemnify and save harmless Jefferson County and all its officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful vendor, or of any agent, employee, Subcontractor or supplier in the execution of, or performance under, any contract which may result from bid award. Successful vendor shall pay any judgment with cost which may be obtained against Jefferson County growing out of such injury or damages.

4.9 WARRANTY.

The successful vendor shall warrant that all materials utilized in the performance of this contract shall conform to the proposed specifications and/or all warranties as stated in the Uniform Commercial Code and be free from all defects in material, workmanship and title.

4.10 UNIFORM COMMERCIAL CODE.

The successful vendor and Jefferson County agree that both parties have all rights, duties, and remedies available as stated in the Uniform Commercial Code.

4.11 VENUE.

This agreement will be governed and construed according to the laws of the State of Texas. This agreement is performable in the County of Jefferson, Texas.

4.12 SALE, ASSIGNMENT, OR TRANSFER OF CONTRACT.

The successful vendor shall not sell, assign, transfer or convey this contract, in whole or in part, without the prior written consent of Jefferson County.

4.13 SILENCE OF SPECIFICATIONS.

The apparent silence of these specifications as to any detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.

5. REJECTION OR WITHDRAWAL.

Submission of additional terms, conditions or agreements with the bid document are grounds for deeming a bid non-responsive and may result in bid rejection. Jefferson County reserves the right to reject any and all bids and to waive any informalities and minor irregularities or defects in bids. Bids may be withdrawn in person by a bidder or authorized representative, provided their identity is made known and a receipt is signed for the bid, but only if the withdrawal is made prior to the time set for receipt of bids. Bids are an irrevocable offer and may not be withdrawn within **90** days after opening date.

6. EMERGENCY/DECLARED DISASTER REQUIREMENTS.

In the event of an emergency or if Jefferson County is declared a disaster area, by the County, State, or Federal Government, this Acceptance of Offer may be subjected to unusual usage. Contractor shall service the county during such an emergency or declared disaster under the same terms and conditions that apply during non-emergency/disaster conditions. The pricing as specified in this Acceptance of Offer shall apply to serving the County's needs regardless of the circumstances. If Contractor is unable to supply the services under the terms of the Acceptance of Offer, then Contractor shall provide proof of such disruption and a copy of the invoice from Contractor's

Jefferson County. No change order will be binding unless signed by an authorized representative of the County and the vendor.

4.3 PRICE RE-DETERIMINATION.

A price re-determination may be requested at the time of annual renewal. All requests for price re-determination shall be in written form. Cause for such request, i.e., manufacturer's direct cost, postage rates, Railroad Commission rates, Federal/State minimum wage law, Federal/State unemployment taxes, F.I.C.A, Insurance Coverage Rates, etc., shall be substantiated in writing by the source of the cost increase. The Bidder's past experience of honoring contracts at the bid price will be an important consideration in the evaluation of the lowest and best bid. Jefferson County reserves the right to accept or reject any/all requests for price re-determination as it deems to be in the best interest of the County.

4.4 TERMINATION.

Jefferson County reserves the right to terminate the contract for default if the Bidder breached any of the terms therein, including warranties of Bidder or if the Bidder becomes insolvent or commits acts of bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies which Jefferson County may have in law or equity. Default may be construed as, but not limited to, failure to deliver the proper goods and/or service within the proper amount of time, and/or to properly perform any and all services required to Jefferson County's satisfaction and/or to meet all other obligations and requirements. Contracts may be terminated without cause upon thirty (30) days' written notice to either party unless otherwise specified. Jefferson County reserves the right to award canceled contract to the next lowest Bidder. Bidder, in submitting this bid, agrees that Jefferson County shall not be liable to prosecution for damages in the event that the County declares the Bidder in default.

4.5 CONFLICT OF INTEREST.

Employees of the County are not permitted to maintain financial interest in, or receive payment, directly or indirectly, borrow from, lend to, invest in, or engage in any substantial financial transaction with any individual, organization, supplier, or Subcontractor who does business with the County without disclosure. When conflict of interest is discovered, it shall be grounds for termination of contract.

4.6 INTEREST BY PUBLIC OFFICIALS.

No public official shall have interest in this contract, in accordance with Texas Local Government Code.

4.7 PRE-AWARD/CONTRACT CONTACT BETWEEN COUNTY AND VENDORS.

The Jefferson County Purchasing Department may initiate discussions with selected vendors; however, discussions may not be initiated by vendors.

The Jefferson County Purchasing Department expects to conduct discussions with vendor's representatives authorized to contractually obligate the vendor with an offer.

Vendors shall not contact any Jefferson County personnel during the IFB process without the express permission from the Jefferson County Purchasing Agent. The Purchasing Agent will disqualify any vendor who has made site visits, contacted Jefferson County personnel, or distributed any literature without authorization from the Jefferson County Purchasing Department.

All correspondence relating to this IFB, from advertisement to award shall be sent to the Jefferson County Purchasing Department. All presentations and/or meetings between Jefferson County and the vendor relating to this IFB shall be coordinated by the Jefferson County Purchasing Department.

Selected vendors may be expected to make a presentation/product demonstration to an Evaluation Committee. Proposals, vendor presentations, and product/service evaluations may develop into negotiating sessions with the vendor(s) as selected by the Evaluation Committee. Jefferson County expects to conduct negotiations with vendor

2.15 MATERIAL SAFETY DATA SHEETS.
Under the "Hazardous Communications Act," common known as the "Texas Right to Know Act," a Bidder must provide the user department, with each delivery, material safety data sheets which are applicable to hazardous substances defined in the Act. Failure of the Bidder to furnish this documentation, will be cause to reject any bid applying thereto.

2.16 EVALUATION.
Evaluation shall be used as a determinant as to which services are the most efficient and/or most economical for the County. It shall be based on all factors having a bearing on price and performance of the items in the user environment. All bids are subject to tabulation by the Jefferson County Purchasing Department and recommendation to Jefferson County Commissioners' Court. Compliance with all bid requirements and needs of the using department are considered in evaluating bids. Pricing is not the only criteria for making a recommendation. The Jefferson County Purchasing Department reserves to right to contact any Bidder, at any time, to clarify, verify or requirement information with regard to this bid.

3. PURCHASE ORDERS AND PAYMENT.

3.1 PURCHASE ORDERS.
A purchase order(s) shall be generated by the Jefferson County Purchasing Agent to the successful vendor. The purchase order number must appear on all itemized invoices and packing slips. The County will not be held responsible for any work orders placed and/or performed without a valid current purchase order number. Payment will be made for all services rendered and accepted by the contract administrator for which a valid invoice has been received.

3.2 INVOICES.
All invoices shall reference the Purchase Order number. Invoices shall reference the bid item number or a detailed description for each item invoiced. If an item purchased and itemized on the invoice does not correspond to an item in any of the categories awarded to the vendor, invoice shall reference the item as "N/C" to indicate that it is a non-contract item. This requirement is to assist the County in verifying contract pricing on all invoices. Payment will be made under terms of net thirty (30) days unless otherwise agreed upon by seller and the purchasing department.

3.3 PROMPT PAYMENT.
In accordance with the State of Texas Prompt Payment Act, Article 601f V.T.C.S., payment will be made after receive and acceptance by the County of the merchandise ordered and of a valid invoice. Successful Bidder(s) is required to pay Subcontractors within ten (10) days after the successful Bidder receives payment from the County.

3.4 FUNDING.
Jefferson County is operated and funded on an October 1 to September 30 basis; accordingly, the County reserves the right to terminate, without liability to the County, any contract for which funding is not available.

4. CONTRACT.

4.1 CONTRACT DEFINITION.
The General Conditions of Bidding and Terms of Contract, Specifications, Plans, Bidding Forms, Addenda, and any other documents made a part of this bid shall constitute the complete bid. This bid, when duly accepted by Jefferson County, shall constitute a contract equally binding between the successful Bidder and Jefferson County.

4.2 CHANGE ORDER.
No different or additional terms will become part of this contract with the exception of a change order. No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All change orders to the contract will be made in writing and at the discretion and approval of

All charges for assembly, installation and set-up shall be included in the bid price. Unless otherwise stated, assembly, installation and set-up will be required.

2.7 OPERATING INSTRUCTIONS AND TRAINING.

Clear and concise operating instructions and descriptive literature will be provided in English, if requested. On-site detailed training in the safe and efficient use and general maintenance of item(s) purchased shall be provided as needed at the request of Jefferson County. Instructions and training shall be at no additional cost to the County.

2.8 STORAGE.

Bidder agrees to provide storage of custom ordered materials, if requested, for up to thirty (30) calendar days.

2.9 COMPLIANCE WITH FEDERAL, STATE, COUNTY, AND LOCAL LAWS.

Bids must comply with all federal, state, county and local laws, including, but not limited to, all applicable standard safety, emission, and noise control requirements. Any vehicles or equipment shall contain all standard safety, emission, and noise control requirements required for the types and sizes of equipment at the time of their manufacture. The Contractor agrees, during the performance of work or service, to comply with all applicable codes and ordinances of Jefferson County or the State of Texas as they may apply, as these laws may now read, or as they may hereafter be changed or amended.

2.10 OSHA.

The Bidder will certify all equipment complies with all regulations and conditions stipulated under the Williams-Steiger Occupational Safety and Health Act of 1971, as amended. The successful Bidder will further certify that all items furnished under this project will conform and comply with federal and State of Texas OSHA standards. The successful Bidder will agree to indemnify and hold harmless Jefferson County for any and all damages that may be assessed against the County.

2.11 PATENTS AND COPYRIGHTS.

The successful Vendor agrees to protect the County from claims involving infringements of patents and/or copyrights.

2.12 SAMPLES, DEMONSTRATIONS, AND TESTING.

At Jefferson County's request and direction, Bidder shall provide product samples and/or testing of items bid to ensure compliance with specifications. Samples, demonstrations and/or testing may be requested at any point prior to or following bid award. Samples, demonstrations and/or testing may be requested upon delivery and/or any point during the term of resulting contract. All samples (including return thereof), demonstrations, and/or testing shall be at the expense of the Bidder/Vendor.

2.13 ACCEPTABILITY.

All articles enumerated in the bid shall be subject to inspection by an officer designated for that purpose by Jefferson County. If found inferior to the quality called for, or not equal in value to the specifications, deficient in workmanship or otherwise, this fact shall be certified to the Purchasing Agent, who shall have the right to reject the whole or any part of the same. Items and/or work determined to be contrary to specifications must be replaced at the vendor's expense. Inferior items not retrieved by the vendor within thirty (30) calendar days, or an otherwise agreed upon time, shall become the property of the County. If disposal of such items warrants an expense, an amount equal to the disposal expense will be deducted from amounts payable to the vendor.

2.14 MAINTENANCE.

Maintenance required for equipment bid should be available in Jefferson County by a manufacturer authorized maintenance facility. Cost for this service shall be shown on the bid sheet as requested or on a separate sheet, as required. If Jefferson County opts to include maintenance, it shall be so stated in the purchase order and said cost will be included. Service will commence only upon expiration of applicable warranties and should be priced accordingly.

price cannot be determined, such as with vague wording that may include "price in effect at the time of delivery," and c) bids made contingent upon award of other bids currently under consideration.

1.19 RESPONSIBLE STANDING OF BIDDER.
To be considered for award, Bidder must at least: have the ability to obtain adequate financial resources, be able to comply with required or proposed delivery/completion schedule, have a satisfactory record of performance; have a satisfactory record of integrity and ethics, and be otherwise qualified and eligible to receive award.

1.20 CONFIDENTIAL/PROPRIETARY INFORMATION.
If any material in the bid submission is considered by Bidder to be confidential or proprietary information (including manufacturing and/or design processes exclusive to the Bidder), Bidder **must** clearly mark the applicable pages of bid submission to indicate each claim of confidentiality. Additionally, Bidder must include a statement on company letterhead identifying all Bid Submission section(s) and page(s) that have been marked as confidential. Jefferson County will protect from public disclosure such portions of a bid, unless directed otherwise by legal authority, including existing open records acts. Merely making a blanket claim that the entire bid submission is protected from disclosure because it contains some proprietary information is not acceptable, and will make the entire bid submission subject to release under the Texas Public Information Act.

By submitting a bid, Bidder agrees to reproduction by Jefferson County, without cost or liability, of any copyrighted portions of Bidder's bid submission or other information submitted by Bidder.

1.21 PUBLIC BID OPENING.
Bidders are invited to be present at the opening of bids. After the official opening of bids, a period of not less than one week is necessary to evaluate bids. The amount of time necessary for bid evaluation may vary and is determined solely by the County. Following the bid evaluation, all bids submitted are available for public review.

2. PERFORMANCE.

2.1 DESIGN, STRENGTH, AND QUALITY.
Design, strength, and quality of materials and workmanship must conform to the highest standards of manufacturing and engineering practices. The apparent silence of specifications and/or plans as to any detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications and/or plans shall be made on the basis of this statement.

2.2 AGE AND MANUFACTURE.
All tangible goods being bid must be new and unused, unless otherwise specified, in first-class condition, of current manufacture, and furnished ready to use. All items not specifically mentioned that are required for a complete unit shall be furnished.

2.3 DELIVERY LOCATION.
All deliveries will be made to the address(es) specified on the purchase order during normal office working hours of 8:00 am CT to 4:00 pm CT, Monday through Friday, unless otherwise authorized by the Purchasing Agent or designee.

2.4 DELIVERY SCHEDULE.
Delivery time may be an important consideration in the evaluation of best value. The maximum number of days necessary for delivery ARO shall be stated in the space, if provided, on the bid form.

2.5 DELIVERY CHARGES.
All delivery and freight charges, F.O.B. destination shown on Jefferson County purchase order, as necessary to perform contract are to be included in the bid price.

2.6 INSTALLATION CHARGES.

Unless otherwise specified, any reference to make, manufacturer and/or model used in the bid specifications is merely descriptive and not restrictive, and is used only to indicate type, style, or quality of material desired.

1.10 BID ALTERATIONS.
Bids cannot be altered or amended after submission deadline. Any interlineations, alterations, or erasures made before opening time must be initialed by the signer of the bid, guaranteeing authenticity.

1.11 TAX EXEMPT STATUS.
Jefferson County is exempt from federal excise tax and state sales tax. Unless the bid form or specifications specifically indicate otherwise, the bid price must be net, exclusive of above-mentioned taxes and will be so construed. Therefore, the bid price shall not include taxes.

1.12 QUANTITIES.
Quantities indicated are estimated quantities only and are not a commitment to buy. Approximate usage does not constitute an order, but only implies the probable quantity that will be used. Commodities will be ordered on an as-needed basis. Bidder is responsible for accurate final counts.

1.13 BID AWARD.
Award of contract shall be made to the most responsible, responsive Bidder, whose offer is determined to be the best value, taking into consideration the relative importance of price. Jefferson County reserves the right to be the sole judge as to whether items bid will serve the purpose intended.

Jefferson County reserves the right to award based upon individual line items, sections or total bid.

1.14 SILENCE OF SPECIFICATIONS FOR COMPLETE UNITS.
All materials, equipment and/or parts that will become a portion of the completed work, including items not specifically stated herein but, necessary to render the service(s) complete and operational per the specifications, are to be included in the bid price. Vendor may be required to furnish evidence that the service, as bid, will meet or exceed these requirements.

1.15 ADDENDA.
Any interpretations, corrections or changes to the specifications and plans will be made by addenda no later than forty-eight (48) hours prior to the bid opening. Addenda will be posted on the Purchasing web site. Vendors are responsible for monitoring the web site in order to remain informed on addenda. Vendors shall acknowledge receipt of all addenda with submission of bid.

1.16 GENERAL BID BOND/SURETY REQUIREMENTS.
Failure to furnish bid bond/surety, if requested, will result in bid being declared non-responsive. Non-responsive bids will not be considered for award.

1.17 GENERAL INSURANCE REQUIREMENTS.
Failure to furnish Affidavit of Insurance, if required in these specifications, will result in bid being declared non-responsive. Non-responsive bids will not be considered for award.

1.18 RESPONSIVENESS.
A responsive bid shall substantially conform to the requirements of this Invitation to Bid and/or specifications contained herein. Bidders who substitute any other terms, conditions, specifications and/or requirements or who qualify their bids in such a manner as to nullify or limit their liability to the contracting entity shall have their bids deemed non-responsive. Also, bids containing any clause that would limit contracting authority shall be considered non-responsive. Examples of non-responsive bids include but shall not be limited to: a) bids that fail to conform to required delivery schedules as set forth in the bid request; b) bids with prices qualified in such a manner that the bid

SECTION 1: GENERAL CONDITIONS OF BIDDING AND TERMS OF CONTRACT

By execution of this document, the Vendor accepts all general and special conditions of the contract as outlined below and, in the specifications, and plans.

1. BIDDING.

1.1 BIDS.
All bids must be submitted on the bid form furnished in this package.

1.2 AUTHORIZED SIGNATURES.
The bid must be executed personally by the Vendor, duly authorized partner of the partnership, or duly authorized officer of the corporation. If executed by an agent, a power of attorney or other evidence of authority to act on behalf of the Vendor shall accompany the bid to become a valid bid.

1.3 LATE BIDS.
Bids must be in the office of the Jefferson County Purchasing Agent before or at the specified time and date bids are due. Bids received after the submission deadline shall be rejected as non-responsive and returned unopened.

1.4 WITHDRAWAL OF BID PRIOR TO OPENING.
A bid may be withdrawn before the opening date by submitting a written request to the Purchasing Agent. If time allows, the Bidder may submit a new bid. Bidder assumes full responsibility for submitting a new bid before or at the specified time and date bids are due. Jefferson County reserves the right to withdraw a request for bids before the opening date.

1.5 WITHDRAWAL OF BID AFTER OPENING.
Bidder agrees that its offer may not be withdrawn or cancelled by the Vendor for a period of ninety (90) days following the date and time designated for the receipt of bids unless otherwise stated in the bid and/or specifications.

1.6 BID AMOUNTS.
Bids shall show net prices, extensions where applicable and net total. In case of conflict between unit price and extension, the unit price will govern. Any ambiguity in the bid as a result of omission, error, unintelligible or illegible wording shall be interpreted in the favor of Jefferson County.

1.7 EXCEPTIONS AND/OR SUBSTITUTIONS.
All bids meeting the intent of the specifications and plans will be considered for award. Vendors taking exception to the specifications and plans, or offering substitutions, shall state these exceptions in the section provided. If bid is made on an article other than the one specified, which a Bidder considers comparable, the name and grade of said article must be specified in the bid and sufficient specifications and descriptive data must accompany same to permit thorough evaluation. The absence of stated exceptions and/or substitutions shall indicate that the Vendor has not taken any exceptions to the specifications and shall be responsible to perform in strict accordance with the specifications. As a matter of practice, Jefferson County rejects exception(s) and /or substitutions as non-responsive but reserves the right to accept any and/or all of the exception(s) and/or substitution(s) deemed to be in the best interest of Jefferson County.

1.8 ALTERNATES.
The Invitation for Bid and/or specifications may expressly allow Bidder to submit an alternate bid. Presence of such an offer shall not be considered an indication of non-responsiveness.

1.9 DESCRIPTIONS.

TABLE OF CONTENTS

TABLE OF CONTENTS 1
SECTION 1: GENERAL CONDITIONS OF BIDDING AND TERMS OF CONTRACT 2
HUB, SBE, MBE OR WBE CERTIFICATION (INSERTION PAGE) 13
SECTION 2: FEMA MANDATED CONTRACT PROVISIONS 14
BYRD ANTI-LOBBYING CERTIFICATION FORM 28
DEBARMENT/SUSPENSION CERTIFICATION 29
CIVIL RIGHTS COMPLIANCE PROVISIONS 30
SECTION 3: SPECIAL REQUIREMENTS/BID SUBMISSION REQUIREMENTS 32
INSERTION PAGE: SYSTEM FOR AWARD MANAGEMENT (SAM) REGISTRATION PROOF 34
SAMPLE FORM 1295 36
INSERTION PAGE: FORM 1295 37
SECTION 3 (CONTINUED): SPECIAL REQUIREMENTS/BID SUBMISSION REQUIREMENTS 38
INSERTION PAGE: CERTIFICATE OF INSURANCE (COI) PROOF 41
BIDDER INFORMATION FORM 42
SECTION 4: MINIMUM SPECIFICATIONS 43
OFFER TO CONTRACT FORM 46
ACCEPTANCE OF OFFER FORM 47
INSERTION PAGE: ADDENDA 48
BID FORM 49
VENDOR REFERENCES 51
SIGNATURE PAGE 52
CERTIFICATION REGARDING LOBBYING 53
CONFLICT OF INTEREST QUESTIONAIRE 54
LOCAL GOVERNMENT OFFICER: CONFLICT DISCLOSURE STATEMENT FORM (OFFICE USE ONLY) 55
GOOD FAITH EFFORT DETERMINATION CHECKLIST 56
NOTICE OF INTENT 57
HUB SUBCONTRACTING PARTICIPATION DECLARATION FORM 58
RESIDENCE CERTIFICATION/TAX FORM 62
HOUSE BILL 89 VERIFICATION 63
SENATE BILL 252 CERTIFICATION 64
BID AFFIDAVIT 65

BID SUBMISSIONS:

One (1) Original and one (1) Bid Copy; with all copies to include a Completed Copy of this specifications packet, in its entirety.

Each Bidder shall ensure that required parts of their bid submission are completed with accuracy and submitted as per the requirements within this specifications packet, including any addenda.

Additionally, Bidder shall monitor the Jefferson County Purchasing Department Website for any addenda, additional instructions, or bid updates. https://jeffersoncountytx.gov/Purchasing/

Failure to return and/or complete all required documentation will result in a response being declared as non-responsive.

JEFFERSON COUNTY PURCHASING DEPARTMENT

Deborah L. Clark, Purchasing Agent

1149 Pearl Street
1st Floor, Beaumont, TX 77701

OFFICE MAIN: (409) 835-8593
FAX: (409) 835-8456

LEGAL NOTICE
Advertisement for Invitation for Bids

October 14, 2025

Notice is hereby given that sealed bids will be accepted by the Jefferson County Purchasing Department for Invitation for Bid **(IFB 25-049/CG), Term Contract for Prisoner Transportation Services for Jefferson County.** Specifications for this project may be obtained from the Jefferson County website, https://jeffersoncountytx.gov/Purchasing/ or by calling 409-835-8593.

Bids are to be sealed and addressed to the Purchasing Agent with the bid number and name marked on the outside of the envelope or box. Bidders shall forward an original and one (1) copy of their bid to the address shown below. Jefferson County does not accept bids submitted electronically. Late bids will be rejected as non-responsive. Bids will be publicly opened and read aloud in the Jefferson County Engineering Department Conference Room (5th Floor, Historic Courthouse) 1149 Pearl Street, Beaumont, Texas 77701, at the time and date below. Bidders are invited to attend the sealed bid opening.

BID NAME:	**Term Contract for Prisoner Transportation Services for Jefferson County**
BID NUMBER:	**IFB 25-049/CG**
DUE BY TIME/DATE:	**11:00 AM CST, Wednesday, November 19, 2025**
MAIL OR DELIVER TO:	**Jefferson County Purchasing Department** **1149 Pearl Street, 1st Floor** **Beaumont, Texas 77701**

Any questions relating to these bid requirements should be directed to Cindy Greene, Contract Specialist at 409-835-8593 or via email at: Cynthia.greene@jeffersoncountytx.gov. If no response in 72 hours, contact Deborah Clark, Purchasing Agent at 409-835-8593 or via email at: deb.clark@jeffersoncountytx.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 bid in accordance with the terms and conditions stated in this bid.

Bidders are strongly encouraged to carefully read the entire invitation, as failure to return and/or complete all required documentation will result in a response being declared as non-responsive.

Deborah Clark

Deborah L. Clark, Purchasing Agent
Jefferson County, Texas

PUBLISH:
The Examiner:
October 16, 2025 & October 23, 2025

HOUSE BILL 89 VERIFICATION

I, Samson Fahm, the undersigned representative of (company or business name) Tupsi concepts LLC (heretofore referred to as company) being an adult over the age of eighteen (18) years of age, after being duly sworn by the undersigned notary, do hereby depose and verify under oath that the company named above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270:

1. Does not boycott Israel currently; and
2. Will not boycott Israel during the term of the contract.

Pursuant to Section 2270.002, Texas Government Code:

1. "**Boycott Israel**" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made ordinary business purposes; and

2. "**Company**" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or an limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business association that exist to make a profit.

Signature of Company Representative

11/10/25
Date

On this 12 day of November, 2025, personally appeared

Samson Oluwole Fahm, the above-named person, who after by me being duly sworn, did swear and confirm that the above is true and correct.

Notary Seal

Teresa Tosso
Notary Signature

11/12/2025
Date

TERESA V. TOSSO
Notary Public, State of Texas
Commission Expires 10-17-2026
Notary ID 333509-1

REQUIRED FORM
Bidder: Please complete this form and include with bid submission.

RESIDENCE CERTIFICATION/TAX FORM

Pursuant to Texas Government Code §2252.001 *et seq.*, as amended, Jefferson County requests Resident Certification. §2252.001 *et seq.* of the Government Code provides some restrictions on the awarding of governmental contracts; pertinent provisions of §2252.001 are stated below:

(3) "Non-resident Bidder" refers to a person who is not a resident.

(4) "Resident Bidder" refers to a person whose principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

☑ I certify that Tripod concepts LLC [company name] is a Resident Bidder of Texas as defined in Government Code §2252.001.

☐ I certify that _____ [company name] is a Nonresident Bidder as defined in Government Code §2252.001 and our principal place of business is _____ _____ (city and state).

Taxpayer Identification Number (T.I.N.):	863720007
Company Name submitting bid/proposal:	Tripod concepts LLC
Mailing address:	5007 Shale grove ct Richmond TX 77407
If you are an individual, list the names and addresses of any partnership of which you are a general partner:	

Property: List all taxable property owned by you or above partnerships in Jefferson County.

Jefferson County Tax Acct. No.*	Property address or location**

* This is the property amount identification number assigned by the Jefferson County Appraisal District.

** For real property, specify the property address or legal description. For business property, specify the address where the property is located. For example, office equipment will normally be at your office, but inventory may be stored as a warehouse or other location.

REQUIRED FORM
Bidder: Please complete this form and include with bid submission.

JEFFERSON COUNTY PURCHASING DEPARTMENT
Deborah L. Clark, Purchasing Agent

1149 Pearl Street
1st Floor, Beaumont, TX 77701

OFFICE MAIN: (409) 835-8593
FAX: (409) 835-8456

LEGAL NOTICE
Advertisement for Invitation for Bids

October 14, 2025

Notice is hereby given that sealed bids will be accepted by the Jefferson County Purchasing Department for Invitation for Bid **(IFB 25-049/CG), Term Contract for Prisoner Transportation Services for Jefferson County.** Specifications for this project may be obtained from the Jefferson County website, https://jeffersoncountytx.gov/Purchasing/ or by calling 409-835-8593.

Bids are to be sealed and addressed to the Purchasing Agent with the bid number and name marked on the outside of the envelope or box. Bidders shall forward an original and one (1) copy of their bid to the address shown below. Jefferson County does not accept bids submitted electronically. Late bids will be rejected as non-responsive. Bids will be publicly opened and read aloud in the Jefferson County Engineering Department Conference Room (5th Floor, Historic Courthouse) 1149 Pearl Street, Beaumont, Texas 77701, at the time and date below. Bidders are invited to attend the sealed bid opening.

BID NAME:	**Term Contract for Prisoner Transportation Services for Jefferson County**
BID NUMBER:	**IFB 25-049/CG**
DUE BY TIME/DATE:	**11:00 AM CST, Wednesday, November 19, 2025**
MAIL OR DELIVER TO:	**Jefferson County Purchasing Department** **1149 Pearl Street, 1st Floor** **Beaumont, Texas 77701**

Any questions relating to these bid requirements should be directed to Cindy Greene, Contract Specialist at 409-835-8593 or via email at: Cynthia.greene@jeffersoncountytx.gov. If no response in 72 hours, contact Deborah Clark, Purchasing Agent at 409-835-8593 or via email at: deb.clark@jeffersoncountytx.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 bid in accordance with the terms and conditions stated in this bid.

Bidders are strongly encouraged to carefully read the entire invitation, as failure to return and/or complete all required documentation will result in a response being declared as non-responsive.

Deborah Clark

Deborah L. Clark, Purchasing Agent
Jefferson County, Texas

PUBLISH:
The Examiner:
October 16, 2025 & October 23, 2025

TABLE OF CONTENTS

TABLE OF CONTENTS 1
SECTION 1: GENERAL CONDITIONS OF BIDDING AND TERMS OF CONTRACT 2
HUB, SBE, MBE OR WBE CERTIFICATION (INSERTION PAGE) 13
SECTION 2: FEMA MANDATED CONTRACT PROVISIONS 14
BYRD ANTI-LOBBYING CERTIFICATION FORM 28
DEBARMENT/SUSPENSION CERTIFICATION 29
CIVIL RIGHTS COMPLIANCE PROVISIONS 30
SECTION 3: SPECIAL REQUIREMENTS/BID SUBMISSION REQUIREMENTS 32
INSERTION PAGE: SYSTEM FOR AWARD MANAGEMENT (SAM) REGISTRATION PROOF 34
SAMPLE FORM 1295 36
INSERTION PAGE: FORM 1295 37
SECTION 3 (CONTINUED): SPECIAL REQUIREMENTS/BID SUBMISSION REQUIREMENTS 38
INSERTION PAGE: CERTIFICATE OF INSURANCE (COI) PROOF 41
BIDDER INFORMATION FORM 42
SECTION 4: MINIMUM SPECIFICATIONS 43
OFFER TO CONTRACT FORM 46
ACCEPTANCE OF OFFER FORM 47
INSERTION PAGE: ADDENDA 48
BID FORM 49
VENDOR REFERENCES 51
SIGNATURE PAGE 52
CERTIFICATION REGARDING LOBBYING 53
CONFLICT OF INTEREST QUESTIONAIRE 54
LOCAL GOVERNMENT OFFICER: CONFLICT DISCLOSURE STATEMENT FORM (OFFICE USE ONLY) 55
GOOD FAITH EFFORT DETERMINATION CHECKLIST 56
NOTICE OF INTENT 57
HUB SUBCONTRACTING PARTICIPATION DECLARATION FORM 58
RESIDENCE CERTIFICATION/TAX FORM 62
HOUSE BILL 89 VERIFICATION 63
SENATE BILL 252 CERTIFICATION 64
BID AFFIDAVIT 65

BID SUBMISSIONS:

One (1) Original and one (1) Bid Copy; with all copies to include a Completed Copy of this specifications packet, in its entirety.

Each Bidder shall ensure that required parts of their bid submission are completed with accuracy and submitted as per the requirements within this specifications packet, including any addenda.

Additionally, Bidder shall monitor the Jefferson County Purchasing Department Website for any addenda, additional instructions, or bid updates. https://jeffersoncountytx.gov/Purchasing/

Failure to return and/or complete all required documentation will result in a response being declared as non-responsive.

SECTION 1: GENERAL CONDITIONS OF BIDDING AND TERMS OF CONTRACT

By execution of this document, the Vendor accepts all general and special conditions of the contract as outlined below and, in the specifications, and plans.

1. BIDDING.

1.1 BIDS.
All bids must be submitted on the bid form furnished in this package.

1.2 AUTHORIZED SIGNATURES.
The bid must be executed personally by the Vendor, duly authorized partner of the partnership, or duly authorized officer of the corporation. If executed by an agent, a power of attorney or other evidence of authority to act on behalf of the Vendor shall accompany the bid to become a valid bid.

1.3 LATE BIDS.
Bids must be in the office of the Jefferson County Purchasing Agent before or at the specified time and date bids are due. Bids received after the submission deadline shall be rejected as non-responsive and returned unopened.

1.4 WITHDRAWAL OF BID PRIOR TO OPENING.
A bid may be withdrawn before the opening date by submitting a written request to the Purchasing Agent. If time allows, the Bidder may submit a new bid. Bidder assumes full responsibility for submitting a new bid before or at the specified time and date bids are due. Jefferson County reserves the right to withdraw a request for bids before the opening date.

1.5 WITHDRAWAL OF BID AFTER OPENING.
Bidder agrees that its offer may not be withdrawn or cancelled by the Vendor for a period of ninety (90) days following the date and time designated for the receipt of bids unless otherwise stated in the bid and/or specifications.

1.6 BID AMOUNTS.
Bids shall show net prices, extensions where applicable and net total. In case of conflict between unit price and extension, the unit price will govern. Any ambiguity in the bid as a result of omission, error, unintelligible or illegible wording shall be interpreted in the favor of Jefferson County.

1.7 EXCEPTIONS AND/OR SUBSTITUTIONS.
All bids meeting the intent of the specifications and plans will be considered for award. Vendors taking exception to the specifications and plans, or offering substitutions, shall state these exceptions in the section provided. If bid is made on an article other than the one specified, which a Bidder considers comparable, the name and grade of said article must be specified in the bid and sufficient specifications and descriptive data must accompany same to permit thorough evaluation. The absence of stated exceptions and/or substitutions shall indicate that the Vendor has not taken any exceptions to the specifications and shall be responsible to perform in strict accordance with the specifications. As a matter of practice, Jefferson County rejects exception(s) and /or substitutions as non-responsive but reserves the right to accept any and/or all of the exception(s) and/or substitution(s) deemed to be in the best interest of Jefferson County.

1.8 ALTERNATES.
The Invitation for Bid and/or specifications may expressly allow Bidder to submit an alternate bid. Presence of such an offer shall not be considered an indication of non-responsiveness.

1.9 DESCRIPTIONS.

Unless otherwise specified, any reference to make, manufacturer and/or model used in the bid specifications is merely descriptive and not restrictive, and is used only to indicate type, style, or quality of material desired.

1.10 BID ALTERATIONS.
Bids cannot be altered or amended after submission deadline. Any interlineations, alterations, or erasures made before opening time must be initialed by the signer of the bid, guaranteeing authenticity.

1.11 TAX EXEMPT STATUS.
Jefferson County is exempt from federal excise tax and state sales tax. Unless the bid form or specifications specifically indicate otherwise, the bid price must be net, exclusive of above-mentioned taxes and will be so construed. Therefore, the bid price shall not include taxes.

1.12 QUANTITIES.
Quantities indicated are estimated quantities only and are not a commitment to buy. Approximate usage does not constitute an order, but only implies the probable quantity that will be used. Commodities will be ordered on an as-needed basis. Bidder is responsible for accurate final counts.

1.13 BID AWARD.
Award of contract shall be made to the most responsible, responsive Bidder, whose offer is determined to be the best value, taking into consideration the relative importance of price. Jefferson County reserves the right to be the sole judge as to whether items bid will serve the purpose intended.

Jefferson County reserves the right to award based upon individual line items, sections or total bid.

1.14 SILENCE OF SPECIFICATIONS FOR COMPLETE UNITS.
All materials, equipment and/or parts that will become a portion of the completed work, including items not specifically stated herein but, necessary to render the service(s) complete and operational per the specifications, are to be included in the bid price. Vendor may be required to furnish evidence that the service, as bid, will meet or exceed these requirements.

1.15 ADDENDA.
Any interpretations, corrections or changes to the specifications and plans will be made by addenda no later than forty-eight (48) hours prior to the bid opening. Addenda will be posted on the Purchasing web site. Vendors are responsible for monitoring the web site in order to remain informed on addenda. Vendors shall acknowledge receipt of all addenda with submission of bid.

1.16 GENERAL BID BOND/SURETY REQUIREMENTS.
Failure to furnish bid bond/surety, if requested, will result in bid being declared non-responsive. Non-responsive bids will not be considered for award.

1.17 GENERAL INSURANCE REQUIREMENTS.
Failure to furnish Affidavit of Insurance, if required in these specifications, will result in bid being declared non-responsive. Non-responsive bids will not be considered for award.

1.18 RESPONSIVENESS.
A responsive bid shall substantially conform to the requirements of this Invitation to Bid and/or specifications contained herein. Bidders who substitute any other terms, conditions, specifications and/or requirements or who qualify their bids in such a manner as to nullify or limit their liability to the contracting entity shall have their bids deemed non-responsive. Also, bids containing any clause that would limit contracting authority shall be considered non-responsive. Examples of non-responsive bids include but shall not be limited to: a) bids that fail to conform to required delivery schedules as set forth in the bid request; b) bids with prices qualified in such a manner that the bid

price cannot be determined, such as with vague wording that may include "price in effect at the time of delivery," and c) bids made contingent upon award of other bids currently under consideration.

1.19 RESPONSIBLE STANDING OF BIDDER.

To be considered for award, Bidder must at least: have the ability to obtain adequate financial resources, be able to comply with required or proposed delivery/completion schedule, have a satisfactory record of performance; have a satisfactory record of integrity and ethics, and be otherwise qualified and eligible to receive award.

1.20 CONFIDENTIAL/PROPRIETARY INFORMATION.

If any material in the bid submission is considered by Bidder to be confidential or proprietary information (including manufacturing and/or design processes exclusive to the Bidder), Bidder must clearly mark the applicable pages of bid submission to indicate each claim of confidentiality. Additionally, Bidder must include a statement on company letterhead identifying all Bid Submission section(s) and page(s) that have been marked as confidential. Jefferson County will protect from public disclosure such portions of a bid, unless directed otherwise by legal authority, including existing open records acts. Merely making a blanket claim that the entire bid submission is protected from disclosure because it contains some proprietary information is not acceptable, and will make the entire bid submission subject to release under the Texas Public Information Act.

By submitting a bid, Bidder agrees to reproduction by Jefferson County, without cost or liability, of any copyrighted portions of Bidder's bid submission or other information submitted by Bidder.

1.21 PUBLIC BID OPENING.

Bidders are invited to be present at the opening of bids. After the official opening of bids, a period of not less than one week is necessary to evaluate bids. The amount of time necessary for bid evaluation may vary and is determined solely by the County. Following the bid evaluation, all bids submitted are available for public review.

2. PERFORMANCE.

2.1 DESIGN, STRENGTH, AND QUALITY.

Design, strength, and quality of materials and workmanship must conform to the highest standards of manufacturing and engineering practices. The apparent silence of specifications and/or plans as to any detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications and/or plans shall be made on the basis of this statement.

2.2 AGE AND MANUFACTURE.

All tangible goods being bid must be new and unused, unless otherwise specified, in first-class condition, of current manufacture, and furnished ready to use. All items not specifically mentioned that are required for a complete unit shall be furnished.

2.3 DELIVERY LOCATION.

All deliveries will be made to the address(es) specified on the purchase order during normal office working hours of 8:00 am CT to 4:00 pm CT, Monday through Friday, unless otherwise authorized by the Purchasing Agent or designee.

2.4 DELIVERY SCHEDULE.

Delivery time may be an important consideration in the evaluation of best value. The maximum number of days necessary for delivery ARO shall be stated in the space, if provided, on the bid form.

2.5 DELIVERY CHARGES.

All delivery and freight charges, F.O.B. destination shown on Jefferson County purchase order, as necessary to perform contract are to be included in the bid price.

2.6 INSTALLATION CHARGES.

All charges for assembly, installation and set-up shall be included in the bid price. Unless otherwise stated, assembly, installation and set-up will be required.

2.7 OPERATING INSTRUCTIONS AND TRAINING.

Clear and concise operating instructions and descriptive literature will be provided in English, if requested. On-site detailed training in the safe and efficient use and general maintenance of item(s) purchased shall be provided as needed at the request of Jefferson County. Instructions and training shall be at no additional cost to the County.

2.8 STORAGE.

Bidder agrees to provide storage of custom ordered materials, if requested, for up to thirty (30) calendar days.

2.9 COMPLIANCE WITH FEDERAL, STATE, COUNTY, AND LOCAL LAWS.

Bids must comply with all federal, state, county and local laws, including, but not limited to, all applicable standard safety, emission, and noise control requirements. Any vehicles or equipment shall contain all standard safety, emission, and noise control requirements required for the types and sizes of equipment at the time of their manufacture. The Contractor agrees, during the performance of work or service, to comply with all applicable codes and ordinances of Jefferson County or the State of Texas as they may apply, as these laws may now read, or as they may hereafter be changed or amended.

2.10 OSHA.

The Bidder will certify all equipment complies with all regulations and conditions stipulated under the Williams-Steiger Occupational Safety and Health Act of 1971, as amended. The successful Bidder will further certify that all items furnished under this project will conform and comply with federal and State of Texas OSHA standards. The successful Bidder will agree to indemnify and hold harmless Jefferson County for any and all damages that may be assessed against the County.

2.11 PATENTS AND COPYRIGHTS.

The successful Vendor agrees to protect the County from claims involving infringements of patents and/or copyrights.

2.12 SAMPLES, DEMONSTRATIONS, AND TESTING.

At Jefferson County's request and direction, Bidder shall provide product samples and/or testing of items bid to ensure compliance with specifications. Samples, demonstrations and/or testing may be requested at any point prior to or following bid award. Samples, demonstrations and/or testing may be requested upon delivery and/or any point during the term of resulting contract. All samples (including return thereof), demonstrations, and/or testing shall be at the expense of the Bidder/Vendor.

2.13 ACCEPTABILITY.

All articles enumerated in the bid shall be subject to inspection by an officer designated for that purpose by Jefferson County. If found inferior to the quality called for, or not equal in value to the specifications, deficient in workmanship or otherwise, this fact shall be certified to the Purchasing Agent, who shall have the right to reject the whole or any part of the same. Items and/or work determined to be contrary to specifications must be replaced at the vendor's expense. Inferior items not retrieved by the vendor within thirty (30) calendar days, or an otherwise agreed upon time, shall become the property of the County. If disposal of such items warrants an expense, an amount equal to the disposal expense will be deducted from amounts payable to the vendor.

2.14 MAINTENANCE.

Maintenance required for equipment bid should be available in Jefferson County by a manufacturer authorized maintenance facility. Cost for this service shall be shown on the bid sheet as requested or on a separate sheet, as required. If Jefferson County opts to include maintenance, it shall be so stated in the purchase order and said cost will be included. Service will commence only upon expiration of applicable warranties and should be priced accordingly.

2.15 MATERIAL SAFETY DATA SHEETS.
Under the "Hazardous Communications Act," common known as the "Texas Right to Know Act," a Bidder must provide the user department, with each delivery, material safety data sheets which are applicable to hazardous substances defined in the Act. Failure of the Bidder to furnish this documentation, will be cause to reject any bid applying thereto.

2.16 EVALUATION.
Evaluation shall be used as a determinant as to which services are the most efficient and/or most economical for the County. It shall be based on all factors having a bearing on price and performance of the items in the user environment. All bids are subject to tabulation by the Jefferson County Purchasing Department and recommendation to Jefferson County Commissioners' Court. Compliance with all bid requirements and needs of the using department are considered in evaluating bids. Pricing is not the only criteria for making a recommendation. The Jefferson County Purchasing Department reserves to right to contact any Bidder, at any time, to clarify, verify or requirement information with regard to this bid.

3. PURCHASE ORDERS AND PAYMENT.

3.1 PURCHASE ORDERS.
A purchase order(s) shall be generated by the Jefferson County Purchasing Agent to the successful vendor. The purchase order number must appear on all itemized invoices and packing slips. The County will not be held responsible for any work orders placed and/or performed without a valid current purchase order number. Payment will be made for all services rendered and accepted by the contract administrator for which a valid invoice has been received.

3.2 INVOICES.
All invoices shall reference the Purchase Order number. Invoices shall reference the bid item number or a detailed description for each item invoiced. If an item purchased and itemized on the invoice does not correspond to an item in any of the categories awarded to the vendor, invoice shall reference the item as "N/C" to indicate that it is a non-contract item. This requirement is to assist the County in verifying contract pricing on all invoices. Payment will be made under terms of net thirty (30) days unless otherwise agreed upon by seller and the purchasing department.

3.3 PROMPT PAYMENT.
In accordance with the State of Texas Prompt Payment Act, Article 601f V.T.C.S., payment will be made after receive and acceptance by the County of the merchandise ordered and of a valid invoice. Successful Bidder(s) is required to pay Subcontractors within ten (10) days after the successful Bidder receives payment from the County.

3.4 FUNDING.
Jefferson County is operated and funded on an October 1 to September 30 basis; accordingly, the County reserves the right to terminate, without liability to the County, any contract for which funding is not available.

4. CONTRACT.

4.1 CONTRACT DEFINITION.
The General Conditions of Bidding and Terms of Contract, Specifications, Plans, Bidding Forms, Addenda, and any other documents made a part of this bid shall constitute the complete bid. This bid, when duly accepted by Jefferson County, shall constitute a contract equally binding between the successful Bidder and Jefferson County.

4.2 CHANGE ORDER.
No different or additional terms will become part of this contract with the exception of a change order. No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All change orders to the contract will be made in writing and at the discretion and approval of

Jefferson County. No change order will be binding unless signed by an authorized representative of the County and the vendor.

4.3 PRICE RE-DETERIMINATION.

A price re-determination may be requested at the time of annual renewal. All requests for price re-determination shall be in written form. Cause for such request, i.e., manufacturer's direct cost, postage rates, Railroad Commission rates, Federal/State minimum wage law, Federal/State unemployment taxes, F.I.C.A, Insurance Coverage Rates, etc., shall be substantiated in writing by the source of the cost increase. The Bidder's past experience of honoring contracts at the bid price will be an important consideration in the evaluation of the lowest and best bid. Jefferson County reserves the right to accept or reject any/all requests for price re-determination as it deems to be in the best interest of the County.

4.4 TERMINATION.

Jefferson County reserves the right to terminate the contract for default if the Bidder breached any of the terms therein, including warranties of Bidder or if the Bidder becomes insolvent or commits acts of bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies which Jefferson County may have in law or equity. Default may be construed as, but not limited to, failure to deliver the proper goods and/or service within the proper amount of time, and/or to properly perform any and all services required to Jefferson County's satisfaction and/or to meet all other obligations and requirements. Contracts may be terminated without cause upon thirty (30) days' written notice to either party unless otherwise specified. Jefferson County reserves the right to award canceled contract to the next lowest Bidder. Bidder, in submitting this bid, agrees that Jefferson County shall not be liable to prosecution for damages in the event that the County declares the Bidder in default.

4.5 CONFLICT OF INTEREST.

Employees of the County are not permitted to maintain financial interest in, or receive payment, directly or indirectly, borrow from, lend to, invest in, or engage in any substantial financial transaction with any individual, organization, supplier, or Subcontractor who does business with the County without disclosure. When conflict of interest is discovered, it shall be grounds for termination of contract.

4.6 INTEREST BY PUBLIC OFFICIALS.

No public official shall have interest in this contract, in accordance with Texas Local Government Code.

4.7 PRE-AWARD/CONTRACT CONTACT BETWEEN COUNTY AND VENDORS.

The Jefferson County Purchasing Department may initiate discussions with selected vendors; however, discussions may not be initiated by vendors.

The Jefferson County Purchasing Department expects to conduct discussions with vendor's representatives authorized to contractually obligate the vendor with an offer.

Vendors shall not contact any Jefferson County personnel during the IFB process without the express permission from the Jefferson County Purchasing Agent. The Purchasing Agent will disqualify any vendor who has made site visits, contacted Jefferson County personnel, or distributed any literature without authorization from the Jefferson County Purchasing Department.

All correspondence relating to this IFB, from advertisement to award shall be sent to the Jefferson County Purchasing Department. All presentations and/or meetings between Jefferson County and the vendor relating to this IFB shall be coordinated by the Jefferson County Purchasing Department.

Selected vendors may be expected to make a presentation/product demonstration to an Evaluation Committee. Proposals, vendor presentations, and product/service evaluations may develop into negotiating sessions with the vendor(s) as selected by the Evaluation Committee. Jefferson County expects to conduct negotiations with vendor

representatives authorized to contractually obligate the vendor with an offer. If vendor is unable to agree to contract terms and conditions, Jefferson County reserves the right to terminate contract negotiations with that vendor and initiate negotiations with another vendor. In addition to a presentation, visits by the Evaluation Committee to representative vendor client sites may be conducted where the proposed solution can be demonstrated in a production environment.

4.8 INJURIES OR DAMAGES RESULTING FROM NEGLIGENCE.

Successful vendor shall defend, indemnify and save harmless Jefferson County and all its officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful vendor, or of any agent, employee, Subcontractor or supplier in the execution of, or performance under, any contract which may result from bid award. Successful vendor shall pay any judgment with cost which may be obtained against Jefferson County growing out of such injury or damages.

4.9 WARRANTY.

The successful vendor shall warrant that all materials utilized in the performance of this contract shall conform to the proposed specifications and/or all warranties as stated in the Uniform Commercial Code and be free from all defects in material, workmanship and title.

4.10 UNIFORM COMMERCIAL CODE.

The successful vendor and Jefferson County agree that both parties have all rights, duties, and remedies available as stated in the Uniform Commercial Code.

4.11 VENUE.

This agreement will be governed and construed according to the laws of the State of Texas. This agreement is performable in the County of Jefferson, Texas.

4.12 SALE, ASSIGNMENT, OR TRANSFER OF CONTRACT.

The successful vendor shall not sell, assign, transfer or convey this contract, in whole or in part, without the prior written consent of Jefferson County.

4.13 SILENCE OF SPECIFICATIONS.

The apparent silence of these specifications as to any detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.

5. REJECTION OR WITHDRAWAL.

Submission of additional terms, conditions or agreements with the bid document are grounds for deeming a bid non-responsive and may result in bid rejection. Jefferson County reserves the right to reject any and all bids and to waive any informalities and minor irregularities or defects in bids. Bids may be withdrawn in person by a bidder or authorized representative, provided their identity is made known and a receipt is signed for the bid, but only if the withdrawal is made prior to the time set for receipt of bids. Bids are an irrevocable offer and may not be withdrawn within **90** days after opening date.

6. EMERGENCY/DECLARED DISASTER REQUIREMENTS.

In the event of an emergency or if Jefferson County is declared a disaster area, by the County, State, or Federal Government, this Acceptance of Offer may be subjected to unusual usage. Contractor shall service the county during such an emergency or declared disaster under the same terms and conditions that apply during non-emergency/disaster conditions. The pricing as specified in this Acceptance of Offer shall apply to serving the County's needs regardless of the circumstances. If Contractor is unable to supply the services under the terms of the Acceptance of Offer, then Contractor shall provide proof of such disruption and a copy of the invoice from Contractor's

supplier(s).

Additional profit margin as a result of supplying services during an emergency or declared disaster shall not be permitted. In the event that additional equipment, supplies, and materials are required during the declared disaster, additional shipping, handling and drayage fees may apply.

7. AWARD.

The bid will be awarded to the responsible, responsive bidder(s) whose bid, conforming to the solicitation, will be most advantageous to Jefferson County – price and other factors considered. Unless otherwise specified in this IFB, Jefferson County reserves the right to accept a bid in whole or in part, and to award by item or by group, whichever is deemed to be in the best interest of Jefferson County. Any bidder who is in default to Jefferson County at the time of submittal of the bid shall have that bid rejected.

Jefferson County reserves the right to clarify any contractual terms with the concurrence of the Contractor; however, any substantial non-conformity in the offer, as determined by Jefferson County, shall be deemed non-responsive and the offer rejected.

In evaluating bids, Jefferson County shall consider the qualifications of the bidders, and, where applicable, operating costs, delivery time, maintenance requirements, performance data, and guarantees of materials and equipment.

In addition, Jefferson County may conduct such investigation as it deems necessary to assist in the evaluation of a bid and to establish the responsibility, qualifications, and financial ability of the bidders to fulfill the contract.

Jefferson County reserves the right to award this contract on the basis of **lowest and best bid** in accordance with the laws of the State of Texas, to waive any formality or irregularity, to make awards to more than one offeror, and/or to reject any or all bids. In the event the lowest dollar offeror meeting specifications is not a awarded a contract, Offeror may appear before the Commissioners' Court and present evidence concerning Offeror responsibility after officially notifying the Office of the Purchasing Agent of Offeror's intent to appear.

8. CONTRACT.

A response to an IFB is an offer to contract with Jefferson County based upon the terms, conditions, and specifications contained in the IFB. Bids do not become contracts unless and until they are executed by Jefferson County, eliminating a formal signing of a separate contract. For that reason, all of the terms and conditions of the contract are contained in the IFB, unless any of the terms and conditions is modified by an IFB Amendment, a Contract Amendment, or by mutually agreed terms and conditions in the contract documents.

9. WAIVER OF SUBROGATION.

Bidder and bidder's insurance carrier waive any and all rights whatsoever with regard to subrogation against Jefferson County as an indirect party to any suit arising out of personal or property damages resulting from bidder's performance under this agreement.

10. FISCAL FUNDING.

A multi-year contract (if requested by the specifications) continuing as a result of an extension option must include fiscal funding out. If, for any reason, funds are not appropriated to continue the contract, said contract shall become null and void.

11. BID RESULTS.

Bid results are not provided in response to telephone inquiries. A preliminary tabulation of bids received will be posted on the Purchasing web page at https://jeffersoncountytx.gov/Purchasing/ as soon as possible following bid opening. A final tabulation will be posted following bid award, and will also be available for review in the Purchasing Department.

12. CHANGES AND ADDENDA TO BID DOCUMENTS.

Each change or addendum issued in relation to this IFB document will be on file in the Office of the Purchasing Agent, and will be posted on the Purchasing web site as soon as possible. It shall be the bidder's responsibility to make inquiry as to change or addenda issued, and to monitor the web site. All such changes or addenda shall become part of the contract and all bidders shall be bound by such addenda. Information on all changes or addenda issued will be available at the Office of the County Purchasing Agent.

13. SPECIFICATIONS.

Unless otherwise stated by the bidder, the bid will be considered as being in accordance with Jefferson County's applicable standard specifications, and any special specifications outlined in the bid document. References to a particular trade name, manufacturer's catalogue, or model number are made for descriptive purposes to guide the bidder in interpreting the requirements of Jefferson County, and should not be construed as excluding bids on other types of materials, equipment, and supplies. However, the bidder, if awarded a contract, will be required to furnish the particular item referred to in the specifications or description unless departure or substitution is clearly noted and described in the bid.

Jefferson County reserves the right to determine if equipment/ product being bid is an acceptable alternate. All goods shall be new unless otherwise so stated in the bid. Any unsolicited alternate bid, or any changes, insertions, or omissions to the terms and conditions, specifications, or any other requirements of the bid, may be considered non-responsive.

14. DELIVERY.

Bids shall include all charges for delivery, packing, crating, containers, etc. Unless otherwise stated by the bidder (in writing on the included Bid Form), prices bid will be considered as being based on F.O.B. destination/delivered freight included.

15. INTERPRETATION OF BID AN/OR CONTRACT DOCUMENTS.

All inquiries shall be made within a reasonable time prior to the date and time fixed for the bid opening, in order that a written response in the form of an addendum, if required, can be processed before the bids are opened. Inquiries received that are not made in a timely fashion may or may not be considered.

16. CURRENCY.

Prices calculated by the bidder shall be stated in U.S. dollars.

17. PRICING.

Prices shall be stated in units of quantity specified in the bid documents. In case of discrepancy in computing the amount of the bid, the unit price shall govern.

18. NOTICE TO PROCEED/PURCHASE ORDER.

The successful bidder may not commence work under this contract until authorized to do so by the Purchasing Agent.

19. CERTIFICATION.

By signing the offer section of the Offer and Acceptance page, Bidder certifies:

- The submission of the offer did not involve collusion or other anti-competitive practices.
- The Bidder has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to any public servant in connection with the submitted offer.
- The Bidder hereby certifies that the individual signing the bid is an authorized agent for the Bidder and has the authority to bind the Bidder to the contract.

20. DEFINITIONS.

"County" – Jefferson County, Texas.
"Contractor" – The Bidder whose proposal is accepted by Jefferson County.

21. 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

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: lee.vega@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.

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	2 CFR 200 APPENDIX II (C) and 41 CFR §60-1.4(b)

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:

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.	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

	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.	
> $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 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	2 CFR 200 APPENDIX II (E); 40 U.S.C. §§ 3701-3708; supplemented by 29 C.F.R. Part 5

	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.** Suggested Language 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.	2 CFR 200 APPENDIX II (F); Funding Agreement; definition found under 37 C.F.R. § 401.2(a).

	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.	
>$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). Suggested Language: 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 *et seq.* 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 *et seq.* 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.	2 CFR 200 APPENDIX II (G); 42 U.S.C. §§ 7401-7671q; 33 U.S.C. §§ 1251-1387
>$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	2 CFR 200 APPENDIX II (H); 2 C.F.R. Part 180

	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. Suggested Language: 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 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.	(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 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.** Required Certification: 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. Suggested Language: 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 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.	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)
>$100,000	*§135.38 Section 3 clause* *All section 3 covered contracts shall include the following clause (referred to as the section 3 clause):* 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:	2 CFR 200.216

	(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 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	2 CFR 200.336

	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.	
None; All FEMA declarations and awards issued on or after November 12, 2020.	Suggested Language: 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; (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.	2 C.F.R. § 200.321(b)(1)-(5)
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	2 CFR 200.334; and 200.337

	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) *If submitted for negotiation.* 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) *If not submitted for negotiation.* 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 records starts from the end of the fiscal year (or other accounting period) covered by the proposal, plan, or other computation. Suggested Language for All Procurements: 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	United States Code 19 U.S.C. 2511

	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.	
>$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. Suggested Language: 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 to discrimination, including discrimination in employment, under any program or activity receiving federal financial assistance.	Section 504 of the Rehabilitation Act of 1973, as amended.
	Pursuant to the *Violence Against Women Act Reauthorization of 2022*, 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 LSPT General Operations 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.

Tamela Hanes

Signature of Contractor's Authorized Official

Owner Tamela Hanes

Name and Title of Contractor's Authorized Official

11/17/25

Date

REQUIRED FORM
Bidder: Please complete this form and include with bid submission.

DEBARMENT/SUSPENSION CERTIFICATION

Non-Federal entities and Contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, Debarment and Suspension (1986) and Executive Order 12689, Debarment and Suspension (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (No procurement Debarment and Suspension).

This requirement applies to all FEMA grant and cooperative agreement programs.

Federal Executive Order (E .O.) 12549 "Debarment" requires that all Contractors receiving individual awards, using federal funds, and all sub recipients certify that the organization and its principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from doing business with the Federal Government. By signing this document, you certify that your organization and its principals are not debarred. Failure to comply or attempts to edit this language may disqualify your bid. Information on debarment is available at the following websites: www.sam.gov and https://acguisition.qov/far/index.html see section 52.209-6.

The Contractor LSPT General Operations 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.

Tamela Hanes

Signature of Contractor's Authorized Official

Owner Tamela Hanes

Name and Title of Contractor's Authorized Official

11/17/25

Date

REQUIRED FORM
Bidder: Please complete this form and include with bid submission.

CIVIL RIGHTS COMPLIANCE PROVISIONS

1. EQUAL EMPLOYMENT OPPORTUNITY (Equal Opportunity Clause)

(For all awarded contracts that meet the definition of "federally assisted construction contract" provided in 41 CFR Part 60-1.3)

During the performance of this contract, the Contractor agrees as follows:

1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

   Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

3) The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.

4) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

6) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

7) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or order this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

8) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each Subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

CIVIL RIGHTS COMPLIANCE PROVISIONS (CONTINUED)

Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a Subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of Contractors and Subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a Contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon Contractors and Subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

Tamela Hanes

Signature of Contractor's Authorized Official

Owner Tamela Hanes

Name and Title of Contractor's Authorized Official

11/17/25

Date

REQUIRED FORM
Bidder: Please complete this form and include with bid submission.

SECTION 3: SPECIAL REQUIREMENTS/BID SUBMISSION INSTRUCTIONS

The following requirements and instructions **supersede** General Requirements where applicable.

1. SUBMISSION OF BID.

Bidder is Responsible for Submitting:

One (1) Original and one (1) Bid Copies; with all copies to include a Completed Copy of this Specifications Packet (**in its entirety**.)

The County requests that bid submissions NOT be bound by staples or glued spines.

Each Bidder shall ensure that required parts of their bid submission are completed with accuracy and submitted as per the requirements within this specifications packet, including any addenda.

Additionally, Bidder shall monitor the Jefferson County Purchasing Department Website for any addenda, additional instructions, or bid updates. https://jeffersoncountytx.gov/Purchasing/

Failure to return and/or complete all required documentation will result in a response being declared as non-responsive.

Bids must be submitted in complete original form by mail or messenger to the following address:
Jefferson County Purchasing Department
1149 Pearl Street, 1st Floor
Beaumont, TX 77701

BID PACKAGING: Bidder shall submit response in a tightly sealed opaque envelope or box, plainly marked "SEALED BID." The outside of the envelope of box shall also include the IFB Number, IFB Name, IFB Due Date, and the Bidder's Name and Address; and shall be addressed to the Purchasing Agent.

All submissions must be received by 11:00 am CT, Wednesday, November 19, 2025.

Bids will be accepted at the above address until the time and date specified herein, and immediately after will be publicly opened and read aloud.

Jefferson County will not accept any responsibility for bids being delivered by third party carriers.

Late bids will not be accepted and will be returned unopened to the Bidder.
Jefferson County shall not be responsible for any effort or cost expended in the preparation of a response to this IFB.

All bid responses submitted in response to this invitation shall become the property of Jefferson County and will be a matter of public record available for review.

All protests should be coordinated through the Purchasing Office prior to award recommendation to Commissioners' Court.

COURTHOUSE SECURITY: All visitors to the Courthouse must pass through Security. Respondents planning to hand deliver proposals must allow time to get through Security, as a delay in entering the Courthouse will not be accepted as an excuse for late submittal. Mondays and Tuesdays are particularly heavy days.

In response to the Covid-19 pandemic, Jefferson County has implemented precautionary measures as currently recommended by the CDC within its facilities. Bidders are strongly urged to plan accordingly.

COUNTY HOLIDAYS (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 IFB closing will automatically be postponed until the next business day that County offices are open to the public. Should inclement weather conditions or any other unforeseen event cause delays in courier service operations, the County may issue an addendum to all known vendors interested in the project to extend the deadline. It will be the responsibility of the vendor to notify the county of their interest in the project should these conditions impact their ability to submit a bid/proposal/statement of qualifications submission before the stated deadline. The County reserves the right to make the final judgement call to extend any deadline.

Should an emergency or unanticipated event interrupt normal County processes, and bid/proposal/statement of qualifications submissions cannot be received by the Jefferson County Purchasing Department's office by the exact time specified in the IFB and urgent County requirements preclude amendment to the IFB, the time specified for receipt of Statements of Qualifications will be deemed to be extended to the same time of day specified in the solicitation on the first business day on which normal County processes resume.

2. PRE-BID MEETING AND WALK-THROUGH.

Due to the nature of this Bid, a Pre-Bid Conference will not be held for this project.

3. QUESTIONS/DEADLINE FOR QUESTIONS.

Questions may be emailed to Cindy Greene, Contract Specialist at: Cynthia.greene@jeffersoncountytx.gov. If no response in 72 hours, contact Deborah Clark, Purchasing Agent via email at: deb.clark@jeffersoncountytx.gov.
The Deadline for asking questions or requesting additional information (in writing) is 5:00 pm, CT, Friday, October 31, 2025.

4. VENDOR REGISTRATION (System for Award Management).

Vendors doing business with Jefferson County are **required** to be registered with The System for Award Management (SAM), with an "active" status. The System for Award Management (SAM) is the Official U.S. Government system that consolidated the capabilities of CCR/FedReg, ORCA, and EPLS. There is NO fee to register for this site. Entities may register at no cost directly from the SAM website at: https://www.sam.gov

In instances where a vendor has either an "Inactive" SAM Registration or is not currently registered with the System for Award Management, the Purchasing Department may *initially* accept proof (printout from the SAM website) that the vendor has begun the registration process in order for the IFB/RFQ/RFP submission to be considered as "responsive" to the specifications for the project.
However, the SAM Registration must be completed (showing "active" status, with no exclusions) prior to the award and/or execution of an agreement or contract for the project.

BIDDER: INSERT PROOF OF SYSTEM FOR AWARD MANAGEMENT (SAM) BEHIND THIS PAGE.

5. FORM 1295 (Texas Ethics Commission) SUBMISSSION REQUIREMENT/INSTRUCTIONS FOR BIDDERS.
All Non-Exempt Bidders are required to submit a completed FORM 1295 with bid submission.

1. Submit a FORM 1295 online via the Texas Ethics Commission website link below.
Vendors must enter the required information on Form 1295, and print a copy of the completed form.
The form will include a certification of filing that will contain a unique certification number.

2. Submit a FORM 1295 hard copy (completed & signed by an Authorized Agent of the Awarded Vendor), to the Jefferson County Purchasing Department **with bid submission.**

FORM 1295, Completion Instructions, and Login Instructions are available via the Texas Ethics Commission Website at: https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

A sample of a completed FORM 1295 is included on **PAGE 36**.

FORM 1295 Implementation Background:
In accordance with House Bill 1295 (passed January 1, 2016), Vendors entering into contracts and professional agreements with Jefferson County will be required to complete a Certificate of Interested Parties (FORM 1295), **unless contract is considered exempt as described below.**

In 2017, the Texas legislature amended the law to require Form 1295 to include an "unsworn declaration" which includes, among other things, the date of birth and address of the authorized representative signing the form. The unsworn declaration, including the date of birth and address of the signatory, replaces the notary requirement that applied to contracts entered into before January 1, 2018. The TEC filing application does not capture the date of birth or street address of the signatory and it will not appear on forms that are filed using the TEC filing application.

Changes to the law requiring certain businesses to file a Form 1295 are in effect for contracts entered into or amended on or after January 1, 2018. The changes exempt businesses from filing a Form 1295 for certain types of contracts and replace the need for a completed Form 1295 to be notarized. Instead, the person filing a 1295 needs to complete an "unsworn declaration."

Question: Will the date of birth and address provided appear on the TEC's website when the form is filed?

Answer: No. The TEC filing application does not capture the date of birth or street address of the signatory and it will not appear on forms that are filed using the TEC filing application. Although the TEC does not capture the date of birth and street address of the signatory, the contracting state agency or governmental agency will have a physical copy of the form that includes the date of birth and address of the signatory. The TEC cannot answer whether the contracting state agency or governmental agency may release such information. Questions regarding the Texas Public Information Act may be directed to the Office of the Attorney General. See also Paxton v. City of Dall., No. 03-13-00546-CV, 2015 Tex. App. LEXIS 5228, at *10-11 (App.—Austin May 22, 2015) (mem. op.) (pet. denied) (available here)

FORM 1295 EXEMPTIONS:
What type of contracts are exempt from the Form 1295 filing requirement under the amended law?
The amended law adds to the list of types of contract exempt from the Form 1295 filing requirement.

A completed Form 1295 is not required for:
- a sponsored research contract of an institution of higher education
- an interagency contract of a state agency or an institution of higher education
- a contract related to health and human services if: the value of the contract cannot be determined at the time the contract is executed; and any qualified vendor is eligible for the contract
- a contract with a publicly traded business entity, including a wholly owned subsidiary of the business entity
- a contract with an electric utility, as that term is defined by Section 31.002, Utilities Code
- a contract with a gas utility, as that term is defined by Section 121.001, Utilities Code

SAMPLE COMPLETED FORM 1295

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 is _____, _____, _____, _____, _____.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____ County, State of _____, on the _____ day of _____, 20_____.
(month) (year)

_____
Signature of authorized agent of contracting business entity
(Declarant)

ADD ADDITIONAL PAGES AS NECESSARY

Form provided by Texas Ethics Commission www.ethics.state.tx.us Revised 12/22/2017

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.

Must file online at www.ethics.state.tx.us/File

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
CERTIFICATION OF FILING

Certificate Number:
2025-1390619

Date Filed:
11/18/2025

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
LSPT General Operations
Decatur, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
Jefferson County, Texas

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
IFB 25-049/CG
Inmate Transport

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Hanes, Tamela	Decatur, TX United States	X	
Proffitt, Angelia	Decatur, TX United States		X

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is Tamela Hanes, and my date of birth is 11/3/67.

My address is PO Box 1872, Decatur (city), TX (state), 76234 (zip code), US (country).

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Wise County, State of Texas, on the 17 day of Nov (month), 20 25 (year).

Tamela Hanes
Signature of authorized agent of contracting business entity
(Declarant)

BIDDER: INSERT COMPLETED FORM 1295 BEHIND THIS PAGE.

SECTION 3: SPECIAL REQUIREMENTS/BID SUBMISSION INSTRUCTIONS (CONTINUED)

6. MULTIPLE VENDOR AWARD.

Jefferson County reserves the right to award this contract to more than one vendor at the County's discretion.

7. DELIVERY.

If delivery is required, all items must be packaged so as to be protected from damage during shipping and handling. Any item(s) damaged in shipping must be replaced in kind, or repaired, by the Contractor, at the discretion of, and at no additional charge to, Jefferson County.

8. PAYMENT.

Jefferson County will pay original invoices that clearly itemize the goods and/or services provided as to quantity, part number, description, price, applicable discount (if any), labor charges showing time differential, if applicable and if previously agreed to, and delivery, installation, and set-up costs, if applicable and if previously agreed to. Only charges as stated on the Bid Form(s) submitted as a part of the bid will be considered.

Invoices must indicate Jefferson County as applicable, the address to which the product(s) and/or service(s) were delivered, and the applicable purchase order number. Invoices will be matched to delivery tickets prior to payment; therefore, all delivery tickets should have an accurate description of the product(s) and/or service(s).

Invoices shall be submitted to:
Jefferson County Auditing Department
Attention: Accounts Payable
1149 Pearl Street, 7th floor
Beaumont, TX 77701.

9. USAGE REPORTS.

Jefferson County reserves the right to request, and receive at no additional cost, up to two (2) times during the contract period, a usage report detailing the products and/or services furnished to date under a contract resulting from this IFB. The reports must be furnished no later than five (5) working days after written request and itemize all purchases to date by Jefferson County department, description of each item purchased, including manufacturer, quantity of each item purchased, per unit and extended price of each item purchased, and total amount and price of all items purchased.

10. INSURANCE.

The Contractor (including any and all Subcontractors as defined in Section 11.1.3 below) shall, at all times during the term of this contract, maintain insurance coverages with not less than the type and requirements shown below. Such insurance is to be provided at the sole cost of the Contractor. These requirements do not establish limits of the Contractor's liability.

All policies of insurance shall waive all rights of subrogation against the County, its officers, employees and agents; a copy of the policy wording or endorsement is required.

Contractor shall furnish Jefferson County with Certificate of Insurance naming Jefferson County as additional insured and will provide the actual policy wording or endorsement showing as such.

All insurance must be written by an insurer licensed to conduct business in the State of Texas with Documentation that the Insurance Carrier is aware that Contractor is in the business of transporting inmates.

Minimum Insurance Requirements: (FCMSA Minimums)

Public Liability, including Products & Completed Operations: $1,500,000 (15 passengers or less)
$5,000,000 (16 passengers of more)

Excess Liability $1,000,000

Property Insurance (policy below that is applicable to this project):

Commercial General Liability Policy:	$3,000,000
Professional Liability:	$1,000,000

Workers' Compensation Statutory Coverage (See Section 9 Below)

11. WORKERS' COMPENSATION INSURANCE

11.1 Definitions:

11.1.1 **Certificate of coverage ("Certificate")** – A copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a coverage agreement, DWC-81, DWC-82, DWC-83, or DWC-84 showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.

11.1.2 **Duration of the project** – Includes the time from the beginning of the work on the project until the Contractor's/person's work on the project has been completed and accepted by the governmental entity.

11.1.3 **Persons providing services on the project ("Subcontractor") in article 406.096** – Includes all persons or entities performing all or part of the services under the Contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the Contractor and regardless of whether that person has employees. This includes, without limitation, independent Contractors, Subcontractor, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project. "Services" includes, without limitation, providing, hauling or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

11.2 The Contractor shall provide coverage, based on proper reporting of classification code and payroll amounts and filing any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the Contractor providing services on the project, for the duration of the project.

11.3 The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract – **refer to Section 10 above**.

11.4 If the coverage period shown on the Contractor's current certificate of coverage ends during the duration of the project, the Contractor must, prior to the end of the coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been extended.

11.5 The Contractor shall obtain from each person providing services on a project, and provide to the governmental entity:

11.5.1 A certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project; and

11.5.2 No later than seven (7) days after receipt by the Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate ends during the duration of the project.

11.6 The Contractor shall retain all required certificates of coverage for the duration of the project and for one (1) year thereafter.

11.7 The Contractor shall notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.

11.8 The Contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Department of Workers' Compensation, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.

11.9 The Contractor shall contractually require each person with whom it contracts to provide services on a project to:

11.9.1 Provide coverage, based on reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all its employees providing services on the project, for the duration of the project.

11.9.2 Provide to the Contractor, prior to that person beginning work on the project a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project.

11.9.3 Provide the Contractor, prior to the end of coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.

11.9.4 Obtain from each person with whom it contracts, and provide to the Contractor:

11.9.4.1 A certificate of coverage, prior to the other person beginning work on the project; and

11.9.4.2 the coverage period, if the coverage period shown on the current certificate of a new certificate of coverage showing extension of coverage, prior to the end of coverage ends during the duration of the project.

11.9.5 Retain all required certificates of coverage on file for the duration of the project and for one (1) year thereafter.

11.9.6 Notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and

11.9.7 Contractually require each person with whom it contracts to perform as required by paragraphs **11.1. – 11.7.**, with the certificates of coverage to be provided to the person for whom they are providing services.

11.10 By signing this contract or providing or causing to be provided a certificate of coverage, the Contractor is representing to the governmental entity that all employees of the Contractor who will provide services of the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the Contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

11.11 The Contractor's failure to comply with any of these provisions is a breach of contract by the Contractor which entitles the governmental entity to declare the contract void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the governmental entity.

BIDDER: INSERT COPY OF CERTIFICATE OF INSURANCE (COI) BEHIND THIS PAGE.

Note: For bid purposes, a general COI will suffice. However, a COI that includes the notation that "Jefferson County as an additional insured" will be required from Awarded Bidder(s) prior to the issuance of a Purchase Order.

Generated using Certificial's Smart COI Network™ – Track your Suppliers in real-time at certificial.com/coi
COI ID: Y9RDW

293

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 11/18/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Mark Logsdon
The Rose Mark Risk Group LLC 1900 Jay Ell Drive 2958091 Richardson TX 75081	PHONE (A/C, No, Ext): 9038437674 FAX (A/C, No): 9033472064 E-MAIL ADDRESS: mark@rosemarkrisk.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Kinsale Insurance Company	38920
INSURER B: National Liability & Fire Insurance Company	20052
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
Lone Star Prisoner Transport, Inc PO BOX 1872 Decatur TX 76234

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [X] CLAIMS-MADE [ ] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC OTHER:	Y	Y	0100263476-1	10/11/2025	10/11/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ $ $ 2,000,000 $ 2,000,000
B	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [X] HIRED AUTOS ONLY [X] SCHEDULED AUTOS [X] NON-OWNED AUTOS ONLY	Y	Y	73APS121542	10/11/2025	10/11/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) Collision Deductible	$ 1,000,000 $ $ $ $ 1,000
A	[ ] UMBRELLA LIAB [ ] OCCUR [X] EXCESS LIAB [X] CLAIMS-MADE [ ] DED [ ] RETENTION $	Y	Y	0100263491-1	10/11/2025	10/11/2026	EACH OCCURRENCE AGGREGATE	$ 1,000,000 $ 1,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) [ ] Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					[ ] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Policy# 73APS121542; Comprehensive Deductible - $1,000 UM - $1,000,000 UIM - $1,000,000.

CERTIFICATE HOLDER

Evidence of Insurance

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.

COI ID: Y9RDW
Generated using Certificial's Smart COI Network™ – Track your Suppliers in real-time at certificial.com/coi

BIDDER INFORMATION FORM

Instructions: Complete the form below. Please provide legible, accurate, and complete contact information. PLEASE PRINT.

Bid Number & Name: (IFB 25-049/CG) Term Contract for Prisoner Transportation Services for Jefferson County

Bidder's Company/Business Name: Lone Star Prisoner Transport dba. LSPT General Operations

Bidder's TAX ID Number: 39-3658211

***If Applicable*:** **HUB Vendor No.** _____ **DBE Vendor No.** _____

Contact Person: Tamela Hanes **Title:** Owner

Phone Number (with area code): 940-257-8523

Alternate Phone Number if available (with area code): 940-255-9626

Fax Number (with area code): _____

Email Address: tammiehanes@lspt.net

Mailing Address (Please provide a physical address for bid bond return, if applicable):

P.O. Box 1872
Address

Decatur, Tx 76234
City, State, Zip Code

REQUIRED FORM
Bidder: Please complete this form and include with bid submission.

SECTION 4: MINIMUM SPECIFICATIONS

The following requirements and specifications supersede General Bid Requirements where applicable. Any questions relating to bid submission or bid item specifications requirements should be directed to Cindy Greene, Contract Specialist at 409-835-8593 or via email at: Cynthia.greene@jeffersoncountytx.gov. If no response in 72 hours, contact Deborah Clark, Purchasing Agent at 409-835-8593 or by email at deb.clark@jeffersoncountytx.gov. Please reference Bid Number: IFB 25-049/CG.

4.0 SCOPE OF PROJECT:

Jefferson County is soliciting bids for Interstate and Intrastate Prisoner Transportation Services by land and air between Jefferson County To/From anywhere in the Continental United States, Alaska and Hawaii. The County aims to establish such services which adhere to all applicable state, federal and local laws and standards related to prisoner transport and provides for the welfare and security of prisoners from the moment custody is taken until they reach the designated destination.

Contractor must utilize trained and certified personnel and provide transport in secure, properly equipped vehicles which meet all regulations. Contractor must comply with all pertinent provisions of the United States Department of Transportation (USDOT), Federal Motor Carrier Safety Administration (FMSCA) 49 C.F.R., Parts 385, 390-396, U.S. Department of Justice regulations 28 C.F.R., Part 97 created pursuant to passage of the "Interstate Transportation of Dangerous Criminals Act of 2000", known as "Jeanna's Act", and all other pertinent federal regulations. The Contractor shall have and maintain a Satisfactory Audit Carrier Safety Rating from the FMCSA prior to the commencement of the resulting contract.

Contractor is responsible for all costs associated with the Prisoner Transportation Services, other than necessary prisoner medical costs, needed to perform the contracted services. This includes but is not limited to insurance, permits, licenses, vehicles and their maintenance and fuel, meals, trained personnel and all necessary tools, weapons, equipment, supervision and expertise.

Term: The initial contract is for a term of one (1) year with the option to renew for up to four (4) additional one-year terms.

4.1 SPECIFICATIONS:

4.1.1 Contractor shall have, in place and in operation, a ground transportation system which operates seven (7) days a week, 365 days per year and available twenty-four (24) hours per day. Jefferson County Sheriff's Department shall have communication system access with the Contractor at all times.

4.1.2 Contractor shall have the ability to provide prisoner transportation and extradition services when called upon, anywhere in the United States by vehicle, or by air, when appropriate under the circumstances and distance of travel required. These services shall be conducted under the established law and policy.

4.1.3 All prisoners shall be transported by ground unless special circumstances dictate otherwise, and those prisoners will be handled on a case-by-case basis. In the event air services are required to transport prisoners, prior written approval by the Jefferson County Sheriff's Department is required.

4.1.4 Contractor shall have vehicles that are properly equipped to transport prisoners. The vehicles shall be in good operating condition and shall meet all state and/or federal requirements for motor vehicles. All necessary maintenance and repairs shall be the Contractor's responsibility. Contractor shall provide vehicle registration as proof of ownership upon request by the Jefferson County Sheriff's Department.

4.1.5 Vehicles being used by Contractor shall be designed/modified to include the following: Separate and secure area for the driving team. Doors and windows unable to be opened from the inside of the prisoner compartment. Welded steel screens covering windows. Equipped with a reliable form of mobile communications. Operational heat/AC for the entire vehicle.

4.1.6 Contractor shall provide at least two (2) officers to each vehicle transporting a prisoner. Contractor will furnish qualified female personnel when possible when transporting female prisoners. All drivers and transport officers shall be trained and licensed to carry firearms in accordance with all State and Federal requirements.

4.1.7 Contractor shall separate male and female prisoners during transport.

4.1.8 Contractor shall secure all prisoners in their custody with restraining devices that secure their hands in front to a waist chain or similar device. Legs will be secured with leg irons or similar. These restraints will be utilized for the duration of the time the Contractor has custody of the prisoner.

4.1.9 Prior to accepting custody of any prisoner, Contractor will be required to photograph the prisoner for identification purposes. This photograph is to be attached to the prisoner transport order which contains a complete physical description. This action is to minimize the possibility of a prisoner mix-up at the holding facility and also will provide a complete physical detail in the event of a major incident. All prisoner property is to be searched by the Contractor at the holding facility to preclude the concealment of contraband items.

4.1.10 During transport, Contractors shall provide prisoners a minimum of three (3) meals per twenty-four (24) hour period.

a. Within a twenty-four (24) period, Contractor shall provide two (2) hot meals. The third meal per twenty-four (24) hour period may be a cold meal.
b. Meals from fast-food type restaurants or delicatessens shall be acceptable.
c. Mealtimes shall closely correspond to typical breakfast, lunch, and dinner times as a practical and possible during transport.
d. All meals shall be included in the bid cost of the transportation.

4.1.11 Contractor shall be authorized to obtain emergency medical treatment for prisoners whenever deemed necessary. Contractor shall immediately notify the Jefferson County Sheriff's Department of any emergency medical treatment that requires immediate attention.

4.1.12 Contractor shall be responsible for all costs that may occur during transport for its employees and prisoners; excluding medical costs for the prisoner, during the term of the contract.

4.1.13 Any delay during transport that results in lodging requirements for the prisoner(s) shall be arranged by the Contractor with the appropriate local detention facility. This includes but is not limited to inclement weather and mechanical malfunctions.

4.1.14 In the event of any unusual incident, situation or emergency which arises in the performance of this contract, Contractor shall immediately notify Jefferson County Sheriff's Department. For purpose of this subparagraph, "unusual incident, emergency or situation" includes but is not limited to, any act of violence or attempted act of violence by a prisoner or any other breach of security, an unusual delay in the transportation of a prisoner, any medical treatment, and any refusal of law enforcement agencies to release a prisoner to the Contractor as authorized agencies and directed by Jefferson County Sheriff's Department.

4.1.15 Contractor shall maintain complete documentation for all prisoners transported, including but not limited to: Prisoner receipt forms, Personal property control forms and Medical information forms.

4.2 INTERNAL AND EXTERNAL STANDARDS AND GUIDELINES

4.2.1 Contractor shall possess and maintain valid licenses, permits, and adhere to all federal, state, and local regulations.

4.2.2 Policies, practices, and procedures must be in effect to prohibit the mistreatment of prisoners, including prohibitions against the use of excessive force, and sexual misconduct.

4.2.3 Contractor must employ pre-employment screening measures for all potential employees, including but not limited to a fingerprint-based background check and a test for the use of controlled substances.

4.2.4 Employee uniforms must be worn at all times while the employee is engaged in transportation or guarding of all prisoners. The employee must display proper identification credentials, including a photograph, employee's name, and date of issuance.

4.2.5 Employees must be a United States Citizen or possess the necessary authority from the U.S. Citizenship and Immigration Services to be employed in the United States.

4.2.6 Employees must possess a valid state-issued driver's license.

4.2.7 Contractor must adhere to the maximum driving time provisions applicable to commercial motor vehicle operators, as set forth in Department of Transportation regulations at 49 CFR 395.3 (https://www.ecfr.gov/current/title-49/subtitle-B/chapterIII/subchapter-B/part-395/subpart-A/section-395.3) which will apply regardless of whether the Contractor is covered by Department of Transportation regulations.

4.2.8 Contractor must adhere to certain minimum standards with respect to the number of employees required to monitor violent prisoners during transportation. The Contractor must ensure that at least one guard is on duty for every two prisoners transported.

OFFER AND ACCEPTANCE FORM
OFFER TO CONTRACT

To Jefferson County:

We hereby offer and agree to furnish the materials or service in compliance with all terms, conditions, specifications, and amendments in the Invitation for Bid and any written exceptions in the offer.

We understand that the items in this Invitation for Bid, including, but not limited to, all required certificates are fully incorporated herein as a material and necessary part of the contract.

The undersigned hereby states, under penalty of perjury, that all information provided is true, accurate, and complete, and states that he/she has the authority to submit this bid, which will result in a binding contract if accepted by Jefferson County.

We acknowledge receipt of the following amendment(s): IFB-25-049-CG _____, _____, _____, _____.

I certify, under penalty of perjury, that I have the legal authorization to bind the firm hereunder:

LSPT General Operations
Company Name

PO Box 1872
Address

Decatur TX 76234
City State Zip

Tamela Hanes
Signature of Person Authorized to Sign

Tamela Hanes
Printed Name

Owner
Title

For clarification of this offer, contact:

Tamela Hanes - Owner
Name & Title

940-257-8523
Phone Fax

tammiehanes@lspt.net
E-mail

REQUIRED FORM
Bidder: Please complete this form and include with bid submission.

ACCEPTANCE OF OFFER

The Offer is hereby accepted for the following items: Term Contract for Prisoner Transportation Services for Jefferson County. Contract Term: One (1) year from date of award with an option to renew for four (4) additional years.

The Contractor is now bound to sell the materials or services listed by the attached contract and based upon the Invitation for Bid, including all terms, conditions, specifications, amendments, etc., and the Contractor's Offer as accepted by Jefferson County.

This contract shall henceforth be referred to as Contract No. (IFB 25-049/CG), Term Contract for Prisoner Transportation Services for Jefferson County. The Contractor has not been authorized to commence any billable work or to provide any material or service under this contract until Contractor receives a purchase order and/or a notice to proceed from the Jefferson County Purchasing Agent.

COUNTERSIGNED:

_____ _____

Jeff R. Branick, County Judge **Date**
JEFFERSON COUNTY, TEXAS

ATTEST:

_____ _____

Roxanne Acosta Hellberg, County Clerk **Date**
JEFFERSON COUNTY, TEXAS

BIDDER: INSERT ALL ADDENDA BEHIND THIS PAGE.
PLEASE BE SURE TO COMPLETE, SIGN, ATTEST, AND DATE EACH ADDENDUM.

JEFFERSON COUNTY PURCHASING DEPARTMENT
Deborah L. Clark, Purchasing Agent

1149 Pearl Street
1st Floor, Beaumont, TX 77701

OFFICE MAIN: (409) 835-8593
FAX: (409) 835-8456

Addendum to IFB

IFB NUMBER: (IFB 25-049/CG)

IFB TITLE: Term Contract for Prisoner Transportation Services for Jefferson County

IFB DUE BY: 11:00am, CST, Wednesday, November 19, 2025

ADDENDUM NO.: 1

ISSUED (DATE): November 3, 2025

To Bidder: This Addendum is an integral part of the IFB package under consideration by you as a Bidder in connection with the subject matter herein identified. Jefferson County deems all sealed bids to have been proffered in recognition and consideration of the entire IFB Specifications Package – *including all addenda*. For purposes of clarification, **receipt of this present Addendum by a Bidder should be evidenced by returning it (signed) as part of the Bidder's sealed bid submission.** If the bid submission has already been received by the Jefferson County Purchasing Department, Bidder should return this addendum in a separate sealed envelope, clearly marked with the IFB Title, IFB Number, and IFB Opening Date and Time, as stated above.

Reason for Issuance of this Addendum: Vendor Questions

The information included herein is hereby incorporated into the documents of this present bid matter and supersedes any conflicting documents or portion thereof previously issued.

Receipt of this Addendum is hereby acknowledged by the undersigned Respondent:

ATTEST:

Witness

Witness

Approved by ____ Date: _____

Pamela Hanes
Authorized Signature (Respondent)

Owner
Title of Person Signing Above

LSPT General Operations
Typed Name of Business or Individual

PO Box 1872, Decatur, TX 76234
Address

JEFFERSON COUNTY PURCHASING DEPARTMENT
Deborah L. Clark, Purchasing Agent

1149 Pearl Street
1st Floor, Beaumont, TX 77701

OFFICE MAIN: (409) 835-8593
FAX: (409) 835-8456

1. **Question:** The governing bodies for prisoner transportation and extradition companies are the US Department of Transportation (USDOT), Federal Motor Carrier Safety Administration (FMCSA), and the US Department of Justice (USDOJ)? Will **Jefferson County** acknowledge the guidelines and laws set forth by these departments?

   Answer: See Scope of project on page 43 Section 4.0

2. **Question:** Will **Jefferson County** require that vendors meet all requirements for limits on continuous travel hours and miles as governed by the FMCSA (Section 395.5 (a)? If so, will vendors be required to submit drivers logs to verify that they conform to those requirements?

   Answer: Yes. Will be required to submit upon request.

3. **Question:** Will **Jefferson County** require vendors to have a Satisfactory Audit Rating from the FMCSA, which measures the vendor's compliance with the Federal Motor Carrier Safety Regulations?

   Answer: See Question and Answer #1

4. **Question:** Proof of Authority to Operate is provided by a transport company being issued a Motor Carrier Number (MC #) by the FMCSA. This allows transport vendors to cross state lines with inmates in their custody. Will **Jefferson County** acknowledge and require an active Motor Carrier Number?

   Answer: Contractor must comply with all pertinent Federal Regulations, See Question and answer #1.

5. **Question:** Does **Jefferson County** realize that to be in compliance with the FMCSA, vendors are required to carry Automobile Liability: If transporting in a vehicle rated for 15 passengers or less, minimum coverage of one million five hundred thousand dollars ($1,500,000) per occurrence combined single limit for automobile liability and property damage; and/or: If transporting in a vehicle rated for 16 passengers or more, minimum coverage shall be five million dollars ($5,000,000) per occurrence combined single limit for automobile liability and property damage?

   Answer: See Section 3, #10 on pages 38-39

6. **Question:** If a vendor states they transport 8 passengers or less in a vehicle that was designed to carry more passengers, will **Jefferson County** uphold the FMCSA Regulation 383.5 which states, "designed to carry" vehicles refer to the number of designated seats as originally designed? Meaning if a vendor states they only carry 8

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

passengers on a vehicle, but that vehicle was originally designed to carry 9-15 passengers, will **Jefferson County** follow federal guidelines and require that vendor to have a Motor Carrier number?

Answer: See Question and Answer #1 and Section 4.1.4.

7. **Question:** Will **Jefferson County** check the VIN numbers of vendors vehicles to confirm their vehicles are compliant with FMCSA Regulation 383.5?

   Answer: See Section 4.1.4

8. **Question:** Does **Jefferson County** require vendors to have been in business for a specific number of years to ensure company stability?

   Answer: No

BID FORM

Item	Ground Transport: Adult		
1	Adult Prisoner Transport	Price per mile	$ 1.50
		Is there a minimum charge per transport?	Yes ✓ No ___
		If Yes, state minimum charge:	$ 500.00
	Cost for additional adult prisoner	Price per mile	$ .25 (same jail)
		Is there a minimum charge per transport?	Yes ___ No ✓
		If Yes, State minimum charge:	$

Item	Ground Transport: Juvenile		
2	Juvenile Prisoner Transport	Price per mile	$ 2.00
		Is there a minimum charge per transport?	Yes ✓ No ___
		If Yes, state minimum charge:	$ 500.00
	Cost for additional Juvenile prisoner	Price per mile	$ .50 (same jail)
		Is there a minimum charge per transport?	Yes ___ No ✓
		If Yes, State minimum charge:	$

Item	Air Transport: Adult		
3	Adult Prisoner Transport by Air: Price all-inclusive other than airfare Airfare to be itemized on invoice	Hourly rate per officer:	$ 75.00 - 85.00 hr
		Is there a minimum charge per transport?	Yes ✓ No ___
		If Yes, state minimum charge:	$ 1,000.00
		Is there a markup on airfare?	Yes ___ No ✓
		If Yes, state the Markup:	$

Item	Air Transport: Juvenile		
4	Juvenile Prisoner Transport by Air: Price all-inclusive other than airfare Airfare to be itemized on invoice	Hourly rate per officer:	$ 125.00 hr.
		Is there a minimum charge per transport?	Yes ✓ No
		If Yes, state minimum charge:	$ 2,000.00
		Is there a markup on airfare?	Yes No ✓
		If Yes, state the Markup:	$

Item	Miscellaneous	
5	Additional Fee for rush/Expedited pick up:	Yes No ✓
	If yes, state the fee:	$
6	Additional Fee for medical ground transport:	Yes No NA
	If yes, state the fee:	$

Do you currently possess a Satisfactory Audit Rating from FMCSA? _____Yes ✓ _____No
(please attach FMCSA Company Snapshot)

BIDDER ACKNOWLEDGEMENT OF BID ADDENDA (IF APPLICABLE):

Addendum 1 _____ Date Received_____

Addendum 2 _____ Date Received_____

Addendum 3 _____ Date Received_____

BIDDER: INCLUDE FULL, SIGNED, & ATTESTED COPY OF EACH ADDENDUM ISSUED WITH BID SUBMISSION.

REQUIRED FORM
Bidder: Please complete this form and include with bid submission.

VENDOR REFERENCES FORM

Bidder: Please list at least three (3) companies or governmental agencies (preferably a municipality) where the same or similar products and/or services as contained in this specification package were recently provided.

REQUIRED FORM
Bidder: Please complete this form and include with bid submission.

REFERENCE ONE

Government/Company Name: Smith County Sheriff's Office

Address: 206 E. Elm St, Tyler Tx 75702

Contact Person and Title: Sgt Shronda Mask

Phone: 903-590-2803 Fax:

Email Address: smask@smith-county.com Contract Period: NA

Scope of Work: Inmate transport

REFERENCE TWO

Government/Company Name: Nueces County Sheriff's Office

Address: 901 Leopard St, Corpus Christi Tx 78401

Contact Person and Title: Maria Wolfe - Extraditions/Fugitives Clerk

Phone: 361-887-2242 Fax:

Email Address: maria.wolfe@nuecescountytx.gov Contract Period: NA

Scope of Work: Inmate transport

REFERENCE THREE

Government/Company Name: Navarro County Sheriff's Office

Address: 312 W. 2nd Ave, Corsicana Tx 75110

Contact Person and Title: Capt Charlie York - Jail Administrator

Phone: 903-654-3029 Fax:

Email Address: cyork@ncsotx.org Contract Period: NA

Scope of Work: Inmate transport

SIGNATURE PAGE

As permitted under Article 4413 (32c) V.A.C.S., other governmental entities may wish to participate under the same terms and conditions contained in this contract (i.e., piggyback). In the event any other entity participates, all purchase orders will be issued directly from and shipped directly to the entity requiring supplies/services. Jefferson County shall not be held responsible for any orders placed, deliveries made or payment for supplies/services ordered by another entity. Each entity reserves the right to determine their participation in this contract.

Would Bidder be willing to allow other governmental entities to piggyback off this contract, if awarded, under the same terms and conditions? ..... **Yes** ☑ **No** ☐

This bid shall remain in effect for ninety (90) days from bid opening and shall be exclusive of federal excise and state and local sales tax (exempt).

The undersigned agrees, if this bid is accepted, to furnish any and all items upon which prices are offered, at the price and upon the terms and conditions contained in the Invitation for Bid, Conditions of Bidding, Terms of Contract, and Specifications and all other items made a part of the accepted contract.

The undersigned affirms that they are duly authorized to execute the contract, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other Bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other Bidder or to any other person(s) engaged in this type of business prior to the official opening of this bid. And further, that neither the Bidder nor their employees nor agents have been for the past six (6) months directly nor indirectly concerned in any pool or agreement or combination to control the price of goods or services on, nor to influence any person to bid or not to bid thereon.

LSPT General Operations	Tamela Hanes
Bidder (Entity Name)	Signature
PO Box 1872	Tamela Hanes
Street & Mailing Address	Print Name
Decatur, Tx 76234	11/17/25
City, State & Zip	Date Signed
940-257-8523	
Telephone Number	Fax Number
tammichanes@lspt.net	
E-mail Address	

REQUIRED FORM
Bidder: Please complete this form and include with bid submission.

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The Contractor, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Tamela Hanes
Signature of Contractor's Authorized Official

Tamela Hanes - owner
Name and Title of Contractor's Authorized Official *(Please Print)*

11/17/25
Date

REQUIRED FORM
Bidder: Please complete this form and include with bid submission.

CONFLICT OF INTEREST QUESTIONNAIRE

CONFLICT OF INTEREST QUESTIONNAIRE — FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. *See* Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY
Date Received

1 **Name of vendor who has a business relationship with local governmental entity.**

NA

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information in this section is being disclosed.**

_____
Name of Officer

This section (item 3 including subparts A, B, C, & D) must be completed for each officer with whom the vendor has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more?

☐ Yes ☐ No

D. Describe each employment or business and family relationship with the local government officer named in this section.

4 Pamela Hanes — Signature of vendor doing business with the governmental entity

11/17/25 — Date

Adopted 8/7/2015

REQUIRED FORM
Bidder: Please complete this form and include with bid submission.

LOCAL GOVERNMENT OFFICER
CONFLICTS DISCLOSURE STATEMENT – OFFICE USE ONLY

LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT

FORM CIS

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This is the notice to the appropriate local governmental entity that the following local government officer has become aware of facts that require the officer to file this statement in accordance with Chapter 176, Local Government Code.

OFFICE USE ONLY

Date Received

1 **Name of Local Government Officer**

NA

2 **Office Held**

3 **Name of vendor described by Sections 176.001(7) and 176.003(a), Local Government Code**

4 **Description of the nature and extent of employment or other business relationship with vendor named in Item 3**

5 **List gifts accepted by the local government officer and any family member, if aggregate value of the gifts accepted from vendor named in Item 3 exceeds $100 during the 12-month period described by Section 176.003(a)(2)(B).**

Date Gift Accepted _____ Description of Gift _____

Date Gift Accepted _____ Description of Gift _____

Date Gift Accepted _____ Description of Gift _____

(attach additional forms as necessary)

6 **AFFIDAVIT**

I swear under penalty of perjury that the above statement is true and correct. I acknowledge that the disclosure applies to each family member (as defined by Section 176.001(2), Local Government Code) of this local government officer. I also acknowledge that this statement covers the 12-month period described by Section 176.003(a)(2)(B), Local Government Code.

_____
Signature of Local Government Officer

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20 _____, to certify which, witness my hand and seal of office.

_____
Signature of officer administering oath | Printed name of officer administering oath | Title of officer administering oath

Adopted 8/7/2015

THIS FORM IS FOR OFFICE USE ONLY

GOOD FAITH EFFORT (GFE) DETERMINATION CHECKLIST

Bidder intends to utilize Subcontractors/Subconsultants in the fulfillment of this contract (if awarded).
☐ Yes ☑ No

Instructions: In order to determine if a "Good Faith Effort" was made in soliciting HUBs for subcontracting opportunities, the following checklist and supporting documentation shall be completed by the Prime Contractor/Consultant, and returned with the Prime Contractor/ Consultant's bid. This list contains the **minimum** efforts that should be put forth by the Prime Contractor/Consultant when attempting to achieve or exceed the goals of HUB Subcontractor participation. The Prime Contractor/Consultant may extend his/her efforts in soliciting HUB Subcontractor participation beyond what is listed below.

Did the Prime Contractor/Consultant . . .?

☐ Yes	☐ No	1. To the extent practical, and consistent with standard and prudent industry standards, divide the contract work into the smallest feasible portions, to allow for maximum HUB Subcontractor participation?
☐ Yes	☐ No	2. **Notify** in writing a reasonable number of HUBs, allowing sufficient time for effective participation of the planned work to be subcontracted?
☐ Yes	☐ No	3. **Provide** HUBs that were genuinely interested in bidding on a Subcontractor, adequate information regarding the project (i.e., plans, specifications, scope of work, bonding and insurance requirements, and a point of contract within the Prime Contractor/Consultant's organization)?
☐ Yes	☐ No	4. **Negotiate** in good faith with interested HUBs, and not reject bids from HUBs that qualify as lowest and responsive Bidders?
☐ Yes	☐ No	5. **Document** reasons HUBs were rejected? Was a written rejection notice, including the reason for rejection, provided to the rejected HUBs?
☐ Yes	☐ No	6. If Prime Contractor/Consultant has zero (0) HUB participation, **please explain the reasons why.**

If "No" was selected, please explain and include any pertinent documentation with your bid.
If necessary, please use a separate sheet to answer the above questions.

Tamela Hanes
Printed Name of Authorized Representative

Tamela Hanes
Signature

Owner
Title

11/17/25
Date

REQUIRED FORM
Bidder: Please complete this form and include with bid submission.

NOTICE OF INTENT (NOI) TO SUBCONTRACT WITH HISTORICALLY UNDERUTILIZED BUSINESS (HUB)

Bidder intends to utilize Subcontractors/Subconsultants in the fulfillment of this contract (if awarded).
☐ Yes ☑ No

Instructions for Prime Contractor/Consultant: Bidder shall submit this form with the bid; however, the information below may be submitted after contract award, but prior to beginning performance on the contract.

Please submit one form for each HUB Subcontractor/Subconsultant with proper signatures, per the terms and conditions of your contract.

Contractor Name: _____ HUB: ☐ Yes ☐ No

Address: _____
Street City State Zip

Phone (with area code): _____ Fax (with area code): _____

Project Title & No.: _____

Prime Contract Amount: $ _____

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

Certifying Agency: ☐ Tx. Bldg & Procurement Comm. ☐ Jefferson County ☐ Tx Unified Certification Prog.

Address: _____
Street City State Zip

Phone (with area code): _____ Fax (with area code): _____

Proposed Subcontract Amount: $ _____ Percentage of Prime Contract: _____ %

Description of Subcontract Work to be Performed: _____

Printed Name of Contractor Representative	Signature of Representative	Date

Printed Name of HUB	Signature of Representative	Date

Note: Nothing on this Notice of Intent Form is intended to confer any rights, expressed or implied, to any third parties.

Pre-Approval for Subcontractor Substitutions must be obtained from the Jefferson County Purchasing Agent's Representative. The "HUB Subcontractor/Subconsultant Change Form" must be completed and faxed to 409-835-8456.

REQUIRED FORM
Bidder: Please complete this form and include with bid submission.

HISTORICALLY UNDERUTILIZED BUSINESS (HUB)
SUCONTRACTING PARTICIPATION DECLARATION FORM

PAGE 1 OF 4

Bidder intends to utilize Subcontractors/Subconsultants in the fulfillment of this contract (if awarded).
☐ Yes ☑ No

Prime Contractor: _____ HUB: ☐ Yes ☐ No

HUB Status (Gender & Ethnicity): _____

Address: _____
Street City State Zip

Phone (with area code): _____ Fax (with area code): _____

Project Title & No.: _____ IFB/RFP No.: _____

Total Contract: $ _____ Total HUB Subcontract(s): $ _____

Construction HUB Goals: 12.8% MBE:: _____ % 12.6% WBE: _____ %

Sub-goals: 1.7 African-American, 9.7% Hispanic, 0.7% Native American, 0.8% Asian American.
Use these goals as a guide to diversify.

FOR HUB OFFICE USE ONLY:

Verification date HUB Program Office reviewed and verified HUB Sub information Date: _____ Initials: _____

PART I. HUB SUBCONTRACTOR DISCLOSURE

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

Certifying Agency: ☐ Texas Bldg & Procurement Comm. ☐ Texas Unified Certification Prog.

Address: _____
Street City State Zip

Contact person: _____ Title: _____

Phone (with area code): _____ Fax (with area code): _____

Proposed Subcontract Amount: $ _____ Percentage of Prime Contract: _____ %

Description of Subcontract Work to be Performed: _____

REQUIRED FORM
Bidder: Please complete this form and include with bid submission.

HISTORICALLY UNDERUTILIZED BUSINESS (HUB)
SUBCONTRACTING PARTICIPATION DECLARATION FORM

HUB Subcontractor Disclosure

PART I: Continuation Sheet (Duplicate as Needed)

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

Certifying Agency: ☐ Tx. Bldg & Procurement Comm. ☐ Jefferson County ☐ Tx Unified Certification Prog.

Address: _____
Street City State Zip

Contact person: _____ Title: _____

Phone (with area code): _____ Fax (with area code): _____

Proposed Subcontract Amount: $ _____ Percentage of Prime Contract: _____ %

Description of Subcontract Work to be Performed: _____

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

Certifying Agency: ☐ Tx. Bldg & Procurement Comm. ☐ Jefferson County ☐ Tx Unified Certification Prog.

Address: _____
Street City State Zip

Contact person: _____ Title: _____

Phone (with area code): _____ Fax (with area code): _____

Proposed Subcontract Amount: $ _____ Percentage of Prime Contract: _____ %

Description of Subcontract Work to be Performed: _____

All HUB Subcontractor Participation may be verified with the HUB Subcontractor(s) listed on Part I.

REQUIRED FORM
Bidder: Please complete this form and include with bid submission.

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) SUCONTRACTING PARTICIPATION DECLARATION FORM

PART II: STATEMENT OF NON-COMPLIANCE FOR NOT MEETING HUB SUBCONTRACTING GOALS

Instructions to Bidder: Please complete Good Faith Effort (GFE) Checklist and attach any supporting documentation.

Our firm was unable to meet the HUB goals for this project for the following reasons:

- ☐ All Subcontractors to be utilized are "Non-HUBs." *(Complete Part III)*
- ☐ HUBs were solicited but did not respond.
- ☐ HUBs solicited were not competitive.
- ☐ HUBs were unavailable for the following trade(s):
- ☐ Other: _____

Was the Jefferson County HUB Office contacted for assistance in locating HUBs? ☐ Yes ☑ No

PART III: DISCLOSURE OF OTHER "NON-HUB" SUBCONTRACTS

The Bidder shall use this area to provide a listing of all "Non-HUB" Subcontractors, including suppliers, that will perform under this project. A list of those "Non-HUB" Subcontractors the Bidder selects, after bid submission, shall be provided to the Purchasing Office not later than five (5) calendar days after being notified that Bidder is the apparent low Bidder. A list of those "Non-HUB" Subcontractors that are selected after contract award must be provided **immediately** after their selection.

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

Phone (with area code): _____ Fax (with area code): _____

Proposed Subcontract Amount: $ _____ Percentage of Prime Contract: _____ %

Description of Subcontract Work to be Performed: _____

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

Phone (with area code): _____ Fax (with area code): _____

Proposed Subcontract Amount: $ _____ Percentage of Prime Contract: _____ %

Description of Subcontract Work to be Performed: _____

REQUIRED FORM
Bidder: Please complete this form and include with bid submission.

HISTORICALLY UNDERUTILIZED BUSINESS (HUB)
SUBCONTRACTING PARTICIPATION DECLARATION FORM

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

Phone (with area code): _____ Fax (with area code): _____

Proposed Subcontract Amount: $ _____ Percentage of Prime Contract: _____ %

Description of Subcontract Work to be Performed: _____

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

Phone (with area code): _____ Fax (with area code): _____

Proposed Subcontract Amount: $ _____ Percentage of Prime Contract: _____ %

Description of Subcontract Work to be Performed: _____

I hereby certify that I have read the *HUB Program Instructions and Information*, truthfully completed all applicable parts of this form, and **attached any necessary support documentation as required**. I fully understand that intentionally falsifying information on this document may result in my not receiving a contract award or termination of any resulting contract.

Name (print or type): Tamela Hanes

Title: Owner

Signature: Tamela Hanes

Date: 11/17/25

E-mail address: tammiehanes@lspt.net

Contact person that will be in charge of invoicing for this project:

Name (print or type): _____

Title: _____

Date: _____

E-mail address: _____

REQUIRED FORM
Bidder: Please complete this form and include with bid submission.

RESIDENCE CERTIFICATION/TAX FORM

Pursuant to Texas Government Code §2252.001 *et seq.*, as amended, Jefferson County requests Resident Certification. §2252.001 *et seq.* of the Government Code provides some restrictions on the awarding of governmental contracts; pertinent provisions of §2252.001 are stated below:

(3) "Non-resident Bidder" refers to a person who is not a resident.

(4) "Resident Bidder" refers to a person whose principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

☑ I certify that LSPT General Operations [company name] is a Resident Bidder of Texas as defined in Government Code §2252.001.

☐ I certify that _____ [company name] is a Nonresident Bidder as defined in Government Code §2252.001 and our principal place of business is _____ _____ (city and state).

Taxpayer Identification Number (T.I.N.):	39-3658211
Company Name submitting bid/proposal:	LSPT General Operations
Mailing address:	PO Box 1872, Decatur Tx 76234
If you are an individual, list the names and addresses of any partnership of which you are a general partner: Lone Star Prisoner Transport, Inc.	

Property: List all taxable property owned by you or above partnerships in Jefferson County.

Jefferson County Tax Acct. No.*	Property address or location**
NA	

* This is the property amount identification number assigned by the Jefferson County Appraisal District.

** For real property, specify the property address or legal description. For business property, specify the address where the property is located. For example, office equipment will normally be at your office, but inventory may be stored as a warehouse or other location.

REQUIRED FORM
Bidder: Please complete this form and include with bid submission.

HOUSE BILL 89 VERIFICATION

I, Tamela Hanes, the undersigned representative of (company or business name) LSPT General operations (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.

Tamela Hanes
Signature of Company Representative

11/17/25
Date

On this 17th day of November, 2025, personally appeared

Tamela Hanes, the above-named person, who after by me being duly sworn, did swear and confirm that the above is true and correct.

Notary Seal

JUSTIN LOCEY
Notary Public, State of Texas
Comm. Expires 03-31-2026
Notary ID 125640458

Notary Signature

11/17/2025
Date

REQUIRED FORM
Bidder: Please complete this form and include with bid submission.

SENATE BILL 252 CERTIFICATION

On this day, I, Deborah L. Clark, Purchasing Agent for Jefferson County, Texas, pursuant to Texas Government Code, Chapter 2252, Section 2252.152 and Section 2252.153, certify that I did review the website of the Comptroller of the State of Texas concerning the listing of companies that is identified under Section 806.051, Section 807.051, or Section 2253.253 and I have ascertained that the below named company is not contained on said listing of companies which do business with Iran, Sudan, or any Foreign Terrorist Organization.

_____

Company Name

_____

IFB/RFP/RFQ number

Certification check performed by:

_____

Purchasing Representative

_____

Date

THIS FORM IS FOR OFFICE USE ONLY

BID AFFIDAVIT

The undersigned certifies that the bid prices contained in this bid have been carefully reviewed and are submitted as correct and final. Bidder further certifies and agrees to furnish any and/or all commodities upon which prices are extended at the price offered, and upon the conditions contained in the specifications and the Notice to Bidders.

STATE OF_____ COUNTY OF_____

BEFORE ME, the undersigned authority, a Notary Public in and for the State of _____,

on this day personally appeared _____, who
(name)
after being by me duly sworn, did depose and say:

"I, _____ am a duly authorized officer of/agent
(name)
for _____ and have been duly authorized to execute the
(name of firm)
foregoing on behalf of the said_____.
(name of firm)

I hereby certify that the foregoing bid has not been prepared in collusion with any other Bidder or other person or persons engaged in the same line of business prior to the official opening of this bid. Further, I certify that the Bidder is not now, nor has been for the past six (6) months, directly or indirectly concerned in any pool or agreement or combination, to control the price of services/commodities bid on, or to influence any person or persons to bid or not to bid thereon."

Name and address of Bidder: LSPT General Operations
PO Box 1872, Decatur TX 76234

Fax: _____ Telephone# 940-257-8523

by: Tamela Hanes Title: Owner
(print name)

Signature: Tamela Hanes

SUBSCRIBED AND SWORN to before me by the above-named

_____ on

this the _____ day of_____, 20___.

REQUIRED FORM
Bidder: Please complete this form and include with bid submission.

_____
Notary Public in and for
the State of _____

Technical Proposal

Security Transport Services Inc (STS)

Jefferson County

Term Contract for Prisoner Transportation for Jefferson County

IFB 25-049/CG

November 19, 2025

Completed by:
John Comissiong, President & Owner, pres-owner@sts1995.com

Table of Contents

4.0 SCOPE OF PROJECT

4.1 SPECIFICATIONS

4.2 INTERNAL AND EXTERNAL STANDARDS AND GUIDELINES

Completed by:
John Comissiong, President & Owner, pres-owner@sts1995.com

4.0 SCOPE OF PROJECT

Jefferson County is soliciting bids for Interstate and Intrastate Prisoner Transportation Services by land and air between Jefferson County To/From anywhere in the Continental United States, Alaska and Hawaii. The County aims to establish such services which adhere to all applicable state, federal and local laws and standards related to prisoner transport and provides for the welfare and security of prisoners from the moment custody is taken until they reach the designated destination.

Incorporated in 1995 in Topeka, Kansas, Security Transport Services (STS) has grown to become one of the primary providers of extradition services in the country. STS executes Interstate and Intrastate Prisoner Transportation Services by land and air anywhere in the Continental United States, Alaska and Hawaii. The County aims to establish such services which adhere to all applicable state, federal and local laws and standards related to prisoner transport and provides for the welfare and security of prisoners from the moment custody is taken until they reach the designated destination.

With seven (7) prisoner extradition teams covering the continental United States, STS' vast roster of skilled professionals has:

- Safely and securely transported over 30,000 detainees in its thirty (30) year history
- Actively service over 100 law enforcement agencies, eleven (11) of which are contracted (three (3) DOCs and eight (8) County Sherriff Departments).
    - DOC
        - Pennsylvania DOC
        - New Hampshire DOC (New - May 2025)
        - Wyoming DOC
    - County
        - Jackson County, MO
        - Greene County, MO

Completed by:
John Comissiong, President & Owner, pres-owner@sts1995.com

  - Johnson County, KS
  - Shawnee County, KS
  - Larimer County, CO
  - El Paso County, CO
  - Pima County, AZ
  - Pulaski County, AR (New - May 2025)
- Transported over 1,300 detainees in the last twelve (12) months

As STS approaches its thirty (30) years in business milestone in Topeka, Kansas, it has focused on revolutionizing the prisoner transport industry through technology and innovation with an unwavering commitment to safety and security. These efforts are led by John Comissiong, who purchased the business from Thomas Baumann, the original owner of STS, in May 2022. John and his brother Orin Comissiong have invested heavily in the company's new vision, and we are happy to showcase the capabilities we now possess.

John Comissiong, President and Owner, is a highly motivated business executive with over twenty (20) years of operation and leadership experience. Previously, John served as Vice President and General Manager for Generac Power Systems, Inc., where he increased development and expansion efforts into both domestic and international markets. John also spent fifteen (15) years with Harley-Davidson company, where he worked in product management, consumer marketing, sales operations, finance, strategic planning, and manufacturing. He holds a master's degree in business administration from Duke University's Fuqua School of Business, a master's degree in mechanical engineering from Stony Brook University, and a bachelor's degree from Cornell University.

Orin Comissiong, Vice President & Chief of Prisoner Extradition Services, is a skilled law enforcement official with over twenty-five (25) years of leadership, corrections, and security experience, Orin Comissiong worked for the Saratoga Casino Hotel overseeing casino security and the Saratoga County Sheriff's Office as a Corrections Sergeant, overseeing the day-to-day operations and security of the correctional facility. A dynamic, results-oriented leader

accustomed to working in high-paced environments, Orin also holds New York State certifications as a Corrections Instructor and Chemical Agents Corrections Instructor, in addition to being certified on the use of the National Crime Information Center database. He is also Taser and HR 218 Federal Firearms qualified.

STS currently has twenty-one (21) employees, sixteen (16) of which are Extradition Agents who report to our Chief (Orin Comissiong) and the other five (5) office staff are made up of two (2) in Operations, one (1) in Finance, one (1) in Client Relations, (1) in Human Resources, who report to the Owner (John Comissiong).

Completed by:
John Comissiong, President & Owner, pres-owner@sts1995.com

ESSENTIAL BUSINESS FUNCTIONS & KEY EMPLOYEES		
BUSINESS FUNCTION	**KEY EMPLOYEES**	**# ASSIGNED**
Extradition Officers/Agents - charged with safely executing the pick up/drop off of detainees	* Jen Weick * Mike Butler * Leticia Dominguez * Juan Medina * Irene Ross * Russell Ross * Sandi Rogers * Gary Bills * Andre Ruffin * Paul Vossen * Linzie Gigger * Marshae King * Herman Morna * Juan Martinez * Naterra Jefferson	* Jen Weick (+4 Yrs as transport agent w/ STS) * Mike Butler (+5 Yrs as transport agent w/STS) * Leticia Dominguez (New agent) * Juan Medina (+5 Yrs as transport agent w/ STS) * Irene Ross (+5 Yrs as transport agent w/ STS) * Russell Ross (+5 Yrs as transport agent w/ STS) * Sandi Rogers (+9 Yrs as transport agent w/ STS) * Gary Bills (+8 Yrs as transport agent w/ STS) * Andre Ruffin (+4 Yrs as transport agent w/ STS) * Paul Vossen (+4 Yrs as transport agent w/ STS) * Linzie Gigger (+4 Yrs as transport agent w/ STS) * Marshae King (New agent) * Herman Morna (New agent) * Juan Martinez (New agent) * Naterra Jefferson (New agent)
Chief - Officer/Agent oversight/issue resolution, oversight of extraordinary transport situations and training	* Orin Comissiong	Orin has over 25 Yrs of corrections and security experience
Operations - customer liaison charged with taking customers orders, updating customer on orders/order status and creating/coordinating pick up/drop off schedule for officers/agents	* Jayme Anderson * Open	Jayme has over 8 years prisoner transport exerpience (6 Yrs as transport agent)
Finance - charged with paying bills, account analysis/reconciliation, month end close/auditing and financial statement analysis, preparing invoices, validating receipts and keeping track of overdue accounts	* Anjie Eshelman (contractor) * Donna Traylor	Donna has a combined 12 years working for STS in billing/scheduling
Customer Relations - charged internal sales and marketing programs	* David Escobar (New employee)	David has over 3 years experience in sales/marketing
Human Resources - charged with paying employees, business/employee compliance	* Lori Harwood	Lori has over 8 years experience in HR and administration support
Owner - charged with business decision making and growth initiatives	* John Comissiong	John has over 15 Years of executive leadership and business experience

Completed by:
John Comissiong, President & Owner, pres-owner@sts1995.com

Contractor must utilize trained and certified personnel and provide transport in secure, properly equipped vehicles which meet all regulations. Contractor must comply with all pertinent provisions of the United States Department of Transportation (USDOT), Federal Motor Carrier Safety Administration (FMSCA) 49 C.F.R., Parts 385, 390-396, U.S. Department of Justice regulations 28 C.F.R., Part 97 created pursuant to passage of the "Interstate Transportation of Dangerous Criminals Act of 2000", known as "Jeanna's Act", and all other pertinent federal regulations. The Contractor shall have and maintain a Satisfactory Audit Carrier Safety Rating from the FMCSA prior to the commencement of the resulting contract.

STS utilizes trained and certified personnel and provides transport in secure, properly equipped vehicles which meet all regulations. It also complies with all pertinent provisions of the United States Department of Transportation (USDOT), Federal Motor Carrier Safety Administration (FMSCA), the "Interstate Transportation of Dangerous Criminals Act of 2000" and all other pertinent federal regulations. STS does not transport using commercial vehicles (defined as vehicles weighing over 10,000lbs and carrying more than 8 passengers) therefore it is not subject to the Satisfactory Audit Carrier Safety Rating from the FMCSA.

TRAINING

STS training consists of not only law enforcement practices, firearms and first aid but also other key focus areas such as cybersecurity, sexual harassment, HIPAA, etc. to ensure its Officers/Agents are completely qualified to represent STS in a professional manner.
STS has established the minimum standards for the length and type of training new hires must undergo before they are considered a Transport Officer/Agent. Initial In Class Orientation Training (IOT) for new employees that have applied to be Transport Officers/Agents consists of the following.

- Use of Force
- Search
- Restraints
- Sexual Harassment
- Code of Conduct
- Effective Communication Skills

Completed by:
John Comissiong, President & Owner, pres-owner@sts1995.com

- Ethics
- Self-Awareness
- Security and Supervision
- Special needs detainees
- Report Writing
- Interagency Cooperation
- Incident Prevention and Management

This initial IOT, will be completed in 2-5 days depending on the new employee's background and skill set. After this training, the new hire will train with Operations for 1 day on how to review itineraries and inmate transport packets and properly fill out and submit trip sheets, travel logs and time sheets.

After IOT is completed, each new employee will undergo on-the-job training (OJT) with a qualified Field Training Transport Agent/Officer (FTO) for 1-20 days. During the OJT, the FTO will complete a evaluation form to assess a new employee's proficiency in critical job performance areas. After 30 days, new employees will be retrained on their knowledge of key policies/procedure as well as poor proficiency areas identified by the FTO.

New employees will not be considered full Transport Officers/Agents until they have completed a full list of computer-based training classes in class training (STS Training Sets) and received a satisfactory rating on the FTO assessment. The STS Training Set also outlines the training frequency all employees must follow.

STS also provides necessary training utilizing all its systems that are available on its tablets (primary device agents use during transport). The system training covers how to use the tablet, routing apps, GPS app, communication apps, etc.

CERTIFICATIONS

See specific sections in document as it relates to background checks, transport policies, etc

All STS agents are HPAA and CPR Certified (via North America Learning Institute), Gun Certified (via Agile Training & Consultancy).

EQUIPED VANS

See section 4.1.4 & 4.1.5

REGULATIONS

See various sections in the document that highlight training, hours of driving, agent staffing, etc.

Contractor is responsible for all costs associated with the Prisoner Transportation Services, other than necessary prisoner medical costs, needed to perform the contracted services. This includes but is not limited to insurance, permits, licenses, vehicles and their maintenance and fuel, meals, trained personnel and all necessary tools, weapons, equipment, supervision and expertise

STS understands it is responsible for all costs associated with the Prisoner Transportation Services, other than necessary prisoner medical costs, needed to perform the contracted services. This includes but is not limited to insurance, permits, licenses, vehicles and their maintenance and fuel, meals, trained personnel and all necessary tools, weapons, equipment, supervision and expertise

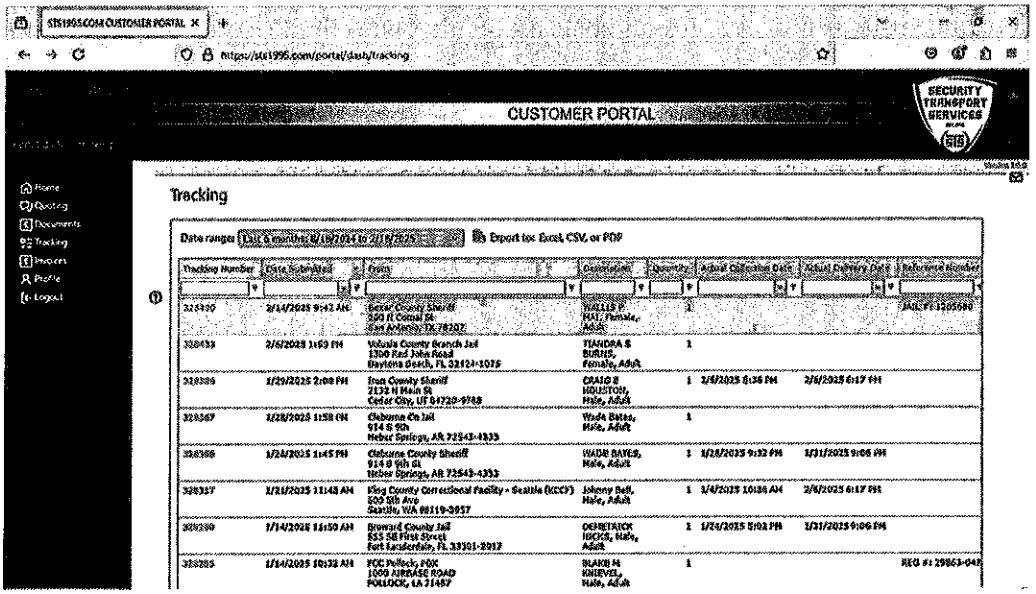
4.1 SPECIFICATIONS

4.1.1 Contractor shall have, in place and in operation, a ground transportation system which operates seven (7) days a week, 365 days per year and available twenty-four (24) hours per day. Jefferson County Sheriff's Department shall have communication system access with the Contractor at all times.

STS has in place and in operation, a ground transportation system which operates seven (7) days a week, 365 days per year and available twenty-four (24) hours per day. Orders are submitted

Completed by:
John Comissiong, President & Owner, pres-owner@sts1995.com

via email, fax or preferably via an online customer portal. This portal allows Jefferson Co the ability to place orders, upload transport documents, get quotes/bids, track orders and get invoices (see images of online portal).



Shortly we will be launching the ability to receive email notifications that indicate estimated pick up/drive off times and well as actual pick up/drop off time.

Completed by:
John Comissiong, President & Owner, pres-owner@sts1995.com

4.1.2 Contractor shall have the ability to provide prisoner transportation and extradition services when called upon, anywhere in the United States by vehicle, or by air, when appropriate under the circumstances and distance of travel required. These services shall be conducted under the established law and policy.

STS has the ability to provide prisoner transportation and extradition services when called upon, anywhere in the United States by vehicle, or by air, when appropriate under the circumstances and distance of travel required.

4.1.3 All prisoners shall be transported by ground unless special circumstances dictate otherwise, and those prisoners will be handled on a case-by-case basis. In the event air services are required to transport prisoners, prior written approval by the Jefferson County Sheriff's Department is required.

STS will transport inmates by ground unless special circumstances dictate otherwise, and those prisoners will be handled on a case-by-case basis. In the event air services are required to transport prisoners, STS will attain approval by the Jefferson County Sheriff's Department.

4.1.4 Contractor shall have vehicles that are properly equipped to transport prisoners. The vehicles shall be in good operating condition and shall meet all state and/or federal requirements for motor vehicles. All necessary maintenance and repairs shall be the Contractor's responsibility. Contractor shall provide vehicle registration as proof of ownership upon request by the Jefferson County Sheriff's Department.

STS vehicles are properly equipped to transport prisoners (see 4.1.5). STS leases Ford Passenger Vans from Enterprise Fleet Management. Enterprise ensures the vehicles are in good operating condition and shall meet all state and/or federal requirements for motor vehicles. Enterprise alls maintains the maintenance record of all vehicles and ensures vehicles repairs done by licensed professionals (see Registration for STS vehicles)

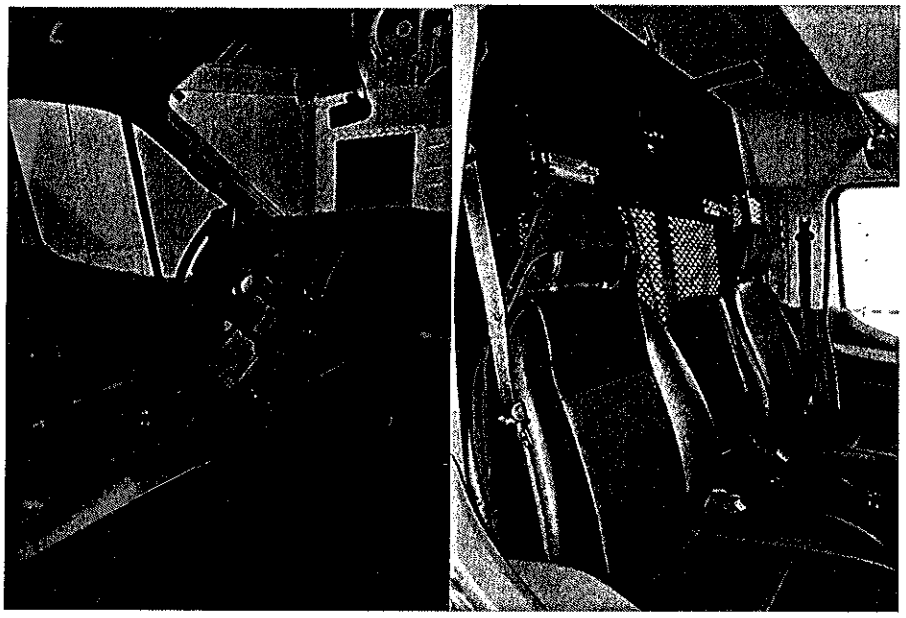
Completed by:
John Comissiong, President & Owner, pres-owner@sts1995.com

4.1.5 Vehicles being used by Contractor shall be designed/modified to include the following: Separate and secure area for the driving team. Doors and windows unable to be opened from the inside of the prisoner compartment. Welded steel screens covering windows. Equipped with a reliable form of mobile communications. Operational heat/AC for the entire vehicle.

STS vehicles (Ford Passenger Transit Vans) are professionally upfitted and configured to transport prisoners

- There is a physical barrier that separates transport agents and prisoners (see section 1 image).
- There are 2 separate section/compartments that allows for the separation of female prisoners from male prisoners if they are both transported together.
- Vehicle doors or windows that can be accessed by prisoners cannot be opened from the inside.
- Agents carry tablets for communication with ATT Office @ Hand software that allows communication to and from law enforcement agencies or home offices nationwide.
- Vehicle windows that can be accessed by prisoners are "barred."
- Vehicles have a manufacturer installed functional air conditioner and heater.
- Vehicles have (3) working video cameras with secure recording equipment.
- Vehicles have Global Positioning System (GPS) equipment to allow vehicles to be tracked and located nationwide on a real-time basis.
- Vehicles have lockable storage containers that have sufficient storage to secure personal property of prisoners while being transported.
- Vehicles have "Prison Transport Van" on the roof for areal identification
- Vehicle inventory includes handcuffs, shackles, belly chains, emergency kit, brightly colored shirts, spit masks, reflective road triangles, road atlas/map, emergency procedures and fire extinguisher

Completed by:
John Comissiong, President & Owner, pres-owner@sts1995.com



(Front Section)

Section 1 & 2

4.1.6 Contractor shall provide at least two (2) officers to each vehicle transporting a prisoner. Contractor will furnish qualified female personnel when possible when transporting female prisoners. All drivers and transport officers shall be trained and licensed to carry firearms in accordance with all State and Federal requirements.

Completed by:
John Comissiong, President & Owner, pres-owner@sts1995.com

STS always transports with at least two (2) officers to each vehicle transporting a prisoner, one of which will be gender (male or female) specific to the inmate. All agents and transport officers are trained yearly (via Agile Training & Consultancy) and licensed to carry firearms in accordance with all State and Federal requirements.

January 01, 2025

This letter certifies that the agents of Security Transport Services have performed the State of Kansas Commission Peace Officer Standard Training (KCPOST) qualification course of fire which includes:

- Reviewed the Four Universal Firearms Safety Rules, and their real-world application
- Reviewed Range Safety Rules
- Performed Holster and equipment safety/function evaluation
- Reviewed handgun marksmanship principles of Grip, trigger control, sight picture, draw stroke, low ready position
- Reviewed Handgun retention, Holstered and drawn handgun techniques,
- Reviewed Partner rescue considerations,
- Reviewed Prisoner escort and firearm retention considerations

Chuck Haggard

Agile Training & Consulting

www.AgileTactical.com

4.1.7 Contractor shall separate male and female prisoners during transport.

STS vans have multiple compartments that allow for inmate separation. STS policies indicate male and female prisoners are to be separated during transport (see Officer/Agent Responsibilities in STS Policies)

4.1.8 Contractor shall secure all prisoners in their custody with restraining devices that secure their hands in front to a waist chain or similar device. Legs will be secured with leg irons or similar. These restraints will be utilized for the duration of the time the Contractor has custody of the prisoner.

STS understands that it shall secure all prisoners in their custody with restraining devices that secure their hands in front to a waist chain or similar device. Legs will be secured with leg irons or similar. These restraints will be utilized for the duration of the time the Contractor has custody of the prisoner (see Restraint Standards/Conducting a Transport & Escort Standards in STS Policies).

4.1.9 Prior to accepting custody of any prisoner, Contractor will be required to photograph the prisoner for identification purposes. This photograph is to be attached to the prisoner transport order which contains a complete physical description. This action is to minimize the possibility of a prisoner mix-up at the holding facility and also will provide a complete physical detail in the event of a major incident. All prisoner property is to be searched by the Contractor at the holding facility to preclude the concealment of contraband items.

STS digital Prisoner Transport Forms (via Connecteam Application) allows for the photograph of a prisoner for identification purposes. STS policies indicate that all prisoner property is to be searched to preclude the concealment of contraband (see Personal Property section of STS Policies).

4.1.10 During transport, Contractors shall provide prisoners a minimum of three (3) meals per twenty-four (24) hour period.

a. Within a twenty-four (24) period, Contractor shall provide two (2) hot meals. The third meal per twenty-four (24) hour period may be a cold meal.

b. Meals from fast-food type restaurants or delicatessens shall be acceptable.

c. Mealtimes shall closely correspond to typical breakfast, lunch, and dinner times as a practical and possible during transport.

d. All meals shall be included in the bid cost of the transportation.

STS understands that it shall provide prisoners with a minimum of three (3) meals per twenty-four (24) hour period (See Conducting Transport and Escort Standard in STS Policies).

4.1.11 Contractor shall be authorized to obtain emergency medical treatment for prisoners whenever deemed necessary. Contractor shall immediately notify the Jefferson County Sheriff's Department of any emergency medical treatment that requires immediate attention.

STS understands that it will obtain emergency medical treatment for prisoners whenever deemed necessary and we will immediately notify the Jefferson County Sheriff's Department of any emergency medical treatment that requires immediate attention

4.1.12 Contractor shall be responsible for all costs that may occur during transport for its employees and prisoners, excluding medical costs for the prisoner, during the term of the contract.

STS understands that it is responsible for all costs that may occur during transport for its employees and prisoners, excluding medical costs for the prisoner, during the term of the contract.

4.1.13 Any delay during transport that results in lodging requirements for the prisoner(s) shall be arranged by the Contractor with the appropriate local detention facility. This includes but is not limited to inclement weather and mechanical malfunctions.

STS agrees that delays that result in lodging requirements for the prisoner(s) shall be arranged by the STS with an appropriate local detention facility.

4.1.14 In the event of any unusual incident, situation or emergency which arises in the performance of this contract, Contractor shall immediately notify Jefferson County Sheriff's Department. For purpose of this subparagraph, "unusual incident, emergency or situation" includes but is not limited to, any act of violence or attempted act of violence by a prisoner or any other breach of security, an unusual delay in the transportation of a prisoner, any medical

Completed by:
John Comissiong, President & Owner, pres-owner@sts1995.com

treatment, and any refusal of law enforcement agencies to release a prisoner to the Contractor as authorized agencies and directed by Jefferson County Sheriff's Department.

STS agrees that in the event of any unusual incident, situation or emergency which arises in the performance of this contract, Contractor shall immediately notify Jefferson County Sheriff's Department (see Emergency Situation Section in STS Policies)

4.1.15 Contractor shall maintain complete documentation for all prisoners transported, including but not limited to: Prisoner receipt forms, Personal property control forms and Medical information forms.

STS maintains complete digital documentation for all prisoners transported, including but not limited to: Prisoner receipt forms (via QuickBooks Online – Receipt Submission) Personal property control forms (via Connecteam Application– Forms) and Medical Information forms (via Connecteam Application – Forms)

4.2 INTERNAL AND EXTERNAL STANDARDS AND GUIDELINES

4.2.1 Contractor shall possess and maintain valid licenses, permits, and adhere to all federal, state, and local regulations.

STS possess and maintain valid licenses, permits, and adhere to all federal, state, and local regulations (see Kansas Certificate of Good Standing, Authority to Transport (Motor Carrier renewal/UCR).

Completed by:
John Comissiong, President & Owner, pres-owner@sts1995.com

STATE OF KANSAS
OFFICE OF SECRETARY OF STATE

CERTIFICATE OF GOOD STANDING

I, SCOTT SCHWAB, Kansas Secretary of State, certify that the records of this office reveal the following:

Business ID: 2290906

Business Name: SECURITY TRANSPORT SERVICES, INC.

Type: Domestic For-Profit Corporation

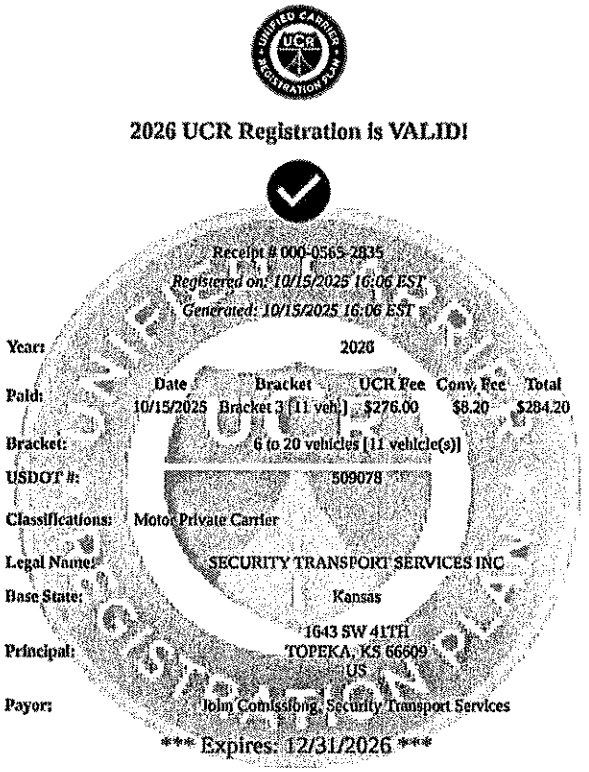
Jurisdiction: Kansas

was filed in this office on September 08, 1995, and is in good standing, having fully complied with all requirements of this office.

No information is available from this office regarding the financial condition, business activity or practices of this entity.

U.S Department of Transportation Federal Motor Carrier Safety Administration	MOTOR CARRIER IDENTIFICATION REPORT (Application for U.S. DOT NUMBER)			
REASON FOR FILING (Check Only One) ☐NEW APPLICATION ☒BIENNIAL UPDATE OR CHANGES ☐OUT OF BUSINESS NOTIFICATION ☐REAPPLICATION (AFTER REVOCATION OF NEW ENTRANT)				
1. NAME OF MOTOR CARRIER SECURITY TRANSPORT SERVICES INC	2. TRADE OR D.B.A. (DOING BUSINESS AS) NAME			
3. PRINCIPAL ADDRESS 1643 SW 41TH	4. CITY TOPEKA	5. STATE/PROVINCE KANSAS	6. ZIP CODE + 4 66609	7. COLONIA (MEXICO ONLY)
8. MAILING ADDRESS 1643 SW 41TH	9. CITY TOPEKA	10. STATE/PROVINCE KANSAS	11. ZIP CODE+4 66609	12. COLONIA (MEXICO ONLY)
13. PRINCIPAL BUSINESS PHONE NUMBER (785) 267-3030	14. PRINCIPAL CONTACT CELL PHONE NUMBER		15. PRINCIPAL BUSINESS FAX NUMBER (785) 267-7402	
16. USDOT NO. 509378	17. MC OR MX NO. MC244953	18. DUN & BRADSTREET NO.	19. IRS/TAX ID NO. EIN#	SSN#
20. INTERNET E-MAIL ADDRESS adminfofion@sts1995.com		21. CARRIER MILEAGE (to nearest 10,000 miles for Last Calendar Year) 1500000		YEAR 2023
22. COMPANY OPERATION ☒A. Interstate Carrier ☐B. Intrastate Hazmat Carrier ☐C. Intrastate Non-Hazmat Carrier ☐D. Interstate Hazmat Shipper ☐E. Intrastate Hazmat Shipper ☐F. Vehicle Registrant Only				
23. OPERATION CLASSIFICATION (Circle All that Apply) ☒A. AUTHORIZED FOR HIRE ☒D. PRIVATE PASSENGER, BUSINESS ☒G. U. S. MAIL ☒J. LOCAL GOVERNMENT ☒B. EXEMPT FOR HIRE ☒E. PRIVATE PASSENGER, NON-BUSINESS ☒H. FEDERAL GOVERNMENT ☒K. INDIAN TRIBE ☒C. PRIVATE PROPERTY ☒F. MIGRANT ☒I. STATE GOVERNMENT ☒L. OTHER				
24. CARGO CLASSIFICATIONS (Circle All that Apply) ☒A. GENERAL FREIGHT ☐F. LOGS, POLES, BEAMS, LUMBER ☐K. LIQUIDS/GASES ☐P. GRAIN, FEED, HAY ☐U. CHEMICALS ☐Z. UTILITY ☒B. HOUSEHOLD GOODS ☐G. BUILDING MATERIALS ☐L. INTERMODAL CONTAINERS ☐Q. COAL, COKE ☐V. COMMODITIES DRY BULK ☐AA. FARM SUPPLIES ☒C. METAL; SHEETS, COILS, ROLLS ☒M. PASSENGERS ☒R. MEAT				

Completed by:
John Comissiong, President & Owner, pres-owner@sts1995.com



4.2.2 Policies, practices, and procedures must be in effect to prohibit the mistreatment of prisoners, including prohibitions against the use of excessive force, and sexual misconduct.

STS has polices, practices and procedures to prohibit the mistreatment of prisoners, including prohibitions against the use of excessive force, and sexual misconduct (see STS Standards & Procedures on Transport, Escort, and Search)

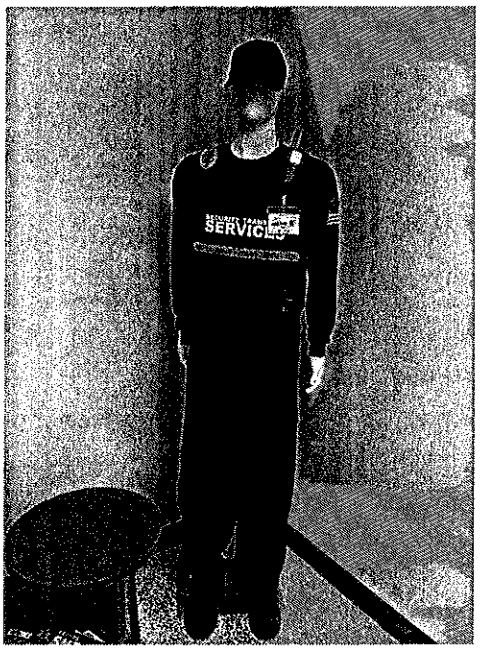
4.2.3 Contractor must employ pre-employment screening measures for all potential employees, including but not limited to a fingerprint-based background check and a test for the use of controlled substances.

During pre-employment screening, STS utilizes Shawnee County PD/Kansas Bureau of Investigation for fingerprint-based background checks and Kansas Drug Testing Inc for controlled substance screening.

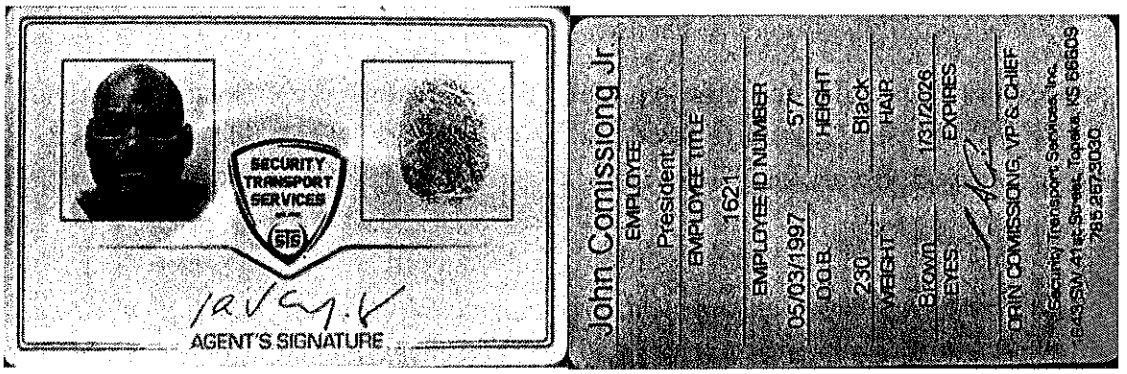
4.2.4 Employee uniforms must be worn at all times while the employee is engaged in transportation or guarding of all prisoners. The employee must display proper identification credentials, including a photograph, employee's name, and date of issuance.

Completed by:
John Comissiong, President & Owner, pres-owner@sts1995.com

STS Agents are required to wear an STS uniform (i.e. black pants, closed black shoes/boots, shirt bearing STS insignia, tactical vest, ID with company name, logo & ID number) during any pick-up and throughout the transportation of prisoners (see image of uniform)



STS identification has the company's name and logo and the employee's name, ID number and photo (see image of ID)

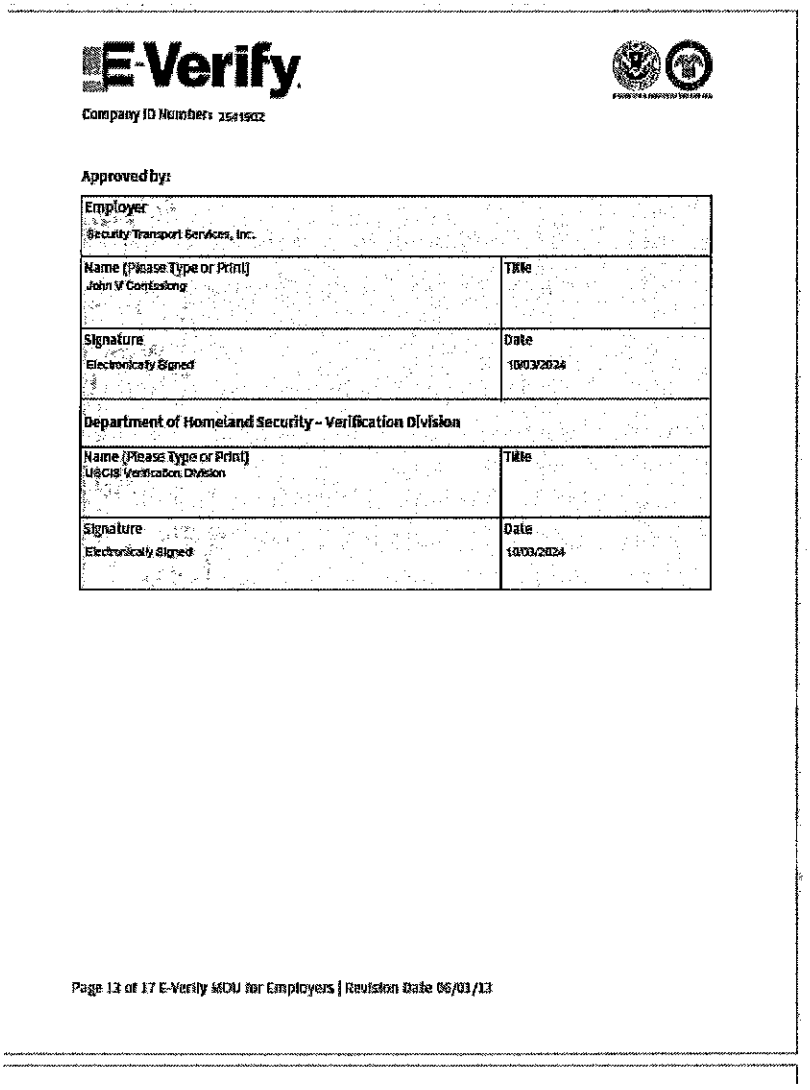


(ID Front) (ID Rear)

4.2.5 Employees must be a United States Citizen or possess the necessary authority from the U.S. Citizenship and Immigration Services to be employed in the United States.

STS employees only US Citizens. STS validates citizens ship using E-Verify. The E-Verify is a program that electronically confirms an employee's eligibility to work in the United States.

Completed by:
John Comissiong, President & Owner, pres-owner@sts1995.com



E-Verify

Company ID Number: 2541902

Approved by:

Employer Security Transport Services, Inc.	
Name (Please Type or Print) John V Comissiong	Title
Signature Electronically Signed	Date 10/03/2024
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 10/03/2024

Page 13 of 17 E-Verify MOU for Employers | Revision Date 06/01/13

4.2.6 Employees must possess a valid state-issued driver's license.

All STS transport agents possess a valid state issued driver license.

4.2.7 Contractor must adhere to the maximum driving time provisions applicable to commercial motor vehicle operators, as set forth in Department of Transportation regulations at 49 CFR 395.3 (https://www.ecfr.gov/current/title-49/subtitle-B/chapterIII/subchapter-B/part-395/subpart-A/section-395.3) which will apply regardless of whether the Contractor is covered by Department of Transportation regulations.

STS adheres to the maximum driving time provisions applicable to the Department of Transportation (Note: STS does not utilize commercial vehicles for its transport). It does this by utilizing routing software which allows us to insert rules/restrictions for drive time.

4.2.8 Contractor must adhere to certain minimum standards with respect to the number of employees required to monitor violent prisoners during transportation. The Contractor must ensure that at least one guard is on duty for every two prisoners transported.

STS meets the minimum standards to the number of employees to monitor violent prisoners during transportation and that at least one guard is on duty for every two prisoners transported.

STS always transports with two (2) armed guards (unless a new employee has not passed gun certification) which of which is gender specific to the inmate being transported. STS transport vans hold a maximum of six (6) inmates for each two (2) agent team.

Completed by:
John Comissiong, President & Owner, pres-owner@sts1995.com

enterprise
FLEET MANAGEMENT

Security Transport Services, Inc. (622546)

Vehicle	culated Mile	Year	Make	Model	VIN	icense Nur	stomer Vehicle ID
25ZKTT	435000	2013	Kia	Optima	5XXGM4A73DG255736	145RPR	c145
2845QJ	32390	2024	Toyota	RAV4	2T3P1RFVXRW484903	1321AHL	RAV 4
25ZKTR	519339	2014	Ford	E-150	1FMNE1BLXEDA71478	752RMB	v178
27CPT9	181600	2023	Ford	Transit-350 Passenger	1FBAX2C83PKB31777	9898ACJ	V220
27CPT8	220557	2023	Ford	Transit-350 Passenger	1FBAX2C82PKB31866	9746ACJ	V221
27ZPHP	105947	2023	Ford	Transit-350 Passenger	1FBAX2C84PKB31884	5197AJD	V222
284S2W	32346	2024	Ford	Transit-350 Passenger	1FBAX2C8XRKB26563	9758AGH	V223
284S2J	125112	2024	Ford	Transit-350 Passenger	1FBAX2C89RKB25677	9988AGH	V224
284S2D	2344	2024	Ford	Transit-350 Passenger	1FBAX2C85RKB26406	9897AGH	V225
284RXN	89867	2024	Ford	Transit-350 Passenger	1FBAX2C8XRKB25445	1430AGU	V226
284S2S	45231	2024	Ford	Transit-350 Passenger	1FBAX2C86RKB25569	1364AGU	V227
284RWL	104889	2024	Ford	Transit-350 Passenger	1FBAX2C85RKB26521	1610AGU	V228
284S2N	59194	2024	Ford	Transit-350 Passenger	1FBAX2C85RKB26728	1520AGU	V229

220 27CR19

Kansas Department of Revenue
Division of Vehicles
Topeka, KS 66626-0001

KS 2026 MAY 9898ACJ

REGISTRATION RENEWAL RECEIPT

Enterprise FM Trust
2281 Ball Dr
Saint Louis, MO 631468603

Renew by last day of May
Enforcement Date 1st Day of June

Shawnee County **PLATE TYPE:** Standard **PLATE#:** 9898ACJ

DATE: 04/17/2025 **VEHICLE TYPE:** Passenger **REGISTRATION EXPIRES:** 05/31/2026

OWNER NAME

Enterprise FM Trust

1643 SW 41st St
Topeka, KS 666091250

VIN: 1FBAX2C83PKB31777 **Year:** 2023
MAKE: FORD **EMPTY WT:** 6230
MODEL: TRANSIT-350 WAGON **DECLARED WT:** 6230
STYLE: 3D
Purchase/Rec'd Date: 01/19/2024 **MILEAGE:** 6
Usage: Regular
Mileage Status: Actual

FEE SUMMARY

Current Reg./Srvc.	$48.25
Property Tax	$768.64
Mod. Fee	$4.00
Special Plate Fee(s)	$0.00

I hereby affirm and certify that I am a resident/ have a bona fide place of business in this county, am an owner of and have in effect financial security for the above vehicle as required by law, have disclosed/verified any/all liens for, am entitled to the license plate issued, and that the information listed on this application is true and correct.**FALSE CERTIFICATION CAN RESULT IN CRIMINAL PROSECUTION UNDER PENALTY OF LAW.**

OWNER'S SIGNATURE(S) _____

INSURANCE: HUDSON INS. CO **Policy #:** HST00023803
Expiration: 06/25/2025

Situs: Shawnee		Property Tax Statement		Prior Year(s) Tax		Current Year	
Tax Unit	014	Prev Tax Value	$0.00	Tax	$0.00	Tax	$768.64
Class Code:	032	New Tax Value	$5,527.13	Penalty	$0.00	Penalty	$0.00
				Credit	$0.00	Credit	$0.00
				Total	$0.00	Total	$768.64

Tax Refund: Prior Yr.(s): $0.00 Current Yr.: $0.00 Total Refund: $0.00

Kansas Department of Revenue
Division of Vehicles
Topeka, KS 66626-0001

221 27CPT8

KS 2026
MAY
9746ACJ

REGISTRATION RENEWAL RECEIPT

Enterprise FM Trust
2281 Ball Dr
Saint Louis, MO 631468603

Renew by last day of May
Enforcement Date 1st Day of June

Shawnee County **PLATE TYPE:** Standard **PLATE#:** 9746ACJ

DATE: 04/17/2025 **VEHICLE TYPE:** Passenger **REGISTRATION EXPIRES:** 05/31/2026

OWNER NAME

Enterprise FM Trust

1643 SW 41st St
Topeka, KS 666091250

VIN: 1FBAX2C82PKB31866 **Year:** 2023
MAKE: FORD **EMPTY WT:** 6230
MODEL: TRANSIT-350 WAGON **DECLARED WT:** 6230
STYLE: 3D
Purchase/Rec'd Date: 01/19/2024 **MILEAGE:** 6
Usage: Regular
Mileage Status: Actual

FEE SUMMARY

Current Reg./Srvc.	$48.25
Property Tax	$768.64
Mod. Fee	$4.00
Special Plate Fee(s)	$0.00

I hereby affirm and certify that I am a resident/ have a bona fide place of business in this county, am an owner of and have in effect financial security for the above vehicle as required by law, have disclosed/verified any/all liens for, am entitled to the license plate issued, and that the information listed on this application is true and correct. **FALSE CERTIFICATION CAN RESULT IN CRIMINAL PROSECUTION UNDER PENALTY OF LAW.**

OWNER'S SIGNATURE(S) _____

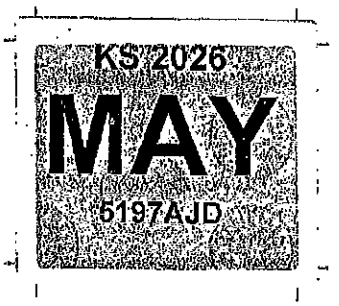
INSURANCE: HUDSON INS. CO **Policy #:** HST00023803
Expiration: 06/25/2025

Situs: Shawnee		Property Tax Statement		Prior Year(s) Tax		Current Year	
Tax Unit	014	Prev Tax Value	$0.00	Tax	$0.00	Tax	$768.64
Class Code:	032	New Tax Value	$5,527.13	Penalty	$0.00	Penalty	$0.00
				Credit	$0.00	Credit	$0.00
				Total	$0.00	Total	$768.64

Tax Refund: Prior Yr.(s): $0.00 Current Yr.: $0.00 Total Refund: $0.00

Kansas Department of Revenue
Division of Vehicles
Topeka, KS 66626-0001

222- 272PP



Renew by last day of May
Enforcement Date 1st Day of June

REGISTRATION RENEWAL RECEIPT

Enterprise FM Trust
2281 Ball Dr
Saint Louis, MO 631468603

Shawnee County **PLATE TYPE:** Standard **PLATE#:** 5197AJD

DATE: 04/16/2025 **VEHICLE TYPE:** Passenger **REGISTRATION EXPIRES:** 05/31/2026

OWNER NAME

Enterprise FM Trust

1643 SW 41st St
Topeka, KS 666091250

VIN: 1FBAX2C84PKB31884 **Year:** 2023
MAKE: FORD **EMPTY WT:** 6220
MODEL: TRANSIT-350 WAGON **DECLARED WT:** 6220
STYLE: 3D
Purchase/Rec'd Date: 12/12/2024 **MILEAGE:** 234
Usage: Regular
Mileage Status: Actual

FEE SUMMARY

Current Reg./Srvc.	$48.25
Property Tax	$734.48
Mod. Fee	$4.00
Special Plate Fee(s)	$0.00

I hereby affirm and certify that I am a resident/ have a bona fide place of business in this county, am an owner of and have in effect financial security for the above vehicle as required by law, have disclosed/verified any/all liens for, am entitled to the license plate issued, and that the information listed on this application is true and correct.**FALSE CERTIFICATION CAN RESULT IN CRIMINAL PROSECUTION UNDER PENALTY OF LAW.**

OWNER'S SIGNATURE(S) _____

INSURANCE: HUDSON INS. CO **Policy #:** HST00023803
Expiration: 06/25/2025

Situs: Shawnee		Property Tax Statement		Prior Year(s) Tax		Current Year	
Tax Unit	014	Prev Tax Value	$0.00	Tax	$0.00	Tax	$734.48
Class Code:	031	New Tax Value	$5,281.48	Penalty	$0.00	Penalty	$0.00
				Credit	$0.00	Credit	$0.00
				Total	$0.00	Total	$734.48

Tax Refund: Prior Yr.(s): $0.00 Current Yr.: $0.00 Total Refund: $0.00

Kansas Department of Revenue
Division of Vehicles
Topeka, KS 66626-0001

#223

2845 SW

REGISTRATION RENEWAL RECEIPT

Enterprise FM Trust
1643 SW 41st St
Topeka, KS 666091250

Renew by last day of May
Enforcement Date 1st Day of June

Shawnee County **PLATE TYPE:** Standard **PLATE#:** 9758AGH

DATE: 04/16/2025 **VEHICLE TYPE:** Passenger **REGISTRATION EXPIRES:** 05/31/2026

OWNER NAME

Enterprise FM Trust

1643 SW 41st St
Topeka, KS 666091250

VIN: 1FBAX2C8XRKB26563 **Year:** 2024
MAKE: FORD **EMPTY WT:** 6142
MODEL: TRANSIT-350 WAGON **DECLARED WT:** 6142
STYLE: 3D
Purchase/Rec'd Date: 09/05/2024 **MILEAGE:** 5
Usage: Regular
Mileage Status: Actual

FEE SUMMARY

Current Reg./Srvc.	$48.25
Property Tax	$904.28
Mod. Fee	$4.00
Special Plate Fee(s)	$0.00

I hereby affirm and certify that I am a resident/ have a bona fide place of business in this county, am an owner of and have in effect financial security for the above vehicle as required by law, have disclosed/verified any/all liens for, am entitled to the license plate issued, and that the information listed on this application is true and correct. **FALSE CERTIFICATION CAN RESULT IN CRIMINAL PROSECUTION UNDER PENALTY OF LAW.**

OWNER'S SIGNATURE(S) _____

INSURANCE: HUDSON INS. CO **Policy #:** HST00023803
Expiration: 06/25/2025

Situs: Shawnee		Property Tax Statement		Prior Year(s) Tax		Current Year	
Tax Unit	014	Prev Tax Value	$0.00	Tax	$0.00	Tax	$904.28
Class Code:	032	New Tax Value	$6,502.50	Penalty	$0.00	Penalty	$0.00
				Credit	$0.00	Credit	$0.00
				Total	$0.00	Total	$904.28

Tax Refund: Prior Yr.(s): $0.00 Current Yr.: $0.00 Total Refund: $0.00

Kansas Department of Revenue
Division of Vehicles
Topeka, KS 66626-0001

224 284827

KS 2026 MAY 9988AGH

REGISTRATION RENEWAL RECEIPT

Enterprise FM Trust
1643 SW 41st St
Topeka, KS 666091250

Renew by last day of May
Enforcement Date 1st Day of June

Shawnee County **PLATE TYPE:** Standard **PLATE#:** 9988AGH

DATE: 04/16/2025 **VEHICLE TYPE:** Passenger **REGISTRATION EXPIRES:** 05/31/2026

OWNER NAME

Enterprise FM Trust

1643 SW 41st St
Topeka, KS 666091250

VIN: 1FBAX2C89RKB25677 **Year:** 2024
MAKE: FORD **EMPTY WT:** 6142
MODEL: TRANSIT-350 WAGON **DECLARED WT:** 6142
STYLE: 3D
Purchase/Rec'd Date: 09/05/2024 **MILEAGE:** 5
Usage: Regular
Mileage Status: Actual

FEE SUMMARY

Current Reg./Srvc.	$48.25
Property Tax	$904.28
Mod. Fee	$4.00
Special Plate Fee(s)	$0.00

I hereby affirm and certify that I am a resident/ have a bona fide place of business in this county, am an owner of and have in effect financial security for the above vehicle as required by law, have disclosed/verified any/all liens for, am entitled to the license plate issued, and that the information listed on this application is true and correct.**FALSE CERTIFICATION CAN RESULT IN CRIMINAL PROSECUTION UNDER PENALTY OF LAW.**

OWNER'S SIGNATURE(S) _____

INSURANCE: HUDSON INS. CO **Policy #:** HST00023803
Expiration: 06/25/2025

Situs: Shawnee		Property Tax Statement		Prior Year(s) Tax		Current Year	
Tax Unit	014	Prev Tax Value	$0.00	Tax	$0.00	Tax	$904.28
Class Code:	032	New Tax Value	$6,502.50	Penalty	$0.00	Penalty	$0.00
				Credit	$0.00	Credit	$0.00
				Total	$0.00	Total	$904.28

Tax Refund: Prior Yr.(s): $0.00 Current Yr.: $0.00 Total Refund: $0.00

Kansas Department of Revenue
Division of Vehicles
Topeka, KS 66626-0001

225 284520

KS 2026
MAY
9897AGH

REGISTRATION RENEWAL RECEIPT

Enterprise FM Trust
1643 SW 41st St
Topeka, KS 666091250

Renew by last day of May
Enforcement Date 1st Day of June

Shawnee County **PLATE TYPE:** Standard **PLATE#:** 9897AGH

DATE: 04/16/2025 **VEHICLE TYPE:** Passenger **REGISTRATION EXPIRES:** 05/31/2026

OWNER NAME

Enterprise FM Trust

1643 SW 41st St
Topeka, KS 666091250

VIN: 1FBAX2C85RKB26406 **Year:** 2024
MAKE: FORD **EMPTY WT:** 6142
MODEL: TRANSIT-350 WAGON **DECLARED WT:** 6142
STYLE: 3D
Purchase/Rec'd Date: 09/05/2024 **MILEAGE:** 5
Usage: Regular
Mileage Status: Actual

FEE SUMMARY

Current Reg./Srvc.	$48.25
Property Tax	$904.28
Mod. Fee	$4.00
Special Plate Fee(s)	$0.00

I hereby affirm and certify that I am a resident/ have a bona fide place of business in this county, am an owner of and have in effect financial security for the above vehicle as required by law, have disclosed/verified any/all liens for, am entitled to the license plate issued, and that the information listed on this application is true and correct.**FALSE CERTIFICATION CAN RESULT IN CRIMINAL PROSECUTION UNDER PENALTY OF LAW.**

OWNER'S SIGNATURE(S) _____

INSURANCE: HUDSON INS. CO **Policy #:** HST00023803
Expiration: 06/25/2025

Situs: Shawnee		Property Tax Statement		Prior Year(s) Tax		Current Year	
Tax Unit	014	Prev Tax Value	$0.00	Tax	$0.00	Tax	$904.28
Class Code:	032	New Tax Value	$6,502.50	Penalty	$0.00	Penalty	$0.00
				Credit	$0.00	Credit	$0.00
				Total	$0.00	Total	$904.28

Tax Refund: Prior Yr.(s): $0.00 Current Yr.: $0.00 Total Refund: $0.00

Kansas Department of Revenue
Division of Vehicles
Topeka, KS 66626-0001

226 2J4RXN

KS 2026
MAY
1430AGU

Renew by last day of May
Enforcement Date 1st Day of June

REGISTRATION RENEWAL RECEIPT

Enterprise FM Trust
1643 SW 41st St
Topeka, KS 666091250

Shawnee County **PLATE TYPE:** Standard **PLATE#:** 1430AGU

DATE: 04/16/2025 **VEHICLE TYPE:** Passenger **REGISTRATION EXPIRES:** 05/31/2026

OWNER NAME

Enterprise FM Trust

1643 SW 41st St
Topeka, KS 666091250

VIN: 1FBAX2C8XRKB25445 **Year:** 2024
MAKE: FORD **EMPTY WT:** 6152
MODEL: TRANSIT-350 WAGON **DECLARED WT:** 6152
STYLE: 3D
Purchase/Rec'd Date: 09/12/2024 **MILEAGE:** 5
Usage: Regular
Mileage Status: Actual

FEE SUMMARY

Current Reg./Srvc.	$48.25
Property Tax	$944.47
Mod. Fee	$4.00
Special Plate Fee(s)	$0.00

I hereby affirm and certify that I am a resident/ have a bona fide place of business in this county, am an owner of and have in effect financial security for the above vehicle as required by law, have disclosed/verified any/all liens for, am entitled to the license plate issued, and that the information listed on this application is true and correct. **FALSE CERTIFICATION CAN RESULT IN CRIMINAL PROSECUTION UNDER PENALTY OF LAW.**

OWNER'S SIGNATURE(S) _____

INSURANCE: HUDSON INS. CO **Policy #:** HST00023803
Expiration: 06/25/2025

Situs: Shawnee		Property Tax Statement		Prior Year(s) Tax		Current Year	
Tax Unit	014	Prev Tax Value	$0.00	Tax	$0.00	Tax	$944.47
Class Code:	033	New Tax Value	$6,791.50	Penalty	$0.00	Penalty	$0.00
				Credit	$0.00	Credit	$0.00
				Total	$0.00	Total	$944.47

Tax Refund: Prior Yr.(s): $0.00 Current Yr.: $0.00 Total Refund: $0.00

Kansas Department of Revenue
Division of Vehicles
Topeka, KS 66626-0001

227 284525

KS 2026
MAY
1364AGU

REGISTRATION RENEWAL RECEIPT

Renew by last day of May
Enforcement Date 1st Day of June

Enterprise FM Trust
1643 SW 41st St
Topeka, KS 666091250

Shawnee County **PLATE TYPE:** Standard **PLATE#:** 1364AGU

DATE: 04/16/2025 **VEHICLE TYPE:** Passenger **REGISTRATION EXPIRES:** 05/31/2026

OWNER NAME

Enterprise FM Trust

1643 SW 41st St
Topeka, KS 666091250

VIN: 1FBAX2C86RKB25569 **Year:** 2024
MAKE: FORD **EMPTY WT:** 6152
MODEL: TRANSIT-350 WAGON **DECLARED WT:** 6152
STYLE: 3D
Purchase/Rec'd Date: 09/12/2024 **MILEAGE:** 5
Usage: Regular
Mileage Status: Actual

FEE SUMMARY

Current Reg./Srvc.	$48.25
Property Tax	$944.47
Mod. Fee	$4.00
Special Plate Fee(s)	$0.00

I hereby affirm and certify that I am a resident/ have a bona fide place of business in this county, am an owner of and have in effect financial security for the above vehicle as required by law, have disclosed/verified any/all liens for, am entitled to the license plate issued, and that the information listed on this application is true and correct.**FALSE CERTIFICATION CAN RESULT IN CRIMINAL PROSECUTION UNDER PENALTY OF LAW.**

OWNER'S SIGNATURE(S) _____

INSURANCE: HUDSON INS. CO **Policy #:** HST00023803
Expiration: 06/25/2025

Situs: Shawnee		Property Tax Statement		Prior Year(s) Tax		Current Year	
Tax Unit	014	Prev Tax Value	$0.00	Tax	$0.00	Tax	$944.47
Class Code:	033	New Tax Value	$6,791.50	Penalty	$0.00	Penalty	$0.00
				Credit	$0.00	Credit	$0.00
				Total	$0.00	Total	$944.47

Tax Refund: Prior Yr.(s): $0.00 Current Yr.: $0.00 Total Refund: $0.00

Kansas Department of Revenue
Division of Vehicles
Topeka, KS 66626-0001

228 284RWL

KS 2026
MAY
1610AGU

REGISTRATION RENEWAL RECEIPT

Renew by last day of May
Enforcement Date 1st Day of June

Enterprise FM Trust
1643 SW 41st St
Topeka, KS 666091250

Shawnee County **PLATE TYPE:** Standard **PLATE#:** 1610AGU

DATE: 04/16/2025 **VEHICLE TYPE:** Passenger **REGISTRATION EXPIRES:** 05/31/2026

OWNER NAME

Enterprise FM Trust

1643 SW 41st St
Topeka, KS 666091250

VIN: 1FBAX2C85RKB26521 **Year:** 2024
MAKE: FORD **EMPTY WT:** 6152
MODEL: TRANSIT-350 WAGON **DECLARED WT:** 6152
STYLE: 3D
Purchase/Rec'd Date: 09/12/2024 **MILEAGE:** 5
Usage: Regular
Mileage Status: Actual

FEE SUMMARY

Current Reg./Srvc.	$48.25
Property Tax	$944.47
Mod. Fee	$4.00
Special Plate Fee(s)	$0.00

I hereby affirm and certify that I am a resident/ have a bona fide place of business in this county, am an owner of and have in effect financial security for the above vehicle as required by law, have disclosed/verified any/all liens for, am entitled to the license plate issued, and that the information listed on this application is true and correct.**FALSE CERTIFICATION CAN RESULT IN CRIMINAL PROSECUTION UNDER PENALTY OF LAW.**

OWNER'S SIGNATURE(S) _____

INSURANCE: HUDSON INS. CO **Policy #:** HST00023803
Expiration: 06/25/2025

Situs: Shawnee		Property Tax Statement		Prior Year(s) Tax		Current Year	
Tax Unit	014	Prev Tax Value	$0.00	Tax	$0.00	Tax	$944.47
Class Code:	033	New Tax Value	$6,791.50	Penalty	$0.00	Penalty	$0.00
				Credit	$0.00	Credit	$0.00
				Total	$0.00	Total	$944.47

Tax Refund: Prior Yr.(s): $0.00 Current Yr.: $0.00 Total Refund: $0.00

229 2H4S2W

Kansas Department of Revenue
Division of Vehicles
Topeka, KS 66626-0001

KS 2026 MAY 1520AGU

REGISTRATION RENEWAL RECEIPT

Enterprise FM Trust
1643 SW 41st St
Topeka, KS 666091250

Renew by last day of May
Enforcement Date 1st Day of June

Shawnee County **PLATE TYPE:** Standard **PLATE#:** 1520AGU

DATE: 04/16/2025 **VEHICLE TYPE:** Passenger **REGISTRATION EXPIRES:** 05/31/2026

OWNER NAME

Enterprise FM Trust

1643 SW 41st St
Topeka, KS 666091250

VIN: 1FBAX2C85RKB26728 **Year:** 2024
MAKE: FORD **EMPTY WT:** 6152
MODEL: TRANSIT-350 WAGON **DECLARED WT:** 6152
STYLE: 3D
Purchase/Rec'd Date: 09/20/2024 **MILEAGE:** 5
Usage: Regular
Mileage Status: Actual

FEE SUMMARY

Current Reg./Srvc.	$48.25
Property Tax	$944.47
Mod. Fee	$4.00
Special Plate Fee(s)	$0.00

I hereby affirm and certify that I am a resident/ have a bona fide place of business in this county, am an owner of and have in effect financial security for the above vehicle as required by law, have disclosed/verified any/all liens for, am entitled to the license plate issued, and that the information listed on this application is true and correct. **FALSE CERTIFICATION CAN RESULT IN CRIMINAL PROSECUTION UNDER PENALTY OF LAW.**

OWNER'S SIGNATURE(S) _____

INSURANCE: HUDSON INS. CO **Policy #:** HST00023803
Expiration: 06/25/2025

Situs: Shawnee		Property Tax Statement		Prior Year(s) Tax		Current Year	
Tax Unit	014	Prev Tax Value	$0.00	Tax	$0.00	Tax	$944.47
Class Code:	033	New Tax Value	$6,791.50	Penalty	$0.00	Penalty	$0.00
				Credit	$0.00	Credit	$0.00
				Total	$0.00	Total	$944.47

Tax Refund: Prior Yr.(s): $0.00 Current Yr.: $0.00 Total Refund: $0.00

STS Standards & Procedures on Transport, Escort, and Search
Table of Contents

1.0 GENERAL STANDARDS
2.0 OFFICER/AGENT RESPONSIBILTIES
3.0 VEHICLE STANDARDS
4.0 RESTRAINT STANDARDS
5.0 SEARCH STANDARDS
6.0 PERSONAL PROPERPTY AND DOCUMENTATION OF TRANSPORT
7.0 MEDICATIONS AND MEDICAL STANDARDS
8.0 CONDUCTING TRANSPORT AND ESCORT STANDARDS
9.0 AT-RISK DETERMINATION PROCESS
10.0 AT-RISK POPULATIONS
11.0 SEXUAL ABUSE VICTIMIZATION
12.0 SCHEDUELED/UNSCHEDUELED STOP STANDARDS
13.0 EMERGENCY SITUATION STANDARDS
14.0 FIREARM AND USE OF FORCE STANDARDS
15.0 BASIC MAP READING
16.0 DEFENSIVE DRIVING

Note: CBT (CPR, HIPAA) provided by North American Learning Institute

1.0 GENERAL STANDARDS

Safety During Extradition Operations: The safety of STS employees, detainees, and the public is paramount during all aspects of STS operations.

Reasonable Accommodations: Reasonable accommodation must be made for a detainee's known or reported mental, physical and/or other special needs consistent with safety, and security requirements.

Integrity and Professionalism: Officers/ Agents must speak & act with the utmost integrity & professionalism. They must conduct themselves in a manner that always reflects positively on STS. Officers/ Agents shall not accept loans, gifts, gratuities, or any other favors from detainees. Officers/Agents shall not loan money or other property, nor grant unauthorized favors to detainees. Officers/Agents shall not discuss or conduct personal, professional, employee, or STS business with a detainee or discuss STS business with the general population/through social media.

Alertness and Sound Judgement: Following security protocols is of upmost importance when transporting a detainee, therefore officers/agents must be alert, pay attention and be aware of their surroundings as well as use sound judgement when a difficult or emergency situation arises.

Zero Tolerance related to Sexual Abuse: STS has a zero-tolerance policy prohibiting all forms of sexual abuse of individuals in STS custody during transport.

Religious Sensitivity: Without compromising officer/agent safety, officers/ agents should remain cognizant of an individual's religious beliefs while accomplishing an enforcement action in a dignified and respectful manner.

Non-Discrimination: STS employees must treat all individuals with dignity and respect. STS employees will perform their duties in a non-discriminatory manner, with respect to all forms of protected status groups (race, color, national origin, religion, age, sex (gender), sexual orientation, physical or mental disability) and reprisal under federal law, regulation, or policy, with full respect for individual rights including equal protection under the law, due process, freedom of speech, of religion, from excessive force, and unreasonable searches.

Treatment of Juveniles/At Risk Populations: Officers/Agents will consider the best interest of the juveniles/at risk populations at all decision points beginning at the first encounter and continuing through processing or transfer. Officers/Agents should recognize that juveniles/at risk populations can experience situations differently than most.

Duration of Transport: Every effort must be made to promptly transport detainees as appropriate according to each contracting agency's policies, and as operationally feasible.

On/Off Duty Conduct: Officer/Agents must possess a valid, non-suspended driver's license, operable (to manufacturers specification) firearm & not have been arrested for a crime. It is the responsibility of officers/agents to notify the President or Chief (prior to the start of a shift) when their license is suspended, can't carry their firearm or they have been arrested.

GENERAL STANDARDS TEST

- Test score pass percentage: 100%

- Number of quiz questions: 3

2.0 OFFICER/AGENT RESPONSIBILTIES

Compliance: Officers/Agents will use the vehicle for business purposes only, unless authorized by the President/Chief.

Driving Behavior: Vehicles must be operated in accordance with all appropriate traffic laws, signs, rules, and DOT regulations.

Rest: Teams are required to take shifts when driving. No individual should drive more than 10 hours or work more than 15 hours in a 24-hour period when practical. All individuals should have at least 8 hours of uninterrupted rest when practical.

Pat-Down/Strip Search: No detainee will be transported without the officer/agent conducting a pat-down/strip search of the detainee, except when exigent circumstances pose a safety hazard or danger to the officer/agent, detainee, or public. In the case where a search has not been conducted, STS will not transport until the circumstances have been resolved to the Chief's satisfaction.

Gender Segregation: Male and female adult detainees will always be separated during transport and escort.

Mealtime: Detainees will be provided with food at regularly scheduled mealtimes and potentially more depending on if they are an part of a At Risk Population (e.g., pregnant female, elderly). All food served must be documented.

Vehicle Security: Officers/Agents must secure the vehicle before leaving it unattended. This includes removing the keys from the ignition or from the vicinity of the vehicle.

Unattended Detainees: Officers/Agents must never leave detainees unattended, out of sight or out of their immediate area of control.

Vehicle Inspection: At the beginning and end of each shift/day the vehicle should be cleaned. A physical inspection of the vehicle's confinement area is required.

Authorized Attire: Officers/Agents must follow the STS' policies and procedures related to attire. Badges and nameplates should be worn on the outermost uniform garment and be visible to the public when practicable.

Detainee Communication: Officers/Agents transporting detainees must communicate instructions in a clear, professional manner. Extra efforts may be required to ensure at-risk detainees can comprehend the officer/agent instructions and questions. This also applies to detainees that exhibit a communication disability (e.g., hearing impaired).

Detainee Distress: In addition to verbal communication, officers/agents must be alert to non-verbal cues exhibited by detainees that might indicate that the detainee is in mental or physical distress. This might include expressions of suicidal thoughts, hallucinations, or other signs of disorientation.

Office Communication: Officers/Agents transporting detainees must communicate to the office the following information - pickup/drop off times/location, medical/emergency issues, housing stops (times/location), the 24 hours prior to arrival call, the morning of arrival and the morning of drop off call. Include the detainee's info.

Agency Communication: Office staff must communicate to the hiring agency the following information - pickup/drop off times, medical/emergency issues, significant delays. Include the detainee's info.

Knowledge of Detainee: If you have close contact history or relation to a detainee, you are to immediately notify the chief, the office, and your partner regarding your specific knowledge of the inmate. The chief will help inform you on how best to handle the interactions and your partner should take the lead in all interactions with this detainee when feasible (ex if your partner is the same gender as detainee).

Medical Issues: Officers/Agents must be alert to medical symptoms such as coughing, fever, diarrhea, rashes or emaciation, in addition to obvious wounds, injuries, cuts, bruising or bleeding, heat related injury or illness, and dehydration. Any observed or reported injury or illness must be reported to the office and hiring agency, and appropriate medical care must be provided or sought before transport from a facility. If any of these issues occur during transport, appropriate medical care must be provided or sought in a timely manner and notification to the Chief and Agency.

Report Generation: When generating a report describing an incident/issue, please answer the following questions: WHO is the prisoner? WHEN did the issue take place? WHERE did the issue take place? WHAT happened? HOW did you correct/address the issue? WHY did you do what you did?

OFFICER/AGENT RESPONSIBILTIES TEST

- Test score pass percentage: 100%
- Number of quiz questions: 9

3.0 VEHICLE STANDARDS

Safety and Compliance: STS vehicles used for transporting detainees must be properly equipped, maintained, and operated to comply with applicable federal and state laws and STS Policies.

Vehicle Interiors: STS vehicle interiors must be kept clean. Garbage such as takeout food containers, empty water bottles, etc. should be discarded daily. The vehicle floor and seats should be debris free before an inmate enters a vehicle. Surfaces should be wiped down regularly with disinfectant to kill germs. Ensure the "wear you seatbelt" stickers are readable and posted in each inmate section.

Vehicle Exterior: Fluids, tire pressure, tires, hoses, belts, lights, wiper blades, etc. should be checked daily to ensure the vehicle is in proper working order and will not break down during transport. Take the vehicle for service when required and when it doesn't interfere with business operations. Take the vehicle to a car wash regularly.

Vehicle Equipment: Officers/Agents assigned to a vehicle must ensure it has the necessary safety and emergency equipment such as triangle reflectors, fire extinguisher, and properly stocked first aid kit.

Search for Weapons, Dangerous Items and Contraband: All STS vehicles, including the confinement space and the immediate area surrounding the confinement space, must be searched prior to, and following each transport to ensure that no weapons, dangerous items (including items that could be used for suicide), or contraband are present.

VEHICLE STANDARDS TEST

- Test score pass percentage: 100%
- Number of quiz questions: 5

4.0 RESTRAINT STANDARDS

General - Restraints: The use of restraints on detainees during transport must be in a manner that is safe, secure, humane, and professional. It is the responsibility of officers/agents to ensure that restraints are used at all times during transport. Detainees who are restrained must be monitored at all times. At no time will restraints be used in a punitive manner or in a manner that causes detainee undue pain.

Vehicle Equipment: Officers/Agents using a vehicle must ensure it has the necessary number and type of restraints (i.e. hand restraints /handcuffs, leg restraints, one piece restraints/belly chains) that are assigned to the vehicle.

Testing of Restraints: Officers/Agents must regularly test hand restraints /handcuffs, leg restraints, one piece restraints/belly chains, or other restraining devices to ensure that they are functioning properly.

Use of Restraints: The use of restraints on detainees during the search or transport process must be in a manner that is safe, secure, humane, and professional. It is the responsibility of officers/agents to ensure that the need and level of restraints used is consistent with STS operational policies and procedures.

Punishment: At no time will restraints be used in a punitive manner or in a manner that causes detainee undue pain.

Hand Restraint Application: When placing the hand restraints, the double bar of the hand restraint should face toward the ground and the keyhole should face the detainee.

Leg Restraint Application: When placing the leg restraints, the double bar of the leg restraint should face toward the detainee's shin and the keyhole should face the ground.

One Piece Restraint Application: When placing the one piece restraint, the chain is brought up to the detainee's belly button area, with the elongated chain loop end placed in the chain link at the belly button. The hand restraint are then applied through elongated chain loop. When the one piece restraint is applied correctly, the detainee should not be able to put their hands above their head when seated.

Methodology: All detainees will be appropriately strip searched or patted down prior to application of the restraints. Adult subjects (18 years of age or older and in the custody of adult authorities), will always be restrained during transport. Juvenile transportees (normally 17 years of age and younger, but maybe up to 23 years old and in custody of juvenile authorities) will always be restrained during transport, unless requesting agency orders otherwise and Chief agrees with the decision. If at any time a

"No Restraints" situation is determined or gives an indication that he or she will present a risk of any kind, secure the subject, and contact the Chief for further instructions on how to proceed. No officer/agent is allowed to proceed with a "No Restraint" situation without approval from the Chief.

Removal of Restraints: The following are the only ones allowed to order the removal of restraints: a judge/magistrate or member of the court staff; not the subject's lawyer, the agency who ordered the transport or their named designee (you will be informed of the names of those persons), law enforcement/corrections personnel, or the Chief.

RESTRAINT STANDARDS TEST

- Test score pass percentage: 100%
- Number of quiz questions: 7

5.0 SEARCH STANDARDS

SEARCH REQUIREMENTS

Legal Authority and Standards: All searches must be conducted under the appropriate legal authority and standards. Officers/Agents must be diligent in their efforts to protect a detainee's legal rights and treat detainees with respect, dignity, and an appropriate level of privacy.

Decision to Search: Officers/Agents will conduct a search at the time of pick up on all detainees being transported.

Conduct of Search: Searches must be conducted in a professional, thorough, and reasonable manner, consistent with the type of search required. In no case should any complaint, threat of complaint, or physical resistance result in a detainee not being searched, or being searched less thoroughly than is warranted by the circumstances. If a detainee claims he has a medical issue that would hinder the thoroughness of a search, ask for assistance from the facilities' staff.

Responsibilities during Search: Officers/Agents have a responsibility to safeguard detainees during a search. If there is any observed or reported indication that the detainee is injured or in any way may require medical treatment, appropriate medical care must be provided or sought in a timely manner.

COMMUNICATION

General – Communication: All search instructions must be communicated to the detainee in a language or manner the detainee can comprehend. For safety reasons, an explanation of an immediate pat-down for weapons or dangerous objects may be conducted after the search. Officers/ Agents will explain the search process, in general terms, as the search progresses.

GENDER OF SEARCHING OFFICER/AGENT

General – Gender of Officer/Agent: Whenever operationally feasible, officers/agents conducting a search or that are present at a medical examination, must be of the same gender as the detainee, or declared gender as the detainee being searched.

Exigent Circumstances: Cross-gender strip searches or cross-gender visual body cavity searches must not be conducted except in exigent circumstances including consideration of officer safety, or when performed by medical practitioners. When officers/agents of the opposite gender perform a strip search or are present at a medical examination such as a body cavity search or X-ray, it is mandatory that the other officer/agent be present.

PAT-DOWN SEARCH

General – Pat Down Search: An immediate pat-down or Terry frisk is an external search necessary to ensure officer safety. The scope of an immediate pat-down must be limited to those areas on a detainee where an officer/agent suspects a weapon or dangerous object may be concealed. There may be cases where it is necessary to search the ensure detainee to ensure a weapon and/or dangerous object is not present.

STRIP SEARCH

General – Strip Search: A strip search requires a person to remove or arrange some or all clothing to permit a visual inspection of the person's breasts, buttocks, or genitalia related to searches for contraband.

Privacy: All strip searches must be conducted in a manner and location that provides the greatest degree of privacy possible. The number of officers/agents present must be limited to the minimum number needed to conduct and witness the search.

Strip Search Conduct: Generally during a strip search, the detainee being searched should remove their own clothing unless they refuse to cooperate. Officers/Agents should not touch the detainee during a strip search unless the detainee refuses to remove any article of clothing or otherwise impedes the officer/agent in the performance of their duties. In those rare instances where an officer/agent is required to touch a detainee or remove clothing, the circumstances must be documented. If a strip search cannot be performed, then execute a pat-down search.

Communication: Officers/Agents must ensure that the explanation of the search process is in a language or manner the detainee comprehends.

Search of Clothing: Each article of clothing that is removed must be thoroughly searched by the officer/agent.

Search of Prosthetic Devices: Removal of prosthetic devices such as an artificial limb is considered to be part of a strip search. If there is reasonable suspicion that contraband may be concealed within the device, the detainee being searched should remove the device if they can do so without medical assistance. If they cannot, or refuse to do so, the officer/agent must seek the assistance of medical personnel.

Search of Casts: Removal of a cast is considered to be part of a strip search. If there is reasonable suspicion that contraband may be concealed within a cast, officers/agents must take the detainee to a medical facility to have the cast X-rayed and/or removed. Under no circumstances will a cast be probed or removed by an officer/agent while it is attached to a detainee's body.

Search of Splints: Splints that are not able to be removed by the detainee should be removed by a medical practitioner such as a credentialed EMT. If there is any concern for the safety of the detainee, this should be done at a medical facility.

Objects in the Rectal Cavity: Officers/Agents should not ask a detainee to remove an object from the rectal cavity or attempt to remove it themselves. If there is reasonable suspicion that the detainee is carrying contraband in the rectal cavity, officers/agents must consult and receive approval from the Chief for a body cavity search and that search should be conducted by a medical practitioner.

Objects in the Vaginal Cavity: If an object in the vaginal cavity is detected and it is reasonably suspected that the object may contain contraband, officers/agents must stop the search and consult an officer of operational office. If the office concurs that reasonable suspicion exists, the officer may authorize the officer/agent to ask the detainee to voluntarily remove the object. If the detainee refuses to voluntarily remove the object, officers/agents must consult and receive approval from the Chief, and immediately proceed to a medical facility for a body cavity search conducted by a medical practitioner.

BODY-CAVITY SEARCH

General – Body Cavity Search: A body cavity search is any internal search consisting of the visual or physical intrusion into the rectal or vaginal cavity.

Medical Practitioner and Medical Facility Requirement: Officers/Agents are prohibited from conducting physically intrusive body cavity searches. This type of body cavity search should be conducted only under the most exceptional circumstances, and only by medical practitioners at a medical facility.

Supervisory Approval for Body Cavity Searches: Body cavity searches will be conducted only after being approved by the Chief and after obtaining consent or a search warrant. If a qualified medical practitioner determines that immediate action must be taken to protect the health of the detainee, such action is authorized.

Communication: Officers/Agents must ensure that the explanation of the search process is in a language or manner the detainee comprehends.

Use of Restroom: When a detainee who is suspected of internally carrying contraband requests to use the restroom prior to being taken to a medical facility, the detainee will be escorted to a restroom without flushable toilet facilities.

Prohibition on Observation: Only medical practitioners may observe a physically intrusive body cavity search. Officers/Agents may be in the room only for the purposes of corroborating any evidence found and to provide safety and security. Officers/ Agents are prohibited from serving as a medical witness.

Consent: Consent to search must be freely and voluntarily given as it relates to a Body Cavity search before the search is administered. If a detainee refuses a Body Cavity search that is warranted for housing at an agency, then the detainee can't be housed at the agency.

MEDICAL X-RAY SEARCH

General – Medical X-Ray Search: An X-ray search is an internal search consisting of the use of a medical X-ray by medical practitioners to determine the presence of contraband within the body.

Supervisory Approval: An X-ray search will be conducted only after being approved by a supervisor authorized by the operational office's policies and procedures and after obtaining consent or a search warrant. If a qualified medical practitioner determines that immediate action must be taken to protect the health of the detainee, such action is authorized.

Documentation of an X-Ray Search: All X-ray searches, the reason for the search, the authorizing supervisor, the name of the medical facility, and the outcome must be documented in the appropriate electronic system(s) of record.

Medical Practitioner and Medical Facility Requirement: Medical practitioners will conduct an X-ray search at a medical facility. Officers/Agents are prohibited from conducting X-ray examinations or utilizing any CBP equipment to conduct an X-ray examination. Only qualified medical practitioners may read and interpret the X-ray.

Consent: Consent to search must be freely and voluntarily given as it relates to X-rays before the X-ray is administered. Involuntary X-ray searches require a court order. Involuntary X-ray searches will be conducted only under the most extraordinary circumstances, and never on detainees who are pregnant or a detainee who refuses to have a pregnancy test after having been determined by medical personnel to require a pregnancy test. If a detainee refuses an X-ray search that is warranted for housing at a facility, then the detainee can't be housed at that facility.

SEARCH STANDARDS TEST

- Test score pass percentage: 100%
- Number of quiz questions: 6

6.0 PERSONAL PROPERPTY

Monetary Personal Property: Special attention must be given to the security and return of the detainee's cash, currency, negotiable instruments, and debit/ credit cards. The type, amount, and value of all detainee's cash, currency, and negotiable instruments must be recorded and signed as correct by the detainee.

Personal Property and Legal Papers: All personal property (including any U.S. prescribed medications) and legal papers that are in the inmate's possession, or are served upon the inmate during processing, must accompany the juvenile upon transfer to any other agency or facility.

Item Limitations: Property will be limited to the following items so that they can be placed in the provided property bag. Property is limited to the following items:

- Keys
- Eye Wear
- Prescribed medication
- Jewelry of monetary value
- Dentures
- Religious artifacts (ex bible, prayer rug, rosary beads, etc)
- Wallet or Purse w/ contents (ex credit cards, currency, license)

- Securing Strings - Belts, Shoes Laces, Hoddie Strings
- Clothes that one would normally wear in a given season (e.g. jacket, baseball, cap, hat, scarf, long jones, pants, blouse, gloves, etc.)

One item in each category.

Officers/Agents will not take personal property that is not outlined in the Item Limitations List.

Search of Personal Property: Each item of be thoroughly search and potentially taken apart to ensure contraband or dangerous items are not present.

Documentation: A form with a detailed listing of each personal item and a signature from the detainee will be included with the detainees' items. Seal the bag and form and deliver the items to the drop off Agency.

Storage: All personal property must be stored in the rear of the vehicle, away from detainees during transport.

The following items need to be secured/ locked in the cabinet, in the rear of the vehicle.

- Jewelry of monetary
- Prescribed medication
- Currency
- Wallet or purse w/contents (e.g. credit cards, currency, driver license)
- Computers/Smart Devices

Access to personal property during transport by any detainee is prohibited.

PERSONAL PROPERPTY TEST

- Test score pass percentage: 100%
- Number of quiz questions: 5

7.0 MEDICATIONS AND MEDICAL STANDARDS

General - Medications: Officers/Agents may transport detainees that require medications during the transport. Always speak to medical prior to signing and taking control of the detainee to determine whether the detainee is fit to travel.

Duration: The release facility should provide the transport officer/agent with enough prescription medication or over the counter medication to last the entire trip. (no more than 7 days).

Prescription: If you pay to fill a prescription with your credit cards, upload your receipt and email to billing@sts1995.com that a bill for medication needs to be added to the invoice.

Dosage & Schedule: Verify with detainee and the facility the medication schedule. (ie. 1 a day, 2 a day, etc.). The dosage and schedule should be on the bottle for the prescriptions and in writing for over the counter and syringes for diabetics.

Dispensing: Always dispense the medication wearing gloves and using the cap of the bottle or shaking the prescription from envelope to their hand. Never place the medication in your hand and then hand it to the detainee. Give the full syringe to the detainee for injections and make sure to retrieve and dispose of the empty syringe in a safe manner. Be aware that the detainee has a dangerous tool (the syringe) that could be used for escape or to cause harm to you, the public or themselves. Only give medication that was provided by or scripted by the Agency you picked up from.

Documentation: Note on travel log the name of detainee, name of medication, dosage date, and time. When transferring a detainee, officers/agents must ensure that all appropriate documentation accompanies the detainee including all appropriate medical records and medication.

Excess Medication: Any excess medication should be left with the drop-off facility.

No Medication Provided: If the releasing facility refuses to provide medication for the detainee, politely inform the facility that they are to provide enough medication to cover transport, or we may not be able to transport. Contact the Chief for further directions, he will determine if you transport or not. If it is determined to not transport, notify the office staff of the decision not to transport. They will notify the agency who requested the transport of the decision to not transport.

Medical Precautions: If officers/agents suspect that a detainee has an observed or reported medical condition, such as a contagious disease, appropriate protective precautions must be taken, and any required notifications made according to the STS' policies and procedures. In cases where a detainee expresses, either verbally or symptomatically, a desire to harm themselves, officers/agents should always maintain a line of sight with the individual.

Medical Decision Making: Once a detainee is at a medical facility, medical practitioners make all medical decisions which may include medical release or fitness for travel. Officers/Agents have no authority over the detainee's medical treatment but remain responsible for enforcement decisions regarding the detainee.

Medical Watch: Once a detainee is at a medical facility, 1 officer/agents should watch the detainee while the other officer/agent rests. Rotate watch every 6-8 hours. Stay alert and be in uniform at all times.

Medical Prohibition: Except for assistance with lifesaving emergency medical care which they feel comfortable rendering and are trained to render, officers/agents will not administer medical techniques or medicants, unless they are not qualified emergency medical technicians or paramedics rendering care.

Sealed Medical Files/Documents: Under no circumstances should officers /agents open sealed medical files or documents provided by an agency. Sealed files should be delivered to the hiring agency unopened.

Hospital Bills: The agency we transport for is responsible for the bill if the reason for the trip to the ER is for a preexisting illness or injury not caused by STS. In this case, we will forward the invoice to that agency. If it was a result of an accident or injury attributed to STS, we would turn it in to our insurance. If it was caused by the detainee, we inform the hospital it would be the inmate's responsibility to pay the bill.

DETAINEE WITH DIABETES

Interpret Blood Sugar Level: Various factors can lead to elevated blood sugar levels, known as hyperglycemia. These factors include illness, stress, consuming excess food, or insufficient insulin administration.

For most non-pregnant adults with diabetes, the ADA advocates blood sugar levels under 180 mg/dl one to two hours after the start of a meal.

Dietary Recommendations: Always include a protein source. Look for menu items with veggies. Choose options that are higher in fiber. Steer clear of options with trans-fat or high amounts of saturated fat. Avoid high sugar beverages. Don't assume that salads are the best option. They may be lacking in protein or have more carbohydrates than you think.

MEDICATIONS AND MEDICAL STANDARDS TEST

- Test score pass percentage: 100%
- Number of quiz questions: 8

8.0 CONDUCTING TRANSPORT AND ESCORT STANDARDS.

Communication - Office: Officers/Agents transporting detainees must communicate to the office the pickup/drop off time/location and unscheduled stop time/location especially as it relates to the transport of all detainees.

Communication-Pickup/Drop Off Agency: Officers/Agents are required to call the pickup/drop off agency they are picking up/dropping off at least 24 hours prior to pickup/drop off and the morning of the pickup/drop Off.

Prior to pickup (24 hrs. prior or morning/day of), the officer/agent must conduct a detainee transport assessment to evaluate each detainee's safety, known or reported medical or mental health issues and level of risk to themselves, other detainees, and staff. This information can be gathered by speaking both to Booking and Medical.

Communication with Booking: The officer/agent should speak to Booking to let them know your estimated arrival time and if there is anything important, they need to know about the detainee.

Communication with Medical: The officer/agent should speak to Medical to ask the medical condition/needs of the detainee to conduct a safe transport.

Detainee Transport Assessment: Before taking custody of a detainee, officers/agents shall assess the detainee to determine if they may be considered at risk detainee and therefore potentially difficult to transport safely.

At-Risk Indicators: If a transport assessment indicates that a detainee could be an at-risk detainee officers/agents must exercise particular care during transport.

Unsecured Vehicles: Using an unsecured vehicle to transport should be avoided. However, circumstances may require officers/ agents to use an unsecured vehicle to transport. Detainees should

sit in the rear of the vehicle and the officer/agent should disable the doors/windows from being opened from inside by the detainee.

Clothing/Attire: Detainees should not be transported wearing shoelaces, belts, strings in hoodies, pants or shorts, hoodie, jewelry (except wedding bands) or hairclip. Detainees should be in brightly colored clothing when appropriate.

Personal Property Access: Personal property shall be signed, sealed, not accessible to detainees and never opened during transport.

Seatbelts: All STS employees in all seats of any motor vehicle used on official business must have their seatbelt properly fastened at all times when the vehicle is in motion. This includes STS-owned and leased vehicles and rental vehicles operated by STS employees while on temporary duty or travel status. Detainees should be reminded to wear their seatbelts when the vehicle is in motion.

Safety and Security: Officers/Agents must maintain a clear view of immediate confinement areas to the extent permitted by the transport vehicle and remain alert to behavior that could jeopardize the safety and security of the officers/agents, detainees, and the public. A visual check on the detainees should be done at least every 15 minutes. In the event a transport vehicle contains more than one officer/agent, the secondary officer/agent is responsible for detainee oversight during transport. When opening sliding doors to allow access to detainee(s), one agent should move with the sliding door while opening it and the other agent should stand in front of the door ready to receive the detainee(s).

Scheduled/Unscheduled Stops: Detainees are only allowed to exit a transport vehicle, while secured and monitored, during the following scheduled/unscheduled scenarios: Temporary Housing, Drop off, Restroom Break or Emergencies. Detainees are not allowed to smoke or vape during transport.

Meals: Meals and/or snacks will be made available during any transfer that exceeds six hours for juveniles and eight hours for adults or when a transport is happens over breakfast time (~8am), lunch time(~12pm) or dinner time (~5pm) and the detainee was not feed the breakfast, lunch or dinner meal. Detainees will be fed in the transport vehicle or an an agency

Temperature: Officers/Agents should maintain vehicle temperature within a reasonable and comfortable range for both detainees and officers/ agents. Under no circumstances will officers/agents use temperature controls in a punitive manner.

Gender of Transporting Officer/Agent: Whenever operationally feasible, transport/escort must be conducted by two officers/agents with the primary interaction be led by the agent by the agent being of the same gender as the detainee or detainee declared gender identity.

Gender of Escorting Officer/Agent: Whenever operationally feasible, escorts must be conducted by one agent being of the same gender as the detainee or detainee declared gender identity.

Escorting: When escorting, officers/agents should have the detainee walk on the opposite side of their holstered firearm and try to keep one hand on the detainee's upper arm for safety and control.

Surrender to Authorized Agents: Agents must turn over custody of the inmate to the requesting agency or its duly authorized agents. Custody must not be surrendered without first verifying the identification of persons to whom custody is being transferred.

COMMERCIAL AIR TRANSPORTATION

Flight Seating Arrangement: Immediately after ticket purchase, contact airline and ensure both officers/agents and the detainee are seated together and in the very last row of the plane (at this time, inform Customer Service you will be travelling unarmed). Confirm the seating arrangement during check-in (at this time, inform the Check-In agent you are unarmed). The detainee should be seated between the agents (3 seat row configuration) or in the window seat, and one officer/agent should be seated next to him/her, and one officer should preferably be directly in front of him/her (2 seat row configuration).

Arrival Time: Arrive at the airport at least three (3) hours prior to your departure time to ensure that all seating plans are set correctly.

Restraints: Prisoner must be handcuffed with belly chain and leg shackles in place upon arrival to airport. Remove leg shackles after passing through security, but before going to the boarding area. Leg shackles shall be placed back on the detainee before leaving the secure area of the airport upon arrival at your destination. Handcuffs should be concealed by using a windbreaker jacket with the pockets cut out and the handcuffs put on underneath the jacket or with a newspaper draped over the handcuff.

Security: Prior to departure, report to airport police or security and advise them what time your flight leaves, the airlines you will be flying with, and request, if necessary, they escort you and your prisoner to the proper gate when the time comes for boarding. If there is going to be a delay, request that they hold your detainee in a holding cell or secure area away from the public, if necessary, until departure time. Always stay with the detainee.

Communication – Gate Agent: Request that you and the detainee board be allowed to board first to allow time to get the detainee seated. Ask the Gate Agent to notify the flight attendant and Captain that you are transporting a detainee and what seats you are occupying.

Communication - Flight Attendant: If necessary, have the flight attendant have the captain contact the airport police or security at your destination and request them to have an officer meet you as you get off the plane.

Escort Positioning Officers/Agents should be on either side of the detainee or one officer/agent in front and one officer/agent should be on the side of the detainee. When escorting, officers/agents should have the detainee walk on the opposite side of their holstered firearm and try to keep one hand on the detainee's upper arm for safety and control. When you arrive at the Gate, find seating away from the other passengers and ask the detainee if they need to use the restroom.

Exiting the Plane: You and the detainee should be the last ones to leave the plane. Do not get out of your seats until the other passengers have left the plane.

DOCUMENATION OF TRANSPORT

General - Documentation of Transport: All custodial actions, notifications, and scheduled and unscheduled stops that occur after the detainee has been pick up from a facility must be accurately recorded as soon as practicable/possible. The officer/agent record must contain the information listed below:

- Name of each detainee
- STS Tracking Number for each detainee
- Date and time pick up/departing from facility.
- Officer's/Agent's name
- Supervisor's name at facility who is releasing detainee
- Personal belongings secured, receipted, and/or returned
- Medical care requested/provided/declined
- Visual and/or verbal checks completed
- Times, type and reason for scheduled and unscheduled stop
- Transporting agency, personnel identification, and mode of transportation

CONDUCTING TRANSPORT AND ESCORT STANDARDS TEST

- Test score pass percentage: 100%
- Number of quiz questions: 5

9.0 AT-RISK DETERMINATION PROCESS

General – Transport Assessment Before taking custody of a detainee, officers/agents shall assess the information before them to determine if the detainee may be considered an at-risk detainee, or at risk of posing a threat to others.

This assessment should be conducted at least 24 hours prior to pick up (done during the 24 hour call). The officer/agent should speak to both Booking and to Medical to ensure you are prepared to pick and transport the detainee safely.

Privacy: Efforts should be taken to ensure that all assessments are conducted in a way that provides detainees the greatest level of privacy possible. Officers/Agents will disclose this information only to those personnel with a need to know such as booking and medical individuals at housing facilities.

Assessment Questionnaire: This assessment will include:

- Whether the detainee has or demonstrates a mental, physical, or developmental disability;
- Whether the detainee has an observed or reported serious physical/mental injury or illness;
- The age of the detainee;
- Whether the detainee is pregnant or nursing;
- The physical build and appearance of the detainee;
- The detainee's own stated concerns about his or her physical safety;
- Whether the detainee has self-identified as transgender;
- Whether the detainee has self-identified as having previously experienced sexual victimization;
- The detainee's risk of being sexually abused by other detainees;
- Whether a detainee may be sexually abusive toward other detainees; and
- Whether the detainee has previously been incarcerated or detained (this should include the nature of the detainee's criminal or violent history, and/or gang affiliation, and whether the detainee has any convictions for sex offenses against an adult or child).

AT-RISK DETERMINATION PROCESS TEST

- Test score pass percentage: 100%
- Number of quiz questions: 4

10.0 AT RISK POPULATIONS

GENERAL

At-Risk Populations: Individuals that may require additional care or oversight, may include: juveniles; pregnant individuals; those known to be on life-sustaining or life-saving medical treatment; those at higher risk of sexual abuse (including but not limited to gender nonconforming, intersex, and transgender); reported victims of sexual abuse; those who have identified mental, physical or developmental disabilities; those of advanced age; or family units.

General Standard: STS staff will treat all at-risk populations with dignity, respect, and special concern for their particular vulnerability.

Communication: Extra efforts may be required to ensure an at-risk detainee's ability to comprehend officer/agent instructions, questions, and applicable forms.

Personal Property and Legal Papers – Juveniles: All personal property (including any U.S. prescribed medications) and legal papers that are in the juvenile's possession, or are served upon the juvenile during processing, must accompany the juvenile upon transfer to any other agency or facility.

Detainees with Communication Disabilities: Officers/Agents should take steps to communicate with detainees who have communication disabilities (e.g., detainees who are hearing impaired, those who are blind or have low vision, or those who have intellectual, psychiatric, or speech disabilities) in an effective manner, utilizing available auxiliary aides and services, such as access to in-person, telephonic, or video interpretive services.

TRANSPORT

Gender of Transport Officer/Agent: The transporting of at-risk detainees must be conducted by two officers/agents with at least one officer/agent of the same gender as the detainee or detainee identified gender identity. When transporting at-risk detainees of the opposite gender or gender identity, transportation staff must notify the STS office their time of departure, all unscheduled/scheduled stops and then do so again upon arrival, and other relevant information according to the STS' policies and procedures.

Transport of Family Units and Adult Females: Adult females must be separated from adult males and transported in a separate a passenger compartment away from adult males. In general, family units will not be transported together, they will be in separate transported in separate transport vehicles unless authorized by STS Chief.

Child Safety Restraints: All juveniles must be transported as safely as possible given the circumstances, which must include the use of child safety restraints if required by law, when available.

Notification of Accompanying Adult: Whenever possible, officers/agents must inform or notify any accompanying adult relative or legal guardian when the transport of a juvenile to a medical facility is necessary for an X-ray search, body cavity search, or MBM. Such persons may be allowed to be present at the medical facility at the discretion of the Chief and consistent with the operational office's policies and procedures.

SEARCH

Gender of Searching Officer/Agent: Whenever operationally feasible, officers/agents conducting a search, or present at a medical examination, must be of the same gender, gender identity, or declared gender as the detainee being searched.

Gender Determination: Officers/Agents must not search or physically examine a detainee for the sole purpose of determining the detainee's gender-related characteristics. If the detainee's gender is unknown, officers/agents will ask the detainee their gender or gender identity. If the detainee declines to state their gender, the gender indicated on the paperwork will be assumed.

Search of Individuals– Juvenile: When a search involves a juvenile, prior supervisory authorization must be obtained in all cases with the exception of pat-down searches. Although officers/agents have the same authority to search a juvenile as to search an adult, officers/agents should weigh all factors before requesting authorization to further search a juvenile.

Visual Body Cavity Search – Juvenile: Officers/ Agents must not conduct visual body cavity searches of juveniles and, instead, shall refer all such body cavity searches of juveniles to a medical practitioner.

Accompanying Adult: If an adult parent or legal guardian accompanies the juvenile, officers/agents will not transport them with the juvenile. We only transport the court ordered individual.

Adult Consent and Presence: If a strip search, X-ray search or body cavity search is necessary during the processing of a juvenile, officers/agents must contact the STS Chief before any search is conducted.

USE OF RESTRAINTS

General: The use of restraints on at-risk detainees must be in a manner that is safe, secure, humane, and professional. It is the responsibility of officers/ agents to ensure that the need and level of restraints used is consistent with the STS policies and procedures. At no time will restraints be used in a punitive manner or in a manner that causes a detainee undue pain.

Pregnant/Juvenile Detainees: Barring exigent circumstances, officers/agents must not use restraints on pregnant detainees or juveniles (normally under the age of 18) unless they have demonstrated or threatened violent behavior, have a history of criminal and/or violent activity, or an articulable likelihood of escape exists. Even in the extraordinary circumstance when restraints are deemed necessary, no detainee known to be pregnant will be restrained in a face-down position, on her back, or in a restraint belt that constricts the area of the pregnancy. Notify the Chief before these detainees are transported to confirm the non-use of constraints. All exceptions must be documented, including the facts and the reasoning behind the decision.

Post-Delivery Recuperation: A detainee in post-delivery recuperation must not be restrained absent extraordinary circumstances that render restraints absolutely necessary.

Active Labor or Delivery: Restraints are never permitted on detainees who are in active labor or delivery.

AT RISK POPULATIONS TEST

- Test score pass percentage: 100%
- Number of quiz questions: 7

11.0 SEXUAL ABUSE VICTIMIZATION

General – Sexual Abuse Victimization: Sexual abuse includes sexual abuse and assault of a detainee by another detainee; and sexual abuse and assault of a detainee by a facility member, contractor, or volunteer.

Heightened Protection: Officers/Agents must provide detainees identified under the at-risk determination process to be at high risk of sexual abuse victimization, with heightened protection. This includes continuous direct sight and sound supervision.

Imminent Risk: When an officer/agent has a reasonable belief that a detainee is subject to a substantial risk of imminent sexual abuse, he or she shall take immediate action to protect the detainee.

Disabilities: Detainees with disabilities (e.g., detainees who are hearing impaired, those who are blind or have low vision, or those who have intellectual, psychiatric, or speech disabilities), must have access to STS efforts to prevent, detect, and respond to sexual abuse. When necessary to ensure effective communication with detainees who are hearing impaired, intellectual disabilities, limited reading skills, or who are blind or have low vision such steps must include providing access to services that enable effective, accurate, and impartial interpretation.

Prohibition against Retaliation: STS staff must not retaliate against any person, including a detainee, who alleges or complains about mistreatment, participates in an investigation into an allegation of holding facility misconduct, including sexual abuse, or for participating in sexual activity as a result of force, coercion, threats, or fear of force.

Officer/Agent Responder Responsibilities: Upon learning of an allegation that a detainee was sexually abused, the transport officer/agent to respond to the report must:

- Notify the STS Chief and appropriate law enforcement agency.
- Separate the alleged victim and abuser/assailant.
- Preserve and protect, to the greatest extent possible, any crime scene until appropriate steps can be taken to collect any evidence;
- Request that the alleged victim not to take any actions that could destroy physical evidence, including, as appropriate, washing, brushing teeth, changing clothes, urinating, defecating, smoking, drinking, or eating if the sexual abuse occurred within a time period that still allows for the collection of physical evidence; and
- Ensure that the alleged abuser/assailant does not take any actions that could destroy physical evidence, including, as appropriate, washing, brushing teeth, changing clothes, urinating, defecating, smoking, drinking, or eating if the abuse occurred within a time period that still allows for the collection of physical evidence.

Access to Medical Services: Detainee victims of sexual abuse must have timely, unimpeded access to medical treatment and crisis intervention services, including sexual assault forensics medical exam, emergency contraception and sexually transmitted infections prophylaxis, in accordance with professionally accepted standards of care. The forensic medical examination should be done by qualified health care personnel.

SEXUAL ABUSE VICTIMIZATION TEST

- Test score pass percentage: 100%
- Number of quiz questions: 3

12.0 SCHEDUELED/UNSCHEDUELED STOP STANDARDS

General - Scheduled/Unscheduled Stops: Officers/Agents will need to make Scheduled (Pick Up, Temporary Housing, Drop Off) stops as well as Unscheduled Stops (Refuel, Mealtime, use Restroom Facility, Emergency Situations). Detainees are only allowed to exit a transport vehicle (while secured and monitored) during the following scheduled/unscheduled stops: Restroom Break, Temporary Housing, Drop Off or an Emergency Situation.

MEALTIME

General - Meals: Food and drink should never be withheld as punishment. Food must be provided in edible condition (not frozen, expired or spoiled).

Meal and Snacks - Adult: Adult detainees will be provided with food at regularly scheduled mealtimes. All meal service must be documented and at least one (1) of these three (3) meals listed below must be a hot meal.

- Breakfast: when travel begins at or before 6:00am on the first day of travel or extends beyond 9:00am on the last day of travel and for any intervening days.
- Lunch: when travel begins at or before 10:00am on the first day of travel or extends beyond 2:00pm on the last day of travel and for any intervening days.
- Dinner: when travel begins at or before 4:00pm on the first day of travel or extends beyond 8:00pm on the last day of travel and for any intervening days.

Snacks or just drinks, are not mandatory food for adult detainees unless medically required/needed.

Meals Timeframe – Juveniles, Pregnant, and Nursing Detainees: Juveniles and pregnant detainees will be offered a snack upon arrival and a meal at least every six hours there are, at regularly scheduled mealtimes. At least two of those meals will be hot. Juveniles and pregnant or nursing detainees must have regular access to snacks, milk, and juice.

Requests: When an adult detainee requests a snack or food before the next food service, officers/agents may grant the request on the basis of the circumstances.

Payment: Only officers/agents should pay for a detainee's meals. Bystanders should never pay for detainee meals.

Dietary Restrictions: Officers/Agents should remain cognizant of a detainee's religious or other dietary restrictions.

RESTROOM FACILITIES/OPEN AREAS

General - Restroom Facilities: Restroom accommodation will be available to all detainees and a reasonable amount of privacy will be ensured. All detainees will be monitored when using the restroom facility.

Privacy: Officers/Agents must make a reasonable effort to afford privacy to all detainees of the opposite gender consistent with the prohibition on voyeurism.

Unsecured Restroom: There will be times when an unsecure restroom is the only option for restroom use. Officers/Agents should notify the facility employee for the need. Survey the route to the restroom as well as the restroom itself for possible trip hazards or security issues. Maintain visual of inmate during procedure. If the agent choices to allow the detainee a free hand; only release their weak hand.

Open Area Security: Additional caution must be exercised to ensure the safety of the public and staff in open areas. Officers/ Agents must exercise due diligence to safeguard their firearms and other weapons. Staff must also be aware of all potential exit points can utilized for escape.

TEMPORARY HOUSING

General – Temporary Housing: At times, we may be required to temporarily house a detainee at a law enforcement agency. Officers/Agents will only house a state or local recognized law enforcement agencies. Officers/Agents will adhere to and respect the facilities protocols.

Detainee Access/Requests: Agent/Officer should request that detainees be given no access to tobacco products, a phone, their personal belongings or tell them where they are housed.

Communication: Agent/Officer should indicate the time when they will pick up in the morning (6-8) if possible and reasonable. They should also provide the location of their housing and their contact information. Agent/Officer should indicate if it's a new team that will pick up, the time the new team will pick up and who the new team will be.

Documentation/Property: Agent/Officer should leave a copy of the original detainee paperwork and property bag with the facility when another team is picking up the detainee.

SCHEDUELED/UNSCHEDUELED STOP STANDARDS TEST

- Test score pass percentage: 100%
- Number of quiz questions: 5

13.0 EMERGYENCY SITUATIONS STANDARDS

General – Emergency Situations: This policy outlines the procedures for transporting staff to follow in an en-route emergency and proper documentation procedures after an emergency. It is understood that based on the totality of the circumstances, different officers/agents may have different responses to the same situation, any of which may be both reasonable and necessary. Actions taken during an emergency situation must reflect the totality of the circumstances surrounding the situation, including the presence of imminent danger to the officers/agents or others.

Responsibilities: During an emergency situation, the primary responsibilities of the officers/agents are the safety of the general public, STS personnel and the detainees. All STS Personnel must also adhere to Federal Motor Carrier Safety Regulations and Guidelines.

Notifications: Contact appropriate law enforcement agency, 911, Chief and/or additional emergencies services (ambulance, fire station) for support. The office will notify the requesting agency of the incident, outcome and when transport will resume via email. Note: Notification is not necessary when officer/agent experiences a minor vehicle failure that does not cause a significant delay in delivery of the detainee.

Imminent Loss of Life: If an emergency situation is life-threatening, officers/agents will take immediate action to address the situation and make appropriate notifications.

Unconscious or Unresponsive Detainee: If a detainee becomes unconscious or unresponsive during transport, officers/agents will immediately get emergency medical services, and render aid. If a detainee is pronounced dead by qualified medical personnel, officers/agents must make appropriate notifications.

Illness or Injury: If a detainee becomes ill or injured prior to boarding the vehicle or while in transit, officers/agents must alert the STS Chief. If deemed appropriate, emergency medical services must be sought out.

External Threat: Officers/Agents should request immediate assistance and take appropriate action to mitigate the situation. If the vehicle is incapacitated, officers/agents will do everything possible to protect the safety of everyone in the vehicle.

Escape: In the event of an escape, pursuit of the escapee by officers/agents should only be conducted when it does not jeopardize the security of the remaining detainees or members of the public. Officers/Agents must notify appropriate law enforcement agencies that have jurisdiction with a description of the subject and known biographic data, notify the STS Chief and make appropriate additional notifications that are deemed appropriate/prudent.

Officer Involved Shooting: In the event an Officer/Agent has fired his duty weapon and hit a prisoner/bystander, officers/agents must secure the area, obtain medical assistance for anyone who may be injured, and request assistance from the appropriate law enforcement agency. Officers/Agents must make appropriate notifications to STS Chief, Office, etc.

Fire: In case of a vehicle fire, officers/agents must immediately stop the vehicle and evacuate the detainees in a safe and orderly fashion. Officers/ Agents are responsible for maintaining accountability/line of sight of all detainees, and request assistance from the local fire department and law enforcement agency.

Natural Disasters: In the event of a natural disaster, officers/agents must contact the appropriate authorities to assess current conditions along the planned route. If driving conditions are unlikely to improve, transport must be delayed until the emergency has passed. If officers/agents are in transit and a natural disaster occurs, officers/agents must stop the vehicle in a safe area, take appropriate actions for the safety and security of all employees and detainees, make appropriate notifications to the Chief and office, and await further instructions. Should it become necessary to exit the vehicle, the detainees must be maintained in a safe area. Officers/Agents must maintain a heightened state of alertness for the duration of the emergency. When the emergency has passed, the officers/agents must return all detainees to the vehicle while ensuring accountability of all detainees.

Traffic Accident: In the event of a traffic accident involving the transport vehicle, officers/agents must secure the area, obtain medical assistance for anyone who may be injured, and request assistance from the appropriate law enforcement agency. Officers/Agents must make appropriate notifications to STS Chief, Office, etc.

Vehicle Failure: If a vehicle develops serious mechanical problems en route, officers/agents will take appropriate actions for the safety and security of all detainees and make appropriate notifications.

Disturbances by Detainees: If a detainee becomes violent or creates a disturbance that affects their or another individual's safety and security, officers/ agents will take appropriate action to de-escalate the situation and make appropriate notifications.

Incident Report: A written incident report is required any time an emergency occurs. These reports are due immediately and should be sent to the Chief/Office.

EMERGYENCY SITUATIONS STANDARDS TEST

- Test score pass percentage: 100%
- Number of quiz questions: 5

14.0 FIREARM AND USE OF FORCE STANDARDS

FIREARMS

General – Firearms: Firearms will be carried by officers/agents who complete training regarding the legal, moral and ethical aspects of firearms use; safety in handling firearms and proficiency in the use of their individual weapon. Proficiency will include meeting primary standards in gun handling judgment and decision-making and accuracy.

Firearm Condition - It's the responsibility of the officer/agent to ensure the weapon they carry on duty is in proper working condition while on duty.

Firearm Situational Awareness: When handling detainees, you will be in close contact with them. Pay attention to what is going on around you. You need to always be aware of your surroundings, even more so when you have got a weapon open on your hip. Always cover or shade your weapon when it's holstered to avoid making access to your weapon easy when in close contact with a detainee. If possible, escort the detainee on the opposite side of your holstered weapon.

TRAINING

Approach: STS uses a certified firearm instructor to train agents how to safely use a firearm. Agents can either meet with an instructor for safety training and proficiency techniques or go directly to firearm qualification. The specific path for each agent is determined by Chief who evaluates their gun handling technique.

Firearm Qualification: Instructor lead firearm qualification will occur once per year. Failure to pass a qualification will lead to a grade reduction in base pay, inability to carry a firearm while on duty and limited transport opportunities. Pay will be restored when the Officer/Agent passes firearm

qualification. Officers/Agents will be responsible for paying all costs related to passing firearm qualification after the initial failure.

Firearm Proficiency: A firearm proficiency assessment will occur when individuals are selected for drug screening. Officers/Agents are required to go to the range, fire their weapon and submit a target (or image of the target) showing 20 rounds have hit the shaded area inside a target from 10 yards away within a month of being selected for drug screening. Failure to submit your target can lead to demotion, reduction in pay and/or limited transport opportunities.

Timing: Firearm qualification occurs annually and for new hires begins 0-60 days after hire. Firearm proficiency testing happens quarterly when agents are selected for Drug Screen Testing.

Security: Agent's firearm must be secured in a lock box (if they have not passed the STS firearm qualification test) while in an STS vehicle. Agents must always follow all local State/Federal Laws while carrying a firearm on or off duty. When off duty and out of state, secure your empty firearm and rounds in a gun lock box.

USE OF FORCE

General – Use of Force: To prevent the possibility of serious injury to staff, detainees and the public, only reasonable force should be used to control a detainee or to prevent a detainee from escaping from our custody. Force may not be used at any time to punish a detainee or other persons.

Authority: Authority for the use of force and security equipment shall rest with the Chief. Officers/Agents are authorized and should use reasonably necessary force when an escape is in progress and it is evident that escape may ensue, or that danger to persons or damage to property may ensue. Physical force, security equipment and restraint equipment are to be used as control measures as needed; they shall never be used as a means of punishment.

Emergency Situations: In an emergency situation where it is not possible to seek appropriate authorization, an officer/agent shall use reasonable, necessary force. All uses of force will be reported immediately.

1st Level of Force - Verbal Instructions: In most situations, verbal instructions to detainees to stop inappropriate behavior should be the primary first level of force attempted by officers/agents. Verbal instructions should be given in a confident, strong voice and instructions should be simple and easily understood.

2nd Level of Force - Physical Force/SABRE Stun Gun: If verbal instruction is not enough to control a situation, the next level of force would be physical, using the officers/agents hands or non-lethal weapon (e.g. SABRE Stun Gun). Physical Force is justified to subdue unruly detainees, separate detainees in a fight, in self-defense, to defend staff, detainees, or other persons, and to prevent detainees from escaping from our custody. Use of the SABRE Stun Gun is justified only in self-defense, to defend staff, detainees, or the general public, and to prevent detainees from escaping.

Amount of Physical Force: The amount of physical force employed shall be only as much as is reasonable and necessary to gain control of detainees, or situations and/or to stop the threat of imminent harm to another person(s) or damage to property. When the detainee stops fighting or resisting, stop the use of physical force.

Duration of SABRE Stun Gun: The duration of time a detainee is subject to the shock from a SABRE Stun Gun shall be only as much as is reasonable and necessary to gain control of detainees, or situations and/or to stop the threat of imminent harm to another person(s) or damage to property. When the detainee stops fighting or resisting, stop the use of the SABRE Stub Gun.

3rd Level of Force - Deadly Force: Deadly force is defined as any physical force a reasonable person would consider likely to result in loss of life or would likely inflict great bodily harm. Deadly force shall only be used in situations where there is imminent danger of death or great bodily harm to detainee, officers/agents or other persons (K.S.A. 21-3211).

Medical Care: Medical response is appropriate any time the detainee alleges injury or is not conscious. Medical response is appropriate any time the officer/agent can see or otherwise detect physical injuries suffered by the detainee. Any detainee or other person injured by gunfire requires an immediate medical response.

Post Force Care: After a use of force, the detainee upon whom force was used will be checked for physical injuries. During post care procedures, officers/agents will speak slowly but firmly to calm and de-escalate the situation. Check the restraints and do a pat down search if warranted.

Incident Report: A written incident report is required any time physical or deadly force is used by Officers/Agents. These reports are due immediately and should be sent to the Chief/Office.

FIREARM AND USE OF FORCE STANDARDS TEST

- Test score pass percentage: 100%
- Number of quiz questions: 6

15.0 BASIC MAP READING

COMPONENTS OF MAP

Title: Identifies the map's purpose and the area it represents.

Scale: Map scale refers to the relationship (or ratio) between the map distance and the actual distance. For example, one inch represents 100 miles. By using the scale, you can plan your route and estimate how long it will take to reach your destination.

Legend: Also referred to as a key, provides information about the symbols and colors used on the map.

Orientation: Indicates the direction of north on the map.

Grid: Columns are often lettered and rows are often numbered. The index will list the column and row number to show you the location so you can plot your course.

Index: An alphabetical list of cities listed on a particular map. Alongside each location, you will find a letter and/or number column and row location. These locations correspond to the grid located on each map.

Coordinates: The system used to identify a specific location on the map, often using longitude and latitude.

Colors: Cartographers use many color schemes for different purposes. Always refer to the legend for an explanation of the colors on the map.

Contour Lines: Some maps depict changes in elevation. In addition to roads and landmarks, you will see wavy and meandering brown lines representing a given elevation as it falls upon the contours of the landscape.

Neatline: The boarder of a map. Many road maps contain offsets of major cities that show details like local roads and landmarks.

ORIENTATING A MAP

North-South Orientation: Align the map so that the north is pointing up.

Compass Orientation: Orienting the map based on your current location and the direction you want to go.

Map Orientation: Orienting the map based on physical landmarks and features in the area.

BASIC MAP READING TEST

- Test score pass percentage: 100%
- Number of quiz questions: 4

16.0 DEFENSIVE DRIVING

Speeding: Driving more than 5 MPH over the speed limit is not allowed. STS will not pay speeding violations.

** Watch Defensive Driving video**

DEFENSIVE DRIVING TEST

- Test score pass percentage: 100%
- Number of quiz questions: 5

Page 13

THIS CERTIFIES THAT

Security Transport Services, Inc

NMSDC
National Minority Supplier Development Council

* Nationally certified by the: **MOUNTAIN PLAINS MINORITY SUPPLIER DEVELOPMENT COUNCIL**

*NAICS Code(s): 485999

* Description of their product/services as defined by the North American Industry Classification System (NAICS)

04/26/2024	MP06525
Issued Date	**Certificate Number**
04/26/2025	
Expiration Date	

Ying McGuire
NMSDC CEO and President

Stan Sena, President/CEO

By using your password (NMSDC issued only), authorized users may log into NMSDC Central to view the entire profile: http://nmsdc.org

Certify, Develop, Connect, Advocate.

* MBEs certified by an Affiliate of the National Minority Supplier Development Council, Inc.®

Page 13

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 Security Transport Services Inc certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C.Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signature of Contractor's/Authorized Official

John Comissiong
President, Owner

Name and Title of Contractor's Authorized Official

11/18/2025

Date

REQUIRED FORM
Bidder: Please complete this form and include with bid submission.

DEBARMENT/SUSPENSION CERTIFICATION

Non-Federal entities and Contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, Debarment and Suspension (1986) and Executive Order 12689, Debarment and Suspension (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (No procurement Debarment and Suspension).

This requirement applies to all FEMA grant and cooperative agreement programs.

Federal Executive Order (E .O.) 12549 "Debarment" requires that all Contractors receiving individual awards, using federal funds, and all sub recipients certify that the organization and its principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from doing business with the Federal Government. By signing this document, you certify that your organization and its principals are not debarred. Failure to comply or attempts to edit this language may disqualify your bid. Information on debarment is available at the following websites: www.sam.gov and https://acguisition.qov/far/index.html see section 52.209-6.

The Contractor Security Transport Services Inc certifies or affirms by your signature that neither you nor your principal is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

Signature of Contractor's Authorized Official

John Comissiong, President, Owner
Name and Title of Contractor's Authorized Official

11/18/2025
Date

REQUIRED FORM
Bidder: Please complete this form and include with bid submission.

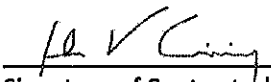
CIVIL RIGHTS COMPLIANCE PROVISIONS (CONTINUED)

Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a Subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of Contractors and Subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a Contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon Contractors and Subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.



Signature of Contractor's Authorized Official

John Comissiong, President, Owner

Name and Title of Contractor's Authorized Official

11/18/2025

Date

REQUIRED FORM
Bidder: Please complete this form and include with bid submission.

Entity Workspace Results 1 Total Results

SECURITY TRANSPORT SERVICES, INC.

Unique Entity ID: XNN4C4GAHSH5

CAGE/NCAGE: 4AW43

Entity Status: Inactive Registration

Doing Business As:

Physical Address:
1643 SW 41ST ST
TOPEKA, KS
66609-1250 USA

Expiration Date:
Dec 15, 2023

Purpose of Registration:
All Awards

Page 35

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Security Transport Services Inc
Topeka, KS United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Jefferson County

DRAFT

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

IFB 25-049/CG
Prisoner Transport

4 Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party. [X]

6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(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)

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 11/4/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Becca A Dingwell
INSPRO, a Marsh & McLennan Agency LLC, Company 4000 Pine Lake Road Lincoln NE 68506	PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: Becca.Dingwell@MarshMMA.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Indian Harbor Insurance Compan	36940
INSURER B : HUDSON INSURANCE COMPANY	25054
INSURER C : Lexington Insurance Company	19437
INSURER D : NorthStone Insurance Company	13045
INSURER E : LM Insurance Corporation	33600
INSURER F : Travelers Excess and Surplus L	29696

INSURED: Comissiong Inc dba Security Transport Services, 1643 SW 41st St, Topeka KS 66609 — COMIS

COVERAGES **CERTIFICATE NUMBER:** 1288437431 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			ESG005903804	5/11/2025	5/11/2026	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
	X 25,000						MED EXP (Any one person)	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY	$ 1,000,000
	POLICY X PRO-JECT LOC						GENERAL AGGREGATE	$ 2,000,000
	OTHER:						PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
B	AUTOMOBILE LIABILITY			HST00023804	5/11/2025	5/11/2026	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY X SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
C	UMBRELLA LIAB OCCUR			018303194	5/11/2025	5/11/2026	EACH OCCURRENCE	$ 2,000,000
	X EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 2,000,000
	DED X RETENTION $ 10,000							$
D E	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) Y / N: Y If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		WCN6011612 WC533SB2665P015	2/8/2025 2/8/2025	2/8/2026 2/8/2026	X PER STATUTE OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
F G	Cyber Liability Professional Liability/ Errors & Omissions			CYB10809568101 EKI3586952	8/13/2025 10/16/2025	8/13/2026 10/16/2026	Limit Each Occurrence Aggregate	$2,000,000 $1,000,000 $2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Insurer G: Scottsdale Indemnity Company #15580

CERTIFICATE HOLDER

For Information Only

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.

BIDDER INFORMATION FORM

Instructions: Complete the form below. Please provide legible, accurate, and complete contact information. PLEASE PRINT.

Bid Number & Name: (IFB 25-049/CG) Term Contract for Prisoner Transportation Services for Jefferson County

Bidder's Company/Business Name: Security Transport Services Inc

Bidder's TAX ID Number: 48-1170298

***If Applicable*:** **HUB Vendor No.** _____ **DBE Vendor No.** _____

Contact Person: John V Comissiong **Title:** President, Owner

Phone Number (with area code): (785) 267-3030

Alternate Phone Number if available (with area code): _____

Fax Number (with area code): (785) 267-7402

Email Address: pres-owner@sts1995.com

Mailing Address (Please provide a physical address for bid bond return, if applicable):

_____
Address

_____
City, State, Zip Code

REQUIRED FORM
Bidder: Please complete this form and include with bid submission.

OFFER AND ACCEPTANCE FORM
OFFER TO CONTRACT

To Jefferson County:

We hereby offer and agree to furnish the materials or service in compliance with all terms, conditions, specifications, and amendments in the Invitation for Bid and any written exceptions in the offer.

We understand that the items in this Invitation for Bid, including, but not limited to, all required certificates are fully incorporated herein as a material and necessary part of the contract.

The undersigned hereby states, under penalty of perjury, that all information provided is true, accurate, and complete, and states that he/she has the authority to submit this bid, which will result in a binding contract if accepted by Jefferson County.

We acknowledge receipt of the following amendment(s): _____, _____, _____, _____.

I certify, under penalty of perjury, that I have the legal authorization to bind the firm hereunder:

Security Transport Services Inc
Company Name

1643 SW 41st Street
Address

Topeka | Kansas | 66609
City | State | Zip

Signature of Person Authorized to Sign

John V Comissiong
Printed Name

President, Owner
Title

For clarification of this offer, contact:

John Comissiong, President, Owner
Name & Title

(785) 267-3030
Phone | Fax

pres-owner@sts1995.com
E-mail

REQUIRED FORM
Bidder: Please complete this form and include with bid submission.

JEFFERSON COUNTY PURCHASING DEPARTMENT
Deborah L. Clark, Purchasing Agent

1149 Pearl Street
1st Floor, Beaumont, TX 77701

OFFICE MAIN: (409) 835-8593
FAX: (409) 835-8456

Addendum to IFB

IFB NUMBER: **(IFB 25-049/CG)**

IFB TITLE: **Term Contract for Prisoner Transportation Services for Jefferson County**

IFB DUE BY: **11:00am, CST, Wednesday, November 19, 2025**

ADDENDUM NO.: **1**

ISSUED (DATE): **November 3, 2025**

To Bidder: This Addendum is an integral part of the IFB package under consideration by you as a Bidder in connection with the subject matter herein identified. Jefferson County deems all sealed bids to have been proffered in recognition and consideration of the entire IFB Specifications Package – *including all addenda*. For purposes of clarification, **receipt of this present Addendum by a Bidder should be evidenced by returning it (signed) as part of the Bidder's sealed bid submission.** If the bid submission has already been received by the Jefferson County Purchasing Department, Bidder should return this addendum in a separate sealed envelope, clearly marked with the IFB Title, IFB Number, and IFB Opening Date and Time, as stated above.

Reason for Issuance of this Addendum: Vendor Questions

The information included herein is hereby incorporated into the documents of this present bid matter and supersedes any conflicting documents or portion thereof previously issued.

Receipt of this Addendum is hereby acknowledged by the undersigned Respondent:

ATTEST:

Witness

11/18/2025

Lori A Harwood

Witness

Approved by ____ Date: _____

Authorized Signature (Respondent)

President, Owner
Title of Person Signing Above

Security Transport Services Inc
Typed Name of Business or Individual

1643 SW 41st Street, Topeka, KS 66609
Address

Page 43 (A)

JEFFERSON COUNTY PURCHASING DEPARTMENT
Deborah L. Clark, Purchasing Agent

1149 Pearl Street
1st Floor, Beaumont, TX 77701

OFFICE MAIN: (409) 835-8593
FAX: (409) 835-8456

1. **Question:** The governing bodies for prisoner transportation and extradition companies are the US Department of Transportation (USDOT), Federal Motor Carrier Safety Administration (FMCSA), and the US Department of Justice (USDOJ)? Will **Jefferson County** acknowledge the guidelines and laws set forth by these departments?

   Answer: See Scope of project on page 43 Section 4.0

2. **Question:** Will **Jefferson County** require that vendors meet all requirements for limits on continuous travel hours and miles as governed by the FMCSA (Section 395.5 (a)? If so, will vendors be required to submit drivers logs to verify that they conform to those requirements?

   Answer: Yes. Will be required to submit upon request.

3. **Question:** Will **Jefferson County** require vendors to have a Satisfactory Audit Rating from the FMCSA, which measures the vendor's compliance with the Federal Motor Carrier Safety Regulations?

   Answer: See Question and Answer #1

4. **Question:** Proof of Authority to Operate is provided by a transport company being issued a Motor Carrier Number (MC #) by the FMCSA. This allows transport vendors to cross state lines with inmates in their custody. Will **Jefferson County** acknowledge and require an active Motor Carrier Number?

   Answer: Contractor must comply with all pertinent Federal Regulations, See Question and answer #1.

5. **Question:** Does **Jefferson County** realize that to be in compliance with the FMCSA, vendors are required to carry Automobile Liability: If transporting in a vehicle rated for 15 passengers or less, minimum coverage of one million five hundred thousand dollars ($1,500,000) per occurrence combined single limit for automobile liability and property damage; and/or: If transporting in a vehicle rated for 16 passengers or more, minimum coverage shall be five million dollars ($5,000,000) per occurrence combined single limit for automobile liability and property damage?

   Answer: See Section 3, #10 on pages 38-39

6. **Question:** If a vendor states they transport 8 passengers or less in a vehicle that was designed to carry more passengers, will **Jefferson County** uphold the FMCSA Regulation 383.5 which states, "designed to carry" vehicles refer to the number of designated seats as originally designed? Meaning if a vendor states they only carry 8

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

passengers on a vehicle, but that vehicle was originally designed to carry 9-15 passengers, will **Jefferson County** follow federal guidelines and require that vendor to have a Motor Carrier number?

Answer: See Question and Answer #1 and Section 4.1.4.

7. **Question:** Will **Jefferson County** check the VIN numbers of vendors vehicles to confirm their vehicles are compliant with FMCSA Regulation 383.5?

   Answer: See Section 4.1.4

8. **Question:** Does **Jefferson County** require vendors to have been in business for a specific number of years to ensure company stability?

   Answer: No

BID FORM

See Price Chart for complete pricing

Item	Ground Transport: Adult (all milage listed is one-way)		
1	Adult Prisoner Transport	Price per mile	$ 2.66
		Is there a minimum charge per transport?	Yes ✓ No ___
		If Yes, state minimum charge:	$ 1000
	Cost for additional adult prisoner	Price per mile	$ 2.66
		Is there a minimum charge per transport?	Yes ✓ No ___
		If Yes, State minimum charge:	$ 1000

Item	Ground Transport: Juvenile		
2	Juvenile Prisoner Transport	Price per mile	$ 5.32
		Is there a minimum charge per transport?	Yes ✓ No ___
		If Yes, state minimum charge:	$ 1000
	Cost for additional Juvenile prisoner	Price per mile	$ 5.32
		Is there a minimum charge per transport?	Yes ✓ No ___
		If Yes, State minimum charge:	$ 1000

Item	Air Transport: Adult All Air Cost are Per Bid		
3	Adult Prisoner Transport by Air: Price all-inclusive other than airfare Airfare to be itemized on invoice	Hourly rate per officer:	$ 20
		Is there a minimum charge per transport?	Yes ___ No ✓
		If Yes, state minimum charge:	$
		Is there a markup on airfare?	Yes ✓ No ___
		If Yes, state the Markup:	$ 10% of Direct & Indirect Cost

Item	Air Transport: Juvenile All Air Cost are Per Bid		
4	Juvenile Prisoner Transport by Air: Price all-inclusive other than airfare Airfare to be itemized on invoice	Hourly rate per officer:	$ 20
		Is there a minimum charge per transport?	Yes___ No ✓
		If Yes, state minimum charge:	$
		Is there a markup on airfare?	Yes ✓ No___
		If Yes, state the Markup:	$ 10% of Direct & Indirect Cost

Item	Miscellaneous	
5	Additional Fee for rush/Expedited pick up:	Yes ✓ No___
	If yes, state the fee:	$See Price chart
6	Additional Fee for medical ground transport:	Yes ✓ No___
	If yes, state the fee:	$ Per Bid

Do you currently possess a Satisfactory Audit Rating from FMCSA? _____Yes _____No ✓ N/A
(please attach FMCSA Company Snapshot)

FMCSA Rating applices to companies that utilize commercial vehicles.
STS does not utilize comercial vehicles to transport inmates.
Note: Commercial Vehicles weigh more thant 10,000 lbs and transport more 8 passengers.
STS utilizes Ford Transit Vans that weight less than 10,000 lbs and transport 8 passengers

BIDDER ACKNOWLEDGEMENT OF BID ADDENDA (IF APPLICABLE):

Addendum 1 ✓ Date Issuaced November 3 Date Received November 8

Addendum 2 _____ Date Received_____

Addendum 3 _____ Date Received_____

BIDDER: INCLUDE FULL, SIGNED, & ATTESTED COPY OF EACH ADDENDUM ISSUED WITH BID SUBMISSION.

REQUIRED FORM
Bidder: Please complete this form and include with bid submission.

STS PRICE CHART

Continental US Ground Transportation Cost for Pick Up "By"			
Item #	**Description**	**Unit**	**Price**
1a	Male Prisoner Rate	Per Mile	$1.33/mile[1]
1b	Female Prisoner Rate	Per Mile	$1.53/mile[1]
1c	Transgender Prisoner Rate	Per Mile	$1.63/mile[1]
1d	Juvenile Prisoner Rate	Per Mile	$2.66/mile[1]
1e	Ground Fee	Per Trip	$385.00[1]
Continental US Ground Transportation Cost for Pick Up "On" (ex. Court/Time Specific)			
2a	Male Prisoner Rate	Per Mile	$1.33/mile[2]
2b	Female Prisoner Rate	Per Mile	$1.53/mile[2]
2c	Transgender Prisoner Rate	Per Mile	$1.63/mile[2]
2d	Juvenile Prisoner Rate	Per Mile	$2.66/mile[2]
2e	Ground Fee	Per Trip	$385.00[2]
2f	Court Fee/Specific Time Pick Up Rate	Per Trip	$180.00[2]
Additional Service Cost:			
Item #	**Description**	**Unit**	**Price**
3	Separation from Other Prisoners Rate	Per Mile	$0.65/Mile[3]
4	Non-Stop Transport Rate	Per Mile	$1.30/Mile[3]
5	Out of Zone Service Area Rate for NV, CA, OR, WA, MT, ID, WY, ND, SD, RI, NH, VT, ME, MI, NY, CT, MA, FL	Per Mile	$0.30/Mile[3]
6	Minimum Transport Fee	Per Trip	$1000.00[4]
7	Penalty for each Canceled Trip/Attempted Pick Up	Per Trip	50% of the mileage rate[5]
Outside Continental US (OCONUS)/Air Transportation Cost			
Item #	**Description**	**Unit**	**Price**
8a	Male Prisoners	Per Trip	Per Bid
8b	Female Prisoners	Per Trip	Per Bid
8c	Transgender Prisoners	Per Trip	Per Bid
8d	Penalty for each Canceled Trip	Per Trip	Direct Cost Incurred[5]
Special Needs Transport Transportation Cost (Medical)*			
Item #	**Description**	**Unit**	**Price**
9a	Require special Medical attention or consideration	Per Mile	Per Bid
9b	Cost of Medication or Medical treatment not resulting from negligence or fault of Contractor	Per incident	Actual Cost

9c	Wait Time if Prisoner requires Medical treatment hospitalization en route	Per Hour	$60/hour

[1] The standard price includes a Ground Fee plus Mileage Rate based on type of prisoner (ex. adult male, juvenile, etc.). For these services, the Agency shall be charged for the mileage traveled from prisoner pickup to prisoner drop off and back to the pickup address (round trip mileage). Transportation mileage shall be determined using Google Maps.

[2] The standard price includes a Ground Fee plus Mileage Rate based on type of prisoner (ex. adult male, juvenile, etc.). For these services, the Agency shall be charged for the mileage traveled from Contractor's office in Topeka, KS, to prisoner pickup, to prisoner drop off, and back to Contractor's office in Topeka, KS (date specific mileage). Transportation mileage shall be determined using Google Maps.

[3] For these additional service cost, the mileage used will be based on either the mileage traveled from prisoner pickup to prisoner drop off and back to the pickup address (round trip mileage) or the mileage traveled from Contractor's office in Topeka, KS, to prisoner pickup, to prisoner drop off, and back to Contractor's office in Topeka, KS (date specific mileage).

[4] A substitute charge (minimum transport fee) will be used when the total incremental rates/fees on the invoice are less than $1000.00.

[5] A cancellation pick up fee will be charged when the cancellation occurs after the transportation agents have begun their travel to the pickup location (ground service) or when cost can are incurred (air transport); no cancellation fee will apply otherwise. Cancellation fees shall not be assessed when the cancellation is due to the fault or request of the Contractor or Contractor's employees. An attempted pick-up fee will be charged when under no fault of our own, an Agent feels we cannot safely transport a prisoner (ex. not provided medication, no prior knowledge of very a combative/dangerous prisoner, etc.)

**This Medical Cost/Fees only apply when the reasons for the treatment are not caused or attributed to the Contractor. If a prisoner has symptoms of or has tested positive for COVID-19 or any other infectious or contagious diseases, Contractor will not transport said prisoner until the prisoner is free of symptoms and receives clearance from the medical.

VENDOR REFERENCES FORM

Bidder: Please list at least three (3) companies or governmental agencies (preferably a municipality) where the same or similar products and/or services as contained in this specification package were recently provided.

REQUIRED FORM
Bidder: Please complete this form and include with bid submission.

REFERENCE ONE

Government/Company Name: Johnson County KS Sheriff's Office

Address: 27747 West 159th Street, New Century, KS 66031

Contact Person and Title: Mike Long, Warrants Division Sergent

Phone: (913) 715-5585 Fax:

Email Address: mikeal.long@jocogov.org Contract Period: Since March 2024

Scope of Work: Prisoner Extradition

REFERENCE TWO

Government/Company Name: Wyoming Department of Corrections

Address: 1934 Wyott Drive, Suite 100 Cheyenne, Wyoming 82002

Contact Person and Title: Carl Voigtsberger, Classification and Housing Manager

Phone: (307) 777-6241 Fax:

Email Address: carl.voigtsberger@wyo.gov Contract Period: Since May 2024

Scope of Work: Prisoner Extradition

REFERENCE THREE

Government/Company Name: Commonwealth of Pennsylvania - Interstate Division

Address: 1101 S. Front St. Suite 5800, Harrisburg, PA 17104-2538

Contact Person and Title: Charles A. Eckert, Manager, Parole Supervision & Retake Unit

Phone: 717.787.5699 x 1129 Fax:

Email Address: ceckert@pa.gov Contract Period: Since September 2024

Scope of Work: Prisoner Extradition

SIGNATURE PAGE

As permitted under Article 4413 (32c) V.A.C.S, other governmental entities may wish to participate under the same terms and conditions contained in this contract (i.e., piggyback). In the event any other entity participates, all purchase orders will be issued directly from and shipped directly to the entity requiring supplies/services. Jefferson County shall not be held responsible for any orders placed, deliveries made or payment for supplies/services ordered by another entity. Each entity reserves the right to determine their participation in this contract.

Would Bidder be willing to allow other governmental entities to piggyback off this contract, if awarded, under the same terms and conditions? ..... **Yes** ☑ **No** ☐

This bid shall remain in effect for ninety (90) days from bid opening and shall be exclusive of federal excise and state and local sales tax (exempt).

The undersigned agrees, if this bid is accepted, to furnish any and all items upon which prices are offered, at the price and upon the terms and conditions contained in the Invitation for Bid, Conditions of Bidding, Terms of Contract, and Specifications and all other items made a part of the accepted contract.

The undersigned affirms that they are duly authorized to execute the contract, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other Bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other Bidder or to any other person(s) engaged in this type of business prior to the official opening of this bid. And further, that neither the Bidder nor their employees nor agents have been for the past six (6) months directly nor indirectly concerned in any pool or agreement or combination to control the price of goods or services on, nor to influence any person to bid or not to bid thereon.

Security Transport Services Inc	John V Comissiong
Bidder (Entity Name)	Signature
1643 SW 41st Street	John V Comissiong
Street & Mailing Address	Print Name
Topeka Kansas 66609	11/18/2025
City, State & Zip	Date Signed
(785) 267-3030	
Telephone Number	Fax Number
pres-owner@sts1995.com	
E-mail Address	

REQUIRED FORM
Bidder: Please complete this form and include with bid submission.

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

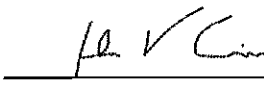
1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The Contractor, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.



Signature of Contractor's Authorized Official

John Comissiong, President, Owner

Name and Title of Contractor's Authorized Official *(Please Print)*

11/18/2025

Date

REQUIRED FORM
Bidder: Please complete this form and include with bid submission.

CONFLICT OF INTEREST QUESTIONNAIRE

CONFLICT OF INTEREST QUESTIONNAIRE **FORM CIQ**
For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. *See* Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 **Name of vendor who has a business relationship with local governmental entity.**

Security Transport Services Inc

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information in this section is being disclosed.**

Deborah Clark / Cynthia Greene
Name of Officer

This section (item 3 including subparts A, B, C, & D) must be completed for each officer with whom the vendor has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☑ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☑ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more?

☐ Yes ☑ No

D. Describe each employment or business and family relationship with the local government officer named in this section.

N/A

4

Signature of vendor doing business with the governmental entity

11/18/2025
Date

Adopted 8/7/2015

REQUIRED FORM
Bidder: Please complete this form and include with bid submission.

GOOD FAITH EFFORT (GFE) DETERMINATION CHECKLIST

Bidder intends to utilize Subcontractors/ Subconsultants in the fulfillment of this contract (if awarded).
☐ Yes ☑ No

Instructions: In order to determine if a "Good Faith Effort" was made in soliciting HUBs for subcontracting opportunities, the following checklist and supporting documentation shall be completed by the Prime Contractor/Consultant, and returned with the Prime Contractor/ Consultant's bid. This list contains the **minimum** efforts that should be put forth by the Prime Contractor/Consultant when attempting to achieve or exceed the goals of HUB Subcontractor participation. The Prime Contractor/Consultant may extend his/her efforts in soliciting HUB Subcontractor participation beyond what is listed below.

Did the Prime Contractor/ Consultant . . .?

☐ Yes	☑ No	1.	To the extent practical, and consistent with standard and prudent industry standards, divide the contract work into the smallest feasible portions, to allow for maximum HUB Subcontractor participation?
☐ Yes	☑ No	2.	**Notify** in writing a reasonable number of HUBs, allowing sufficient time for effective participation of the planned work to be subcontracted?
☐ Yes	☑ No	3.	**Provide** HUBs that were genuinely interested in bidding on a Subcontractor, adequate information regarding the project (i.e., plans, specifications, scope of work, bonding and insurance requirements, and a point of contract within the Prime Contractor/Consultant's organization)?
☐ Yes	☑ No	4.	**Negotiate** in good faith with interested HUBs, and not reject bids from HUBs that qualify as lowest and responsive Bidders?
☐ Yes	☑ No	5.	**Document** reasons HUBs were rejected? Was a written rejection notice, including the reason for rejection, provided to the rejected HUBs?
☐ Yes	☑ No	6.	If Prime Contractor/Consultant has zero (0) HUB participation, **please explain the reasons why.** See below

If "No" was selected, please explain and include any pertinent documentation with your bid.
If necessary, please use a separate sheet to answer the above questions.

John Comissiong
Printed Name of Authorized Representative

Signature

President, Owner
Title

11/18/2025
Date

REQUIRED FORM
Bidder: Please complete this form and include with bid submission.

✓

Reason for zero (0) HUB Participation:

For saftey and control reasons, the business of executing a prisoner transport should only be done by employees of Security Transport Services Inc and it will never by outsourced to a subcontractor

NOTICE OF INTENT (NOI) TO SUBCONTRACT WITH HISTORICALLY UNDERUTILIZED BUSINESS (HUB)

Bidder intends to utilize Subcontractors/ Subconsultants in the fulfillment of this contract (if awarded).
☐ Yes ☑ No

Instructions for Prime Contractor/ Consultant: Bidder shall submit this form with the bid; however, the information below may be submitted after contract award, but prior to beginning performance on the contract.

Please submit one form for each HUB Subcontractor/Subconsultant with proper signatures, per the terms and conditions of your contract.

Contractor Name: _____ HUB: ☐ Yes ☐ No

Address: _____
Street City State Zip

Phone (with area code): _____ Fax (with area code): _____

Project Title & No.: _____

Prime Contract Amount: $ _____

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

Certifying Agency: ☐ Tx. Bldg & Procurement Comm. ☐ Jefferson County ☐ Tx Unified Certification Prog.

Address: _____
Street City State Zip

Phone (with area code): _____ Fax (with area code): _____

Proposed Subcontract Amount: $ _____ Percentage of Prime Contract: _____ %

Description of Subcontract Work to be Performed: _____

_____ _____ _____
Printed Name of Contractor Representative Signature of Representative Date

_____ _____ _____
Printed Name of HUB Signature of Representative Date

Note: Nothing on this Notice of Intent Form is intended to confer any rights, expressed or implied, to any third parties.

Pre-Approval for Subcontractor Substitutions must be obtained from the Jefferson County Purchasing Agent's Representative. The "HUB Subcontractor/Subconsultant Change Form" must be completed and faxed to 409-835-8456.

REQUIRED FORM
Bidder: Please complete this form and include with bid submission.

HISTORICALLY UNDERUTILIZED BUSINESS (HUB)
SUCONTRACTING PARTICIPATION DECLARATION FORM

PAGE 1 OF 4

Bidder intends to utilize Subcontractors/Subconsultants in the fulfillment of this contract (if awarded).
☐ Yes ☑ No

Prime Contractor: Security Transport Services Inc HUB: ☑ Yes ☐ No

HUB Status (Gender & Ethnicity): 100% African American, Male owned

Address: 1643 SW 41st Street, Topeka, KS 66609
Street City State Zip

Phone (with area code): 785-267-3030 Fax (with area code): 785-267-7402

Project Title & No.: Prisoner Transportation Services for Jefferson County IFB/RFP No.: IFB 25-049/CG

Total Contract: $ Total HUB Subcontract(s): $

Construction HUB Goals: 12.8% MBE:: % 12.6% WBE: %

Sub-goals: 1.7 African-American, 9.7% Hispanic, 0.7% Native American, 0.8% Asian American.
Use these goals as a guide to diversify.

FOR HUB OFFICE USE ONLY:

Verification date HUB Program Office reviewed and verified HUB Sub Information Date: Initials:

PART I. HUB SUBCONTRACTOR DISCLOSURE

HUB Subcontractor Name:

HUB Status (Gender & Ethnicity):

Certifying Agency: ☐ Texas Bldg & Procurement Comm. ☐ Texas Unified Certification Prog.

Address:
Street City State Zip

Contact person: Title:

Phone (with area code): Fax (with area code):

Proposed Subcontract Amount: $ Percentage of Prime Contract: %

Description of Subcontract Work to be Performed:

REQUIRED FORM
Bidder: Please complete this form and include with bid submission.

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) SUBCONTRACTING PARTICIPATION DECLARATION FORM

HUB Subcontractor Disclosure

PART I: Continuation Sheet (Duplicate as Needed)

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

Certifying Agency: ☐ Tx. Bldg & Procurement Comm. ☐ Jefferson County ☐ Tx Unified Certification Prog.

Address: _____
Street City State Zip

Contact person: _____ Title: _____

Phone (with area code): _____ Fax (with area code): _____

Proposed Subcontract Amount: $ _____ Percentage of Prime Contract: _____ %

Description of Subcontract Work to be Performed: _____

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

Certifying Agency: ☐ Tx. Bldg & Procurement Comm. ☐ Jefferson County ☐ Tx Unified Certification Prog.

Address: _____
Street City State Zip

Contact person: _____ Title: _____

Phone (with area code): _____ Fax (with area code): _____

Proposed Subcontract Amount: $ _____ Percentage of Prime Contract: _____ %

Description of Subcontract Work to be Performed: _____

All HUB Subcontractor Participation may be verified with the HUB Subcontractor(s) listed on Part I.

REQUIRED FORM
Bidder: Please complete this form and include with bid submission.

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) SUCONTRACTING PARTICIPATION DECLARATION FORM

PART II: STATEMENT OF NON-COMPLIANCE FOR NOT MEETING HUB SUBCONTRACTING GOALS

Instructions to Bidder: Please complete Good Faith Effort (GFE) Checklist and attach any supporting documentation.

Our firm was unable to meet the HUB goals for this project for the following reasons:

- ☐ All Subcontractors to be utilized are "Non-HUBs." *(Complete Part III)*
- ☐ HUBs were solicited but did not respond.
- ☐ HUBs solicited were not competitive.
- ☐ HUBs were unavailable for the following trade(s):
- ☑ Other: No HUB were met with. For safety & control, STS does not contract out transport of prisoners

Was the Jefferson County HUB Office contacted for assistance in locating HUBs? ☐ Yes ☑ No

PART III: DISCLOSURE OF OTHER "NON-HUB" SUBCONTRACTS

The Bidder shall use this area to provide a listing of all "Non-HUB" Subcontractors, including suppliers, that will perform under this project. A list of those "Non-HUB" Subcontractors the Bidder selects, after bid submission, shall be provided to the Purchasing Office not later than five (5) calendar days after being notified that Bidder is the apparent low Bidder. A list of those "Non-HUB" Subcontractors that are selected after contract award must be provided **immediately** after their selection.

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

Phone (with area code): _____ Fax (with area code): _____

Proposed Subcontract Amount: $ _____ Percentage of Prime Contract: _____ %

Description of Subcontract Work to be Performed: _____

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

Phone (with area code): _____ Fax (with area code): _____

Proposed Subcontract Amount: $ _____ Percentage of Prime Contract: _____ %

Description of Subcontract Work to be Performed: _____

REQUIRED FORM
Bidder: Please complete this form and include with bid submission.

HISTORICALLY UNDERUTILIZED BUSINESS (HUB)
SUBCONTRACTING PARTICIPATION DECLARATION FORM

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

Phone (with area code): _____ Fax (with area code): _____

Proposed Subcontract Amount: $ _____ Percentage of Prime Contract: _____ %

Description of Subcontract Work to be Performed: _____

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

Phone (with area code): _____ Fax (with area code): _____

Proposed Subcontract Amount: $ _____ Percentage of Prime Contract: _____ %

Description of Subcontract Work to be Performed: _____

I hereby certify that I have read the *HUB Program Instructions and Information*, truthfully completed all applicable parts of this form, and **attached any necessary support documentation as required.** I fully understand that intentionally falsifying information on this document may result in my not receiving a contract award or termination of any resulting contract.

Name (print or type): John Comissiong

Title: President, Owner

Signature: [signature]

Date: 11/18/2025

E-mail address: pres-owner@sts1995.com

Contact person that will be in charge of invoicing for this project:

Name (print or type): Donna Evans-Traylor

Title: Accounts Receivable

Date: 11/18/2025

E-mail address: Billing@sts1995.com

REQUIRED FORM
Bidder: Please complete this form and include with bid submission.

RESIDENCE CERTIFICATION/TAX FORM

Pursuant to Texas Government Code §2252.001 *et seq.*, as amended, Jefferson County requests Resident Certification. §2252.001 *et seq.* of the Government Code provides some restrictions on the awarding of governmental contracts; pertinent provisions of §2252.001 are stated below:

(3) "Non-resident Bidder" refers to a person who is not a resident.

(4) "Resident Bidder" refers to a person whose principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

☐ I certify that _____ [company name] is a Resident Bidder of Texas as defined in Government Code §2252.001.

☑ I certify that Security Transport Services Inc [company name] is a Nonresident Bidder as defined in Government Code §2252.001 and our principal place of business is Topeka, Kansas (city and state).

Taxpayer Identification Number (T.I.N.):	48-117298
Company Name submitting bid/proposal:	Security Transport Services Inc
Mailing address:	1643 SW 41st Street, Topeka KS 66609
If you are an individual, list the names and addresses of any partnership of which you are a general partner:	

Property: List all taxable property owned by you or above partnerships in Jefferson County.

Jefferson County Tax Acct. No.*	Property address or location**
N/A	

* This is the property amount identification number assigned by the Jefferson County Appraisal District.

** For real property, specify the property address or legal description. For business property, specify the address where the property is located. For example, office equipment will normally be at your office, but inventory may be stored as a warehouse or other location.

REQUIRED FORM
Bidder: Please complete this form and include with bid submission.

HOUSE BILL 89 VERIFICATION

I, John V Comissiong, the undersigned representative of (company or business name) Security Transport Services Inc (heretofore referred to as company) being an adult over the age of eighteen (18) years of age, after being duly sworn by the undersigned notary, do hereby depose and verify under oath that the company named above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270:

1. Does not boycott Israel currently; and
2. Will not boycott Israel during the term of the contract.

Pursuant to Section 2270.002, Texas Government Code:

1. "**Boycott Israel**" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made ordinary business purposes; and

2. "**Company**" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or an limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business association that exist to make a profit.

John V Comissiong
Signature of Company Representative

11/18/2025
Date

On this 18th day of November, 2025, personally appeared

John Comissiong, the above-named person, who after by me being duly sworn, did swear and confirm that the above is true and correct.

Notary Seal

Lori A. Harwood
Notary Signature

11/18/2025
Date

LORI A. HARWOOD
NOTARY PUBLIC - STATE OF KANSAS
MY APPT. EXP. 8/27/2028

St. of KS.
Cty. of Shawnee

REQUIRED FORM
Bidder: Please complete this form and include with bid submission.

BID AFFIDAVIT

The undersigned certifies that the bid prices contained in this bid have been carefully reviewed and are submitted as correct and final. Bidder further certifies and agrees to furnish any and/or all commodities upon which prices are extended at the price offered, and upon the conditions contained in the specifications and the Notice to Bidders.

STATE OF Kansas COUNTY OF Shawnee

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Kansas,

on this day personally appeared John Comissiong (name), who

after being by me duly sworn, did depose and say:

"I, John Comissiong (name) am a duly authorized officer of/agent

for Security Transport Services Inc (name of firm) and have been duly authorized to execute the

foregoing on behalf of the said Security Transport Services Inc (name of firm).

I hereby certify that the foregoing bid has not been prepared in collusion with any other Bidder or other person or persons engaged in the same line of business prior to the official opening of this bid. Further, I certify that the Bidder is not now, nor has been for the past six (6) months, directly or indirectly concerned in any pool or agreement or combination, to control the price of services/commodities bid on, or to influence any person or persons to bid or not to bid thereon."

Name and address of Bidder: Security Transport Services, Inc

1643 SW 41st Street, Topeka, KS 66609

Fax: 785-267-7402 Telephone# 785-267-3030

by: John V Comissiong (print name) Title: President, Owner

Signature: John V Comissiong

SUBSCRIBED AND SWORN to before me by the above-named

John Comissiong on

this the 18th day of November, 2025.

Notary Public in and for

the State of KS.

LORI A. HARWOOD
NOTARY PUBLIC - STATE OF KANSAS
MY APPT. EXP: 8/27/2028

REQUIRED FORM
Bidder: Please complete this form and include with bid submission.

Original

NATIONWIDE PROVIDER OF PRISONER TRANSPORTATION AND EXTRADITION SERVICES

Jefferson County Purchasing Department

IFB 25-049/CG
Term Contract for Prisoner Transportation Services for Jefferson County

Due: November 19th, 2025, at 11:00am CST

POC: Tanisha Cheek
Director of Sales & Contracts
615-352-9798 ext. 114
tcheek@prisonertransport.net

CONTENTS

Page 4 : **TRANSMITTAL LETTER**
Page 5-6 : **COMPANY OVERVIEW**
Page 7 : **SCOPE OF SERVICES**

Page 8-9 : **PERSONNEL**
- **Key Personnel**
- **Administrative & Support Personnel**
- **Transport Agent**

Page 10-13 : **TRANSPORT AGENTS**
- **STANDARDS**
- **DRUG TESTING AND BACKGROUND CHECK**
- **TRAINING ACADEMY**
- **ACADEMY OVERVIEW**

Page 13-15 : **PRISONER TRANSPORT FLEET**
- **TRANSPORT VANS/TRANSPORTERS**
- **CURRENT VEHICLE FLEET**
- **FLEET MAINTENANCE**

Page 16 : **EQUIPMENT**
- **RESTRAINTS**
- **LETHAL/LESS-LETHAL WEAPONS**

Page 17-18 : **POLICIES & PROCEDURES**

Page 17:
- **KEEP SEPERATES**
- **MEALS**
- **MEDICATIONS**
- **INMATE PROPERTY**
- **HOUSING/MID-TRIP BREAKS**

Page 18:
- **MEDICAL EMERGENCIES**
- **REPORTING OF INCIDENTS**
- **AIR TRANSPORTS**
- **CONFIDENTIALITY**
- **INMATE INDETIFICATION**

Page 19-20 : **OPERATIONS**

- **PLACING A TRANSPORT REQUEST**
- **MILEAGE**
- **BILLING**

Page 20-22 : **AUTHORITY & COMPLIANCE**

- **INDUSTRY CAUTION**
- **INSURANCE**
- **ELECTRONIC LOGGING DEVICES**
- **FMCSA OPERATING AUTHORITY**
- **USDOT#**
- **DOT SAFETY RATING**
- **CAMERAS**

Page 23-24 : **REFERENCES**

Attached:	**Industry Standards & Best Practices**
Attached:	**Insurance Certificates**
Attached:	**DOT-FMCSA Operating Authority**
Attached:	**DOT-FMCSA Company 'SNAPSHOT'**
Attached:	**W-9**
Attached:	**E-Verify MOU**
Attached:	**BEAT- Agent Training Transcript**
Attached:	**Completed and Signed IFB 25-049/CG Documents**
Attached:	**Exceptions, Deviations, Terms and Conditions**

U.S. CORRECTIONS

Prisoner Transportation Services, Inc.
100% Employee-Owned Company

PO BOX 171078
Nashville, TN 37217
PH: 615.352.9798
FAX: 615.352.9737
info@prisonertransport.net

Division of Warrants and Extraditions

November 17th, 2025

Re: Transmittal Letter

U.S. Corrections is part of the Nation's Largest Prisoner Transportation network and transports roughly 30,000 Offenders for over 1,200 federal, state, and local Government Agencies per year. We have thorough coverage Nationwide, and as a company with our corporate offices and business in Tennessee, we have the ability to perform all prisoner transportation and extradition services. We are confident that we are a great fit for the **Jefferson County's** needs, and we will strive to demonstrate that confidence throughout this proposal.

Since our establishment in January of 2014, we have continued to exceed the expectations of our customers on all levels and have set the standard for the level of service in this industry. We recognize that you need a partner you can trust and a partner who understands the importance of secure and timely services, delivered at a fair price. We make every effort to meet these expectations, and we look forward to the opportunity of offering these services to the **Department**.

Please contact me at 615-352-9798 ext. 114 with any questions regarding our proposal. Thank you again for your consideration.

Tanisha Cheek
Director of Sales & Contracts
U.S. Corrections, LLC
Phone: 615-352-9798 Ext:114
Fax: 615-352-9737

COMPANY OVERVIEW

U.S. Corrections, LLC, a Prisoner Transportation Services, Inc. owned company is part of the Nation's Largest Network of Prisoner Transportation providers. U.S. Corrections was founded in 2014 and was acquired by Prisoner Transportation Services in 2017 whom has been providing transport services since 2001. Authority to operate jointly was granted by the Federal Surface Transportation Board. U.S. Corrections currently contracts with hundreds of agencies throughout the United States and facilitates over 30,000 offender moves per year by both ground and air transport. U.S. Corrections owns multiple locations throughout the United States and is headquartered in Tennessee. In 2019, PTS become 100% employee owned. As a 100% Employee-owned company, we feel that our employees are motivated to provide these services with pride and passion. To put it plain, your business matters to us more.

U.S. Correction's goal is to provide safe, secure, and reliable prisoner transportation services. From the comprehensive training we provide our agents, to the attention we give to the maintenance of our vehicles, U.S. Corrections goes the extra mile to reach this goal. We continue to refine our operations, vehicle fleet, and training programs to ensure we remain not just the largest prisoner transportation company in the United States, but also the best in quality and reputation.

U.S. Corrections has thorough experience in transporting male and female inmates of all security levels, juveniles, and inmates with medical ailments. We handle all types of extraditions to include short notice, exact date/time pickups, court appearances, Form VI's, and Governor's Warrants. U.S. Corrections operates and is fully staffed 24/7/365.

Our leadership team has decades of combined experience performing private prisoner transports. We pride ourselves on the men and women we employ and the family-like atmosphere we have created with our clients, agents, dispatchers, and office associates. We know that, if given the opportunity, our staff will be trusted representatives of your agency, and we guarantee only to employ the finest and most capable Corrections Professionals.

We are pleased to offer our professional services to assist you in providing cost-effective options to your agency. We provide our own team of experienced agents, equipment, and our own vehicle fleet to provide the best and most cost-efficient services available. The flexibility of U.S. Corrections and our ability to improvise, adapt, and with remarkable proficiency execute any agencies request is unseen in this industry. We take great pride in our abilities and the impeccable relationships we have built with all levels of law-enforcement organizations and correctional institutions thus far.

U.S. Corrections employs more than 100 personnel, including specially trained transport agents, logistics professionals, mechanics, training staff, and trip planners. Operating a fleet of over 20 specially modified and outfitted transport vehicles, U.S. Corrections uses a nationwide ground network to move prisoners from coast to coast.

Our transport vehicles are custom-built and are equipped with state-of-the-art prisoner compartments, prisoner restraints, and Agent Compartments. They are also outfitted with cameras, segregation compartments for 'Keep Separates,' and high flow/capacity Air Conditioning and Heating Units to ensure a proper interior climate.

U.S. Corrections understands the importance of preventing vehicle breakdowns, especially while transporting dangerous criminals. We employ a full-time staff of Fleet Mechanics and Technicians to ensure that all of our vehicles are maintained to the highest standards. Vehicles are kept on strict maintenance schedules which meet or exceed the factory recommended schedule. Transport vehicles are inspected regularly by our mechanics and technicians, and a vehicle is not allowed to depart until it is repaired.

U.S. Correction's agents are also trained to perform basic maintenance and repairs on the vehicles they are licensed to operate. Agents keep daily maintenance and inspection logs which are stored for the life of the vehicle.

U.S. Corrections operates nationwide under the authority of the U.S. Department of Transportation, Federal Motor Carrier Safety Administration (FMCSA) and abides by U.S. Department of Transportation regulations for Maximum Driving Time for Passenger Carrying Vehicles, Section 395.5. We also comply with all Federal regulations governed by the Interstate Transportation of Dangerous Criminals Act of 2000 (Jenna's Act), 18 U.S. Code Sec. 3182, and 18 U.S. Code Sec. 3194.

DOT #: 2515080
MC #: 872586

SCOPE OF SERVICES

Below is a basic overview of our current capabilities and the services we currently provide to hundreds of Private, Local, State, and Federal Correctional, Legal/Prosecuting, and Law Enforcement Agencies.

Interstate/Intrastate Inmate Transportation/Extraditions: U.S. Corrections currently offers Inmate Transportation/Extraditions to all 50-States and all U.S. Territories by both ground and air.

Medical, Disabled, or Wheelchair-Bound Prisoner Transportation: (Interstate and Intrastate) U.S. Corrections currently offers Medical/Disabled Prisoner Transportation in all 50-States and all U.S. Territories. Upon request from the ordering agency, U.S. Correction's Agents are given thorough details of the inmate's condition and the special accommodations they must make to safely transport that individual(s). All U.S. Corrections Agents are trained in medical/disabled inmate transportation and are certified in first aid (Law Enforcement/Corrections Specific), CPR and AED usage. If the inmates medical condition exceeds the extent of our agents training, the requesting agency is notified, and proper joint arrangements are made with medical professionals and U.S.C. extradition agents.

*Note: U.S. Corrections will not transport offenders by ground with certain medical conditions. U.S. Corrections is a firm believer of the safe and humane transport of all offenders and stands firmly not to place already ill offenders in further risk. U.S. Corrections will however make appropriate arrangements, with the requesting agency, to arrange for other means of transport such as commercial air transit, or flexible ground transport. These medical conditions are, but shall not be limited to the following:

1. Communicable diseases such as:
    a. HIV/Aids
    b. Hepatitis
    c. Tuberculosis
2. Insulin Dependent Diabetics
3. Seizure Disorders
4. Mental Disorders/Suicidal Prisoners
5. Heart Conditions
6. Recent Surgery
7. Missing Limbs (Non-Ambulatory such as crutches, cane or wheelchair bound)
8. Pregnant Females
9. Excessive Open Sores, Cuts or Other Wounds
10. Prisoners taking blood thinners
11. 65 years of age or older
12. Inmates weighing more than 280lbs may require an additional charge for transport.

PERSONNEL

Key Personnel: U.S. Correction's Key Personnel are supported by over **100 experienced and dedicated team members** serving as transport agents, dispatchers, vehicle mechanics, and office personnel. Most of our staff and all our extradition agents have backgrounds in either law enforcement, corrections, military service, or security contracting operations bringing great value, professionalism, and a broad range of experience to our organization. Below is a brief background on our key personnel and members.

Joel Brasfield – President, General Counsel

- Provided strategic legal counsel and oversight as President and General Counsel, guiding corporate governance and compliance initiatives.
- Practiced law with Lewis, King, Krieg & Waldrop in Nashville, TN, specializing in corporate and risk management matters.
- Leveraged over 20 years of experience in risk management, regulatory compliance, and corporate operations to drive organizational integrity and growth.
- Earned a B.A. from Emory & Henry College and a J.D. from the University of Memphis – Cecil C. Humphreys School of Law.

Ryan Whitten – Chief Operating Officer

- Directed all operational functions, logistics, and compliance efforts as Chief Operating Officer, ensuring efficiency and adherence to public safety standards.
- Served as President of Texas Prisoner Transportation Services (2016–2019), overseeing multi-state transport operations and regulatory compliance.
- Brings 20+ years of leadership experience in the private prisoner transportation industry, specializing in route optimization, safety, and personnel management.

Dave Warden III – Director of Sales & Contracts

- Leads sales strategy and contract negotiations to expand market share and optimize client relationships within the public safety and transportation sectors.
- Served as Director of Business Development for U.S. Corrections (2014–2017), driving revenue growth through strategic partnerships.
- United States Marine Corps veteran with 8 years of service as a Non-Commissioned Officer; Afghanistan combat-wounded veteran.
- Holds a Master's Degree in Economics from the University of South Florida.

Tanisha Cheek – Contracts & Accounts Manager

- Oversees contracts administration, billing, and client account management, ensuring accuracy, compliance, and timely execution of all agreements.
- Former Sales & Marketing Coordinator at TransCor America, supporting strategic growth and client acquisition efforts.
- Brings over 30 years of experience in private prisoner transportation, specializing in contracts, client service, and operational support.
- Holds an A.S. in Marketing & Merchandising from Draughon's Junior College.

Frank Caruso – Director of Operations

- Directs daily operational activities, ensuring safety, efficiency, and compliance across all transportation divisions.
- Former Extradition Agent with PTS of America, LLC, managing secure transport logistics and custody transfers.
- United States Army veteran and Non-Commissioned Officer with 8 years of service; Iraq and Afghanistan combat veteran.
- Holds a Bachelor's Degree in Business Administration from Belmont University.

Lia Monette – Director of Logistics

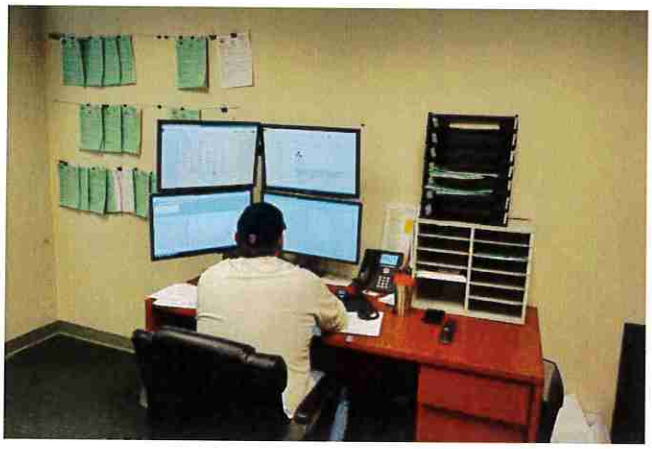
- Manage nationwide logistics operations, coordinating complex transport schedules and personnel across multiple jurisdictions.
- United States Air Force veteran with 8 years of logistics and supply chain experience supporting global operations.
- Brings 16+ years of experience in private prisoner transportation, specializing in logistics planning, route management, and operational coordination.

Shannon Slade, Director of Training and Compliance

- 10+ Years of experience in inmate transportation, trip management, routing, and customer service within U.S. Corrections.
- Extensive background in prisoner supervision with a focus on safety, accountability, and compliance with federal and state regulations.
- Two years as Training Manager, developing and delivering instructional programs for new hires and existing staff. Then, Promoted to Director of Training and Compliance in recognition of strong leadership, operational knowledge, and dedication to maintaining company standards and regulatory adherence.

Administrative & Support Personnel:

U.S. Corrections acknowledges the importance of **constant and reliable communication** with our Clients and Agents throughout the United States. We have invested substantial resources into ensuring that our staff and Transport Agents have the best support we can possibly provide as they are the backbone of our Company.
U.S. Correction's Administrative and Support Personnel work tirelessly to ensure our clients have the best experience possible. We are available **24/7/365** via phone.



Transport Agents:

We realize that our Agents represent not only our company but your agency as well. The image our Agents portray in public, and elsewhere, displays a sense of confidence, and competence of their transportation duties. U.S.C. agents are held to strict grooming, hygiene, and uniform policies. Agent's Uniforms and Equipment are described in detail below.

- Black – Uniform shirts displaying "Extradition Officer"
- Green/Kakhi/Black – Tactical Trousers
- Black – Tactical Style Boots or Shoes
- Black – Web Style Belt with Keepers
- U.S. Corrections Department ID displaying the agents; picture (standard passport size), name, signature, badge number, rank, U.S.C. unit/division assignment, ID expiration date, and date of birth.
- Black –Holster (Level II Retention or higher) for the Florida Agents Side Arm.
- Additional gear U.S.C. Agents carry, if authorized:
    - Communication Device (mandatory)
    - Additional Pistol Magazines (mandatory) if handgun is authorized, FL Agents Required.
    - Chemical Agent with Case (if properly certified/licensed)
    - Taser with Holster (if properly certified/licensed)

Transport Agent Standards:

- USC prioritizes hiring Transportation Officers with prior service in one or more of the following:
  - U.S. Military
  - Local, State, or Federal Law Enforcement
  - Local, State, or Federal Corrections
  - Security Related Contracting Operations

- **FL Agents Are State Licensed Armed and All are Unarmed Security Officer Certified** (40 academic hours unarmed and armed training – normal standards)

- Valid State Driver's License (CDL if required by position).

Agent Drug Testing and Background Check:

- Must pass a **Level II background check** and never have been convicted of a felony or a violent crime, conforming to *Section 921 of Title 18, United States Code, for Eligibility for Employment.*

- Must be and remain drug free, conforming to *FMCSA requirements, Part 382.*

Agent Training Academy:

All U.S.C. Agents are required to attend a two week, 100-hour training course where they learn the skills required to transport dangerous offenders.

During this 100-hour course, agents are trained in all aspects of extradition operations. Several topics covered are source & limits of authority, U.S. Correction's policies and directives, use of force, sexual harassment, PREA, and DOT regulations.

Our agents also receive many hours of **practical application** and certification training on the following subjects: CPR & first aid, chemical agents, electronic control devices, firearms, defensive driving, prisoner searches, use of restraints, and tactical communication.

With the curriculum we have implemented it keeps us in compliance and far exceeds the basic training, by law, required by the *Interstate Transportation of Dangerous Criminals Act of 2000 – Jenna's Act.*

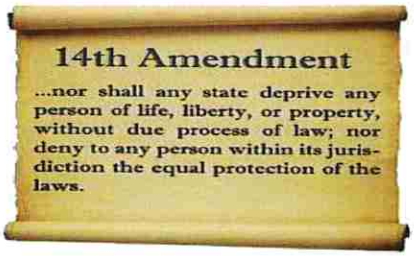
Academy Overview:

- **CPR, First Aid, & AED:** *American Red Cross* – BLS Course with emphasis on administering aid to a detained dangerous criminal in an unsafe/unsecure environment.

- **U.S.C. Force Continuum (Escalation of Force):** Instructors teach the U.S.C. Force Continuum, completing/filing reports when force is used, what is defined as excessive force, and prior events when force has been properly utilized.
- **OC Aerosol Projectors Certification:** OC Aerosol Projectors Course training and certifying the Transport Agents to carry and administer OC Spray. Course includes; exposure to OC, where OC fits into the *'U.S.C. Force Continuum'*, decontamination procedures, and a practical application portion.

- **Firearms Safety:** *NRA* – Pistol Safety/Shooting Course. Course includes; 4-hours of firing range time, safe gun handling, marksmanship skills, shooting positions, proper firearm presentation from a holster, and weapon classifications.

- **Prisoner/Property Searches:** Students are shown proper search techniques for searching inmates and their property. Students are also instructed on U.S.C. company policies on searching female inmates, juveniles, and medically ill inmates.
- **Use of Restraints:** Instruction on the proper application and the proper use of restraints, such as hand cuffs, belly chains, leg shackles, and black box.
- **Vehicle Maintenance:** Students are taught proper vehicle maintenance, fluid checks/replacement, basic mechanical repairs, and how to properly complete U.S.C. vehicle maintenance and service logs.
- **Female, Medical, and Juvenile Transports (Keep Separates):** Attendee's learn U.S.C. policies on the transporting of female, juvenile, and physically/mentally ill inmates.
- **Inmate Rights:** Instructors cover inmate rights under Federal law, cruel and unusual punishment, The Equal Protection Clause (14th Amendment), and the custodial classifications of inmates.



- **Meals, Medications, Housing and Mid-Transport Facility Stops:** U.S.C. policies, along with *ACA Standards* are discussed in detail regarding how often inmates must be granted restroom, meal, and general rest breaks. The process/protocols for these stops are covered, along with the processes of temporary facility holds.
- **Contraband & Weapons:** Students are given a thorough overview of edged weapons, weapons often found in prisons, and common contraband. Inmate property is also covered regarding what the inmate may or may not have in their personal property.
- **Air Extraditions:** Instructors cover how to safely transport inmates via commercial or private airliner. Also covered is airport contraband, airport security, appropriate inmate placement once onboard the aircraft, and professionalism while in public. TSA guidelines as well as FAA rules and regulations per *FARs, Part 108m Section 221- Carriage of prisoners under the control of armed law enforcement officers.*

- **Emergency Situations:** Industry common emergency situations are covered and the U.S.C. policies that coordinate to the most common emergencies are discussed. Several of the emergencies discussed are inmate escapes, vehicle accidents, security risks, injured agents, injured inmates, and vehicle breakdowns.
- **Prison Rape Elimination Act (PREA) & Jenna's Act:** Instruction on the laws and regulations pertaining to the interstate transportation of dangerous criminals and training on the prevention of rape, along with a detailed overview of PREA and Jenna's Act. **All Extradition Agents leave with a PREA certification.**

- **Sexual Harassment:** Students are instructed on company policies regarding sexual harassment appropriate/inappropriate behavior with both their coworkers and the inmates they will encounter.
- **Blood/Airborne Pathogens:** Students are given an *OSHA* approved training course on basic protective measures to avoid contamination and exposure to both blood and airborne pathogens.
- **Advanced Driver Training:** *Smith Systems Advanced Diver Training Course,* this portion of training covers safe vehicle operations, nighttime driving, foul weather driving, road signs, vehicle breakdown procedures, and defensive driving.

SMITH SYSTEM
Drive Different.

- **Communication:** Students learn proper communications for when they are transporting inmates to include U.S.C. dispatch center communication, facility/agency communication.
- **U.S.C. Policies & Procedures:** Internal U.S.C. operating procedures and policies are discussed in detail. Also covered are *OSHA* Standards, continued education, Agent rights and responsibilities, and Agent uniforms.

- **Practical Application (Hands on Training) – minimum 40 Hours:** Students practice the proper administering of restraints, operating a variety of vehicles, hand-to-hand combatants, firearms training, navigation/map reading, and other practical exercises.

PRISONER TRANSPORT FLEET

U.S.C. vehicles are equipped with first aid/trauma kits, an approved/current fire extinguisher, bodily fluids cleanup kit, female hygiene kit, basic hand tools, spare tire(s), and equipment for proper roadside safety in the event of a breakdown. U.S.C. vehicles are also equipped with restraints for all seats in the vehicle. The usage of such restraints is mandatory for all inmates and U.S.C. Extradition Agents while the vehicle is in motion.

Below is an overview of our current vehicle fleet:

Prisoner Transport Vans:

Our transport vans hold 12-prisoners along with two (2) U.S.C. Transport Agents.

All our transport vans are equipped with the following:

- **Federally mandated Electronic Logging Devices (ELD) to ensure DOT Compliance.**
- **GPS Tracking System** and **Safety Monitoring System.**
- **Camera Systems**
- Two-Way Communication Devices.
- Secured Driving Compartment for U.S.C. Agents
- Secured Compartment(s) for inmates, unable to be opened from the inside of the inmate compartment(s).
- Segregation Compartment for 'Keep Separates'
- **High-Flow/Capacity Air Conditioning** and **Heating Units** to ensure proper heating/cooling.

Current Vehicle Fleet:

This list below represents our current operational vehicle fleet.

Year	Make	Model	Style	VIN
2018	Dodge	ProMaster	Transport Van	3C6URVJG6JE144846
2018	Dodge	ProMaster	Transport Van	3C6URVJG7JE101388
2019	Dodge	ProMaster	Transport Van	3C6URVJG5KE505243
2019	Dodge	ProMaster	Transport Van	3C6URVJG2KE504194
2019	Dodge	ProMaster	Transport Van	3C6URVJG3KE505242
2019	Dodge	ProMaster	Transport Van	3C6URVJG8KE508685
2019	Dodge	ProMaster	Transport Van	3C6URVJG7KE505244
2019	Dodge	ProMaster	Transport Van	3C6URVJG6KE513643
2019	Dodge	ProMaster	Transport Van	3C6URVJG0KE543110
2019	Dodge	ProMaster	Transport Van	3C6URVJG2KE543111
2019	Dodge	ProMaster	Transport Van	3C6URVJG7KE513649
2019	Dodge	ProMaster	Transport Van	3C6URVJG1KE542886

2019	Dodge	ProMaster	Transport Van	3C6URVJG4KE549198
2019	Dodge	ProMaster	Transport Van	3C6URVJG0KE555693
2019	Dodge	ProMaster	Transport Van	3C6URVJG2KE555694
2019	Dodge	ProMaster	Transport Van	3C6URVJG4KE555695
2020	Dodge	ProMaster	Transport Van	3C6URVJG7LE101023
2025	Dodge	ProMaster	Transport Van	3C6MRVJG6SE530878
2025	Dodge	ProMaster	Transport Van	3C6MRVJG6SE530880

Fleet Maintenance:

We employ a fulltime staff of **Fleet Mechanics and Technicians** to ensure that all our vehicles are maintained to the highest standards. Vehicles are kept on strict maintenance schedule which far exceeds the factory schedule. Before and after every trip, transport vehicles are inspected thoroughly by our mechanics and technicians. If any discrepancies are found on a transport vehicle, that vehicle is not allowed to depart until it is repaired or serviced.

While outside of U.S. Corrections maintenance and storage facilities, agents are trained to perform basic maintenance and repairs on the vehicles they are licensed to operate. Agents keep daily maintenance and inspection logs which are stored for the life of the vehicle.

U.S.C. Agents follow policies and procedures specifically created to ensure that if a vehicle breakdown does occur, inmates are still transported as expediently and securely as possible to their intended locations.

EQUIPMENT

Restraints:

U.S. Corrections utilizes its own restraints while performing inmate transportation and/or other inmate security services. The restraints we choose to utilize are double-locking and fall within the *American Correctional Association Existing Standard: 4-ALDF-4D-21 (MANDATORY).* U.S. Corrections also enforces strict policies and procedures on all our agents regarding the use of restraints. Unless there is a critical emergency, restraints are NEVER to be removed while inmates are in transit and outside of secured facilities.

Specifics:

- Chicago Handcuffs, 1000 Series
- Chicago Leg-Irons, 2000 Series
- Chicago Waist/Belly Chain, L700 Series
- Peerless Handcuffs, 700 Series
- Peerless Leg-Irons, 700 Series
- Peerless Waist/Belly Chain, PSC Series
- Smith & Wesson Handcuffs, 100 Series
- Cuff Lock, Handcuff Key Padlock

Lethal/Less-Lethal Weapons:

Sidearm: (Lethal) Authorized U.S. Corrections Agents are armed with semi-automatic firearms and are always authorized to carry less-lethal weapons. Our armed agents are respectfully, **state licensed and certified** in the weapon(s) they carry. Agent's firearms must be registered/internally documented, in compliance with U.S.C. standards, and be properly secured/holstered while on duty. Firearms must be of law enforcement standard, black in color, holstered in a Level II Retention or Level III Retention holster, and chambered in one of the following calibers: 9mm, .40, or .45. ***Only agents residing and working in Florida are authorized to carry a sidearm, as required by Florida Statute 493 and the Florida Department of Corrections. Agents working ground extradition outside of Florida are armed only with the 12-gauge shot gun as detailed below.***

Shot Guns: (Lethal/Less-Lethal) All U.S.C. transport vehicles are equipped with law enforcement standard, 12-gauge - pump action shotguns that are capable of firing both lethal and less-lethal (beanbag style) rounds. All U.S.C. Agents are certified and licensed to utilize these shotguns within U.S.C. policies and procedures. Shotgun models are either the Remington Model 870, or the Mossberg Model 500.

Less-Lethal: Less-Lethal weapons commonly carried by U.S.C. Agents include Approved electroshock devices (Tasers), OC Aerosols (Chemical Agents). No less-lethal weapon, chemical or otherwise, may be utilized while inside the transport vehicle.

Chemical Agents may be used in the following situations:

- Controlling disruptive offenders
- Protecting staff, other inmates, or bystanders from serious injury
- Preventing the taking of hostages
- Preventing escapes
- Preventing major destruction to U.S.C. transportation vehicles

POLICIES & PROCEDURES

Keep Separates: U.S. Corrections maintains strict policies and procedures for the classification and separation of certain inmates. While in the custody of U.S.C. Agents, female inmates and juveniles will never be transported or held in the same secured area as male inmates. Separate provisions are also followed for circumstances such as known gang affiliation, prior history of inmate-on-inmate violence, prior escape history, known to be unruly, etc.

Meals: Meals are provided by U.S.C. at no additional charge to the ordering agency and follow the ***American Correctional Association Standard 4-4-4328.*** Inmates, while in U.S.C. custody, are furnished with three (3) nutritionally sound meals per day, two (2) of which are guaranteed as 'hot' meals. Mealtimes typically correspond with normal facility mealtimes for breakfast, lunch, and dinner. U.S. Corrections makes best efforts to comply with offender's food allergies, if any, and will find compliant meals for them. Water is also provided with every meal and when possible, during transit.

Medications: Medications, to be provided from the pick-up facility, are authorized for transport by U.S.C. Agents. Inmate medication is kept separate from inmate property and is securely stored in a sealed lockbox, located in the agent's compartment, while in transit. All pharmaceuticals are stored per the directions on the pharmaceutical label. Pharmaceuticals requiring 'cold storage' are not able to be transported by U.S.C. Agents.

Inmate Property: U.S. Corrections will accept and transport most Inmate Property or will make proper arrangements at the facility of pick-up on behalf of the inmate and their possessions. All Inmate Property is thoroughly searched by U.S.C. Agents inside of the pick-up facility and is never made accessible to inmates while in transport. All inmate property is thoroughly inventoried at both pick-up and drop-off and is signed for by U.S.C. Agents, the inmate, and a facility staff member at both locations. U.S.C. Agents have the right to refuse to transport any Inmate Property that violates U.S.C. policies on inmate property or is of excessive size in relativity of the space available in the transport vehicle. Policies on Inmate Property will be made available upon agency request.

Housing/Mid-Trip Breaks: Temporary housing/holds are sometimes needed to safely complete an inmate's transport. These Temporary Holds allow the inmate to shower, hygiene, and properly rest. All holds are properly documented and available to the ordering agency, upon request. The facility conducting the hold will be advised of the inmate's escape potential, security threat - such as gang affiliations, and if the inmate is known to be disruptive or of a 'high-profile.' Prisoners in route are prohibited from using phones and/or 'outside' communication devices at any temporary holding/housing facility.

U.S. Corrections utilizes a network of strategic partnerships we have developed over the years with law enforcement agencies and correctional facilities. These partners, when they can, allow us to utilize their facilities for brief stops. By utilizing these secured facilities, U.S.C. Agents while transporting inmates only stop at secured facilities for any needed restroom breaks, meals, or needed stops. **The inmate compartments during transport are never opened, unguarded, or left unsecured at any time outside of secured facilities or without law enforcement and/or correctional support on scene.**

Medical Emergencies: If a medical emergency arises, U.S.C. Agents are trained to immediately contact their operations team and reroute their trip to the nearest medical facility or secured facility, depending on the severity, as possible. Local law enforcement is also immediately contacted and requested to assist U.S.C. Agents. The agency requesting the inmate transport will be notified immediately of the inmate's medical condition, location and transport status. U.S. Corrections will arrange for security coverage for the inmate (Medical Watch) while they receive treatment, if approved by the contracted agency and costs are properly negotiated/authorized. Once appropriate arrangements are made to ensure the inmate is guarded accordingly, the transport will continue as planned.

Reporting of Incidents: U.S. Corrections Operations support maintains constant contact with U.S.C. Agents throughout the United States and U.S. Territories. When incidents such as vehicle breakdowns, medical emergencies, inmate disturbances, or attempted escapes occur, U.S.C. Agents immediately relay the incident to their support staff and appropriate supervisor. If local authorities are needed, they are contacted immediately. After action reports are always completed and filed by the U.S.C. Agents involved and if the incident warrants an investigation, U.S.C. Internal Affairs officers will investigate, as needed.

Air Transports: U.S. Corrections utilizes commercial air travel on an 'as needed' basis or when it is requested by the ordering agency. While transporting inmates by commercial airliner, U.S. Corrections works closely with the Transportation Security Administration (TSA), Airport Security, Airport Police, and appropriate Air Carrier Staff. U.S. Corrections closely adheres to all Federal Aviation Administration (FAA) regulations for the transportation of prisoners, *FAR – Part 108, Section 221.* We also have thorough experience in providing mass inmate moves via private airliners.

Air Transports are billed on a case-by-case basis and must be preapproved by the ordering agency before executed. The costs associated with air transports shall include current commercial 'coach-class' one-way airfare for the offender(s) in transit and commercial 'coach-class' round trip airfare for U.S.C. agents (typically two). If additional U.S.C. Agents are required, the airfare will increase by the number of personnel required.

Confidentiality: Inmate confidentiality is taken very seriously by U.S. Corrections. All information obtained for the transport of an inmate is held securely and is only accessible to authorized U.S.C. employees who, in order to successfully complete the transport, must view that information. **At no time will inmate information be disclosed to unauthorized parties or outside sources.** It is U.S. Correction's policy to never reveal transport details to outside sources as the inappropriate distribution of such information could heighten escape attempts and increase the probability of harm to U.S.C. Agents and/or inmates in transit.

Inmate Identification: All inmates being transported by U.S. Corrections are partnered with a U.S.C. provided face sheet, which stays in the possession of U.S.C. Agents during all portions of the inmate's transport. U.S.C. Agents follow thorough procedures for identifying inmates prior to, after, and during transport. If a U.S.C. Agent fails to identify an inmate, prior to transport, the inmate will not be accepted into the custody of U.S. Corrections. Our agents utilize this information to confirm an inmate's identity and much of it is included on the inmate's face sheet.

OPERATIONS

Placing a Transport Request: U.S. Corrections prides ourselves on the simplicity of our online transport ordering system. We have successfully revolutionized the inmate transport industry with this system and have eliminated the need for orders to be submitted by facsimile, electronic mail, or by phone, although we do accept these orders 24/7/365, if preferred by the agencies we serve. By utilizing an online 'secured' ordering system, orders are ensured for accuracy and are processed quicker. Everyone from the requesting agency is assigned a unique username and password for a fully secured login.

U.S. Corrections can accept and process transport orders 24/7/365.

Online: www.prisonertransport.net
By Phone: **615-352-9798**
Toll Free: **866-388-8488**
By Fax: **615-352-9737**
By Email: info@prisonertransport.net

The following is our process for an inmate transportation order placed by a client.

Agency Places the Transport Order:

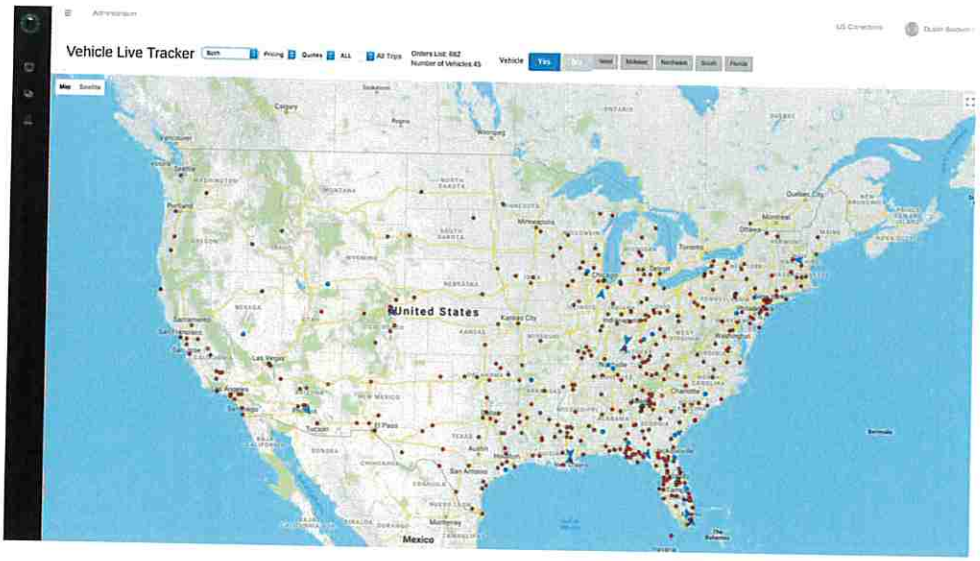
The authorized official from the agency requesting the inmate's transportation will submit a "New Transport Order" electronically through our **online system**. Here, they will fill out the inmate's information, charges, pick-up-dates, deadlines, and other pertinent information. They will also have the opportunity to upload the required, or additional documents needed for seamless transport (Waiver of Extradition, Governor's Warrant, Medical Screening Forms, etc.)

U.S. Correction's Operations Center Confirms the Order and Schedules the Transports:

After the order is placed, U.S. Corrections Customer Service team receives an alert that there is now a transport needed. Once the details have been verified, the inmate is scheduled for pick-up based on pick-up dates/times, deadlines, releases, court dates, etc.

Agents Routed:

Our routers and trip planners will then assign the pick-up/drop-off to our nearest transport team or a team that is soon to be in that area given their existing route. The U.S. Corrections Agents assigned to the transport will receive everything needed for a seamless pick-up and drop-off; required documents, maps, restraints, etc. A U.S.C. Customer Service representative will update the online order and provide the requesting agency our planned pick-up date/time along with an estimated time as to when the inmate will reach their final drop-off point.



Pick-Up Destination:

U.S.C. Representative's will contact the holding location in advance prior to arrival. Upon arrival, they follow a strict protocol to take custody of the inmate. Our agents verify that they have all documents, medications, and permitted personal property for transport. U.S.C. Agents will do a proper search of the inmate and restrain them with leg shackles, a belly-chain, and handcuffs consistent with *ACA* Standards.

Drop-Off Location:

U.S.C. Representative's will contact the receiving location (most often the ordering Agency) in advance prior to arrival. When they arrive, they will provide all necessary documentation to transfer custody to the receiving facility/agency. They will also transfer to the receiving agency all inmate property and medications that were received during pickup.

Billing: All billing is handled by U.S.C. Office Administrators. All invoices, unless the Agency requests otherwise, are billed on a weekly basis and clearly display all pertinent billing and transport information.

AUTHORITY & COMPLIANCE

U.S. Corrections operates nationwide under the authority of the U.S. Department of Justice and the U.S. Department of Transportation, Federal Motor Carrier Safety Administration (FMCSA) and abides by U.S. Department of Transportation regulations for *Maximum Driving Time for Passenger Carrying Vehicles, Section 395.5* and all other applicable DOT regulations. U.S. Corrections also complies with all Federal regulations governed by the *Interstate Transportation of Dangerous Criminals Act of 2000 (Jenna's Act),* and *18 U.S. Code, Chapter 209 [Extradition] Sec. 3182, 3193, & 3194*. While transporting inmates via commercial airliner U.S. Corrections closely adheres to all Federal Aviation Administration (FAA) regulations for the transportation of prisoners, *FAR – Part 108, Section 221.*

Industry Caution: Agencies looking to utilize a private prisoner transport company should use extreme caution and ensure that they are vetting transport companies appropriately. The private Prisoner Transport industry is filled with company's attempting to "fly under the radar" of the law, even when performing services for law enforcement agencies, such as yours. It is extremely difficult and costly to operate legally in, and to be within compliance of all State and Federal laws.

We have provided a brief outline of the Federal regulations below that represent the minimum standards a transport company must meet to operate legally. **Please consider these standards when evaluating the proposals for this bid to ensure that your Agency is contracting and utilizing a legally operating vendor.**

Mandatory Insurance Requirements:

The minimum Federal requirements for auto liability insurance are:
- $1.5MM (15-passenger or less)
- $5.0MM (15-passenger or more) Commercial (CDL drivers required)

The minimum coverage for a General Liability Policy for Prisoner Transportation:
- $3.0MM (including Excess Umbrella Coverage)

The minimum coverage for a Workers Compensation Policy for Prisoner Transportation:
- $1.0MM

The minimum coverage for Professional Liability Policy for Prisoner Transportation:
- $1.0MM

Any company who is properly insured **should provide a Certificate of Insurance** and **letter from their insurance agent stating they are fully aware that the company is in the business of transporting prisoners** on their Auto Liability, General Liability, Workers Compensation, and Professional liability policies. If an insurance company is not aware that a company is in the business of transporting inmates they will not insure against litigation, accident, injury or death should something occur while transporting your inmates and the insured's policy will be cancelled immediately.

- **Electronic Logging Devices:** This federal law went into effect on December 18th, 2017, by the Department of Transportation and the FMSCA. Any motor carrier operating a commercial motor vehicle must install/utilize and require each of its drivers to use an Electronic Logging Device (ELD) to record the driver's duty status.

  This system is used to measure the drivers' duty time to ensure the company is compliant with the laws governing the safety of interstate commerce and the safe transportation of their passengers.

- **FMCSA Operating Authority:** Commonly referred to as an MC#. Every prisoner transportation company must have FMCSA Operating Authority with a valid MC# per Federal Law.

- **USDOT#:** All prisoner transport companies that operate vehicles with a gross weight of over 10,001 pounds or vehicles designed to carry more than 8 passengers for compensation must be registered with the Federal Department of Transportation and have a valid DOT#.

- **DOT Safety Rating:** In addition to having operating authority granted by the DOT and the FMCSA, a company in the business of transporting inmates must abide by the following, per the DOT:
    - All drivers must complete DOT physicals.
    - Company must conduct a MVR check on all drivers
    - Comply with driver duty hours (Electronic Logging Device Monitors this and ensures compliance)
    - All interstate transport vehicles must have sleeper births installed.
    - All vehicles must undergo a DOT inspection annually.
    - Motor Vehicle Records must be kept on file.
    - All motor vehicle crashes must be reported.
    - Abide by all other regulations outlined and enforced by the DOT.

  Because of the significant amount of information to track, the FMSCA has created a **Safety Rating System** that evaluates a company's compliance with their requirements and laws. The DOT must conduct a safety audit at the transport company's physical location to determine said compliance and then a rating is provided to the transport company.

  The minimum standard for a Prisoner Transportation Company should be a SATISFACTORY RATING with the DOT.

  Any company who has been in business for a minimum of 1.5 years should have their initial Safety Inspection completed by the DOT. Therefore, any Prisoner Transport Company should have a Safety Rating if they are operating legally after 2 years unless some extenuating circumstances are present.

  Because of this, most agencies require **a minimum of 3 years in business** to bid on a contract or before they will consider using them as a service provider.

- **Cameras in Transport Vehicles:** While cameras in vehicles are not a Federal or State requirement, we believe it should be a standard for the Prisoner Transportation Industry to have functional and working cameras in all vehicles used to transport inmates. Although it was a costly undertaking we have outfitted all of our current vehicles with multiple cameras.

REFERENCES

Ohio Adult Parole Authority, DRC
POC: Deputy Chris Gerren
614-752-1146
chris.gerren@drc.ohio.gov

4545 Fisher Road
Columbus, OH 43228

U.S. Corrections is under contract and is the sole prisoner transportation provider for the Ohio Adult Parole Authority, Department of Rehabilitation and Correction since 2012.

Fulton County Sheriff's Office

POC: Hattie Richey
404-612-5120
Hattie.Richey@fultoncountyga.gov

901 Rice Street Northwest
Atlanta, GA 30318

U.S. Corrections is under contract and is the sole prisoner transportation provider for the Fulton County Sheriff's Department. Since July 2008 we've Transported over 3,000 offenders for this agency.

State of Wisconsin

POC: Maggie Hutchens
608-240-5669
margaret.hutchens@wisconsin.gov

Wisconsin Division of Community Corrections,
3099 East Washington Ave, Madison, WI 53707

U.S. Corrections is under contract and has proudly performed extraditions and offender transports for the state of Wisconsin, who places over 1,200 out-of-state inmate moves per year, since 2014. Under this contract, U.S. Corrections is the sole prisoner transportation provider for

the Wisconsin Department of Corrections, the Wisconsin Division of Community Corrections, the Wisconsin Division of Adult Services, and the Wisconsin Division of Juvenile Justice.

Georgia Department of Corrections

POC:
Jackie Riggins or Hyla Love
770-504-7327
jackie.riggins@gdc.ga.gov
hyla.love@gdc.ga.gov

P.O. Box 1529
Forsyth, GA 31029

U.S. Corrections is under contract and is the sole prisoner transportation provider for the Georgia Department of Corrections. GDOC utilizes U.S. Corrections to facilitate all their out-of-state inmate transports.

Harris County Sheriff's Office

POC: Sergent Von Coleman
713-986-3371
Von.Coleman@Sheriff.hctx.net

Criminal Warrants Division, 810 San Jacinto
Houston, TX. 77002

U.S. Corrections is under contract and is the sole prisoner transportation provider for the Harris County Sheriff's Office Criminal Warrants Division since 2006. Harris County places over 1,400 out-of-state transport orders with our company annually.

PO BOX 171078
NASHVILLE, TN 37217
PH: 615.352.9798
FAX: 615.352.9737
INFO@PRISONERTRANSPORT.NET

To: Our Valued Clients and Prospective Customers

Re: Requirements and Industry Best Practices for Prisoner Transport Companies

Law enforcement agencies increasingly use private prisoner transport companies to fulfill their prisoner transports in a cost effective, safe, and timely manner. As the prisoner transport industry matures, more and more agencies find it difficult to select a prisoner transport provider based solely on price.

We have been asked by a number of our clients to provide a template outlining both the minimum regulatory requirements and more importantly, the best practices for private prisoner transport companies. These guidelines may be shared with your agency purchasing department to assist in the selection process of a prisoner transportation company.

Federal Regulations: Prisoner Transportation Companies

Statutes and Regulations:

Private prisoner transportation companies are governed by **34 USC 60103 known as "Jenna's Act".**

The act and accompanying regulations require:

- Minimum standards for background checks and pre-employment drug testing for potential employees, to disqualify persons with a felony conviction or domestic violence conviction.
- Minimum standards for the length and type of training that employees must undergo before they can transport prisoners not to exceed 100 hours of preservice training focusing on the transportation of prisoners. Training shall be in the areas of use of restraints, searches, use of force, including use of appropriate weapons and firearms, CPR, map reading, and defensive driving.
- Restrictions on the number of hours that employees can be on duty during a given time period. Such restriction shall not be more stringent than current applicable rules and regulations concerning hours of service promulgated under the Federal Motor Vehicle Safety Act.
- Requirement that officer to prisoner ration not exceed 1 agent for every 6 violent prisoners.
- Minimum standards for employee uniforms and identification that require wearing of a uniform with a badge or insignia identifying the employee as a transportation officer.
- Minimum requirements for the restraints that must be used when transporting violent prisoners, to include leg shackles and double-locked handcuffs, when appropriate.

U.S. Department of Transportation

Any company in the business of transporting inmates interstate and:

- Has a gross vehicle weight rating or gross combination weight rating, or gross vehicle weight or gross combination weight, of 4,536 kg (10,001 pounds) or more, whichever is greater; or
- Is designed or used to transport more than 8 passengers (including the driver) for compensation; or
- Is designed or used to transport more than 15 passengers, including the driver, and is not used to transport passengers for compensation.

Is required by FMCSA to obtain a USDOT Number and comply with the Federal Regulations.

Any prisoner transportation company must comply with this requirement. Many companies try to get around these requirements by using small sedans, or mini-vans, which are not as safe and secure as dedicated transport vehicles designed and outfitted for prisoner transport.

The FCMSA also requires minimum insurance of:

- $1.5MM (15-passenger or less)
- $5.0MM (15-passenger or more) Commercial (CDL drivers required)

You should obtain a Certificate of Insurance yearly from your vendor and make sure that the insurance provided does not exclude operating the vehicle for hire or transporting prisoners.

Federal Motor Carrier Safety Administration (FMCSA) Requirements Operating Authority/ Motor Carrier Number (MC#)

- Operating Authority means the registration (MC#) as required by 49 U.S.C. 13902, 49 CFR part 365, 49 CFR part 368, and 49 CFR 392.9a and is required by all companies in the business of transporting passengers for hire.

Every Prisoner Transportation Company must have Operating Authority with a valid (non-expired) MC# per Federal Law.

DOT SAFETY RATING

In addition to having Operating Authority with an MC# and requiring a USDOT #, a company in the business of transporting inmates must have all driver's complete DOT physicals, complete driver's history check on all employees, comply with driver duty hours (ELD tracks this), have compliant sleeper berths with minimum measurements as outlined per the DOT, run vehicles through annual inspections, keep Motor Vehicle Reports on file, report crashes, and much more ensuring that they are operating legally and safely across our Country's interstates with their passengers.

This is a significant amount of information to keep track of and if you are the agency using this company it could become overwhelming. This is why the FMSCA has created a **Safety Rating System** that is determined after the company has been through a safety check from the DOT, auditing the company's compliance with all of their requirements and laws.

The minimum standard for a Prisoner Transportation Company should be a SATISFACTORY RATING with the DOT.

Any company who has been in business for a minimum of 1.5 years should have their initial Safety Inspection completed by the DOT. Therefore, any Prisoner Transport Company should have a Safety Rating if they are operating legally after 2 years unless some extenuating circumstances are present.

Because of this, most agencies require **a minimum of 3 years in business** to bid on a contract or before they will consider using them as a service provider.

Electronic Logging Devices (ELD)

Per the Department of Transportation and FMSCA, as required by *MAP–21, § 395.8(a)(1)* directs a motor carrier operating CMVs to install and require each of its drivers to use an ELD to record the driver's duty status no later than December 18, 2017.

This system is used to measure the drivers' duty time to ensure the company is compliant with the laws governing the safety of interstate commerce and the safe transportation of their passengers.

COMPANY SNAPSHOT

The *Company Snapshot* is a concise electronic record of a company's identification, size, commodity information, and safety record, including the safety rating, a roadside out-of-service inspection summary, and crash information. The *Company Snapshot* is available via an ad-hoc query (one carrier at a time) free of charge.

You can check a company's **Safety Rating on the Company Snapshot Page** here:

- safer.fmcsa.dot.gov/CompanySnapshot.aspx

Best Practices for Contracting with Private Prisoner Transport Companies

The following recommendations are minimum requirements that in many cases have been adopted by your peers and that we have seen in contracting to perform prisoner transportation services. We believe such provisions improve transparency to the purchasing departments and agencies and enhance the safety of both prisoners and agents while performing interstate prisoner transportation:

Insurance Requirements:

In addition to the mandated auto liability insurance required above by FMCSA, private transport companies should maintain a minimum of:

- $3.0MM (including Excess Umbrella Coverage) in Commercial General Liability insurance,
- $1.0MM in Workers Compensation insurance,

Any company who is properly insured ***should provide a Certificate of Insurance and some documentation from the insurance company or agent stating they are fully aware the company is in the business of transportation of inmates*** *on their Auto Liability, General Liability, and Workers Compensation.*

If an insurance company is not aware that a company is in the business of transporting inmates the company and ultimately you may not be covered in the event of an accident or death.

Fleet Requirements:

Many contracting agencies require specific fleet requirements for their private prisoner transport vendor. The following are examples we believe should be incorporated in any contract for prisoner transportation services:

- Seatbelts for each agent AND prisoner being transported in any vehicle transporting 15 passengers or less.
- A minimum of three (3) working video cameras with secure recording equipment with a minimum of 7-day recording retention.
- A secondary and independent heating and air conditioning system serving prisoner areas.
- Global positioning system equipment to allow vehicles to be tracked and located nationwide on a real-time basis.
- Communication device to allow communication to and from law enforcement agencies or home office nationwide.
- Speed limiting devices set to allow the speed of the transport vehicles to be limited to 70 mph.
- Segregated Prisoner seating with a minimum of 3 segregation areas.
- Food delivery access doors that allow prisoner food service without requiring prisoner ingress and egress doors to be opened.
- Sleeper berth with a minimum dimension of 24" X 24" X 75".
- Vehicles available for inspection upon request to ensure compliance with the bid/contract and vehicle requirements.

Additionally, in order to ensure that the company can provide responsive and timely service a transport company should have either:

A) Six transport vehicles (combination of Vans or Busses) or,

B) One transport vehicle for each $15,000 of anticipated annual transport volume the agency expects to purchase.

You should ensure all vehicles are insured by checking the *Company Snapshot* (link above) and look for the number of "Power Units". The number of power units should match the number of vehicles that are listed in the fleet size on the bid/contract.

[END]

Should you have any questions or seek clarification on any of the above, please feel free to contact your local Department of Justice Representative, Department of Transportation Representative, or our President and General Counsel, Joel Brasfield at jbrasfield@prisonertransport.net.

Thank you for your time and for helping us create a higher standard in the Prisoner Transportation Industry.

Dave Warden III
Vice President of
Sales & Marketing
U.S. Corrections
PH: 615-767-5988 Ext:156

ACORD

USCORRE-01

SRE|TEBA

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 8/1/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Earl Bacon Agency	CONTACT NAME: Suzi Reiter PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: sreiter@oakbridgeinsurance.com
INSURED U.S. Corrections, LLC 4150 Dow Road Ste. 1 Melbourne, FL 32934	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A: Upland Specialty Insurance Company — 16988 INSURER B: Florida Automobile JUA — 99999 INSURER C: James River Insurance Co — 12203 INSURER D: INSURER E: INSURER F:

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:			USPGL0059026	8/3/2025	8/3/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 0 $ 1,000,000 $ 2,000,000 $ 2,000,000
B	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY X SCHEDULED AUTOS HIRED AUTOS ONLY NON-OWNED AUTOS ONLY			FCA0900000429-7	3/10/2025	3/10/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,500,000 $ $ $
A	UMBRELLA LIAB X OCCUR X EXCESS LIAB CLAIMS-MADE DED RETENTION $			USXGL0023126	8/3/2025	8/3/2026	EACH OCCURRENCE AGGREGATE	$ 2,000,000 $ 2,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $
C	Hired Auto Liability			CA43601231-05	3/10/2025	3/10/2026	PER OCCURENCE	1,000,000
C	Excess Over Hired AL			00100816-5	3/10/2025	3/10/2026	PER OCCURENCE	500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Professional Liability (E&O)
$3,000,000 per occurence/$3,000,000 aggregate
8/3/25-8/3/26/Pol #VNPL016697/Gemini Insurance Co.

CERTIFICATE HOLDER

Insured Copy
For Bid Purposes

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.
The ACORD name and logo are registered marks of ACORD

CERTIFICATE OF LIABILITY INSURANCE

Date: 2/7/2025

Producer: Plymouth Insurance Agency
2739 U.S. Highway 19 N.
Holiday, FL 34691
(727) 938-5562

This Certificate is issued as a matter of information only and confers no rights upon the Certificate Holder. This certificate does not amend, extend or alter the coverage afforded by the policies below.

Insured: South East Personnel Leasing, Inc. & Subsidiaries
2739 U.S. Highway 19 N.
Holiday, FL 34691

Insurers Affording Coverage		NAIC #
Insurer A:	Lion Insurance Company	11075
Insurer B:		
Insurer C:		
Insurer D:		
Insurer E:		

Coverages

The policies of insurance listed below have been issued to the insured named above for the policy period indicated. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions, and conditions of such policies. Aggregate limits shown may have been reduced by paid claims.

INSR LTR	ADDL INSRD	Type of Insurance	Policy Number	Policy Effective Date (MM/DD/YY)	Policy Expiration Date (MM/DD/YY)	Limits	
		GENERAL LIABILITY				Each Occurrence	$
		☐ Commercial General Liability				Damage to rented premises (EA occurrence)	$
		☐ Claims Made ☐ Occur				Med Exp	$
						Personal Adv Injury	$
		General aggregate limit applies per:				General Aggregate	$
		☐ Policy ☐ Project ☐ LOC				Products - Comp/Op Agg	$
		AUTOMOBILE LIABILITY				Combined Single Limit (EA Accident)	$
		☐ Any Auto				Bodily Injury (Per Person)	$
		☐ All Owned Autos				Bodily Injury (Per Accident)	$
		☐ Scheduled Autos				Property Damage (Per Accident)	$
		☐ Hired Autos					
		☐ Non-Owned Autos					
		EXCESS/UMBRELLA LIABILITY				Each Occurrence	
		☐ Occur ☐ Claims Made				Aggregate	
		☐ Deductible					
A		Workers Compensation and Employers' Liability	WC 71949	01/01/2025	01/01/2026	X WC Statutory Limits ☐ OTHER	
		Any proprietor/partner/executive officer/member excluded? NO				E.L. Each Accident	$1,000,000
		If Yes, describe under special provisions below.				E.L. Disease - Ea Employee	$1,000,000
						E.L. Disease - Policy Limits	$1,000,000
		Other	Lion Insurance Company is A.M. Best Company rated A (Excellent). AMB # 12816				

Descriptions of Operations/Locations/Vehicles/Exclusions added by Endorsement/Special Provisions: Client ID: 01-67-864

Coverage only applies to active employee(s) of South East Personnel Leasing, Inc. & Subsidiaries that are leased to the following "Client Company":

U.S. Corrections LLC

Coverage only applies to injuries incurred by South East Personnel Leasing, Inc. & Subsidiaries active employee(s).
Coverage does not apply to statutory employee(s) or independent contractor(s) of the Client Company or any other entity.
A list of the active employee(s) leased to the Client Company can be obtained by emailing a request to certificates@lioninsurancecompany.com
Project Name: FOR BIDDING PURPOSES ONLY

ISSUE 02-07-25 (KO)

Begin Date: 12/30/2024

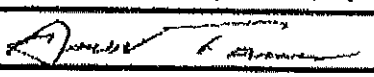
CERTIFICATE HOLDER

U.S. CORRECTIONS LLC.

4150 BOW ROAD, SUITE 1
MELBOURNE, FL 32934

CANCELLATION

Should any of the above described policies be cancelled before the expiration date thereof, the issuing insurer will endeavor to mail 30 days written notice to the certificate holder named to the left, but failure to do so shall impose no obligation or liability of any kind upon the insurer, its agents or representatives.



U.S. Department of Transportation
Federal Motor Carrier Safety Administration

1200 New Jersey Ave., S.E.
Washington, DC 20590

SERVICE DATE
August 13, 2014

PERMIT
MC-872586-P
U.S. DOT No. 2515080
US CORRECTIONS LLC
D/B/A USC
CHARLOTTE, NC

This Permit is evidence of the carrier's authority to engage in transportation as a **contract carrier of passengers** by motor vehicle in interstate or foreign commerce.

This authority will be effective as long as the carrier maintains compliance with the requirements pertaining to insurance coverage for the protection of the public (49 CFR 387); the designation of agents upon whom process may be served (49 CFR 366); and tariffs or schedules (49 CFR 1312). Failure to maintain compliance will constitute sufficient grounds for revocation of this authority.

Service must be performed under a continuing agreement with one or more persons.

Jeffrey L. Secrist, Chief
Information Technology Operations Division

NOTE: Willful and persistent noncompliance with applicable safety fitness regulations as evidenced by a DOT safety fitness rating of "Unsatisfactory" or by other indicators, could result in a proceeding requiring the holder of this certificate or permit to show cause why this authority should not be suspended or revoked.

PPO

○ USDOT Number ○ MC/MX Number ◉ Name

Enter Value: US CORRECTIONS LLC

Search

Company Snapshot

US CORRECTIONS LLC
USDOT Number: 2515080

ID/Operations | Inspections/Crashes In US | Inspections/Crashes In Canada | Safety Rating

Other Information for this Carrier

- SMS Results
- Licensing & Insurance

Carriers: If you would like to update the following ID/Operations information, please complete and submit form MCS-150 which can be obtained online or from your State FMCSA office. If you would like to challenge the accuracy of your company's safety data, you can do so using FMCSA's DataQs system.

USDOT Status

- **ACTIVE:** The entity's US DOT number is active.
- **INACTIVE:** Inactive per 49 CFR 390.19(b)(4); biennial update of MCS-150 data not completed.
- **OUT-OF-SERVICE:** Carrier is under any type of out-of-service order and is not authorized to operate.

Operating Authority Status

- **AUTHORIZED FOR { Passenger, Property, HHG }:** This will list the specific operating authorities the carrier (or broker) is allowed to operate.
- **NOT AUTHORIZED:** The entity does not have any operating authority and/or is not authorized to engage in interstate, for-hire operations.
  *Please Note: **NOT AUTHORIZED** does not apply to **Private or Intrastate** operations.
- **OUT-OF-SERVICE:** Carrier is under any type of out-of-service order and is not authorized to operate.

Out of Service Date

Indicates the date the company was ordered Out of Service. If there are multiple Out of Service orders, the earliest date will be displayed.

Please note: If there are multiple Out-of-Service orders, the earliest date will be displayed.

For help on the explanation of individual data fields, click on any field name or for help of a general nature go to **SAFER General Help**.

The information below reflects the content of the FMCSA management information systems as of 09/12/2025.

To find out if this entity has a pending insurance cancellation, please click here.

USDOT INFORMATION			
Entity Type:	CARRIER		
USDOT Status:	ACTIVE	Out of Service Date:	None
USDOT Number:	2515080	State Carrier ID Number:	
MCS-150 Form Date:	03/17/2025	MCS-150 Mileage (Year):	6,400,000 (2024)
OPERATING AUTHORITY INFORMATION			
Operating Authority Status:	AUTHORIZED FOR Passenger For Licensing and Insurance details click here.		
MC/MX/FF Number(s):	MC-872586		
COMPANY INFORMATION			
Legal Name:	US CORRECTIONS LLC		
DBA Name:	USC		
Physical Address:	517 HICKORY HILLS BOULEVARD NASHVILLE, TN 37189		
Phone:	(615) 352-9798		
Mailing Address:	PO BOX 146 WHITES CREEK, TN 37189		
DUNS Number:	--		
Power Units:	40	Non-CMV Units:	Drivers: 70

Operation Classification:

x Auth. For Hire	Priv. Pass.(Non-business)	State Gov't
Exempt For Hire	Migrant	Local Gov't
Private(Property)	U.S. Mail	Indian Nation
x Priv. Pass. (Business)	Fed. Gov't	

Carrier Operation:

x Interstate	Intrastate Only (HM)	Intrastate Only (Non-HM)

Cargo Carried:

General Freight	Liquids/Gases	Chemicals
Household Goods	Intermodal Cont.	Commodities Dry Bulk
Metal: sheets, coils, rolls	x Passengers	Refrigerated Food
Motor Vehicles	Oilfield Equipment	Beverages
Drive/Tow away	Livestock	Paper Products
Logs, Poles, Beams, Lumber	Grain, Feed, Hay	Utilities
Building Materials	Coal/Coke	Agricultural/Farm Supplies
Mobile Homes	Meat	Construction
Machinery, Large Objects	Garbage/Refuse	Water Well
Fresh Produce	US Mail	

ID/Operations | Inspections/Crashes In US | Inspections/Crashes In Canada | Safety Rating

US Inspection results for 24 months prior to: 09/12/2025

Total Inspections: 0
Total IEP Inspections: 0
Note: Total inspections may be less than the sum of vehicle, driver, and hazmat inspections. Go to Inspections Help for further information.

Inspections:

Inspection Type	Vehicle	Driver	Hazmat	IEP
Inspections	0	0	0	0
Out of Service	0	0	0	0
Out of Service %	0%	0%	0%	0%
Nat'l Average % as of DATE 08/29/2025*	22.26%	6.67%	4.44%	N/A

*OOS rates calculated based on the most recent 24 months of inspection data per the latest monthly SAFER Snapshot.

Inspections

Number of roadside inspections conducted within the past two years. (Note: These inspections are distinct from the periodic inspections required under 49 CFR Part 396.17, and may not include inspection of all parts and accessories set forth in 49 CFR Part 396 Appendix A.)

The inspections listed on SAFER are conducted in accordance with the North American Standard Inspection Program which was created by the Commercial Vehicle Safety Alliance (CVSA) as the roadside inspection process for inspecting commercial motor vehicles and drivers throughout North America.

Inspections are listed as total, driver, vehicle, and Hazmat. Please see https://www.fmcsa.dot.gov/safety/question-1-can-violation-free-cvsa-level-i-or-level-v-inspection-be-used-satisfy-periodic for more details.

Crashes reported to FMCSA by states for 24 months prior to: 09/12/2025

Note: Crashes listed represent a motor carrierâ€™s involvement in reportable crashes, without any determination as to responsibility.

Crashes:

Type	Fatal	Injury	Tow	Total
Crashes	0	1	0	1

ID/Operations | Inspections/Crashes In US | Inspections/Crashes In Canada | Safety Rating

Canadian Inspection results for 24 months prior to: 09/12/2025

Total inspections: 0
Note: Total inspections may be less than the sum of vehicle and driver inspections. Go to Inspections Help for further information.

Inspections:

Inspection Type	Vehicle	Driver
Inspections	0	0
Out of Service	0	0
Out of Service %	0%	0%

Crashes results for 24 months prior to: 09/12/2025

Note: Crashes listed represent a motor carrierâ€™s involvement in reportable crashes, without any determination as to responsibility.

Crashes:

Type	Fatal	Injury	Tow	Total
Crashes	0	0	0	0

ID/Operations | Inspections/Crashes In US | Inspections/Crashes In Canada | Safety Rating

The Federal safety rating does not necessarily reflect the safety of the carrier when operating in intrastate commerce.

Carrier Safety Rating:

The rating below is current as of: 09/12/2025

Review Information:

Rating Date:	03/17/2016	Review Date:	03/15/2016
Rating:	Satisfactory	Type:	Compliance Review

Form **W-9**
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give form to the requester. Do not send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See *Specific Instructions* on page 3.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)

US Corrections, LLC

2 Business name/disregarded entity name, if different from above.

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor ☐ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate

☑ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) . . . . S

Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.

☐ Other (see instructions)

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any)

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any)

(Applies to accounts maintained outside the United States.)

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . . ☐

5 Address (number, street, and apt. or suite no.). See instructions.

PO Box 146

Requester's name and address (optional)

6 City, state, and ZIP code

Whites Creek, TN 37189

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			–			–				

or

Employer identification number

8	2	–	3	2	0	1	2	6	4

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person Patricia Broom Date Jan 16, 2025

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

E-Verify

E-VERIFY IS A SERVICE OF DHS AND SSA

Company ID Number: 2410645

Approved by:

Employer US Corrections, LLC	
Name (Please Type or Print) Joel Brasfield	**Title**
Signature Electronically Signed	**Date** 04/23/2024
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	**Title**
Signature Electronically Signed	**Date** 04/23/2024

E-Verify

E-VERIFY IS A SERVICE OF DHS AND SSA

Company ID Number: 2410645

Information Required for the E-Verify Program Information relating to your Company:	
Company Name	US Corrections, LLC
Company Facility Address	517 Hickory Hills Blvd Whites Creek, TN 37189
Company Alternate Address	PO Box 146 Whites Creek, TN 37189
County or Parish	DAVIDSON
Employer Identification Number	823201264
North American Industry Classification Systems Code	541
Parent Company	
Number of Employees	100 to 499
Number of Sites Verified for	2 site(s)

E-Verify

Company ID Number: 2410645

E-VERIFY IS A SERVICE OF DHS AND SSA

Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

FL	1
TN	1

E-Verify

E-VERIFY IS A SERVICE OF DHS AND SSA

Company ID Number: 2410645

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name	Joel Brasfield
Phone Number	6158569883
Fax	
Email	jbrasfield@prisonertransport.net

Name	Tanisha Cheek
Phone Number	8663888488114
Fax	
Email	tcheek@prisonertransport.net

U.S. Corrections

P.O. Box 146, Nashville, TN 37189
Office: 866.388.8488 Fax: 615.3529737

Shannon Slade
Training Director

Thursday, September 25, 2025

To whom it may concern:

This is to certify that **(Agent Name), ###-##-(last 4 of social)** has successfully completed the US Corrections, **Basic Extradition Agent Training course (Class #)** on September 25, 2025 in accordance with requirements set forth in Title 28 CFR Chapter 97. This approximately 100-hour course required passing a written exam with a score of 80% or better, Level 1 exposure to OC spray and live fire shotgun qualification. Additionally, this certification course was followed by a minimum of 400 hours of field training.

Topic Covered	Training Hours
1. Source & Limits of Authority	2 Hours
2. Ethics & Professionalism	2 Hours
3. Policy & Directive Review	4 Hours
4. DOT Rules & Regulations	4 Hours
5. Extradition Categories	1 Hour
6. Sexual Harassment/PREA	4 Hours
7. Conflict Resolution/Tactical Communication	4 Hours
8. SICDS Awareness & Prevention	1 Hour
9. Reports & Forms	4 Hours
10. Report Writing	4 Hours
11. Handling Property & Contraband	3 Hours
12. Searching Prisoners	8 Hours
13. Emergency Procedures	3 Hours
14. Use of Force & Responding to Resistance	4 Hours
15. Proper Use of Restraint Devices	8 Hours
16. CPR & First Aid	4 Hours
17. Chemical Agent, OC Spray (EXPOSURE REQUIRED)	4 Hours
18. Electronic Control Devices (EXPOSURE REQUIRED)	4 Hours
19. Subject Control Techniques	8 Hours
20. Firearms Safety & Familiarization (LIVE FIRE QUALIFICATION)	8 hours
21. Advanced Driver Training	8 Hours
22. Fitness & Nutrition	1 Hour
23. Stress Management	1 Hour
24. Practical Exercises & Evaluation	6 Hours

Total hours of training received: **(Approximately) 100 Hours**

Shannon Slade

Captain Shannon Slade
Director of Training

US CORRECTIONS, LLC
A PRISONER TRANSPORTATION SERVICES, LLC COMPANY

PO BOX 171078
NASHVILLE, TN 37217
PH: 615.352.9798
FAX: 615.352.9737
INFO@PRISONERTRANSPORT.NET

DIVISION OF WARRANTS AND EXTRADITIONS

November 18th, 2025

Jefferson County Purchasing Department
IFB 25-049/CG
Term Contract for Prisoner Transportation Services

To the reviewing panel,

Below you will find our requested exceptions and deviations to **IFB 25-049/CG** Prisoner Transportation Services for Jefferson County.

4.1 SPECIFICATIONS (pg. 43 of 65)

4.1.3 All prisoners shall be transported by ground unless special circumstances dictate otherwise, and those prisoners will be handled on a case-by-case basis. In the event air services are required to transport prisoners, prior written approval by the Jefferson County Sheriff's Department is required.

We request an exception to this Specification: Please note that on March 25, 2020 we temporarily closed our ground network due to the COVID-19 Pandemic. We currently operate with a Limited Ground Network due to housing facility constraints and adherence to Federal DOT regulations. For transportation needs outside these areas, we offer Air Extradition and Air to Ground Flex services. Please feel free to reach out with any questions or concerns.

4.2 INTERNAL AND EXTERNAL STANDARDS AND GUIDELINES

4.2.3 Contractor must employ pre-employment screening measures for all potential employees, including but not limited to a fingerprint-based background check and a test for the use of controlled substances.

Clarification to this Specification:

Agent Drug Testing and Background Check:
Prior to being offered a position as an US Corrections Extradition Agent. All applicants Must pass a **Level II background check** and never have been convicted of a felony or a violent crime, conforming to *Section 921 of Title 18, United States Code, for Eligibility for Employment.*
Extradition Agents Must be and remain drug free, conforming to *FMCSA requirements, Part 382.*

US CORRECTIONS, LLC
A PRISONER TRANSPORTATION SERVICES, LLC COMPANY

PO BOX 171078
NASHVILLE, TN 37217
PH: 615.352.9798
FAX: 615.352.9737
INFO@PRISONERTRANSPORT.NET

DIVISION OF WARRANTS AND EXTRADITIONS

Services Contract - Indemnification

We propose the following Indemnification language.

Contractor agrees, upon receipt of written notice of a claim or action, to defend the claim or action, or take other appropriate measure to indemnify, and hold harmless the County, its Officers, its Agents, and its Employees from and against all claims and actions for bodily injury, death, or property damages caused by the fault of the Contractor, its Officers, its Agents, or its Employees. The contractor is obligated to indemnify only to the extent of the fault of the Contractor, its Officers, its Agents, or its Employees. However, the Contractor shall have no obligation as set forth above with respect to any claim or action from bodily injury, death or property damages arising out of the fault of the County, its Officers, its Agents, or its Employees.

Services Contract - Forces Majeure
We request the following forces majeure language be incorporated in the resulting agreement.

> ***Neither party shall be liable in damages or have the right to terminate this agreement for any delay or default in performing hereunder if such delay or default is caused by conditions beyond its control or are inadvisable, commercially impracticable, or illegal including by not limited to acts of God, government restrictions (including the denial or cancellation of any necessary license or certification), wars, insurrections, acts of terrorism, threats of terrorism, civil disorder, labor strikes or disruptions, epidemics, pandemics and/or any other cause that is beyond the reasonable control of the party whose performance is affected (including mechanical, electronic, or communications failure). Contractor reserves the right to refuse to move any Prisoner for any reason. Nothing in this agreement shall be construed to obligate the Contractor to accept any move on behalf of the Department under this agreement.***

Please contact me at 615-352-9798 ext. 114 with any questions regarding these exceptions and deviations. Thank you again for your consideration.

Best,

Tanisha Cheek
Business Development Director
U.S. Corrections, LLC
Phone: 615-352-9798 Ext:114
Fax: 615-352-9737

JEFFERSON COUNTY PURCHASING DEPARTMENT

Deborah L. Clark, Purchasing Agent

1149 Pearl Street
1st Floor, Beaumont, TX 77701

OFFICE MAIN: (409) 835-8593
FAX: (409) 835-8456

LEGAL NOTICE
Advertisement for Invitation for Bids

October 14, 2025

Notice is hereby given that sealed bids will be accepted by the Jefferson County Purchasing Department for Invitation for Bid **(IFB 25-049/CG), Term Contract for Prisoner Transportation Services for Jefferson County.** Specifications for this project may be obtained from the Jefferson County website, https://jeffersoncountytx.gov/Purchasing/ or by calling 409-835-8593.

Bids are to be sealed and addressed to the Purchasing Agent with the bid number and name marked on the outside of the envelope or box. Bidders shall forward an original and one (1) copy of their bid to the address shown below. Jefferson County does not accept bids submitted electronically. Late bids will be rejected as non-responsive. Bids will be publicly opened and read aloud in the Jefferson County Engineering Department Conference Room (5th Floor, Historic Courthouse) 1149 Pearl Street, Beaumont, Texas 77701, at the time and date below. Bidders are invited to attend the sealed bid opening.

BID NAME:	**Term Contract for Prisoner Transportation Services for Jefferson County**
BID NUMBER:	**IFB 25-049/CG**
DUE BY TIME/DATE:	**11:00 AM CST, Wednesday, November 19, 2025**
MAIL OR DELIVER TO:	**Jefferson County Purchasing Department** **1149 Pearl Street, 1st Floor** **Beaumont, Texas 77701**

Any questions relating to these bid requirements should be directed to Cindy Greene, Contract Specialist at 409-835-8593 or via email at: Cynthia.greene@jeffersoncountytx.gov. If no response in 72 hours, contact Deborah Clark, Purchasing Agent at 409-835-8593 or via email at: deb.clark@jeffersoncountytx.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 bid in accordance with the terms and conditions stated in this bid.

Bidders are strongly encouraged to carefully read the entire invitation, as failure to return and/or complete all required documentation will result in a response being declared as non-responsive.

Deborah Clark

Deborah L. Clark, Purchasing Agent
Jefferson County, Texas

PUBLISH:
The Examiner:
October 16, 2025 & October 23, 2025

TABLE OF CONTENTS

TABLE OF CONTENTS 1
SECTION 1: GENERAL CONDITIONS OF BIDDING AND TERMS OF CONTRACT 2
HUB, SBE, MBE OR WBE CERTIFICATION (INSERTION PAGE) 13
SECTION 2: FEMA MANDATED CONTRACT PROVISIONS 14
BYRD ANTI-LOBBYING CERTIFICATION FORM 28
DEBARMENT/SUSPENSION CERTIFICATION 29
CIVIL RIGHTS COMPLIANCE PROVISIONS 30
SECTION 3: SPECIAL REQUIREMENTS/BID SUBMISSION REQUIREMENTS 32
INSERTION PAGE: SYSTEM FOR AWARD MANAGEMENT (SAM) REGISTRATION PROOF 34
SAMPLE FORM 1295 36
INSERTION PAGE: FORM 1295 37
SECTION 3 (CONTINUED): SPECIAL REQUIREMENTS/BID SUBMISSION REQUIREMENTS 38
INSERTION PAGE: CERTIFICATE OF INSURANCE (COI) PROOF 41
BIDDER INFORMATION FORM 42
SECTION 4: MINIMUM SPECIFICATIONS 43
OFFER TO CONTRACT FORM 46
ACCEPTANCE OF OFFER FORM 47
INSERTION PAGE: ADDENDA 48
BID FORM 49
VENDOR REFERENCES 51
SIGNATURE PAGE 52
CERTIFICATION REGARDING LOBBYING 53
CONFLICT OF INTEREST QUESTIONAIRE 54
LOCAL GOVERNMENT OFFICER: CONFLICT DISCLOSURE STATEMENT FORM (OFFICE USE ONLY) 55
GOOD FAITH EFFORT DETERMINATION CHECKLIST 56
NOTICE OF INTENT 57
HUB SUBCONTRACTING PARTICIPATION DECLARATION FORM 58
RESIDENCE CERTIFICATION/TAX FORM 62
HOUSE BILL 89 VERIFICATION 63
SENATE BILL 252 CERTIFICATION 64
BID AFFIDAVIT 65

BID SUBMISSIONS:

One (1) Original and one (1) Bid Copy; with all copies to include a Completed Copy of this specifications packet, in its entirety.

Each Bidder shall ensure that required parts of their bid submission are completed with accuracy and submitted as per the requirements within this specifications packet, including any addenda.

Additionally, Bidder shall monitor the Jefferson County Purchasing Department Website for any addenda, additional instructions, or bid updates. https://jeffersoncountytx.gov/Purchasing/

Failure to return and/or complete all required documentation will result in a response being declared as non-responsive.

SECTION 1: GENERAL CONDITIONS OF BIDDING AND TERMS OF CONTRACT

By execution of this document, the Vendor accepts all general and special conditions of the contract as outlined below and, in the specifications, and plans.

1. BIDDING.

1.1 BIDS.
All bids must be submitted on the bid form furnished in this package.

1.2 AUTHORIZED SIGNATURES.
The bid must be executed personally by the Vendor, duly authorized partner of the partnership, or duly authorized officer of the corporation. If executed by an agent, a power of attorney or other evidence of authority to act on behalf of the Vendor shall accompany the bid to become a valid bid.

1.3 LATE BIDS.
Bids must be in the office of the Jefferson County Purchasing Agent before or at the specified time and date bids are due. Bids received after the submission deadline shall be rejected as non-responsive and returned unopened.

1.4 WITHDRAWAL OF BID PRIOR TO OPENING.
A bid may be withdrawn before the opening date by submitting a written request to the Purchasing Agent. If time allows, the Bidder may submit a new bid. Bidder assumes full responsibility for submitting a new bid before or at the specified time and date bids are due. Jefferson County reserves the right to withdraw a request for bids before the opening date.

1.5 WITHDRAWAL OF BID AFTER OPENING.
Bidder agrees that its offer may not be withdrawn or cancelled by the Vendor for a period of ninety (90) days following the date and time designated for the receipt of bids unless otherwise stated in the bid and/or specifications.

1.6 BID AMOUNTS.
Bids shall show net prices, extensions where applicable and net total. In case of conflict between unit price and extension, the unit price will govern. Any ambiguity in the bid as a result of omission, error, unintelligible or illegible wording shall be interpreted in the favor of Jefferson County.

1.7 EXCEPTIONS AND/OR SUBSTITUTIONS.
All bids meeting the intent of the specifications and plans will be considered for award. Vendors taking exception to the specifications and plans, or offering substitutions, shall state these exceptions in the section provided. If bid is made on an article other than the one specified, which a Bidder considers comparable, the name and grade of said article must be specified in the bid and sufficient specifications and descriptive data must accompany same to permit thorough evaluation. The absence of stated exceptions and/or substitutions shall indicate that the Vendor has not taken any exceptions to the specifications and shall be responsible to perform in strict accordance with the specifications. As a matter of practice, Jefferson County rejects exception(s) and /or substitutions as non-responsive but reserves the right to accept any and/or all of the exception(s) and/or substitution(s) deemed to be in the best interest of Jefferson County.

1.8 ALTERNATES.
The Invitation for Bid and/or specifications may expressly allow Bidder to submit an alternate bid. Presence of such an offer shall not be considered an indication of non-responsiveness.

1.9 DESCRIPTIONS.

Unless otherwise specified, any reference to make, manufacturer and/or model used in the bid specifications is merely descriptive and not restrictive, and is used only to indicate type, style, or quality of material desired.

1.10 BID ALTERATIONS.

Bids cannot be altered or amended after submission deadline. Any interlineations, alterations, or erasures made before opening time must be initialed by the signer of the bid, guaranteeing authenticity.

1.11 TAX EXEMPT STATUS.

Jefferson County is exempt from federal excise tax and state sales tax. Unless the bid form or specifications specifically indicate otherwise, the bid price must be net, exclusive of above-mentioned taxes and will be so construed. Therefore, the bid price shall not include taxes.

1.12 QUANTITIES.

Quantities indicated are estimated quantities only and are not a commitment to buy. Approximate usage does not constitute an order, but only implies the probable quantity that will be used. Commodities will be ordered on an as-needed basis. Bidder is responsible for accurate final counts.

1.13 BID AWARD.

Award of contract shall be made to the most responsible, responsive Bidder, whose offer is determined to be the best value, taking into consideration the relative importance of price. Jefferson County reserves the right to be the sole judge as to whether items bid will serve the purpose intended.

Jefferson County reserves the right to award based upon individual line items, sections or total bid.

1.14 SILENCE OF SPECIFICATIONS FOR COMPLETE UNITS.

All materials, equipment and/or parts that will become a portion of the completed work, including items not specifically stated herein but, necessary to render the service(s) complete and operational per the specifications, are to be included in the bid price. Vendor may be required to furnish evidence that the service, as bid, will meet or exceed these requirements.

1.15 ADDENDA.

Any interpretations, corrections or changes to the specifications and plans will be made by addenda no later than forty-eight (48) hours prior to the bid opening. Addenda will be posted on the Purchasing web site. Vendors are responsible for monitoring the web site in order to remain informed on addenda. Vendors shall acknowledge receipt of all addenda with submission of bid.

1.16 GENERAL BID BOND/SURETY REQUIREMENTS.

Failure to furnish bid bond/surety, if requested, will result in bid being declared non-responsive. Non-responsive bids will not be considered for award.

1.17 GENERAL INSURANCE REQUIREMENTS.

Failure to furnish Affidavit of Insurance, if required in these specifications, will result in bid being declared non-responsive. Non-responsive bids will not be considered for award.

1.18 RESPONSIVENESS.

A responsive bid shall substantially conform to the requirements of this Invitation to Bid and/or specifications contained herein. Bidders who substitute any other terms, conditions, specifications and/or requirements or who qualify their bids in such a manner as to nullify or limit their liability to the contracting entity shall have their bids deemed non-responsive. Also, bids containing any clause that would limit contracting authority shall be considered non-responsive. Examples of non-responsive bids include but shall not be limited to: a) bids that fail to conform to required delivery schedules as set forth in the bid request; b) bids with prices qualified in such a manner that the bid

price cannot be determined, such as with vague wording that may include "price in effect at the time of delivery," and c) bids made contingent upon award of other bids currently under consideration.

1.19 RESPONSIBLE STANDING OF BIDDER.

To be considered for award, Bidder must at least: have the ability to obtain adequate financial resources, be able to comply with required or proposed delivery/completion schedule, have a satisfactory record of performance; have a satisfactory record of integrity and ethics, and be otherwise qualified and eligible to receive award.

1.20 CONFIDENTIAL/PROPRIETARY INFORMATION.

If any material in the bid submission is considered by Bidder to be confidential or proprietary information (including manufacturing and/or design processes exclusive to the Bidder), Bidder **must** clearly mark the applicable pages of bid submission to indicate each claim of confidentiality. Additionally, Bidder must include a statement on company letterhead identifying all Bid Submission section(s) and page(s) that have been marked as confidential. Jefferson County will protect from public disclosure such portions of a bid, unless directed otherwise by legal authority, including existing open records acts. Merely making a blanket claim that the entire bid submission is protected from disclosure because it contains some proprietary information is not acceptable, and will make the entire bid submission subject to release under the Texas Public Information Act.

By submitting a bid, Bidder agrees to reproduction by Jefferson County, without cost or liability, of any copyrighted portions of Bidder's bid submission or other information submitted by Bidder.

1.21 PUBLIC BID OPENING.

Bidders are invited to be present at the opening of bids. After the official opening of bids, a period of not less than one week is necessary to evaluate bids. The amount of time necessary for bid evaluation may vary and is determined solely by the County. Following the bid evaluation, all bids submitted are available for public review.

2. PERFORMANCE.

2.1 DESIGN, STRENGTH, AND QUALITY.

Design, strength, and quality of materials and workmanship must conform to the highest standards of manufacturing and engineering practices. The apparent silence of specifications and/or plans as to any detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications and/or plans shall be made on the basis of this statement.

2.2 AGE AND MANUFACTURE.

All tangible goods being bid must be new and unused, unless otherwise specified, in first-class condition, of current manufacture, and furnished ready to use. All items not specifically mentioned that are required for a complete unit shall be furnished.

2.3 DELIVERY LOCATION.

All deliveries will be made to the address(es) specified on the purchase order during normal office working hours of 8:00 am CT to 4:00 pm CT, Monday through Friday, unless otherwise authorized by the Purchasing Agent or designee.

2.4 DELIVERY SCHEDULE.

Delivery time may be an important consideration in the evaluation of best value. The maximum number of days necessary for delivery ARO shall be stated in the space, if provided, on the bid form.

2.5 DELIVERY CHARGES.

All delivery and freight charges, F.O.B. destination shown on Jefferson County purchase order, as necessary to perform contract are to be included in the bid price.

2.6 INSTALLATION CHARGES.

All charges for assembly, installation and set-up shall be included in the bid price. Unless otherwise stated, assembly, installation and set-up will be required.

2.7 OPERATING INSTRUCTIONS AND TRAINING.

Clear and concise operating instructions and descriptive literature will be provided in English, if requested. On-site detailed training in the safe and efficient use and general maintenance of item(s) purchased shall be provided as needed at the request of Jefferson County. Instructions and training shall be at no additional cost to the County.

2.8 STORAGE.

Bidder agrees to provide storage of custom ordered materials, if requested, for up to thirty (30) calendar days.

2.9 COMPLIANCE WITH FEDERAL, STATE, COUNTY, AND LOCAL LAWS.

Bids must comply with all federal, state, county and local laws, including, but not limited to, all applicable standard safety, emission, and noise control requirements. Any vehicles or equipment shall contain all standard safety, emission, and noise control requirements required for the types and sizes of equipment at the time of their manufacture. The Contractor agrees, during the performance of work or service, to comply with all applicable codes and ordinances of Jefferson County or the State of Texas as they may apply, as these laws may now read, or as they may hereafter be changed or amended.

2.10 OSHA.

The Bidder will certify all equipment complies with all regulations and conditions stipulated under the Williams-Steiger Occupational Safety and Health Act of 1971, as amended. The successful Bidder will further certify that all items furnished under this project will conform and comply with federal and State of Texas OSHA standards. The successful Bidder will agree to indemnify and hold harmless Jefferson County for any and all damages that may be assessed against the County.

2.11 PATENTS AND COPYRIGHTS.

The successful Vendor agrees to protect the County from claims involving infringements of patents and/or copyrights.

2.12 SAMPLES, DEMONSTRATIONS, AND TESTING.

At Jefferson County's request and direction, Bidder shall provide product samples and/or testing of items bid to ensure compliance with specifications. Samples, demonstrations and/or testing may be requested at any point prior to or following bid award. Samples, demonstrations and/or testing may be requested upon delivery and/or any point during the term of resulting contract. All samples (including return thereof), demonstrations, and/or testing shall be at the expense of the Bidder/Vendor.

2.13 ACCEPTABILITY.

All articles enumerated in the bid shall be subject to inspection by an officer designated for that purpose by Jefferson County. If found inferior to the quality called for, or not equal in value to the specifications, deficient in workmanship or otherwise, this fact shall be certified to the Purchasing Agent, who shall have the right to reject the whole or any part of the same. Items and/or work determined to be contrary to specifications must be replaced at the vendor's expense. Inferior items not retrieved by the vendor within thirty (30) calendar days, or an otherwise agreed upon time, shall become the property of the County. If disposal of such items warrants an expense, an amount equal to the disposal expense will be deducted from amounts payable to the vendor.

2.14 MAINTENANCE.

Maintenance required for equipment bid should be available in Jefferson County by a manufacturer authorized maintenance facility. Cost for this service shall be shown on the bid sheet as requested or on a separate sheet, as required. If Jefferson County opts to include maintenance, it shall be so stated in the purchase order and said cost will be included. Service will commence only upon expiration of applicable warranties and should be priced accordingly.

2.15 MATERIAL SAFETY DATA SHEETS.

Under the "Hazardous Communications Act," common known as the "Texas Right to Know Act," a Bidder must provide the user department, with each delivery, material safety data sheets which are applicable to hazardous substances defined in the Act. Failure of the Bidder to furnish this documentation, will be cause to reject any bid applying thereto.

2.16 EVALUATION.

Evaluation shall be used as a determinant as to which services are the most efficient and/or most economical for the County. It shall be based on all factors having a bearing on price and performance of the items in the user environment. All bids are subject to tabulation by the Jefferson County Purchasing Department and recommendation to Jefferson County Commissioners' Court. Compliance with all bid requirements and needs of the using department are considered in evaluating bids. Pricing is not the only criteria for making a recommendation. The Jefferson County Purchasing Department reserves to right to contact any Bidder, at any time, to clarify, verify or requirement information with regard to this bid.

3. PURCHASE ORDERS AND PAYMENT.

3.1 PURCHASE ORDERS.

A purchase order(s) shall be generated by the Jefferson County Purchasing Agent to the successful vendor. The purchase order number must appear on all itemized invoices and packing slips. The County will not be held responsible for any work orders placed and/or performed without a valid current purchase order number. Payment will be made for all services rendered and accepted by the contract administrator for which a valid invoice has been received.

3.2 INVOICES.

All invoices shall reference the Purchase Order number. Invoices shall reference the bid item number or a detailed description for each item invoiced. If an item purchased and itemized on the invoice does not correspond to an item in any of the categories awarded to the vendor, invoice shall reference the item as "N/C" to indicate that it is a non-contract item. This requirement is to assist the County in verifying contract pricing on all invoices. Payment will be made under terms of net thirty (30) days unless otherwise agreed upon by seller and the purchasing department.

3.3 PROMPT PAYMENT.

In accordance with the State of Texas Prompt Payment Act, Article 601f V.T.C.S., payment will be made after receive and acceptance by the County of the merchandise ordered and of a valid invoice. Successful Bidder(s) is required to pay Subcontractors within ten (10) days after the successful Bidder receives payment from the County.

3.4 FUNDING.

Jefferson County is operated and funded on an October 1 to September 30 basis; accordingly, the County reserves the right to terminate, without liability to the County, any contract for which funding is not available.

4. CONTRACT.

4.1 CONTRACT DEFINITION.

The General Conditions of Bidding and Terms of Contract, Specifications, Plans, Bidding Forms, Addenda, and any other documents made a part of this bid shall constitute the complete bid. This bid, when duly accepted by Jefferson County, shall constitute a contract equally binding between the successful Bidder and Jefferson County.

4.2 CHANGE ORDER.

No different or additional terms will become part of this contract with the exception of a change order. No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All change orders to the contract will be made in writing and at the discretion and approval of

Jefferson County. No change order will be binding unless signed by an authorized representative of the County and the vendor.

4.3 PRICE RE-DETERIMINATION.

A price re-determination may be requested at the time of annual renewal. All requests for price re-determination shall be in written form. Cause for such request, i.e., manufacturer's direct cost, postage rates, Railroad Commission rates, Federal/State minimum wage law, Federal/State unemployment taxes, F.I.C.A, Insurance Coverage Rates, etc., shall be substantiated in writing by the source of the cost increase. The Bidder's past experience of honoring contracts at the bid price will be an important consideration in the evaluation of the lowest and best bid. Jefferson County reserves the right to accept or reject any/all requests for price re-determination as it deems to be in the best interest of the County.

4.4 TERMINATION.

Jefferson County reserves the right to terminate the contract for default if the Bidder breached any of the terms therein, including warranties of Bidder or if the Bidder becomes insolvent or commits acts of bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies which Jefferson County may have in law or equity. Default may be construed as, but not limited to, failure to deliver the proper goods and/or service within the proper amount of time, and/or to properly perform any and all services required to Jefferson County's satisfaction and/or to meet all other obligations and requirements. Contracts may be terminated without cause upon thirty (30) days' written notice to either party unless otherwise specified. Jefferson County reserves the right to award canceled contract to the next lowest Bidder. Bidder, in submitting this bid, agrees that Jefferson County shall not be liable to prosecution for damages in the event that the County declares the Bidder in default.

4.5 CONFLICT OF INTEREST.

Employees of the County are not permitted to maintain financial interest in, or receive payment, directly or indirectly, borrow from, lend to, invest in, or engage in any substantial financial transaction with any individual, organization, supplier, or Subcontractor who does business with the County without disclosure. When conflict of interest is discovered, it shall be grounds for termination of contract.

4.6 INTEREST BY PUBLIC OFFICIALS.

No public official shall have interest in this contract, in accordance with Texas Local Government Code.

4.7 PRE-AWARD/CONTRACT CONTACT BETWEEN COUNTY AND VENDORS.

The Jefferson County Purchasing Department may initiate discussions with selected vendors; however, discussions may not be initiated by vendors.

The Jefferson County Purchasing Department expects to conduct discussions with vendor's representatives authorized to contractually obligate the vendor with an offer.

Vendors shall not contact any Jefferson County personnel during the IFB process without the express permission from the Jefferson County Purchasing Agent. The Purchasing Agent will disqualify any vendor who has made site visits, contacted Jefferson County personnel, or distributed any literature without authorization from the Jefferson County Purchasing Department.

All correspondence relating to this IFB, from advertisement to award shall be sent to the Jefferson County Purchasing Department. All presentations and/or meetings between Jefferson County and the vendor relating to this IFB shall be coordinated by the Jefferson County Purchasing Department.

Selected vendors may be expected to make a presentation/product demonstration to an Evaluation Committee. Proposals, vendor presentations, and product/service evaluations may develop into negotiating sessions with the vendor(s) as selected by the Evaluation Committee. Jefferson County expects to conduct negotiations with vendor

representatives authorized to contractually obligate the vendor with an offer. If vendor is unable to agree to contract terms and conditions, Jefferson County reserves the right to terminate contract negotiations with that vendor and initiate negotiations with another vendor. In addition to a presentation, visits by the Evaluation Committee to representative vendor client sites may be conducted where the proposed solution can be demonstrated in a production environment.

4.8 INJURIES OR DAMAGES RESULTING FROM NEGLIGENCE.

Successful vendor shall defend, indemnify and save harmless Jefferson County and all its officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful vendor, or of any agent, employee, Subcontractor or supplier in the execution of, or performance under, any contract which may result from bid award. Successful vendor shall pay any judgment with cost which may be obtained against Jefferson County growing out of such injury or damages.

4.9 WARRANTY.

The successful vendor shall warrant that all materials utilized in the performance of this contract shall conform to the proposed specifications and/or all warranties as stated in the Uniform Commercial Code and be free from all defects in material, workmanship and title.

4.10 UNIFORM COMMERCIAL CODE.

The successful vendor and Jefferson County agree that both parties have all rights, duties, and remedies available as stated in the Uniform Commercial Code.

4.11 VENUE.

This agreement will be governed and construed according to the laws of the State of Texas. This agreement is performable in the County of Jefferson, Texas.

4.12 SALE, ASSIGNMENT, OR TRANSFER OF CONTRACT.

The successful vendor shall not sell, assign, transfer or convey this contract, in whole or in part, without the prior written consent of Jefferson County.

4.13 SILENCE OF SPECIFICATIONS.

The apparent silence of these specifications as to any detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.

5. REJECTION OR WITHDRAWAL.

Submission of additional terms, conditions or agreements with the bid document are grounds for deeming a bid non-responsive and may result in bid rejection. Jefferson County reserves the right to reject any and all bids and to waive any informalities and minor irregularities or defects in bids. Bids may be withdrawn in person by a bidder or authorized representative, provided their identity is made known and a receipt is signed for the bid, but only if the withdrawal is made prior to the time set for receipt of bids. Bids are an irrevocable offer and may not be withdrawn within **90** days after opening date.

6. EMERGENCY/DECLARED DISASTER REQUIREMENTS.

In the event of an emergency or if Jefferson County is declared a disaster area, by the County, State, or Federal Government, this Acceptance of Offer may be subjected to unusual usage. Contractor shall service the county during such an emergency or declared disaster under the same terms and conditions that apply during non-emergency/disaster conditions. The pricing as specified in this Acceptance of Offer shall apply to serving the County's needs regardless of the circumstances. If Contractor is unable to supply the services under the terms of the Acceptance of Offer, then Contractor shall provide proof of such disruption and a copy of the invoice from Contractor's

supplier(s).

Additional profit margin as a result of supplying services during an emergency or declared disaster shall not be permitted. In the event that additional equipment, supplies, and materials are required during the declared disaster, additional shipping, handling and drayage fees may apply.

7. AWARD.

The bid will be awarded to the responsible, responsive bidder(s) whose bid, conforming to the solicitation, will be most advantageous to Jefferson County – price and other factors considered. Unless otherwise specified in this IFB, Jefferson County reserves the right to accept a bid in whole or in part, and to award by item or by group, whichever is deemed to be in the best interest of Jefferson County. Any bidder who is in default to Jefferson County at the time of submittal of the bid shall have that bid rejected.

Jefferson County reserves the right to clarify any contractual terms with the concurrence of the Contractor; however, any substantial non-conformity in the offer, as determined by Jefferson County, shall be deemed non-responsive and the offer rejected.

In evaluating bids, Jefferson County shall consider the qualifications of the bidders, and, where applicable, operating costs, delivery time, maintenance requirements, performance data, and guarantees of materials and equipment.

In addition, Jefferson County may conduct such investigation as it deems necessary to assist in the evaluation of a bid and to establish the responsibility, qualifications, and financial ability of the bidders to fulfill the contract.

Jefferson County reserves the right to award this contract on the basis of **lowest and best bid** in accordance with the laws of the State of Texas, to waive any formality or irregularity, to make awards to more than one offeror, and/or to reject any or all bids. In the event the lowest dollar offeror meeting specifications is not a awarded a contract, Offeror may appear before the Commissioners' Court and present evidence concerning Offeror responsibility after officially notifying the Office of the Purchasing Agent of Offeror's intent to appear.

8. CONTRACT.

A response to an IFB is an offer to contract with Jefferson County based upon the terms, conditions, and specifications contained in the IFB. Bids do not become contracts unless and until they are executed by Jefferson County, eliminating a formal signing of a separate contract. For that reason, all of the terms and conditions of the contract are contained in the IFB, unless any of the terms and conditions is modified by an IFB Amendment, a Contract Amendment, or by mutually agreed terms and conditions in the contract documents.

9. WAIVER OF SUBROGATION.

Bidder and bidder's insurance carrier waive any and all rights whatsoever with regard to subrogation against Jefferson County as an indirect party to any suit arising out of personal or property damages resulting from bidder's performance under this agreement.

10. FISCAL FUNDING.

A multi-year contract (if requested by the specifications) continuing as a result of an extension option must include fiscal funding out. If, for any reason, funds are not appropriated to continue the contract, said contract shall become null and void.

11. BID RESULTS.

Bid results are not provided in response to telephone inquiries. A preliminary tabulation of bids received will be posted on the Purchasing web page at https://jeffersoncountytx.gov/Purchasing/ as soon as possible following bid opening. A final tabulation will be posted following bid award, and will also be available for review in the Purchasing Department.

12. CHANGES AND ADDENDA TO BID DOCUMENTS.

Each change or addendum issued in relation to this IFB document will be on file in the Office of the Purchasing Agent, and will be posted on the Purchasing web site as soon as possible. It shall be the bidder's responsibility to make inquiry as to change or addenda issued, and to monitor the web site. All such changes or addenda shall become part of the contract and all bidders shall be bound by such addenda. Information on all changes or addenda issued will be available at the Office of the County Purchasing Agent.

13. SPECIFICATIONS.

Unless otherwise stated by the bidder, the bid will be considered as being in accordance with Jefferson County's applicable standard specifications, and any special specifications outlined in the bid document. References to a particular trade name, manufacturer's catalogue, or model number are made for descriptive purposes to guide the bidder in interpreting the requirements of Jefferson County, and should not be construed as excluding bids on other types of materials, equipment, and supplies. However, the bidder, if awarded a contract, will be required to furnish the particular item referred to in the specifications or description unless departure or substitution is clearly noted and described in the bid.

Jefferson County reserves the right to determine if equipment/ product being bid is an acceptable alternate. All goods shall be new unless otherwise so stated in the bid. Any unsolicited alternate bid, or any changes, insertions, or omissions to the terms and conditions, specifications, or any other requirements of the bid, may be considered non-responsive.

14. DELIVERY.

Bids shall include all charges for delivery, packing, crating, containers, etc. Unless otherwise stated by the bidder (in writing on the included Bid Form), prices bid will be considered as being based on F.O.B. destination/delivered freight included.

15. INTERPRETATION OF BID AN/OR CONTRACT DOCUMENTS.

All inquiries shall be made within a reasonable time prior to the date and time fixed for the bid opening, in order that a written response in the form of an addendum, if required, can be processed before the bids are opened. Inquiries received that are not made in a timely fashion may or may not be considered.

16. CURRENCY.

Prices calculated by the bidder shall be stated in U.S. dollars.

17. PRICING.

Prices shall be stated in units of quantity specified in the bid documents. In case of discrepancy in computing the amount of the bid, the unit price shall govern.

18. NOTICE TO PROCEED/PURCHASE ORDER.

The successful bidder may not commence work under this contract until authorized to do so by the Purchasing Agent.

19. CERTIFICATION.

By signing the offer section of the Offer and Acceptance page, Bidder certifies:

- The submission of the offer did not involve collusion or other anti-competitive practices.
- The Bidder has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to any public servant in connection with the submitted offer.
- The Bidder hereby certifies that the individual signing the bid is an authorized agent for the Bidder and has the authority to bind the Bidder to the contract.

20. DEFINITIONS.

"County" – Jefferson County, Texas.
"Contractor" – The Bidder whose proposal is accepted by Jefferson County.

21. 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

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: lee.vega@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.

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	2 CFR 200 APPENDIX II (C) and 41 CFR §60-1.4(b)

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:

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.	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

	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.	
> $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 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	2 CFR 200 APPENDIX II (E); 40 U.S.C. §§ 3701-3708; supplemented by 29 C.F.R. Part 5

	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.** Suggested Language 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.	2 CFR 200 APPENDIX II (F); Funding Agreement; definition found under 37 C.F.R. § 401.2(a).

	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.	
>$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). Suggested Language: 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 *et seq.* 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 *et seq.* 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.	2 CFR 200 APPENDIX II (G); 42 U.S.C. §§ 7401-7671q; 33 U.S.C. §§ 1251-1387
>$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	2 CFR 200 APPENDIX II (H); 2 C.F.R. Part 180

	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. Suggested Language: 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 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.	(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 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.** Required Certification: 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. Suggested Language: 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 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.	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)
>$100,000	*§135.38 Section 3 clause* *All section 3 covered contracts shall include the following clause (referred to as the section 3 clause):* 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:	2 CFR 200.216

	(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 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	2 CFR 200.336

	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.	
None; All FEMA declarations and awards issued on or after November 12, 2020.	Suggested Language: 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; (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.	2 C.F.R. § 200.321(b)(1)-(5)
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	2 CFR 200.334; and 200.337

	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) *If submitted for negotiation.* 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) *If not submitted for negotiation.* 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 records starts from the end of the fiscal year (or other accounting period) covered by the proposal, plan, or other computation. Suggested Language for All Procurements: 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	United States Code 19 U.S.C. 2511

	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.	
>$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. Suggested Language: 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 to discrimination, including discrimination in employment, under any program or activity receiving federal financial assistance.	Section 504 of the Rehabilitation Act of 1973, as amended.
	Pursuant to the *Violence Against Women Act Reauthorization of 2022*, 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 US Corrections, LLC certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C.Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

US Corrections, LLC

Name and Title of Contractor's Authorized Official

11.14.2025

Date

REQUIRED FORM
Bidder: Please complete this form and include with bid submission.

DEBARMENT/SUSPENSION CERTIFICATION

Non-Federal entities and Contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, Debarment and Suspension (1986) and Executive Order 12689, Debarment and Suspension (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (No procurement Debarment and Suspension).

This requirement applies to all FEMA grant and cooperative agreement programs.

Federal Executive Order (E .O.) 12549 "Debarment" requires that all Contractors receiving individual awards, using federal funds, and all sub recipients certify that the organization and its principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from doing business with the Federal Government. By signing this document, you certify that your organization and its principals are not debarred. Failure to comply or attempts to edit this language may disqualify your bid. Information on debarment is available at the following websites: www.sam.gov and https://acguisition.qov/far/index.html see section 52.209-6.

The Contractor US Corrections, LLC certifies or affirms by your signature that neither you nor your principal is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

Signature of Contractor's Authorized Official

Joel Brasfield, President & General Counsel
Name and Title of Contractor's Authorized Official

11.14.2025
Date

REQUIRED FORM
Bidder: Please complete this form and include with bid submission.

1. EQUAL EMPLOYMENT OPPORTUNITY (Equal Opportunity Clause)

(For all awarded contracts that meet the definition of "federally assisted construction contract" provided in 41 CFR Part 60-1.3)

During the performance of this contract, the Contractor agrees as follows:

1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

   Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

3) The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.

4) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

6) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

7) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or order this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

8) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each Subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

CIVIL RIGHTS COMPLIANCE PROVISIONS (CONTINUED)

Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a Subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of Contractors and Subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a Contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon Contractors and Subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

Signature of Contractor's Authorized Official

Joel Brasfield, President & General Counsel

Name and Title of Contractor's Authorized Official

11.14.2025

Date

REQUIRED FORM
Bidder: Please complete this form and include with bid submission.

SECTION 3: SPECIAL REQUIREMENTS/BID SUBMISSION INSTRUCTIONS

The following requirements and instructions **supersede** General Requirements where applicable.

1. SUBMISSION OF BID.

Bidder is Responsible for Submitting:

One (1) Original and one (1) Bid Copies; with all copies to include a Completed Copy of this Specifications Packet (**in its entirety.**)

The County requests that bid submissions NOT be bound by staples or glued spines.

Each Bidder shall ensure that required parts of their bid submission are completed with accuracy and submitted as per the requirements within this specifications packet, including any addenda.

Additionally, Bidder shall monitor the Jefferson County Purchasing Department Website for any addenda, additional instructions, or bid updates. https://jeffersoncountytx.gov/Purchasing/

Failure to return and/or complete all required documentation will result in a response being declared as non-responsive.

Bids must be submitted in complete original form by mail or messenger to the following address:
Jefferson County Purchasing Department
1149 Pearl Street, 1st Floor
Beaumont, TX 77701

BID PACKAGING: Bidder shall submit response in a tightly sealed opaque envelope or box, plainly marked "SEALED BID." The outside of the envelope of box shall also include the IFB Number, IFB Name, IFB Due Date, and the Bidder's Name and Address; and shall be addressed to the Purchasing Agent.

All submissions must be received by 11:00 am CT, Wednesday, November 19, 2025.

Bids will be accepted at the above address until the time and date specified herein, and immediately after will be publicly opened and read aloud.

Jefferson County will not accept any responsibility for bids being delivered by third party carriers.

Late bids will not be accepted and will be returned unopened to the Bidder.
Jefferson County shall not be responsible for any effort or cost expended in the preparation of a response to this IFB.

All bid responses submitted in response to this invitation shall become the property of Jefferson County and will be a matter of public record available for review.

All protests should be coordinated through the Purchasing Office prior to award recommendation to Commissioners' Court.

COURTHOUSE SECURITY: All visitors to the Courthouse must pass through Security. Respondents planning to hand deliver proposals must allow time to get through Security, as a delay in entering the Courthouse will not be accepted as an excuse for late submittal. Mondays and Tuesdays are particularly heavy days.

In response to the Covid-19 pandemic, Jefferson County has implemented precautionary measures as currently recommended by the CDC within its facilities. Bidders are strongly urged to plan accordingly.

COUNTY HOLIDAYS (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 IFB closing will automatically be postponed until the next business day that County offices are open to the public. Should inclement weather conditions or any other unforeseen event cause delays in courier service operations, the County may issue an addendum to all known vendors interested in the project to extend the deadline. It will be the responsibility of the vendor to notify the county of their interest in the project should these conditions impact their ability to submit a bid/proposal/statement of qualifications submission before the stated deadline. The County reserves the right to make the final judgement call to extend any deadline.

Should an emergency or unanticipated event interrupt normal County processes, and bid/proposal/statement of qualifications submissions cannot be received by the Jefferson County Purchasing Department's office by the exact time specified in the IFB and urgent County requirements preclude amendment to the IFB, the time specified for receipt of Statements of Qualifications will be deemed to be extended to the same time of day specified in the solicitation on the first business day on which normal County processes resume.

2. PRE-BID MEETING AND WALK-THROUGH.

Due to the nature of this Bid, a Pre-Bid Conference will not be held for this project.

3. QUESTIONS/DEADLINE FOR QUESTIONS.

Questions may be emailed to Cindy Greene, Contract Specialist at: Cynthia.greene@jeffersoncountytx.gov. If no response in 72 hours, contact Deborah Clark, Purchasing Agent via email at: deb.clark@jeffersoncountytx.gov.
The Deadline for asking questions or requesting additional information (in writing) is 5:00 pm, CT, **Friday, October 31, 2025.**

4. VENDOR REGISTRATION (System for Award Management).

Vendors doing business with Jefferson County are **required** to be registered with The System for Award Management (SAM), with an "active" status. The System for Award Management (SAM) is the Official U.S. Government system that consolidated the capabilities of CCR/FedReg, ORCA, and EPLS. There is NO fee to register for this site. Entities may register at no cost directly from the SAM website at: https://www.sam.gov

In instances where a vendor has either an "Inactive" SAM Registration or is not currently registered with the System for Award Management, the Purchasing Department may *initially* accept proof (printout from the SAM website) that the vendor has begun the registration process in order for the IFB/RFQ/RFP submission to be considered as "responsive" to the specifications for the project.
However, the SAM Registration must be completed (showing "active" status, with no exclusions) prior to the award and/or execution of an agreement or contract for the project.

BIDDER: INSERT PROOF OF SYSTEM FOR AWARD MANAGEMENT (SAM) BEHIND THIS PAGE.

5. FORM 1295 (Texas Ethics Commission) SUBMISSSION REQUIREMENT/INSTRUCTIONS FOR BIDDERS.
All Non-Exempt Bidders are required to submit a completed FORM 1295 with bid submission.

1. Submit a FORM 1295 online via the Texas Ethics Commission website link below.
Vendors must enter the required information on Form 1295, and print a copy of the completed form.
The form will include a certification of filing that will contain a unique certification number.

2. Submit a FORM 1295 hard copy (completed & signed by an Authorized Agent of the Awarded Vendor), to the Jefferson County Purchasing Department **with bid submission.**

FORM 1295, Completion Instructions, and Login Instructions are available via the Texas Ethics Commission Website at: https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

A sample of a completed FORM 1295 is included on **PAGE 36**.

FORM 1295 Implementation Background:
In accordance with House Bill 1295 (passed January 1, 2016), Vendors entering into contracts and professional agreements with Jefferson County will be required to complete a Certificate of Interested Parties (FORM 1295), **unless contract is considered exempt as described below.**

In 2017, the Texas legislature amended the law to require Form 1295 to include an "unsworn declaration" which includes, among other things, the date of birth and address of the authorized representative signing the form. The unsworn declaration, including the date of birth and address of the signatory, replaces the notary requirement that applied to contracts entered into before January 1, 2018. The TEC filing application does not capture the date of birth or street address of the signatory and it will not appear on forms that are filed using the TEC filing application.

Changes to the law requiring certain businesses to file a Form 1295 are in effect for contracts entered into or amended on or after January 1, 2018. The changes exempt businesses from filing a Form 1295 for certain types of contracts and replace the need for a completed Form 1295 to be notarized. Instead, the person filing a 1295 needs to complete an "unsworn declaration."

Question: Will the date of birth and address provided appear on the TEC's website when the form is filed?

Answer: No. The TEC filing application does not capture the date of birth or street address of the signatory and it will not appear on forms that are filed using the TEC filing application. Although the TEC does not capture the date of birth and street address of the signatory, the contracting state agency or governmental agency will have a physical copy of the form that includes the date of birth and address of the signatory. The TEC cannot answer whether the contracting state agency or governmental agency may release such information. Questions regarding the Texas Public Information Act may be directed to the Office of the Attorney General. See also Paxton v. City of Dall., No. 03-13-00546-CV, 2015 Tex. App. LEXIS 5228, at *10-11 (App.—Austin May 22, 2015) (mem. op.) (pet. denied) (available here)

FORM 1295 EXEMPTIONS:
What type of contracts are exempt from the Form 1295 filing requirement under the amended law?
The amended law adds to the list of types of contract exempt from the Form 1295 filing requirement.

A completed Form 1295 is not required for:
- a sponsored research contract of an institution of higher education
- an interagency contract of a state agency or an institution of higher education
- a contract related to health and human services if: the value of the contract cannot be determined at the time the contract is executed; and any qualified vendor is eligible for the contract
- a contract with a publicly traded business entity, including a wholly owned subsidiary of the business entity
- a contract with an electric utility, as that term is defined by Section 31.002, Utilities Code
- a contract with a gas utility, as that term is defined by Section 121.001, Utilities Code

SAMPLE COMPLETED FORM 1295

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 is _____, _____, _____, _____, _____.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____ County, State of _____, on the _____ day of _____, 20_____.
(month) (year)

_____
Signature of authorized agent of contracting business entity
(Declarant)

ADD ADDITIONAL PAGES AS NECESSARY

Form provided by Texas Ethics Commission www.ethics.state.tx.us Revised 12/22/2017

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.

Must file online at www.ethics.state.tx.us/File

BIDDER: INSERT COMPLETED FORM 1295 BEHIND THIS PAGE.

CERTIFICATE OF INTERESTED PARTIES

509

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
CERTIFICATION OF FILING

Certificate Number:
2025-1390080

Date Filed:
11/17/2025

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

US Corrections, LLC
Whites Creek, TN United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Jefferson County, Texas

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

IFB 25-049/CG
Prisoner Transportation and Extradition Services

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Prisoner Transportation Services, LLC	Nashville, TN, TN United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is Joel Brasfield, and my date of birth is 10/16/68.

My address is 517 Hickory Hills Blvd. Whites Creek, TN 37189, _____, _____, _____, _____.
(city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Davidson County, State of Tennessee, on the 17th day of November (month), 2025 (year).

Signature of authorized agent of contracting business entity
(Declarant)

6. MULTIPLE VENDOR AWARD.

Jefferson County reserves the right to award this contract to more than one vendor at the County's discretion.

7. DELIVERY.

If delivery is required, all items must be packaged so as to be protected from damage during shipping and handling. Any item(s) damaged in shipping must be replaced in kind, or repaired, by the Contractor, at the discretion of, and at no additional charge to, Jefferson County.

8. PAYMENT.

Jefferson County will pay original invoices that clearly itemize the goods and/or services provided as to quantity, part number, description, price, applicable discount (if any), labor charges showing time differential, if applicable and if previously agreed to, and delivery, installation, and set-up costs, if applicable and if previously agreed to. Only charges as stated on the Bid Form(s) submitted as a part of the bid will be considered.

Invoices must indicate Jefferson County as applicable, the address to which the product(s) and/or service(s) were delivered, and the applicable purchase order number. Invoices will be matched to delivery tickets prior to payment; therefore, all delivery tickets should have an accurate description of the product(s) and/or service(s).

Invoices shall be submitted to:
Jefferson County Auditing Department
Attention: Accounts Payable
1149 Pearl Street, 7th floor
Beaumont, TX 77701.

9. USAGE REPORTS.

Jefferson County reserves the right to request, and receive at no additional cost, up to two (2) times during the contract period, a usage report detailing the products and/or services furnished to date under a contract resulting from this IFB. The reports must be furnished no later than five (5) working days after written request and itemize all purchases to date by Jefferson County department, description of each item purchased, including manufacturer, quantity of each item purchased, per unit and extended price of each item purchased, and total amount and price of all items purchased.

10. INSURANCE.

The Contractor (including any and all Subcontractors as defined in Section 11.1.3 below) shall, at all times during the term of this contract, maintain insurance coverages with not less than the type and requirements shown below. Such insurance is to be provided at the sole cost of the Contractor. These requirements do not establish limits of the Contractor's liability.

All policies of insurance shall waive all rights of subrogation against the County, its officers, employees and agents; a copy of the policy wording or endorsement is required.

Contractor shall furnish Jefferson County with Certificate of Insurance naming Jefferson County as additional insured and will provide the actual policy wording or endorsement showing as such.

All insurance must be written by an insurer licensed to conduct business in the State of Texas with Documentation that the Insurance Carrier is aware that Contractor is in the business of transporting inmates.

Minimum Insurance Requirements: (FCMSA Minimums)

Public Liability, including Products & Completed Operations: $1,500,000 (15 passengers or less)
$5,000,000 (16 passengers of more)

Excess Liability	$1,000,000

Property Insurance (policy below that is applicable to this project):

Commercial General Liability Policy:	$3,000,000
Professional Liability:	$1,000,000

Workers' Compensation	Statutory Coverage (See Section 9 Below)

11. WORKERS' COMPENSATION INSURANCE

11.1 Definitions:

11.1.1 **Certificate of coverage ("Certificate")** – A copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a coverage agreement, DWC-81, DWC-82, DWC-83, or DWC-84 showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.

11.1.2 **Duration of the project** – Includes the time from the beginning of the work on the project until the Contractor's/person's work on the project has been completed and accepted by the governmental entity.

11.1.3 **Persons providing services on the project ("Subcontractor") in article 406.096** – Includes all persons or entities performing all or part of the services under the Contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the Contractor and regardless of whether that person has employees. This includes, without limitation, independent Contractors, Subcontractor, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project. "Services" includes, without limitation, providing, hauling or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

11.2 The Contractor shall provide coverage, based on proper reporting of classification code and payroll amounts and filing any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the Contractor providing services on the project, for the duration of the project.

11.3 The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract – **refer to Section 10 above**.

11.4 If the coverage period shown on the Contractor's current certificate of coverage ends during the duration of the project, the Contractor must, prior to the end of the coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been extended.

11.5 The Contractor shall obtain from each person providing services on a project, and provide to the governmental entity:

11.5.1 A certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project; and

11.5.2 No later than seven (7) days after receipt by the Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate ends during the duration of the project.

11.6 The Contractor shall retain all required certificates of coverage for the duration of the project and for one (1) year thereafter.

11.7 The Contractor shall notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.

11.8 The Contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Department of Workers' Compensation, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.

11.9 The Contractor shall contractually require each person with whom it contracts to provide services on a project to:

11.9.1 Provide coverage, based on reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all its employees providing services on the project, for the duration of the project.

11.9.2 Provide to the Contractor, prior to that person beginning work on the project a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project.

11.9.3 Provide the Contractor, prior to the end of coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.

11.9.4 Obtain from each person with whom it contracts, and provide to the Contractor:

11.9.4.1 A certificate of coverage, prior to the other person beginning work on the project; and

11.9.4.2 the coverage period, if the coverage period shown on the current certificate of a new certificate of coverage showing extension of coverage, prior to the end of coverage ends during the duration of the project.

11.9.5 Retain all required certificates of coverage on file for the duration of the project and for one (1) year thereafter.

11.9.6 Notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and

11.9.7 Contractually require each person with whom it contracts to perform as required by paragraphs **11.1. – 11.7.**, with the certificates of coverage to be provided to the person for whom they are providing services.

11.10 By signing this contract or providing or causing to be provided a certificate of coverage, the Contractor is representing to the governmental entity that all employees of the Contractor who will provide services of the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the Contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

11.11 The Contractor's failure to comply with any of these provisions is a breach of contract by the Contractor which entitles the governmental entity to declare the contract void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the governmental entity.

BIDDER: INSERT COPY OF CERTIFICATE OF INSURANCE (COI) BEHIND THIS PAGE.

Note: For bid purposes, a general COI will suffice. However, a COI that includes the notation that "Jefferson County as an additional insured" will be required from Awarded Bidder(s) prior to the issuance of a Purchase Order.

BIDDER INFORMATION FORM

Instructions: Complete the form below. Please provide legible, accurate, and complete contact information. PLEASE PRINT.

Bid Number & Name: (IFB 25-049/CG) Term Contract for Prisoner Transportation Services for Jefferson County

Bidder's Company/Business Name: US Corrections, LLC

Bidder's TAX ID Number: 82-3201264

***If Applicable*:** **HUB Vendor No.** _____ **DBE Vendor No.** _____

Contact Person: Tanisha Cheek **Title:** Business Development Director

Phone Number (with area code): 615.352.9798 ext. 114

Alternate Phone Number if available (with area code): 615.496.5156

Fax Number (with area code): 615.352.9737

Email Address: tcheek@prisonertransport.net

Mailing Address (Please provide a physical address for bid bond return, if applicable):

N/A

Address

City, State, Zip Code

REQUIRED FORM
Bidder: Please complete this form and include with bid submission.

The following requirements and specifications supersede General Bid Requirements where applicable. Any questions relating to bid submission or bid item specifications requirements should be directed to Cindy Greene, Contract Specialist at 409-835-8593 or via email at: Cynthia.greene@jeffersoncountytx.gov. If no response in 72 hours, contact Deborah Clark, Purchasing Agent at 409-835-8593 or by email at deb.clark@jeffersoncountytx.gov. Please reference Bid Number: IFB 25-049/CG.

4.0 SCOPE OF PROJECT:

Jefferson County is soliciting bids for Interstate and Intrastate Prisoner Transportation Services by land and air between Jefferson County To/From anywhere in the Continental United States, Alaska and Hawaii. The County aims to establish such services which adhere to all applicable state, federal and local laws and standards related to prisoner transport and provides for the welfare and security of prisoners from the moment custody is taken until they reach the designated destination.

Contractor must utilize trained and certified personnel and provide transport in secure, properly equipped vehicles which meet all regulations. Contractor must comply with all pertinent provisions of the United States Department of Transportation (USDOT), Federal Motor Carrier Safety Administration (FMSCA) 49 C.F.R., Parts 385, 390-396, U.S. Department of Justice regulations 28 C.F.R., Part 97 created pursuant to passage of the "Interstate Transportation of Dangerous Criminals Act of 2000", known as "Jeanna's Act", and all other pertinent federal regulations. The Contractor shall have and maintain a Satisfactory Audit Carrier Safety Rating from the FMCSA prior to the commencement of the resulting contract.

Contractor is responsible for all costs associated with the Prisoner Transportation Services, other than necessary prisoner medical costs, needed to perform the contracted services. This includes but is not limited to insurance, permits, licenses, vehicles and their maintenance and fuel, meals, trained personnel and all necessary tools, weapons, equipment, supervision and expertise.

Term: The initial contract is for a term of one (1) year with the option to renew for up to four (4) additional one-year terms.

4.1 SPECIFICATIONS:

4.1.1 Contractor shall have, in place and in operation, a ground transportation system which operates seven (7) days a week, 365 days per year and available twenty-four (24) hours per day. Jefferson County Sheriff's Department shall have communication system access with the Contractor at all times.

4.1.2 Contractor shall have the ability to provide prisoner transportation and extradition services when called upon, anywhere in the United States by vehicle, or by air, when appropriate under the circumstances and distance of travel required. These services shall be conducted under the established law and policy.

4.1.3 All prisoners shall be transported by ground unless special circumstances dictate otherwise, and those prisoners will be handled on a case-by-case basis. In the event air services are required to transport prisoners, prior written approval by the Jefferson County Sheriff's Department is required.

4.1.4 Contractor shall have vehicles that are properly equipped to transport prisoners. The vehicles shall be in good operating condition and shall meet all state and/or federal requirements for motor vehicles. All necessary maintenance and repairs shall be the Contractor's responsibility. Contractor shall provide vehicle registration as proof of ownership upon request by the Jefferson County Sheriff's Department.

4.1.5 Vehicles being used by Contractor shall be designed/modified to include the following: Separate and secure area for the driving team. Doors and windows unable to be opened from the inside of the prisoner compartment. Welded steel screens covering windows. Equipped with a reliable form of mobile communications. Operational heat/AC for the entire vehicle.

4.1.6 Contractor shall provide at least two (2) officers to each vehicle transporting a prisoner. Contractor will furnish qualified female personnel when possible when transporting female prisoners. All drivers and transport officers shall be trained and licensed to carry firearms in accordance with all State and Federal requirements.

4.1.7 Contractor shall separate male and female prisoners during transport.

4.1.8 Contractor shall secure all prisoners in their custody with restraining devices that secure their hands in front to a waist chain or similar device. Legs will be secured with leg irons or similar. These restraints will be utilized for the duration of the time the Contractor has custody of the prisoner.

4.1.9 Prior to accepting custody of any prisoner, Contractor will be required to photograph the prisoner for identification purposes. This photograph is to be attached to the prisoner transport order which contains a complete physical description. This action is to minimize the possibility of a prisoner mix-up at the holding facility and also will provide a complete physical detail in the event of a major incident. All prisoner property is to be searched by the Contractor at the holding facility to preclude the concealment of contraband items.

4.1.10 During transport, Contractors shall provide prisoners a minimum of three (3) meals per twenty-four (24) hour period.

a. Within a twenty-four (24) period, Contractor shall provide two (2) hot meals. The third meal per twenty-four (24) hour period may be a cold meal.
b. Meals from fast-food type restaurants or delicatessens shall be acceptable.
c. Mealtimes shall closely correspond to typical breakfast, lunch, and dinner times as a practical and possible during transport.
d. All meals shall be included in the bid cost of the transportation.

4.1.11 Contractor shall be authorized to obtain emergency medical treatment for prisoners whenever deemed necessary. Contractor shall immediately notify the Jefferson County Sheriff's Department of any emergency medical treatment that requires immediate attention.

4.1.12 Contractor shall be responsible for all costs that may occur during transport for its employees and prisoners; excluding medical costs for the prisoner, during the term of the contract.

4.1.13 Any delay during transport that results in lodging requirements for the prisoner(s) shall be arranged by the Contractor with the appropriate local detention facility. This includes but is not limited to inclement weather and mechanical malfunctions.

4.1.14 In the event of any unusual incident, situation or emergency which arises in the performance of this contract, Contractor shall immediately notify Jefferson County Sheriff's Department. For purpose of this subparagraph, "unusual incident, emergency or situation" includes but is not limited to, any act of violence or attempted act of violence by a prisoner or any other breach of security, an unusual delay in the transportation of a prisoner, any medical treatment, and any refusal of law enforcement agencies to release a prisoner to the Contractor as authorized agencies and directed by Jefferson County Sheriff's Department.

4.1.15 Contractor shall maintain complete documentation for all prisoners transported, including but not limited to: Prisoner receipt forms, Personal property control forms and Medical information forms.

4.2 INTERNAL AND EXTERNAL STANDARDS AND GUIDELINES

4.2.1 Contractor shall possess and maintain valid licenses, permits, and adhere to all federal, state, and local regulations.

4.2.2 Policies, practices, and procedures must be in effect to prohibit the mistreatment of prisoners, including prohibitions against the use of excessive force, and sexual misconduct.

4.2.3 Contractor must employ pre-employment screening measures for all potential employees, including but not limited to a fingerprint-based background check and a test for the use of controlled substances.

4.2.4 Employee uniforms must be worn at all times while the employee is engaged in transportation or guarding of all prisoners. The employee must display proper identification credentials, including a photograph, employee's name, and date of issuance.

4.2.5 Employees must be a United States Citizen or possess the necessary authority from the U.S. Citizenship and Immigration Services to be employed in the United States.

4.2.6 Employees must possess a valid state-issued driver's license.

4.2.7 Contractor must adhere to the maximum driving time provisions applicable to commercial motor vehicle operators, as set forth in Department of Transportation regulations at 49 CFR 395.3 (https://www.ecfr.gov/current/title-49/subtitle-B/chapterIII/subchapter-B/part-395/subpart-A/section-395.3) which will apply regardless of whether the Contractor is covered by Department of Transportation regulations.

4.2.8 Contractor must adhere to certain minimum standards with respect to the number of employees required to monitor violent prisoners during transportation. The Contractor must ensure that at least one guard is on duty for every two prisoners transported.

OFFER AND ACCEPTANCE FORM
OFFER TO CONTRACT

To Jefferson County:

We hereby offer and agree to furnish the materials or service in compliance with all terms, conditions, specifications, and amendments in the Invitation for Bid and any written exceptions in the offer.

We understand that the items in this Invitation for Bid, including, but not limited to, all required certificates are fully incorporated herein as a material and necessary part of the contract.

The undersigned hereby states, under penalty of perjury, that all information provided is true, accurate, and complete, and states that he/she has the authority to submit this bid, which will result in a binding contract if accepted by Jefferson County.

We acknowledge receipt of the following amendment(s): 1 _____, _____, _____, _____.

I certify, under penalty of perjury, that I have the legal authorization to bind the firm hereunder:

US Corrections, LLC
Company Name

PO Box 146 Whites Creek, TN 37189
Address

City State Zip

Signature of Person Authorized to Sign

Joel Brasfield
Printed Name

President & General Counsel
Title

For clarification of this offer, contact:

Tanisha Cheek, Business Developement Director
Name & Title

615.352.9798 ext. 114 615.352.9737
Phone Fax

tcheek@prisonertransport.net
E-mail

REQUIRED FORM
Bidder: Please complete this form and include with bid submission.

ACCEPTANCE OF OFFER

The Offer is hereby accepted for the following items: Term Contract for Prisoner Transportation Services for Jefferson County. Contract Term: One (1) year from date of award with an option to renew for four (4) additional years.

The Contractor is now bound to sell the materials or services listed by the attached contract and based upon the Invitation for Bid, including all terms, conditions, specifications, amendments, etc., and the Contractor's Offer as accepted by Jefferson County.

This contract shall henceforth be referred to as Contract No. (IFB 25-049/CG), Term Contract for Prisoner Transportation Services for Jefferson County. The Contractor has not been authorized to commence any billable work or to provide any material or service under this contract until Contractor receives a purchase order and/or a notice to proceed from the Jefferson County Purchasing Agent.

COUNTERSIGNED:

Jeff R. Branick, County Judge
JEFFERSON COUNTY, TEXAS

Date

ATTEST:

Roxanne Acosta Hellberg, County Clerk
JEFFERSON COUNTY, TEXAS

Date

BIDDER: INSERT ALL ADDENDA BEHIND THIS PAGE.
PLEASE BE SURE TO COMPLETE, SIGN, ATTEST, AND DATE EACH ADDENDUM.

BID FORM

Item	Ground Transport: Adult		
1	Adult Prisoner Transport	Price per mile	$ 2.00
		Is there a minimum charge per transport?	Yes ✓ No ___
		If Yes, state minimum charge:	$ $600.00
	Cost for additional adult prisoner	Price per mile	$
		Is there a minimum charge per transport?	Yes ✓ No ___
		If Yes, State minimum charge:	$ 300.00

Item	Ground Transport: Juvenile		
2	Juvenile Prisoner Transport	Price per mile	$ 5.75
		Is there a minimum charge per transport?	Yes ✓ No ___
		If Yes, state minimum charge:	$ 2,800.00
	Cost for additional Juvenile prisoner	Price per mile	$ 4.50
		Is there a minimum charge per transport?	Yes ✓ No ___
		If Yes, State minimum charge:	$ 2,000.00

Item	Air Transport: Adult		Case By Case
3	Adult Prisoner Transport by Air: Price all-inclusive other than airfare Airfare to be itemized on invoice	Hourly rate per officer:	$
		Is there a minimum charge per transport?	Yes ___ No ___
		If Yes, state minimum charge:	$
		Is there a markup on airfare?	Yes ___ No ___
		If Yes, state the Markup:	$

Item	Air Transport: Juvenile Case By Case		
4	Juvenile Prisoner Transport by Air: Price all-inclusive other than airfare Airfare to be itemized on invoice	Hourly rate per officer:	$
		Is there a minimum charge per transport?	Yes____ No____
		If Yes, state minimum charge:	$
		Is there a markup on airfare?	Yes___ No___
		If Yes, state the Markup:	$

Item	Miscellaneous	
5	Additional Fee for rush/Expedited pick up:	Yes ✓ No____
	If yes, state the fee:	$ Case By Case
6	Additional Fee for medical ground transport:	Yes ✓ No____
	If yes, state the fee:	$ Case By Case

Do you currently possess a Satisfactory Audit Rating from FMCSA? ✓ Yes _____No
(please attach FMCSA Company Snapshot)

BIDDER ACKNOWLEDGEMENT OF BID ADDENDA (IF APPLICABLE):

Addendum 1 ✓ Date Received 11.3.2025

Addendum 2 _____ Date Received_____

Addendum 3 _____ Date Received_____

BIDDER: INCLUDE FULL, SIGNED, & ATTESTED COPY OF EACH ADDENDUM ISSUED WITH BID SUBMISSION.

REQUIRED FORM
Bidder: Please complete this form and include with bid submission.

VENDOR REFERENCES FORM

Bidder: Please list at least three (3) companies or governmental agencies (preferably a municipality) where the same or similar products and/or services as contained in this specification package were recently provided.

REQUIRED FORM
Bidder: Please complete this form and include with bid submission.

REFERENCE ONE

Government/Company Name: Ohio Adult Parole Authority, DRC

Address: 4545 Fisher Road Columbus, OH 43228

Contact Person and Title: Deputy Chris Gerren

Phone: 614.752.1146 Fax:

Email Address: chris.gerren@drc.ohio.gov Contract Period: Under Contracr Since 2012

Scope of Work: Prisoner Transportation and Extradition Services

REFERENCE TWO

Government/Company Name: Fulton County Sheriff's Office

Address: 901 Rice Street Northwest Atlanta, GA 30318

Contact Person and Title: Hattie Richey or Shaurmetria Freeman

Phone: 404.612.5120 or 404.613.2382 Fax: shaurmetria.freeman@fultoncountyga.gov

Email Address: hattie.richey@fultoncountyga.gov Contract Period: Under Contract Since 2008

Scope of Work: Prisoner Transportation and Extradition Services

REFERENCE THREE

Government/Company Name: Office of Bergen County Sheriff

Address: 327 E. Ridgewood Ave., Rm 210A Paramus, NJ 07652

Contact Person and Title: Pamela Ganz-Posten

Phone: 201-336-3500 EXT. 4504 Fax:

Email Address: pganz@bcsd.us Contract Period: Under Contract Since 2008

Scope of Work: Prisoner Transportation and Extradition Services

SIGNATURE PAGE

As permitted under Article 4413 (32c) V.A.C.S., other governmental entities may wish to participate under the same terms and conditions contained in this contract (i.e., piggyback). In the event any other entity participates, all purchase orders will be issued directly from and shipped directly to the entity requiring supplies/services. Jefferson County shall not be held responsible for any orders placed, deliveries made or payment for supplies/services ordered by another entity. Each entity reserves the right to determine their participation in this contract.

Would Bidder be willing to allow other governmental entities to piggyback off this contract, if awarded, under the same terms and conditions? ..... **Yes** ☑ **No** ☐

This bid shall remain in effect for ninety (90) days from bid opening and shall be exclusive of federal excise and state and local sales tax (exempt).

The undersigned agrees, if this bid is accepted, to furnish any and all items upon which prices are offered, at the price and upon the terms and conditions contained in the Invitation for Bid, Conditions of Bidding, Terms of Contract, and Specifications and all other items made a part of the accepted contract.

The undersigned affirms that they are duly authorized to execute the contract, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other Bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other Bidder or to any other person(s) engaged in this type of business prior to the official opening of this bid. And further, that neither the Bidder nor their employees nor agents have been for the past six (6) months directly nor indirectly concerned in any pool or agreement or combination to control the price of goods or services on, nor to influence any person to bid or not to bid thereon.

US Corrections, LLC
Bidder (Entity Name)

PO Box 146 Whites Creek, TN 37189
Street & Mailing Address

City, State & Zip

615.352.9798 ext. 114
Telephone Number

tcheek@prisonertransport.net
E-mail Address

Signature

Joel Brasfield, President & General Counsel
Print Name

11.14.2025
Date Signed

615.352.9737
Fax Number

REQUIRED FORM
Bidder: Please complete this form and include with bid submission.

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

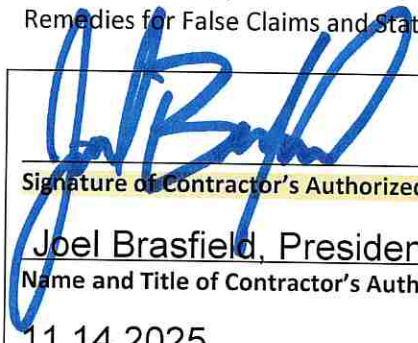
1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The Contractor, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.



Signature of Contractor's Authorized Official

Joel Brasfield, President & General Counsel

Name and Title of Contractor's Authorized Official *(Please Print)*

11.14.2025

Date

REQUIRED FORM
Bidder: Please complete this form and include with bid submission.

N/A

CONFLICT OF INTEREST QUESTIONNAIRE

CONFLICT OF INTEREST QUESTIONNAIRE — FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. *See* Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of vendor who has a business relationship with local governmental entity.

2 ☐ Check this box if you are filing an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information in this section is being disclosed.

_____
Name of Officer

This section (Item 3 including subparts A, B, C, & D) must be completed for each officer with whom the vendor has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more?

☐ Yes ☐ No

D. Describe each employment or business and family relationship with the local government officer named in this section.

4

_____ _____
Signature of vendor doing business with the governmental entity Date

Adopted 8/7/2015

REQUIRED FORM
Bidder: Please complete this form and include with bid submission.

N/A

LOCAL GOVERNMENT OFFICER
CONFLICTS DISCLOSURE STATEMENT – OFFICE USE ONLY

LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT

FORM CIS

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This is the notice to the appropriate local governmental entity that the following local government officer has become aware of facts that require the officer to file this statement in accordance with Chapter 176, Local Government Code.

OFFICE USE ONLY

Date Received

1 Name of Local Government Officer

2 Office Held

3 Name of vendor described by Sections 176.001(7) and 176.003(a), Local Government Code

4 Description of the nature and extent of employment or other business relationship with vendor named in item 3

5 List gifts accepted by the local government officer and any family member, if aggregate value of the gifts accepted from vendor named in item 3 exceeds $100 during the 12-month period described by Section 176.003(a)(2)(B).

Date Gift Accepted _____ Description of Gift _____

Date Gift Accepted _____ Description of Gift _____

Date Gift Accepted _____ Description of Gift _____

(attach additional forms as necessary)

6 AFFIDAVIT

I swear under penalty of perjury that the above statement is true and correct. I acknowledge that the disclosure applies to each family member (as defined by Section 176.001(2), Local Government Code) of this local government officer. I also acknowledge that this statement covers the 12-month period described by Section 176.003(a)(2)(B), Local Government Code.

_____
Signature of Local Government Officer

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20_____, to certify which, witness my hand and seal of office.

_____
Signature of officer administering oath | Printed name of officer administering oath | Title of officer administering oath

Adopted 8/7/2015

THIS FORM IS FOR OFFICE USE ONLY

GOOD FAITH EFFORT (GFE) DETERMINATION CHECKLIST

Bidder intends to utilize Subcontractors/Subconsultants in the fulfillment of this contract (if awarded).
☐ Yes ☑ No

Instructions: In order to determine if a "Good Faith Effort" was made in soliciting HUBs for subcontracting opportunities, the following checklist and supporting documentation shall be completed by the Prime Contractor/Consultant, and returned with the Prime Contractor/ Consultant's bid. This list contains the **minimum** efforts that should be put forth by the Prime Contractor/Consultant when attempting to achieve or exceed the goals of HUB Subcontractor participation. The Prime Contractor/Consultant may extend his/her efforts in soliciting HUB Subcontractor participation beyond what is listed below.

Did the Prime Contractor/Consultant . . .?

☐ Yes ☐ No 1. To the extent practical, and consistent with standard and prudent industry standards, divide the contract work into the smallest feasible portions, to allow for maximum HUB Subcontractor participation?

☐ Yes ☐ No 2. **Notify** in writing a reasonable number of HUBs, allowing sufficient time for effective participation of the planned work to be subcontracted?

☐ Yes ☐ No 3. **Provide** HUBs that were genuinely interested in bidding on a Subcontractor, adequate information regarding the project (i.e., plans, specifications, scope of work, bonding and insurance requirements, and a point of contract within the Prime Contractor/Consultant's organization)?

☐ Yes ☐ No 4. **Negotiate** in good faith with interested HUBs, and not reject bids from HUBs that qualify as lowest and responsive Bidders?

☐ Yes ☐ No 5. **Document** reasons HUBs were rejected? Was a written rejection notice, including the reason for rejection, provided to the rejected HUBs?

☐ Yes ☐ No 6. If Prime Contractor/Consultant has zero (0) HUB participation, **please explain the reasons why.**

If "No" was selected, please explain and include any pertinent documentation with your bid.
If necessary, please use a separate sheet to answer the above questions.

Joel Brasfield
Printed Name of Authorized Representative

Signature

President & General Counsel
Title

11.14.2025
Date

REQUIRED FORM
Bidder: Please complete this form and include with bid submission.

NOTICE OF INTENT (NOI) TO SUBCONTRACT WITH HISTORICALLY UNDERUTILIZED BUSINESS (HUB)

Bidder intends to utilize Subcontractors/Subconsultants in the fulfillment of this contract (if awarded).
☐ Yes ☑ No

Instructions for Prime Contractor/Consultant: Bidder shall submit this form with the bid; however, the information below may be submitted after contract award, but prior to beginning performance on the contract.

Please submit one form for each HUB Subcontractor/Subconsultant with proper signatures, per the terms and conditions of your contract.

Contractor Name: _____ HUB: ☐ Yes ☐ No

Address: _____
Street City State Zip

Phone (with area code): _____ Fax (with area code): _____

Project Title & No.: _____

Prime Contract Amount: $ _____

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

Certifying Agency: ☐ Tx. Bldg & Procurement Comm. ☐ Jefferson County ☐ Tx Unified Certification Prog.

Address: _____
Street City State Zip

Phone (with area code): _____ Fax (with area code): _____

Proposed Subcontract Amount: $ _____ Percentage of Prime Contract: _____ %

Description of Subcontract Work to be Performed: _____

Joel Brasfield		11.14.2025
Printed Name of Contractor Representative	Signature of Representative	Date
Printed Name of HUB	Signature of Representative	Date

Note: Nothing on this Notice of Intent Form is intended to confer any rights, expressed or implied, to any third parties.

Pre-Approval for Subcontractor Substitutions must be obtained from the Jefferson County Purchasing Agent's Representative. The "HUB Subcontractor/Subconsultant Change Form" must be completed and faxed to 409-835-8456.

REQUIRED FORM
Bidder: Please complete this form and include with bid submission.

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) SUCONTRACTING PARTICIPATION DECLARATION FORM

Bidder intends to utilize Subcontractors/Subconsultants in the fulfillment of this contract (if awarded).
☐ Yes ☑ No

Prime Contractor: _____ HUB: ☐ Yes ☐ No

HUB Status (Gender & Ethnicity): _____

Address: _____
Street City State Zip

Phone (with area code): _____ Fax (with area code): _____

Project Title & No.: _____ IFB/RFP No.: _____

Total Contract: $ _____ Total HUB Subcontract(s): $ _____

Construction HUB Goals: 12.8% MBE:: _____ % 12.6% WBE: _____ %

Sub-goals: 1.7 African-American, 9.7% Hispanic, 0.7% Native American, 0.8% Asian American.
Use these goals as a guide to diversify.

FOR HUB OFFICE USE ONLY:

Verification date HUB Program Office reviewed and verified HUB Sub information Date: _____ Initials: _____

PART I. HUB SUBCONTRACTOR DISCLOSURE

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

Certifying Agency: ☐ Texas Bldg & Procurement Comm. ☐ Texas Unified Certification Prog.

Address: _____
Street City State Zip

Contact person: _____ Title: _____

Phone (with area code): _____ Fax (with area code): _____

Proposed Subcontract Amount: $ _____ Percentage of Prime Contract: _____ %

Description of Subcontract Work to be Performed: _____

REQUIRED FORM
Bidder: Please complete this form and include with bid submission.

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) SUBCONTRACTING PARTICIPATION DECLARATION FORM

HUB Subcontractor Disclosure

PART I: Continuation Sheet (Duplicate as Needed)

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

Certifying Agency: ☐ Tx. Bldg & Procurement Comm. ☐ Jefferson County ☐ Tx Unified Certification Prog.

Address: _____
Street City State Zip

Contact person: _____ Title: _____

Phone (with area code): _____ Fax (with area code): _____

Proposed Subcontract Amount: $ _____ Percentage of Prime Contract: _____ %

Description of Subcontract Work to be Performed: _____

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

Certifying Agency: ☐ Tx. Bldg & Procurement Comm. ☐ Jefferson County ☐ Tx Unified Certification Prog.

Address: _____
Street City State Zip

Contact person: _____ Title: _____

Phone (with area code): _____ Fax (with area code): _____

Proposed Subcontract Amount: $ _____ Percentage of Prime Contract: _____ %

Description of Subcontract Work to be Performed: _____

All HUB Subcontractor Participation may be verified with the HUB Subcontractor(s) listed on Part I.

REQUIRED FORM
Bidder: Please complete this form and include with bid submission.

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) SUCONTRACTING PARTICIPATION DECLARATION FORM

PART II: STATEMENT OF NON-COMPLIANCE FOR NOT MEETING HUB SUBCONTRACTING GOALS

Instructions to Bidder: Please complete Good Faith Effort (GFE) Checklist and attach any supporting documentation.

Our firm was unable to meet the HUB goals for this project for the following reasons:

- ☐ All Subcontractors to be utilized are "Non-HUBs." *(Complete Part III)*
- ☐ HUBs were solicited but did not respond.
- ☐ HUBs solicited were not competitive.
- ☐ HUBs were unavailable for the following trade(s):
- ☐ Other: _____

Was the Jefferson County HUB Office contacted for assistance in locating HUBs? ☐ Yes ☐ No

PART III: DISCLOSURE OF OTHER "NON-HUB" SUBCONTRACTS

The Bidder shall use this area to provide a listing of all "Non-HUB" Subcontractors, including suppliers, that will perform under this project. A list of those "Non-HUB" Subcontractors the Bidder selects, after bid submission, shall be provided to the Purchasing Office not later than five (5) calendar days after being notified that Bidder is the apparent low Bidder. A list of those "Non-HUB" Subcontractors that are selected after contract award must be provided **immediately** after their selection.

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

Phone (with area code): _____ Fax (with area code): _____

Proposed Subcontract Amount: $ _____ Percentage of Prime Contract: _____ %

Description of Subcontract Work to be Performed: _____

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

Phone (with area code): _____ Fax (with area code): _____

Proposed Subcontract Amount: $ _____ Percentage of Prime Contract: _____ %

Description of Subcontract Work to be Performed: _____

REQUIRED FORM
Bidder: Please complete this form and include with bid submission.

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) SUBCONTRACTING PARTICIPATION DECLARATION FORM

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

Phone (with area code): _____ Fax (with area code): _____

Proposed Subcontract Amount: $ _____ Percentage of Prime Contract: _____ %

Description of Subcontract Work to be Performed: _____

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

Phone (with area code): _____ Fax (with area code): _____

Proposed Subcontract Amount: $ _____ Percentage of Prime Contract: _____ %

Description of Subcontract Work to be Performed: _____

I hereby certify that I have read the *HUB Program Instructions and Information*, truthfully completed all applicable parts of this form, and **attached any necessary support documentation as required**. I fully understand that intentionally falsifying information on this document may result in my not receiving a contract award or termination of any resulting contract.

Name (print or type): Joel Brasfield

Title: President & General Counsel

Signature:

Date: 11.14.2025

E-mail address: tcheek@prisonertransport.net

Contact person that will be in charge of invoicing for this project:

Name (print or type): Patricia Broom

Title: Accounting Manager

Date: 11.14.2025

E-mail address: pbroom@prisonertransport.net

REQUIRED FORM
Bidder: Please complete this form and include with bid submission.

RESIDENCE CERTIFICATION/TAX FORM

Pursuant to Texas Government Code §2252.001 *et seq.*, as amended, Jefferson County requests Resident Certification. §2252.001 *et seq.* of the Government Code provides some restrictions on the awarding of governmental contracts; pertinent provisions of §2252.001 are stated below:

(3) "Non-resident Bidder" refers to a person who is not a resident.

(4) "Resident Bidder" refers to a person whose principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

☐ I certify that _____ [company name] is a Resident Bidder of Texas as defined in Government Code §2252.001.

☑ I certify that US Corrections, LLC [company name] is a Nonresident Bidder as defined in Government Code §2252.001 and our principal place of business is Whites Creek, TN 37189 (city and state).

Taxpayer Identification Number (T.I.N.):	82-3201264
Company Name submitting bid/proposal:	US Corrections, LLC
Mailing address:	PO Box 146 Whites Creek, TN 37189
If you are an individual, list the names and addresses of any partnership of which you are a general partner:	

Property: List all taxable property owned by you or above partnerships in Jefferson County.

Jefferson County Tax Acct. No.*	Property address or location**

* This is the property amount identification number assigned by the Jefferson County Appraisal District.

** For real property, specify the property address or legal description. For business property, specify the address where the property is located. For example, office equipment will normally be at your office, but inventory may be stored as a warehouse or other location.

REQUIRED FORM
Bidder: Please complete this form and include with bid submission.

HOUSE BILL 89 VERIFICATION

I, Joel Brasfield, the undersigned representative of (company or business name) US Corrections, LLC (heretofore referred to as company) being an adult over the age of eighteen (18) years of age, after being duly sworn by the undersigned notary, do hereby depose and verify under oath that the company named above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270:

1. Does not boycott Israel currently; and
2. Will not boycott Israel during the term of the contract.

Pursuant to Section 2270.002, Texas Government Code:

1. "**Boycott Israel**" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made ordinary business purposes; and

2. "**Company**" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or an limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business association that exist to make a profit.

Signature of Company Representative

11.14.2025
Date

On this 14th day of November, 2025, personally appeared

Joel Brasfield, 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

11.14.2025
Date

REQUIRED FORM
Bidder: Please complete this form and include with bid submission.

SENATE BILL 252 CERTIFICATION

On this day, I, Deborah L. Clark, Purchasing Agent for Jefferson County, Texas, pursuant to Texas Government Code, Chapter 2252, Section 2252.152 and Section 2252.153, certify that I did review the website of the Comptroller of the State of Texas concerning the listing of companies that is identified under Section 806.051, Section 807.051, or Section 2253.253 and I have ascertained that the below named company is not contained on said listing of companies which do business with Iran, Sudan, or any Foreign Terrorist Organization.

US Corrections, LLC

Company Name

IFB 25-049/CG

IFB/RFP/RFQ number

Certification check performed by:

Purchasing Representative

Date

THIS FORM IS FOR OFFICE USE ONLY

BID AFFIDAVIT

The undersigned certifies that the bid prices contained in this bid have been carefully reviewed and are submitted as correct and final. Bidder further certifies and agrees to furnish any and/or all commodities upon which prices are extended at the price offered, and upon the conditions contained in the specifications and the Notice to Bidders.

STATE OF Tennessee COUNTY OF Davidson

BEFORE ME, the undersigned authority, a Notary Public in and for the State of _____,

on this day personally appeared Joel Brasfield (name), who

after being by me duly sworn, did depose and say:

"I, Joel Brasfield (name) am a duly authorized officer of/agent

for US Corrections, LLC (name of firm) and have been duly authorized to execute the

foregoing on behalf of the said US Corrections, LLC (name of firm).

I hereby certify that the foregoing bid has not been prepared in collusion with any other Bidder or other person or persons engaged in the same line of business prior to the official opening of this bid. Further, I certify that the Bidder is not now, nor has been for the past six (6) months, directly or indirectly concerned in any pool or agreement or combination, to control the price of services/commodities bid on, or to influence any person or persons to bid or not to bid thereon."

Name and address of Bidder: US Corrections, LLC
PO Box 146 Whites Creek, TN 37189

Fax: 615.352.9737 Telephone# 615.352.9798 ext. 114

by: Joel Brasfield (print name) Title: President & General Counsel

Signature: Joel Brasfield

SUBSCRIBED AND SWORN to before me by the above-named
Joel Brasfield on

this the 14th day of November, 2025.

REQUIRED FORM
Bidder: Please complete this form and include with bid submission.

Notary Public in and for
the State of Tennessee

JEFFERSON COUNTY PURCHASING DEPARTMENT
Deborah L. Clark, Purchasing Agent
1149 Pearl Street
1st Floor, Beaumont, TX 77701
OFFICE MAIN: (409) 835-8593
FAX: (409) 835-8456

Addendum to IFB

IFB NUMBER: (IFB 25-049/CG)

IFB TITLE: Term Contract for Prisoner Transportation Services for Jefferson County

IFB DUE BY: 11:00am, CST, Wednesday, November 19, 2025

ADDENDUM NO.: 1

ISSUED (DATE): November 3, 2025

To Bidder: This Addendum is an integral part of the IFB package under consideration by you as a Bidder in connection with the subject matter herein identified. Jefferson County deems all sealed bids to have been proffered in recognition and consideration of the entire IFB Specifications Package – *including all addenda*. For purposes of clarification, **receipt of this present Addendum by a Bidder should be evidenced by returning it (signed) as part of the Bidder's sealed bid submission.** If the bid submission has already been received by the Jefferson County Purchasing Department, Bidder should return this addendum in a separate sealed envelope, clearly marked with the IFB Title, IFB Number, and IFB Opening Date and Time, as stated above.

Reason for Issuance of this Addendum: Vendor Questions

The information included herein is hereby incorporated into the documents of this present bid matter and supersedes any conflicting documents or portion thereof previously issued.

Receipt of this Addendum is hereby acknowledged by the undersigned Respondent:

ATTEST:

Witness Tanisha Cheek

Witness

Approved by ____ Date: 11.14.2025

Authorized Signature (Respondent)

Joel Brasfield, President & General Counsel
Title of Person Signing Above

US Corrections, LLC
Typed Name of Business or Individual

PO Box 146 Whites Creek, TN 37189
Address

JEFFERSON COUNTY PURCHASING DEPARTMENT
Deborah L. Clark, Purchasing Agent
1149 Pearl Street
1st Floor, Beaumont, TX 77701
OFFICE MAIN: (409) 835-8593
FAX: (409) 835-8456

1. **Question:** The governing bodies for prisoner transportation and extradition companies are the US Department of Transportation (USDOT), Federal Motor Carrier Safety Administration (FMCSA), and the US Department of Justice (USDOJ)? Will **Jefferson County** acknowledge the guidelines and laws set forth by these departments?

   Answer: See Scope of project on page 43 Section 4.0

2. **Question:** Will **Jefferson County** require that vendors meet all requirements for limits on continuous travel hours and miles as governed by the FMCSA (Section 395.5 (a)? If so, will vendors be required to submit drivers logs to verify that they conform to those requirements?

   Answer: Yes. Will be required to submit upon request.

3. **Question:** Will **Jefferson County** require vendors to have a Satisfactory Audit Rating from the FMCSA, which measures the vendor's compliance with the Federal Motor Carrier Safety Regulations?

   Answer: See Question and Answer #1

4. **Question:** Proof of Authority to Operate is provided by a transport company being issued a Motor Carrier Number (MC #) by the FMCSA. This allows transport vendors to cross state lines with inmates in their custody. Will **Jefferson County** acknowledge and require an active Motor Carrier Number?

   Answer: Contractor must comply with all pertinent Federal Regulations, See Question and answer #1.

5. **Question:** Does **Jefferson County** realize that to be in compliance with the FMCSA, vendors are required to carry Automobile Liability: If transporting in a vehicle rated for 15 passengers or less, minimum coverage of one million five hundred thousand dollars ($1,500,000) per occurrence combined single limit for automobile liability and property damage; and/or: If transporting in a vehicle rated for 16 passengers or more, minimum coverage shall be five million dollars ($5,000,000) per occurrence combined single limit for automobile liability and property damage?

   Answer: See Section 3, #10 on pages 38-39

6. **Question:** If a vendor states they transport 8 passengers or less in a vehicle that was designed to carry more passengers, will **Jefferson County** uphold the FMCSA Regulation 383.5 which states, "designed to carry" vehicles refer to the number of designated seats as originally designed? Meaning if a vendor states they only carry 8

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

passengers on a vehicle, but that vehicle was originally designed to carry 9-15 passengers, will **Jefferson County** follow federal guidelines and require that vendor to have a Motor Carrier number?

Answer: See Question and Answer #1 and Section 4.1.4.

7. **Question:** Will **Jefferson County** check the VIN numbers of vendors vehicles to confirm their vehicles are compliant with FMCSA Regulation 383.5?

   Answer: See Section 4.1.4

8. **Question:** Does **Jefferson County** require vendors to have been in business for a specific number of years to ensure company stability?

   Answer: No

JEFFERSON COUNTY PURCHASING DEPARTMENT

Deborah L. Clark, Purchasing Agent

1149 Pearl Street
1st Floor, Beaumont, TX 77701

OFFICE MAIN: (409) 835-8593
FAX: (409) 835-8456

LEGAL NOTICE
Advertisement for Invitation for Bids

October 21, 2025

Notice is hereby given that sealed bids will be accepted by the Jefferson County Purchasing Department for Invitation for Bid **(IFB 25-055/CG), Jefferson County Mosquito Control Airplane.** Specifications for this project may be obtained from the Jefferson County website, https://jeffersoncountytx.gov/Purchasing/ or by calling 409-835-8593.

Bids are to be sealed and addressed to the Purchasing Agent with the bid number and name marked on the outside of the envelope or box. Bidders shall forward an original and two (2) copies of their bid to the address shown below. Jefferson County does not accept bids submitted electronically. Late bids will be rejected as non-responsive. Bids will be publicly opened and read aloud in the Jefferson County Engineering Department Conference Room (5th Floor, Historic Courthouse) 1149 Pearl Street, Beaumont, Texas 77701, at the time and date below. Bidders are invited to attend the sealed bid opening.

BID NAME:	**Jefferson County Mosquito Control Airplane**
BID NUMBER:	**IFB 25-055/CG**
DUE BY TIME/DATE:	**11:00 AM CT, Wednesday, November 19, 2025**
MAIL OR DELIVER TO:	**Jefferson County Purchasing Department** **1149 Pearl Street, 1st Floor** **Beaumont, Texas 77701**

Any questions relating to these bid requirements should be directed to Cindy Greene, Contract Specialist at 409-835-8593 or via email at: Cynthia.greene@jeffersoncountytx.gov. If no response in 72 hours, contact Deborah Clark, Purchasing Agent at 409-835-8593 or via email at: deb.clark@jeffersoncountytx.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 bid in accordance with the terms and conditions stated in this bid.

Bidders are strongly encouraged to carefully read the entire invitation, as failure to return and/or complete all required documentation will result in a response being declared as non-responsive.

Deborah Clark

Deborah L. Clark, Purchasing Agent
Jefferson County, Texas

PUBLISH:

The Examiner:
October 23, 2025 and October 30, 2025

TABLE OF CONTENTS

TABLE OF CONTENTS 1
SECTION 1: GENERAL CONDITIONS OF BIDDING AND TERMS OF CONTRACT 2
HUB, SBE, MBE OR WBE CERTIFICATION (INSERTION PAGE) 13
SECTION 2: FEMA MANDATED CONTRACT PROVISIONS 14
BYRD ANTI-LOBBYING CERTIFICATION FORM 28
DEBARMENT/SUSPENSION CERTIFICATION 29
CIVIL RIGHTS COMPLIANCE PROVISIONS 30
SECTION 3: SPECIAL REQUIREMENTS/BID SUBMISSION REQUIREMENTS 32
INSERTION PAGE: SYSTEM FOR AWARD MANAGEMENT (SAM) REGISTRATION PROOF 34
SAMPLE FORM 1295 36
INSERTION PAGE: FORM 1295 37
SECTION 3 (CONTINUED): SPECIAL REQUIREMENTS/BID SUBMISSION REQUIREMENTS 38
INSERTION PAGE: CERTIFICATE OF INSURANCE (COI) PROOF 41
BIDDER INFORMATION FORM 42
SECTION 4: MINIMUM SPECIFICATIONS 43
OFFER TO CONTRACT FORM 50
ACCEPTANCE OF OFFER FORM 51
INSERTION PAGE: ADDENDA 52
BID FORM 53
VENDOR REFERENCES 54
SIGNATURE PAGE 55
CERTIFICATION REGARDING LOBBYING 56
CONFLICT OF INTEREST QUESTIONAIRE 57
LOCAL GOVERNMENT OFFICER: CONFLICT DISCLOSURE STATEMENT FORM (OFFICE USE ONLY) 58
GOOD FAITH EFFORT DETERMINATION CHECKLIST 59
NOTICE OF INTENT 60
HUB SUBCONTRACTING PARTICIPATION DECLARATION FORM 61
RESIDENCE CERTIFICATION/TAX FORM 65
HOUSE BILL 89 VERIFICATION 66
SENATE BILL 252 CERTIFICATION 67
BID AFFIDAVIT 68

BID SUBMISSIONS:

One (1) Original and two (2) Bid Copies; with all copies to include a Completed Copy of this specifications packet (including technical specifications), in its entirety.

Each Bidder shall ensure that required parts of their bid submission are completed with accuracy and submitted as per the requirements within this specifications packet, including any addenda.

Additionally, Bidder shall monitor the Jefferson County Purchasing Department Website for any addenda, additional instructions, or bid updates. https://jeffersoncountytx.gov/Purchasing/

Failure to return and/or complete all required documentation will result in a response being declared as non-responsive.

SECTION 1: GENERAL CONDITIONS OF BIDDING AND TERMS OF CONTRACT

By execution of this document, the Vendor accepts all general and special conditions of the contract as outlined below and, in the specifications, and plans.

1. BIDDING.

1.1 BIDS.
All bids must be submitted on the bid form furnished in this package.

1.2 AUTHORIZED SIGNATURES.
The bid must be executed personally by the Vendor, duly authorized partner of the partnership, or duly authorized officer of the corporation. If executed by an agent, a power of attorney or other evidence of authority to act on behalf of the Vendor shall accompany the bid to become a valid bid.

1.3 LATE BIDS.
Bids must be in the office of the Jefferson County Purchasing Agent before or at the specified time and date bids are due. Bids received after the submission deadline shall be rejected as non-responsive and returned unopened.

1.4 WITHDRAWAL OF BID PRIOR TO OPENING.
A bid may be withdrawn before the opening date by submitting a written request to the Purchasing Agent. If time allows, the Bidder may submit a new bid. Bidder assumes full responsibility for submitting a new bid before or at the specified time and date bids are due. Jefferson County reserves the right to withdraw a request for bids before the opening date.

1.5 WITHDRAWAL OF BID AFTER OPENING.
Bidder agrees that its offer may not be withdrawn or cancelled by the Vendor for a period of ninety (90) days following the date and time designated for the receipt of bids unless otherwise stated in the bid and/or specifications.

1.6 BID AMOUNTS.
Bids shall show net prices, extensions where applicable and net total. In case of conflict between unit price and extension, the unit price will govern. Any ambiguity in the bid as a result of omission, error, unintelligible or illegible wording shall be interpreted in the favor of Jefferson County.

1.7 EXCEPTIONS AND/OR SUBSTITUTIONS.
All bids meeting the intent of the specifications and plans will be considered for award. Vendors taking exception to the specifications and plans, or offering substitutions, shall state these exceptions in the section provided. If bid is made on an article other than the one specified, which a Bidder considers comparable, the name and grade of said article must be specified in the bid and sufficient specifications and descriptive data must accompany same to permit thorough evaluation. The absence of stated exceptions and/or substitutions shall indicate that the Vendor has not taken any exceptions to the specifications and shall be responsible to perform in strict accordance with the specifications. As a matter of practice, Jefferson County rejects exception(s) and /or substitutions as non-responsive but reserves the right to accept any and/or all of the exception(s) and/or substitution(s) deemed to be in the best interest of Jefferson County.

1.8 ALTERNATES.
The Invitation for Bid and/or specifications may expressly allow Bidder to submit an alternate bid. Presence of such an offer shall not be considered an indication of non-responsiveness.

1.9 DESCRIPTIONS.

Unless otherwise specified, any reference to make, manufacturer and/or model used in the bid specifications is merely descriptive and not restrictive, and is used only to indicate type, style, or quality of material desired.

1.10 BID ALTERATIONS.
Bids cannot be altered or amended after submission deadline. Any interlineations, alterations, or erasures made before opening time must be initialed by the signer of the bid, guaranteeing authenticity.

1.11 TAX EXEMPT STATUS.
Jefferson County is exempt from federal excise tax and state sales tax. Unless the bid form or specifications specifically indicate otherwise, the bid price must be net, exclusive of above-mentioned taxes and will be so construed. Therefore, the bid price shall not include taxes.

1.12 QUANTITIES.
Quantities indicated are estimated quantities only and are not a commitment to buy. Approximate usage does not constitute an order, but only implies the probable quantity that will be used. Commodities will be ordered on an as-needed basis. Bidder is responsible for accurate final counts.

1.13 BID AWARD.
Award of contract shall be made to the most responsible, responsive Bidder, whose offer is determined to be the best value, taking into consideration the relative importance of price. Jefferson County reserves the right to be the sole judge as to whether items bid will serve the purpose intended.

Jefferson County reserves the right to award based upon individual line items, sections or total bid.

1.14 SILENCE OF SPECIFICATIONS FOR COMPLETE UNITS.
All materials, equipment and/or parts that will become a portion of the completed work, including items not specifically stated herein but, necessary to render the service(s) complete and operational per the specifications, are to be included in the bid price. Vendor may be required to furnish evidence that the service, as bid, will meet or exceed these requirements.

1.15 ADDENDA.
Any interpretations, corrections or changes to the specifications and plans will be made by addenda no later than forty-eight (48) hours prior to the bid opening. Addenda will be posted on the Purchasing web site. Vendors are responsible for monitoring the web site in order to remain informed on addenda. Vendors shall acknowledge receipt of all addenda with submission of bid.

1.16 GENERAL BID BOND/SURETY REQUIREMENTS.
Failure to furnish bid bond/surety, if requested, will result in bid being declared non-responsive. Non-responsive bids will not be considered for award.

1.17 GENERAL INSURANCE REQUIREMENTS.
Failure to furnish Affidavit of Insurance, if required in these specifications, will result in bid being declared non-responsive. Non-responsive bids will not be considered for award.

1.18 RESPONSIVENESS.
A responsive bid shall substantially conform to the requirements of this Invitation to Bid and/or specifications contained herein. Bidders who substitute any other terms, conditions, specifications and/or requirements or who qualify their bids in such a manner as to nullify or limit their liability to the contracting entity shall have their bids deemed non-responsive. Also, bids containing any clause that would limit contracting authority shall be considered non-responsive. Examples of non-responsive bids include but shall not be limited to: a) bids that fail to conform to required delivery schedules as set forth in the bid request; b) bids with prices qualified in such a manner that the bid

price cannot be determined, such as with vague wording that may include "price in effect at the time of delivery," and c) bids made contingent upon award of other bids currently under consideration.

1.19 RESPONSIBLE STANDING OF BIDDER.
To be considered for award, Bidder must at least: have the ability to obtain adequate financial resources, be able to comply with required or proposed delivery/completion schedule, have a satisfactory record of performance; have a satisfactory record of integrity and ethics, and be otherwise qualified and eligible to receive award.

1.20 CONFIDENTIAL/PROPRIETARY INFORMATION.
If any material in the bid submission is considered by Bidder to be confidential or proprietary information (including manufacturing and/or design processes exclusive to the Bidder), Bidder **must** clearly mark the applicable pages of bid submission to indicate each claim of confidentiality. Additionally, Bidder must include a statement on company letterhead identifying all Bid Submission section(s) and page(s) that have been marked as confidential. Jefferson County will protect from public disclosure such portions of a bid, unless directed otherwise by legal authority, including existing open records acts. Merely making a blanket claim that the entire bid submission is protected from disclosure because it contains some proprietary information is not acceptable, and will make the entire bid submission subject to release under the Texas Public Information Act.

By submitting a bid, Bidder agrees to reproduction by Jefferson County, without cost or liability, of any copyrighted portions of Bidder's bid submission or other information submitted by Bidder.

1.21 PUBLIC BID OPENING.
Bidders are invited to be present at the opening of bids. After the official opening of bids, a period of not less than one week is necessary to evaluate bids. The amount of time necessary for bid evaluation may vary and is determined solely by the County. Following the bid evaluation, all bids submitted are available for public review.

2. PERFORMANCE.

2.1 DESIGN, STRENGTH, AND QUALITY.
Design, strength, and quality of materials and workmanship must conform to the highest standards of manufacturing and engineering practices. The apparent silence of specifications and/or plans as to any detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications and/or plans shall be made on the basis of this statement.

2.2 AGE AND MANUFACTURE.
All tangible goods being bid must be new and unused, unless otherwise specified, in first-class condition, of current manufacture, and furnished ready to use. All items not specifically mentioned that are required for a complete unit shall be furnished.

2.3 DELIVERY LOCATION.
All deliveries will be made to the address(es) specified on the purchase order during normal office working hours of 8:00 am CT to 4:00 pm CT, Monday through Friday, unless otherwise authorized by the Purchasing Agent or designee.

2.4 DELIVERY SCHEDULE.
Delivery time may be an important consideration in the evaluation of best value. The maximum number of days necessary for delivery ARO shall be stated in the space, if provided, on the bid form.

2.5 DELIVERY CHARGES.
All delivery and freight charges, F.O.B. destination shown on Jefferson County purchase order, as necessary to perform contract are to be included in the bid price.

2.6 INSTALLATION CHARGES.

All charges for assembly, installation and set-up shall be included in the bid price. Unless otherwise stated, assembly, installation and set-up will be required.

2.7 OPERATING INSTRUCTIONS AND TRAINING.
Clear and concise operating instructions and descriptive literature will be provided in English, if requested. On-site detailed training in the safe and efficient use and general maintenance of item(s) purchased shall be provided as needed at the request of Jefferson County. Instructions and training shall be at no additional cost to the County.

2.8 STORAGE.
Bidder agrees to provide storage of custom ordered materials, if requested, for up to thirty (30) calendar days.

2.9 COMPLIANCE WITH FEDERAL, STATE, COUNTY, AND LOCAL LAWS.
Bids must comply with all federal, state, county and local laws, including, but not limited to, all applicable standard safety, emission, and noise control requirements. Any vehicles or equipment shall contain all standard safety, emission, and noise control requirements required for the types and sizes of equipment at the time of their manufacture. The Contractor agrees, during the performance of work or service, to comply with all applicable codes and ordinances of Jefferson County or the State of Texas as they may apply, as these laws may now read, or as they may hereafter be changed or amended.

2.10 OSHA.
The Bidder will certify all equipment complies with all regulations and conditions stipulated under the Williams-Steiger Occupational Safety and Health Act of 1971, as amended. The successful Bidder will further certify that all items furnished under this project will conform and comply with federal and State of Texas OSHA standards. The successful Bidder will agree to indemnify and hold harmless Jefferson County for any and all damages that may be assessed against the County.

2.11 PATENTS AND COPYRIGHTS.
The successful Vendor agrees to protect the County from claims involving infringements of patents and/or copyrights.

2.12 SAMPLES, DEMONSTRATIONS, AND TESTING.
At Jefferson County's request and direction, Bidder shall provide product samples and/or testing of items bid to ensure compliance with specifications. Samples, demonstrations and/or testing may be requested at any point prior to or following bid award. Samples, demonstrations and/or testing may be requested upon delivery and/or any point during the term of resulting contract. All samples (including return thereof), demonstrations, and/or testing shall be at the expense of the Bidder/Vendor.

2.13 ACCEPTABILITY.
All articles enumerated in the bid shall be subject to inspection by an officer designated for that purpose by Jefferson County. If found inferior to the quality called for, or not equal in value to the specifications, deficient in workmanship or otherwise, this fact shall be certified to the Purchasing Agent, who shall have the right to reject the whole or any part of the same. Items and/or work determined to be contrary to specifications must be replaced at the vendor's expense. Inferior items not retrieved by the vendor within thirty (30) calendar days, or an otherwise agreed upon time, shall become the property of the County. If disposal of such items warrants an expense, an amount equal to the disposal expense will be deducted from amounts payable to the vendor.

2.14 MAINTENANCE.
Maintenance required for equipment bid should be available in Jefferson County by a manufacturer authorized maintenance facility. Cost for this service shall be shown on the bid sheet as requested or on a separate sheet, as required. If Jefferson County opts to include maintenance, it shall be so stated in the purchase order and said cost will be included. Service will commence only upon expiration of applicable warranties and should be priced accordingly.

2.15 MATERIAL SAFETY DATA SHEETS.
Under the "Hazardous Communications Act," common known as the "Texas Right to Know Act," a Bidder must provide the user department, with each delivery, material safety data sheets which are applicable to hazardous substances defined in the Act. Failure of the Bidder to furnish this documentation, will be cause to reject any bid applying thereto.

2.16 EVALUATION.
Evaluation shall be used as a determinant as to which services are the most efficient and/or most economical for the County. It shall be based on all factors having a bearing on price and performance of the items in the user environment. All bids are subject to tabulation by the Jefferson County Purchasing Department and recommendation to Jefferson County Commissioners' Court. Compliance with all bid requirements and needs of the using department are considered in evaluating bids. Pricing is not the only criteria for making a recommendation. The Jefferson County Purchasing Department reserves to right to contact any Bidder, at any time, to clarify, verify or requirement information with regard to this bid.

3. PURCHASE ORDERS AND PAYMENT.

3.1 PURCHASE ORDERS.
A purchase order(s) shall be generated by the Jefferson County Purchasing Agent to the successful vendor. The purchase order number must appear on all itemized invoices and packing slips. The County will not be held responsible for any work orders placed and/or performed without a valid current purchase order number. Payment will be made for all services rendered and accepted by the contract administrator for which a valid invoice has been received.

3.2 INVOICES.
All invoices shall reference the Purchase Order number. Invoices shall reference the bid item number or a detailed description for each item invoiced. If an item purchased and itemized on the invoice does not correspond to an item in any of the categories awarded to the vendor, invoice shall reference the item as "N/C" to indicate that it is a non-contract item. This requirement is to assist the County in verifying contract pricing on all invoices. Payment will be made under terms of net thirty (30) days unless otherwise agreed upon by seller and the purchasing department.

3.3 PROMPT PAYMENT.
In accordance with the State of Texas Prompt Payment Act, Article 601f V.T.C.S., payment will be made after receive and acceptance by the County of the merchandise ordered and of a valid invoice. Successful Bidder(s) is required to pay Subcontractors within ten (10) days after the successful Bidder receives payment from the County.

3.4 FUNDING.
Jefferson County is operated and funded on an October 1 to September 30 basis; accordingly, the County reserves the right to terminate, without liability to the County, any contract for which funding is not available.

4. CONTRACT.

4.1 CONTRACT DEFINITION.
The General Conditions of Bidding and Terms of Contract, Specifications, Plans, Bidding Forms, Addenda, and any other documents made a part of this bid shall constitute the complete bid. This bid, when duly accepted by Jefferson County, shall constitute a contract equally binding between the successful Bidder and Jefferson County.

4.2 CHANGE ORDER.
No different or additional terms will become part of this contract with the exception of a change order. No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All change orders to the contract will be made in writing and at the discretion and approval of

Jefferson County. No change order will be binding unless signed by an authorized representative of the County and the vendor.

4.3 PRICE RE-DETERIMINATION.

A price re-determination may be requested at the time of annual renewal. All requests for price re-determination shall be in written form. Cause for such request, i.e., manufacturer's direct cost, postage rates, Railroad Commission rates, Federal/State minimum wage law, Federal/State unemployment taxes, F.I.C.A, Insurance Coverage Rates, etc., shall be substantiated in writing by the source of the cost increase. The Bidder's past experience of honoring contracts at the bid price will be an important consideration in the evaluation of the lowest and best bid. Jefferson County reserves the right to accept or reject any/all requests for price re-determination as it deems to be in the best interest of the County.

4.4 TERMINATION.

Jefferson County reserves the right to terminate the contract for default if the Bidder breached any of the terms therein, including warranties of Bidder or if the Bidder becomes insolvent or commits acts of bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies which Jefferson County may have in law or equity. Default may be construed as, but not limited to, failure to deliver the proper goods and/or service within the proper amount of time, and/or to properly perform any and all services required to Jefferson County's satisfaction and/or to meet all other obligations and requirements. Contracts may be terminated without cause upon thirty (30) days' written notice to either party unless otherwise specified. Jefferson County reserves the right to award canceled contract to the next lowest Bidder. Bidder, in submitting this bid, agrees that Jefferson County shall not be liable to prosecution for damages in the event that the County declares the Bidder in default.

4.5 CONFLICT OF INTEREST.

Employees of the County are not permitted to maintain financial interest in, or receive payment, directly or indirectly, borrow from, lend to, invest in, or engage in any substantial financial transaction with any individual, organization, supplier, or Subcontractor who does business with the County without disclosure. When conflict of interest is discovered, it shall be grounds for termination of contract.

4.6 INTEREST BY PUBLIC OFFICIALS.

No public official shall have interest in this contract, in accordance with Texas Local Government Code.

4.7 PRE-AWARD/CONTRACT CONTACT BETWEEN COUNTY AND VENDORS.

The Jefferson County Purchasing Department may initiate discussions with selected vendors; however, discussions may not be initiated by vendors.

The Jefferson County Purchasing Department expects to conduct discussions with vendor's representatives authorized to contractually obligate the vendor with an offer.

Vendors shall not contact any Jefferson County personnel during the IFB process without the express permission from the Jefferson County Purchasing Agent. The Purchasing Agent will disqualify any vendor who has made site visits, contacted Jefferson County personnel, or distributed any literature without authorization from the Jefferson County Purchasing Department.

All correspondence relating to this IFB, from advertisement to award shall be sent to the Jefferson County Purchasing Department. All presentations and/or meetings between Jefferson County and the vendor relating to this IFB shall be coordinated by the Jefferson County Purchasing Department.

Selected vendors may be expected to make a presentation/product demonstration to an Evaluation Committee. Proposals, vendor presentations, and product/service evaluations may develop into negotiating sessions with the vendor(s) as selected by the Evaluation Committee. Jefferson County expects to conduct negotiations with vendor

representatives authorized to contractually obligate the vendor with an offer. If vendor is unable to agree to contract terms and conditions, Jefferson County reserves the right to terminate contract negotiations with that vendor and initiate negotiations with another vendor. In addition to a presentation, visits by the Evaluation Committee to representative vendor client sites may be conducted where the proposed solution can be demonstrated in a production environment.

4.8 INJURIES OR DAMAGES RESULTING FROM NEGLIGENCE.

Successful vendor shall defend, indemnify and save harmless Jefferson County and all its officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful vendor, or of any agent, employee, Subcontractor or supplier in the execution of, or performance under, any contract which may result from bid award. Successful vendor shall pay any judgment with cost which may be obtained against Jefferson County growing out of such injury or damages.

4.9 WARRANTY.

The successful vendor shall warrant that all materials utilized in the performance of this contract shall conform to the proposed specifications and/or all warranties as stated in the Uniform Commercial Code and be free from all defects in material, workmanship and title.

4.10 UNIFORM COMMERCIAL CODE.

The successful vendor and Jefferson County agree that both parties have all rights, duties, and remedies available as stated in the Uniform Commercial Code.

4.11 VENUE.

This agreement will be governed and construed according to the laws of the State of Texas. This agreement is performable in the County of Jefferson, Texas.

4.12 SALE, ASSIGNMENT, OR TRANSFER OF CONTRACT.

The successful vendor shall not sell, assign, transfer or convey this contract, in whole or in part, without the prior written consent of Jefferson County.

4.13 SILENCE OF SPECIFICATIONS.

The apparent silence of these specifications as to any detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.

5. REJECTION OR WITHDRAWAL.

Submission of additional terms, conditions or agreements with the bid document are grounds for deeming a bid non-responsive and may result in bid rejection. Jefferson County reserves the right to reject any and all bids and to waive any informalities and minor irregularities or defects in bids. Bids may be withdrawn in person by a bidder or authorized representative, provided their identity is made known and a receipt is signed for the bid, but only if the withdrawal is made prior to the time set for receipt of bids. Bids are an irrevocable offer and may not be withdrawn within **90** days after opening date.

6. EMERGENCY/DECLARED DISASTER REQUIREMENTS.

In the event of an emergency or if Jefferson County is declared a disaster area, by the County, State, or Federal Government, this Acceptance of Offer may be subjected to unusual usage. Contractor shall service the county during such an emergency or declared disaster under the same terms and conditions that apply during non-emergency/disaster conditions. The pricing as specified in this Acceptance of Offer shall apply to serving the County's needs regardless of the circumstances. If Contractor is unable to supply the services under the terms of the Acceptance of Offer, then Contractor shall provide proof of such disruption and a copy of the invoice from Contractor's

supplier(s).

Additional profit margin as a result of supplying services during an emergency or declared disaster shall not be permitted. In the event that additional equipment, supplies, and materials are required during the declared disaster, additional shipping, handling and drayage fees may apply.

7. AWARD.

The bid will be awarded to the responsible, responsive bidder(s) whose bid, conforming to the solicitation, will be most advantageous to Jefferson County – price and other factors considered. Unless otherwise specified in this IFB, Jefferson County reserves the right to accept a bid in whole or in part, and to award by item or by group, whichever is deemed to be in the best interest of Jefferson County. Any bidder who is in default to Jefferson County at the time of submittal of the bid shall have that bid rejected.

Jefferson County reserves the right to clarify any contractual terms with the concurrence of the Contractor; however, any substantial non-conformity in the offer, as determined by Jefferson County, shall be deemed non-responsive and the offer rejected.

In evaluating bids, Jefferson County shall consider the qualifications of the bidders, and, where applicable, operating costs, delivery time, maintenance requirements, performance data, and guarantees of materials and equipment.

In addition, Jefferson County may conduct such investigation as it deems necessary to assist in the evaluation of a bid and to establish the responsibility, qualifications, and financial ability of the bidders to fulfill the contract.

Jefferson County reserves the right to award this contract on the basis of **lowest and best bid** in accordance with the laws of the State of Texas, to waive any formality or irregularity, to make awards to more than one offeror, and/or to reject any or all bids. In the event the lowest dollar offeror meeting specifications is not a awarded a contract, Offeror may appear before the Commissioners' Court and present evidence concerning Offeror responsibility after officially notifying the Office of the Purchasing Agent of Offeror's intent to appear.

8. CONTRACT.

A response to an IFB is an offer to contract with Jefferson County based upon the terms, conditions, and specifications contained in the IFB. Bids do not become contracts unless and until they are executed by Jefferson County, eliminating a formal signing of a separate contract. For that reason, all of the terms and conditions of the contract are contained in the IFB, unless any of the terms and conditions is modified by an IFB Amendment, a Contract Amendment, or by mutually agreed terms and conditions in the contract documents.

9. WAIVER OF SUBROGATION.

Bidder and bidder's insurance carrier waive any and all rights whatsoever with regard to subrogation against Jefferson County as an indirect party to any suit arising out of personal or property damages resulting from bidder's performance under this agreement.

10. FISCAL FUNDING.

A multi-year contract (if requested by the specifications) continuing as a result of an extension option must include fiscal funding out. If, for any reason, funds are not appropriated to continue the contract, said contract shall become null and void.

11. BID RESULTS.

Bid results are not provided in response to telephone inquiries. A preliminary tabulation of bids received will be posted on the Purchasing web page at https://jeffersoncountytx.gov/Purchasing/ as soon as possible following bid opening. A final tabulation will be posted following bid award, and will also be available for review in the Purchasing Department.

12. CHANGES AND ADDENDA TO BID DOCUMENTS.

Each change or addendum issued in relation to this IFB document will be on file in the Office of the Purchasing Agent, and will be posted on the Purchasing web site as soon as possible. It shall be the bidder's responsibility to make inquiry as to change or addenda issued, and to monitor the web site. All such changes or addenda shall become part of the contract and all bidders shall be bound by such addenda. Information on all changes or addenda issued will be available at the Office of the County Purchasing Agent.

13. SPECIFICATIONS.

Unless otherwise stated by the bidder, the bid will be considered as being in accordance with Jefferson County's applicable standard specifications, and any special specifications outlined in the bid document. References to a particular trade name, manufacturer's catalogue, or model number are made for descriptive purposes to guide the bidder in interpreting the requirements of Jefferson County, and should not be construed as excluding bids on other types of materials, equipment, and supplies. However, the bidder, if awarded a contract, will be required to furnish the particular item referred to in the specifications or description unless departure or substitution is clearly noted and described in the bid.

Jefferson County reserves the right to determine if equipment/ product being bid is an acceptable alternate. All goods shall be new unless otherwise so stated in the bid. Any unsolicited alternate bid, or any changes, insertions, or omissions to the terms and conditions, specifications, or any other requirements of the bid, may be considered non-responsive.

14. DELIVERY.

Bids shall include all charges for delivery, packing, crating, containers, etc. Unless otherwise stated by the bidder (in writing on the included Bid Form), prices bid will be considered as being based on F.O.B. destination/delivered freight included.

15. INTERPRETATION OF BID AN/OR CONTRACT DOCUMENTS.

All inquiries shall be made within a reasonable time prior to the date and time fixed for the bid opening, in order that a written response in the form of an addendum, if required, can be processed before the bids are opened. Inquiries received that are not made in a timely fashion may or may not be considered.

16. CURRENCY.

Prices calculated by the bidder shall be stated in U.S. dollars.

17. PRICING.

Prices shall be stated in units of quantity specified in the bid documents. In case of discrepancy in computing the amount of the bid, the unit price shall govern.

18. NOTICE TO PROCEED/PURCHASE ORDER.

The successful bidder may not commence work under this contract until authorized to do so by the Purchasing Agent.

19. CERTIFICATION.

By signing the offer section of the Offer and Acceptance page, Bidder certifies:

- The submission of the offer did not involve collusion or other anti-competitive practices.
- The Bidder has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to any public servant in connection with the submitted offer.
- The Bidder hereby certifies that the individual signing the bid is an authorized agent for the Bidder and has the authority to bind the Bidder to the contract.

20. DEFINITIONS.

"County" – Jefferson County, Texas.
"Contractor" – The Bidder whose proposal is accepted by Jefferson County.

21. 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

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: lee.vega@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.

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	2 CFR 200 APPENDIX II (C) and 41 CFR §60-1.4(b)

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:

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.	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

	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.	
> $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 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	2 CFR 200 APPENDIX II (E); 40 U.S.C. §§ 3701-3708; supplemented by 29 C.F.R. Part 5

	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.** Suggested Language 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.	2 CFR 200 APPENDIX II (F); Funding Agreement; definition found under 37 C.F.R. § 401.2(a).

	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.	
>$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). Suggested Language: 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 *et seq.* 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 *et seq.* 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.	2 CFR 200 APPENDIX II (G); 42 U.S.C. §§ 7401-7671q; 33 U.S.C. §§ 1251-1387
>$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	2 CFR 200 APPENDIX II (H); 2 C.F.R. Part 180

	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. Suggested Language: 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 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.	(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 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.** Required Certification: 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. Suggested Language: 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 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.	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)
>$100,000	*§135.38 Section 3 clause* *All section 3 covered contracts shall include the following clause (referred to as the section 3 clause):* 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:	2 CFR 200.216

	(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 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	2 CFR 200.336

	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.	
None; All FEMA declarations and awards issued on or after November 12, 2020.	Suggested Language: 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; (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.	2 C.F.R. § 200.321(b)(1)-(5)
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	2 CFR 200.334; and 200.337

	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) *If submitted for negotiation.* 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) *If not submitted for negotiation.* 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 records starts from the end of the fiscal year (or other accounting period) covered by the proposal, plan, or other computation. Suggested Language for All Procurements: 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	United States Code 19 U.S.C. 2511

	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.	
>$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. Suggested Language: 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 to discrimination, including discrimination in employment, under any program or activity receiving federal financial assistance.	Section 504 of the Rehabilitation Act of 1973, as amended.
	Pursuant to the *Violence Against Women Act Reauthorization of 2022*, 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 Mid-Continent Aircraft Corporation 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

Chris Cobb, President

Name and Title of Contractor's Authorized Official

10/27/25

Date

REQUIRED FORM
Bidder: Please complete this form and include with bid submission.

DEBARMENT/SUSPENSION CERTIFICATION

Non-Federal entities and Contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, Debarment and Suspension (1986) and Executive Order 12689, Debarment and Suspension (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (No procurement Debarment and Suspension).

This requirement applies to all FEMA grant and cooperative agreement programs.

Federal Executive Order (E .O.) 12549 "Debarment" requires that all Contractors receiving individual awards, using federal funds, and all sub recipients certify that the organization and its principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from doing business with the Federal Government. By signing this document, you certify that your organization and its principals are not debarred. Failure to comply or attempts to edit this language may disqualify your bid. Information on debarment is available at the following websites: www.sam.gov and https://acguisition.qov/far/index.html see section 52.209-6.

The Contractor Mid-Continent Aircraft Corporation 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

Chris Cobb, President

Name and Title of Contractor's Authorized Official

10/27/25

Date

REQUIRED FORM
Bidder: Please complete this form and include with bid submission.

CIVIL RIGHTS COMPLIANCE PROVISIONS

1. **EQUAL EMPLOYMENT OPPORTUNITY (Equal Opportunity Clause)**

(For all awarded contracts that meet the definition of "federally assisted construction contract" provided in 41 CFR Part 60-1.3)

During the performance of this contract, the Contractor agrees as follows:

1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

   Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

3) The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.

4) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

6) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

7) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or order this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

8) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each Subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

CIVIL RIGHTS COMPLIANCE PROVISIONS (CONTINUED)

Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a Subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of Contractors and Subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a Contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon Contractors and Subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

Signature of Contractor's Authorized Official

Chris Cobb, President

Name and Title of Contractor's Authorized Official

10/27/25

Date

REQUIRED FORM
Bidder: Please complete this form and include with bid submission.

SECTION 3: SPECIAL REQUIREMENTS/BID SUBMISSION INSTRUCTIONS

The following requirements and instructions **supersede** General Requirements where applicable.

1. SUBMISSION OF BID.

Bidder is Responsible for Submitting:

One (1) Original and two (2) Bid Copies; with all copies to include a Completed Copy of this Specifications Packet (including technical specifications), **in its entirety**.

The County requests that bid submissions NOT be bound by staples or glued spines.

Each Bidder shall ensure that required parts of their bid submission are completed with accuracy and submitted as per the requirements within this specifications packet, including any addenda.

Additionally, Bidder shall monitor the Jefferson County Purchasing Department Website for any addenda, additional instructions, or bid updates. https://jeffersoncountytx.gov/Purchasing/

Failure to return and/or complete all required documentation will result in a response being declared as non-responsive.

Bids must be submitted in complete original form by mail or messenger to the following address:
Jefferson County Purchasing Department
1149 Pearl Street, 1st Floor
Beaumont, TX 77701

BID PACKAGING: Bidder shall submit response in a tightly sealed opaque envelope or box, plainly marked "SEALED BID." The outside of the envelope of box shall also include the IFB Number, IFB Name, IFB Due Date, and the Bidder's Name and Address; and shall be addressed to the Purchasing Agent.

All submissions must be received by 11:00 am CT, Wednesday, November 19, 2025.

Bids will be accepted at the above address until the time and date specified herein, and immediately after will be publicly opened and read aloud.

Jefferson County will not accept any responsibility for bids being delivered by third party carriers.

Late bids will not be accepted and will be returned unopened to the Bidder.
Jefferson County shall not be responsible for any effort or cost expended in the preparation of a response to this IFB.

All bid responses submitted in response to this invitation shall become the property of Jefferson County and will be a matter of public record available for review.

All protests should be coordinated through the Purchasing Office prior to award recommendation to Commissioners' Court.

COURTHOUSE SECURITY: All visitors to the Courthouse must pass through Security. Respondents planning to hand deliver proposals must allow time to get through Security, as a delay in entering the Courthouse will not be accepted as an excuse for late submittal. Mondays and Tuesdays are particularly heavy days.

In response to the Covid-19 pandemic, Jefferson County has implemented precautionary measures as currently recommended by the CDC within its facilities. Bidders are strongly urged to plan accordingly.

COUNTY HOLIDAYS (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 IFB closing will automatically be postponed until the next business day that County offices are open to the public. Should inclement weather conditions or any other unforeseen event cause delays in courier service operations, the County may issue an addendum to all known vendors interested in the project to extend the deadline. It will be the responsibility of the vendor to notify the county of their interest in the project should these conditions impact their ability to submit a bid/proposal/statement of qualifications submission before the stated deadline. The County reserves the right to make the final judgement call to extend any deadline.

Should an emergency or unanticipated event interrupt normal County processes, and bid/proposal/statement of qualifications submissions cannot be received by the Jefferson County Purchasing Department's office by the exact time specified in the IFB and urgent County requirements preclude amendment to the IFB, the time specified for receipt of Statements of Qualifications will be deemed to be extended to the same time of day specified in the solicitation on the first business day on which normal County processes resume.

2. PRE-BID MEETING AND WALK-THROUGH.

Due to the nature of this Bid, a Pre-Bid Conference will not be held for this project.

3. QUESTIONS/DEADLINE FOR QUESTIONS.

Questions may be emailed to **Cindy Greene, Contract Specialist** at: Cynthia.greene@jeffersoncountytx.gov. If no response in 72 hours, contact **Deborah Clark, Purchasing Agent** at: deb.clark@jeffersoncountytx.gov.
The Deadline for asking questions or requesting additional information (in writing) is **5:00 pm, CT, Friday, October 31, 2025.**

4. VENDOR REGISTRATION (System for Award Management).

Vendors doing business with Jefferson County are **required** to be registered with The System for Award Management (SAM), with an "active" status. The System for Award Management (SAM) is the Official U.S. Government system that consolidated the capabilities of CCR/FedReg, ORCA, and EPLS. There is NO fee to register for this site. Entities may register at no cost directly from the SAM website at: https://www.sam.gov

In instances where a vendor has either an "Inactive" SAM Registration or is not currently registered with the System for Award Management, the Purchasing Department may *initially* accept proof (printout from the SAM website) that the vendor has begun the registration process in order for the IFB/RFQ/RFP submission to be considered as "responsive" to the specifications for the project.
However, the SAM Registration must be completed (showing "active" status, with no exclusions) prior to the award and/or execution of an agreement or contract for the project.

BIDDER: INSERT PROOF OF SYSTEM FOR AWARD MANAGEMENT (SAM) BEHIND THIS PAGE.

An official website of the United States government
Here's how you know

SAM.GOV®

< Entity Information

Check Entity Status

This tool allows you to check the status of your entity.

- ○ Search by Unique Entity ID/CAGE
- ○ Search entities pending Unique Entity ID assignment

ⓘ **Non-federal users:** You may only check the status of entities linked to your SAM.gov account.

Unique Entity ID

GELJVCHTA7Y4 ×

CAGE Code

Reset

Search

Entity Information

MID -CONTINENT AIRCRAFT CORPORATION
Active Registration

Unique Entity ID
GELJVCHTA7Y4

Your registration was activated on 2025-09-03. It expires on 2026-09-02, which is one year after you submitted it for processing. To update or renew your registration, begin from your Entities Workspace.

More About the Entity Status Tracker

Getting Started with Registration

Entity Status Guide

Legend

What if my entity fails TIN validation?

What if my entity fails CAGE validation?

More Help

5. FORM 1295 (Texas Ethics Commission) SUBMISSSION REQUIREMENT/INSTRUCTIONS FOR BIDDERS.
All Non-Exempt Bidders are required to submit a completed FORM 1295 with bid submission.

1. Submit a FORM 1295 online via the Texas Ethics Commission website link below.
Vendors must enter the required information on Form 1295, and print a copy of the completed form.
The form will include a certification of filing that will contain a unique certification number.

2. Submit a FORM 1295 hard copy (completed & signed by an Authorized Agent of the Awarded Vendor), to the Jefferson County Purchasing Department **with bid submission.**

FORM 1295, Completion Instructions, and Login Instructions are available via the Texas Ethics Commission Website at: https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

A sample of a completed FORM 1295 is included on **PAGE 36**.

FORM 1295 Implementation Background:
In accordance with House Bill 1295 (passed January 1, 2016), Vendors entering into contracts and professional agreements with Jefferson County will be required to complete a Certificate of Interested Parties (FORM 1295), **unless contract is considered exempt as described below.**

In 2017, the Texas legislature amended the law to require Form 1295 to include an "unsworn declaration" which includes, among other things, the date of birth and address of the authorized representative signing the form. The unsworn declaration, including the date of birth and address of the signatory, replaces the notary requirement that applied to contracts entered into before January 1, 2018. The TEC filing application does not capture the date of birth or street address of the signatory and it will not appear on forms that are filed using the TEC filing application.

Changes to the law requiring certain businesses to file a Form 1295 are in effect for contracts entered into or amended on or after January 1, 2018. The changes exempt businesses from filing a Form 1295 for certain types of contracts and replace the need for a completed Form 1295 to be notarized. Instead, the person filing a 1295 needs to complete an "unsworn declaration."

Question: Will the date of birth and address provided appear on the TEC's website when the form is filed?
Answer: No. The TEC filing application does not capture the date of birth or street address of the signatory and it will not appear on forms that are filed using the TEC filing application. Although the TEC does not capture the date of birth and street address of the signatory, the contracting state agency or governmental agency will have a physical copy of the form that includes the date of birth and address of the signatory. The TEC cannot answer whether the contracting state agency or governmental agency may release such information. Questions regarding the Texas Public Information Act may be directed to the Office of the Attorney General. See also Paxton v. City of Dall., No. 03-13-00546-CV, 2015 Tex. App. LEXIS 5228, at *10-11 (App.—Austin May 22, 2015) (mem. op.) (pet. denied) (available here)

FORM 1295 EXEMPTIONS:
What type of contracts are exempt from the Form 1295 filing requirement under the amended law?
The amended law adds to the list of types of contract exempt from the Form 1295 filing requirement.

A completed Form 1295 is not required for:
- a sponsored research contract of an institution of higher education
- an interagency contract of a state agency or an institution of higher education
- a contract related to health and human services if: the value of the contract cannot be determined at the time the contract is executed; and any qualified vendor is eligible for the contract
- a contract with a publicly traded business entity, including a wholly owned subsidiary of the business entity
- a contract with an electric utility, as that term is defined by Section 31.002, Utilities Code
- a contract with a gas utility, as that term is defined by Section 121.001, Utilities Code

SAMPLE COMPLETED FORM 1295

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 is _____, _____, _____, _____, _____.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____ County, State of _____, on the _____ day of _____, 20_____.
(month) (year)

_____
Signature of authorized agent of contracting business entity
(Declarant)

ADD ADDITIONAL PAGES AS NECESSARY

Form provided by Texas Ethics Commission www.ethics.state.tx.us Revised 12/22/2017

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.

Must file online at www.ethics.state.tx.us/File

BIDDER: INSERT COMPLETED FORM 1295 BEHIND THIS PAGE.

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
CERTIFICATION OF FILING

Certificate Number:
2025-1381689

Date Filed:
10/27/2025

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Mid-Continent Aircraft Corporation
Hayti, MO United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
Jefferson County, Texas

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
IFB 25-055/CG
Airplane

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Cobb, Chris	Hayti, MO United States	X	
Stokes, Dennie	Earle, AR United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is Chris Cobb, and my date of birth is 4/23/1969.

My address is 116 Moorland Drive, Caruthersville, MO, 63830, USA.
(city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Pemiscot County, State of Missouri, on the 27th day of October (month), 2025 (year).

Signature of authorized agent of contracting business entity
(Declarant)

SECTION 3: SPECIAL REQUIREMENTS/BID SUBMISSION INSTRUCTIONS (CONTINUED)

6. MULTIPLE VENDOR AWARD.

Jefferson County reserves the right to award this contract to more than one vendor at the County's discretion.

7. DELIVERY.

If delivery is required, all items must be packaged so as to be protected from damage during shipping and handling. Any item(s) damaged in shipping must be replaced in kind, or repaired, by the Contractor, at the discretion of, and at no additional charge to, Jefferson County.

8. PAYMENT.

Jefferson County will pay original invoices that clearly itemize the goods and/or services provided as to quantity, part number, description, price, applicable discount (if any), labor charges showing time differential, if applicable and if previously agreed to, and delivery, installation, and set-up costs, if applicable and if previously agreed to. Only charges as stated on the Bid Form(s) submitted as a part of the bid will be considered.

Invoices must indicate Jefferson County as applicable, the address to which the product(s) and/or service(s) were delivered, and the applicable purchase order number. Invoices will be matched to delivery tickets prior to payment; therefore, all delivery tickets should have an accurate description of the product(s) and/or service(s).

Invoices shall be submitted to:
Jefferson County Auditing Department
Attention: Accounts Payable
1149 Pearl Street, 7th floor
Beaumont, TX 77701.

9. USAGE REPORTS.

Jefferson County reserves the right to request, and receive at no additional cost, up to two (2) times during the contract period, a usage report detailing the products and/or services furnished to date under a contract resulting from this IFB. The reports must be furnished no later than five (5) working days after written request and itemize all purchases to date by Jefferson County department, description of each item purchased, including manufacturer, quantity of each item purchased, per unit and extended price of each item purchased, and total amount and price of all items purchased.

10. INSURANCE.

The Contractor (including any and all Subcontractors as defined in Section 11.1.3 below) shall, at all times during the term of this contract, maintain insurance coverages with not less than the type and requirements shown below. Such insurance is to be provided at the sole cost of the Contractor. These requirements do not establish limits of the Contractor's liability.

All policies of insurance shall waive all rights of subrogation against the County, its officers, employees and agents; a copy of the policy wording or endorsement is required.

Contractor shall furnish Jefferson County with Certificate of Insurance naming Jefferson County as additional insured and will provide the actual policy wording or endorsement showing as such.

All insurance must be written by an insurer licensed to conduct business in the State of Texas.

Minimum Insurance Requirements:

Public Liability, including Products & Completed Operations	$1,000,000
Excess Liability	$1,000,000

Property Insurance (policy below that is applicable to this project):
Improvements & Betterments Policy: Improvements/Remodeling (for Lease Tenants)
Builder's Risk Policy: Structural Coverage for Construction Projects
Installation Floater Policy: Improvements/Alterations to Existing Structure

Workers' Compensation Statutory Coverage (See Section 9 Below)

11. WORKERS' COMPENSATION INSURANCE

11.1 Definitions:

11.1.1 **Certificate of coverage ("Certificate")** – A copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a coverage agreement, DWC-81, DWC-82, DWC-83, or DWC-84 showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.

11.1.2 **Duration of the project** – Includes the time from the beginning of the work on the project until the Contractor's/person's work on the project has been completed and accepted by the governmental entity.

11.1.3 **Persons providing services on the project ("Subcontractor") in article 406.096** – Includes all persons or entities performing all or part of the services under the Contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the Contractor and regardless of whether that person has employees. This includes, without limitation, independent Contractors, Subcontractor, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project. "Services" includes, without limitation, providing, hauling or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

11.2 The Contractor shall provide coverage, based on proper reporting of classification code and payroll amounts and filing any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the Contractor providing services on the project, for the duration of the project.

11.3 The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract – **refer to Section 10 above**.

11.4 If the coverage period shown on the Contractor's current certificate of coverage ends during the duration of the project, the Contractor must, prior to the end of the coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been extended.

11.5 The Contractor shall obtain from each person providing services on a project, and provide to the governmental entity:

11.5.1 A certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project; and

11.5.2 No later than seven (7) days after receipt by the Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate ends during the duration of the project.

11.6 The Contractor shall retain all required certificates of coverage for the duration of the project and for one (1) year thereafter.

11.7 The Contractor shall notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.

11.8 The Contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Department of Workers' Compensation, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.

11.9 The Contractor shall contractually require each person with whom it contracts to provide services on a project to:

11.9.1 Provide coverage, based on reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all its employees providing services on the project, for the duration of the project.

11.9.2 Provide to the Contractor, prior to that person beginning work on the project a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project.

11.9.3 Provide the Contractor, prior to the end of coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.

11.9.4 Obtain from each person with whom it contracts, and provide to the Contractor:

11.9.4.1 A certificate of coverage, prior to the other person beginning work on the project; and

11.9.4.2 the coverage period, if the coverage period shown on the current certificate of a new certificate of coverage showing extension of coverage, prior to the end of coverage ends during the duration of the project.

11.9.5 Retain all required certificates of coverage on file for the duration of the project and for one (1) year thereafter.

11.9.6 Notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and

11.9.7 Contractually require each person with whom it contracts to perform as required by paragraphs **11.1. – 11.7**., with the certificates of coverage to be provided to the person for whom they are providing services.

11.10 By signing this contract or providing or causing to be provided a certificate of coverage, the Contractor is representing to the governmental entity that all employees of the Contractor who will provide services of the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the Contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

11.11 The Contractor's failure to comply with any of these provisions is a breach of contract by the Contractor which entitles the governmental entity to declare the contract void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the governmental entity.

BIDDER: INSERT COPY OF CERTIFICATE OF INSURANCE (COI) BEHIND THIS PAGE.

Note: For bid purposes, a general COI will suffice. However, a COI that includes the notation that "Jefferson County as an additional insured" will be required from Awarded Bidder(s) prior to the issuance of a Purchase Order.

Certificate of Insurance

acord

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND, OR ALTER THE COVERAGE AFFORDED BY THE POLICIES LISTED BELOW.

NAME AND ADDRESS OF AGENCY

MID-CONTINENT AIRCRAFT CORPORATION

P.O. BOX 540

HAYTI, MO 63851

NAME AND ADDRESS OF INSURED

Air Aids, Inc. aka Stokes Flying Service, Mid-Continent Aircraft Corporation, and Landry Aero
P.O. Box 540
Hayti, MO 63851

COMPANIES AFFORDING COVERAGES

COMPANY LETTER **A** Starr Indemnity and Liability Company

COMPANY LETTER **B**

COMPANY LETTER **C**

COMPANY LETTER **D**

COMPANY LETTER **E**

This is to certify that policies of insurance listed below have been issued to the insured named above and are in force at this time. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies.

COMPANY LETTER	TYPE OF INSURANCE	POLICY NUMBER	POLICY PERIOD	LIMITS OF LIABILITY	EACH OCCURRENCE	AGGREGATE
	GENERAL LIABILITY ☐ COMPREHENSIVE FORM ☐ PREMISES-OPERATIONS ☐ Incidental Medical Malpractice ☐ Personal/Advertising Injury ☐ PRODUCTS/COMPLETED OPERATIONS HAZARD ☐ CONTRACTUAL INSURANCE ☐ BROAD FORM PROPERTY DAMAGE ☐ INDEPENDENT CONTRACTORS ☐ PERSONAL INJURY			BODILY INJURY	$	$
				PROPERTY DAMAGE	$	$
				BODILY INJURY AND PROPERTY DAMAGE COMBINED	$	$
				PERSONAL INJURY		$
	AUTO. LIABILITY ☐ COMPREHENSIVE FORM ☐ OWNED ☐ HIRED ☐ NON-OWNED			BODILY INJURY (EACH PERSON)	$	
				BODILY INJURY (EACH ACCIDENT)	$	
				PROPERTY DAMAGE	$	
				BODILY INJURY AND PROPERTY DAMAGE COMBINED	$	
A	Workers' Compensation & Employers Liability. The proprietor/partners/executive officers are: Included ☒ Excluded ☐	100 0005843	4/6/25 - 26	STATUTORY LIMITS		
				Each Accident	$1,000,000	
				Disease-Policy Limit	$1,000,000	
				Disease-Each Employee	$1,000,000	
	☐					

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES

Cancellation: Should any of the above described policies be canceled before the expiration date thereof, the issuing company will endeavor to mail 10 days written notice to the below named certificate holder, but failure to mail such notices shall impose no obligation or liability of any kind upon the company.

NAME AND ADDRESS OF CERTIFICATE HOLDER

Jefferson County, its officers, employees and agents
1149 Pearl Street
Beaumont, TX 77701

DATE ISSUED: 10/27/25

AUTHORIZED REPRESENTATIVE

Certificate of Insurance

acord

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND, OR ALTER THE COVERAGE AFFORDED BY THE POLICIES LISTED BELOW.

NAME AND ADDRESS OF AGENCY

MID-CONTINENT AIRCRAFT CORPORATION

P.O. BOX 540

HAYTI, MO 63851

NAME AND ADDRESS OF INSURED

Air Aids, Inc. aka Stokes Flying Service, Mid-Continent Aircraft Corporation, and Landry Aero
P.O. Box 540
Hayti, MO 63851

COMPANIES AFFORDING COVERAGES

COMPANY LETTER **A** National Union Fire Insurance Co of Pittsburgh, PA

COMPANY LETTER **B**

COMPANY LETTER **C**

COMPANY LETTER **D**

COMPANY LETTER **E**

This is to certify that policies of insurance listed below have been issued to the insured named above and are in force at this time. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies.

COMPANY LETTER	TYPE OF INSURANCE	POLICY NUMBER	POLICY Period	LIMITS OF LIABILITY	EACH OCCURRENCE	AGGREGATE
A	**GENERAL LIABILITY** ☐ COMPREHENSIVE FORM ☒ PREMISES-OPERATIONS ☐ Incidental Medical Malpractice ☐ Personal/Advertising Injury ☐ PRODUCTS/COMPLETED OPERATIONS HAZARD ☐ CONTRACTUAL INSURANCE ☐ BROAD FORM PROPERTY DAMAGE ☐ INDEPENDENT CONTRACTORS ☐ PERSONAL/ADVERTISING INJURY	AP3398776-25	12/31/24 - 25	BODILY INJURY	$	$
				PROPERTY DAMAGE	$	$
				BODILY INJURY AND PROPERTY DAMAGE COMBINED	$ 5,000,000	$
				PERSONAL INJURY		$
A	☒ Products & Completed Ops	AP3398776-25	12/31/24 - 25	$2,000,000 Occurrence/$2,000,000 Aggregate		
A	☒ Hangarkeepers	AP3398776-25	12/31/24 - 25	$1,750,000 Each Aircraft/$1,750,000 Each Loss		
A	☒ Premises Medical	AP3398776-25	12/31/24 - 25	$5,000 Each Person		
A	☒ Fire Legal	AP3398776-25	12/31/24 - 25	$50,000 Any One Fire		
A	☒ Personal Injury	AP3398776-25	12/31/24 - 25	$1,000,000 Aggregate		

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES

Covered Location: Mid-Continent Aircraft Corporation, Hayti, MO 63851

Cancellation: Should any of the above described policies be canceled before the expiration date thereof, the issuing company will endeavor to mail 10 days written notice to the below named certificate holder, but failure to mail such notices shall impose no obligation or liability of any kind upon the company.

Additional Insured:
Jefferson County, its officers, employees, and agents
1149 Pearl Street
Beaumont, TX 77701

DATE ISSUED: 10/27/25

AUTHORIZED REPRESENTATIVE

BIDDER INFORMATION FORM

Instructions: Complete the form below. Please provide legible, accurate, and complete contact information. PLEASE PRINT.

Bid Number & Name: (IFB 25-055/CG), Jefferson County Mosquito Control Airplane

Bidder's Company/Business Name: Mid-Continent Aircraft Corporation

Bidder's TAX ID Number: 43-0693687

***If Applicable*:** **HUB Vendor No.** _____ **DBE Vendor No.** _____

Contact Person: Chris Cobb **Title:** President

Phone Number (with area code): 573-359-0500

Alternate Phone Number if available (with area code): 573-[redacted]-752-1116

Fax Number (with area code): 573-359-0538

Email Address: chris@midcont.com

Mailing Address (Please provide a physical address for bid bond return, if applicable):

1601 E Highway 84
Address
Hayti, MO 63851
City, State, Zip Code

REQUIRED FORM
Bidder: Please complete this form and include with bid submission.

SECTION 4: MINIMUM SPECIFICATIONS

The following requirements and specifications supersede General Bid Requirements where applicable. Any questions relating to bid submission or bid item specifications requirements should be directed to Cindy Greene, Contract Specialist at 409-835-8593 or via email at: Cynthia.greene@jeffersoncountytx.gov. If no response in 72 hours, contact Deborah Clark, Purchasing Agent at 409-835-8593 or via email at: deb.clark@jeffersoncountytx.gov. Please reference Bid Number: IFB 25-055/CG.

4.1 Scope of Project:

Jefferson County is soliciting bids for an airplane for our Mosquito Control Department. The airplane furnished under this Specification shall be used and shall be of good quality workmanship and material. All airplanes offered under this Specification shall meet or exceed the Required Features specified below.

4.2 Approved Equivalent Items:

The specifications shown are intended to define the level of quality, performance and features only. Products offered shall be of equivalent dimensions, performance and features or better. The brand name product listed is not required. All bidders bidding equivalent items shall submit an itemized comparison documenting equivalence for quality, performance and features of the products offered, as well as the complete manufacturer specifications.

Field demonstrations may be requested by Jefferson County prior to, and/or during bid evaluation. Demonstrations must be available at a location in the Jefferson County area without cost to the County unless the County approves alternate location.

4.3 Minimum Requirements:

A copy of the manufacturer specifications, airplane description including, year, make, model, and full warranty terms for airframe, engine and propeller must be included with the bid submission.

Delivery time shall be part of the bid proposal and a factor in evaluation of each bid. Failure to honor stated delivery times could result in termination of the contract.

The airplane shall be completely assembled, adjusted and all equipment, including standard and supplemental equipment, installed and the airplane made ready for continuous operation upon delivery. All parts not specifically mentioned which are necessary for the unit to be complete shall be furnished by the successful bidder. All parts shall conform in strength, quality and workmanship to the accepted standard for the industry. The airplane shall meet or exceed all Federal and State of Texas regulations.

Successful bidder must have an Aircraft Dealer Registration Number with the Federal Aviation Administration. This number must be provided on the Bid Form.

Do not place decals or other markings of any type pertaining to advertisement other than trademarks or model designation normally installed by manufacturer on equipment delivered. The airplane shall have an Aircraft Registration and Aircraft Bill of Sale upon delivery.

Jefferson County does not guarantee that all models shown or a specific volume will be awarded a contract.

Specifications:

510P2 Thrush PT6A-34AG Engine with 4 Blade Hartzell Propeller

- Engine: Pratt and Whitney PT6A-34AG (750 SHP)
- Wing Spar Life: 60,000 Flight Hours
- Hopper Capacity: Liquid 510 gallons, Dry 66 ft^3
- Working Speeds: 90-150 mph
- Certified Gross Weight: 10,500 lbs
- Fuel Capacity: 228 gallons
- Fuel Consumption: 45-60 gph
- Cruising Speed at 55% Power: 150 mph

Standard Equipment

- 4130 Seamless steel, powder-coated fuselage
- Hartzell four-blade propeller
- Stainless steel reinforced, fiberglass hopper
- Stainless steel belly skins
- Main landing gear wire cutters
- Single cockpit fire extinguisher kit
- Shatter-resistant Storm Shield™
- LED navigation lights
- MVP-50T glass panel
- Garmin G5 attitude indicator
- 250-amp starter/generator
- Windshield wiper and washer
- Outside air temperature gauge
- Cabin air conditioner and heat
- 41-inch stainless steel gate box
- Three-inch side loader
- Two-inch stainless steel spray system
- Aluminum booms
- Five-blade Weath-Aero cockpit adjustable fan
- 29-inch-high flotation tires and wheels
- Dual caliper Cleavland brakes

Additional Equipment

- Smoker
- Leading Edge Lights
- Left Landing Light
- Garmin GTX-345 transponder
- Garmin 225A com plus Intercom
- 2 Micronairs
- Dual Cockpit
- Reable Hopper Level Indicator
- Dual Controls
- Electric Brake with Fan

Trade-In Option 1:

Jefferson County has a 1972 Ag Wagon airplane that we would like to trade in with the purchase of the airplane supplied in this Invitation for Bid. The following is the information on the airplane we want to trade in.
Serial Number: 18801287
Tail Number: N8288G

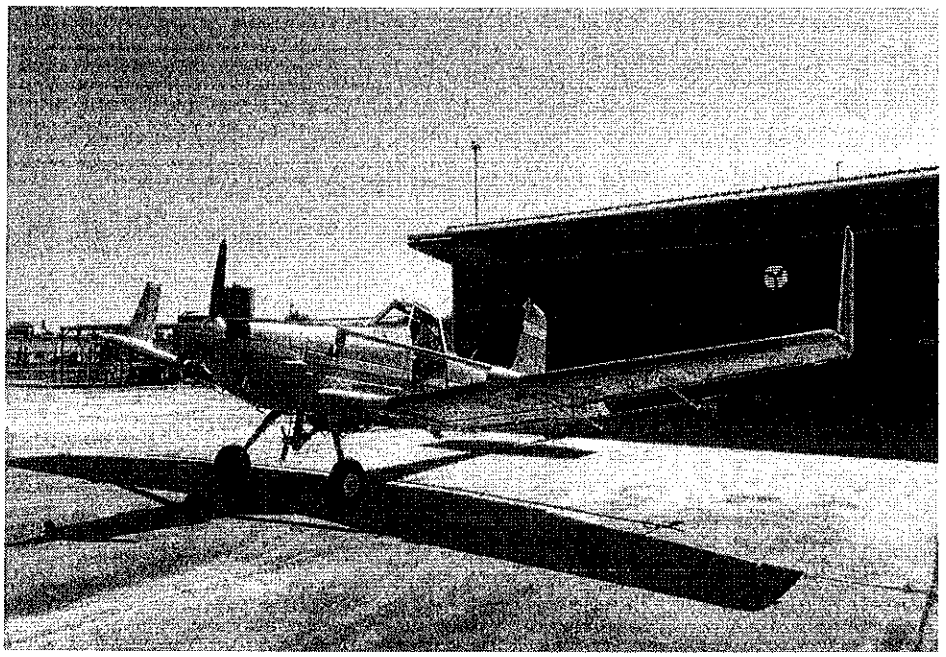
Hours: Airframe Total time (AFTT): Approximately 6024

Hours: Engine Since Major Overhaul (SMOH): Approximately 862

Hours: Propellers Since Major Overhaul (SMOH): Approximately 1379

This airplane will be sold "as is". Contact Denise Marcel, Director of Mosquito Control, at 409-719-5923 or via email at denise.marcel@jeffersoncountytx.gov to view the airplane. This is an option on the "Bid Form" for the bidder and is not required. Purchaser is responsible for transportation of airplane. Photos of the 1972 Ag Wagon airplane are included below.

Photos of 1972 Ag Wagon airplane to be traded.



Trade-In Option 2:

Jefferson County has a King Air airplane that we would like to trade in with the purchase of the airplane supplied in this Invitation for Bid. The following is the information on the airplane we want to trade in.
Serial Number: LM-39
Tail Number: N541MC

Hours: Airframe Total time (AFTT): Approximately 11,814.5

Hours: Left Engine Since Major Overhaul (SMOH): Approximately 3795.8

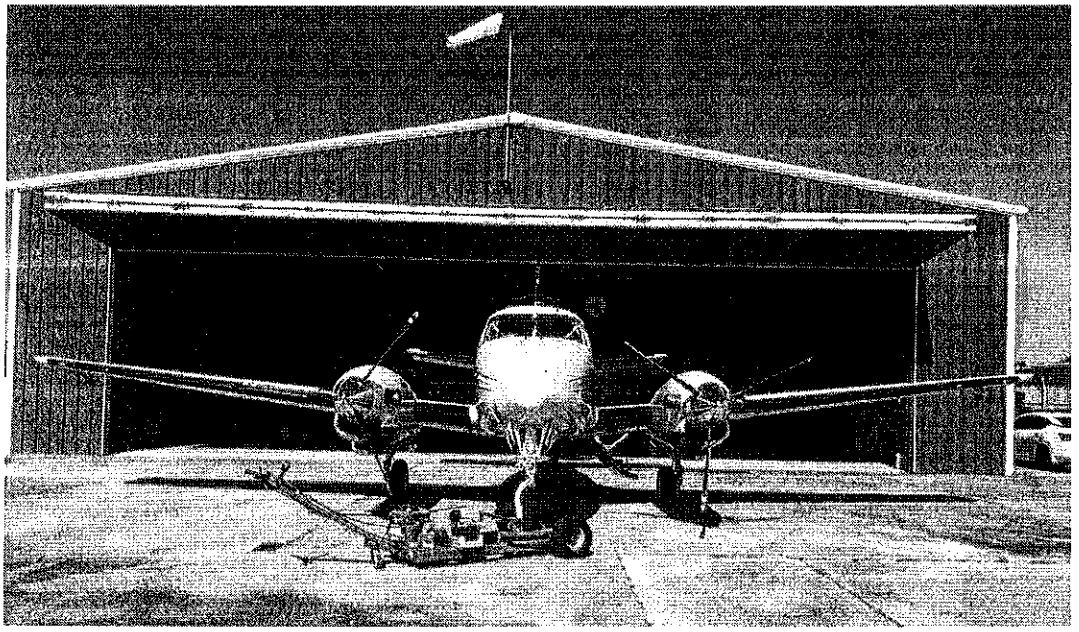
Hours: Right Engine Since Major Overhaul (SMOH): Approximately 3406.7

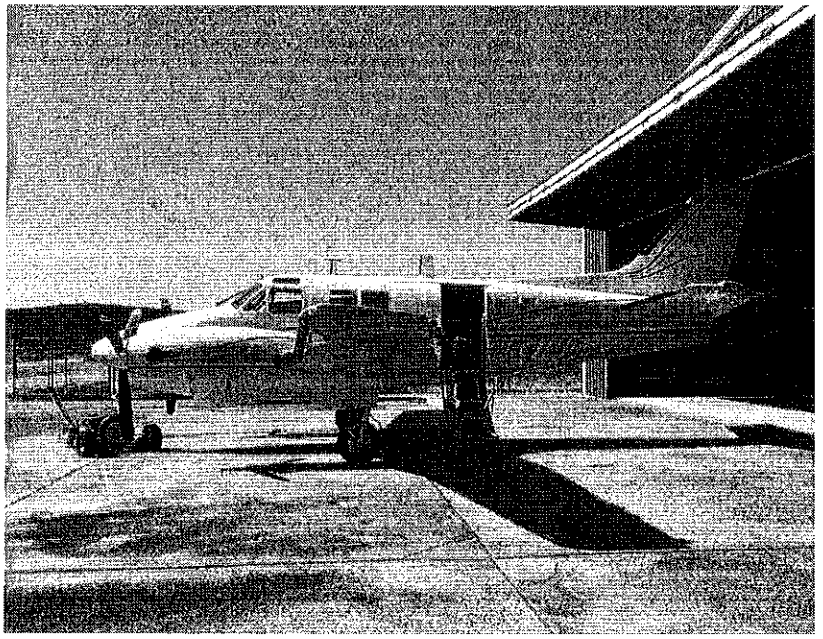
Hours: Left Prop Since Major Overhaul (SMOH): Approximately 4.0

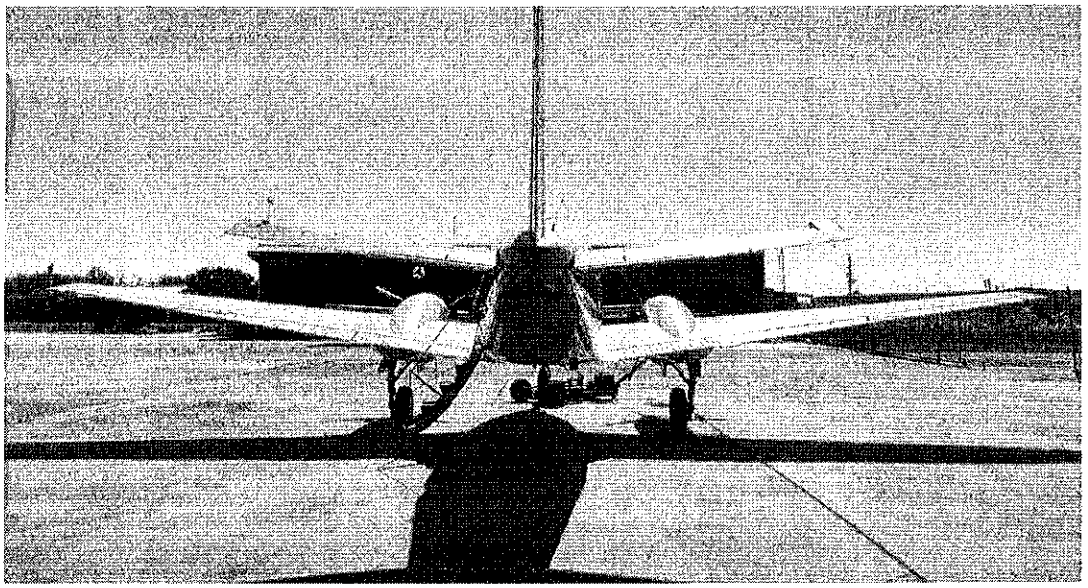
Hours: Right Prop Since Major Overhaul (SMOH): Approximately 4.0

This airplane will be sold "as is". Contact Denise Marcel, Director of Mosquito Control, at 409-719-5923 or via email at denise.marcel@jeffersoncountytx.gov to view the airplane. This is an option on the "Bid Form" for the bidder and is not required. Purchaser is responsible for transportation of airplane. Photos of the 1965 Ag Beechcraft 65-A90 King Air airplane are included below.

Photos of the 1965 Beechcraft 65-A90 King Air airplane to be traded:







OFFER AND ACCEPTANCE FORM
OFFER TO CONTRACT

To Jefferson County:

We hereby offer and agree to furnish the materials or service in compliance with all terms, conditions, specifications, and amendments in the Invitation for Bid and any written exceptions in the offer.

We understand that the items in this Invitation for Bid, including, but not limited to, all required certificates are fully incorporated herein as a material and necessary part of the contract.

The undersigned hereby states, under penalty of perjury, that all information provided is true, accurate, and complete, and states that he/she has the authority to submit this bid, which will result in a binding contract if accepted by Jefferson County.

We acknowledge receipt of the following amendment(s): _____, _____, _____, _____.

I certify, under penalty of perjury, that I have the legal authorization to bind the firm hereunder:

Mid-Continent Aircraft Corporation
Company Name

1601 E Highway 84
Address

Hayti, MO 63851
City State Zip

Signature of Person Authorized to Sign

Chris Cobb
Printed Name

President
Title

For clarification of this offer, contact:

Chris Cobb, President
Name & Title

573-359-0500 573-359-0538
Phone Fax

Chris@Midcont.com
E-mail

REQUIRED FORM
Bidder: Please complete this form and include with bid submission.

ACCEPTANCE OF OFFER

The Offer is hereby accepted for the following items: Jefferson County Mosquito Control Airplane

The Contractor is now bound to sell the materials or services listed by the attached contract and based upon the Invitation for Bid, including all terms, conditions, specifications, amendments, etc., and the Contractor's Offer as accepted by Jefferson County.

This contract shall henceforth be referred to as Contract No. IFB 25-055/CG, Jefferson County Mosquito Control Airplane. The Contractor has not been authorized to commence any billable work or to provide any material or service under this contract until Contractor receives a purchase order and/or a notice to proceed from the Jefferson County Purchasing Agent.

COUNTERSIGNED:

Jeff R. Branick, County Judge
JEFFERSON COUNTY, TEXAS

Date

ATTEST:

Roxanne Acosta Hellberg, County Clerk
JEFFERSON COUNTY, TEXAS

Date

BIDDER: INSERT ALL ADDENDA BEHIND THIS PAGE.
PLEASE BE SURE TO COMPLETE, SIGN, ATTEST, AND DATE EACH ADDENDUM.

BID FORM

Item No.	Item Description	Bid Price	Projected Delivery Time from Date of Purchase
1	Mosquito Control Airplane	$1,628,870.00	30 days/before 12-31-25
2	Trade-In Amount for Ag Wagon Airplane (Optional)	$60,000.00	N/A
3	Trade-In Amount for King Air Airplane (Optional) (Minimum bid $145,000)	$145,000.00 accepted by Dynamic Aviation and delivered to KVBW	If offer to purchase is N/A
4	Aircraft Dealer Registration Number with the Federal Aviation Administration	D001907	

BIDDER ACKNOWLEDGEMENT OF BID ADDENDA (IF APPLICABLE):

Addendum 1 _____ Date Received_____

Addendum 2 _____ Date Received_____

Addendum 3 _____ Date Received_____

BIDDER: INCLUDE FULL, SIGNED, & ATTESTED COPY OF EACH ADDENDUM ISSUED WITH BID SUBMISSION.

REQUIRED FORM
Bidder: Please complete this form and include with bid submission.

510P2

2025 SPECIFICATIONS / PRICING

Engine
Pratt & Whitney PT6A-34AG (750 SHP)

Wing Spar Life
60,000 flight hours

Hopper Capacity
510 gallons (1,930 liters)
66 cubic feet (2.69 cubic meters)

Working Speeds
90-150 mph
145-241 kph

Certified Gross Weight
10,500 pounds
4,763 kilograms

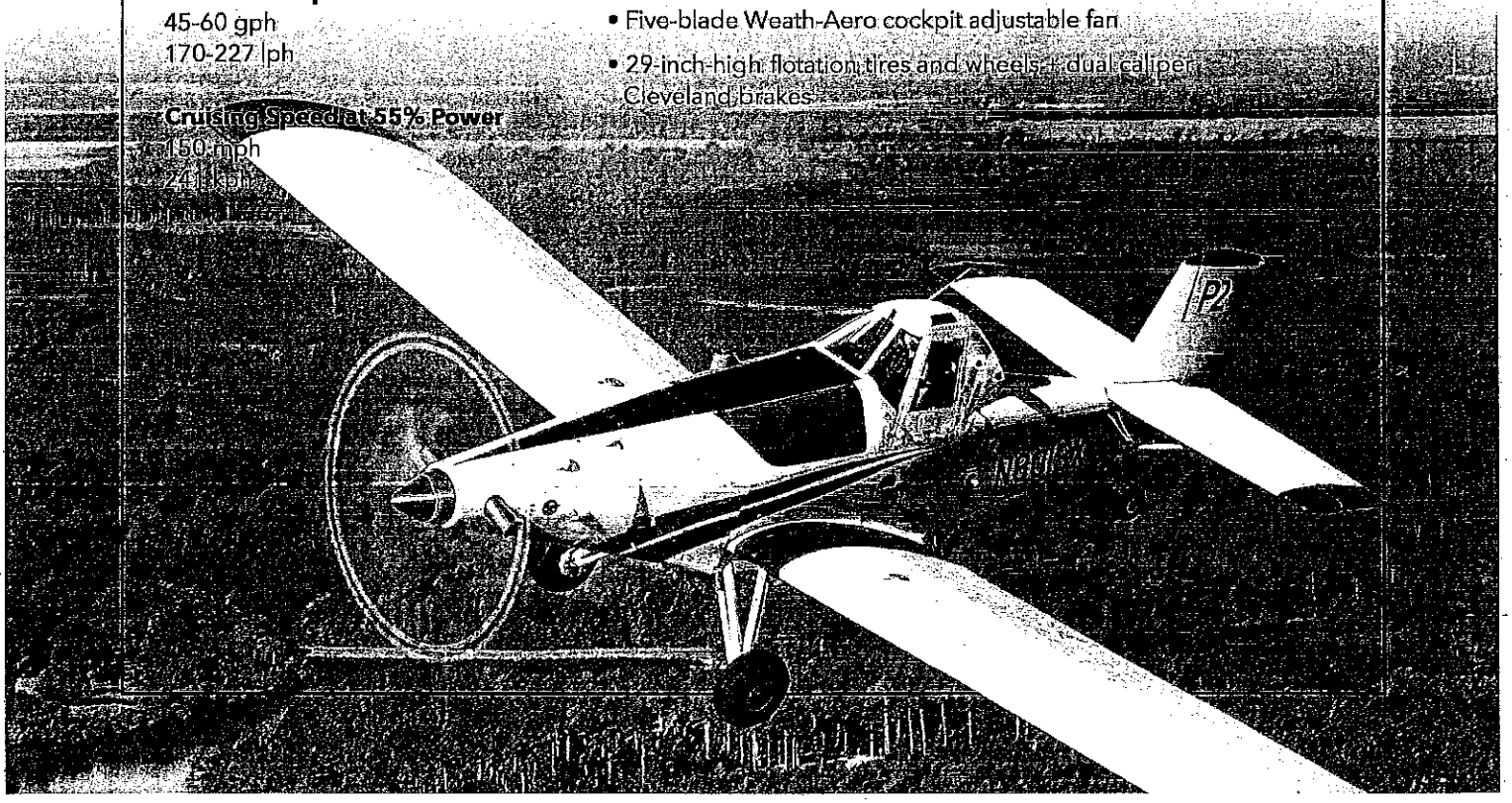
Fuel Capacity
228 gallons
863 liters

Fuel Consumption
45-60 gph
170-227 lph

Cruising Speed at 55% Power
150 mph
241 kph

STANDARD EQUIPMENT

- Rugged 4130 seamless steel airframe + powder coated fuselage
- Hartzell four-blade propeller
- 510-gallon fiberglass hopper + stainless steel reinforcing
- Stainless steel belly skin
- Main landing gear wire cutters
- SC fire extinguisher kit
- Shatter resistant Storm Shield™
- High visibility LED wingtip navigation and strobe lights
- MVP-50T glass panel
- Garmin G5 attitude indicator
- 250-amp starter/generator
- Windshield wiper and washer
- Outside air temperature gauge
- Air conditioner and cabin heat
- 41-inch stainless steel gate box w/ stainless steel spray system
- Three-inch side loader
- Streamlined aluminum booms
- Five-blade Weath-Aero cockpit adjustable fan
- 29-inch-high flotation tires and wheels + dual caliper Cleveland brakes



MID-CONTINENT AIRCRAFT CORPORATION
1601 Hwy 84 * P.O. Box 540
573-359-0500 * Fax 573-359-0538 * sales@midcont.com

Date: 10-27-25 | **AIRCRAFT PURCHASE ORDER** | **Order No. 5125CC**

Purchaser: JEFFERSON COUNTY MOSQUITO CONTROL
8905 FIRST STREET
BEAUMONT, TX 77705

THE UNDERSIGNED HEREBY ENTERS AN ORDER FOR ONE AIRCRAFT AS DETAILED BELOW. THE ATTACHED DEPOSIT IN THE AMOUNT OF $_____IS TO BE APPLIED AGAINST THE TOTAL PURCHASE PRICE. THE UNDERSIGNED AGREES TO COMPLETE THE CONTRACT AND ACCEPT DELIVERY AS STATED IN THE TERMS, CONDITIONS AND LIMITATIONS OF LIABILITY PRINTED THIS ORDER. THIS PURCHASE ORDER SUPERSEDES ALL PRIOR AGREEMENTS, ORAL OR WRITTEN.

Description	N TBD	S/N: TBD	Price
2025 Thrush 510P2	Model No: S2R-510		$1,465,000.00

Item		
*	**510P2 THRUSH PT6A-34AG ENGINE WITH 4 BLADE HARTZELL PROPELLER**	
*	**EQUIPMENT:**	
*	Dual Cockpit Upgrade	$54,600.00
*	Dual Controls	$45,650.00
*	Smoker	$4,895.00
*	Leading Edge Lights	$6,450.00
*	Left Landing Light	$6,275.00
*	Garmin GTX-345 transponder	$10,355.00
*	Secondary Garmin GTR 205 com W/ Intercom	$7,500.00
*	Reabe Hopper Level Indicator	$12,450.00
*	2 Micronairs	$10,000.00
*	Electric Brake with fan	$5,695.00
*	**WARRANTIES**	
*	Airframe 1 Year from Delivery Date	
*	Engine 5 years or 2,500 Hours, whichever comes first	
*	Propeller 1 Year From Delivery Date	
*	**2025 Aircraft must be ordered by October 31, 2025 to avoid 3% increase for 2026**	
	TEXAS FLAG TAIL WRAP & MOSQ UNDER RT WING CONT UNDER LFT WING	
Remarks:	Trade-In: CESSNA AG WAGON N8288G & KING AIR 90 N541MC	
Tentative Delivery Date: December 2025		

Delivery Point: Albany, GA		
F.A.F.	**Sub-Total**	**$1,628,870.00**
	Trade-In CESSNA N8288G	**-$60,000.00**
DEPOSIT:	**KING AIR 90 N541MC**	**-$145,000.00**
	Balance Due:	**$1,423,870.00**

THE UNDERSIGNED PURCHASER AGREES THAT HE HAS READ AND THAT HE UNDERSTANDS THE PROVISIONS. PURCHASER ENTERS AN ORDER FOR THE AIRCRAFT DESCRIBED ABOVE, SUBJECT TO THE TERMS AND CONDITIONS OF AN "AS IS" SALE. PURCHASER FURTHER AGREES TO ASSUME ANY APPLICABLE TAXES.

MID-CONTINENT AIRCRAFT CORPORATION

BY: _____ **BY:** Chris Cobb

TITLE: _____ **TITLE:** President

DATE: _____ **DATE:** 10/27/2025

VENDOR REFERENCES FORM

Bidder: Please list at least three (3) companies or governmental agencies (preferably a municipality) where the same or similar products and/or services as contained in this specification package were recently provided.

REQUIRED FORM
Bidder: Please complete this form and include with bid submission.

REFERENCE ONE

Government/Company Name: Louisiana Spray Co, LLC

Address: 316 Schneider Lane, Lake Providence, LA 71254

Contact Person and Title: Carlo Sciara, Owner

Phone: 870-510-3670 Fax: n/a

Email Address: Carlo502@sbcglobal.net Contract Period: October 2024

Scope of Work: Plane Purchased

REFERENCE TWO

Government/Company Name: Poor Boy Flying Service

Address: P.O. Box 416, Bay, AR 72411

Contact Person and Title: Billy Stanley, Owner

Phone: 870-530-3404 Fax: n/a

Email Address: Poorboyflying@yahoo.com Contract Period: July 2025

Scope of Work: Plane Purchased

REFERENCE THREE

Government/Company Name: Low-Go Flyers

Address: P.O. Box 116, Jonesville, LA 71343

Contact Person and Title: Ross McCaughey, Owner

Phone: 318-339-4747 Fax: na

Email Address: Lowgoflyers@gmail.com Contract Period: September 2025

Scope of Work: Plane Purchased

SIGNATURE PAGE

As permitted under Article 4413 (32c) V.A.C.S., other governmental entities may wish to participate under the same terms and conditions contained in this contract (i.e., piggyback). In the event any other entity participates, all purchase orders will be issued directly from and shipped directly to the entity requiring supplies/services. Jefferson County shall not be held responsible for any orders placed, deliveries made or payment for supplies/services ordered by another entity. Each entity reserves the right to determine their participation in this contract.

Would Bidder be willing to allow other governmental entities to piggyback off this contract, if awarded, under the same terms and conditions? ..... **Yes** [X] **No** [ ]

This bid shall remain in effect for ninety (90) days from bid opening and shall be exclusive of federal excise and state and local sales tax (exempt).

The undersigned agrees, if this bid is accepted, to furnish any and all items upon which prices are offered, at the price and upon the terms and conditions contained in the Invitation for Bid, Conditions of Bidding, Terms of Contract, and Specifications and all other items made a part of the accepted contract.

The undersigned affirms that they are duly authorized to execute the contract, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other Bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other Bidder or to any other person(s) engaged in this type of business prior to the official opening of this bid. And further, that neither the Bidder nor their employees nor agents have been for the past six (6) months directly nor indirectly concerned in any pool or agreement or combination to control the price of goods or services on, nor to influence any person to bid or not to bid thereon.

Mid-Continent Aircraft Corporation	[signature]
Bidder (Entity Name)	Signature
1601 E Hwy 84, P.O. Box 540	Chris Cobb, President
Street & Mailing Address	Print Name
Hayti, MO 63851	10-27-25
City, State & Zip	Date Signed
573-359-8500	573-359-0538
Telephone Number	Fax Number
Chris@midcont.com	
E-mail Address	

REQUIRED FORM
Bidder: Please complete this form and include with bid submission.

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

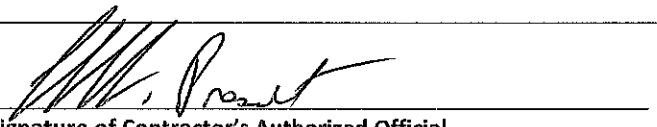
1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The Contractor, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.



Signature of Contractor's Authorized Official

Chris Cobb, President

Name and Title of Contractor's Authorized Official *(Please Print)*

10/27/25

Date

REQUIRED FORM
Bidder: Please complete this form and include with bid submission.

CONFLICT OF INTEREST QUESTIONNAIRE

CONFLICT OF INTEREST QUESTIONNAIRE — FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. *See* Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 **Name of vendor who has a business relationship with local governmental entity.**

N/A

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information in this section is being disclosed.**

_____
Name of Officer

This section (item 3 including subparts A, B, C, & D) must be completed for each officer with whom the vendor has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more?

☐ Yes ☐ No

D. Describe each employment or business and family relationship with the local government officer named in this section.

4

_____
Signature of vendor doing business with the governmental entity

10/27/25
Date

Adopted 8/7/2015

REQUIRED FORM
Bidder: Please complete this form and include with bid submission.

LOCAL GOVERNMENT OFFICER
CONFLICTS DISCLOSURE STATEMENT – OFFICE USE ONLY

LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT

FORM CIS

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This is the notice to the appropriate local governmental entity that the following local government officer has become aware of facts that require the officer to file this statement in accordance with Chapter 176, Local Government Code.

OFFICE USE ONLY

Date Received

1 **Name of Local Government Officer**

2 **Office Held**

3 **Name of vendor described by Sections 176.001(7) and 176.003(a), Local Government Code**

4 **Description of the nature and extent of employment or other business relationship with vendor named in item 3**

5 **List gifts accepted by the local government officer and any family member, if aggregate value of the gifts accepted from vendor named in item 3 exceeds $100 during the 12-month period described by Section 176.003(a)(2)(B).**

Date Gift Accepted _____ Description of Gift _____

Date Gift Accepted _____ Description of Gift _____

Date Gift Accepted _____ Description of Gift _____

(attach additional forms as necessary)

6 **AFFIDAVIT**

I swear under penalty of perjury that the above statement is true and correct. I acknowledge that the disclosure applies to each family member (as defined by Section 176.001(2), Local Government Code) of this local government officer. I also acknowledge that this statement covers the 12-month period described by Section 176.003(a)(2)(B), Local Government Code.

_____
Signature of Local Government Officer

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20_____, to certify which, witness my hand and seal of office.

_____ _____ _____
Signature of officer administering oath | Printed name of officer administering oath | Title of officer administering oath

Adopted 8/7/2015

THIS FORM IS FOR OFFICE USE ONLY

GOOD FAITH EFFORT (GFE) DETERMINATION CHECKLIST

Bidder intends to utilize Subcontractors/Subconsultants in the fulfillment of this contract (if awarded).
☐ Yes ☒ No

Instructions: In order to determine if a "Good Faith Effort" was made in soliciting HUBs for subcontracting opportunities, the following checklist and supporting documentation shall be completed by the Prime Contractor/Consultant, and returned with the Prime Contractor/ Consultant's bid. This list contains the **minimum** efforts that should be put forth by the Prime Contractor/Consultant when attempting to achieve or exceed the goals of HUB Subcontractor participation. The Prime Contractor/Consultant may extend his/her efforts in soliciting HUB Subcontractor participation beyond what is listed below.

Did the Prime Contractor/Consultant . . .?

☐ Yes	☐ No	1. To the extent practical, and consistent with standard and prudent industry standards, divide the contract work into the smallest feasible portions, to allow for maximum HUB Subcontractor participation?
☐ Yes	☐ No	2. **Notify** in writing a reasonable number of HUBs, allowing sufficient time for effective participation of the planned work to be subcontracted?
☐ Yes	☐ No	3. **Provide** HUBs that were genuinely interested in bidding on a Subcontractor, adequate information regarding the project (i.e., plans, specifications, scope of work, bonding and insurance requirements, and a point of contract within the Prime Contractor/Consultant's organization)?
☐ Yes	☐ No	4. **Negotiate** in good faith with interested HUBs, and not reject bids from HUBs that qualify as lowest and responsive Bidders?
☐ Yes	☐ No	5. **Document** reasons HUBs were rejected? Was a written rejection notice, including the reason for rejection, provided to the rejected HUBs?
☐ Yes	☐ No	6. If Prime Contractor/Consultant has zero (0) HUB participation, **please explain the reasons why.**

If "No" was selected, please explain and include any pertinent documentation with your bid.
If necessary, please use a separate sheet to answer the above questions.

Chris Cobb
Printed Name of Authorized Representative

Signature

President
Title

10/27/25
Date

REQUIRED FORM
Bidder: Please complete this form and include with bid submission.

NOTICE OF INTENT (NOI) TO SUBCONTRACT WITH HISTORICALLY UNDERUTILIZED BUSINESS (HUB)

Bidder intends to utilize Subcontractors/Subconsultants in the fulfillment of this contract (if awarded).
☐ Yes ☒ No

Instructions for Prime Contractor/Consultant: Bidder shall submit this form with the bid; however, the information below may be submitted after contract award, but prior to beginning performance on the contract.

Please submit one form for each HUB Subcontractor/Subconsultant with proper signatures, per the terms and conditions of your contract.

Contractor Name: _____ HUB: ☐ Yes ☐ No

Address: _____
Street City State Zip

Phone (with area code): _____ Fax (with area code): _____

Project Title & No.: _____

Prime Contract Amount: $ _____

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

Certifying Agency: ☐ Tx. Bldg & Procurement Comm. ☐ Jefferson County ☐ Tx Unified Certification Prog.

Address: _____
Street City State Zip

Phone (with area code): _____ Fax (with area code): _____

Proposed Subcontract Amount: $ _____ Percentage of Prime Contract: _____ %

Description of Subcontract Work to be Performed: _____

Chris Lebb, President		10/27/25
Printed Name of Contractor Representative	Signature of Representative	Date
Printed Name of HUB	Signature of Representative	Date

Note: Nothing on this Notice of Intent Form is intended to confer any rights, expressed or implied, to any third parties.

Pre-Approval for Subcontractor Substitutions must be obtained from the Jefferson County Purchasing Agent's Representative. The "HUB Subcontractor/Subconsultant Change Form" must be completed and faxed to 409-835-8456.

REQUIRED FORM
Bidder: Please complete this form and include with bid submission.

HISTORICALLY UNDERUTILIZED BUSINESS (HUB)
SUCONTRACTING PARTICIPATION DECLARATION FORM

PAGE 1 OF 4

Bidder intends to utilize Subcontractors/Subconsultants in the fulfillment of this contract (if awarded).
☐ Yes ☒ No

Prime Contractor: _____ HUB: ☐ Yes ☐ No

HUB Status (Gender & Ethnicity): _____

Address: _____
Street City State Zip

Phone (with area code): _____ Fax (with area code): _____

Project Title & No.: _____ IFB/RFP No.: _____

Total Contract: $ _____ Total HUB Subcontract(s): $ _____

Construction HUB Goals: 12.8% MBE:: _____ % 12.6% WBE: _____ %

Sub-goals: 1.7 African-American, 9.7% Hispanic, 0.7% Native American, 0.8% Asian American.
Use these goals as a guide to diversify.

FOR HUB OFFICE USE ONLY:

Verification date HUB Program Office reviewed and verified HUB Sub information Date: _____ Initials: _____

PART I. HUB SUBCONTRACTOR DISCLOSURE

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

Certifying Agency: ☐ Texas Bldg & Procurement Comm. ☐ Texas Unified Certification Prog.

Address: _____
Street City State Zip

Contact person: _____ Title: _____

Phone (with area code): _____ Fax (with area code): _____

Proposed Subcontract Amount: $ _____ Percentage of Prime Contract: _____ %

Description of Subcontract Work to be Performed: _____

REQUIRED FORM
Bidder: Please complete this form and include with bid submission.

HISTORICALLY UNDERUTILIZED BUSINESS (HUB)
SUBCONTRACTING PARTICIPATION DECLARATION FORM

HUB Subcontractor Disclosure

PART I: Continuation Sheet (Duplicate as Needed)

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

Certifying Agency: ☐ Tx. Bldg & Procurement Comm. ☐ Jefferson County ☐ Tx Unified Certification Prog.

Address: _____
Street City State Zip

Contact person: _____ Title: _____

Phone (with area code): _____ Fax (with area code): _____

Proposed Subcontract Amount: $ _____ Percentage of Prime Contract: _____ %

Description of Subcontract Work to be Performed: _____

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

Certifying Agency: ☐ Tx. Bldg & Procurement Comm. ☐ Jefferson County ☐ Tx Unified Certification Prog.

Address: _____
Street City State Zip

Contact person: _____ Title: _____

Phone (with area code): _____ Fax (with area code): _____

Proposed Subcontract Amount: $ _____ Percentage of Prime Contract: _____ %

Description of Subcontract Work to be Performed: _____

All HUB Subcontractor Participation may be verified with the HUB Subcontractor(s) listed on Part I.

REQUIRED FORM
Bidder: Please complete this form and include with bid submission.

HISTORICALLY UNDERUTILIZED BUSINESS (HUB)
SUCONTRACTING PARTICIPATION DECLARATION FORM

PART II: STATEMENT OF NON-COMPLIANCE FOR NOT MEETING HUB SUBCONTRACTING GOALS

Instructions to Bidder: Please complete Good Faith Effort (GFE) Checklist and attach any supporting documentation.

Our firm was unable to meet the HUB goals for this project for the following reasons:

- ☐ All Subcontractors to be utilized are "Non-HUBs." *(Complete Part III)*
- ☐ HUBs were solicited but did not respond.
- ☐ HUBs solicited were not competitive.
- ☐ HUBs were unavailable for the following trade(s):
- ☐ Other: _____

Was the Jefferson County HUB Office contacted for assistance in locating HUBs? ☐ Yes ☐ No

PART III: DISCLOSURE OF OTHER "NON-HUB" SUBCONTRACTS

The Bidder shall use this area to provide a listing of all "Non-HUB" Subcontractors, including suppliers, that will perform under this project. A list of those "Non-HUB" Subcontractors the Bidder selects, after bid submission, shall be provided to the Purchasing Office not later than five (5) calendar days after being notified that Bidder is the apparent low Bidder. A list of those "Non-HUB" Subcontractors that are selected after contract award must be provided **immediately** after their selection.

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

Phone (with area code): _____ Fax (with area code): _____

Proposed Subcontract Amount: $ _____ Percentage of Prime Contract: _____ %

Description of Subcontract Work to be Performed: _____

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

Phone (with area code): _____ Fax (with area code): _____

Proposed Subcontract Amount: $ _____ Percentage of Prime Contract: _____ %

Description of Subcontract Work to be Performed: _____

REQUIRED FORM
Bidder: Please complete this form and include with bid submission.

HISTORICALLY UNDERUTILIZED BUSINESS (HUB)
SUBCONTRACTING PARTICIPATION DECLARATION FORM

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

Phone (with area code): _____ Fax (with area code): _____

Proposed Subcontract Amount: $ _____ Percentage of Prime Contract: _____ %

Description of Subcontract Work to be Performed: _____

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

Phone (with area code): _____ Fax (with area code): _____

Proposed Subcontract Amount: $ _____ Percentage of Prime Contract: _____ %

Description of Subcontract Work to be Performed: _____

I hereby certify that I have read the *HUB Program Instructions and Information*, truthfully completed all applicable parts of this form, and **attached any necessary support documentation as required**. I fully understand that intentionally falsifying information on this document may result in my not receiving a contract award or termination of any resulting contract.

Name (print or type): Chris Cobb

Title: President

Signature: [signature]

Date: 10/27/25

E-mail address: chris@midcont.com

Contact person that will be in charge of invoicing for this project:

Name (print or type): Chris Cobb

Title: President

Date: 10/27/25

E-mail address: chris@midcont.com

REQUIRED FORM
Bidder: Please complete this form and include with bid submission.

RESIDENCE CERTIFICATION/TAX FORM

Pursuant to Texas Government Code §2252.001 *et seq.*, as amended, Jefferson County requests Resident Certification. §2252.001 *et seq.* of the Government Code provides some restrictions on the awarding of governmental contracts; pertinent provisions of §2252.001 are stated below:

(3) "Non-resident Bidder" refers to a person who is not a resident.

(4) "Resident Bidder" refers to a person whose principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

☐ I certify that _____ [company name] is a Resident Bidder of Texas as defined in Government Code §2252.001.

☒ I certify that Mid-Continent Aircraft Corp. [company name] is a Nonresident Bidder as defined in Government Code §2252.001 and our principal place of business is Hayti Missouri (city and state).

Taxpayer Identification Number (T.I.N.):	43-0693687
Company Name submitting bid/proposal:	Mid-Continent Aircraft Corporation
Mailing address:	P.O. Box 540, Hayti, MO 63851
If you are an individual, list the names and addresses of any partnership of which you are a general partner: N/A	

Property: List all taxable property owned by you or above partnerships in Jefferson County.

Jefferson County Tax Acct. No.*	Property address or location**
none	none

* This is the property amount identification number assigned by the Jefferson County Appraisal District.

** For real property, specify the property address or legal description. For business property, specify the address where the property is located. For example, office equipment will normally be at your office, but inventory may be stored as a warehouse or other location.

REQUIRED FORM
Bidder: Please complete this form and include with bid submission.

HOUSE BILL 89 VERIFICATION

I, Chris Cobb, the undersigned representative of (company or business name) Mid-Continent Aircraft Corporation (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

10/27/25
Date

On this 27th day of October, 2025, personally appeared Chris Cobb, the above-named person, who after by me being duly sworn, did swear and confirm that the above is true and correct.

Notary Seal

Laura Curtis
Notary Signature

10-27-25
Date

LAURA CURTIS
Notary Public - Notary Seal
STATE OF MISSOURI
Pemiscot County
My Commission Expires: July 28, 2027
Commission # 15535358

REQUIRED FORM
Bidder: Please complete this form and include with bid submission.

SENATE BILL 252 CERTIFICATION

On this day, I, Deborah L. Clark, Purchasing Agent for Jefferson County, Texas, pursuant to Texas Government Code, Chapter 2252, Section 2252.152 and Section 2252.153, certify that I did review the website of the Comptroller of the State of Texas concerning the listing of companies that is identified under Section 806.051, Section 807.051, or Section 2253.253 and I have ascertained that the below named company is not contained on said listing of companies which do business with Iran, Sudan, or any Foreign Terrorist Organization.

_____

Company Name

_____

IFB/RFP/RFQ number

Certification check performed by:

_____

Purchasing Representative

_____

Date

THIS FORM IS FOR OFFICE USE ONLY

BID AFFIDAVIT

The undersigned certifies that the bid prices contained in this bid have been carefully reviewed and are submitted as correct and final. Bidder further certifies and agrees to furnish any and/or all commodities upon which prices are extended at the price offered, and upon the conditions contained in the specifications and the Notice to Bidders.

STATE OF Missouri COUNTY OF Pemiscot

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Missouri,

on this day personally appeared Chris Cobb (name), who

after being by me duly sworn, did depose and say:

"I, Chris Cobb (name) am a duly authorized officer of/agent

for Mid-Continent Aircraft Corporation (name of firm) and have been duly authorized to execute the

foregoing on behalf of the said Mid-Continent Aircraft Corporation (name of firm).

I hereby certify that the foregoing bid has not been prepared in collusion with any other Bidder or other person or persons engaged in the same line of business prior to the official opening of this bid. Further, I certify that the Bidder is not now, nor has been for the past six (6) months, directly or indirectly concerned in any pool or agreement or combination, to control the price of services/commodities bid on, or to influence any person or persons to bid or not to bid thereon."

Name and address of Bidder: Mid-Continent Aircraft Corporation
1601 E Highway 84, Hayti, MO 63851

Fax: 573-359-0538 Telephone# 573-359-0500

by: Chris Cobb (print name) Title: President

Signature: [signature]

SUBSCRIBED AND SWORN to before me by the above-named

Chris Cobb on

this the 27th day of October, 2025

[signature]
Notary Public in and for
the State of Missouri

LAURA CURTIS
Notary Public - Notary Seal
STATE OF MISSOURI
Pemiscot County
My Commission Expires: July 28, 2027
Commission # 15535358

REQUIRED FORM
Bidder: Please complete this form and include with bid submission.

Preliminary Tabulation
(IFB 25-055/CG) Jefferson County Mosquito Control Airplane
Bid Opening: November 19, 2025

Item No.	Item Description	Bid Price	Projected Delivery Time from Date of Purchase
1	Mosquito Control Airplane	$1,628,870.00	30 days and before 12/31/2025
2	Trade In Amount for AG Wagon Airplane (Optional)	$60,000.00	N/A
2	Trade In Amount for King Air Airplane (Optional)	$145,000.00	If offer to purchase is accepted by Dynamic Aviation and delivered to KVBW
3	Aircraft Dealer Registration Number with the Federal Aviation Administration	D001907	

Mid-Continental Aircraft Corporation
Attn: Chris Cobb
1601 E Highway 84
Hayti, MO 63851
chris@midcont.com

Jefferson County makes no claim that this bid tabulation represents anything other than the information read aloud at the public opening. The County has not checked the bids for errors, or made any determinations that the solicitations meet all requirements. In the case of a discrepancy between information on this tabulation and the original hard-copy document, the original hard copy shall prevail.

Docusign Envelope ID: D02B0080-0EEA-4274-9FD4-1C421CE12ED7

Agreement 24-041/MR
Change Order #3

CENTRALSQUARE®

Quote prepared on:
November 07, 2025
Quote prepared by:
Brittny Byron
brittny.byron@centralsquare.com

Quote #: Q-232348
Primary Quoted Solution: NaviLine PA
Quote expires on: May 04, 2026

Quote prepared for:
Jeff Ross
Jefferson County
1149 Pearl Street
Beaumont, Texas 77701
409-835-8447

Thank you for your interest in CentralSquare. CentralSquare provides software that powers over 8,000 communities. More about our products can be found at www.centralsquare.com.

WHAT SERVICES ARE INCLUDED?

	DESCRIPTION	TOTAL
1.	Public Administration Development Services - Fixed Fee	16,770.00
2.	Public Administration Project Management Services - Fixed Fee	3,315.00

Services Subtotal	20,085.00 USD
Discount	- 3,615.30 USD
Services Total	16,469.70 USD

QUOTE SUMMARY

Services Subtotal	20,085.00 USD
Quote Subtotal	20,085.00 USD

CENTRALSQUARE®

Quote prepared on:
November 07, 2025
Quote prepared by:
Brittny Byron
brittny.byron@centralsquare.com

Discount	- 3,615.30 USD
Quote Total	**16,469.70 USD**

WHAT ARE THE RECURRING FEES?

TYPE	AMOUNT
FIRST YEAR MAINTENANCE TOTAL	0.00
FIRST YEAR SUBSCRIPTION TOTAL	0.00
FIRST YEAR RECURRING SERVICES TOTAL	0.00

The amount totals for Maintenance and/or Subscriptions on this quote include only the first year of software use and maintenance.

Annual Maintenance and Subscriptions renewals shall be due annually on the anniversary date of the Delivery Date*. Annual Maintenance and Subscription Fees are subject to increase as outlined in the Master Agreement.

*Delivery: For on-premise software, Delivery shall be when CentralSquare delivers to Customer the initial copies of the software outlined above by whichever the following applies and occurs first (a) electronic delivery, by posting it on CentralSquare's network for downloading, or similar suitable electronic file transfer method, or (b) physical shipment, such as on a disc or other suitable media transfer method, or (c) installation, or (d) delivery of managed services server. Physical shipment is on FOB - CentralSquare's shipping point, and electronic delivery is at the time CentralSquare provides Customer with access to download the software. For cloud-based software Delivery shall be whichever the following applies and occurs first when Authorized Users have (a) received log-in access to the software or any module of the software or (b) received access to the software via a URL.

Subscription Access. If Customer is purchasing subscription software under this Quote, so long as Customer has paid the annual subscription fees and is current at all times with the subscription fees as stated herein, CentralSquare grants to Client a limited non-exclusive, non-transferable access to use the subscription software granted in this Quote. Customer understands and acknowledges no ownership or any form of intellectual property rights transfer under the terms of this Quote. Upon termination of this Quote or any subscriptions, (i) all rights granted herein shall terminate immediately and automatically upon the effective date of such termination; (ii) Customer's right to the accessed software granted herein shall terminate; and (iii) Customer will cease using such software and at CentralSquare's direction return or destroy the software and any supplemental confidential information or documentation. Customer shall maintain for a reasonable period, but in no event less than three (3) years after

CENTRALSQUARE®

Quote prepared on:
November 07, 2025
Quote prepared by:
Brittny Byron
brittny.byron@centralsquare.com

expiration or termination of this Quote, the systems, books and records necessary to accurately reflect compliance with software access and the use thereof. Upon request, and no more than once per year, Customer shall permit CentralSquare to audit Customer's use of the software to monitor compliance. If an audit reveals that Customer has exceeded the restrictions on use or non-compliance with this Quote, Customer shall be responsible for the prompt payment by Customer to CentralSquare of any underpayment.

BILLING INFORMATION

Fees will be payable within 30 days of invoicing.

Please note that the Unit Price shown above has been rounded to the nearest two decimal places for display purposes only. The actual price may include as many as five decimal places. For example, an actual price of $21.37656 will be shown as a Unit Price of $21.38. The Total for this quote has been calculated using the actual prices for the product and/or service, rather than the Unit Price displayed above.

Prices shown do not include any taxes that may apply. Any such taxes are the responsibility of Customer. This is not an invoice.

For customers based in the United States or Canada, any applicable taxes will be determined based on the laws and regulations of the taxing authority(ies) governing the "Ship To" location provided by Customer on the Quote Form.

PAYMENT TERMS

License Fees & Annual Subscriptions
- 100% Due Upon Execution

Contract Startup
- 100% Due Upon Execution

Hardware & Third-Party Software
- 100% Due Upon Execution

Services
- Fixed Fee: 100% Due Upon Completion of Services
- Time & Material: Due as Incurred

Third-Party Services
- Fixed Fee: 50% Due Upon Execution; 50% Due Upon Completion
- Time & Material: Due As Incurred

Travel & Living Expenses
- Due as Incurred

Docusign Envelope ID: D02B0080-0EEA-4274-9FD4-1C421CE12ED7

CENTRALSQUARE®

Quote prepared on:
November 07, 2025
Quote prepared by:
Brittny Byron
brittny.byron@centralsquare.com

PURCHASE ORDER INFORMATION

Is a Purchase Order (PO) required for the purchase or payment of the products on this Quote Form? (Customer to complete)

Yes [ ] No [ ]

Customer's purchase order terms will be governed by the parties' existing mutually executed agreement, or in the absence of such, are void and will have no legal effect.

PO Number: _____

Initials: _____

Jefferson County

Signature: _____

Name: Jeff Branick

Title: County Judge

Date: 12-2-2025

COMMISSIONERS COURT
JEFFERSON COUNTY, TEXAS

Applicable Additional terms will be added to the next page.

ATTEST _____
DATE 12/2/25

Docusign Envelope ID: D02B0080-0EEA-4274-9FD4-1C421CE12ED7

CENTRALSQUARE

Summary of Services

Project Jefferson County, TX - Q-232348

The parties mutually agree and acknowledge this Summary of Services for Development which is a high-level overview of the project requested, not a detailed requirements.

Project Scheduling
Parties agree a schedule will be provided for services within sixty (60) days from the execution of the above quote number.

Change Requests
The parties may request a change to this summary of services, to increase hours or deliverables, through a written request to the CentralSquare project manager or resource.

Services Scope of Project

Scope of Work.

Provide for migrating specifically named user written MODs to be managed by CentralSquare in the library HTEMODJ. The objects and brief estimate is listed below. An estimated 41 source objects will be added to the CentralSquare Annual Mod Retrofit Contract which will result in an increase of $4,100.

Regarding customer list from Jefferson County:
2) GFAPI006/GFAPI006GM – Set folder name for Imaging API modified to pull images from a folder on our server
Provide ability to configure and manage the low and high check numbers and folder they will be stored. Take current logic in GFAPI006 and GFAPI006GM for check#/folder name and create prior check#/folder configuration history records. Example check# range 195444 – 218734 uses \\JCDC1\claims\2001-2002 Claims\CK00'. Change existing hardcoded logic in GFAPI006 and GFAPI006GM and replace it with logic using the new configuration file to set the folder name based on the check#. This will eliminate the need to change the programs GFAPI006 and GFAPI006GM every year for a new folder name.

3) GMREV*/GMA* - GMBA Custom Option 17 - Prepare Revenue Accounts for Budget - This populates GM201WP.
Provide for prompting for the current fiscal year for the process and reports. PHBUDUPD1 - change this program to modify the date selection to the current year and to be run from custom options.
GMREVRRA - modify the year selection to just be anything 2001 and less than the next year. This will tie to option 17.
PHBUDUPD1A - Create this CL program to 1st copy the spool file that was created in the above program from GMREVRRA, then to run PUBUDUPD10 and PHBUDUPD11. This will be called from custom options menu.
PHBUDUPD11 - change this program to modify the date selection to the current year.

9) PH541*
Create a CL Program PH541CL that will call all the PH541* programs and assign it to a custom menu option.
PH541#5NH - Fix to adjust year based on current year.
PH541#6 - Fix to adjust year based on current year.

15) PH015FIX - Manually run - Program to update Next Years Budget amount in PRO15AP with the proposed raise.
Option 531 Custom Options
Fix this to prompt for the percentage of the salary increase, and also live or test. PH015LF1 is a logical built on PR015AP

16) PH500#981 - Manually run - Program to update PR500AP/PR700AP with pay raises.
Option 532 Custom Options
Fix this to prompt for the percentage of the salary increase, and also live or test. Fix to adjust year based on current year.

22) PR670SC/PRUCVTC0... in HTEUSRJ - This program is a user mod added to payroll updates that takes all the reports produced and FTP's them to our server.
This is called from the program already in the mod library - PR670SC. Refresh source code from HTEUSRJ. Migrate PR670SC, PRUCVTC0, PRUCVTC1, PRUCVTC2, PRUCVTC3, PRUCVTR1, PRUCVTR2, PRUCVTR5.
BRUCVTR0... in HTEUSRJ - This program is run from Custom Options after GM Updates are run to take all the reports produced and FTP them to our server. Migrate BRUCVTC0, BRUCVTC1, BRUCVTC2, BRUCVTC3, BRUCVTR0, BRUCVTR1, BRUCVTR2, BRUCVTR5, BRUCVTSC(DSPF).
Option 530 Custom Options. Refresh source code from HTEUSRJ.

23) PH605CHK1/PH605CC1/PH605CC2/PH605CHK2 - Verify Payroll Hours Entered.
Option 107 Custom Options. Migrate PH605CC0, PH605CC1, PH605CC2, PH605CHK1, PH605CHK2, PH605CSC(DSPF)

The programs all need to be run from the custom option menu without programmer intervention, if the were not already called from an internal HTE program. Some of them are already set up that way, but several of them were setup for our programmer to go into the program each year and adjust the date and then run it himself. Those particular programs will have to be modified by your programmers to fit into the mod library to be run by the users.

All of the programs will have to be reviewed to be sure they reflect the proper library - some have HTEUSRJ hardcoded in them.

This estimate will expire 30 days after the date of this correspondence.

NOTES:

- Client agrees to test this modification within 30 days of delivery on whichever environment of choice. Failure to test within 30 days may require an additional quote.
- All Development Quotes are subject to annual maintenance/subscription charge to allot for customized modification to be retrofitted for newer releases when upgrading. Annual Fee maybe included on the quote for retrofit maintenance annually as an estimate only but final number will be determined by developer and renewals. All Annual Fees are subject change based on amount of sources and objects as items maybe required to be modified once program has been completed.
- (IF APPLICABLE) All custom reports are not all applicable for retrofit coverage and base load, custom reports are not stipulated under CST maintenance coverage, and certain reports may not be applicable for maintenance coverage within BASE code.
- (IF APPLICABLE) Client is responsible for the creation and maintenance of a Test environment when the mod requires file updates or 3rd party interfaces. This is to ensure that an agreeable outcome is reached before impeding their daily business activities or their live data. Failure to test the modification in a Test environment may require an additional quote for any additional services.
- (IF APPLICABLE) Quote assumes that the client is running Extranet or SSH. If the client's system is not running Extranet/SSH or is only accessible through Secure Link, an additional quote may be required. Voorhees ASP clients are excluded from any additional Secure Link cost.
- Client is responsible for providing access to all environments that modifications may need to be loaded to. (IF APPLICABLE) Client is also responsible for providing access to any Test environment(s).
- This work will be based on the current version (23.+) and/or higher may require that the client load this version as part of the SCR. Please note, IF details indicate that this is not required, this item is not applicable.

- Any additional work, not included in the scope of this agreement, may require an additional quote.
- Project Management (PM): Prof-Scvs.: Qty: Applied

Services will not be scheduled until a signed quote has been received.

NOTE: Request will be: _X_ = One Time Process, ____ = Custom Modification, ____ = Base Feature

If Custom Modification is required, then the estimated future cost for retrofitting and support will be applied once mod is completed. See Note Statement indicating that all Funded Development Quotes are subject to annual maintenance fee.

All Funded Development Quotes are billed Fixed Fee – As per quote stipulations – See Quote for Details
FDI/CASE # **(1328063-A)**

Project Management

Even in smaller, less complex projects, there needs to be a point of contact and someone driving a project to successful completion. CentralSquare's Implementation Methodology ensures a project has the right amount of oversight needed to successfully complete the work, no more no less. A CentralSquare Project Manager will be your point of contact for the scoped work with you to develop a timeline to meet your needs, drive the timeline to completion, work to resolve any issues that may arise during the life of the project, all while keeping you up to date so you have the peace of mind your project is on track for a successful completion.

Professional Services

Throughout the course of the project, CentralSquare will use several types of services (defined herein) to complete the necessary steps for successful deployment of the contracted services. The overall services aligned to implementation

include Consulting Services, Technical Services, Data Conversion Services, Training Services, and in some cases, Installation Services.

Outlook

Tyler Project Requiring a Budget Transfer

From Jeff Ross <jeff.ross@jeffersoncountytx.gov>
Date Fri 11/14/2025 10:30 AM
To Fran Lee <Fran.Lee@jeffersoncountytx.gov>; Rebekah Patin <Rebekah.Patin@jeffersoncountytx.gov>
Cc Mary Helm <mary.helm@jeffersoncountytx.gov>

2 attachments (246 KB)
Invoice 020 165486.pdf; (Agreement25-029DC) Tyler Technologies.pdf;

This was a project that surfaced in between the budget cycle that we did not identify in time to be included on our budget. It was approved in court on July 29, 2025. The overall amount is for $4,625, but it should not require the full amount once it is complete.

This is the first invoice that needs to be applied to the overall project.

I just found out that I have a savings in my 60-02 line items due to the computers actually being less than what was budgeted so the entire amount can be moved from there to 60-~~52~~ 53 ~~02~~

Sincerely,

Jeff Ross

Jeff Ross
Director of Management Information Systems
1149 Pearl St, Suite 600
Beaumont, TX 77701
(409)835-8447

Please note new email Jeff.Ross@jeffersoncountytx.gov

From: ar@tylertech.com <ar@tylertech.com>
Sent: Tuesday, November 11, 2025 7:58 AM
To: Jeff Ross <jeff.ross@jeffersoncountytx.gov>
Subject: Invoice Attached

Caution! This message was sent from outside your organization.

Please see attached for your invoice. Thank you, Tyler Technologies

tyler technologies

Remittance:
Tyler Technologies, Inc.
(FEIN 75-2303920)
P.O. Box 203556
Dallas, TX 75320-3556

Invoice 628

Invoice No	Date	Page
020-165486	10/31/2025	1 of 1

Questions:
Tyler Technologies - Courts & Justice
Phone: 1-800-772-2260 Press 2, then 3
Email: ar@tylertech.com

Bill To: JEFFERSON COUNTY
ATTN: JEFF ROSS, DIR OF MNGMT INFO SYS.
1149 PEARL, SUITE 600
BEAUMONT, TX 77701

Ship To: JEFFERSON COUNTY
ATTN: JEFF ROSS, DIR OF MNGMT INFO SYS.
1149 PEARL, SUITE 600
BEAUMONT, TX 77701

Cust No.-BillTo-ShipTo	Ord No	PO Number	Currency	Terms	Due Date
53725 - MAIN - MAIN	111768		USD	NET30	11/30/2025

Contract Date	Description	Units	Rate	Extended Price
	Setup, Configuration & Consulting	2	185.00	370.00

Comments: October 2025 Billing

****ATTENTION****
Order your checks and forms from Tyler Business Forms at 877-749-2090 or tylerbusinessforms.com to guarantee 100% compliance with your software.

Subtotal	370.00
Sales Tax	$0.00
Invoice Total	370.00

Professional Services Agreement

This Professional Services Agreement (this "Agreement") is made and entered into by and between Tyler Technologies, Inc., a Delaware corporation ("Tyler"), and Jefferson County, TX (the "Client") as of the last date written below (the "Effective Date").

Background

WHEREAS, Client is a current customer of Tyler and a user of Tyler's proprietary software; and

WHEREAS, Client desires to engage Tyler to provide certain professional services related thereto, all on the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual promises contained herein, along with other good and valuable consideration, the receipt and sufficiency of which all parties mutually acknowledge, Tyler and the Client agree as follows:

A. Tyler shall furnish the services described in this Agreement, and Client shall pay the prices set forth in this Agreement.

B. This Agreement consists of this cover and signature page and the following attachments and exhibits attached hereto and to be attached throughout the Term of this Agreement, all of which are incorporated by reference herein: (1) Schedule 1; and (2) Terms and Conditions.

Schedule 1

DESCRIPTION OF SERVICES	HOURS	RATE/HR.	T&M AMOUNT
Setup, Configuration & Consulting	25	$185	$4,625
No travel expenses, as all work will be completed remotely **Client Name:** TX Jefferson **Project Description:** New node in org chart for Appeals DA *The Level of Effort (LoE) provided above is a good faith estimate of the hours Tyler requires to deliver the requested services project and is valid for 30 days. Once the PSA is approved, Tyler will proceed with a detailed scope using the first few hours of the approved estimate. If the final agreed-upon scope exceeds the initial good faith estimate, the customer may be required to approve another PSA for additional hours.*			
			TOTAL CONTRACT AMOUNT **$4,625**

IN WITNESS WHEREOF, this Agreement has been executed by a duly authorized officer of each Party hereto.

TYLER TECHNOLOGIES, INC.		**CLIENT**	
By:	_____	By:	_____
Name:	_____	Name:	_____
Title:	_____	Title:	_____
Date:	_____	Date:	_____

Professional Services Agreement
Terms and Conditions

1. Services. Tyler shall perform the services set forth in Schedule 1.

2. Compensation. Tyler shall perform its services hereunder on a time and materials basis at the rates specified in Schedule 1. In addition, the Client shall reimburse Tyler for travel, lodging, and food expenses reasonably incurred by Tyler in performing its services hereunder as set forth in Schedule 1. Tyler shall invoice the Client on a monthly basis, which invoice shall be due and payable within thirty (30) days. Tyler prefers to receive payments electronically. Tyler's electronic payment information is as follows:

Bank: Wells Fargo Bank, N.A.
420 Montgomery
San Francisco, CA 94104
ABA: 121000248
Account: 4124302472
Beneficiary: Tyler Technologies Inc. – Operating

3. Term and Termination. This Agreement shall commence as of the Effective Date and shall continue until terminated or all work is complete (the "Term"). The Client may terminate this Agreement at any time by delivering a written notice of its intent to terminate to Tyler; provided, however, that the Client must pay Tyler for all costs and expenses incurred under this Agreement prior to the date of termination. Tyler may terminate this Agreement if the Client fails to pay any invoice when due or if the Client breaches any of its other obligations hereunder. Upon termination for any reason, each party shall immediately return all documentation, confidential information, and other information disclosed or otherwise delivered to the other party prior to such termination.

4. Confidentiality. Both parties recognize that their respective employees and agents, in the course of performance of this Agreement, may be exposed to confidential information and that disclosure of such information could violate rights to private individuals and entities, including the parties. Confidential information is nonpublic information that a reasonable person would believe to be confidential and includes, without limitation, personal identifying information (*e.g.*, social security numbers) and trade secrets, each as defined by applicable state law. Each party agrees that it will not disclose any confidential information of the other party and further agrees to take all reasonable and appropriate action to prevent such disclosure by its employees or agents. The confidentiality covenants contained herein will survive the termination or cancellation of this Agreement. This obligation of confidentiality will not apply to information that:

(a) is in the public domain, either at the time of disclosure or afterwards, except by breach of this Agreement by a party or its employees or agents; or
(b) a party can establish by reasonable proof was in that party's possession at the time of initial disclosure; or
(c) a party receives from a third party who has a right to disclose it to the receiving party; or
(d) is the subject of a legitimate disclosure request under the open records laws or similar applicable public disclosure laws governing this Agreement, or a subpoena; provided, however, that in the event you receive an open records or other similar applicable request, you will give us prompt notice and otherwise perform the functions required by applicable law.

5. Warranty. Tyler warrants that it shall perform services in a professional, workmanlike manner, consistent with industry standards. In the event Tyler provides services that do not conform to this warranty, Tyler will re-perform the services at no additional cost to Client.

6. Limitation of Liability.

THE LIABILITY OF TYLER FOR DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, WHETHER BASED ON A THEORY OF CONTRACT OR TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, SHALL BE LIMITED TO TOTAL FEES PAID TO TYLER UNDER THIS AGREEMENT.

IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, OR SPECIAL DAMAGES OF ANY KIND, INCLUDING, WITHOUT LIMITATION, LOST REVENUES OR PROFITS, OR LOSS OF BUSINESS OR LOSS OF DATA ARISING OUT OF THIS AGREEMENT, IRRESPECTIVE OF WHETHER THE PARTIES HAVE ADVANCE NOTICE OF THE POSSIBILITY OF SUCH DAMAGE.

THE FOREGOING LIMITATIONS OF LIABILITY SET FORTH IN THIS SECTION 6 SHALL NOT APPLY WITH RESPECT TO: (A) DAMAGES OCCASIONED BY THE FRAUD, GROSS NEGLIGENCE, OR WILLFUL MISCONDUCTOF EITHER PARTY; (B) DAMAGES OCCASIONED BY VIOLATION OF LAW.

7. Force Majeure. Neither party shall be liable for delays in performing its obligations under this Agreement to the extent that the delay is caused by Force Majeure. "Force Majeure" is defined as an event beyond the reasonable control of a party, including governmental action, war, riot or civil commotion, fire, natural disaster, labor disputes, restraints affecting shipping or credit, delay of carriers, inadequate supply of suitable materials or any other cause which could not with reasonable diligence be foreseen, controlled or prevented by the party.

8. Insurance. Upon written request, Tyler shall provide Client with certificates of insurance evidencing the following insurance coverage:
a) Commercial general liability of at least $1,000,000;
b) Automobile liability of at least $1,000,000;
c) Professional liability of at least $1,000,000; and
d) Workers compensation complying with statutory requirements.

9. Miscellaneous.

(a) Tax Exempt Status. Client is a governmental tax-exempt entity and shall not be responsible for any taxes for any services provided for herein, whether federal or state. The fees paid to Tyler pursuant to this Agreement are inclusive of any applicable sales, use, personal property, or other taxes attributable to periods on or after the Effective Date of this Agreement.

(b) Assignment. Neither Tyler nor the Client shall, sell, transfer, assign, or otherwise dispose of any rights or obligations created by this Agreement without the written consent of the other party.

(c) Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

(d) Entire Agreement. This Agreement and the Schedules hereto constitute the entire understanding and contract between the Parties and supersedes any and all prior or contemporaneous oral or written representations or communications with respect to the subject matter hereof. The Exhibits to this Agreement are incorporated by reference herein.

(e) Amendment. This Agreement shall not be modified, amended, or in any way altered except by an instrument in writing signed by the properly delegated authority of each party. All amendments or modifications of this Agreement shall be binding upon the parties despite any lack of consideration.

(f) Relationship of Parties. The parties intend that the relationship between the parties created pursuant to or arising from this Agreement is that of an independent contractor only. Neither party shall be considered an agent, representative, or employee of the other party for any purpose.

(g) Governing Law. Any dispute arising out of or relating to this Agreement or the breach thereof shall be governed by the laws of the State of Texas, without regard to or application of choice of law rules or principles.

(h) No Third Party Beneficiaries. Nothing in this Agreement is intended to benefit, create any rights in, or otherwise vest any rights upon any third party.

(i) Equitable Relief. Each party covenants, represents, and warrants that any violation of this Agreement by such party with respect to its respective obligations set forth in Section 4 shall cause irreparable injury to the other party and shall entitle the other party to extraordinary and equitable relief by a Court of competent jurisdiction, including, without limitation, temporary restraining orders and preliminary and permanent injunctions, without the necessity of posting bond or security.

(j) Survival. The provisions of Sections 4 through 9 shall survive the expiration or termination of this Agreement.

Outlook

RE: Moving money to cover Contractual Services

From Cindy Savant <Cindy.Savant@jeffersoncountytx.gov>
Date Mon 11/17/2025 11:48 AM
To Rebekah Patin <Rebekah.Patin@jeffersoncountytx.gov>
Cc Michelle Farnie <Michelle.Farnie@jeffersoncountytx.gov>; Kate Carroll <Kate.Carroll@jeffersoncountytx.gov>

6 attachments (2 MB)

Cummins Allison.pdf; Design Chute -Yearly renewal.pdf; Electrical Specialties Inc Annual Fire & Burglar Alarm System.pdf; TX DMV - Annual Leased Workstations.pdf; Jefferson 50208-3.pdf; Peregrine Remaining Balance.pdf;

Rebekah,

Please move $10,300.00 from 120-1011-415.4052 (postage) to account # 120-1011-415.5077 (Contractual Services)

Reason:

In our initial quotes for RTLawrence Check Intelligence and OPEX, we were mistakenly under the impression that the contract maintenance agreement for the OPEX machine would not start until next budget year. We were informed that this was not the case.
Thank you,

Cindy Savant, P.C.C.
Chief Deputy of Finance
Jefferson County Tax Office
(409)835-8716

PLEASE NOTE MY NEW EMAIL ADDRESS IS: cindy.savant@jeffersoncountytx.gov

From: Heather Salazar <Heather.Salazar@jeffersoncountytx.gov>
Sent: Monday, November 17, 2025 8:45 AM
To: Cindy Savant <Cindy.Savant@jeffersoncountytx.gov>

Cc: Michelle Farnie <Michelle.Farnie@jeffersoncountytx.gov>; Kate Carroll <Kate.Carroll@jeffersoncountytx.gov>
Subject: Contractual Services Budget Items

The invoices we have not received for 2025 - 2026 are: Cummins Allison, Design Chute, Electrical Specialties, and TXDMV. I have attached last year's invoices.

The underbudgeted items we have already received would be: RT Lawrence Corporation (annual support of FirstView and RTL First) and Peregrine. Peregrine has been paid but was about $4500 more than estimated. RT Lawrence has not been paid.

The current balance in 120-1011-415-5077 (Contractual Services) is $5973.66. Which would put us short by about $10,300.00.

Thank you,

Heather Salazar

Administrative Assistant

Jefferson County Tax Office

P.O. Box 2112

Beaumont, TX 77704

Phone (409)835-8714

Fax (409)835-8589

Please note new email address: heather.salazar@jeffersoncountytx.gov

CONFIDENTIALITY NOTICE:

THIS TRANSMISSION IS INTENDED FOR THE SOLE USE OF THE INDIVIDUAL AND/OR ENTITY TO WHOM IT IS ADDRESSED, AND MAY CONTAIN INFORMATION AND/OR ATTACHMENTS THAT ARE PRIVILEGED, CONFIDENTIAL AND EXEMPT FROM DISCLOSURE UNDER APPLICABLE LAW. IF YOU ARE NOT THE INTENDED RECIPIENT, YOU ARE HEREBY NOTIFIED THAT ANY DISCLOSURE, DISSEMINATION,

CA CUMMINS ALLISON

INVOICE
SERVICE CONTRACT RENEWAL

Cummins-Allison Corp.
Service Branch: 88
Phone: 800-786-5528

Federal ID# 35-0145140
INVOICE # 1491261
Invoice Date: 08-06-25
Customer #: 160660

Bill to:
ATTN: CHERYL ELLIS
TX JEFFERSON COUNTY AUDITOR
1149 PEARL ST 7TH FLR
BOX 2112
BEAUMONT,TX 77701

Terms: net 30 days

TOTAL AMT.DUE: $2,718.00
SUBTOTAL $2,718.00
SALES TAX* $0.00

See payment instructions on last page

Check Payment Slip (cut here)

Service Contract #: 69746325
1YR. CONTRACT ANN. INV.
Contract Period:
EFFECTIVE 09-23-25
EXPIRES 09-22-26

Order Type PMIA
PO # RENEWAL

Cindy Sawyer
APPROVED AUG 2 2 2025

EQUIPMENT

Location 160660*2
525 LAKESHORE DRIVE
PORT ARTHUR,TX 77640
Contact 409-835-8714 CHERYL ELLIS

Equipment Description L-1 JETSCAN 4062 ES
MODEL: 406-9102-00
SERIAL#: 14062656824115
CONTRACT PERIOD: 09-23-25 09-22-26
SERVICE FACILITY: 88 CUMMINS-ALLISON S ANT-#88

Service Starts 09-23-25	Parts	54.36		0.00	
	Labor	398.64		0.00	
			AMOUNT:	453.00	

Location 160660*3
4065 JERRY WARE DRIVE
BEAUMONT,TX 77705
Contact 409-835-8714 CHERYL ELLIS

Equipment Description L-2 JETSCAN 4062 ES
MODEL: 406-9102-00
SERIAL#: 14062655324115
CONTRACT PERIOD: 09-23-25 09-22-26
SERVICE FACILITY: 88 CUMMINS-ALLISON S ANT-#88

Service Starts 09-23-25	Parts	54.36		0.00	
	Labor	398.64		0.00	
			AMOUNT:	453.00	

Location 160660*3
4065 JERRY WARE DRIVE
BEAUMONT,TX 77705
Contact 409-835-8714 CHERYL ELLIS

Equipment Description L-3 JETSCAN 4062 ES
MODEL: 406-9102-00
SERIAL#: 14062654624115
CONTRACT PERIOD: 09-23-25 09-22-26
SERVICE FACILITY: 88 CUMMINS-ALLISON S ANT-#88

Service Starts 09-23-25	Parts	54.36		0.00	
	Labor	398.64		0.00	
			AMOUNT:	453.00	

CA CUMMINS ALLISON

Service Contract #: 69746325
1YR. CONTRACT ANN. INV.
Contract Period:
EFFECTIVE 09-23-25
EXPIRES 09-22-26

Order Type PMIA
PO # RENEWAL

EQUIPMENT

Location 160660*1
1149 PEARL STREET, 1ST FLOOR
BEAUMONT,TX 77701
Contact 409-835-8714 CHERYL ELLIS

Equipment Description L-4 JETSCAN 4062 ES
MODEL: 406-9102-00
SERIAL#: 14062658124115
CONTRACT PERIOD: 09-23-25 09-22-26
SERVICE FACILITY: 88 CUMMINS-ALLISON S ANT-#88

Service Starts 09-23-25	Parts	54.36		0.00
	Labor	398.64		0.00
			AMOUNT:	453.00

Location 160660*2
525 LAKESHORE DRIVE
PORT ARTHUR,TX 77640
Contact 409-835-8714 CHERYL ELLIS

Equipment Description L-5 JETSCAN 4062 ES
MODEL: 406-9102-00
SERIAL#: 14062656124115
CONTRACT PERIOD: 09-23-25 09-22-26
SERVICE FACILITY: 88 CUMMINS-ALLISON S ANT-#88

Service Starts 09-23-25	Parts	54.36		0.00
	Labor	398.64		0.00
			AMOUNT:	453.00

Location 160660*1
1149 PEARL STREET, 1ST FLOOR
BEAUMONT,TX 77701
Contact 409-835-8714 CHERYL ELLIS

Equipment Description L-6 JETSCAN 4062 ES
MODEL: 406-9102-00
SERIAL#: 14062658524115
CONTRACT PERIOD: 09-23-25 09-22-26
SERVICE FACILITY: 88 CUMMINS-ALLISON S ANT-#88

Service Starts 09-23-25	Parts	54.36		0.00
	Labor	398.64		0.00
			AMOUNT:	453.00

Continued...

Andy Lawn

APPROVED AUG 2 2 2025

CA CUMMINS ALLISON

INVOICE

P.O. BOX 931958
Atlanta, GA 31193-1958
Cummins Local Branch 88 Phone 800-786-5528
Telephone 847-299-9550
D-U-N-S Nbr 00-506-9760
Federal ID 35-0145140

Invoice Number	1491261
Invoice Date	08-06-25
Customer Number	160660
Order Type	PMIA
P.O. Number	RENEWAL
Order Number	

Bill toATTN: CHERYL ELLIS
TX JEFFERSON COUNTY AUDITOR
1149 PEARL ST 7TH FLR
BOX 2112
BEAUMONT,TX 77701

Terms net 30 days
Maintenance Contract Nbr: 69746325 CONTRACT RENEWAL - Service
1YR. CONTRACT ANN. INV.
Contract Period 09-23-25 TO 09-22-26

	Tax	PMIA Price
SALES TAX	0.00	
INVOICE TOTAL		2,718.00

****
* INSPECTIONS OR MAINTENANCE WORK WILL NOT BE DONE UNTIL PAYMENT IS RECEIVED *
****

Continued...

Andy Saint

APPROVED AUG 2 2 2025

CUMMINS ALLISON

PAYMENT OPTIONS AND INSTRUCTIONS

Check — Please include Payment Slip from page 1 with check payment.

Mail Check to: PO BOX 931958
Atlanta, GA 31193-1958

Make Check Payable: Cummins Allison Corp.

ACH Wire To: Include Invoice #
Account# 4121855316
Routing # 121000248

Credit Card — To pay by credit card, please visit:
https://www.cranepi.com/paymybill

BIC (Swift Routing): WFBIUS6S ACT CTX Format/CCP

SPECIAL HANDLING INSTRUCTIONS

Short Paid: Please contact your local branch at the phone number listed on Page 1 to provide reason for short pa

Tax Exempt: A current copy of your tax exemption certificate is required to be on file with CPI- Cummins Allison
Please email to: accountsreceivable@cumminsallison.com

Changes Required: Please contact your local branch at the phone number listed on Page 1 to provide needed changes.

Design Chute
PO Box 310844
New Braunfels, TX 78131 USA
+18882902669
info@designchute.com
https://designchute.com

Invoice 2954

BILL TO
Heather Salazar
Jefferson County Tax Office
1149 Pearl Street
Beaumont, TX 77701 USA

DATE	PLEASE PAY	DUE DATE
01/31/2025	$1,050.63	04/02/2025

DATE	DESCRIPTION	QTY	RATE	AMOUNT
	JeffCoTax.com Domain Name Renewal - 1-Year	1	17.99	17.99T
	Full Domain Privacy and Protection - Renewal - 1 Year	1	11.88	11.88T
	JeffCoTax.com	Yearly Hosting Renewal. Ultimate Linux Hosting with Dedicated IP Address. AutoSSL.	1	371.88	371.88T
	Website Security Deluxe	Monitoring, Firewall, HTTPS Monitoring in Firewall.	1	215.88	215.88T
	Yearly renewal for info@jeffcotax.com Office365 account. Used to send email securely from website.	1	73.00	73.00T
	Website Health Plan (Renews Annually) 1. Daily Backup: Daily website and database backups, stored securely in the cloud. 90 backups are kept on hand at all times. 2. Software Updates: CMS, framework, plug-in, and PHP updates are performed as deemed safe. 3. Security Monitoring: Install monitoring software. Daily review of security notices. Take action to mitigate risk. Some scenarios require additional time and could incur additional billing. 4. Monthly Reporting: Receive detailed analytics reports each month to help you determine how your website is performing, which pages are popular, and which marketing efforts are paying off. These reports can be used to help develop an effective marketing strategy.	1	360.00	360.00T

APPROVED MAR 1 4 2025

Yearly renewal.

Pay invoice

SUBTOTAL	1,050.63
TAX (0)	0.00
TOTAL	1,050.63
TOTAL DUE	**$1,050.63**

THANK YOU.

Electrical Specialties Inc
1550 Langham Road
Beaumont, TX 77707
(409)860-5211 * Fax (409)860-5851

Invoice

Date	Invoice #
1/1/2025	010125-151

Bill To

Jefferson County Tax Department
P.O. Box 2112
Beaumont, Texas 77704

Terms
Due on receipt

Description	Amount
ANNUAL FIRE & BURGLAR ALARM SYSTEM MONITORING CHARGES	768.00

Regulated by the Texas Department of Licensing and Regulations, PO Box 12157 Austin, Texas 78711, 800-803-9202 or 512-463-6599

Total $768.00

CREDIT CARD PAYMENTS EXCEEDING $500.00 WILL BE CHARGED AN ADDITIONAL 2.5% FEE.

Texas Department *of* Motor Vehicles

HELPING TEXANS GO. HELPING TEXAS GROW.

November 22, 2024

The Honorable Terry Wuenschel
Jefferson County Tax Assessor-Collector
PO Box 2112
Beaumont, TX 77704-2112

Dear Ms. Wuenschel,

Enclosed is an invoice for the fiscal year (FY) 2024 county fees for Registration and Title System (RTS) leased workstation(s) from the Texas Department of Motor Vehicles. The annual fee for leasing each workstation installed prior to FY 24 is $359. Lease fees for workstations installed during FY 24 are prorated based on the date of installation. Circuit line fees for full-service deputy (FSD) are $4,260 per location. All fees may not apply to your county. The fees incurred by your county are listed below. Fiscal Year 2024 covers the period of September 1, 2023, through August 31, 2024.

- Annual leased workstations: 4 at $359 each – based on a full year $1436

Please forward a copy of this letter, invoice, and payment of $1436 in the form of a check, money order, or cashier's check payable to the Texas Department of Motor Vehicles to:

Texas Department of Motor Vehicles
Finance and Operations Division
P.O. Box 5020
Attn: Stephanie Townsend
Austin, TX 78763

If you have any questions regarding this invoice, please contact Heather Baxter at (512) 465-3720 or Heather.Baxter@txdmv.gov. As always, your Regional Service Center is available to assist you.

Sincerely,

Stephanie Townsend
Finance and Operations Division

Attachment

120-1011-415-5077 640

TEXAS DEPARTMENT OF MOTOR VEHICLES

INVOICE

4000 Jackson Avenue
Austin, TX 78731

The Honorable Terry Wuenschel
Jefferson County Tax Assessor-Collector
PO Box 2112
Beaumont, TX 77704-2112

Invoice Number 202429
Invoice Date 11/22/2024
RLS Stat Code 057
Terms Due Upon Receipt

Quantity	Description	Unit Price	Amount
4	Full Year Workstations	$359	$1436
	Prorated Workstations	Varies	
	Circuit Lines		
		Total	$1436

Candy Swart
APPROVED DEC 0 4 2024

Questions concerning this invoice?
Contact Heather Baxter
(512) 465-3720
Heather.Baxter@TxDMV.gov

Make checks payable to:
Texas Department of Motor Vehicles
Attn: Stephanie Townsend
PO Box 5020
Austin, TX 78763-5020

APPROVED DEC 0 4 2024

120-1011-415-5077

641

PEREGRINE CORPORATION
PRINTED BUSINESS PRODUCTS & SERVICES
P.O. Box 14190 / Monroe, LA 71207 / (318) 325-4762

INVOICE NO.	0069189
CUSTOMER NO.	10-00018849
INVOICE DATE	10/28/2025
INVOICE TOTAL	30599.10

SOLD TO:

012253

JEFFERSON COUNTY TAX COLLECTOR 172
~~ALLISON NATHAN GETZ~~ Kate Carroll
PO BOX 2112
BEAUMONT, TX 77704-2112

AMOUNT ENCLOSED $ _____

SHIP TO:

JEFFERSON COUNTY TAX COLLECTOR
~~ALLISON NATHAN GETZ~~ Kate Carroll
PO BOX 2112
BEAUMONT, TX 77704

☐ CHECK HERE IF ADDRESS HAS CHANGED AND INDICATE CHANGES ON REVERSE

DETACH TOP PORTION AND RETURN WITH YOUR REMITTANCE

CUSTOMER NO.	CUSTOMER P.O. NO.	TERMS:	SHIPPED VIA	REPRESENTATIVE
10-00018849	CINDY SAVANT	NET DUE UPON RECEIPT OF INVOICE	US Mail	Tom Stith

QUANTITY SHIPPED	DESCRIPTION	UNIT	UNIT PRICE	EXTENDED AMOUNT
125,172	TAX BILLS- FILE DATE1017	EACH	.03900	4,881.71
75,791	#9 RETURN ENV TAX 10918849 109-18849	EACH	.02800	2,122.15
77,847	#10 TAX BILLS 11018849 110-18849	EACH	.02800	2,179.72
125,172	SERVICES 100PERFED0	EACH	.04400	5,507.57
1	ADDT POSTAGE- $40000 DEPOSIT RECVD	EA	15762.2	15,762.20

SUBTOTAL	30453.35
SALES TAX	0.00
SHIPPING	145.75
INVOICE TOTAL	**30599.10**

Cindy Savant.
APPROVED NOV 0 4 2025

A 1 1/2% LATE CHARGE PER MONTH **(18% ANNUAL RATE)** WILL BE APPLIED TO OVERDUE INVOICES. ACCEPTANCE OF THIS INVOICE INDICATES AGREEMENT TO PAY AT STATED TERMS. CUSTOMER ALSO AGREES TO PAY ALL COSTS OF COLLECTION INCLUDING A REASONABLE ATTORNEY'S FEE.

INVOICE NUMBER	INVOICE DATE	SHIP DATE
0069189	10/28/2025	10/21/2025

PEREGRINE CORPORATION
PRINTED BUSINESS PRODUCTS & SERVICES
P.O. Box 14190 / Monroe, LA 71207 / (318) 325-4762

10-TS5307

Invoice

RT LAWRENCE CORPORATION

P O Box7000
Artesia, CA 90702-7000

Date	Invoice #
10/31/2025	50208

Bill To	Ship To
Jefferson County Tax Assessor Kate Carroll 1149 Pearl St. Beaumont, TX 77701-3321	Jefferson County Tax Assessor Kate Carroll 1149 Pearl St. Beaumont, TX 77701-3321

P.O. Number	Terms	Rep	Ship	Via	F.O.B.	Project
	Net 60		10/31/2025			

Quantity	Item Code	Description	Price Each	Amount
		Annual Support Renewal from 12/01/25 to 11/30/26		
		Hardware		
2	Canon CR-190 AS	Canon CR-190	739.85	1,479.70T
		Software		
1	RTLFirst Scan Can...	RTLFirst Scan Module - Canon	630.57	630.57T
1	RTLFirst Scan Can...	RTLFirst Scan Module - Canon	572.66	572.66T
1	RTLFirst Proc (A2i...	Mitek Processor	409.31	409.31T
1	RTLFiRST Proc. M...	RTLFiRST Process Module	746.43	746.43T
1	RTLFiRST Supervi...	RTLFiRST Supervisor License (1st User)	343.60	343.60T
1	RTLFiRST Verify ...	RTLFiRST Verification License (1st User)	343.60	343.60T
1	RTLImage Single AS	FiRSTVIEW Imaging (1st User)	858.32	858.32T
1	RTLFirst Check 21 ...	RTLFirst Check 21	1,029.46	1,029.46T
1	Mitek Image Score ...	Mitek Image Score	343.60	343.60T
1	RTLFiRST Base AS	Initial Operation	0.00	0.00T
1	Smart Find A S	Smart Find	230.39	230.39T
1	Real Time Lookup ...	Real Time Lookup	916.25	916.25T
		Out-of-state sale, exempt from sales tax	0.00%	0.00

626 838-5000 866 330-3495 Fax

Total $7,903.89

CONTRACT NUMBER:
HHS001582500013
AGENCY ID: 24905342

N502 FORM-2282G
JUNE 2022

TEXAS DEPARTMENT OF FAMILY AND PROTECTIVE SERVICES GRANT CONTRACT

I. PURPOSE.

The Texas Department of Family and Protective Services (DFPS) and Jefferson County (Grantee) (referred to herein as each a "Party" and collectively as the "Parties") enter into this Contract to provide a mechanism to allow the County providing Title IV-E allowable services the opportunity to obtain federal funding for Foster Care Maintenance payments, administrative and training expenditures. The Grantee will also establish a Child Welfare Board (Board).

II. LEGAL AUTHORITY.

This Contract is entered under DFPS' statutory authority in Texas Human Resources Code Section 40.056 and Texas Government Code Chapter 791.

III. CONTRACT TERM.

This Contract starts on October 1, 2025, and ends on September 30, 2032, and can be renewed, extended, or terminated as provided for in this Contract.

IV. TOTAL AMOUNT OF THIS CONTRACT.

All expenditures under this Contract will be in accordance with the DFPS approved Attachment B: Budget and Cost Allocation Plan (Attachment B). No later than September 1st of each year, Contractor will submit its proposed Attachment B: Budget and Cost Allocation Plan for the upcoming State of Texas fiscal year to DFPS. If DFPS approves the Attachment B, both parties agree to incorporate the approved Attachment B into this Contract in lieu of any and all prior budget documents. If Contractor fails to submit a proposed Attachment B: Budget and Cost Allocation Plan for the upcoming State of Texas fiscal year, both parties agree to assume that Contractor will have the same budget and expenditures and use the most recently DFPS approved Attachment B as the budget for the next State of Texas fiscal year. This clause does not prohibit DFPS and Contractor from negotiating budgetary changes throughout the course of the Contract.

V. STATEMENT OF WORK.

The Grantee will perform the work and provide services as provided for in Attachment A (Statement of Work). All work and services provided under this Contract must be in accordance with all state, federal laws, rules, and regulations.

CONTRACT NUMBER:
HHS001582500013
AGENCY ID: 24905342

N502 FORM-2282G
JUNE 2022

VI. CONTRACT MANAGER.

The following will act as the Contract Managers authorized to administer activities and receive general correspondence under this Contract.

A. DFPS

DFPS will provide written notice of the assigned contract manager.
All correspondence will be sent to:
CPS Regional Contracts
Address: P.O. Box 630050, Nacogdoches, Texas 75963
Email: dfpscpsregionalcontractsr45@dfps.texas.gov

B. GRANTEE

Name: Jeff Branick
Title: County Judge
Address: 1149 Pearl Street, Beaumont, Texas 77701
Phone: (409) 835-8466
Email: jbranick@co.jefferson.tx. us

VII. ATTACHMENTS.

The Parties agree to comply with following Attachments and that they are attached and incorporated as part of this Contract.

Attachment A - Statement of Work
Attachment B - Budget Form 2030 and Cost Allocation Plan
Attachment C - Uniform Terms & Conditions
Attachment D - Supplemental & Special Conditions
Attachment E - Federal Assurances and Certifications

By signing below, the following signatories certify that they have the requisite legal authority to bind their respective Party.

GRANTEE

Jeff Branick
County Judge
Date: 5/2&/25

DFPS

Erica Bañuelos, MSW, LCPAA
Digitally signed by Erica Bañuelos, MSW, LCPAA
Date: 2025.05.20 13:52:41 -05'00'

Erica Banuelos
Associate Commissioner, CPS
Date: _____

Texas Dept. of Family and Protective Services

Budget for Title IV-E
County Child Welfare Services Contract

Form 2030 CWIVE
Last Updated December 2021

CWIVE Summary

Please select your County and Budget Effective Date from drop down boxes below.

County: JEFFERSON COUNTY
Contract Number: HHS000285000032
Budget Effective Date: 10/1/2025-9/30/2026

Cost Category		Estimated Total Expenses Allocable to Title IV-E	Total Anticipated Federal Reimbursement	Total Anticipated County Match
A. Administration				
A.1. Direct Personnel Salaries		$0.00	$0.00	$0.00
A.2. Direct Personnel Fringe Benefits		$0.00	$0.00	$0.00
A.3. Direct Personnel Travel		$0.00	$0.00	$0.00
A.4. Direct Materials and Supplies		$1,500.00	$273.01	$1,226.99
A.5. Direct Equipment		$0.00	$0.00	$0.00
A.6. Direct Other Costs		$9,200.00	$1,674.45	$7,525.55
Total Administration:		**$10,700.00**	**$1,947.45**	**$8,752.55**
B. Training				
B.1. Title IV-E Training (75%)		$0.00	$0.00	$0.00
B.2. Title IV-E Fostering Connections Training (75%)		$0.00	$0.00	$0.00
B.3. Non-Title IV-E Training (50%)		$0.00	$0.00	$0.00
Total Training:		**$0.00**	**$0.00**	**$0.00**
C. Supplemental Foster Care Maintenance (SFCM)				
Total SFCM:		**$33,000.00**	**$19,800.00**	**$13,200.00**
D. Indirect Costs (if applicable)				
Total Indirect Costs:	$0.00	**$0.00**	**$0.00**	**$0.00**
Grand Total:		**$43,700.00**	**$21,747.45**	**$21,952.55**

*Estimated Federal Reimbursement for expenses based on Eligible Population Rate (EPR) during 2nd quarter of the preceding fiscal year. Actual reimbursement will be based on EPR in effect for the county during the month in which expenses were	**36.40%**
* Estimated Federal Reimbursement for Supplemental Foster Care Maintenance expenses based on Federal Medicaid Assistance Percentage (FMAP) rate in effect during preceding fiscal year. Actual reimbursement will be based on FMAP rate in effect at the time reimbursement is made.	**60.00%**
Indirect Cost Rate, if applicable (attach a copy of the approved Certificate of Indirect Costs):	**0.00%**

Contractor Certification

Signature

3/20/25
Date

Jeff Branick County Judge
Printed Name & Title

Budget for Title IV-E
County Child Welfare Services Contract

Administration
A.1. Direct Personnel Salaries

County: JEFFERSON COUNTY
Contract Number: HHS000285000032
Budget Effective Date: 10/1/2025-9/30/2026

Position or Title	Monthly Salary	% of Time Spent on IV-E Activities	Number of Months of Service	Estimated Total Expense* (AxBxC)
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
			Total Direct Personnel Salaries:	**$0.00**

Budget for Title IV-E
County Child Welfare Services Contract

Administration
A.2. Direct Personnel Fringe Benefits

County: JEFFERSON COUNT
Contract Number: HHS000285000032
Budget Effective Date: 10/1/2025-9/30/2026

Type of Fringe Benefits	Estimated Total Expense*
Total Direct Personnel Fringe Benefits:	$0.00

Texas Dept. of Family and Protective Services

Budget for Title IV-E
County Child Welfare Services Contract

Form 2030 CWIVE
Last Updated December 2021

Training
B.1. Title IV-E Training (75%)

County: JEFFERSON COUNTY
Contract Number: HHS000285000032
Budget Effective Date: 10/1/2025-9/30/2026

Training (Description and Title)	Registration* (amount allocable to Title IV-E)	Lodging* (amount allocable to Title IV-E)	Meals* (amount allocable to Title IV-E)	Transportation (amount allocable to Title IV-E)	Number of Employees Attending	Training Material Cost	Subtotal
							$0.00
							$0.00
							$0.00
							$0.00
							$0.00
							$0.00
							$0.00
							$0.00
							$0.00
							$0.00
							$0.00
							$0.00
							$0.00
							$0.00

* estimated amount allocable to Title IV-E

NOTE: Form 9321 Training Expense Documentation Form must be submitted to DFPS for review/approval by Federal Funds prior to training.

Budget for Title IV-E
County Child Welfare Services Contract

Estimated Total Expense*
$0.00
$0.00
$0.00
$0.00
$0.00
$0.00
$0.00
$0.00
$0.00
$0.00
$0.00
$0.00
$0.00
$0.00
$0.00
$0.00

Texas Dept. of Family and Protective Services

Budget for Title IV-E
County Child Welfare Services Contract

Form 2030 CWIVE
Last Updated December 2021

Administration
A.3. Direct Personnel Travel

County: **JEFFERSON COUNT**
Contract Number: **HHS000285000032**
Budget Effective Date: **10/1/2025-9/30/2026**

Type of Travel Expense Note: only include travel NOT related to personnel training	**Estimated Total Expense***
Total Direct Personnel Travel:	**$0.00**

Texas Dept. of Family and Protective Services

Budget for Title IV-E
County Child Welfare Services Contract

Form 2030 CWIVE
Last Updated December 2021

Administration
A.4. Direct Materials and Supplies

County: **JEFFERSON COUNT**
Contract Number: **HHS000285000032**
Budget Effective Date: **10/1/2025-9/30/2026**

Materials and Supplies (description)	**Estimated Total Expense***
Recruitment materials and supplies	$500.00
Overhead expenses	$500.00
General office supplies	$500.00
Total Direct Materials and Supplies:	**$1,500.00**

Texas Dept. of Family and Protective Services

Budget for Title IV-E
County Child Welfare Services Contract

Form 2030CWIVE
Last Updated December 2021

Administration
A.5. Direct Equipment

County: JEFFERSON COUNTY
Contract Number: HHS000285000032
Budget Effective Date: 10/1/2025-9/30/2026

Equipment (description)	Method Used (rent/lease/ purchase)	Estimated Total Expense*
	Total Direct Equipment:	$0.00

Texas Dept. of Family and Protective Services

Budget for Title IV-E
County Child Welfare Services Contract

Form 2030 CWIVE
Last Updated December 2021

Administration
A.6. Direct Other Costs

County: **JEFFERSON COUNT**
Contract Number: **HHS000285000032**
Budget Effective Date: **10/1/2025-9/30/2026**

Other Costs (description)	Estimated Total Expense*
Storage room rental	$7,200.00
Citations	$500.00
Birth Certificates	$500.00
Resources books and publications	$500.00
Film & Photo Processing and Related Costs	$500.00
Total Other Costs:	**$9,200.00**

Texas Dept. of Family and Protective Services

Budget for Title IV-E
County Child Welfare Services Contract

Form 2030 CWIVE
Last Updated December 2021

Training
B.2. Title IV-E Fostering Connections Training (75%)

County: JEFFERSON COUNTY

Contract Number: HHS000285000032

Budget Effective Date: 10/1/2025-9/30/2026

Training (Description and Title)	**Registration*** (amount allocable to Title IV-E)	**Lodging*** (amount allocable to Title IV-E)	**Meals*** (amount allocable to Title IV-E)	**Transportation*** (amount allocable to Title IV-E)	**Training Material Cost**	**Number of Attendees**

Budget for Title IV-E
County Child Welfare Services Contract

Subtotal	Estimated Total Expense*
$0.00	$0.00
$0.00	$0.00
$0.00	$0.00
$0.00	$0.00
$0.00	$0.00
$0.00	$0.00
$0.00	$0.00
$0.00	$0.00
$0.00	$0.00
$0.00	$0.00
$0.00	$0.00
$0.00	$0.00
$0.00	$0.00
$0.00	$0.00
	$0.00

Texas Dept. of Family
and Protective Services

Budget for Title IV-E
County Child Welfare Services Contract

Form 2030 CWIVE
Last Updated December 2021

Training
B.3. Non-Title IV-E Training (50%)

County: JEFFERSON COUNTY
Contract Number: HHS000285000032
Budget Effective Date: 10/1/2025-9/30/2026

Training (Description and Title)	Registration*	Lodging*	Meals*	Transportation*	Training Material Cost	Number of Employees Attending	Subtotal
							$0.00
							$0.00
							$0.00
							$0.00
							$0.00
							$0.00
							$0.00
							$0.00
							$0.00
							$0.00
							$0.00
							$0.00
							$0.00
							$0.00
							$0.00

Budget for Title IV-E
County Child Welfare Services Contract

Estimated Total Expense*
$0.00
$0.00
$0.00
$0.00
$0.00
$0.00
$0.00
$0.00
$0.00
$0.00
$0.00
$0.00
$0.00
$0.00
$0.00
$0.00

Texas Dept. of Family and Protective Services

Budget for Title IV-E
County Child Welfare Services Contract

Form 2030 CWIVE
Last Updated December 2021

Supplemental Foster Care Maintenance (SFCM)

County: **JEFFERSON COUNT**
Contract Number: **HHS000285000032**
Budget Effective Date: **10/1/2025-9/30/2026**

Supplemental FC Maintenance (description)	**Estimated Total Expense***
Daycare	$1,000.00
Gifts	$25,000.00
Graduation Expenses	$1,500.00
Personal Items	$3,500.00
School Supplies	$1,000.00
Reasonable Child Specific Travel	$1,000.00
Total SFCM Costs:	**$33,000.00**

Budget Narrative

County: **JEFFERSON COUNTY**
Contract Number: **HHS000285000032**
Budget Effective Date: **10/1/2025-9/30/2026**

characters, you will have to either manually insert a return at the end of each line (Alt-Enter) or go to the next row/cell below to type the remaining text.

Clearly describe each expense to be incurred and billed to this contract. Refer to Title IV-E Finance Handbook for detailed information regarding allowable expenses, documentation requirements, etc.
http://www.dfps.state.tx.us/handbooks/Title_IVE_County/default.asp

A. Administration

A.1. Direct Personnel Salaries

A.2. Direct Personnel Fringe Benefits

A.3. Direct Personnel Travel

A.4. Direct Materials and Supplies
Includes supplies for recruitment of foster home; public/community awareness expenses related to recruitment of foster homes; office supplies for record keeping and DFPS files; and overhead expenses including, but not limited to, stationery, postage, and banking

A.5. Direct Equipment

A.6. Direct Other Costs

Includes citation by publication, costs of documentation to establish identity (birth certifcates); resource books and publications for DFPS eligibility and guidelines; file for documentation and records of DFPS cases; and storage room rental to store supplies for Title IV-E events

B. Training

B.1. Title IV-E Training (75%)

B.2. Title IV-E Fostering Connections Training (75%)

B.3. Non-Title IV-E Training (50%)

C. Supplemental Foster Care Maintenance (SFCM)
Includes daycare, gifts, graduation expenses, personal items, school supplies, and reasonable travel provided for the child to visit parents,siblings, relatives, or other caretakers at home or other appropriate location.

D. Indirect Costs (if applicable)

TEXAS DEPARTMENT OF FAMILY AND PROTECTIVE SERVICES
VENDOR CERTIFICATIONS AND AFFIRMATIONS

By entering into this Contract, Contractor, without exception affirms, certifies, understands, and agrees to adhere to the following Certifications and Affirmations throughout the life of the Contract.

Additionally, Contractor represents and warrants that these Certifications and Affirmations apply to Contractor and all of Contractor's principals, officers, directors, shareholders, partners, owners, agents, employees, subcontractors, independent contractors, and any other representatives who may provide services and/or goods under, or who have a financial or any other interest in this Contract.

If the Contractor, at any time during the Contract Term, no longer can certify and/or affirm any of the Certifications and Affirmations for itself or persons/entities identified below, the Contractor will promptly disclose such to DFPS.

As instructed by DFPS, Contractor agrees to comply with any requirements and provide the documents that are necessary to maintain compliance with the following Certifications and Affirmations.

A. **Abortion Provider and Affiliate Transactions Prohibited.** Contractor certifies that this Contract is not a taxpayer resource transaction prohibited by Texas Government Code §2273.003 made by DFPS to the Contractor and Contractor's Receipt of appropriated funds under this Contract are not prohibited by Article IX, Section 6.24 of the General Appropriations Act.
B. **Antitrust Affirmation.** Contractor has not violated state or federal antitrust laws and has not communicated its bid for this Contract directly or indirectly to any competitor or any other person engaged in such line of business. Contractor hereby assigns to DFPS any claims for overcharges associated with this Contract under 15 U.S.C. §1, et seq., and Texas Business and Commerce Code §15.01, et seq.
C. **Buy Texas Affirmation.** If this Contract is for services, the Contractor will comply with Texas Government Code §2155.4441 for the purchase of products and materials produced in the State of Texas. However, this Section is not applicableto Contracts or Agreements with federal funding that further prohibits the use of geographic preferences.
D. **Child Support Affirmation Obligation.** Under Texas Family Code §231.006 (relating to delinquent child support), Contractor acknowledges that it is not ineligible to receive the specified Grant, loan, or payment and acknowledges that this Contract will be terminated, and payment will be withheld if this certification is found to be inaccurate.
E. **Contracting Information Responsibilities.** The requirements of Texas Government Code 552, Subchapter J may apply to this Contract, and the Contractor agrees that this Contract can be terminated if the Contractor knowingly or intentionally fails to

comply with a requirement of this Subchapter.

F. COVID-19 Vaccine Documentation. Contractor represents and warrants that it is in compliance with Section §161.0085(c) of the Texas Health and Safety Code and is eligible, pursuant to this Section, to receive a grant or enter into a contract with DFPS payable with state funds.

G. Dealing with Public Servants. Contractor has not given or offered to give and does not 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 in connection with this Contract.

H. Entities that Boycott Israel. If the Contractor is a "Company" under Texas Government Code §808.001, at the time of executing this Contract, the Contractor is certifying that it does not boycott Israel and will not boycott Israel during the term of this Contract.

I. Excluded Parties. Contractor is not listed on the federal government's terrorism watch list described in Executive Order 13224. Entities ineligible for federal procurement or award are listed at https://sam.gov/search/?index. This Contract will be terminated, and payment withheld if this certification is inaccurate. This provision will be included in its entirety in Contractor's subcontracts.

J. Executive Head of a State Agency Affirmation. Under Texas Government Code §669.003 (relating to contracting with the executive head of a state agency), Contractor acknowledges that it is not the executive head of DFPS, was not at any time during the past four years the executive head of DFPS and does not employ a current or former executive head of DFPS.

K. Firearm and Ammunition Industries Discrimination Prohibition. For contracts entered into on or after September 1, 2021, if the Contractor is a Company under Texas Government Code §2274.002, at the time of executing this Contract, the Contractor certifies that it is exempt under that section, or it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of the Contract against a firearm entity or firearm trade association.

L. Foreign Adversary Ownership Prohibited. Contractor certifies, represents, and warrants that for the term of this Contract, Contractor is not and, if applicable, any of its holding companies or subsidiaries, is not:

1. Listed in Section 889 of the 2019 National Defense Authorization Act (NDAA);
2. Listed in Section 1260H of the 2021 NDAA;
3. Owned by the government of a country on the U.S. Department of Commerce's foreign adversaries list under 15 C.F.R. § 791.4; or
4. Controlled by any governing or regulatory body located in a country on the U.S. Department of Commerce's foreign adversaries list under 15 C.F.R. § 791.4.

M. Foreign Terrorists Organizations. Under Texas Government Code

§2252.152, the Contractor warrants that it is not engaged in business with Iran, Sudan, or a foreign terrorist organization.

N. Franchise Tax Status. Contractor acknowledges that it is not currently delinquent in the payment of any franchise taxes owed to the State of Texas under Texas Tax Code Chapter 171.

O. Human Trafficking Prohibition. Under Texas Government Code §2155.0061, Contractor certifies that it is not ineligible to receive this contract and acknowledges that this contract may be terminated, and payment withheld if it is found that during the five-year period preceding the date of this Contract, the Contractor was convicted of any offense related to the direct support or promotion of human trafficking.

P. Lobbying Prohibition. Payments to Contractor and Contractor's receipt of appropriated or other funds under this Contract are not prohibited by Texas Government Code §§556.005, 556.0055, or 556.008 (relating to use of appropriated money or state funds to employ or pay lobbyists, lobbying expenses, or influence legislation).

Q. Prior Disaster Relief Contract Violation. Under Texas Government Code §§2155.004 (regarding the prohibition of certain financial participation by persons) and 2155.006 and 2261.053 (both relating to ability to receive this Contract, and convictions or penalties regarding Hurricane Rita, Hurricane Katrina or other disasters), Contractor acknowledges that it is not ineligible to receive this Contract, and that this Contract will be terminated and payment withheld if this certification is found to be inaccurate.

R. Suspension and Debarment. Contractor is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency under the regulations implementing Executive Order 12549 and Executive Order 12689, 2 CFR Part 376 Debarment and Suspension, and any relevant regulations promulgated by the department or agency funding this project. Contractor agrees that this provision will be included in its entirety in Contractor's Subcontracts if payment in whole or in part is from federal funds. Furthermore, Contractor acknowledges that it has not been subjected to suspension, debarment, or similar ineligibility determined by any state or local governmental entity.

By signing below, the following individual represents that he/she has the requisite legal authority to bind the Contractor, and further certifies, affirms, represents, and warrants that the Contractor adheres to the above Certifications and Affirmations at time of execution and throughout the Contract Term.

CONTRACTOR

X

NAME: Fran Lee

TITLE: County Auditor

DATE: 11/19/2025

NAME	AMOUNT	CHECK NO.665	TOTAL
JURY FUND			
DAWN DONUTS	130.50	534450	
FUNCTION 4 LLC	673.00	534460	
			803.50**
ROAD & BRIDGE PCT.#1			
SPIDLE & SPIDLE	3,719.20	534311	
ENTERGY	109.31	534329	
ACE IMAGEWEAR	125.13	534352	
GOLDEN TRIANGLE GLASS CO	89.85	534415	
ASCO	1,904.45	534436	
FUNCTION 4 LLC	25.00	534460	
ODP BUSINESS SOLUTIONS, LLC	18.80	534501	
MASSEY SERVICES INC	40.00	534519	
FUNCTION 4 LLC	95.00	534535	
			6,126.74**
ROAD & BRIDGE PCT.#2			
ACE GLASS & MIRROR, INC.	415.46	534307	
MUSTANG CAT	167,783.18	534345	
PHILPOTT MOTORS, INC.	125.42	534347	
RITTER @ HOME	17.37	534350	
AT&T	98.26	534358	
BUMPER TO BUMPER	320.00	534398	
CENTERPOINT ENERGY RESOURCES CORP	162.35	534399	
BOSCO INDUSTRIES	260.00	534453	
FUNCTION 4 LLC	25.00	534460	
MASSEY SERVICES INC	40.00	534519	
FUNCTION 4 LLC	95.00	534535	
			169,342.04**
ROAD & BRIDGE PCT. # 3			
CINTAS, INC.	90.00	534319	
ENTERGY	50.20	534329	
ACE IMAGEWEAR	302.40	534352	
SOUTHERN TIRE MART, LLC	1,675.49	534368	
ALL SERV INDUSTRIAL LLC	142.00	534412	
ON TIME TIRE	110.00	534427	
WALLER COUNTY ASPHALT	11,442.87	534452	
FUNCTION 4 LLC	50.00	534460	
FUNCTION 4 LLC	95.00	534535	
			13,957.96**
ROAD & BRIDGE PCT.#4			
CINTAS, INC.	371.79	534319	
AT&T	56.13	534358	
ON TIME TIRE	136.99	534427	
FUNCTION 4 LLC	25.00	534460	
IMAGE 360 BEAUMONT	134.56	534468	
O'REILLY AUTO PARTS	324.81	534470	
GULF COAST	436.05	534478	
WASHINGTON COUNTY TRACTOR, INC	277.48	534491	
FUNCTION 4 LLC	95.00	534535	
			1,857.81**
ENGINEERING FUND			
FUNCTION 4 LLC	50.00	534460	
MICHELLE FALGOUT	833.37	534492	
FUNCTION 4 LLC	95.00	534535	
			978.37**
PARKS & RECREATION			
ENTERGY	30.31	534329	
RITTER @ HOME	182.77	534350	
BRAUD VAUGHN & WILLIAMSON INSURANCE	3,186.56	534400	
			3,399.64**
GENERAL FUND			
TAX OFFICE			
ACE IMAGEWEAR	43.75	534352	
UNITED STATES POSTAL SERVICE	537.06	534383	

NAME	AMOUNT	CHECK NO.666	TOTAL
CUMMINS-ALLISON CORP	152.47	534431	
NEMO-Q	4,939.00	534439	
FUNCTION 4 LLC	150.00	534460	
ODP BUSINESS SOLUTIONS, LLC	705.03	534501	
AMAZON CAPITAL SERVICES	240.95	534506	
MASSEY SERVICES INC	40.00	534519	
FUNCTION 4 LLC	475.00	534535	
			7,283.26*
COUNTY HUMAN RESOURCES			
UNITED STATES POSTAL SERVICE	1.48	534383	
BAPTIST PHYSICIAN NETWORK	232.00	534385	
FUNCTION 4 LLC	25.00	534460	
			258.48*
AUDITOR'S OFFICE			
UNITED STATES POSTAL SERVICE	2.64	534383	
FUNCTION 4 LLC	25.00	534460	
FUNCTION 4 LLC	155.00	534535	
			182.64*
COUNTY CLERK			
ULINE SHIPPING SUPPLY SPECIALI	56.50	534364	
UNITED STATES POSTAL SERVICE	261.35	534383	
FUNCTION 4 LLC	75.00	534460	
ODP BUSINESS SOLUTIONS, LLC	207.11	534501	
FUNCTION 4 LLC	285.00	534535	
			884.96*
COUNTY JUDGE			
REGINA BELL	500.00	534309	
WELLS PEYTON & PARTAIN, LLP	500.00	534314	
CATHERINE BRUNEY	500.00	534333	
GERMER PLLC	500.00	534372	
ROCKY LAWDERMILK	1,800.00	534388	
J.T. HAYNES	500.00	534403	
KENT W JOHNS	500.00	534422	
DUNHAM HALLMARK PLLC	500.00	534423	
THOMSON REUTERS-WEST	137.38	534437	
SNIDER LAW FIRM PLLC	500.00	534441	
FUNCTION 4 LLC	25.00	534460	
THE MAYO LAW FIRM PLLC	500.00	534461	
ODP BUSINESS SOLUTIONS, LLC	297.77	534501	
AMAZON CAPITAL SERVICES	33.20	534506	
FUNCTION 4 LLC	95.00	534535	
			6,888.35*
RISK MANAGEMENT			
UNITED STATES POSTAL SERVICE	.74	534383	
FUNCTION 4 LLC	25.00	534460	
FUNCTION 4 LLC	95.00	534535	
			120.74*
COUNTY TREASURER			
UNITED STATES POSTAL SERVICE	292.62	534383	
FUNCTION 4 LLC	25.00	534460	
ODP BUSINESS SOLUTIONS, LLC	147.72	534501	
AMAZON CAPITAL SERVICES	27.96	534506	
FUNCTION 4 LLC	95.00	534535	
			588.30*
PRINTING DEPARTMENT			
TRIANGLE BLUE PRINT CO., INC.	15.00	534362	
FUNCTION 4 LLC	200.00	534460	
FUNCTION 4 LLC	719.00	534535	
			934.00*
PURCHASING DEPARTMENT			
UNITED STATES POSTAL SERVICE	11.82	534383	
FUNCTION 4 LLC	25.00	534460	
FUNCTION 4 LLC	120.00	534535	
			156.82*
GENERAL SERVICES			

NAME	AMOUNT	CHECK NO.667	TOTAL
CASH ADVANCE ACCOUNT	50.00	534339	
SPINDLETOP MHMR	38,984.75	534341	
SOUTHEAST TEXAS WATER	74.95	534356	
TEXAS WILDLIFE DAMAGE MGMT FUND	3,200.00	534359	
GERMER PLLC	2,007.50	534372	
MILLIMAN	9,200.00	534409	
K2 TOWERS III, LLC	2,435.00	534494	
CHARTER COMMUNICATIONS	408.78	534499	
			56,360.98*
DATA PROCESSING			
CDW COMPUTER CENTERS, INC.	38,652.14	534371	
FUNCTION 4 LLC	25.00	534460	
AMAZON CAPITAL SERVICES	375.30	534506	
BRANDON TRAN	412.00	534532	
FUNCTION 4 LLC	95.00	534535	
			39,559.44*
VOTERS REGISTRATION DEPT			
UNITED STATES POSTAL SERVICE	190.76	534383	
FUNCTION 4 LLC	25.00	534460	
AMG PRINTING & MAILING LLC	2,625.00	534463	
ODP BUSINESS SOLUTIONS, LLC	363.76	534501	
FUNCTION 4 LLC	95.00	534535	
			3,299.52*
ELECTIONS DEPARTMENT			
ULINE SHIPPING SUPPLY SPECIALI	1,795.72	534364	
ELECTION SYSTEMS & SOFTWARE LLC	954.29	534376	
UNITED STATES POSTAL SERVICE	36.26	534383	
PENSKE TRUCK LEASING CO LP	2,117.06	534393	
FUNCTION 4 LLC	50.00	534460	
ODP BUSINESS SOLUTIONS, LLC	68.00	534501	
FUNCTION 4 LLC	190.00	534535	
			5,211.33*
DISTRICT ATTORNEY			
ROBERT P. ORTEGO	545.00	534308	
HERNANDEZ OFFICE SUPPLY, INC.	1,170.33	534332	
JEFFERSON CTY. DISTRICT ATTORNEY	20,600.00	534337	
TEXAS DISTRICT & COUNTY ATTY ASSN.	85.00	534360	
UNITED STATES POSTAL SERVICE	39.71	534383	
ADA V. CHRISTY, CSR	178.50	534390	
THOMSON REUTERS-WEST	540.52	534437	
FUNCTION 4 LLC	125.00	534460	
CAMEO TRAVEL SERVICE	2,323.94	534502	
AMAZON CAPITAL SERVICES	1,559.33	534506	
TOMMY COLEMAN	35.00	534508	
FUNCTION 4 LLC	380.00	534535	
			27,582.33*
DISTRICT CLERK			
UNITED STATES POSTAL SERVICE	358.41	534383	
KOFILE TECHNOLOGIES INC	49,999.95	534425	
FUNCTION 4 LLC	25.00	534460	
AERIALINK	315.25	534521	
FUNCTION 4 LLC	95.00	534535	
			50,793.61*
CRIMINAL DISTRICT COURT			
DONALD W. DUESLER & ASSOC.	8,750.00	534323	
MARSHA NORMAND	8,750.00	534346	
KEVIN S. LAINE	4,375.00	534369	
JOHN D WEST	8,750.00	534377	
LANGSTON ADAMS	8,750.00	534389	
JASON ROBERT NICKS	4,375.00	534416	
TURK LAW FIRM	8,750.00	534433	
FUNCTION 4 LLC	50.00	534460	
RAEGAN MINALDI	8,750.00	534518	
FUNCTION 4 LLC	190.00	534535	
			61,490.00*
58TH DISTRICT COURT			

NAME	AMOUNT	CHECK NO.668	TOTAL
FUNCTION 4 LLC	25.00	534460	
			25.00*
60TH DISTRICT COURT			
FUNCTION 4 LLC	25.00	534460	
FUNCTION 4 LLC	95.00	534535	
			120.00*
136TH DISTRICT COURT			
LEXIS-NEXIS	125.00	534384	
FUNCTION 4 LLC	25.00	534460	
FUNCTION 4 LLC	95.00	534535	
			245.00*
172ND DISTRICT COURT			
FUNCTION 4 LLC	25.00	534460	
FUNCTION 4 LLC	95.00	534535	
			120.00*
252ND DISTRICT COURT			
WENDELL RADFORD	900.00	534348	
MIKE VAN ZANDT	8,750.00	534365	
KEVIN S. LAINE	4,375.00	534369	
CHARLES ROJAS	8,750.00	534374	
SUMMER TANNER	12,925.00	534405	
JASON ROBERT NICKS	4,375.00	534416	
BRITTANIE HOLMES	8,750.00	534430	
WILLIAM MARCUS WILKERSON	5,372.50	534432	
FUNCTION 4 LLC	50.00	534460	
MARVIN LEWIS JR	8,750.00	534471	
ODP BUSINESS SOLUTIONS, LLC	208.22	534501	
FUNCTION 4 LLC	190.00	534535	
			63,395.72*
279TH DISTRICT COURT			
THOMSON REUTERS-WEST	63.00	534437	
FUNCTION 4 LLC	25.00	534460	
FUNCTION 4 LLC	95.00	534535	
			183.00*
317TH DISTRICT COURT			
NATHAN REYNOLDS, JR.	512.00	534349	
CHARLES ROJAS	1,050.00	534374	
KIMBERLY PHELAN, P.C.	325.00	534401	
RONALD PLESSALA	325.00	534410	
MATUSKA LAW FIRM	425.00	534443	
FUNCTION 4 LLC	25.00	534460	
FUNCTION 4 LLC	95.00	534535	
			2,757.00*
JUSTICE COURT-PCT 1 PL 1			
UNITED STATES POSTAL SERVICE	28.26	534383	
THOMSON REUTERS-WEST	137.38	534437	
FUNCTION 4 LLC	25.00	534460	
			190.64*
JUSTICE COURT-PCT 1 PL 2			
UNITED STATES POSTAL SERVICE	10.36	534383	
FUNCTION 4 LLC	25.00	534460	
ODP BUSINESS SOLUTIONS, LLC	72.25	534501	
FUNCTION 4 LLC	95.00	534535	
			202.61*
JUSTICE COURT-PCT 4			
CARPENTER'S TIME CENTER INC.	480.00	534318	
AT&T	56.13	534358	
FUNCTION 4 LLC	25.00	534460	
FUNCTION 4 LLC	95.00	534535	
			656.13*
JUSTICE COURT-PCT 6			
UNITED STATES POSTAL SERVICE	29.47	534383	
FUNCTION 4 LLC	25.00	534460	

NAME	AMOUNT	CHECK NO.669	TOTAL
DIRECTV, LLC	111.99	534496	
FUNCTION 4 LLC	95.00	534535	
			261.46*
JUSTICE COURT-PCT 7			
AMAZON CAPITAL SERVICES	58.77	534506	
			58.77*
JUSTICE OF PEACE PCT. 8			
FUNCTION 4 LLC	25.00	534460	
FUNCTION 4 LLC	95.00	534535	
			120.00*
COUNTY COURT AT LAW NO.1			
UNITED STATES POSTAL SERVICE	8.14	534383	
FUNCTION 4 LLC	25.00	534460	
			33.14*
COUNTY COURT AT LAW NO. 2			
DAVID GROVE	350.00	534312	
JACK LAWRENCE	400.00	534313	
A. MARK FAGGARD	350.00	534324	
JOHN EUGENE MACEY	350.00	534343	
CHARLES ROJAS	775.00	534374	
UNITED STATES POSTAL SERVICE	15.54	534383	
JOEL WEBB VAZQUEZ	425.00	534397	
LAURIE PEROZZO	700.00	534414	
JENNIFER DELAGE	350.00	534454	
FUNCTION 4 LLC	37.50	534460	
LAW OFFICE OF GILES R COLE & ASSOC	600.00	534488	
JETER LAW FIRM	350.00	534530	
FUNCTION 4 LLC	142.50	534535	
			4,845.54*
COUNTY COURT AT LAW NO. 3			
DONALD BOUDREAUX	350.00	534317	
FUNCTION 4 LLC	37.50	534460	
LAW OFFICE OF GILES R COLE & ASSOC	350.00	534488	
THE LAW OFFICE OF CHRISTY L CAUTHEN	860.00	534511	
FUNCTION 4 LLC	142.50	534535	
			1,740.00*
COURT MASTER			
UNITED STATES POSTAL SERVICE	1.48	534383	
LAWRENCE E THORNE III	5,138.31	534418	
FUNCTION 4 LLC	25.00	534460	
FUNCTION 4 LLC	95.00	534535	
			5,259.79*
MEDIATION CENTER			
SOUTHEAST TEXAS WATER	99.35	534357	
FUNCTION 4 LLC	25.00	534460	
FUNCTION 4 LLC	95.00	534535	
			219.35*
COMMUNITY SUPERVISION			
FUNCTION 4 LLC	100.00	534460	
FUNCTION 4 LLC	380.00	534535	
			480.00*
SHERIFF'S DEPARTMENT			
FED EX	12.07	534327	
JEFFERSON CTY. SHERIFF'S DEPARTMENT	2,500.00	534336	
MOORMAN & ASSOCIATES, INC.	2,210.00	534344	
AT&T	147.39	534358	
UNITED STATES POSTAL SERVICE	1,508.31	534383	
BAPTIST PHYSICIAN NETWORK	53.00	534385	
FIVE STAR FEED	660.55	534394	
RITA HURT	1,650.00	534426	
THOMSON REUTERS-WEST	586.09	534437	
GALLS LLC	710.95	534449	
FUNCTION 4 LLC	225.00	534460	
ODP BUSINESS SOLUTIONS, LLC	492.29	534501	

NAME	AMOUNT	CHECK NO.670	TOTAL
AMAZON CAPITAL SERVICES	208.35	534506	
BEAUMONT OCCUPATIONAL SERVICES	237.70	534509	
FUNCTION 4 LLC	855.00	534535	
			12,056.70*
CRIME LABORATORY			
NMS LABS	31,616.00	534420	
FUNCTION 4 LLC	25.00	534460	
ODP BUSINESS SOLUTIONS, LLC	299.06	534501	
FUNCTION 4 LLC	95.00	534535	
			32,035.06*
JAIL - NO. 2			
ALLIED ELECTRIC, INC.	2,737.75	534310	
AT&T	39.95	534358	
SOUTHERN TIRE MART, LLC	107.42	534368	
MOTOROLA SOLUTIONS INC	6,314.65	534370	
TEXAS GAS SERVICE	812.03	534391	
CHARMTEX INC.	3,767.00	534395	
PURVIS BEARING SERVICE	194.09	534407	
THOMSON REUTERS-WEST	3,877.73	534437	
CAT5 RESOURCES LLC	2,394.56	534446	
GALLS LLC	2,598.39	534449	
FUNCTION 4 LLC	200.00	534460	
FERGUSON ENTERPRISES INC	1,065.68	534462	
DARR EQUIPMENT CO	13,647.54	534464	
MOORE-ALL TEX SUPPLY	240.83	534467	
TRINITY SERVICES GROUP INC	103,853.25	534477	
AMAZON CAPITAL SERVICES	75.29	534506	
PTS OF AMERICA LLC	9,031.00	534526	
TURN KEY HEALTH CLINICS LLC	752,139.81	534527	
TREVIPAY	360.82	534529	
AMERICAN WELDING AND GAS INC	181.24	534531	
FUNCTION 4 LLC	755.00	534535	
			904,394.03*
JUVENILE PROBATION DEPT.			
FED EX	9.99	534325	
FED EX	101.41	534326	
CHERYL TARVER	42.00	534367	
UNITED STATES POSTAL SERVICE	5.18	534383	
FUNCTION 4 LLC	75.00	534460	
ODP BUSINESS SOLUTIONS, LLC	1,065.94	534501	
FUNCTION 4 LLC	190.00	534535	
			1,489.52*
JUVENILE DETENTION HOME			
S.E. TEXAS BUILDING SERVICE	2,250.00	534353	
BEN E KEITH COMPANY	612.91	534396	
CENTERPOINT ENERGY RESOURCES CORP	228.43	534399	
FUNCTION 4 LLC	25.00	534460	
ODP BUSINESS SOLUTIONS, LLC	258.76	534501	
FUNCTION 4 LLC	95.00	534535	
			3,470.10*
CONSTABLE PCT 1			
UNITED STATES POSTAL SERVICE	21.28	534383	
FUNCTION 4 LLC	25.00	534460	
			46.28*
CONSTABLE-PCT 2			
FUNCTION 4 LLC	25.00	534460	
			25.00*
CONSTABLE-PCT 4			
AT&T	56.13	534358	
FUNCTION 4 LLC	25.00	534460	
FUNCTION 4 LLC	95.00	534535	
			176.13*
CONSTABLE-PCT 6			
KIRKSEY'S SPRINT PRINTING	25.95	534340	
UNITED STATES POSTAL SERVICE	11.97	534383	

NAME	AMOUNT	CHECK NO.671	TOTAL
THOMSON REUTERS-WEST	137.38	534437	
FUNCTION 4 LLC	25.00	534460	
BLUE360 MEDIA	281.78	534465	
AMAZON CAPITAL SERVICES	25.48	534506	
FUNCTION 4 LLC	95.00	534535	
			602.56*
CONSTABLE PCT. 8			
FUNCTION 4 LLC	25.00	534460	
			25.00*
COUNTY MORGUE			
FORENSIC MEDICAL	91,260.00	534474	
			91,260.00*
AGRICULTURE EXTENSION SVC			
SOUTHEAST TEXAS WATER	61.90	534355	
UNITED STATES POSTAL SERVICE	4.00	534383	
FUNCTION 4 LLC	25.00	534460	
TYLER FITZGERALD	50.00	534473	
CORENA N FITZGERALD	50.00	534476	
WALMART CAPITAL ONE	170.22	534493	
HALLEE M SMITH	79.20	534495	
JENNIFER COLEMAN	24.02	534528	
FUNCTION 4 LLC	155.00	534535	
			619.34*
HEALTH AND WELFARE NO. 1			
CLAYBAR FUNERAL HOME, INC.	900.00	534321	
CASH ADVANCE ACCOUNT	201.84	534339	
UNITED STATES POSTAL SERVICE	146.45	534383	
PROCTOR'S MORTUARY INC	900.00	534417	
THOMSON REUTERS-WEST	161.90	534437	
FUNCTION 4 LLC	50.00	534460	
EZEA D EDE MD	3,647.95	534485	
FUNCTION 4 LLC	190.00	534535	
			6,198.14*
HEALTH AND WELFARE NO. 2			
CITY OF PORT ARTHUR - WATER DEPT.	30.00	534320	
ENTERGY	140.00	534331	
CASH ADVANCE ACCOUNT	638.82	534339	
THOMSON REUTERS-WEST	161.89	534437	
FUNCTION 4 LLC	75.00	534460	
KAYLEE BENNETT	102.90	534482	
EZEA D EDE MD	3,647.95	534485	
FUNCTION 4 LLC	190.00	534535	
			4,986.56*
NURSE PRACTITIONER			
FUNCTION 4 LLC	25.00	534460	
SERVET MUHITTIN SATIR	1,000.00	534489	
FUNCTION 4 LLC	95.00	534535	
			1,120.00*
ENVIRONMENTAL CONTROL			
FUNCTION 4 LLC	25.00	534460	
AMAZON CAPITAL SERVICES	238.00	534506	
FUNCTION 4 LLC	95.00	534535	
			358.00*
INDIGENT MEDICAL SERVICES			
CARDINAL HEALTH 110 INC	2,918.49	534438	
CORLISS R RANDLE	1,200.00	534475	
OUTCOMES OPERATING INC	278.00	534514	
CLIFTON R LEWIS	4,800.00	534523	
			9,196.49*
EMERGENCY MANAGEMENT			
VERIZON WIRELESS	150.00	534380	
			150.00*
MAINTENANCE-BEAUMONT			

NAME	AMOUNT	CHECK NO.[672]	TOTAL
CITY OF BEAUMONT - LANDFILL	221.00	534315	
M&D SUPPLY	17.97	534342	
ACE IMAGEWEAR	279.43	534352	
AT&T	813.11	534358	
UNITED STATES POSTAL SERVICE	1.32	534383	
SHERWIN-WILLIAMS	287.45	534413	
ENTERPRISE SYSTEMS CORPORATION	156,199.37	534444	
FUNCTION 4 LLC	25.00	534460	
REXEL USA INC	638.76	534466	
AT&T CORP	12,811.45	534487	
RALPH'S INDUSTRIAL ELECTRONICS SUPP	1,836.32	534503	
VISUAL EDGE IT INC	2,251.93	534505	
TREVIPAY	195.98	534529	
FUNCTION 4 LLC	95.00	534535	
			175,674.09*
MAINTENANCE-PORT ARTHUR			
DRAGO HARDWARE CO.	20.35	534322	
TEXAS DEPT OF LICENSING &	40.00	534361	
LOWE'S HOME CENTERS, INC.	1,570.31	534387	
TEXAS GAS SERVICE	572.24	534391	
FUNCTION 4 LLC	50.00	534460	
ODP BUSINESS SOLUTIONS, LLC	78.04	534501	
PARKER'S BUILDING SUPPLY	815.57	534504	
AMAZON CAPITAL SERVICES	47.70	534506	
MASSEY SERVICES INC	57.00	534519	
FUNCTION 4 LLC	190.00	534535	
			3,441.21*
MAINTENANCE-MID COUNTY			
ACE IMAGEWEAR	61.84	534352	
W. JEFFERSON COUNTY M.W.D.	347.91	534366	
CENTERPOINT ENERGY RESOURCES CORP	140.03	534399	
FUNCTION 4 LLC	25.00	534460	
FUNCTION 4 LLC	95.00	534535	
			669.78*
SERVICE CENTER			
SPIDLE & SPIDLE	7,709.20	534311	
J.K. CHEVROLET CO.	145.34	534334	
PHILPOTT MOTORS, INC.	1,127.28	534347	
AT&T	98.26	534358	
JEFFERSON CTY. TAX OFFICE	16.75	534378	
JEFFERSON CTY. TAX OFFICE	7.50	534379	
BUMPER TO BUMPER	4,187.93	534398	
AMERICAN TIRE DISTRIBUTORS	2,554.45	534411	
MIGHTY OF SOUTHEAST TEXAS	1,711.66	534424	
SPANKY'S WRECKER SERVICE INC	150.00	534428	
ADVANCE AUTO PARTS	150.34	534435	
1800RADIATOR & AC	192.00	534447	
MIDNIGHT AUTO	594.90	534456	
FUNCTION 4 LLC	25.00	534460	
MISTEY REEVES	7.50	534507	
UNITED LABORATORIES INC	372.64	534525	
FUNCTION 4 LLC	95.00	534535	
			19,145.75*
VETERANS SERVICE			
UNITED STATES POSTAL SERVICE	2.17	534383	
HIGGINBOTHAM INSURANCE AGENCY INC	71.00	534448	
FUNCTION 4 LLC	50.00	534460	
FUNCTION 4 LLC	190.00	534535	
			313.17*
			1,609,960.82**
MOSQUITO CONTROL FUND			
ACE IMAGEWEAR	83.74	534352	
TEXAS COMMISSION ON ENVIRONMENTAL	500.00	534392	
CENTERPOINT ENERGY RESOURCES CORP	208.78	534399	
FUNCTION 4 LLC	25.00	534460	
FUNCTION 4 LLC	95.00	534535	
			912.52**
FEMA EMERGENCY			

NAME	AMOUNT	CHECK NO.[673]	TOTAL
TEXAS DIVISION OF EMERGENCY MANAGEM	1,500.00	534479	
TEXAS DIVISION OF EMERGENCY MANAGEM	3,134.74	534480	
			4,634.74**
FAMILY GROUP CONFERENCING			
FUNCTION 4 LLC	25.00	534460	
FUNCTION 4 LLC	95.00	534535	
			120.00**
J.C. FAMILY TREATMENT			
MARY BEVIL	50.00	534483	
MARY BEVIL	25.00	534484	
			75.00**
SECURITY FEE FUND			
ALLIED UNIVERSAL SECURITY SERVICES	11,957.23	534481	
			11,957.23**
LAW LIBRARY FUND			
THOMSON REUTERS-WEST	8,352.74	534437	
FUNCTION 4 LLC	25.00	534460	
			8,377.74**
CWPP /GAF ERIC PREV			
H2O PARTNERS	9,724.00	534512	
			9,724.00**
EMPG GRANT			
VERIZON WIRELESS	59.93	534380	
FUNCTION 4 LLC	25.00	534460	
			84.93**
GRANT A STATE AID			
BI INCORPORATED	876.50	534375	
YOUTH ADVOCATE PROGRAMS INC	6,812.06	534406	
			7,688.56**
COMMUNITY SUPERVISION FND			
CASH ADVANCE ACCOUNT	407.20	534339	
UNITED STATES POSTAL SERVICE	115.88	534383	
LOCAL GOVERNMENT SOLUTIONS LP	7,662.00	534408	
JCCSC	200.00	534419	
FUNCTION 4 LLC	50.00	534460	
ODP BUSINESS SOLUTIONS, LLC	650.08	534501	
FUNCTION 4 LLC	95.00	534535	
			9,180.16**
COMMUNITY CORRECTIONS PRG			
M&D SUPPLY	148.82	534342	
FUNCTION 4 LLC	25.00	534460	
FUNCTION 4 LLC	95.00	534535	
			268.82**
DRUG DIVERSION PROGRAM			
FUNCTION 4 LLC	25.00	534460	
FUNCTION 4 LLC	95.00	534535	
			120.00**
SHERIFF'S TRAINING GRANT			
EAN SERVICES LLC	850.74	534445	
			850.74**
HOTEL OCCUPANCY TAX FUND			
CINTAS, INC.	59.63	534319	
ENTERGY	1,173.48	534329	
CASH ADVANCE ACCOUNT	497.24	534339	
KIRKSEY'S SPRINT PRINTING	27.55	534340	
4IMPRINT, INC.	3,749.96	534386	
E L IRRIGATION AND LANDSCAPING	825.00	534404	
SIGN DOCTOR, INC	247.50	534421	
SAM'S CLUB DIRECT	171.80	534429	
CINTAS CORPORATION	234.43	534451	
GRINNELL COMPUTERS	250.00	534455	

NAME	AMOUNT	CHECK NO.674	TOTAL
FUNCTION 4 LLC	25.00	534460	
FERGUSON ENTERPRISES INC	58.41	534462	
AT&T CORP	265.00	534487	
PLUMBING SOLUTIONS	245.00	534490	
			7,830.00**
DISTRICT CLK RECORDS MGMT			
FUNCTION 4 LLC	50.00	534460	
FUNCTION 4 LLC	190.00	534535	
			240.00**
CAPITAL PROJECTS FUND			
THE LABICHE ARCHITECTURAL GROUP	5,500.00	534316	
MARSH WATERPROOFING & BUILDING	51,000.00	534381	
TIM RICHARDSON	9,000.00	534440	
			65,500.00**
AIRPORT FUND			
SPIDLE & SPIDLE	960.84	534311	
W.W. GRAINGER, INC.	444.35	534328	
ENTERGY	793.25	534330	
JACKSON-HIRSH, INC.	115.93	534335	
SANITARY SUPPLY, INC.	102.96	534351	
S.E. TEXAS BUILDING SERVICE	5,868.34	534353	
AT&T	451.73	534358	
CENTERPOINT ENERGY RESOURCES CORP	162.38	534399	
AIRPORT GULF TOWING LLC	125.00	534402	
CRAWFORD ELECTRIC SUPPLY COMPANY	99.39	534434	
SOUTHEAST TEXAS PARTS AND EQUIPMENT	321.34	534442	
FUNCTION 4 LLC	50.00	534460	
HARTJE GRAHAM AIR CONDITIONING	2,790.00	534469	
TITAN AVIATION FUELS	22,602.48	534472	
CHARTER COMMUNICATIONS	125.65	534498	
ODP BUSINESS SOLUTIONS, LLC	210.47	534501	
FUNCTION 4 LLC	95.00	534535	
			35,319.11**
SE TX EMP. BENEFIT POOL			
SECURIAN LIFE INSURANCE COMPANY	32,504.37	534515	
MADISON NATIONAL LIFE INSURANCE COM	7,722.72	534516	
RETIREE FIRST	212,428.30	534517	
LANTERN SPECIALTY CARE	556.10	534524	
			253,211.49**
PAYROLL FUND			
JEFFERSON CTY. - FLEXIBLE SPENDING	19,064.86	534286	
CLEAT	3,500.00	534287	
JEFFERSON CTY. TREASURER	11,770.71	534288	
INTERNAL REVENUE SERVICE	208.00	534289	
JEFFERSON CTY. COMMUNITY SUP.	6,119.93	534290	
JEFFERSON CTY. TREASURER - HEALTH	588,352.55	534291	
JEFFERSON CTY. TREASURER - GENERAL	10.00	534292	
JEFFERSON CTY. TREASURER - PAYROLL	2,208,848.42	534293	
JEFFERSON CTY. TREASURER - PAYROLL	733,978.45	534294	
POLICE & FIRE FIGHTERS' ASSOCIATION	2,930.06	534295	
TEXAS CHILD SUPPORT SDU	415.38	534296	
JEFFERSON CTY. TREASURER - TCDRS	869,728.70	534297	
JEFFERSON COUNTY TREASURER	3,678.96	534298	
JEFFERSON COUNTY - TREASURER -	11,276.95	534299	
NECHES FEDERAL CREDIT UNION	30,601.34	534300	
JEFFERSON COUNTY - NATIONWIDE	58,843.54	534301	
ALLSTATE BENEFITS	8,839.31	534302	
SECURIAN LIFE INSURANCE COMPANY	1,160.30	534303	
CHUBB	4,952.77	534304	
JEFFERSON CTY. TREASURER - PAYROLL	164,944.15	534305	
JEFFERSON CTY. TREASURER - PAYROLL	13,480.70	534306	
			4,742,705.08**
JUSTICE COURT SUPPORT FND			
ODP BUSINESS SOLUTIONS, LLC	171.00	534501	
			171.00**
LANGUAGE ACCESS FUND			

NAME	AMOUNT	CHECK NO.675	TOTAL
MASTERWORD SERVICES, INC	795.88	534497	
RUBEN ZAPATA	600.00	534510	
ERIKA BURGE	800.00	534522	
			2,195.88**
ARPA CORONAVIRUS RECOVERY			
JEFFERSON COUNTY:REVISION	34,768.28	534513	
			34,768.28**
BRIC/FMA GRANT			
TIDAL BASIN GOVERNMENT CONSULTING	14,453.75	534486	
			14,453.75**
GUARDIANSHIP FEE			
FRIENDS FOR LIFE	4,900.00	534520	
			4,900.00**
MARINE DIVISION			
W.W. GRAINGER, INC.	513.64	534328	
JACK BROOKS REGIONAL AIRPORT	98.42	534338	
SOUTHEAST TEXAS WATER	87.95	534354	
AT&T	118.62	534358	
TRI-CON, INC.	12,595.04	534363	
ADVANCED SYSTEMS & ALARM SERVICES,	60.00	534373	
MASSEY SERVICES INC	24.00	534519	
			13,497.67**
SHERIFF - COMMISSARY			
TREVIPAY	1,070.99	534529	
			1,070.99**
			7,036,284.57***

NAME	AMOUNT	CHECK NO.676	TOTAL
JURY FUND			
DAWN DONUTS	43.50	534622	
			43.50**
ROAD & BRIDGE PCT.#1			
M&D SUPPLY	25.31	534555	
VERIZON WIRELESS	75.98	534575	
SILSBEE FORD INC	337.30	534615	
FUNCTION 4 LLC	95.00	534667	
			533.59**
ROAD & BRIDGE PCT.#2			
EASTEX RUBBER & GASKET	248.76	534547	
RITTER @ HOME	69.72	534560	
ACE IMAGEWEAR	39.84	534562	
SMART'S TRUCK & TRAILER, INC.	823.37	534563	
NEW WAVE WELDING TECHNOLOGY	27.90	534598	
FUNCTION 4 LLC	95.00	534667	
			1,304.59**
ROAD & BRIDGE PCT. # 3			
AUDILET TRACTOR SALES	619.30	534538	
CITY OF PORT ARTHUR - WATER DEPT.	62.38	534544	
FARM & HOME SUPPLY	20.01	534548	
ENTERGY	203.25	534550	
INTERSTATE BATTERIES OF BEAUMONT/PA	509.85	534552	
VERIZON WIRELESS	93.36	534575	
FUNCTION 4 LLC	95.00	534667	
			1,603.15**
ROAD & BRIDGE PCT.#4			
CDW COMPUTER CENTERS, INC.	317.48	534569	
4IMPRINT, INC.	698.63	534584	
ODP BUSINESS SOLUTIONS, LLC	299.11	534645	
FUNCTION 4 LLC	95.00	534667	
			1,410.22**
ENGINEERING FUND			
VERIZON WIRELESS	125.66	534574	
FUNCTION 4 LLC	95.00	534667	
			220.66**
PARKS & RECREATION			
ENTERGY	642.69	534550	
SETZER HARDWARE, INC.	80.59	534561	
VERIZON WIRELESS	37.99	534575	
			761.27**
GENERAL FUND			
TAX OFFICE			
CASH ADVANCE ACCOUNT	494.28	534553	
UNITED STATES POSTAL SERVICE	684.04	534581	
MICHELLE FARNIE	491.38	534611	
KATHLEEN SPENCER	172.00	534619	
ELISHA MONTIEL	494.28	534628	
KATHERINE CARROLL	600.02	534658	
FUNCTION 4 LLC	475.00	534667	
			3,411.00*
COUNTY HUMAN RESOURCES			
UNITED STATES POSTAL SERVICE	13.40	534581	
BAPTIST PHYSICIAN NETWORK	550.00	534582	
ODP BUSINESS SOLUTIONS, LLC	81.66	534645	
US BANK NATIONAL ASSOCIATION	299.00	534661	
			944.06*
AUDITOR'S OFFICE			
UNITED STATES POSTAL SERVICE	8.56	534581	
FUNCTION 4 LLC	155.00	534667	
			163.56*
COUNTY CLERK			

NAME	AMOUNT	CHECK NO.677	TOTAL
UNITED STATES POSTAL SERVICE	285.50	534581	
US BANK NATIONAL ASSOCIATION	120.10	534661	
FUNCTION 4 LLC	285.00	534667	
			690.60*
COUNTY JUDGE			
UNITED STATES POSTAL SERVICE	.74	534581	
KIMBERLY PHELAN, P.C.	1,350.00	534593	
MONTGOMERY COUNTY CLERK	425.00	534607	
FUNCTION 4 LLC	95.00	534667	
			1,870.74*
RISK MANAGEMENT			
UNITED STATES POSTAL SERVICE	4.57	534581	
FUNCTION 4 LLC	95.00	534667	
			99.57*
COUNTY TREASURER			
UNITED STATES POSTAL SERVICE	222.99	534581	
TIM FUNCHESS	822.16	534601	
FUNCTION 4 LLC	95.00	534667	
			1,140.15*
PRINTING DEPARTMENT			
FUNCTION 4 LLC	719.00	534667	
			719.00*
PURCHASING DEPARTMENT			
PORT ARTHUR NEWS, INC.	64.16	534556	
UNITED STATES POSTAL SERVICE	7.60	534581	
CINTAS CORPORATION	126.13	534625	
FUNCTION 4 LLC	120.00	534667	
			317.89*
GENERAL SERVICES			
CASH ADVANCE ACCOUNT	75.00	534553	
TONYA JACKSON	1,354.00	534591	
ROCHESTER ARMORED CAR CO INC	6,049.78	534602	
			7,478.78*
DATA PROCESSING			
CDW COMPUTER CENTERS, INC.	9,584.13	534569	
VERIZON WIRELESS	175.98	534575	
TODD L. FREDERICK	501.20	534583	
RUTTY & MORRIS LLC	614.46	534596	
ODP BUSINESS SOLUTIONS, LLC	419.89	534645	
US BANK NATIONAL ASSOCIATION	729.57	534661	
FUNCTION 4 LLC	95.00	534667	
			12,120.23*
VOTERS REGISTRATION DEPT			
UNITED STATES POSTAL SERVICE	132.53	534581	
FUNCTION 4 LLC	95.00	534667	
			227.53*
ELECTIONS DEPARTMENT			
DEPARTMENT OF INFORMATION RESOURCES	.01	534571	
PENSKE TRUCK LEASING CO LP	1,527.10	534587	
HAYLEE FOURNIER	35.97	534599	
AMG PRINTING & MAILING LLC	68.69	534630	
FUNCTION 4 LLC	190.00	534667	
			1,821.77*
DISTRICT ATTORNEY			
GT DISTRIBUTORS, INC.	1,555.35	534549	
TEXAS DISTRICT & COUNTY ATTY ASSN.	1,580.00	534565	
UNITED STATES POSTAL SERVICE	367.33	534581	
THOMSON REUTERS-WEST	4,335.72	534613	
HIGGINBOTHAM INSURANCE AGENCY INC	71.00	534618	
ODP BUSINESS SOLUTIONS, LLC	74.11	534645	
AMAZON CAPITAL SERVICES	74.89	534648	
FUNCTION 4 LLC	380.00	534667	
			8,438.40*
DISTRICT CLERK			

NAME	AMOUNT	CHECK NO.[678]	TOTAL
UNITED STATES POSTAL SERVICE	293.84	534581	
FUNCTION 4 LLC	95.00	534667	
			388.84*
CRIMINAL DISTRICT COURT			
WENDELL RADFORD	600.00	534558	
JOHN D WEST	8,750.00	534573	
UNITED STATES POSTAL SERVICE	10.73	534581	
FUNCTION 4 LLC	190.00	534667	
			9,550.73*
60TH DISTRICT COURT			
FUNCTION 4 LLC	95.00	534667	
			95.00*
136TH DISTRICT COURT			
FUNCTION 4 LLC	95.00	534667	
			95.00*
172ND DISTRICT COURT			
FUNCTION 4 LLC	95.00	534667	
			95.00*
252ND DISTRICT COURT			
UNITED STATES POSTAL SERVICE	21.46	534581	
SUMMER TANNER	137.50	534594	
THE LAW OFFICE OF CHRISTY L CAUTHEN	952.00	534653	
FUNCTION 4 LLC	190.00	534667	
			1,300.96*
279TH DISTRICT COURT			
DAVID GROVE	440.00	534536	
ANITA F. PROVO	2,282.50	534557	
NATHAN REYNOLDS, JR.	935.00	534559	
UNITED STATES POSTAL SERVICE	.74	534581	
JOEL WEBB VAZQUEZ	440.00	534589	
KIMBERLY PHELAN, P.C.	3,740.00	534593	
TONYA CONNELL TOUPS	550.00	534597	
BRITTANIE HOLMES	220.00	534608	
BRYAN E MCEACHERN PC	385.00	534614	
TARA SHELANDER	1,500.00	534617	
JULIANNA NICKS	88.00	534654	
FUNCTION 4 LLC	95.00	534667	
			10,676.24*
317TH DISTRICT COURT			
FUNCTION 4 LLC	95.00	534667	
			95.00*
JUSTICE COURT-PCT 1 PL 1			
UNITED STATES POSTAL SERVICE	117.89	534581	
			117.89*
JUSTICE COURT-PCT 1 PL 2			
UNITED STATES POSTAL SERVICE	27.22	534581	
FUNCTION 4 LLC	95.00	534667	
			122.22*
JUSTICE COURT-PCT 4			
FUNCTION 4 LLC	95.00	534667	
			95.00*
JUSTICE COURT-PCT 6			
UNITED STATES POSTAL SERVICE	31.53	534581	
FUNCTION 4 LLC	95.00	534667	
			126.53*
JUSTICE COURT-PCT 7			
DEPARTMENT OF INFORMATION RESOURCES	.25	534571	
			.25*
JUSTICE OF PEACE PCT. 8			
FUNCTION 4 LLC	95.00	534667	
			95.00*
COUNTY COURT AT LAW NO. 2			

NAME	AMOUNT	CHECK NO.679	TOTAL
DAVID GROVE	350.00	534536	
JACK LAWRENCE	350.00	534537	
DONALD BOUDREAUX	350.00	534540	
THOMAS J. BURBANK PC	350.00	534541	
CHARLES ROJAS	425.00	534570	
UNITED STATES POSTAL SERVICE	71.04	534581	
THOMAS LEBLANC	250.00	534586	
LAW OFFICE OF GILES R COLE & ASSOC	400.00	534642	
THE LAW OFFICE OF CHRISTY L CAUTHEN	350.00	534653	
JETER LAW FIRM	350.00	534663	
FUNCTION 4 LLC	142.50	534667	
			3,388.54*
COUNTY COURT AT LAW NO. 3			
NATHAN REYNOLDS, JR.	350.00	534559	
UNITED STATES POSTAL SERVICE	17.02	534581	
JOEL WEBB VAZQUEZ	400.00	534589	
JENNIFER DELAGE	700.00	534626	
FUNCTION 4 LLC	142.50	534667	
			1,609.52*
COURT MASTER			
KENT W JOHNS	1,000.00	534603	
FUNCTION 4 LLC	95.00	534667	
			1,095.00*
MEDIATION CENTER			
FUNCTION 4 LLC	95.00	534667	
			95.00*
COMMUNITY SUPERVISION			
FUNCTION 4 LLC	380.00	534667	
			380.00*
SHERIFF'S DEPARTMENT			
CASH ADVANCE ACCOUNT	1,029.00	534553	
CDW COMPUTER CENTERS, INC.	513.54	534569	
DEPARTMENT OF INFORMATION RESOURCES	537.28	534571	
VERIZON WIRELESS	3,837.23	534577	
UNITED STATES POSTAL SERVICE	746.59	534581	
SILSBEE FORD INC	819.36	534615	
GALLS LLC	360.35	534621	
COTTON CARGO	254.00	534635	
SIRIUS XM RADIO INC	1,197.02	534643	
DATAPILOT, INC	1,990.00	534647	
AMAZON CAPITAL SERVICES	166.87	534648	
FUNCTION 4 LLC	855.00	534667	
			12,306.24*
CRIME LABORATORY			
FUNCTION 4 LLC	95.00	534667	
			95.00*
JAIL - NO. 2			
CITY OF BEAUMONT - WATER DEPT.	32,251.52	534543	
GALLS LLC	100.54	534621	
US BANK NATIONAL ASSOCIATION	1,724.46	534661	
FUNCTION 4 LLC	755.00	534667	
			34,831.52*
JUVENILE PROBATION DEPT.			
VERIZON WIRELESS	54.39	534575	
UNITED STATES POSTAL SERVICE	7.10	534581	
FUNCTION 4 LLC	190.00	534667	
			251.49*
JUVENILE DETENTION HOME			
CITY OF BEAUMONT - WATER DEPT.	5,948.44	534543	
KOMMERCIAL KITCHENS	152.00	534554	
LOWE'S HOME CENTERS, INC.	3.80	534585	
FUNCTION 4 LLC	95.00	534667	
			6,199.24*
CONSTABLE PCT 1			

NAME	AMOUNT	CHECK NO.680	TOTAL
VERIZON WIRELESS	320.39	534575	
UNITED STATES POSTAL SERVICE	108.71	534581	
			429.10*
CONSTABLE-PCT 2			
VERIZON WIRELESS	113.97	534575	
			113.97*
CONSTABLE-PCT 4			
VERIZON WIRELESS	113.97	534575	
FUNCTION 4 LLC	95.00	534667	
			208.97*
CONSTABLE-PCT 6			
VERIZON WIRELESS	113.97	534575	
UNITED STATES POSTAL SERVICE	30.12	534581	
FUNCTION 4 LLC	95.00	534667	
			239.09*
CONSTABLE PCT. 7			
AT&T	49.13	534564	
VERIZON WIRELESS	113.97	534575	
			163.10*
CONSTABLE PCT. 8			
VERIZON WIRELESS	113.97	534575	
			113.97*
AGRICULTURE EXTENSION SVC			
CASH ADVANCE ACCOUNT	110.04	534553	
ODP BUSINESS SOLUTIONS, LLC	125.52	534645	
REBECCA CARPENTER	10.48	534651	
US BANK NATIONAL ASSOCIATION	45.00	534661	
FUNCTION 4 LLC	155.00	534667	
			446.04*
MOBILE UNIT			
VERIZON WIRELESS	75.21	534575	
			75.21*
HEALTH AND WELFARE NO. 1			
CLAYBAR FUNERAL HOME, INC.	898.50	534545	
ENTERGY	70.00	534551	
CLAYBAR HAVEN OF REST	1,932.00	534579	
UNITED STATES POSTAL SERVICE	105.02	534581	
PROCTOR'S MORTUARY INC	900.00	534600	
EZEA D EDE MD	1,427.54	534640	
FUNCTION 4 LLC	190.00	534667	
			5,523.06*
HEALTH AND WELFARE NO. 2			
UNITED STATES POSTAL SERVICE	12.58	534581	
KAYLEE BENNETT	48.30	534636	
FUNCTION 4 LLC	190.00	534667	
			250.88*
NURSE PRACTITIONER			
BAK GLOBAL LLC	100.00	534649	
FUNCTION 4 LLC	95.00	534667	
			195.00*
ENVIRONMENTAL CONTROL			
DEPARTMENT OF INFORMATION RESOURCES	.02	534571	
FUNCTION 4 LLC	95.00	534667	
			95.02*
EMERGENCY MANAGEMENT			
US BANK NATIONAL ASSOCIATION	630.00	534661	
TREVIPAY	171.33	534662	
			801.33*
MAINTENANCE-BEAUMONT			
CITY OF BEAUMONT - WATER DEPT.	14,002.91	534543	

NAME	AMOUNT	CHECK NO.[681]	TOTAL
AT&T	121.19	534564	
DEPARTMENT OF INFORMATION RESOURCES	1.67	534571	
TEXAS FIRE & COMMUNICATIONS	120.00	534572	
OTIS ELEVATOR COMPANY	2,808.46	534588	
A1 FILTER SERVICE COMPANY	927.50	534604	
FRED MILLER'S OUTDOOR EQUIPMENT LLC	79.70	534620	
CINTAS CORPORATION	166.53	534625	
WES VICE HARDWOODS & SUPPLY INC	216.33	534637	
JCN OIL SERVICE	140.00	534638	
FUNCTION 4 LLC	95.00	534667	
			18,679.29*
MAINTENANCE-PORT ARTHUR			
TASCO	49.49	534590	
PARKER'S BUILDING SUPPLY	230.49	534646	
FUNCTION 4 LLC	190.00	534667	
			469.98*
MAINTENANCE-MID COUNTY			
SETZER HARDWARE, INC.	10.79	534561	
ACE IMAGEWEAR	123.68	534562	
A1 FILTER SERVICE COMPANY	99.50	534604	
TEMPERATURE TECHNICIAN	18,790.00	534624	
AMAZON CAPITAL SERVICES	227.58	534648	
FUNCTION 4 LLC	95.00	534667	
			19,346.55*
SERVICE CENTER			
CHUCK'S WRECKER SERVICE	125.00	534542	
M&D SUPPLY	301.94	534555	
VIN'S PAINT & BODY, INC.	2,455.40	534567	
FASTENAL	93.19	534568	
SPANKY'S WRECKER SERVICE INC	150.00	534605	
ADVANCE AUTO PARTS	119.78	534610	
TEMPERATURE TECHNICIAN	357.14	534624	
MIDNIGHT AUTO	149.95	534627	
O'REILLY AUTO PARTS	132.00	534632	
ODP BUSINESS SOLUTIONS, LLC	344.62	534645	
TOWN AND COUNTRY FORD	4,936.62	534652	
FUNCTION 4 LLC	95.00	534667	
			9,260.64*
VETERANS SERVICE			
FUNCTION 4 LLC	190.00	534667	
			190.00*
			179,149.69**
MOSQUITO CONTROL FUND			
TEXAS DEPARTMENT OF AGRICULTURE	150.00	534623	
US BANK NATIONAL ASSOCIATION	122.38	534661	
FUNCTION 4 LLC	95.00	534667	
			367.38**
FAMILY GROUP CONFERENCING			
FUNCTION 4 LLC	95.00	534667	
			95.00**
J.C. FAMILY TREATMENT			
MARY BEVIL	1,347.50	534639	
ROXANNE RENEE EVANS	450.00	534660	
			1,797.50**
JUVENILE PROB & DET. FUND			
VERIZON WIRELESS	71.30	534575	
			71.30**
COMMUNITY SUPERVISION FND			
UNITED STATES POSTAL SERVICE	56.97	534581	
REDWOOD TOXICOLOGY LABORATORY, INC	109.77	534595	
ODP BUSINESS SOLUTIONS, LLC	130.26	534645	
US BANK NATIONAL ASSOCIATION	300.00	534661	
FUNCTION 4 LLC	95.00	534667	
			692.00**
COMMUNITY CORRECTIONS PRG			

NAME	AMOUNT	CHECK NO.682	TOTAL
FUNCTION 4 LLC	95.00	534667	
DRUG DIVERSION PROGRAM			95.00**
FUNCTION 4 LLC	95.00	534667	
SCAAP GRANT			95.00**
CDW COMPUTER CENTERS, INC.	322.54	534569	
US BANK NATIONAL ASSOCIATION	2,499.99	534661	
J.P. COURTROOM TECH. FUND			2,822.53**
VERIZON WIRELESS	151.96	534575	
HOTEL OCCUPANCY TAX FUND			151.96**
DEPARTMENT OF INFORMATION RESOURCES	.91	534571	
UNITED STATES POSTAL SERVICE	.74	534581	
4IMPRINT, INC.	278.46	534584	
DISTRICT CLK RECORDS MGMT			280.11**
FUNCTION 4 LLC	190.00	534667	
CAPITAL PROJECTS FUND			190.00**
L&L GENERAL CONTRACTORS	429,400.00	534612	
AIRPORT FUND			429,400.00**
BEAUMONT TRACTOR COMPANY	1,690.34	534539	
VERIZON WIRELESS	37.99	534575	
LOWE'S HOME CENTERS, INC.	142.43	534585	
CRAWFORD ELECTRIC SUPPLY COMPANY	763.50	534609	
SOUTHEAST TEXAS PARTS AND EQUIPMENT	35.96	534616	
HARTJE GRAHAM AIR CONDITIONING	6,742.50	534631	
TITAN AVIATION FUELS	21,298.43	534633	
CY-FAIR TIRE	266.83	534634	
JM TEST SYSTEMS INC	307.50	534641	
ODP BUSINESS SOLUTIONS, LLC	79.64	534645	
MASSEY SERVICES INC	22.00	534655	
DYNE FIRE PROTECTION LABS LLC	560.00	534656	
US BANK NATIONAL ASSOCIATION	491.06	534661	
FUNCTION 4 LLC	95.00	534667	
SE TX EMP. BENEFIT POOL			32,533.18**
LIVINITI LLC	260,027.25	534657	
LANTERN SPECIALTY CARE	356.21	534659	
SETEC FUND			260,383.46**
INDUSTRIAL & COMMERCIAL MECHANICAL	1,652.00	534606	
JUSTICE COURT SUPPORT FND			1,652.00**
VERIZON WIRELESS	37.99	534575	
LANGUAGE ACCESS FUND			37.99**
MASTERWORD SERVICES, INC	530.66	534644	
RUBEN ZAPATA	800.00	534650	
ARPA CORONAVIRUS RECOVERY			1,330.66**
W. JEFFERSON COUNTY M.W.D.	186,500.00	534566	
GLO DISASTER RECOVERY			186,500.00**
GFT INFRASTRUCTURE INC	18,898.89	534664	
CNTY & DIST COURT TECH FD			18,898.89**

NAME	AMOUNT	CHECK NO.	TOTAL
DELL MARKETING L.P.	1,001.68	534546	
VERIZON WIRELESS	113.97	534575	
			1,115.65**
MARINE DIVISION			
VERIZON WIRELESS	151.96	534578	
VECTOR SECURITY	152.31	534629	
			304.27**
SHERIFF-SPINDLETOP GRANT			
VERIZON WIRELESS	114.39	534576	
			114.39**
			1,123,954.94***

TEXAS DEPARTMENT OF TRANSPORTATION

REIMBURSABLE GRANT AGREEMENT
FOR ROUTINE AIRPORT MAINTENANCE PROGRAM

(State Assisted Airport Routine Maintenance)

TxDOT Project ID: M2620BMPT

Part I - Identification of the Project

TO: The County of Jefferson, Texas

FROM: The State of Texas, acting through the Texas Department of Transportation

The Texas Department of Transportation (department) is authorized under Texas Transportation Code, Chapter 21, and Chapter 22, to assist in the development and maintenance of airports in the state.

This Reimbursable Grant Agreement is made between the Texas Department of Transportation, (hereinafter referred to as the "State"), on behalf of the State of Texas, and the County of Jefferson, Texas, (hereinafter referred to as the "Sponsor").

This Reimbursable Grant Agreement is entered into between the State and Sponsor shown above, under the authority granted and in compliance with the provisions of the Transportation Code Chapter 21.

The scope of service for this project is for **airport maintenance** at the BEAUMONT/PORT ARTHUR - JACK BROOKS RGNL Airport.

Pursuant to the terms and conditions set forth in the RAMP Grant Agreement, reimbursement of expenses is strictly limited to those costs that are directly associated with eligible maintenance activities defined as airport maintenance and as stated in Part III of this RAMP Grant Agreement. Operational and/or operating expenses—defined herein as recurring costs necessary for the routine functioning of an airport, including but not limited to groundskeeping (e.g., mowing), utilities, insurance premiums, personnel compensation, and fuel—are categorically excluded from reimbursement eligibility under the RAMP program

The sole exception to this exclusion pertains to Airport Operations Counting Systems, which are expressly permitted under current funding guidelines and must be documented accordingly.

By submitting a reimbursement request, the Sponsor affirms and certifies that all applicable provisions of the RAMP Grant Agreement have been satisfied. Furthermore, the Sponsor attests that the scope of work described in the reimbursement submission is intended exclusively to supplement airport maintenance operations and does not constitute, support, or subsidize airport operational functions. This certification is made in accordance with applicable state funding regulations and the eligibility criteria enumerated in the scope of service.

Part II - Offer of Financial Assistance

1. For the purposes of this Reimbursable Grant Agreement, the annual routine airport maintenance project cost is estimated to be $111,111.11 (Amount A).

   State financial assistance granted will be used solely and exclusively for airport maintenance and other incidental items as approved by the State. State financial assistance will be for ninety percent (90%) of the eligible project costs for this project or a maximum of $100,000.00 (Amount B), whichever is less, per fiscal year and subject to availability of state appropriations.

   The Sponsor's share of project costs will be for ten percent (10%) of the eligible project costs (Amount C).

   This Reimbursable Grant Agreement provides for reimbursement of costs that have already been incurred by the Sponsor, work is complete and/or goods and materials have been provided to the Sponsor and all contractors, subcontractors, and/or vendors will have been paid before a request for reimbursement is submitted to the State.

   Unused funds are non-transferable to any other Sponsor, city, county, or airport and shall not be carried over to the subsequent fiscal year.

   Scope of Services of this Reimbursable Grant Agreement, may be amended, subject to availability of state funds, to include additional approved airport maintenance work. Scope amendments require submittal of an Amended Scope of Services

   Only work items as described in Scope of Services of this Reimbursable Grant Agreement are reimbursable under this Reimbursable Grant Agreement.

   All goods and/or materials procured, and all work and/or services performed, shall occur subsequent to the execution of this Reimbursable Grant Agreement and on, or before, August 31, 2026.

2. Work, services, goods, and/or materials rendered or paid for by the Sponsor prior to the execution of this Reimbursable Grant Agreement shall not be eligible for reimbursement. This Reimbursable Grant Agreement shall be deemed executed upon the affixation of signatures by all parties involved. The date of the final signature shall be recognized as the official Reimbursable Grant Agreement execution date.

3. Scope of Services may be accomplished by State contracts or through local contracts of the Sponsor as determined appropriate by the State. All locally contracted work must be approved by the State for scope and reasonable cost.The State will not participate in funding for force account work conducted by the Sponsor.

4. This Reimbursable Grant Agreement shall terminate upon completion of the scope of services, exhaustion of funds, or on the last day of the fiscal year.

5. The State retains the right to obtain an audit as may be required by state regulations; the State Auditor may conduct an audit or investigation of any entity receiving funds from TxDOT directly under this contract or indirectly through a subcontract under this contract. Acceptance of funds directly under this contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the State Auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

Part III - Additional Requirements for Certain Equipment

1. Certain purchase, installation, and subscription costs for eligible air traffic and operations monitoring equipment (“Equipment”) are reimbursable as provided in this Part.

2. For eligible Equipment, the State will reimburse 90% of the initial cost to purchase and install, and 90% of the annual subscription fee for subsequent years.

3. Eligibility Requirements

   A. The Equipment must include the following items, at a minimum;

      1. Triangulation

      2. Noise abatement

      3. Aircraft tracking data for 30 days

      4. Identification of pavement utilization by airplane design group for the entire airport

      5. Equal effectiveness at both towered and non-towered airports

      6. Tracking of military and government aircraft, including FAA blocked aircraft

   B. In order for costs to be eligible for RAMP reimbursement:

1. To be eligible for reimbursement of the annual subscription fee after the first year, the Sponsor must participate in the Routine Airport Maintenance Program, have an executed Reimbursable Grant Agreement for that year, and comply with all Reimbursable Grant Agreement requirements.

C. The State may conduct on-site or off-site monitoring reviews of the Equipment any years Sponsor seeks reimbursement of subscription costs. The Sponsor shall fully cooperate with the State and provide any required documentation. The Sponsor shall grant full access to the Equipment to the State or its authorized designee for the purpose of determining compliance, including, but not limited to:

1. Whether the Equipment, and its operation and maintenance, are consistent with the requirements set forth in the Reimbursable Grant Agreement and this First Amendment;

2. Whether the Sponsor is making timely progress with installation of the Equipment, and whether its management, financial management and control systems, procurement systems and methods, and overall performance are in conformance with the requirements set forth in the Reimbursable Grant Agreement and this First Amendment, and are fully and accurately reflected in reports submitted to the State.

D. Failure to maintain compliance with these requirements may result in the Sponsor having to repay grant funds to the State.

Part IV - Sponsor Responsibilities

1. In accepting this Reimbursable Grant Agreement, if applicable, the Sponsor guarantees that:

a. it will, in the operation of the facility, comply with all applicable state and federal laws, rules, regulations, procedures, covenants and assurances required by the State in connection with this Reimbursable Grant Agreement; and

b. the Airport or navigational facility which is the subject of this Reimbursable Grant Agreement shall be controlled by the Sponsor for a period of at least 20 years; and

c. consistent with safety and security requirements, it shall make the airport or air navigational facility available to all types, kinds, and classes of aeronautical use without discrimination between such types, kinds and classes and shall provide adequate public access during the period of this Reimbursable Grant Agreement; and

d. it shall not grant or permit anyone to exercise an exclusive right for the conduct of aeronautical activity on or about an airport landing area. Aeronautical activities include, but are not limited to scheduled airline flights, charter flights, flight instruction, aircraft sales, rental and repair, sale of aviation petroleum products and aerial applications. The landing area consists of runways or landing strips taxiways, parking aprons, roads, airport lighting and navigational aids; and

e. through the fence access shall be reviewed and approved by the State; and

f. it shall not permit non-aeronautical use of airport facilities, unless noted on an approved Airport Layout Plan, without prior approval of the State/FAA. This includes but is not limited to: the process of land disposal, any changes to the aeronautical or non-aeronautical land uses of the airport, land's deeded use from non-aeronautical to aeronautical, requests of concurrent use of land, interim use of land, approval of a release from obligations from the State/FAA, any of which will require 18 months, or longer; and

g. the Sponsor shall submit to the State annual statements of airport revenues and expenses when requested; and

h. all fees collected for the use of the airport shall be reasonable and nondiscriminatory. The proceeds from such fees shall be used solely for the development, operation and maintenance of the airport or navigational facility; and

i. an Airport Fund shall be established by resolution, order, or ordinance in the treasury of the Sponsor, or evidence of the prior creation of an existing airport fund or a properly executed copy of the resolution, order, or ordinance creating such a fund, shall be submitted to the State. The fund may be an account as part of another fund but must be accounted for in such a manner that all revenues, expenses, retained earnings, and balances in the account are discernible from other types of monies identified in the fund as a whole. All fees, charges, rents, and money from any source derived from airport operations must be deposited in the Airport Fund and shall not be diverted to the general revenue fund or any other revenue fund of the Sponsor. All expenditures from the Airport Fund shall be solely for airport purposes. Sponsor shall be ineligible for a subsequent grant or loan by the State unless, prior to such subsequent approval of a grant or loan, Sponsor has complied with the requirements of this subparagraph; and

j. the Sponsor shall operate runway lighting at least at low intensity from sunset to sunrise; and

k. insofar as it is reasonable and within its power, Sponsor shall adopt and enforce zoning regulations to restrict the height of structures and use of land adjacent to or in the immediate vicinity of the airport to heights and activities compatible with normal airport operations as provided in Tex. Loc. Govt. Code Ann. Sections 241.001 et seq. (Vernon and Vernon Supp.). Sponsor shall also acquire and retain aviation easements or other property interests in or rights to use of land or airspace unless Sponsor can show that acquisition and retention of such interest will be impractical or will result in undue hardship to Sponsor. Sponsor shall be ineligible for a subsequent grant or loan by the State unless Sponsor has, prior to subsequent approval of a grant or loan, adopted and passed an airport hazard zoning ordinance or order approved by the State; and

l. mowing services shall not qualify for state financial assistance under this Reimbursable Grant Agreement. The Sponsor shall bear full responsibility for all costs associated with mowing services; and

m. operating expenses, which are defined as ongoing costs incurred by a business to sustain its daily operations, including but not limited to rent, utilities, and salaries, shall not be eligible for state financial assistance under this Reimbursable Grant Agreement. The Sponsor shall assume full responsibility for all operating costs; and

n. no Small Capital Improvement Project shall be initiated without the express guidance and prior written approval of the Texas Department of Transportation’s Aviation Division. The Sponsor hereby acknowledges and agrees that failure to obtain such pre-approval shall constitute a breach of this RAMP Grant Agreement and shall result in the Sponsor’s forfeiture of eligibility for reimbursement of any costs or expenses incurred in connection with the unauthorized project.

2. The Sponsor, to the extent of its legal authority to do so, shall save harmless the State, the State's agents, employees or contractors from all claims and liability due to activities of the Sponsor, the Sponsor's agents or employees performed under this Reimbursable Grant Agreement. The Sponsor, to the extent of its legal authority to do so, shall also save harmless the State, the State's agents, employees or contractors from any and all expenses, including attorney fees which might be incurred by the State in litigation or otherwise resisting claim or liabilities which might be imposed on the State as the result of those activities by the Sponsor, the Sponsor's agents or employees.

3. The Sponsor's acceptance of this offer and ratification and adoption of this Reimbursable Grant Agreement shall be evidenced by execution of this Reimbursable Grant Agreement by the Sponsor. The Reimbursable Grant Agreement shall comprise a contract, constituting the obligations and rights of the State of and the Sponsor with respect to the accomplishment of the project and the operation and maintenance of the airport.

If it becomes unreasonable or impractical to complete the project, the State may void this Reimbursable Grant Agreement and release the Sponsor from any further obligation of project costs.

4. Upon entering into this Reimbursable Grant Agreement, Sponsor agrees to name an individual, as the Sponsor's Authorized Representative, who shall be the State's contact with regard to this project. The Representative shall receive all correspondence and documents associated with this Reimbursable Grant Agreement and shall make or shall acquire approvals and disapprovals for this Reimbursable Grant Agreement as required on behalf of the Sponsor, and coordinate schedule for work items as required.

5. By the acceptance of grant funds for the maintenance of eligible airport buildings, the Sponsor certifies that the buildings are owned by the Sponsor. The buildings may be leased but if the lease agreement specifies that the lessee is responsible for the upkeep and repairs of the building no state funds shall be used for that purpose.

6. Sponsor shall request reimbursement of eligible project costs on forms provided by the State. All reimbursement requests are required to include a copy of the invoices for the materials or services and proof of payment. The reimbursement request will be submitted no more than once a month.

7. The Sponsor's acceptance of this Reimbursable Grant Agreement shall comprise a Reimbursable Grant Agreement, as provided by the Transportation Code, Chapter 21, constituting the contractual obligations and rights of the State of Texas and the Sponsor with respect to the accomplishment of the airport maintenance and compliance with the assurances and conditions as provided. Such Reimbursable Grant Agreement shall become effective upon the State's written Notice to Proceed issued following execution of this Reimbursable Grant Agreement.

PART V - Amendments

This Reimbursable Grant Agreement may require an amendment to the scope of services if work contracted by TxDOT is required.

In the event an amendment is required, all parties will agree to the terms specified in the amended Reimbursable Grant Agreement and the following terms apply:

1. The amended Reimbursable Grant Agreement shall be executed prior to work related to the amended scope is provided.

2. Sponsor, by accepting this Reimbursable Grant Agreement certifies and, upon request, shall furnish proof to the State that it has sufficient funds to meet its share of the costs. The Sponsor grants to the State the right to audit any books and records of the Sponsor to verify expended funds.

3. Upon execution of this Reimbursable Grant Agreement and written demand by the State, the Sponsor's financial obligation (Amount C) shall be due in cash and payable in full to the State. State may request the Sponsor's financial obligation in partial payments. Should the Sponsor fail to pay their obligation, either in whole or in part, within 30 days of written demand, the State may exercise its rights under Paragraph V-3. Likewise, should the State be unwilling or unable to pay its obligation in a timely manner, the failure to pay shall be considered a breach and the Sponsor may exercise any rights and remedies it has at law or equity.

   a. Services will not be accomplished by the State until receipt of Sponsor's share of project costs.

4. If additional funds are required after the work is complete to fund the Sponsor’s share, the State shall request funds from Sponsor at the financial closure of the project.

5. The State shall reimburse or credit the Sponsor, at the financial closure of the project, any excess funds provided by the Sponsor which exceed Sponsor's share (Amount C).

PART VI - Recitals

1. This Reimbursable Grant Agreement is executed for the sole benefit of the contracting parties and is not intended or executed for the direct or incidental benefit of any third party.

2. It is the intent of this Reimbursable Grant Agreement to not supplant local funds normally utilized for airport maintenance, and that any state financial assistance offered under this Reimbursable Grant Agreement be in addition to those local funds normally dedicated for airport maintenance.

3. This Reimbursable Grant Agreement is subject to the applicable provisions of the Transportation Code, Chapters 21 and 22, and the Airport Zoning Act, Tex. Loc. Govt. Code Ann. Sections 241.001 et seq. (and Vernon Supp.). Failure to comply with the terms of this Reimbursable Grant Agreement or with the rules and statutes shall be considered a breach of this contract and will allow the State to pursue the remedies for breach as stated below.

a. Of primary importance to the State is compliance with the terms and conditions of this Reimbursable Grant Agreement. If, however, after all reasonable attempts to require compliance have failed, the State finds that the Sponsor is unwilling and/or unable to comply with any of the terms of this Reimbursable Grant Agreement, the State, may pursue any of the following remedies: (1) require a refund of any financial assistance money expended pursuant to this Reimbursable Grant Agreement, (2) deny Sponsor's future requests for aid, (3) request the Attorney General to bring suit seeking reimbursement of any financial assistance money expended on the project pursuant to this Reimbursable Grant Agreement, provided however, these remedies shall not limit the State's authority to enforce its rules, regulations or orders as otherwise provided by law, (4) declare this Reimbursable Grant Agreement null and void, or (5) any other remedy available at law or in equity.

b. Venue for resolution by a court of competent jurisdiction of any dispute arising under the terms of this Reimbursable Grant Agreement, or for enforcement of any of the provisions of this Reimbursable Grant Agreement, is specifically set by Grant of the parties in Travis County, Texas.

4. The State reserves the right to amend or withdraw this Reimbursable Grant Agreement at any time prior to acceptance by the Sponsor. The acceptance period cannot be greater than 30 days after issuance unless extended by the State.

5. This Reimbursable Grant Agreement constitutes the full and total understanding of the parties concerning their rights and responsibilities in regard to this project and shall not be modified, amended, rescinded or revoked unless such modification, amendment, rescission or revocation is agreed to by both parties in writing and executed by both parties.

6. All commitments by the Sponsor and the State are subject to constitutional and statutory limitations and restrictions binding upon the Sponsor and the State (including Sections 5 and 7 of Article 11 of the Texas Constitution, if applicable) and to the availability of funds which lawfully may be applied.

Part VII - Acceptances

Acceptance of the Sponsor

The County of Jefferson, Texas, does ratify and adopt all statements, representations, warranties, covenants, agreements, and all terms and conditions of this Reimbursable Grant Agreement.

Acceptance of the Sponsor executed this _____ day of _____, 20___.

The County of Jefferson, Texas

_____

(*Sponsor*)

_____

(*Sponsor Signature*)

_____

(*Sponsor Title*)

_____

(*Date*)

Acceptance of the State

Executed by and approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out the orders, established policies or work programs and grants heretofore approved and authorized by the Texas Transportation Commission.

State of Texas
Texas Department of Transportation

_____
(Signature)

_____
(*Typed Name*)

_____
(*Title*)

_____
(Date)

Certification of State Single Audit Requirements

I, _____ do certify that the County of Jefferson will comply with all requirements of the State
(Designated Representative)
of Texas Single Audit Act if the County of Jefferson spends or receives more than the threshold amount in any grant funding sources during the most recently audited fiscal year. And in following those requirements, the County of Jefferson will submit the report to the audit division of the Texas Department of Transportation. If your entity did not meet the threshold in grant receivables or expenditures, please submit a letter indicating that your entity is not required to have a State Single Audit performed for the most recent audited fiscal year.

County of Jefferson

_____
(Sponsor)

_____
(Sponsor Signature)

_____
(Sponsor Title)

_____
(Date)

Designation of Sponsor's Authorized Representative

TxDOT Project ID: M26 M2620BMPT

The County of Jefferson ,
designates,

_____

(Name, Title)

as the Sponsor's authorized representative, who shall receive all correspondence and documents associated with this Reimbursable Grant Agreement and who shall make or shall acquire approvals and disapprovals for this Reimbursable Grant Agreement as required on behalf of the Sponsor.

The County of Jefferson, Texas

(*Sponsor*)

_____

(Sponsor Signature)

_____

(Sponsor Title)

_____

(Date)

Designated Representative

Mailing Address: _____

_____

_____

Overnight Mailing Address: _____

_____

_____

Telephone/Fax Number: _____

_____

Email address: _____

COUNTY JUDGES AND COMMISSIONERS ASSOCIATION OF TEXAS

County Commissioner Continuing Education Transcript

Reporting Period: 1/1/2025 - 12/31/2025

Hon. Brandon Willis
Commissioner
Jefferson County
1149 Pearl St, 4th Fl
Beaumont, TX 77701
Phone: (409) 434-5430
Fax:

ID:
269989
Term:
12/17/2024 - 12/31/2028

Date	Description	Earned Hours
1/17/2025	Seminar for Newly Elected County Judges & Commissioners	24.00
2/20/2025	2025 Annual V.G. Young Institute for County Commissioners	16.00
7/21/2025	2025 County Administrative Training: Emergency Management	4.00
7/24/2025	2025 North & East CJCA Conference	11.00
10/28/2025	2025 Commissioners Court Leadership Academy Class XI - Session 2	15.00

Total Hours Earned: 70.00

You have met your 2025 Commissioner Statutory Continuing Education requirement. You will carry forward 8.00 hours to the next reporting period.

See Statute: Section 81.0025 Continuing Education, Local Government Code

Because continuing education sponsors are not required by law to report attendance to the Association, this transcript may not be a complete list of continuing education hours earned by the commissioner for this calendar year.

Print Date: 11/13/2025

If this report does not agree with your records, please call Administrative Assistant at (512) 482-0701 or (800) 733-0699 or cjca@allison-bass.com

Resolution

STATE OF TEXAS	§	COMMISSIONER'S COURT
	§	
COUNTY OF JEFFERSON	§	OF JEFFERSON COUNTY, TEXAS

BE IT REMEMBERED at a meeting of Commissioner's Court of Jefferson County, Texas, held on the 2nd day of December, 2025 on motion made by Everette"Bo"Alfred, Commissioner of Precinct No. 4, and seconded by Michael S. Sinegal, Commissioner of Precinct No. 3, the following resolution was adopted:

WHEREAS, CALISTA COLLINS EAGLIN has devoted **29 years** of her life to serving the people of Jefferson County with pride and professionalism; and

WHEREAS, CALISTA COLLINS EAGLIN began her career with Jefferson County when she was hired by **Sandy Walker**, County Clerk in October 1996 as a Deputy Clerk. Within a year she began working with the courts as a Court Clerk, then later became Court Coordinator. She served with the late Honorable **John Paul Davis**, County Court at Law #3, as Court Clerk and later became Court Coordinator until his passing. She continued to work as Court Coordinator for **Judge Clint Woods,** beginning January 1, 2015; and

WHEREAS, CALISTA COLLINS EAGLIN, known for her high standards and personal integrity, won the respect of attorneys, county offices outside of Jefferson County, colleagues and other county employees; and

WHEREAS, CALISTA COLLINS EAGLIN, a devoted mother and wife, will be enjoying her parents, family, friends and travel in her retirement; and

WHEREAS, having made a significant contribution to the County Court at Law #3 and Jefferson County, **CALISTA COLLINS EAGLIN** is recognized for her unselfish devotion to the common good and welfare of the citizens of Jefferson County and will be missed by her fellow co-workers and friends; and

NOW, THEREFORE, BE IT RESOLVED that the Commissioner's Court of Jefferson County, Texas, does hereby honor and commend **CALISTA COLLINS EAGLIN** for her dedicated service to Jefferson County and wishes her well in her retirement.

SIGNED this 2 day of December, 2025.

JUDGE JEFF R. BRANICK
County Judge

COMMISSIONER BRANDON WILLIS
Precinct. No. 1

COMMISSIONER MICHAEL S. SINEGAL
Precinct No. 3

COMMISSIONER CARY ERICKSON
Precinct No. 2

COMMISSIONER EVERETTE D. ALFRED
Precinct No. 4

Clint Turner
Chief Deputy
E-Mail
Clint.Turner@jeffcotx.us

Tim Funchess
County Treasurer
1149 Pearl Street – Basement
Beaumont, Texas 77701

Office (409) 835-8509
Fax (409) 839-2347
E-Mail
tim.funchess@jeffcotx.us

November 24, 2025

Judge Jeff R. Branick and
Commissioners Court
Jefferson County Courthouse
Beaumont, Texas 77701

Gentlemen:

Enclosed is the Investment Schedule as of October 31, 2025, including interest earnings.

The weighted average yield to maturity on the County's investments is 4.301%. The 90 day Treasury discount rate on October 31, 2025 was 3.73% and the interest on your checking accounts for the month of October was 3.61

Included in the attached report are the balances for the County's pledged collateral.

This report meets the requirements for investment officers in compliance with the Texas Government Code. Title 10, Section 2256.023.

This should be on the agenda December 2, 2025, to be received and filed.

Sincerely,

Tim Funchess

Tim Funchess, CCT, CIO
Enclosure

Agenda should read:
Receive and File Investment Schedule for October, 2025, including the year to date total earnings on County funds.

JEFFERSON COUNTY
MONTH END OCTOBER 31, 2025 INVESTMENT SCHEDULE

SECURITY DESCRIPTION	SETTLEMENT DATE	PAR AMOUNT	AMOUNT PAID	PRICE PAID	EXP. YIELD	MATURITY Date	CALL DATE	# Days to mat.	# Days Invested	CUSIP/C.D. NUMBER	BROKER DEALER	CURRENT VALUE	Current Price	ACCRUED FROM PURCHASE COUPON	Coupon paid TO DATE	BOOK VALUE ACCRUED INT.)
INVESTMENTS																
TEXAS CLASS		$20,000,000.00	$20,000,000.00	100	4.086%		NONE			TX-01-0485-4001	TEXAS CLASS	$20,000,000.00			$489,539.42	$20,000,000.00
CDs and Securities																
FHLB 4.65%	23-Dec-24	$5,000,000.00	$5,000,000.00	100	4.650%	23-Dec-27	23-Dec-25	783	1095	3130B4DJ7	NATIONAL ALLIANCE	$4,999,550.00	$99.9910	$82,666.67	$116,250.00	$5,082,216.67
FNMA 4.55%	13-Jan-25	$5,000,000.00	$5,000,000.00	100	4.550%	13-Jan-28	13-Jan-26	804	1095	3136GA5M7	NATIONAL ALLIANCE	$4,995,450.00	$99.9090	$68,250.00	$113,750.00	$5,063,700.00
FHLB 4.50%	15-Jan-25	$5,000,000.00	$5,000,000.00	100	4.500%	15-Jan-27	15-Jan-26	441	730	3130B4MH1	NATIONAL ALLIANCE	$4,995,750.00	$99.9150	$66,250.00	$112,500.00	$5,062,000.00
FNMA 4.50%	18-Feb-25	$5,500,000.00	$5,500,000.00	100	4.500%	18-Feb-28	18-Feb-26	840	1095	3136GAAH2	NATIONAL ALLIANCE	$5,507,700.00	$100.1400	$50,187.50	$123,750.00	$5,557,887.50
FHLB 4.35%	03-Mar-25	$5,000,000.00	$5,000,000.00	100	4.350%	03-Mar-28	03-Mar-26	854	1096	3130B5FB9	NATIONAL ALLIANCE	$4,996,800.00	$99.9360	$35,041.67	$108,750.00	$5,031,841.67
FNMA 4.11%	27-Mar-25	$5,300,000.00	$5,300,000.00	100	4.110%	24-Mar-28	24-Mar-27	875	1093	3136GADG1	NATIONAL ALLIANCE	$5,315,211.00	$100.2870	$22,388.08	$107,099.75	$5,337,599.08
FFCB 4.30%	30-Jun-25	$5,000,000.00	$5,000,000.00	100	4.300%	30-Jun-28	30-Jun-26	973	1096	3133ETMX2	NATIONAL ALLIANCE	$5,000,600.00	$100.0120	$71,666.67	$0.00	$5,072,266.67
FHLB 4.25%	22-May-25	$4,105,000.00	$4,105,000.00	100	4.250%	22-Nov-27	22-May-26	752	914	3130B6JZ0	NATIONAL ALLIANCE	$4,103,850.60	$99.9720	$77,054.27	$0.00	$4,180,904.87
FHLB 4.25%	14-Aug-25	$3,000,000.00	$3,000,000.00	100	4.250%	14-Aug-28	14-Aug-26	1018	1096	3130B7BL7	NATIONAL ALLIANCE	$3,006,960.00	$100.2320	$27,270.83	$0.00	$3,034,230.83
FHLB 4.25%	22-Aug-25	$5,000,000.00	$5,000,000.00	100	4.250%	22-Aug-28	18-Feb-26	1022	1092	3130B7JQ8	NATIONAL ALLIANCE	$5,002,350.00	$100.0470	$40,729.17	$0.00	$5,043,079.17
FHLB 4.25%	25-Oct-24	$1,700,000.00	$1,700,000.00	100	4.250%	22-Oct-27	22-Apr-26	721	1092	3130B3G72	NATIONAL ALLIANCE	$1,701,258.00	$100.0740	$1,806.25	$71,848.61	$1,703,064.25
FHLB 4.20%	25-Oct-24	$3,300,000.00	$3,300,000.00	100	4.200%	22-Oct-27	22-Apr-26	721	1092	3130B3FG3	NATIONAL ALLIANCE	$3,301,419.00	$100.0430	$3,465.00	$137,445.00	$3,304,884.00
FAMCA 4.50%	04-Nov-24	$5,000,000.00	$5,000,000.00	100	4.500%	04-Nov-27	04-Nov-25	734	1095	31424WQQ8	NATIONAL ALLIANCE	$5,000,100.00	$100.0020	$110,625.00	$112,500.00	$5,110,725.00
		TOTAL PAR	AMT. INVESTED		WEIGHTED AVG. YLD	EQUIVALENT TREAS. RATE			WEIGHTED AVG.	MATURITY		TOTAL MARKET VALUE				TOTAL BOOK VALUE
INVESTMENT ACCTS		$20,000,000.00	$20,000,000.00									$20,000,000.00		0.00	$489,539.42	
CDs and Securities		$57,905,000.00	$57,905,000.00		4.301%	3.610%			604	DAYS		$57,926,998.60		657,401.11	$1,003,893.36	
TOTALS ALL ACCTS:		$77,905,000.00	$77,905,000.00									$77,926,998.60		657,401.11	$1,493,432.78	$78,584,399.71

PLEDGE COLLATERAL REPORT WELLS FARGO
ALL COUNTY FUNDS
AS OF OCTOBER 31, 2025

MARKET VALUE OF PLEDGE SECURITIES	$250,000,000.00
BALANCE IN ALL ACCOUNTS:	$140,987,005.21
OVER OR (UNDER) AMOUNT:	$109,012,994.79
	177.32%

COMPLIANCE STATEMENT

This in an unaudited statement made in accordance with provisions of Government Code Title 10 Section 2256.023 The Public Funds Investment Act

The investment portfolios of Jefferson County comply with the strategies in the Jefferson County Investment Policy and Procedures.

Tim Funchess, Jefferson County Treasurer/ Investment Officer

OCTOBER 2025, JEFFERSON COUNTY INVESTMENT MATURITIES
MATURED SECURITIES AND INTEREST EARNED

SECURITY DESCRIPTION	PURCHASE DATE	PAR AMOUNT	AMOUNT INVESTED	PRICE PAID	EXPECT. YIELD	MATURITY DATE	Coupon Pay DATE	# DAYS INVEST.	CUSIP/C.D. NUMBER	BROKER DEALER	INTEREST EARNINGS	
INVESTMENTS												
TEXAS CLASS	02-Apr-25	$20,000,000.00	$20,000,000.00	100	4.086%		01-Nov-25				$69,536.67	
FHLB 4.25%	25-Oct-24	$1,700,000.00	$1,700,000.00	100	4.250%	22-Oct-27	22-Oct-25	1092	3130B3G72	NATIONAL ALLIANCE	$36,125.00	COUPON
FHLB 4.20%	25-Oct-24	$3,300,000.00	$3,300,000.00	100	4.200%	22-Oct-27	22-Oct-25	1092	3130B3FG3	NATIONAL ALLIANCE	$69,300.00	COUPON
												$174,961.67
CHECKING INTEREST												
POOLED CASH ACCT		OCTOBER INTEREST			3.61%			31	1004221717	STELLAR BANK	$281,529.88	
OTHER COUNTY ACCTS		OCTOBER INTEREST			3.61%			31		STELLAR BANK	$25,018.03	
TAX LICENSE ACCT		OCTOBER INTEREST			3.61%			31	1004224083	STELLAR BANK	$1,938.73	
												$308,486.64
TOTAL		$25,000,000.00	$25,000,000.00								$483,448.31	$483,448.31

FISCAL YEAR 2025-2026

YIELD TO MATURITY AND INTEREST EARNINGS

MONTH	90 DAY T. BILL RATE	INVESTMENT INTEREST EARNED	CHECKING ACCOUNT YIELD	TEXAS CLASS INTEREST	TEXAS CLASS YIELD
OCTOBER	3.730%	$483,448.31	3.610%		
ANNUAL TOTALS		$483,448.31		$0.00	$483,448.31

UTILITY AND COMMON CARRIER PIPELINE POLICY

GENERAL REQUIREMENTS

Who Must Apply

Any person company, corporation, or public agency desiring to place utility or common carrier pipelines in or above the rights-of-way of public roads in Jefferson County shall obtain a Commissioners' Court Order from Jefferson County Commissioners' Court for the construction, operation and maintenance of said line. The applicant shall comply with all rules, regulations, principles, and specifications herein contained and any other subsequently adopted by Jefferson County Commissioners' Court prior to issuance of the order.

Application

The permitee must complete, in quintruplicate (5), the form herein contained, outlining in detail the proposed installation and its location in public right-of-way. The completed application form must be returned to Jefferson County Engineering Department, at 1149 Pearl Street, 5th Floor, Beaumont, Texas 77701, for approval by Commissioners' Court prior to the start of construction.

Determination

Commissioners' Court shall determine, within a reasonable time after filing of a complete application in the opinion of the County Engineer, the following:

a. If applicant is a utility, whether applicant is a public utility serving a public purpose; and
b. If applicant is a pipeline carrier, whether:
    1. It is a common carrier; and
    2. It serves a public purpose; and
    3. The proposed pipeline is a parallel line to be placed within fifteen (15) feet of the improved portion of said right-of-way.

If Commissioners' Court determines that applicant is not a public utility, or that it is not a common carrier, or that its utility or pipeline shall not serve a public purpose, or that its propose pipeline will be a parallel line placed within fifteen (15) feet of the improved portion of any right-of-way, then, in the event of any such finding, applicant's application shall be denied and its bond returned.

Such applicant may then apply for a permit under the County's "Pipeline Permit Policy" and any bond, in lieu of returning it to applicant, may be applied to the permit application.

Maintenance, Alteration or Removal

Advance notification in writing will be required for all maintenance, alteration or removal operations except in emergency situations where the safety of the public would be endangered by a delay in repairs. In any such emergency, contact the County Engineer by phone at (409) 835-8584, and inform him of the proposed emergency repairs. As soon as practical, but no later than 48 hours after the start of emergency repairs, the permitee shall notify the County Engineer in writing of the emergency repairs effected, detailing the repairs and the reasons immediate action was required.

Time Limits

A time period of three months is allowed from the issuance of the order to start construction. Once started, the applicant is allowed three months to complete all work. All construction must be completed within six (6) months from the date of issuance. Upon application, extensions may be granted by the Jefferson County Commissioners' Court. Such applications for extensions must be received by the Court at least thirty days before the expiration of the six-month period.

Existing Permits

Any permit, franchise, or instruments of a similar character previously executed by Commissioners' Court shall be subject to the time limit and requirements herein unless specifically stated to the contrary in said permit, franchise or instrument.

GENERAL PRINCIPLES

No utility or common carrier pipeline shall ever be installed or maintained in such manner as to interfere with construction, maintenance or repair of any public road whether currently existing or hereafter constructed on future public right-of-way. Should a utility or common carrier pipeline installed by the applicant ever be found to interfere with the construction, maintenance of repair of an existing public road or future public road, the applicant shall, upon the request of the Commissioners' Court, or the County Engineer, promptly change or alter such installation, at its own expense, in such manner that the same no longer interferes with such construction, maintenance or repair.

No utility or common carrier pipeline shall ever be installed so as to interfere with the use of a public road for vehicular or pedestrian traffic, nor so as to interfere with any drainage now or hereafter effected on or along any such road.

Whenever the relocation of public utility is necessitated by the improvement of a county road; such relocation shall be promptly made by the utility company or common carrier company at the rate, cost and expense of said company.

Responsibility for Repairs

The applicant, in accordance with the specifications herein contained and/or the directions of the County Engineer or his designated representatives, shall immediately, at its own expense, repair, or replace all public property and all private property, including, but not limited to, driveways, fences, and mail boxes, located in, along or adjacent to public right-of-way, which may be damaged or destroyed by any action or inaction of the applicant.

In any case in which the public welfare demands immediate action to remedy conditions arising out of the actions or inactions of the applicant and in which it is judged that the applicant cannot provide such immediate action, and in any case in which the permitee has failed to comply with the directions of Commissioners' Court or the County Engineer or his representative, or to comply with the rules of Jefferson County to perform or cause to e performed, at the remedy such conditions or provide compliance with such directions.

SPECIFICATIONS

General

The applicant shall comply with the rules, regulations, principles, and specifications contained here and/or the directions of the County Engineer, or his representatives. Should the County Engineer or his representatives find that the applicant is not in compliance with said rules, regulations, principles, specifications and directions, he will require that the applicant cease all work until such compliance can be obtained. Failure to comply with said rules, regulations, specifications and directions will be cause for issuance of a "Stop Work Order" until such time as said defects are corrected.

Line Crossing, Method of Placement (See Standard Detail)

Any utility or common carrier pipeline crossing a public road, regardless of roadway surfacing or lack thereof, shall be bored, jacked or driven under the roadway and shall be placed in an iron, steel or other approved casing of approximately the same diameter as the utility or common carrier pipeline. Such casing shall extend one hundred and twenty (120) feet or the width of the right-of-way, plus one foot on each side of the right-of-way, whichever is greater with the casing location to be determined by the Jefferson County Engineering Department.

Water jetting will not be allowed. Excavation will not be allowed within the road right-of-way.

A minimum cover of six (6) feet must be provided under road ditches.

Uncased, protected lines must have a minimum cover of eight (8) feet.

Where evidence is presented indicating the impracticality of boring, jacking, or driving the line under the roadway, Commissioners' Court may at its option, grant permission for placement by open cut or require relocations of the crossing to another location where the line can be successfully installed by the specified method.

Where placement by open cut is allowed by Commissioners' Court, it shall be in compliance with these specifications:

a. Casing The line will be fully cased for one hundred and twenty (120) feet or the width of the right-of-way, plus one foot on each side of the right-of-way, whichever is greater; with the casing location to be determined by the Jefferson County Engineering Department.

b. Backfill The line must be properly bedded to prevent settlement or damage to the line. The excavation shall be backfilled with cement stabilized sand (1 ½ sack per cubic yard) to within 2" of the sub-base and compacted.

c. Base The base shall be replaced with crushed limestone base material from 2" below the existing bass to 1" below the existing op of base and compacted to a minimum 95% Proctor density. In no case shall the compacted thickness of the replacement base e less than 6".

d. Surface

1. Dirt, Shell or Gravel Surface The original surface shall be replaced with an equal thickness of shell or gravel, but in no case less than 6" of well-compacted material will be accepted.

2. Bituminous Surface The original surface shall be replaced with a 1" greater thickness of hot mix, hot laid, asphaltic concrete, but in no case less than 2" thick.

3. Concrete Surface The original surface shall be replaced with 1" greater thickness of minimum 3000 psi Portland Cement concrete, in no case less than 6" thick. Concrete must be replaced in full panel sections only. Replacement concrete is to be reinforced with ½" diameter deformed reinforcing steel bars, 12" on center or equal. Replacement sections must be accurately positioned with reference to existing sections by means of steel dowel bars. Bituminous overlays or concrete shall be replaced with an equal thickness of hot mix, hot laid asphaltic concrete.

Where a line is installed outside of the roadway area, the excavation may be backfilled with excavated material compacted in 6" lifts, and the right-of-way shall be reshaped to its original contours. Excess excavation shall be hauled away.

Lines paralleling Method of Placement (See Standard Detail)

Where the right-of-way is available, no lines shall be placed closer than ten (10) feet to the edge of pavement nor closer than twenty feet from the center line of a road where the road is not paved. No line shall be placed less than three feet below the flow-line of a road ditch without the permission of Jefferson County Commissioners' Court. (See Standard Detail)

Lines may be placed by an open cut of the road shoulder. When excavated material from the cut is piled along the cut, the permitee shall provide minimum 12" wide weep holes at maximum 200-foot intervals and at all low places to allow drainage of the road and adjacent property into the road ditch.

The line shall be properly bedded and may be backfilled with the excavated material compacted in 6" layers. Excess excavation must be hauled away.

Pole, Lines, Location

Utility lines for the transmission of electrical power, or for telephone or telegraph communications, or for similar purposes, may be installed above ground on timber or other sturdy poles. Poles shall be placed as close as practical to the right-of-way lines but in no case closer than fifteen (15) feet from the edge of pavement without the permission of Commissioners' Court.

No guy wires may be anchored within the right-of-way except in the outer one-foot on each side.

Care shall be taken in the placement of poles to minimize the danger that they present to vehicular traffic. The applicant may in some cases be required to construct guardrails for the protection of the public.

Care shall be taken in the placement of poles to avoid damage to existing underground lines. No poles will be placed where they will block drainage.

Pole lines crossing public roads must provide a minimum twenty-two (22) foot vertical clearance.

Inspection Notice

The permitee will notify the County Engineer, (409) 835-8584, at least 48 hours in advance of the start of construction, or of the resumption of construction if discontinue for more than 5 working days.

Line Markers

All lines crossing pubic roads shall be identified with appropriate markers installed three (3) feet above ground on metal posts located at the point where such line crosses the right-of-way line.

Lines paralleling shall be marked with similar markers every 400 feet, but in no event less than one city block. Lines paralleling shall be marked with similar markers at all angle points. Such markers shall be placed on the right-of-way line and the offset to the line indicated.

Traffic Control

The applicant shall maintain at least one lane of traffic in each direction open at all times unless permission to the contrary is granted by the County Engineer.

The applicant shall provide all necessary flagmen, barricades, flashers and any other traffic control devices necessary for the protection of the public and of his own personnel.

Bonds

The common carrier applicant will provide a performance bond as Jefferson County Commissioners' Court may require to provide for the protection of public property. The minimum bond required shall be $5,000.00 per crossing and $50,000.00 per mile of parallel construction or fraction thereof.

Significantly larger bonds may be required if judged necessary by Jefferson County Commissioners' Court. No work will begin until the County Engineer has been furnished such bond.

Application Fee

The common carrier application fee shall be $100.00 per road crossing and $150.00 per mile of parallel construction or fraction thereof.

ROUTE MAP

Applicant shall submit with application five (5) prints of the County Road Map accurately showing the location and alignment of the line, including all angle points and all tie-ins for crossings of roads and major streams. Applicant shall use the official Jefferson County Road Map at a scale of 1" = 3 miles. This map can be obtained through the office of the County Engineer.

Permit No. _____
Precinct No._____

NOTICE OF PROPOSED PLACEMENT OF
PUBLIC UTILITY LINE/COMMON CARRIER PIPLINE WITHIN
JEFFERSON COUNTY RIGHT-OF-WAY
(2003 REVISION)

Date: _____

HONORABLE COMMISSIONERS' COURT
JEFFERSON COUNTY
BEAUMONT, TEXAS 77701

Gentlemen:

_____, (Company) does hereby made application to use lands belonging to Jefferson County, for the purpose of constructing, maintaining or repairing a utility or common carrier pipeline for the distribution of _____ , location of which is fully described as follows:

_____ pages of drawings attached.

Construction will begin on or after _____2 0____

It is understood that all work will comply with requirements of the Utility and Common Carrier Pipeline Policy adopted by Jefferson County Commissioners' Court on _____ and all subsequent revisions thereof to date.

Company_____

By _____

Title _____

Address_____

Telephone _____

Fax No. _____

FOR COMMON CARRIER PIPELINE COMPANY ONLY

1. Common Carrier Determination form must be attached to application.

2. Corporation/Person product is to be purchased from/delivered to:

Enclosed, please find the required application fee:

_____ road crossing @ $100.00 _____ $_____

_____ miles parallel @ $150.O0/mile or fraction _____ $ _____

TOTAL_____ $_____

We understand that a Performance Bond will be required to protect against damage to Jefferson County's property. This will be $5,000.00 per crossing and $50,000.00 per mile or fraction thereof for parallel construction unless a special hazard to Jefferson County's property is judged to exist. No work will begin until the County Engineer has Been furnished such bonds as Jefferson County Commissioners' Court may choose to require.

ENGINEERING ACTION FORM

The minimum standard bond required is $N/A

County Engineer

11/17/2025
Date

COMMISSIONERS COURT ORDER

On this date the attached application of a utility or common carrier pipeline came on for the Courts consideration, and the Court having considered the application is of the opinion that the applicant is a utility or common carrier pipeline company meeting all the requirements of County Policy for installation of a line in County roads and that the plans or details presented with said application did not appear to violate the County Regulations. It is ORDERED that said applicant shall comply with all provisions of the Utility and Common Carrier Pipe Line Policy adopted by this Court, and all subsequent revisions. The bond required shall be $N/A. Special conditions of construction (are/are not) attached hereto.

COMMISSIONERS COURT

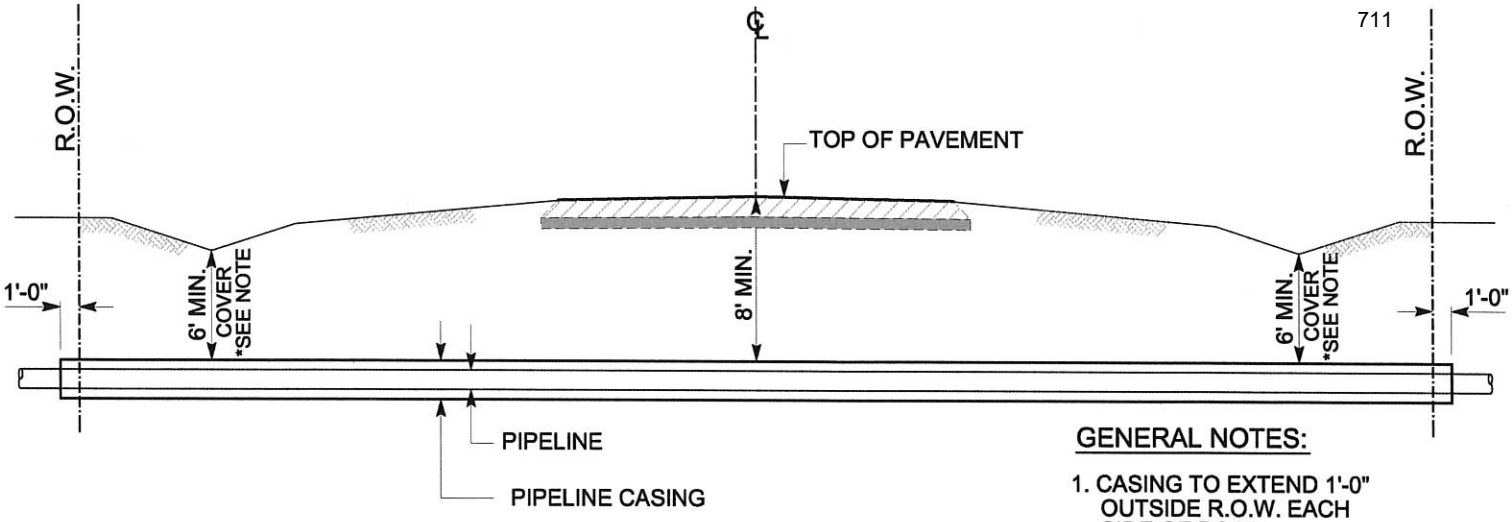
By _____
County Judge

COMMISSIONERS COURT JEFFERSON COUNTY, TEXAS

ATTEST _____

DATE 12/4/2025

REV 2020

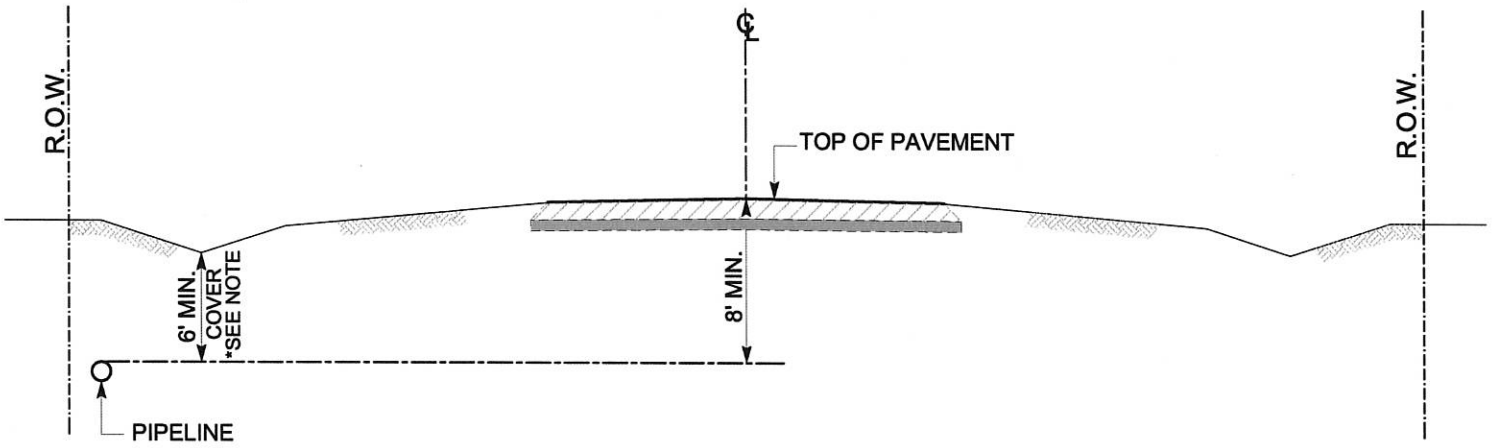


GENERAL NOTES:

1. CASING TO EXTEND 1'-0" OUTSIDE R.O.W. EACH SIDE OF ROAD
2. JEFFERSON COUNTY MAY EXEMPT CASING IN LIEU OF OTHER SUFFICIENT METHODS FOR PROTECTING THE PIPELINE AND PUBLIC RIGHT OF WAY
3. * 6'-0" MINIMUM COVER AT LOWEST DITCH FLOW LINE ELEVATION

1.) STANDARD PIPELINE CROSSING

N.T.S



GENERAL NOTES:

1. * 6'-0" MINIMUM COVER AT LOWEST DITCH FLOW LINE ELEVATION

2.) STANDARD PARALLEL LINE

N.T.S

JEFFERSON COUNTY ENGINEERING DEPARTMENT

PIPELINE DETAILS (STD)

DRAWN:	J.D.		SHEET NO. 1 OF 1
CHECKED:	S.S.	REVISED: 01/15/2020	

Date Wednesday, November 12, 2025

To: Jefferson County, Texas
C/O: Ernest Clement, Engineering Specialist
Engineering Dept.
1149 Pearl Street, 5th floor
Jefferson County Courthouse
Beaumont, TX 77701
Office: (409) 835-8584
Via Email: ernest.clement@jeffcotx.us

This letter is to provide notice of proposed work for providing public utility of data communications in the rights of ways of affected streets in the City's jurisdiction. Please see the plan set attachment for consideration of no objection to proposed work included with this request. Notice is hereby given that AT&T Communications "Company" is proposing work that affects rights of ways of the following streets that can be described as follows:

Directional bore @72" to place buried fiber optic cable in HPDE innerduct conduit at existing handhole located 1126' northeast of Industrial Rd C/L.

The location and description of proposed work and appurtenances is more fully shown by drawings attached to this notice. Note applicant's exemption from providing engineer's seal to proposed drawings & other documents for projects below cost threshold per Texas Board of Professional Engineers and Land Surveyors
https://pels.texas.gov/downloads/TBPELSDiagrammatic.pdf
and concerning telecommunication purposes outlined in Occupations Code Title 6.
https://statutes.capitol.texas.gov/docs/oc/htm/oc.1001.htm

The line will be constructed and maintained on the street right-of-way as shown on the attached drawings and as directed by the City in accordance with governing laws.

All work can be performed without interrupting the flow of traffic. Company acknowledges proper traffic control measures complying with applicable portions of the Texas Manual of Uniform Traffic Control Devices required for adoption by the "Uniform Act Regulating Traffic on Highways" (V.A.C.S. Art. 6701d). If traffic diversion is needed, Traffic Control Plan TCP (1-2)-18 with lane closures is included.
https://ftp.Dot.State.Tx.Us/pub/txdot-info/cmd/cserve/standard/traffic/tcp1-2.pdf

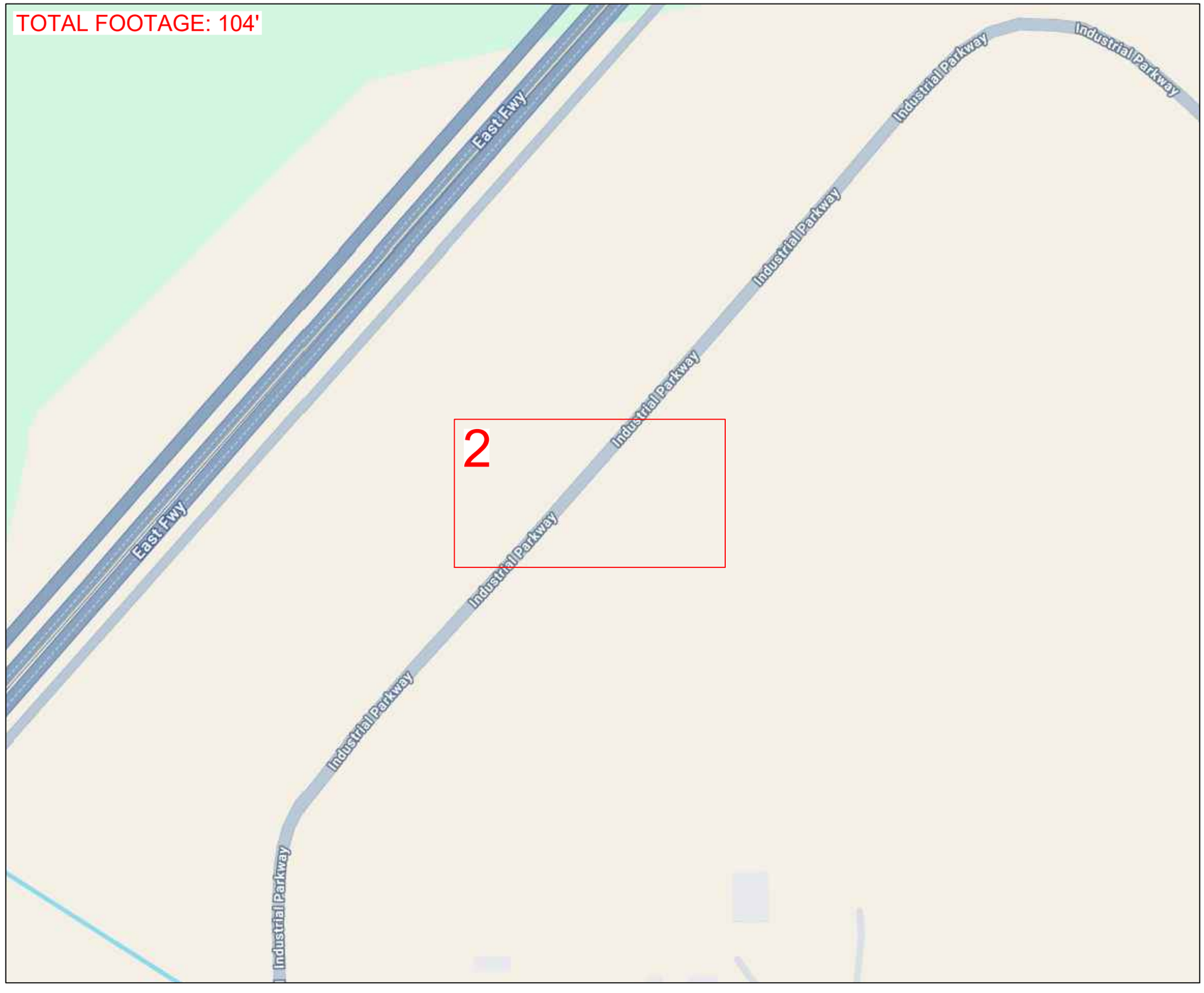
Proposed construction is requested to begin on or after Monday, 11/10/2025 or as soon as possible.

Firm: AT&T Communications Inc. C/O: Byers Engineering
Requestor: Byers Engineering for AT&T Communications Inc.
By: Jason Brown, IFP Permit Supervisor, (817) 999-7509

AT&T Communications Inc.
208 South Akard Rm 1820, Dallas, TX 75202-4206
(800) 246-8464 / (281) 374-3725 / HOUENG@ATT.COM

Byers Engineering
13430 NW Freeway Ste 250 Houston TX 77040-6020
(713) 574-2142 / FTH_PERMITS@BYERS.COM

COVER SHEET



AT&T INSTALLATION
8805 INDUSTRIAL PKWY
BEAUMONT, TX 77705
JEFFERSON COUNTY
SECTIONS:

HOMEOWNERS, RESIDENTS, AND HOAs ARE TO BE NOTIFIED AT LEAST 3 DAY IN ADVANCE PRIOR TO CONSTRUCTION

REV:	00	REVDATE:	11.10.2025
PROJECT DESIGNATED ADDRESS: **8805 INDUSTRIAL PKWY BEAUMONT, TX 77705**			**A05C6VJ** NOT TO SCALE
DRAWING NAME: **A05C6VJ-BYERS-8805 INDUSTRIAL PKWY**			
ENGINEER ID:	**RC6364**	BYERS ENGINEER:	**ANDREW BARRERAS**

BYERS ENGINEERING COMPANY

Note: applicant's exemption from providing an engineer's seal to proposed plans, drawings & other documents per Texas Board of Professional Engineers and Land Surveyors exemptions for cost below threshold.
https://pels.texas.gov/downloads/TBPELSDiagrammatic.pdf
and per Occupations Code Title 6.
https://statutes.capitol.texas.gov/docs/OC/htm/OC.1001.htm
for telecom purposes.

13430 NW FWY, SUITE 250, HOUSTON, TX 77040-6020 (713) 574-2742

DRAWN BY:	GARDHIL A. CAYBIN	PRINT:	1	OF:	2

CONSTRUCTION SPECIFICATIONS

1. NO MORE TRENCH OPENED AT ONE TIME THAN CAN BE BACKFILLED AND COMPACTED IN 10" LIFTS AT END OF EACH WORK DAY. (NO TRENCH LEFT OPEN OVERNIGHT).
2. ALL EXCESS EXCAVATION TO BE REMOVED FROM ROAD RIGHT-OF-WAY AT THE END OF EACH WORK DAY.
3. OPEN DITCHES TO BE OPENED AT THE END OF EACH DAY TO ASSURE ADEQUATE DRAINAGE.
4. ROAD MUST BE KEPT OPEN TO TRAFFIC AND CONTRACTOR MUST PROVIDE ADEQUATE FLAGMEN, SIGNS, SIGNALS, ETC. TO PROVIDE COMPLETE SAFETY TO THE PUBLIC.
5. IF IT BECOMES NECESSARY FOR EQUIPMENT TO OPERATE ON A PORTION OF THE PAVEMENT, PRECAUTIONS SHOULD BE TAKEN TO PREVENT ANY DAMAGE WHATSOEVER TO THE PAVEMENT.
6. CONDITION OF ROADUPON COMPLETION OF JOB SHALL BE AS GOOD OR BETTER THAN PRIOR TO STARTING.
7. MIN DEPTH TO TOP OF CABLE OR CONDUIT IS TO BE 96" BELOW CROWN OF ROAD AND 72" BELOW ANY ROADSIDE OPEN DITCH.

LEGEND

PROPOSED AT&T BURIED PLACEMENT

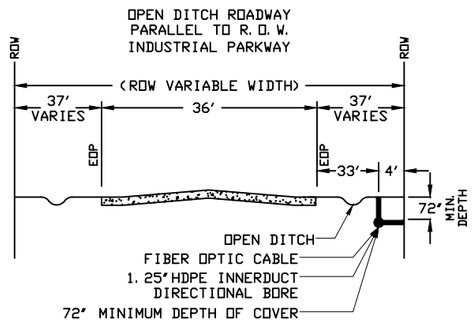
EXISTING HANDHOLE

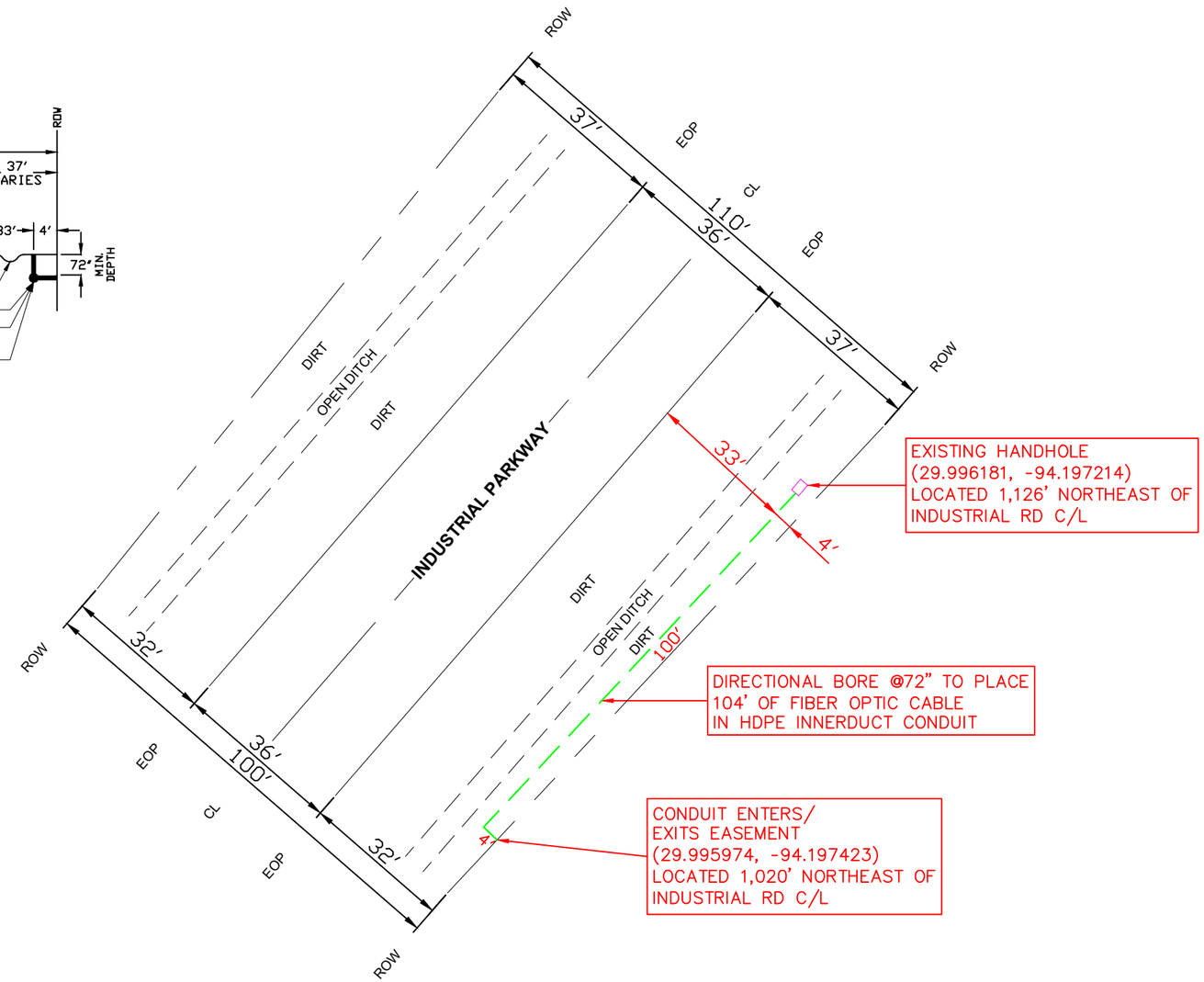
RIGHT-OF-WAY

EOP

CENTERLINE

OPEN DITCH





BEFORE YOU DIG!
2 DAYS PRIOR
CALL 811

Texas 811
Know what's below. Call before you dig.

DEPTH OF COVER NOTE:
-WHEN PLACING PARALLEL/ALONG ANY ROAD, ENSURE 72" DEPTH OF COVER.
-WHILE CROSSING ANY ROAD OR PAVED SURFACE, DEPTH OF COVER SHALL BE 96"
-FOR DITCHES, DEPTH OF COVER MUST BE 72" AS MEASURED FROM MAX DEPTH FLOW LINE.

UTILITY CROSSING NOTE:
ALL FACILITY UTILITY CROSSINGS ARE SHOWN AT APPROXIMATELY 90 DEGREES TO THE CENTERLINE AND SHALL BE INSTALLED AT APPROXIMATELY 90 DEGREES TO THE CENTERLINE IN ACCORDANCE WITH TEXAS ADMINISTRATIVE CODE CHAPTER 21 (RIGHT OF WAY), SUBCHAPTER C (UTILITY ACCOMMODATION) RULE 21.37 (DESIGN)

ADDITIONAL TRAFFIC NOTES:
CONTRACTOR SHALL PROVIDE AND INSTALL TRAFFIC CONTROL DEVICES IN CONFORMANCE WITH PART VI OF THE TEXAS MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (TMUTCD - LATEST EDITION WITH REVISIONS) DURING CONSTRUCTION. NO LANES SHALL BE BLOCKED DURING CONSTRUCTION.

NOTE:
ALL CONSTRUCTION CAN BE COMPLETED IN THE ROW WITHOUT INTERRUPTING THE FLOW OF TRAFFIC.
EXPOSE ALL UTILITIES IN AREA BEFORE CROSSING.

CONSTRUCTION DRAWING

N

REV:	00	REVDATE:	11.10.2025
PROJECT DESIGNATED ADDRESS: 8805 INDUSTRIAL PKWY BEAUMONT, TX 77705			A05C6VJ 1":30'

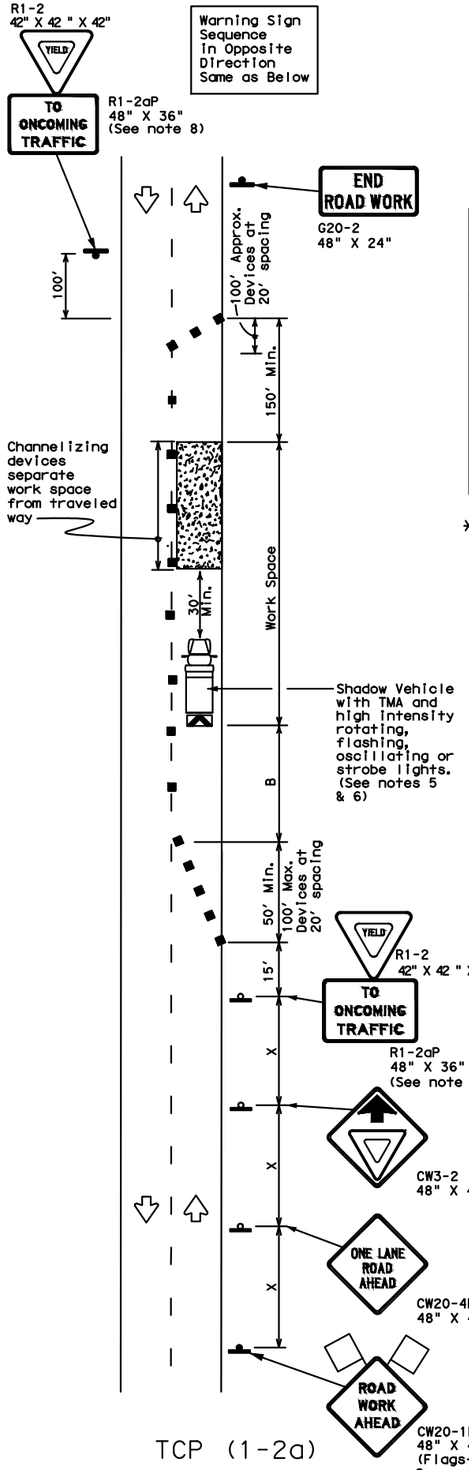
DRAWING NAME: A05C6VJ-BYERS-8805 INDUSTRIAL PKWY

ENGINEER ID:	RC6364	BYERS ENGINEER:	ANDREW BARRERAS

BYERS ENGINEERING COMPANY
13430 NW FWY, SUITE 250, HOUSTON, TX 77040-6020 (713) 574-2742

Note: applicant's exemption from providing an engineer's seal to proposed plans, drawings & other documents per Texas Board of Professional Engineers and Land Surveyors exemptions for cost below threshold. https://pels.texas.gov/downloads/TBPELSDiagrammatic.pdf and per Occupations Code Title 6. https://statutes.capitol.texas.gov/docs/OC/htm/OC.1001.htm for telecom purposes.

DRAWN BY:	GARDHIL A. CAYBIN	PRINT:	2	OF:	2



TCP (1-2a)

ONE LANE TWO-WAY
CONTROL WITH YIELD SIGNS
(Less than 2000 ADT - See note 7)

LEGEND			
	Type 3 Barricade	■ ■	Channelizing Devices
	Heavy Work Vehicle		Truck Mounted Attenuator (TMA)
	Trailer Mounted Flashing Arrow Board	M	Portable Changeable Message Sign (PCMS)
	Sign		Traffic Flow
	Flag		Flagger

Posted Speed *	Formula	Minimum Desirable Taper Lengths ** 10' Offset	11' Offset	12' Offset	Suggested Maximum Spacing of Channelizing Devices: On a Taper	On a Tangent	Minimum Sign Spacing "X" Distance	Suggested Longitudinal Buffer Space "B"	Stopping Sight Distance
30	$L=\frac{WS^2}{60}$	150'	165'	180'	30'	60'	120'	90'	200'
35		205'	225'	245'	35'	70'	160'	120'	250'
40		265'	295'	320'	40'	80'	240'	155'	305'
45	L=WS	450'	495'	540'	45'	90'	320'	195'	360'
50		500'	550'	600'	50'	100'	400'	240'	425'
55		550'	605'	660'	55'	110'	500'	295'	495'
60		600'	660'	720'	60'	120'	600'	350'	570'
65		650'	715'	780'	65'	130'	700'	410'	645'
70		700'	770'	840'	70'	140'	800'	475'	730'
75		750'	825'	900'	75'	150'	900'	540'	820'

* Conventional Roads Only
** Taper lengths have been rounded off.
L=Length of Taper(FT) W=Width of Offset(FT) S=Posted Speed(MPH)

TYPICAL USAGE				
MOBILE	SHORT DURATION	SHORT TERM STATIONARY	INTERMEDIATE TERM STATIONARY	LONG TERM STATIONARY
	✓	✓		

GENERAL NOTES

1. Flags attached to signs where shown are REQUIRED.
2. All traffic control devices illustrated are REQUIRED, except those denoted with the triangle symbol may be omitted when stated elsewhere in the plans, or for routine maintenance work, when approved by the Engineer.
3. The CW3-4 "BE PREPARED TO STOP" sign may be installed after the CW20-4D "ONE LANE ROAD AHEAD" sign, but proper sign spacing shall be maintained.
4. Sign spacing may be increased or an additional CW20-1D "ROAD WORK AHEAD" sign may be used if advance warning ahead of the flagger or R1-2 "YIELD" sign is less than 1500 feet.
5. A Shadow Vehicle with a TMA should be used anytime it can be positioned 30 to 100 feet in advance of the area of crew exposure without adversely affecting the performance or quality of the work. If workers are no longer present but road or work conditions require the traffic control to remain in place, Type 3 Barricades or other channelizing devices may be substituted for the Shadow Vehicle and TMA.
6. Additional Shadow Vehicles with TMAs may be positioned off the paved surface, next to those shown in order to protect wider work spaces.

TCP (1-2a)

7. R1-2 "YIELD" sign traffic control may be used on projects with approaches that have adequate sight distance. For projects in urban areas, work spaces should be no longer than one half city block. In rural areas on roadways with less than 2000 ADT, work spaces should be no longer than 400 feet.
8. R1-2 "YIELD" sign with R1-2aP "TO ONCOMING TRAFFIC" plaque shall be placed on a support at a 7 foot minimum mounting height.

Texas Department of Transportation | Traffic Operations Division Standard

TRAFFIC CONTROL PLAN
ONE-LANE TWO-WAY
TRAFFIC CONTROL

TCP(1-2)-18

BENCKENSTEIN & OXFORD LLP
— ATTORNEYS AT LAW —

HUBERT OXFORD, IV
PARTNER

3535 Calder Avenue, Suite 300
Beaumont, Texas 77706
(409) 833-9182
hoxfordiv@benoxford.com

November 24, 2025

Via Electronic Mail
The Honorable Brandon Willis
Commissioner, Precinct 1
1149 Pearl Street, 4th Floor
Beaumont, TX 77701

Re: Appointment or re-appointment of Commissioners to the Jefferson County Emergency Services District No.1, Places 1, 4, and 5

Dear Commissioner Willis,

We are writing to request that the Jefferson County Commissioners Court appoint or replace Commissioners for Places 1, 4 and 5 to the Jefferson County Emergency Services District No. 1 ("District") pursuant to Section 775.034 of the Texas Health & Safety Code. Last year, Places 2 and 3 were up for re-appointment.

Currently, the sitting Commissioners are:

Place	Current Occupant	Term Expiration Date
1.	Hoyt Simmons	12/31/2025
2.	Wade Witt	12/31/2026
3.	John Johnson	12/31/2026
4.	Robert Barnett	12/31/2025
5.	Mark Zambardino	12/31/2025

We have talked to Commissioners Simmons, Barnett, and Zambardino about being re-appointed to their current positions. Commissioners Barnett and Zambardino are interested in being re-appointed, but Commissioner Simmons has asked to be replaced.

Per Commissioner Simmons, he has decided it was time to retire and spend time with his family. Commissioner Simmons has been a valuable resource and an active Commissioner whose leadership and wisdom will be missed greatly.

Therefore, we ask that the Commissioners Court include on an upcoming agenda in December 2025 an agenda item to appoint Commissioners for Places 1, 4, and 5 for the Jefferson County Emergency Services District No. 1 and then take-action on the following:

1. Appoint a Commissioner to Place 1 (i.e., Simmons); and
2. Re-appoint or replace Commissioners to Place 4 (i.e, Barnett) and Position 5 (i.e., Zambardino.

If you have any questions relating to this request or any other matters, please do not hesitate to contact me.

With best regards, I remain,

Very truly yours,

BENCKENSTEIN & OXFORD, L.L.P.

By:_____
Hubert Oxford, IV

HOIV

cc:

To:	**E-mail Address:**
Honorable Jeff Branick	jbranick@co.jefferson.tx.us
Mrs. Ann Shorts	ann.shorts@jeffcotx.us
Mr. Fred Jackson	fjackson@co.jefferson.tx.us;
Mr. John Johnson	jles53@gmail.com
Mr. Hoyt Simmons	hsimmons45@yahoo.com
Mr. Mark Zambardino	mark.zambardino@camelliahomes.com
Mr. Robert Barnett	janetbarnett007@aol.com
Mr. Wade Witt	wwitt@howellfurniture.com
Mr. Chris Gonzales	cgonzales@jcesd1.org
Mrs. Robert Ring	rring@jcesd1.org

Account Summary For JEFFERSON COUNTY PUBLIC HEALTH DEPARTMENT

Quote #: 17225529
Status: Quoted
Policy Type: AP

Originally Quoted: 1/01/1900 12:00 AM
Quote Printed: 11/05/2025 12:40 PM EST
Proposed Effective: 12/09/2025 12:00 AM
Proposed Expiration: 12/09/2026 12:00 AM

Symbol	Coverage	Limit ($)	Premium ($)
7	Liability	100,000 CSL	855
10	UM - BIPD	N/A	N/A
10	UIM - BIPD	N/A	N/A
7	Medical Payments	N/A	N/A
7	Physical Damage	See Specific Unit	5,522
	Total Ins Value	200,000	
	Assessments		5.00

Total **$6,382.00**

Quoted By: Jamie Bush
Amwins National Transportation
5910 N Central Expressway, Ste 500
Dallas, TX 75206
Phone - (214) 528-3999
Fax - (214) 528-9101
jamie.bush@amwins.com
Producer: McGriff, Seibels and Williams of Tex
8200 IH-10 West
San Antonio, TX 78230
Phone - (210) 247-4290

DOT #: Unknown
MC #: Unknown

Revision: 73TX2025R01

Vehicle Information NICO-Rate Version: 8.8.1.256

Unit		Liability	UM	UIM	Med Pay	Phys Dam	Cargo/ In-Tow	Al/Lessor	Unit Sub Total
1	2019 FORETRAVEL LS40 (N4425)	855	N/A	N/A	N/A	5,522	N/A	N/A	6,377

Comp/Coll $200,000 **Deductible:** 2,500/2,500
Radius: Over 500 Miles

National Indemnity Company
Since 1940

Policy Fees, Taxes, and other Assessments

Premium Sub-Total	**6,377**
Texas Anti-Theft	**5.00**
	0.00
Total Premium and Assessment - Annual	**6,382.00**

JEFFERSON COUNTY SHERIFF'S OFFICE
Zena Stephens, Sheriff
1001 Pearl Street
Beaumont, TX 77701
(409) 835-8411

Donta Miller
Chief of Law Enforcement
donta.miller@jeffersoncountytx.gov

John Shauberger
Chief of Corrections
john.shauberger@jeffersoncountytx.gov

MEMORANDUM

DATE: November 20, 2025

TO: Honorable Judge Jeff Branick
Commissioner Brandon Willis
Commissioner Cary Erickson
Commissioner Michael Sinegal
Commissioner Everette "Bo" Alfred

FROM: Chief John Shauberger

RE: Modification to USMS Interlocal Agreement

Please consider and possibly approve U.S. Department of Justice, United States Marshal Service modification no. 28 to the current inter-governmental agreement 78-01-0077. The purpose of this modification is to increase the operational per diem rate.

Sincerely,

Chief John Shauberger

U. S. Department of Justice
United States Marshals Service

Modification of Intergovernmental Agreement

Agreement No.	2. Effective Date	3. Facility Code(s)	4. Modification No.	5. DUNS No.
78-01-0077	**November 1, 2025**	**6DH**	**Twenty-eight (28)**	**010807-535**

6. Issuing Federal Agency	7. Local Government
United States Marshals Service **Prisoner Operations Division** **Intergovernmental Agreements Branch** **CG-3, Suite 300** **Washington, DC 20530-0001**	**Jefferson County Jail** **1001 Pearl Street** **Beaumont, TX 77701**

8. Appropriation Data	9. Per-Diem Rate	10. Guard/Transportation Hourly Rate
15X1020	**$120.00**	**$39.50** **Mileage shall be reimbursed by the Federal Government at the GSA Federal Travel Regulation Mileage Rate.**

11. EXCEPT AS PROVIDED SPECIFICALLY HEREIN, ALL TERMS AND CONDITIONS OF THE IGA DOCUMENT REFERRED TO IN BLOCK 1, REMAIN UNCHANGED. TERMS OF THIS MODIFICATION:

A. The purpose of this modification is to increase the operational per diem rate.

B. To execute the above, the following changes are made:

1. Increase the per diem rate from **$92.66 to $120.00**

C. The hourly rate for medical appointments, hospital, and JPATS transportation service increased from **$33.23 to $39.50**. Guard/transportation for court will remain encompassed in the per diem.

D. The per-diem rate and the guard/transportation hourly rate shall be fixed for a period from the effective date of this agreement forward for forty-eight (48) consecutive months except for any pricing adjustments resulting from DOL wage determinations or collective bargaining agreements. An economic rate adjustment to either rate can be requested by the Local Government after forty-eight (48) months of continuous performance. Request for economic rate adjustments before the end of the forty-eight (48) month period preceding the most recent rate adjustment shall only be considered if there are extreme circumstances that warrant a review of an out-of-cycle economic rate adjustment. Granting an out-of-cycle economic rate adjustment is not guaranteed.

ALL OTHER CONDITIONS AND TERMS ARE TO REMAIN THE SAME UNDER THE TERMS OF THE CURRENT INTERGOVERNMENTAL AGREEMENT.

12. INSTRUCTIONS TO THE LOCAL GOVERNMENT FOR THE EXECUTION OF THIS MODIFICATION:

A. ☐ LOCAL GOVERNMENT IS NOT REQUIRED TO SIGN THIS DOCUMENT	B. ☒ LOCAL GOVERNMENT IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN ALL COPIES TO U. S. MARSHAL

13. APPROVALS

A. LOCAL GOVERNMENT	B. FEDERAL GOVERNMENT
SIGNATURE	SIGNATURE
County Judge — TITLE	12/2/25 — DATE
	Chief, Procurement — TITLE
	DATE

COMMISSIONERS COURT JEFFERSON COUNTY, TEXAS

ATTEST

DATE 12/2/25