Regular, 1/13/2026 10:30:00 AM

BE IT REMEMBERED that on January 13, 2026, 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
January 13, 2026

Notice is hereby given that the Commissioners' Court of Jefferson County, Texas, will meet at **10:30 AM,** on the **13th** day of **January 2026** at its regular meeting place in the Commissioners' Courtroom, 4th Floor, Jefferson County Courthouse, 1149 Pearl Street, Beaumont, Texas.

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

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

8:45 a.m. – Announcement of a Workshop to consider and receive information from Davon Chargois with Lamar University Center regarding an update on North Sabine Lake Island restoration project and to introduce a new habitat/recreation restoration project on Pleasure Island.

9:15 a.m. – Announcement of a Workshop to receive and consider information regarding property insurance renewal with McGriff.

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: Everette "Bo" Alfred, Commissioner, Precinct Four

PLEDGE OF ALLEGIANCE: Brandon Willis, Commissioner, Precinct One

PURCHASING:

(a). Consider and approve specifications for Request for Proposal (RFP 26-002/CG), Cafeteria Services 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 11 - 87

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

(b). Receive and file bids for Invitation for Bid (IFB 25-054/CG), Term Contract for Snack and Drink Vending for Jefferson County.

SEE ATTACHMENTS ON PAGES 88 - 315

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

(c). Consider and approve, award, execute, receive and file Acceptance of Offer for Invitation for Bid (IFB 25-054/CG), Term Contract for Snack and Drink Vending for Jefferson County with Chapman Vending with pricing as shown in Attachment A.

SEE ATTACHMENTS ON PAGES 316 - 318

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

(d). Consider and approve, execute, receive and file renewal for (IFB 23-057/MR), Term Contract for Inmate Clothing and Supplies for Jefferson County for a second (1) one-year renewal with Acme Supply Company, Bob Barker Company, Inc., Charm-Tex and Victory Supply, LLC, from January 28, 2026 to January 27, 2027 with pricing increases due to tariffs as shown in Attachment B.

SEE ATTACHMENTS ON PAGES 319 - 332

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

(e).Consider and approve, execute, receive and file Professional Services Agreement (PROF 26-003/DC) with The LaBiche Architectural Group, Inc. in the amount of $30,000.00 for Architectural Services for the Jefferson County Courthouse Roofing Repairs; with a discretionary exemption as authorized by Local Government Code §262.024(a)(4) a personal or professional service.

SEE ATTACHMENTS ON PAGES 333 - 343

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

(f).Consider and approve, execute, receive and file an auction of surplus property as authorized by Local Government Code §263.152 (a)(1) by Horn's Auction, Inc. The auction is scheduled for Saturday, February 7, 2026 at 9:00 am.

SEE ATTACHMENTS ON PAGES 344 - 346

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

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

SEE ATTACHMENTS ON PAGES 347 - 348

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

COUNTY AUDITOR:

(a).Consider and approve budget transfer – 252nd District Court – replace chairs due to delay in shipment from previous year and replace cameras for network security reasons.

SEE ATTACHMENTS ON PAGES 349 - 354

120-2037-412-3084	MINOR EQUIPMENT	$3,843.00	
120-2037-412-1095	EDUCATION PAY		$3,843.00

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

(b). Consider, approve, and authorize County Judge to electronically sign Amendment No.6 to the Texas General Land Office Contract No. 20-065-121-C408 for time expansion and revised Federal Assurances & Certifications, Revised General Affirmations, Revised Nonexclusive list of applicable laws, rules & regulations, and GLO information security appendix.

SEE ATTACHMENTS ON PAGES 355 - 386

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

(c). Consider and approve accepting grant award modification 1 from High Intensity Drug Trafficking Area (HIDTA) program decreasing funding by $13,999.88 to a total of $10,552.12 in grant award number G24HN0029A.

SEE ATTACHMENTS ON PAGES 387 - 390

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

(d). Regular County Bills for January 13, 2026. Check #535565 through check #535725.

NO ATTACHMENTS

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

COUNTY CLERK:

(a). Consider and approve, receive and file the Notice of Joint General Primary Elections, Democratic and Republican Parties to be conducted on March 3, 2026.

SEE ATTACHMENTS ON PAGES 391 - 393

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

(b). Consider and possibly approve, receive and file Joint Primary Election Services Contract between the Jefferson County Elections Officer, the Jefferson County Democratic Party Chair, and the Jefferson County Republican Party Chair for the Joint Primary Election to be held on March 3, 2026.

SEE ATTACHMENTS ON PAGES 394 - 404

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

COUNTY COMMISSIONERS:

(a). Consider, possibly approve, and authorize the County Judge to execute, receive and file a Mutual Aid Agreement pursuant to Government Code 419.021 and Health and Safety Code 773.003.

SEE ATTACHMENTS ON PAGES 405 - 421

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

TAX OFFICE:

(a). Consider, possibly approve, receive and file certificates of training for, Kate Carroll, Tax Collector-Assessor, Professional County Collector for 2025.

SEE ATTACHMENTS ON PAGES 422 - 504

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

ENGINEERING DEPARTMENT:

(a).Consider, approve, ratify, receive, and file payment and damage release document for damages associated with Overweight Permit 07-OW-25 and the Road Use Agreement from USA Debusk, LLC, for road damages in Jefferson County Precinct# 4.

SEE ATTACHMENTS ON PAGES 505 - 506

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

JEFFERSON COUNTY EMERGENCY SERVICE DISTRICT 1:

(a).Receive and file Oath of Office and Statement of Officer for Ryan Rosson as Commissioner for Jefferson County Emergency Service District No. 1.

SEE ATTACHMENTS ON PAGES 507 - 508

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

JEFFERSON COUNTY EMERGENCY SERVICE DISTRICT 3:

(a).Receive and file Oath of Office and Statement of Officer for Darby J. Doguet as Commissioner for Jefferson County Emergency Service District No. 3.

SEE ATTACHMENTS ON PAGES 509 - 510

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

SHERIFF'S DEPARTMENT:

(a).Please consider and approve the donation of a Life-pack Automated External Defibrillator AED to the Sheriff's Office. The cost of the AED is fully covered by the company Safety Med. This donation is made in accordance with Section 81.032 of the Texas Local Government Code.

NO ATTACHMENTS

Motion by: Alfred
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

Regular, January 13, 2026

There being no further business to come before the Court at this time, same is now here adjourned on this date, January 13, 2026.

JEFFERSON COUNTY PURCHASING DEPARTMENT

Deborah L. Clark, Purchasing Agent

1149 Pearl Street
1st Floor, Beaumont, TX 77701

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

LEGAL NOTICE
Advertisement for Request for Proposal

January 13, 2026

Notice is hereby given that sealed proposals will be accepted by the Jefferson County Purchasing Department for Request for Proposals (RFP 26-002/CG), **Cafeteria Services 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.

To arrange a site visit, contact 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.

PROPOSAL NAME:	**Cafeteria Services 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 26-002/CG**
DUE DATE/TIME:	**11:00 AM CT, Wednesday, February 18, 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 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 proposal in accordance with the terms and conditions stated in this bid.

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

Deborah Clark

Deborah L. Clark, Purchasing Agent
Jefferson County, Texas

PUBLISH:
Beaumont Enterprise & Port Arthur News:
January 14, 2026
The Examiner:
January 15, 2026 & January 22, 2026

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PROPOSAL SUBMITTAL CHECKLIST

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

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

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

Proposer shall check each box indicating compliance.

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

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

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

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

☐ Identification of three (3) entities for which the Proposer is providing or has provided Food 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 Cafeteria Food 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 <u>will result</u> in disqualification.

1.13 VENDOR REGISTRATION: SAM (SYSTEM FOR AWARD MANAGEMENT)

Vendors doing business with Jefferson County are **<u>required</u>** 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 *<u>initially</u>* 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) <u>prior</u> to the award and/or execution of an agreement or contract for the project.

1.14 FORM 1295 (TEXAS ETHICS COMMISSION)

<u>FORM 1295 SUBMISSION REQUIREMENT/INSTRUCTIONS FOR RFP PROPOSERS</u>:

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 (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	2 CFR 200.334; and

	non- Federal entity records pertinent to a Federal award must be retained for a period of three years from the date of submission of the final expenditure report or, for Federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, respectively, as reported to the Federal awarding agency or pass-through entity in the case of a subrecipient. Federal awarding agencies and pass-through entities must not impose any other record retention requirements upon non-Federal entities. The only exceptions are the following: (a) If any litigation, claim, or audit is started before the expiration of the 3-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken. (b) When the non-Federal entity is notified in writing by the Federal awarding agency, cognizant agency for audit, oversight agency for audit, cognizant agency for indirect costs, or pass-through entity to extend the retention period. (c) Records for real property and equipment acquired with Federal funds must be retained for 3 years after final disposition. (d) When records are transferred to or maintained by the Federal awarding agency or pass-through entity, the 3-year retention requirement is not applicable to the non-Federal entity. (e) Records for program income transactions after the period of performance. In some cases recipients must report program income after the period of performance. Where there is such a requirement, the retention period for the records pertaining to the earning of the program income starts from the end of the non-Federal entity's fiscal year in which the program income is earned. (f) Indirect cost rate proposals and cost allocations plans. This paragraph applies to the following types of documents and their supporting records: Indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a particular group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates). (1) *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.	200.337

	b. The FIRM agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. c. The CONTRACTOR agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract. d. In compliance with section 1225 of the Disaster Recovery Reform Act of 2018, the (insert name of the non-federal entity) and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.	
None	CONTRACTS WITH COMPANIES ENGAGED IN BUSINESS WITH IRAN, SUDAN, OR FOREIGN TERRORIST ORGANIZATION PROHIBITED. A governmental Corporation may not enter into a governmental contract with a company that is identified on a list prepared and maintained by the U.S. Department of Treasury under Executive Order 13224.The term "foreign terrorist organization" in this paragraph has the meaning assigned to such a term in Section 8 U.S.C.1189(a)(1) of the United States Code.	United States Code 19 U.S.C. 2511
>$100,000	PROVISION REQUIRED IN CONTRACT. (a) This section applies only to a contract that: (1) is between a governmental entity and a company with 10 or more full-time employees; and (2) has a value of $100,000 or more that is to be paid wholly or partly from public funds of the governmental entity. (b) A governmental Corporation may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and will not boycott Israel during the term of the contract.	(Adhere to your State's Local Government Code)
Option Contract Language for contracts awarded prior to Grant Award	The contract award is contingent upon the receipt of federal funds. If no such funds are awarded, the contract shall terminate.	Optional
	Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act. <u>Suggested Language:</u> The CONTRACTOR shall comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).	42 U.S.C. 6201
	The Firm agrees that no otherwise qualified individual with disabilities shall, solely by reason of his/her disability, be denied the benefits of, or be subjected 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, February 18, 2026

- Late responses will not be accepted and will be returned unopened to the Respondent.
- Jefferson County will not accept any responsibility for responses being delivered by third party carriers.
- RFP responses will be accepted at the above address until the time and date specified herein, and immediately after will be publicly opened and read aloud.
- Jefferson County shall not be responsible for any effort or cost expended in the preparation of a response to this RFP.
- All responses submitted in response to this invitation shall become the property of Jefferson County and will be a matter of public record available for review.
- All protests should be coordinated through the Purchasing Office prior to award recommendation to Commissioners' Court.

Please direct questions to Cindy Greene, Contract Specialist at 409-835-8593 or 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.

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 (2026):

~~January 1, 2026 (Thursday) - New Year's~~
January 19 (Monday) - Martin Luther King, Jr. Day
April 3 (Friday) - Good Friday
May 25 (Monday) - Memorial Day
June 19 (Friday) - Juneteenth
July 3 Observed (Friday) - Independence Day
September 7 (Monday) - Labor Day
November 11 (Wednesday) - Veteran's Day
November 26 & 27 (Thursday & Friday) - Thanksgiving
December 24 & 25 (Thursday & Friday) Christmas

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 RFP, there will not be a Pre-Proposal Conference. If you would like to schedule a site visit, please contact. 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.

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 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, January 30, 2026.**

3.4 TENTATIVE SCHEDULE OF EVENTS

January 13, 2026	**Issuance of Request for Proposal**
February 18, 2026	**Deadline Submission (late proposals will not be considered)**
February 20, 2026	**Proposals distributed to Evaluation Committee**
February 24, 2026	**Evaluation Committee Convenes to Tabulate Scoring and Determines Short List**
February 27, 2026	**If Applicable: Conduct Interview/Best and Final Offer/Short List**
March 4, 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 50

G. Copy of RFP Specifications and any Addenda in their entirety.
(Note: All forms should be completed, and any information requested should be inserted/included)

4.3 TRANSMITTAL LETTER

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

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

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

4.4 TABLE OF CONTENTS

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

4.5 EXECUTIVE SUMMARY

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

4.6 PROPOSER IDENTIFYING INFORMATION

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

a. Name and address of business entity submitting the proposal;

b. Type of business entity (i.e., corporation, partnership);

c. Place of incorporation, if applicable;

d. Name and location of major offices and other facilities that relate to the Proposer's performance under the terms of this RFP;

e. Name, address, business and fax number of the Proposer's principal contact person regarding all contractual matters relating to this RFP;

f. The Proposer's Federal Employer Identification Number, Jefferson County Vendor Number and Jefferson County Business License Number, if any;

g. Full name and address for each member, partner, and employee of the Proposer (and any subcontractors) who will perform services on this project; and

h. A statement regarding the financial stability of the Proposer, including the ability of the Proposer to perform the functions required by this RFP and to provide those services represented by the Proposer in its response.

4.7 PROPOSER'S PERSONNEL AND ORGANIZATION

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

a. Full name (including full middle name);

b. An employment history;

c. A specific description of relevant experience and skills that person has in connection with the conduct of financial advisory services that is the subject of this RFP (limit one page);

d. A specific indication of what role the individual will have in this project; and

e. Any additional helpful information to indicate the individual's ability to aid the Proposer in successfully performing the work involved in this RFP (limit to one page).

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

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

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

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

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

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

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

SECTION 5. PROJECT OBJECTIVE AND SCOPE OF SERVICES

5.1 OBJECTIVE

Jefferson County seeks a Contractor to provide Cafeteria Services for Jefferson County Courthouse. The contractor shall occupy, staff and operate a café serving breakfast, lunch and break time offerings in a cafeteria style format within the space specified in Attachment A (floor plan). It is the intention of Jefferson County that the food and beverage service be of high quality. All food and beverage areas shall be kept clean, orderly and sanitary at all times and in strict accordance with all applicable food service establishment requirements, laws, ordinances, rules and regulations of this IFB. The successful contractor will pay Jefferson County a monthly lease. The cafeteria shall operate Monday through Friday, with the exception of County Holidays and Mandated Disaster Closures during the hours of/or about 7:00 am – 3:30 pm. The current County Holidays are as follows (this is subject to change):

New Year's Day
Martin Luther King, Jr. Day
Good Friday
Memorial Day
Juneteenth
Independence Day
Labor Day
Veterans' Day
Thanksgiving Day
Day after Thanksgiving
Christmas Eve
Christmas Day

5.2 BACKGROUND

Jefferson County has approximately 1200 full and part time employees. Members of the general public visiting the Courthouse are also available as a customer base. The existing 3,500 square foot cafeteria facility seats approximately 97 persons and is equipped with tables and chairs in the dining area. The kitchen/serving area is equipped with, but not limited to, basic modern commercial grade hardware for cooking, cooling and freezing, heating, baking, frying, mixing and washing. The cafeteria also has food preparation areas, cold and hot food serving lines, and seating areas. There are two conference rooms in the cafeteria area that the contractor can use.

5.3 REQUIRED INFORMATION

The following information shall be included in the offeror's proposal:

- Provide approach to making the Courthouse Café successful and approach to sustaining a versatile healthy and casual dining experience at a reasonable price.

- State any food service experience with a list of owned/operated food service establishments. Include time periods.

- Provide a versatile menu of items that the contractor will offer including pricing. The menu must include healthy food options (i.e. salads, grilled chicken, sandwiches). The sample menu must include full meal pricing as well as a la carte pricing. Breakfast, lunch and break time meals shall be included. Include proposed hours of operation. The following are the suggested time periods:

    - Breakfast: 7:00 am – 10:00 am
    - Break Time Snack: 10:00 am – 11:00 am and 1:30 pm – 3:30 pm
    - Lunch: 11:00 am – 1:30 pm

- Proposed monthly lease amount should be included on the Cost Proposal Form (page 50) of the RFP.

- Provide any additional information pertinent to the offeror's proposal.

5.4 RESPONSIBILITIES OF THE COUNTY

- Grant to the contractor for a stipulated period, subject to the contract requirements and conditions set herein, the right to establish, manage, and operate a cafeteria-type restaurant and snack bar within the County Courthouse and, in connection therewith, to prepare and sell food, non-alcoholic beverages, and other such products as the County may authorize.

- Approve any and all designs, furnishings, decorations, alterations, improvements, advertisements, etc. prior to any such action being taken by the contractor.

- Provide the cafeteria facility standard utilities at no charge to the contractor.

- Provide all preventative maintenance and repairs on all County owned equipment related to the cafeteria operation, including, but not limited to, refrigerators, freezers, ice machines, stoves, warmers, serving lines, etc. that are used directly by the cafeteria operation.

- Maintain all building systems (HVAC, electrical, structural, etc.)

- Pest control services for the cafeteria will be provided by the County.

- Jefferson County carries the responsibility to correct any repair of County structures or County equipment as a result of inspection violation by state and local authorized health department offices, fire department and other agencies relative to safety requirements.

- Jefferson County will complete a background check and issue identification badges to all employees of the Contractor. These identification badges must be worn at all times. It is the responsibility of the Contractor to notify the County of any termination or hire of employees.

- Jefferson County will issue keys to the Contractor for the Cafeteria area. It is the responsibility of the Contractor to report any lost or damaged keys to the County.

5.5 RESPONSIBILITES OF THE CONTRACTOR - OPERATIONS

- Operate and manage, under the Contractor's name, a cafeteria type operation within the County Courthouse Cafeteria.

- Purchase, prepare and serve all cafeteria food items. Grilling and/or cooking of foods on site is desired. The menu offerings could be prepared off site and transported to the cafeteria; however, on-site is preferred. Food items prepared off-site must be prepared at a location and transported conforming to all food establishment and health department requirements of this Invitation for Bid. Breakfast, lunch and break food options must be provided. Meal service shall include dine-in and to-go orders.

- County is not responsible for any loss or damage resulting from a power failure, natural or man-made disaster.

- Provide all cookware, dishes and utensils need for food preparation and service.
- Provide all condiments, containers, plates, utensils, napkins and to-go containers for food service.
- Provide fountain drink dispensing machines and/or coolers.
- Contractor is responsible for maintaining their equipment.
- Ensure proper and adequate staffing to provide efficient services.
- Contractor shall comply with all laws (State and Federal), and local ordinances, as they may relate to employment practices.
- Proper food handling gloves and proper hair restraints are required.
- Provide all custodial and janitorial service to the cafeteria area during all normal hours of operation. Contractor will provide all cleaning supplies necessary to maintain the Courthouse Cafeteria. Trash must be removed daily.
- The business must be operated and maintained at all times in compliance with any and all applicable health and sanitary standards prescribed by Jefferson County Environmental Control. We have included a cleaning schedule as an example of our expectations and stewardship while leasing Jefferson County property. (Attachment B)
- Contractor will comply with Jefferson County Best Management Practices for Fats, Oil and Grease (FOG) Control Program. (Attachment C)
- Comply with FDA Code 2017 with the Texas Supplement.
- Contractor shall be responsible for all licenses and permits necessary to comply with all local, state and federal mandates pertaining to food service operations. The Food Permit is issued through Jefferson County Environmental Control.
- Contractor is responsible for correcting any violations issued by state and local authorized health department officials that do not pertain to the repair of County owned equipment or structures.
- Display all menu items and menu pricing. This includes meals, beverages and a la carte items. Make every effort to adhere to reasonable food cost ranges as submitted in the proposal. The pricing must be posted and displayed in a manner that is visible to all prospective patrons from a distance as well as close up. Menu board purchase shall be the responsibility of the Contractor and must be approved by the County.
- Contractor must accept cash, credit and debit cards as a method of payment for goods and services. All equipment and fees associated with credit and debit card transactions will be the responsibility of the Contractor. Any fees to be collected for any purchases when a credit or debit card is used must be approved by the County.
- Schedule outside vendors for conference room rental space in the cafeteria area and collect appropriate fees.

5.6 RESPONSIBILITES OF THE CONTRACTOR – EMPLOYEES

- All employees must pass a background check through the County.
- Employees must wear their County issued Identification Badge at all times.

- Provide any and all employees insurances and/or benefits to its employees. The County assumes absolutely no responsibility pertaining thereto.

- Assume full and total responsibility and liability for all employees and operation of the Contractor.

- One licensed Food Manager is required. All other staff must have a Food Handler License. The training course must be accredited by the Texas Department of State Health Services (DSHS) or American National Standards Institute (ANSI).

- All employees must complete a Conditional or Food Employee Reporting Agreement. (Attachment D)

- Ensure employees are properly attired/uniformed when performing work assignments.

5.7 TERMS

- Contract Term: One (1) year from the date of award with an option to renew for four (4) additional one-year renewals.

- The monthly lease payment is due by the 5th of each month.

- The physical facilities made available to the contractor under this contract shall only be used by the contractor during regular County business hours.

- Any modifications to the cafeteria space must be approved by Jefferson County due to historical purposes.

- Menu pricing changes must be approved by the County.

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. Food Services

6.4 LAWS AND REGULATIONS

The Food Service 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 50 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 50 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. This includes all information required 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. This is the implementation plan that will be used in making the Courthouse Café successful and sustainable.

c. PROPOSER QUALIFICATIONS – 25%

This refers to the overall qualifications of Proposer and its past experience in providing similar food 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. FOOD SERVICE OFFERINGS – 25%

This refers to the food service menus of the proposer. A variety of food choices must be on the proposed menu including healthy options.

e. PROPOSED LEASE AMOUNT – 10%

This is the proposed lease amount. 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:

Using this form, each Proposer must state its proposed lease amount. Cost will be a factor in the County's selection process.

Proposed monthly lease amount	$
Name of Proposer:	
Signature:	
Title:	

REQUIRED FORM
<u>Proposer</u>:
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 26-002/CG), Cafeteria Services for Jefferson County

Proposer's Company/Business Name: _____

Proposer's TAX ID Number: _____

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

Contact Person: _____ **Title:** _____

Phone Number (with area code): _____

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

Fax Number (with area code):_____

Email Address: _____

Mailing Address (Please provide a <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.

Form provided by Texas Ethics Commission www.ethics.state.tx.us Revised 11/30/2015

CONFLICT OF INTEREST QUESTIONNAIRE

CONFLICT OF INTEREST QUESTIONNAIRE — FORM CIQ

For vendor doing business with local governmental entity

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

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

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

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

OFFICE USE ONLY

Date Received

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

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

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

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

_____
Name of Officer

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

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

☐ Yes ☐ No

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

☐ Yes ☐ No

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

☐ Yes ☐ No

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

4

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

Adopted 8/7/2015

REQUIRED FORM
<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

Page 4 of 4

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

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

Name (print or type): _____

Title: _____

Signature: _____

Date: _____

E-mail address: _____

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

Name (print or type): _____

Title: _____

Date: _____

E-mail address: _____

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

RESIDENCE CERTIFICATION/TAX FORM

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

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

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

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

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

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

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

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

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

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

REQUIRED FORM
<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

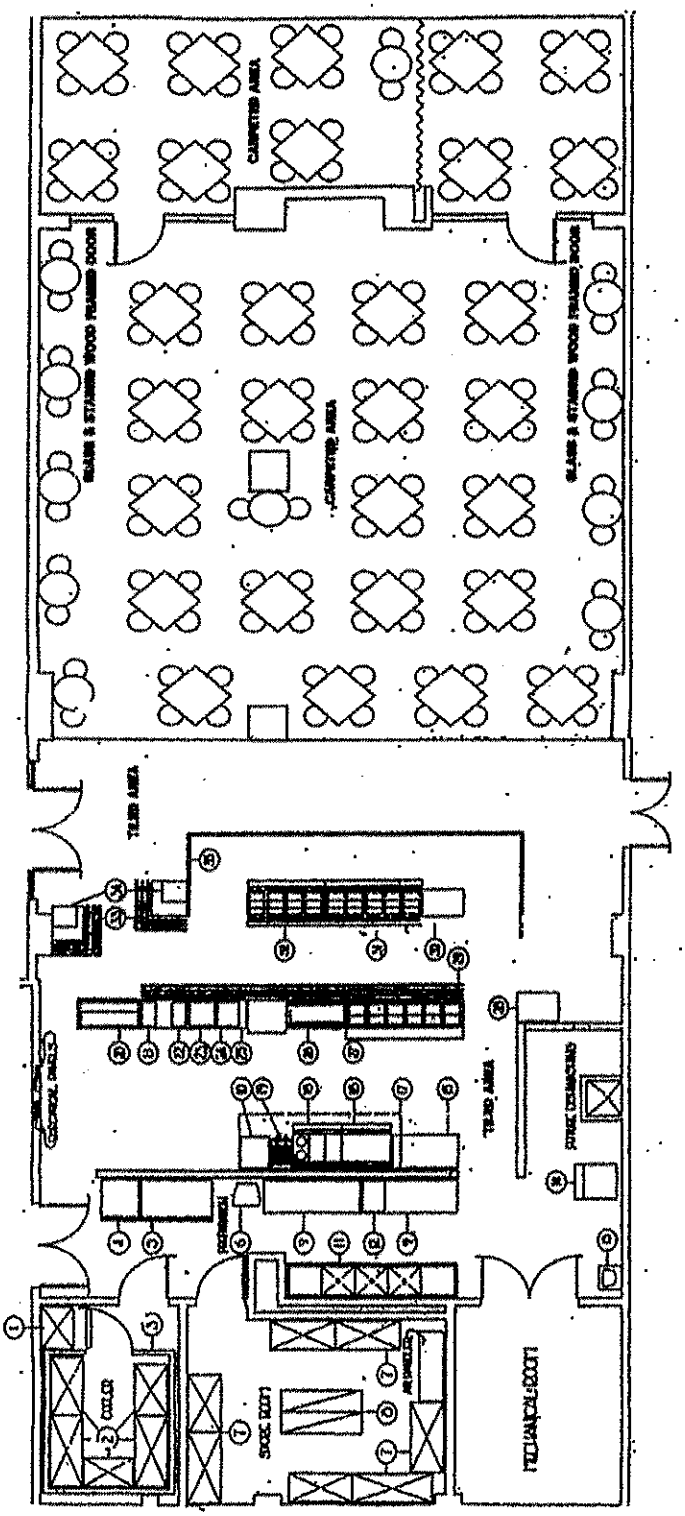
State of _____

My Commission Expires: _____

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

ATTACHMENT A

FLOOR PLAN



JEFFERSON COUNTY COURTHOUSE
CAFETERIA FLOOR PLAN

Daily Restaurant Cleaning Checklist Date: _____

Daily Front-of-House Cleaning Checklist:

- ◯ Wipe down the walls if necessary
- ◯ Sanitize the tables
- ◯ Inspect and wipe down the condiments and salt and pepper shakers
- ◯ Wipe down all the counters
- ◯ Clean the seats and benches
- ◯ Run cloth napkins, tablecloths, and wait staff aprons through the washing machine
- ◯ Vacuum the carpets
- ◯ Take out the trash and recycling
- ◯ Clean the interior and exterior of all the trash and recycling bins
- ◯ Sweep and mop the floors
- ◯ Clean and sanitize your bathrooms by:
  - ◯ Disinfecting the toilets
  - ◯ Wiping down the sinks
  - ◯ Emptying out feminine hygiene product bags
  - ◯ Taking out the trash
  - ◯ Sweeping and mopping the floors

Daily Back-of-House Cleaning Checklist:

- ◯ Wipe down the walls wherever there are splashes
- ◯ Clean the grill, griddle, range, flattop, and fryer. Make sure to get underneath the equipment, too
- ◯ Change the foil lining on top of the ranges, grills, and flattops
- ◯ Wipe down other equipment, such as coffee makers, microwaves, toasters, and meat slicers
- ◯ Disinfect prep area surfaces
- ◯ Clean beverage dispenser heads in the soda fountains. Bars should clean the tips of the soda guns
- ◯ Wash utensils, smallwares, flatware, and glassware and let them air dry overnight
- ◯ Clean the sinks
- ◯ Wash rags, towels, aprons, and uniforms in the washing machine
- ◯ Refill soap dispensers and replace empty paper towel rolls
- ◯ Sweep walk-in refrigerators and storage areas
- ◯ Take out the trash and recycling
- ◯ Disinfect the waste disposal area and clean the trash cans
- ◯ Sweep and mop the floors

Weekly and Monthly Restaurant Cleaning Checklist:

Weekly Front-of-House Cleaning Checklist:

- ◯ Dust and wipe down the light fixtures
- ◯ Wash glass windows and doors
- ◯ Disinfect the door handles

Monthly Front-of-House Cleaning Checklist:

- ◯ Dust any decorations or wall art
- ◯ Check the ceiling for cobwebs
- ◯ Wash the walls

Weekly Back-of-House Cleaning Checklist:

- ◯ Clean the ovens, including the walls, door, and racks
- ◯ Delime the sinks and faucets
- ◯ Boil out the deep fryer
- ◯ Wash and sanitize the walk-in refrigerators and freezers
- ◯ Clean any anti-fatigue mats
- ◯ Use drain cleaner on the floors

Monthly Back-of-House Cleaning Checklist:

- ◯ Wash behind the hot line to prevent clogs
- ◯ Run cleaning and sanitizing chemicals through the coffee or espresso machine to remove built-up grime
- ◯ Clean out and sanitize the ice machine (every 6 months)
- ◯ Clean and sanitize the freezer
- ◯ Clean refrigerator coils to remove dust
- ◯ Empty grease traps
- ◯ Wash walls and ceiling to remove grease buildup
- ◯ Wash vent hoods (every few months)
- ◯ Replace pest traps

Notes:

Employee Signature: _____

Supervisor Signature: _____

ATTACHMENT C

Best Management Practices

Fats, Oils, and Grease (FOG) Control Program

Fats:

Fats are solid at room temperature; butter, shortening, margarine, peanut butter, meat trimmings, uncooked poultry skins, and dairy.

Oils:

Oils are liquid at room temperature; vegetable, canola, corn, and cooking oils.

Grease:

Grease turns to liquid during cooking but solidifies when cooled; gravy, mayonnaise, melted meat fat, bacon, sausage, boiled poultry skin, and salad dressings.

Consequences of Improper FOG Disposal:

- Rancid odors
- Sewage overflow into businesses, yards, parks, and public streets due to clogged pipes
- Expensive cleanup, repair, and replacement of damaged property. Property owners are responsible for all pipes from their building out to the main line.
- Potential contact with microorganisms that can cause gastroenteritis and hepatitis

Inside the kitchen:

- Service and clean grease retention device on a regular basis.
- Educate staff on FOG management and requirements.
- Post "NO GREASE" signs above kitchen sinks and drains.
- "Dry wipe" all pots, pans, plates, and utensils before washing.
- Keep a Spill Kit in the kitchen that consists of material like kitty litter or absorbent pads.
- Dispose of food waste by recycling and/or solid waste removal.
- Routinely clean kitchen exhaust system filters and hoods.
- Install removable screens on kitchen drains with openings no bigger than 3/16in, clean frequently.
- Never put eggshells, coffee grounds, or kitty litter down the drain or in the toilet.

In the event of a FOG spill

- Begin cleanup immediately.
- Never use detergents or degreasers.
- Seal off any nearby storm drains.
- If the spill is unmanageable, contact a clean-up contractor and the appropriate agency.
- Never wash the spill or clean-up materials into the street or storm drains.
- Dispose of clean-up materials into a garbage bag.

*The café will also utilizes disposable products (take-away packaging) to serve food in eliminating the need to wash customer dishes.

Owner/Kitchen Manager Date

ATTACHMENT D

Conditional or Food Employee Reporting Agreement

The purpose of this agreement is to inform conditional employees or food employees of their responsibility to notify the person in charge when they experience any of the conditions listed so that the person in charge can take appropriate steps to preclude the transmission of foodborne illness.

I AGREE TO REPORT TO THE PERSON IN CHARGE:
Any Onset of the Following Symptoms, Either While at Work or Outside of Work, Including the Date of Onset

1. Diarrhea
2. Vomiting
3. Jaundice
4. Sore throat with fever
5. Infected cuts or wounds, or lesions containing pus on the hand, wrist, an exposed body part, or other body part and the cuts, wounds, or lesions are not properly covered(*such as boils and infected wounds, however small)*

Future Medical Diagnosis**:**
Whenever diagnosed as being ill with norovirus, typhoid fever (***Salmonella*** Typhi), shigellosis (***Shigella* spp.** infection), ***Escherichia coli*** O157:H7 or other EHEC/STEC infection, or hepatitis A (hepatitis A virus infection)

Future Exposure to Foodborne Pathogens**:**

1. Exposure to or suspicion of causing any confirmed disease outbreak of norovirus, typhoid fever, shigellosis, ***E. coli*** O157:H7 or other EHEC/STEC infection, or hepatitis A.
2. A household member diagnosed with norovirus, typhoid fever, shigellosis, illness due to EHEC/STEC, or hepatitis A.
3. A household member attending or working in a setting experiencing a confirmed disease outbreak of norovirus, typhoid fever, shigellosis, ***E. coli*** O157:H7 or other EHEC/STEC infection, or hepatitis A.

I have read (or had explained to me) and understand the requirements concerning my responsibilities under the Food Code **and this agreement to comply with:**

1. **Reporting requirements specified above involving symptoms, diagnoses, and exposure specified;**
2. **Work restrictions or exclusions that are imposed upon me; and**
3. **Good hygienic practices.**

I understand that failure to comply with the terms of this agreement could lead to action by the food establishment or the food regulatory authority that may jeopardize my employment and may involve actions against me.

Signature of Conditional or Food Employee_____
Conditional or Food Employee Name (please print) _____
Date _____

Signature of License Holder or Person-in Charge _____
Signature acknowledges responsibility of reporting, restricting, and excluding ill employees as required by law.

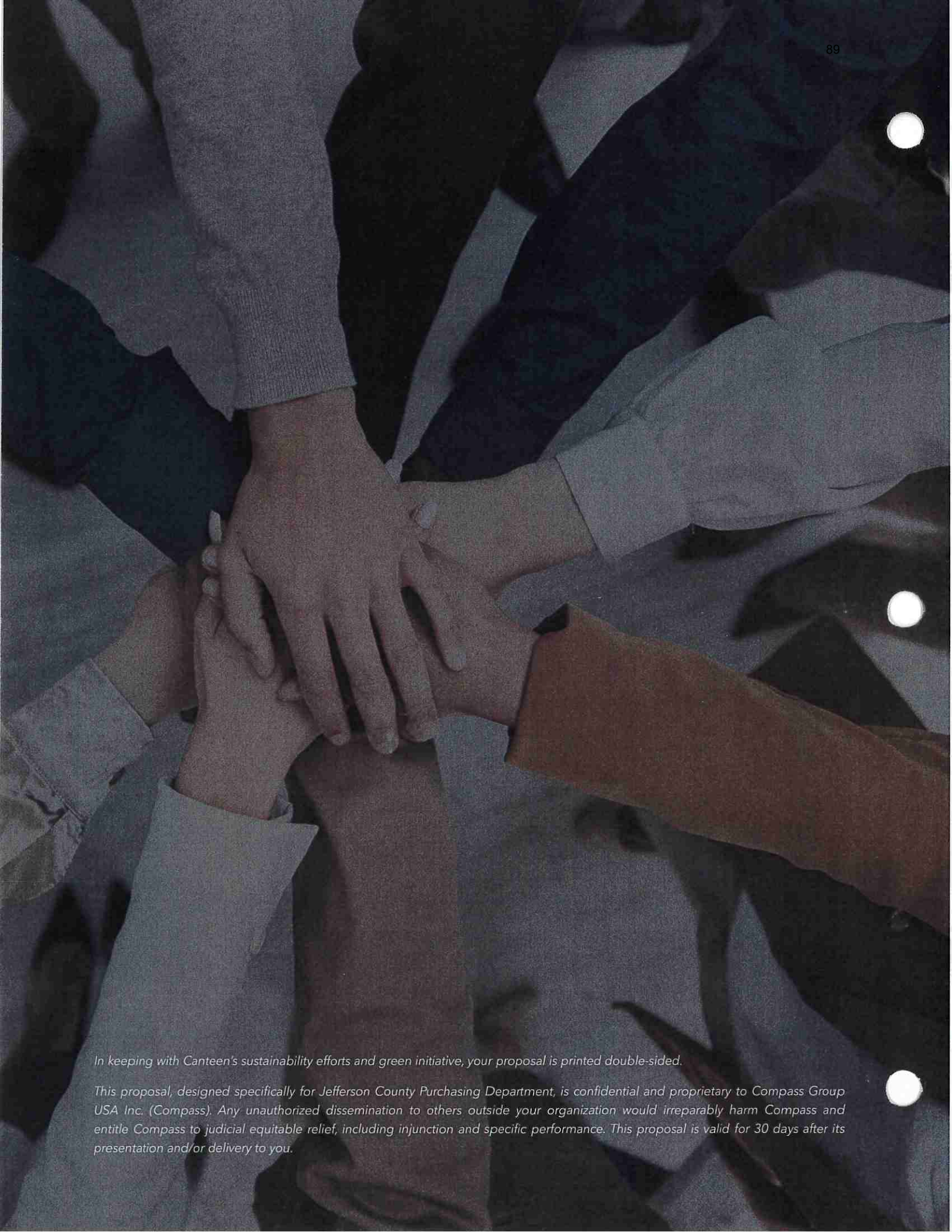
License Holder or Person-in-Charge Name (please print) _____
Date _____



canteen

Bringing Break Time to Everyone

A Customized Proposal Prepared for
Jefferson County Purchasing Department



In keeping with Canteen's sustainability efforts and green initiative, your proposal is printed double-sided.

This proposal, designed specifically for Jefferson County Purchasing Department, is confidential and proprietary to Compass Group USA Inc. (Compass). Any unauthorized dissemination to others outside your organization would irreparably harm Compass and entitle Compass to judicial equitable relief, including injunction and specific performance. This proposal is valid for 30 days after its presentation and/or delivery to you.

January 2026
Cindy Greene
Contract Specialist
Jefferson County Purchasing Department

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

Dear Cindy,

Everything around us is changing, no matter the environment. As on-site snack and beverage options evolve, it's necessary to keep innovating. Our customized vending services do just that, offering an amazing variety of high-quality, delicious choices.

Tailored localization. Your 14 vending destinations are unique and your offerings should be, too. We have created a customized vending program to deliver the exceptional service, top trending menu items and the latest technology that Jefferson County Purchasing Department is looking for. Canteen stocks all major brands and local favorites in our **clean, illuminated glass-front machines.**

Big business footprint, small business mindset. We're adamant about maintaining authenticity and product integrity. Our team focuses on meaningful ways to improve the guest experience, from product sourcing to delivery and maintenance to merchandising. Our **locally-run Beaumont Canteen** branch is backed by the support and resources of a global organization, giving us the opportunity to excel in daily operations while driving innovation, technology and efficiency in cost. As the nation's oldest and largest vending company, we know how to get it done.

Always innovative. We're passionate about innovation that elevates the choices guests are excited about. We know speed, convenience and flexibility are qualities that matter to you. This program was designed with Jefferson County in mind. By partnering with Canteen to install new glass-front machines with credit card readers and the right product mix, we anticipate your annual sales to earn **15%-17.5% commission.**

Canteen will further support our partnership with an **annual guarantee of $3,000** and an annual in-kind **product donation of $300.** We appreciate the opportunity to transform the vending experience at Jefferson County Purchasing Department. Together, we will make your vending program the industry standard for innovation and customer experience.

Sincerely,

Emily Catechis



Emily Catechis • Regional Sales Director • Canteen

CANTEEN'S EXCEPTIONS

Compass Group USA, Inc., by and through its Canteen Division ("Canteen"), has successfully negotiated and executed contracts with universities, hospitals, and major corporations throughout the country. We are confident that we will be able to partner with Jefferson County ("County") to develop an agreement that meets the needs of both parties (the "Agreement"). Accordingly, Canteen's proposal is subject to and conditioned upon the negotiation of a mutually agreeable resulting Agreement between the parties.

Upon review of the documents provided in the IFB, please note the following exceptions:

1. Indemnification. IFB Section 4.8
Canteen requests that Section 4.8 be replaced in its entirety with the following:

> Each party shall indemnify, defend, and hold harmless the other party, its officers, agents, and employees from and against any and all claims, demands, damages, losses, liabilities, costs, and expenses, including reasonable attorneys' fees, to the extent arising out of or resulting from the negligent acts or omissions or willful misconduct of the indemnifying party, its employees, agents, or subcontractors in the performance of this Agreement. In no event shall either party be liable to the other for any special, indirect, incidental, consequential, or punitive damages, including loss of profits, loss of business, or loss of use, even if advised of the possibility of such damages.

2. Price Increases. IFB, Section 4.3 and Section 4 – Selling Prices
Canteen must maintain the ability to adjust prices in response to market conditions. Accordingly, Canteen requests that pricing provisions permit price adjustments based on changes in market conditions, including increases in product, labor, transportation, or supply chain costs, subject to reasonable notice to the County.

3. Termination. IFB, Section 4.4. Canteen requests that the termination provision be limited to breach as below:

If either party breaches this Agreement, the non-breaching party shall provide written notice specifying the nature of the breach. If the breaching party fails to cure such breach within sixty (60) days after receipt of notice, the non-breaching party may terminate the affected portion of the Agreement upon thirty (30) days' prior written notice. Termination shall be limited to the location(s) or service(s) directly impacted by the breach, unless the breach is material and incapable of cure.

4. Audit Rights / Record Retention. IFB, Section 4 – Audits. Canteen requests that audit rights be limited to records directly related to services provided under the Agreement and that audits occur no more than once per year upon reasonable prior written notice.

5. Insurance Requirements. IFB, Section 10. Canteen requests the opportunity to review and mutually agree upon insurance requirements to ensure they conform to Canteen's written insurance policies while meeting the County's reasonable risk management needs.

6. Equipment Removal and Relocation. IFB, Section 4 – Equipment Information. Canteen requests that the following provision be added:

All vending machines, equipment, and related components furnished under this Agreement shall remain the sole property of Canteen. Canteen shall retain exclusive discretion regarding the placement, removal, relocation, replacement, and servicing of its equipment, subject to reasonable coordination with the County. County requests for additions or removals of equipment shall be subject to Canteen's determination of commercial and operational feasibility. County shall not be responsible for loss of or damage to Canteen-owned equipment except to the extent caused by the negligence or willful misconduct of County, its officers, agents, or employees.

7. Emergency and Disaster Performance Declared. IFB, Section 6. Canteen requests that Section 6 be modified as follows:

In the event of an emergency or declared disaster, Canteen shall use commercially reasonable efforts to continue providing services; provided, however, that performance shall be subject to availability of labor, products, utilities, transportation, and supply chain continuity. Canteen reserves the right to adjust pricing, service frequency, and product availability as

reasonably necessary to address increased costs or operational disruptions resulting from such emergency or disaster conditions. Nothing herein shall require Canteen to perform services at a loss.

Canteen reserves the right to further negotiate the terms and conditions not addressed at this stage of the bidding process.

JEFFERSON COUNTY PURCHASING DEPARTMENT
Deborah L. Clark, Purchasing Agent

1149 Pearl Street
1st Floor, Beaumont, TX 77701

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

LEGAL NOTICE
Advertisement for Invitation for Bids

December 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

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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.

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

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.

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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.

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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.



Diverse Supplier Accelerator Program

Foodbuy's commitment to diversity, equity and inclusion is pivotal to our business practices. We are always focused on creating opportunities for businesses of all sizes while catering to new members and strengthening new supplier alliances.

In 2021, Foodbuy's Supplier Diversity team heightened efforts to highlight women- and minority-owned businesses by creating the Diverse Supplier Accelerator Program. This nine-month program aims to grow successful, diverse enterprises through education, networking and mentorships. Suppliers are selected and spend the first three months of the program developing growth plans with assistance from the network. For the remaining six months, the businesses execute their plans while the Foodbuy team provides guidance and charts progress.

PROGRAM ORIGIN

2020

DEI Task Force Formed

Diverse Supplier Accelerator Program defined

2021

Program Launched

First 11 suppliers selected for the program

2022

Program Expansion

Ten suppliers selected and began the nine-month program

2023

Continued Improvement and Success

Eight new suppliers participating

OPERATIONAL DETAILS

Diverse Supplier Accelerator Program is an intentional, comprehensive sourcing strategy that aligns diverse suppliers and Foodbuy, creating successful outcomes for participants through:

- **Mentorship** – One-on-one coaching and partnership with a dedicated Foodbuy associate.
- **Development Plans** – Actionable Development Plans are established for growth opportunities.
- **Training and Education** – Extensive review of Compass Group sectors, and insights into Foodbuy's business model and best practices.
- **Access and Promotion** – Additional marketing and promotional exposure through exclusive special events.

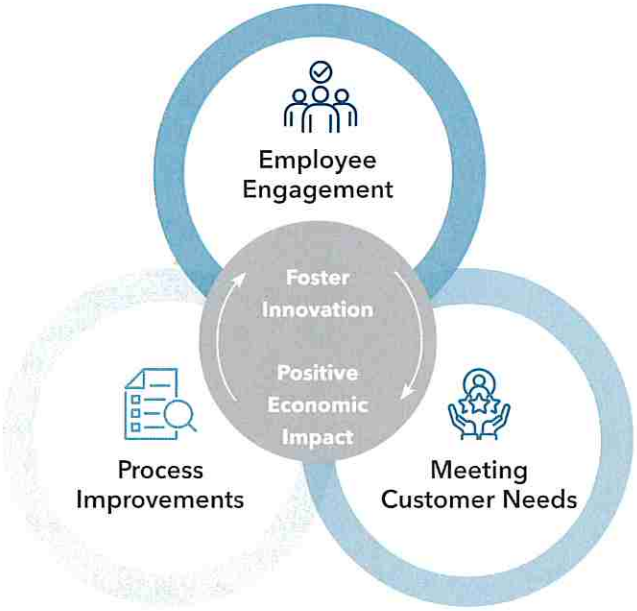


"As a small emerging brand, to realize that my voice and ideas were actually being welcomed and heard was truly a breath of fresh air. This opportunity has launched me into a whole new and exciting arena where my sales have skyrocketed."

- Miffy Jones, 2022 Accelerator Participant, Miffy's Foods

PROGRAM BENEFITS

- **Employee Engagement** – Foodbuy and Compass Group subject matter experts lead bimonthly training and engage with Accelerator suppliers.
- **Process Improvements** – Ongoing supplier engagement and internal process improvements identified to ensure inclusion and equity for all suppliers.
- **Meeting Customer Needs** – Suppliers are identified based on client opportunities and needs.



2021 Supplier	2022 Supplier	2023 Supplier
Atlas Produce	Heidi's real food	Mulay's
Matriark	Miffy's	Country Hen
Cutting Edge Elite	Southern Chef	Me & the Bees Lemonade
Renaissance RMFS Man	Quality Flow, Inc.	ANU Sushi
Ron's Home Style Foods	Cooper Street	Milano's
Lillie's of Charleston	Global Village Foods	
Rip Van	A La Carté Specialty Foods	A. Maestranzi Sons Knife Services
Ole	Ford	Bean & Bean Coffee Roasters, NYC
Asian Food Solutions		
BLK & BOLD		

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

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BYRD ANTI-LOBBYING CERTIFICATION

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

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

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

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

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

The Contractor Compass Group USA, Inc., by and through its Canteen Division 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.

DocuSigned by:
Shawn Grider
4F4DDB44CA1C468...

Signature of Contractor's Authorized Official

Shawn Grider, Division President

Name and Title of Contractor's Authorized Official

12/19/2025

Date

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

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DEBARMENT/SUSPENSION CERTIFICATION

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

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

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

The Contractor Compass Group USA, Inc., by and through its Canteen Division 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.

DocuSigned by:
Shawn Grider
4F4DDB44CA1C468...

Signature of Contractor's Authorized Official

Shawn Grider, Division President

Name and Title of Contractor's Authorized Official

12/19/2025

Date

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

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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:

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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.

DocuSigned by:
Shawn Grider
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Signature of Contractor's Authorized Official

Shawn Grider, Division President

Name and Title of Contractor's Authorized Official

12/19/2025

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, 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.

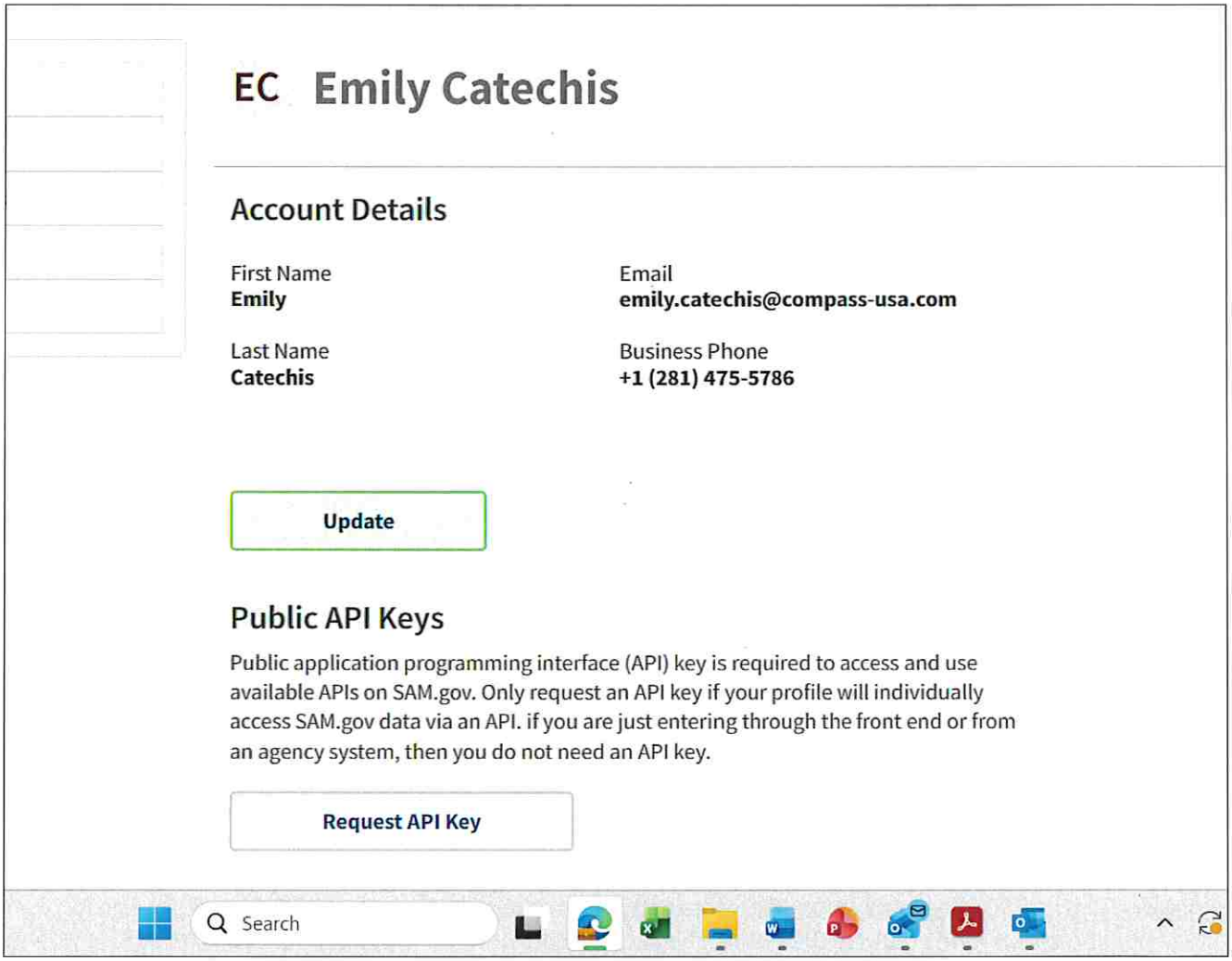
Questions may be emailed to Cindy Greene, Contract Specialist at: Cynthia.greene@jeffersoncountytx.gov. If no response in 72 hours, contact Deborah Clark, Purchasing Agent via email at: deb.clark@jeffersoncountytx.gov.
The Deadline for asking questions or requesting additional information (in writing)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

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


EC Emily Catechis
Account Details
First Name
Emily
Email
emily.catechis@compass-usa.com
Last Name
Catechis
Business Phone
+1 (281) 475-5786
Update
Public API Keys
Public application programming interface (API) key is required to access and use available APIs on SAM.gov. Only request an API key if your profile will individually access SAM.gov data via an API. if you are just entering through the front end or from an agency system, then you do not need an API key.
Request API Key
Search

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.

Docusign Envelope ID: 90E508C3-7184-473D-9754-505380024C4A

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:
2025-1402558

Date Filed:
12/19/2025

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Compass Group USA, Inc. by and through its Canteen Division
Carrolton , 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 25-054/CG
Snack and Drink Vending

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 Shawn Grider, and my date of birth is 12/04/1973.

My address is 2643 N I-35E, Suite 200, Carrollton (city), TX (state), 75006 (zip code), _____ (country).

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

Executed in Dallas County, State of Texas, on the 19 day of December (month), 2025 (year).

DocuSigned by:
Shawn Grider
4F4DDB44CA1C468...

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.

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.

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 09/18/2025

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
MARSH USA, LLC.
TWO ALLIANCE CENTER
3560 LENOX ROAD, SUITE 2400
ATLANTA, GA 30326

CN102832071-Compa-UMB10-25- CORP UNKNO RSKMG 66070

CONTACT NAME: Randi K. Nowell, CPCU, ARM
PHONE (A/C, No, Ext): 404-995-3102 FAX (A/C, No):
E-MAIL ADDRESS: Compasscerts@Marsh.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : National Union Fire Ins Co. of Pittsburgh PA	19445
INSURER B : AIU Insurance Co	19399
INSURER C : ACE Property And Casualty Ins Co	20699
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Compass Group USA, Inc.
2400 Yorkmont Road
Charlotte, NC 28217

COVERAGES **CERTIFICATE NUMBER:** ATL-005496754-82 **REVISION NUMBER:** 71

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			GL 6547187	09/30/2025	09/30/2026	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
	X SIR: $1,000,000						MED EXP (Any one person)	$
	X Contractual Liability						PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 10,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 5,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY			AL 7030998 (AOS incl.Garagekeepers)	09/30/2025	09/30/2026	COMBINED SINGLE LIMIT (Ea accident)	$ 2,000,000
A	X ANY AUTO			AL 7030999 (MA)	09/30/2025	09/30/2026	BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY			'Self Insured for Physical Damage'			PROPERTY DAMAGE (Per accident)	$
								$
C	X UMBRELLA LIAB X OCCUR			XOO G27738631	09/30/2025	09/30/2026	EACH OCCURRENCE	$ 10,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 10,000,000
	DED X RETENTION $ 0							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N			WC 14111814 (AOS)	09/30/2025	09/30/2026	X PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N / N/A (Mandatory in NH)						E.L. EACH ACCIDENT	$ 2,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below			See Acord 101			E.L. DISEASE - EA EMPLOYEE	$ 2,000,000
							E.L. DISEASE - POLICY LIMIT	$ 2,000,000
A	Liquor Liability			GL6547185	09/30/2025	09/30/2026	Each Common Cause	1,000,000
				SIR: $1,000,000			Aggregate	10,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Evidence of Insurance.

CERTIFICATE HOLDER

Compass Group USA, Inc.
2400 Yorkmont Road.
Charlotte, NC 28217

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

Marsh USA LLC

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AGENCY CUSTOMER ID: CN102832071
LOC #: Atlanta

ACORD®

ADDITIONAL REMARKS SCHEDULE

AGENCY		NAMED INSURED
MARSH USA, LLC.		Compass Group USA, Inc. 2400 Yorkmont Road Charlotte, NC 28217
POLICY NUMBER		
CARRIER	NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

Workers Compensation Continued:

Workers Compensation Policy #WC14111814 (AOS POLICY) Covers ALL States except: WI and OH

Carrier: New Hampshire Insurance Company
Policy Number: WC 14111817
Effective Date: 09/30/2025
Expiration Date: 09/30/2026
Policy Covers States of: WI
Stop Gap Coverage: ND, OH, WA, WY.
Limit:
E.L. Each Accident: $2,000,000
E.L. Disease-Policy: $2,000,000
E.L. Disease Each Employee: $2,000,000

Workers Compensation Continued:
Carrier: National Union Fire Ins. Co. of PA
Policy Number: XW 6583229
Effective Date: 09/30/2025
Expiration Date: 09/30/2026
Policy Covers States of: OH (Excess WC)
Limit:
E.L. Each Accident: $2,000,000
E.L. Disease-Policy: $2,000,000
E.L. Disease Each Employee: $2,000,000

ADDITIONAL INFORMATION

Umbrella Liability policy provides additional limits and follows the form of primary Commerical General Liability, Automobile Liability, Liquor Liability and Employers Liability polices subject to policy terms, conditions and exclusions.

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Docusign Envelope ID: 1752758B-B6AE-4F66-B1AD-EE94219B8EEE

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: Compass Group USA, Inc., by and through its Canteen Division

Bidder's TAX ID Number: 56-1874931

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

Contact Person: Emily Catechis **Title:** Regional Sales Director

Phone Number (with area code): 281-475-5786

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

Fax Number (with area code): _____

Email Address: emily.catechis@compass-usa.com

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

2643 N I-35E, Suite 200
Address

Carrollton, TX 75006
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

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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:

Compass Group USA, Inc., by and through its Canteen Division
Company Name

2643 N I-35E, Suite 200
Address

Carrollton, TX 75006
City State Zip

DocuSigned by:
Shawn Grider
4F4DDB44CA1C468...
Signature of Person Authorized to Sign

Shawn Grider
Printed Name

Division President
Title

For clarification of this offer, contact:

Emily Catechis, Regional Sales Director
Name & Title

281-492-1020
Phone Fax

emily.catechis@compass-usa.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: 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.

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JEFFERSON COUNTY PURCHASING DEPARTMENT
Deborah L. Clark, Purchasing Agent

1149 Pearl Street
1st Floor, Beaumont, TX 77701

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

Addendum to IFB

IFB NUMBER: **IFB 25-054/CG**

IFB TITLE: **Term Contract for Snack and Drink vending for Jefferson County**

IFB DUE BY: **11:00 am CST, Wednesday, January 7, 2026**

ADDENDUM NO.: **1**

ISSUED (DATE): **December 15, 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:

DocuSigned by:
Shawn Grider
4F4DDB44CA1C468...
Authorized Signature (Respondent)

Witness

Division President
Title of Person Signing Above

Witness

Compass Group USA, Inc., by and through its Canteen Division
Typed Name of Business or Individual

Approved by ____ Date: _____

2643 N I-35E, Suite 200 Carrollton, TX 75006
Address

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JEFFERSON COUNTY PURCHASING DEPARTMENT
Deborah L. Clark, Purchasing Agent

1149 Pearl Street
1st Floor, Beaumont, TX 77701

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

1. **Question:** Please provide the names and titles of all members on the Evaluation Committee.
   Answer: This is an IFB. There is not an Evaluation Committee.

2. **Question:** Reporting: 2024 and 2025 Sales By Machine; 2025 Top selling items?
   Answer: This information is unavailable and would need to be provided by the current vendor at their discretion.

3. **Question:** What percentage of your current snack contract is serviced by HUB?
   Answer: None

4. **Question:** Equipment: Age of current vending machines? Are there any concerns regarding building access, parking locations or the requirement to utilize stairs to install and service the vending machines? What is the preferred timeline to have all machines installed after the notice of award is received?
   Answer: The age varies. There are no known concerns for access or parking. See page 45 for Installation requirements.

5. **Question:** How are the financial incentive dollars utilized today? What programs would you like to support in 2026?
   Answer: Proceeds go to the County General Fund for Operating Expenses of the County. You can support whatever programs you want as this is not a requirement of this IFB.

6. **Question:** Please describe the current processes for: Issuing refunds; Internal controls for collecting and accounting for cash transactions; Recording, verifying and reporting sales from all methods of payment; Product inventory control?
   Answer: The process for issuing refunds will be mutually agreed upon with selected vendor. The vendor is responsible for keeping and maintaining records which can be audited by the County as noted under Audits on page 44.

7. **Question:** How important is it for Jefferson County to partner with a vendor who has an established office in the area & a proven history serving our community? How critical is it to have a partner with a defined emergency response plan to help ensure the health & safety of your employees?
   Answer: Requirements and specifications for this project can be found in Section 4 on page 43.

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 % Based on Annual Sales Volume. Assuming the annual sales exceed $50,001, Canteen anticipates the Commission rate to Jefferson County to be within the 15%-17.5%.				
Category		Price	Up to 50,000	50,001 - 100,000	100,001 - 200,000	200,001 - 300,000	300,001 +
12oz Canned Soda	Canteen offers all major brands	$1.50-$1.75	10%	15%	17.5%	20%	25%
Water	Canteen offers all major brands	$1.75-$2.00	10%	15%	17.5%	20%	25%
20oz Bottled Soda	Canteen offers all major brands	$2.75-$3.00	10%	15%	17.5%	20%	25%
12-16oz Juice	Canteen offers all major brands	$2.75-$3.00	10%	15%	17.5%	20%	25%
Energy and Specialty Drinks	Canteen offers all major brands	$3.75-$5.00	10%	15%	17.5%	20%	25%
Large Size Snacks	Canteen offers all major brands	$2.00-$2.50	10%	15%	17.5%	20%	25%
Full Size Candy	Canteen offers all major brands	$2.00-$2.50	10%	15%	17.5%	20%	25%
Pastry	Canteen offers all major brands	$2.50-$3.00	10%	15%	17.5%	20%	25%

Please refer to page 65 for details on our customized Canteen Program Highlights for Jefferson County.

Section 2.

Vendor guarantees a minimum annual guarantee of $__3,000*__ per year on all products.

*The guarantee is based on annual sales exceeding $50,001. The annual sales report was requested as part of the question responses to the RFP.

Program Highlights

The tiered commission program is designed to maximize revenue dollars for Jefferson County.

Canteen machines accept multiple forms of payment including cash up to $20, coins, credit/debit card and all major forms of electronic payment.

Canteen will support Jefferson County with an annual $300 in-kind product donation.

Our electronic refund system provides guests with a secure refund within 24-48 hours.

Twenty new glass-front beverage machines and 14 new, wrapped snack machines will be installed as part of the initial transition.

Canteen will coordinate the transition with John Paul's Food Service LLC once the cancellation letter has been submitted by Jefferson County.



BIDDER ACKNOWLEDGEMENT OF BID ADDENDA (IF APPLICABLE):

Addendum 1 ✓ Date Received 12/15/2025

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: City of Beaumont

Address: 801 Main St, Beaumont, TX 77701

Contact Person and Title: Terry Welch, Purchasing Manager

Phone: 409-880-3107 Fax: N/A

Email Address: terry.welch@beaumonttexas.gov Contract Period: Active

Scope of Work: Traditional Vending

REFERENCE TWO

Government/Company Name: Harris Health System

Address: 4800 Fournace Place Bellaire, TX 77401

Contact Person and Title: Teme Osuobeni, Foodservice Manager

Phone: 832-402-4933 Fax: N/A

Email Address: teme.osuobeni@harrishealth.org Contract Period: 2015 with multiple renewals-present

Scope of Work: Traditional Vending, Specialty Vending, Micromarkets

REFERENCE THREE

Government/Company Name: Lamar University

Address: PO Box 10003 Beaumont, TX 77710

Contact Person and Title: Azadeh Semien, Assistant Director, Contract Management

Phone: 409-880-8997 Fax: N/A

Email Address: asemien7@lamar.edu Contract Period: 2024-Present

Scope of Work: Traditional Vending, Specialty Vending

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SIGNATURE PAGE

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

Would 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.

Compass Group USA, Inc., by and through its Canteen Division	DocuSigned by: Shawn Grider 4F4DDB44CA1C468...
Bidder (Entity Name)	Signature
2643 N I-35E, Suite 200	Shawn Grider
Street & Mailing Address	Print Name
Carrollton, TX 75006	12/19/2025
City, State & Zip	Date Signed
(972) 392-7988	
Telephone Number	Fax Number
shawn.grider@compass-usa.com	
E-mail Address	

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

Docusign Envelope ID: 1752758B-B6AE-4F66-B1AD-EE94219B8EEE

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.

DocuSigned by:
Shawn Grider
4F4DDB44CA1C468...

Signature of Contractor's Authorized Official

Shawn Grider, Division President

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

12/19/2025

Date

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

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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.**

Compass Group USA, Inc., by and through its Canteen Division

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

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

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

N/A

Name of Officer

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

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

N/A

☐ 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 DocuSigned by:

Shawn Grider

4F4DDB44CA1C468...

Signature of vendor doing business with the governmental entity

12/19/2025

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

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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? Work is fully integrated and customarily self-performed.

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

☐ 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)? HUBs were not solicited due to no subcontracting.

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

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

☐ Yes ☑ No 6. If Prime Contractor/Consultant has zero (0) HUB participation, **please explain the reasons why.** All services will be performed by the bidder with its own personnel and resources.

If "No" was selected, please explain and include any pertinent documentation with your bid.
If necessary, please use a separate sheet to answ[illegible]ns.

DocuSigned by: Shawn Grider 4F4DDB44CA1C468...

Shawn Grider
Printed Name of Authorized Representative

Signature

Division President
Title

12/19/2025
Date

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

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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. Not Applicable

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.

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Not Applicable

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.

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Not Applicable

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.

Docusign Envelope ID: 1752758B-B6AE-4F66-B1AD-EE94219B8EEE

Not Applicable

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.

Docusign Envelope ID: 1752758B-B6AE-4F66-B1AD-EE94219B8EEE

Not Applicable

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.

Docusign Envelope ID: 1752758B-B6AE-4F66-B1AD-EE94219B8EEE

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 Compass Group USA, Inc., by and through its Canteen Division [company name] is a Nonresident Bidder as defined in Government Code §2252.001 and our principal place of business is Charlotte, North Carolina (city and state).

Taxpayer Identification Number (T.I.N.):	56-1874931
Company Name submitting bid/proposal:	Compass Group USA, Inc., by and through its Canteen Division
Mailing address:	2643 N I-35E, Suite 200, Carrollton, TX 75006
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, Shawn Grider, the undersigned representative of (company or business name) Compass Group USA, Inc., by and through its Canteen Division (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

12/19/2025
Date

On this 19 day of December, 2025, personally appeared

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

Notary Seal

Jenna Lin Joy
Notary Signature

12/19/2025
Date

JENNA LIN JOY
Notary Public, State of Texas
Comm. Expires 10-14-2026
Notary ID 134016633

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

Docusign Envelope ID: 1752758B-B6AE-4F66-B1AD-EE94219B8EEE

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.

Compass Group USA, Inc., by and through its Canteen Division

Company Name

IFB 25-054/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 Texas COUNTY OF Dallas

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

on this day personally appeared Shawn Grider (name), who

after being by me duly sworn, did depose and say:

"I, Shawn Grider (name) am a duly authorized officer of/agent

for Canteen (name of firm) and have been duly authorized to execute the

foregoing on behalf of the said Canteen (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: Compass Group USA dba Canteen

2629 Dickerson Parkway, Carrollton, TX 75007

Fax: _____ Telephone# 410 - 726 -3580

by: Shawn Grider (print name) Title: Division President

Signature: _____

SUBSCRIBED AND SWORN to before me by the above-named

Shawn Gridir on

this the 30th day of December, 2025.

Jenna Lin Joy

Notary Public in and for

the State of TEXAS

JENNA LIN JOY
Notary Public, State of Texas
Comm. Expires 10-14-2026
Notary ID 134016633

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

The Power of Compass Group

Compass Group operates as a family of great companies. We believe our sectorization strategy is a key advantage. It enables us to be closer to our clients and consumers to better understand their unique needs. This way, we can create an innovative, custom offer to meet Jefferson County Purchasing Department's specific requirements and, in doing so, truly differentiate ourselves. We have teams of specialists and the support of a large organization that has the benefit of size and scale.

Compass Group provides the highly specialized resources, brands and partnerships that only the world's largest hospitality company can deliver. Utilizing a dedicated single point of contact, we operate under a "One Team" approach across all sectors – streamlining processes and communication, sharing best practices, implementing state-of-the-art innovations and ensuring consistency across the enterprise that delivers positive results.*

COMPASS GROUP®

2024 GLOBAL KEY FIGURES

$42.2B revenue

580K associates

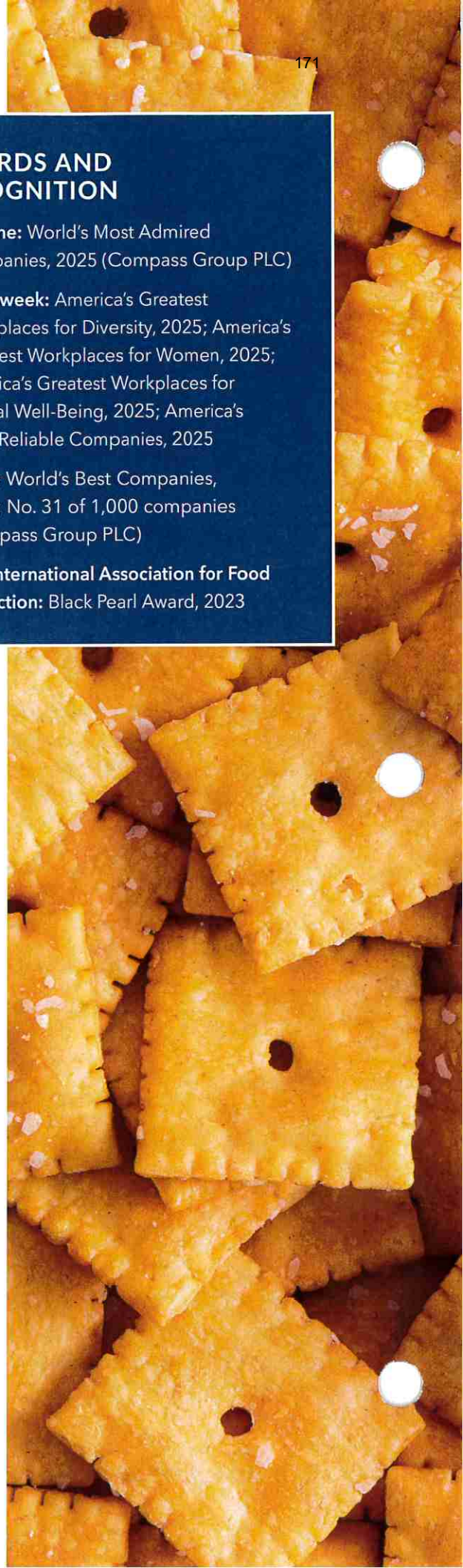
14M+ meals served per day

55K+ client locations in 30 countries

**Canteen does not provide dining foodservices within any correctional facilities, nor does any other Compass Group operating company in the United States.*

AWARDS AND RECOGNITION

- **Fortune:** World's Most Admired Companies, 2025 (Compass Group PLC)
- **Newsweek:** America's Greatest Workplaces for Diversity, 2025; America's Greatest Workplaces for Women, 2025; America's Greatest Workplaces for Mental Well-Being, 2025; America's Most Reliable Companies, 2025
- **Time:** World's Best Companies, 2024; No. 31 of 1,000 companies (Compass Group PLC)
- **The International Association for Food Protection:** Black Pearl Award, 2023





CYBERSECURITY

We invest $33 million each year to ensure the data of our clients, as well as their employees, customers and guests, is protected against all cyber intrusion attempts. Our cybersecurity team works around the clock so our clients can focus on their core businesses.

BALANCE SHEET

Our high credit rating and low debt levels, as well as a strategic equity raise, mean our balance sheet is the best in company history. While our competitors are burdened with debt, we're able to be nimble and smart, investing in our business and continuing to bring the best to our clients.

STRATEGIC PROJECTS

This internal team's deep knowledge of transition – and their extensive experience in change management – are key to us ensuring the contract transition for each new Compass Group client is seamless and successful.

COMPASS DIGITAL

Dedicated to innovation and consumer engagement, this internal team of developers and data scientists delivers technology strategies and solutions to meet complex business needs.

PEOPLE AND LABOR STRATEGY

In addition to our specialized HR support and unmatched people management skills, our proprietary labor platform, SmartLabor, processes and manages our workforce by finding inefficiencies, capturing data and driving change.

E15

Using data and market research, our E15 team finds patterns, correlations and insights that our clients use to make more informed decisions. The data optimizes their business operations and improves the consumer experience.

ENVISION

From strategic space design to eliminating food waste, this visionary team is focused on building partnerships and business growth that promotes the well-being of people and planet.

Our Story

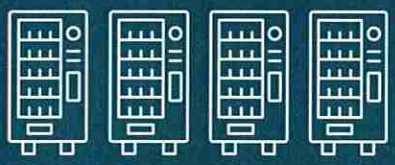
Since 1929, Canteen has provided unattended retail and foodservice with a commitment to service, leadership, people, innovation, quality and wellness. From small shops to Fortune 500 companies, we provide food, service and experience backed by industry-leading technology to give your team and guests what they are craving.



canteen

Thriving at Unmatched Scale

390,000+
connected vending machines





97%
Canteen client retention rate

99.7%
national accounts client retention rate

255
corporate and franchise locations in

48
states



FORTUNE WORLD'S MOST ADMIRED COMPANIES 2025

22,000+
coffee and pantry locations



NEWSWEEK AMERICA'S GREATEST WORKPLACES
for Diversity and Women 2025

BUSINESS GROUP ON HEALTH
Best Employers for Excellence in Health & Well-Being 2025



35,000+
micromarkets

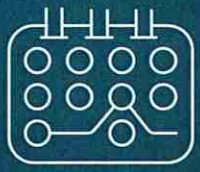
14,000 employees



$1.5B
n national accounts managed volume

$3.6B
in Canteen managed volume





95+ Years
leading our industry with innovation

Technology Among Our Service Lines

MARKETS AND VENDING

Smart Service

Smart Service links our vending machines and markets to provide real-time sales data, enabling quicker, better-informed stocking decisions. The benefits to Jefferson County Purchasing Department are twofold: anticipating customer needs and reducing environmental impact through efficient resource use.

iVend

iVend provides instant access to product-specific sales and reports, enabling us to make sure the right product is where it needs to be, when it needs to be there. iVend allows us to aggregate data across the enterprise to generate insights based on location, client, regional or national parameters. Each product we offer has a unique barcode or SKU assigned to it, allowing our route drivers to identify how each SKU is performing by using a handheld scanner. This vital insight lets our teams build the right product mix for every machine, plus these extras:

- Replace slow sellers with popular products
- Keep machines fully stocked
- Customize the product mix based on machine-specific data
- Regularly introduce new items and rotate selections for more variety
- Provide machine inventory tracking
- Simplify cash auditing and credit collections via cash room automation and card processor integration
- Ensure reliable delivery processes through online route scheduling
- Verify sales by using electronic data from vending machines

Canteen Connect

We are committed to creating opportunities for customers to connect with us. Immediate and ongoing feedback is critical for our continued success, which is why you will find a Connect label on each vending machine, Avenue C and Smart Market. Each Connect label has a customer service telephone, a QR code and a text message code, enabling guests to reach us at any time - in the most convenient way for them - and giving them access to nutritional information and exclusive promotions.

Smart Tech

Smart Tech is the advanced technology behind Canteen's customer and field service.

This service solution is designed to ensure equipment maintenance and remedies occur promptly, with minimal impact.

Smart Tech allows Canteen to foresee customer needs and respond to inquiries in real time with companywide transparency. From the account manager to the field service technician, everyone is informed about what is happening in each case.

Using AI-assisted scheduling, Smart Tech ensures the right person is assigned to the right job at the right time, enabling more efficient resource deployment, resulting in improved break rooms and reduced environmental impact.

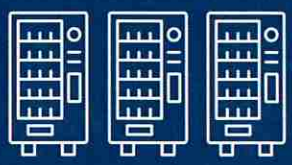


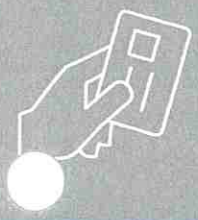
Cashless Technology

Speed, convenience and flexible payment options are key to success. Technology is changing quickly and we have the options you need to keep up with today's savvy consumer.

CONTACTLESS METHODS OF PAYMENT
credit/debit cards, student/employee cards, mobile wallets, apps and more

390,000+
devices deployed





50%+
of our transactions are credit cards

PAYMENT CARD INDUSTRY (PCI) COMPLIANCE

2.5M+
credit and debit transactions per month



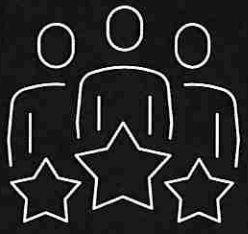
51%
Americans use contactless payments according to a Mastercard poll

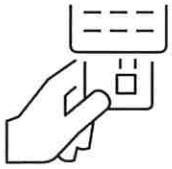




Cuts transaction time by as much as
50%

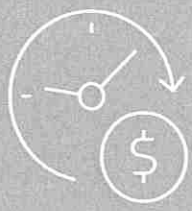
Increases
customer satisfaction





Enables multiple vends with a
SINGLE TRANSACTION

Gives customers a
fast way to pay



Vending Solutions

SMART SERVICE

Smart Service ensures your machines are filled with the products you need by generating live updates every six hours of what has sold and any needed maintenance.

- Reduces services times and waste
- Increases variety and product rotation
- Machines stay full; customers stay happy

IVEND

Our proprietary route accounting system tells us what you need and when you need it.

CANTEEN DIFFERENTIATORS:

Safety

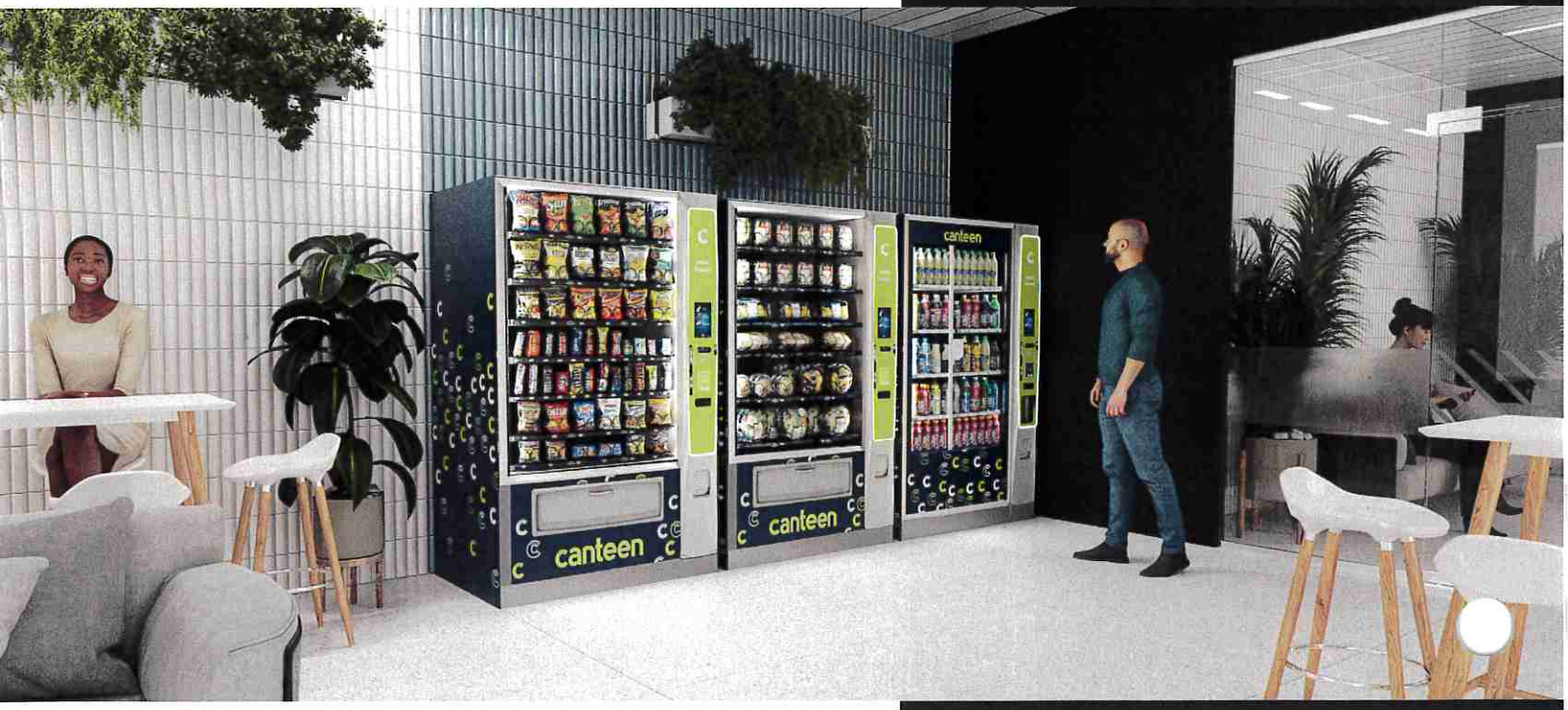
From supplying training to monitoring recalls

Variety

Over 250,000 SKU options to choose from

Equipment

The most reliable and technologically advanced



From traditional machines to the latest AI-powered robot vendors, our equipment options will make your vending solution simple, accessible and adaptable to the unique needs of your guests.



GLASS-FRONT DRINK MACHINE

Model 3800/5800

Height: 72″/72″

Width: 39″/47″

Depth: 32″/32″

Electrical: 120VAC CAC 60Hz, 12A



GLASS-FRONT SNACK MACHINE

Model 186/187

Height: 72″/72″

Width: 33″/44″

Depth: 35″/35″

Electrical: 115VAC VAC, 60Hz, 3A/120 VAC, 60Hz, 3A

CANTEEN CONNECT

We make it easy to get in touch. Our vending machines feature a Connect label, allowing customers to connect directly to our app to access nutritional information, request service or a refund, and provide valuable feedback on the products and services offered. The Connect system lets us build reports and share insights tailored to your needs, continually identifying opportunities for improvement.



MERCHANT MEDIA



CUSTOM GRAPHICS AVAILABLE

Specifications

	Model 186	Model 187
Height:	72"	72"
Width:	33"	44"
Depth:	39"	38"
Weight:	510 lbs.	610 lbs.
Electrical:	115 VAC 60Hz, 3A	115 VAC 60Hz, 3A

Certifications: UL, cUL, CE, FCC, NAMA

Payment Options

- Integrated Credit Card Swipe
- Integrated Coin & Bill Validator
- Integrated NFC Reader with Apple Pay and Android Pay
- Standard Payment Opening 1
- Standard Payment Opening 2
- Other CPI and Crane Cashless Options

Key Features

- Guaranteed Product Delivery with SureVend Technology
- Standard Cabinet LED Lighting
- 7" Touchscreen with Color Display or 3.5" Keypad
- Surround & Integrated Payment LED Option
- Custom Graphics
- Internal Tactile Keypad & Speaker Option (for visually impaired operators)

Meets ADA Requirements

Spiral Configuration Options

Merchant Media 4-Wide

- Standard - 38 Selections
- Maximum - 56 Selections
- Shelf Options:
  - 4 dual-spiral snack/pastry shelf
  - 8 single-spiral candy shelf
  - 6-Shelf and 7-Shelf Configurations

Merchant Media 6-Wide

- Standard - 58 Selections
- Maximum - 84 Selections
- Shelf Options:
  - 6 dual-spiral snack/pastry shelf
  - 12 single-spiral candy shelf
  - 6-Shelf and 7-Shelf Configurations

Built-In Telemetry Options

- CDMA (Sprint or Verizon)
- GSM (AT&T 3G or T-Mobile)
- Local Mesh Network

Color Displays

Pick from two stunning user interfaces to grab consumer's attention.





Integrated Cashless

Built-in and intuitive cashless solution helps capture every sale.

Largest Variety

Increase sales and consumer satisfaction with the largest number of selections in the industry.





Shopping Cart

Enables multi-product purchases in one, simple transaction. Consumers can pay before or after selection.

Nutritional Information

Supports FDA nutritional requirements with easy-to-read facts for making better choices.





Digital Advertising

Display advertisements and interactive promotions that encourage multiple sales, while building brand loyalty.

Intelligent Store

MEDIA offers over-the-air delivery of software updates, screen messaging, planogram and price changes, as well as performance monitoring with Intelligent Store.



3330 Crane Way, Williston, SC 29853-0719 • Tel: (800) 688-9090 • cranems.com • MADE IN USA

BEVMAX MEDIA





CUSTOM GRAPHICS AVAILABLE

Specifications

	Narrow	Wide
Height:	72"	72"
Width:	39"	47"
Depth:	32"	32"
Weight:	545 lbs.	764 lbs.
Electrical:	115 VAC 60Hz, 10.2A	115 VAC 60Hz, 10.2A
Selection:	35	45
Total Capacity:	280	360
Certifications:	UL, cUL, CE, FCC, NAMA	
Refrigeration:	134A CFC-Free Refrigerant Gas 1/3 HP Compressor	

Key Features

- Surround & Integrated Payment LED Option
- Standard Cabinet LED Lighting
- Custom Graphics
- Top delivery speed of 8 seconds
- Efficient loading

Meets ANSI and ADA Requirements.
Exceeds Energy Star Tier 3 Standards.

Payment Options

- Integrated Credit Card Swipe
- Integrated Coin & Bill Validator
- Integrated NFC Reader with Apple Pay and Android Pay
- Standard Payment Opening 1
- Standard Payment Opening 2
- Additional CPI and Crane Cashless Options

Built-In Telemetry Options

- For Remote Monitoring or Credit Card Payments:
  - GSM (AT&T 3G or T-Mobile)
  - CDMA (Sprint or Verizon)
  - Local Mesh Network



Delivery Speed

Delivers product in only 8 seconds, increasing sales, speed of service and customer satisfaction.

Color Display

Color 7" touchscreen clearly displays digital content





Integrated Cashless

Built in and intuitive cashless solution helps capture every sale.

Largest Variety

Increase sales and consumer satisfaction with the largest number of selections in the industry.





Shopping Cart

Enables multi-product purchases in one, simple transaction. Consumers can pay before or after selection.

Nutritional Information

Supports FDA nutritional requirements with easy-to-read facts for making healthy choices.





Digital Advertising

Displays pre-loaded advertisements and interactive promotions that encourage multiple sales, while building brand loyalty.

Intelligent Store

MEDIA offers over-the-air delivery of software updates, screen messaging, planogram and price changes, as well as performance monitoring with Intelligent Store.





Efficient Loading

Shimless vend mechanism addresses costly labor and service concerns by eliminat ing loading errors.

CRANE MERCHANDISING SYSTEMS

3330 Crane Way, Williston, SC 29853-0719 · Tel : (800) 688-9090 · cranems.com · MADE IN USA

Canteen Vending – Snack	Category	Sub Category	Sub Category
Product SKU Name	Item Type	Healthy Choice Plus	Premium Selection
3 Musketeers (1.92oz)	Candy		
3 Musketeers V (1.92oz)	Candy		
Almond Joy (1.61oz)	Candy		
Blue Diamond Roasted Salted Almond (4oz)	Candy	x	x
Blue Diamond Smokehouse Almond (1.5oz)	Candy	x	x
Butterfinger (1.9oz)	Candy		
Fiber One Oats & Chocolate Chewy Bar (1.4oz)	Candy	x	
Hershey's Cookies n Cream (1.55oz)	Candy		
Hershey's Milk Chocolate with Almonds (1.45oz)	Candy		
Hershey's Snack Mix (2oz)	Candy		
Jack Link's All American Beef & Cheese (1.2oz)	Candy	x	x
Jack Link's Original Beef Jerky (.9oz)	Candy	x	x
Jack Link's Original Beef Steak Tender Bites (1oz)	Candy	x	x
Kar's Sweet n Salty Trail Mix (2oz)	Candy	x	
Kar's Sweet n Spicy Mix (1.75oz)	Candy	x	
Kellogg's Nutrigrain Blueberry Cereal Bar (1.3oz)	Candy	x	
Kellogg's Nutrigrain Strawberry Cereal Bar (1.3oz)	Candy	x	
Kind Energy Chocolate Chunk (2.1oz)	Candy	x	x
Kind Energy Peanut Butter (2.1oz)	Candy	x	x
Kind Fruit & Nut Bar (1.4oz)	Candy	x	x
Kind Fruit & Nut Blueberry Vanilla & Cashew Bar (1.4oz)	Candy	x	
Kind Healthy Grains Peanut Butter Dark Chocolate (1.2oz)	Candy	x	
Kind Plus Dark Chocolate Cherry Cashew Bar (1.4oz)	Candy	x	x
Kirkland Signature Almond Cashew & Pecan Nut Bar (1.41oz)	Candy	x	
Kirkland Signature Trail Mix Snack Packs (2oz)	Candy	x	
Kit Kat (1.5oz)	Candy		
Kit Kat White Chocolate (1.5oz)	Candy		
Lay's Munchies Cheese Peanut Butter Cracker (1.42oz)	Candy	x	
Lay's Munchies Peanut Butter Toast Cracker (1.42oz)	Candy	x	
M&M Peanut (1.74oz)	Candy		
M&M Peanut V (1.74oz)	Candy		
M&M Plain (1.69oz)	Candy		
M&M Plain V (1.69oz)	Candy		
Milky Way (1.84oz)	Candy		
Milky Way V (1.84oz)	Candy		
Mr. Nature Unsalted Trail Mix (2oz)	Candy	x	
Nature Valley Biscuits with Almond Butter (1.35oz)	Candy	x	
Nature Valley Crunchy Oats and Honey (1.5oz)	Candy	x	
Nature Valley Crunchy Oats and Peanut Butter (1.8oz)	Candy	x	
Nature Valley Fruit n Nut Trail Mix Bar (1.2oz)	Candy	x	
Nature Valley Peanut Butter Chocolate Granola Cups (1.35oz)	Candy	x	
Nature Valley Protein Chewy Peanut Butter Dark Chocolate (1.42oz)	Candy	x	
Nature Valley Sweet & Salty Nut Granola Almond (1.2oz)	Candy	x	
Nestle Crunch Bar (1.55oz)	Candy		
Now & Later Original (2.44oz)	Candy		

PayDay (1.85oz)	Candy		
Planters Lightly Salted Peanuts (2oz)	Candy	x	
Reeses Peanut Butter Cups (1.5oz)	Candy		
Reeses Peanut Butter Cups (2.1oz)	Candy		
Reeses Snack Mix (2oz)	Candy		
Sahale California Almonds & Sea Salt (1.5oz)	Candy	x	x
Sahale Cashews with Pomegranate & Vanilla (1.5oz)	Candy	x	x
Sahale Honey Almonds Glazed Mix (1.5oz)	Candy	x	x
Second Nature Keto Crunch Smart Mix (1.75oz)	Candy	x	x
Skittles Original Fruit (2.17oz)	Candy		
Skittles Original Fruit V (2.17oz)	Candy		
Snickers (1.86oz)	Candy		
Snickers V (1.86oz)	Candy		
Sour Patch Kids (2oz)	Candy		
Sour Patch Watermelon (2oz)	Candy		
Starburst Original Fruit Chews (2.07oz)	Candy		
Starburst Original Minis V (1.85oz)	Candy		
Tapatio Salsa Picante Mixed Nuts (1.5oz)	Candy	x	
Tapatio Salsa Picante Peanuts (1.5oz)	Candy	x	
Think! Brownie Crunch Bar (2.1oz)	Candy	x	x
Twix (1.79oz)	Candy		
Twix V (1.79oz)	Candy		
Wonderful Pistachios No Shells (.75oz)	Candy	x	
Wonka Mini Chewy SweeTarts (1.8oz)	Candy		
Baken-ets Hot and Spicy Pork Rinds (1oz)	Chip		
Barcel Takis Fuego (2oz)	Chip		
Beanfields Vegan Cracklins Korean BBQ (1oz)	Chip	x	x
Beanfields Vegan Cracklins Ranch (1oz)	Chip	x	x
Bugles Nacho Cheese (1.5oz)	Chip		
Cheetos Cheddar Popcorn (1oz)	Chip		
Cheetos Crunchy (2oz)	Chip		
Cheetos Flamin Hot (2oz)	Chip		
Cheetos Flamin Hot (2.75oz)	Chip		
Cheetos Flamin Hot Limon (2oz)	Chip		
Cheezits (2oz)	Chip		
Cheezits Baked Snack Mix Double Cheese (3.5oz)	Chip		
Cheezits Grooves Zesty Cheddar Ranch (3.25oz)	Chip		x
Cheezits Snap'd Cheddar Sour Cream & Onion (1.5oz)	Chip		
Chester Fries Flamin' Hot (1.75oz)	Chip		
Chex Mix Traditional (1.75oz)	Chip	x	
Doritos Cool Ranch (1.75oz)	Chip		
Doritos Flamin Hot Nacho (1.75oz)	Chip		
Doritos Nacho Cheese (1.75oz)	Chip		
Doritos Nacho Cheese (2.5oz)	Chip		
Dot's Homestyle Pretzels (1.5oz)	Chip		
French's Potato Sticks Buffalo (2.25oz)	Chip		x
Fritos (2oz)	Chip		
Fritos Chili Cheese (2oz)	Chip		
Fritos Flavor Twists with Honey BBQ (2oz)	Chip		
Funyuns (1.25oz)	Chip		

G.H. Cretors The Mix Popped Corn (1.5oz)	Chip		x
Gardettos Original Snack Mix (1.75oz)	Chip	x	
Hippeas Organic Chickpea Puffs Vegan White Cheddar (1.5oz)	Chip	x	x
Kettle Chips Backyard Barbecue (1.5oz)	Chip	x	x
Kettle Chips New York Cheddar (1.5oz)	Chip	x	x
Kettle Chips Sea Salt (1.5oz)	Chip	x	
Lay's BBQ (1.5oz)	Chip		
Lay's Cheddar Jalapeno (1.5oz)	Chip		
Lay's Cheese Fix Munchies (1.75oz)	Chip		
Lay's Dill Pickle Chips (1.5oz)	Chip		
Lay's Flamin' Hot Munchies (2oz)	Chip		
Lay's Quaker Baked Cheddar Snack Mix (1.75oz)	Chip		
Lay's Regular Chips (1.5oz)	Chip		
Lay's Regular Chips (2.25oz)	Chip		
Lay's Salt & Vinegar (1.5oz)	Chip		
Lay's Sour Cream & Onion Chips (1.5oz)	Chip		
Miss Vickie's Kettle Jalapeno (1.375oz)	Chip	x	
Nabisco Wheat Thins Toasted Veggie (1.75oz)	Chip	x	
Oven Baked Cheetos Flamin' Hot (1.5oz)	Chip	x	
Oven Baked Lays BBQ (1.125oz)	Chip	x	
Oven Baked Lays Original (1.125oz)	Chip	x	
Poptime Sweet & Salty Kettle Corn (1.5oz)	Chip		
Ruffles Cheddar Sour Cream (1.5oz)	Chip		
Smartfood White Cheddar Popcorn (1oz)	Chip	x	
Sun Chips Garden Salsa (1.5oz)	Chip	x	
Sun Chips Harvest Cheddar (1.5oz)	Chip	x	
Tostitos Crispy Rounds (3oz)	Chip		
Beanfields Bean & Rice Chips Nacho (1.5oz)	Chips	x	x
Beanfields Bean & Rice Chips Pico de Gallo (1.5oz)	Chips	x	x
Cheetos Crunchy (2.75oz)	Chips		
Good Natured Selects Baked Ranch Vegetable Crisps (1oz)	Chips	x	
7 Days Chocolate Croissant (2.65oz)	Cookie / Pastry		x
Anderson Peanut Butter Filled Nuggets (2.5oz)	Cookie / Pastry	x	
Canel LaVaquita Caramels (5oz)	Cookie / Pastry		x
Cookie Dough Bites (1.75oz)	Cookie / Pastry		x
Dolly Madison Golden Creme Cakes (2.7oz)	Cookie / Pastry		
Doughlish Chocolate Chip Cookie Dough (4.5oz)	Cookie / Pastry		x
Famous Amos Chocolate Chip Cookies (2oz)	Cookie / Pastry		
Fieldstone Honey Bun (4oz)	Cookie / Pastry		
Flipz Milk Chocolate Covered Pretzels (5oz)	Cookie / Pastry		x
Fruit by the Foot Raspberry Lemonade/Blue Raspberry (2.5oz)	Cookie / Pastry		x
Funables Mixed Berry Fruity Snacks (2.5oz)	Cookie / Pastry	x	
Grandma's Chocolate Chip Cookies (2.5oz)	Cookie / Pastry		
Grandma's Mini Vanilla Cream Cookies (2.12oz)	Cookie / Pastry		
Grandma's Oatmeal Raisin Cookies (2.5oz)	Cookie / Pastry		
Grandmas Peanut Butter Cookies (2.5oz)	Cookie / Pastry		
Haribo Gummi Gold Bears (4oz)	Cookie / Pastry		x
Jack Link's Peppered Beef Jerky (.9oz)	Cookie / Pastry	x	
Kar's Cranberry Almond Delight (3oz)	Cookie / Pastry	x	
Keebler Soft Batch Chocolate Chip Cookies (2.2oz)	Cookie / Pastry		

Pop Tarts Frosted Strawberry (3.67oz)	Cookie / Pastry		
Kellogg Rice Krispies Treats (1.3oz)	Cookie / Pastry		
Lenny & Larry's The Complete Cookie Chocolate Chip (4oz)	Cookie / Pastry	x	x
Lenny & Larry's The Complete Cookie Snickerdoodle (4oz)	Cookie / Pastry	x	x
Little Debbie Cosmic Brownie (4oz)	Cookie / Pastry		
Little Debbie Double Decker Oatmeal Cream Pie (3.9oz)	Cookie / Pastry		
Little Debbie Zebra Cake (3.1oz)	Cookie / Pastry		
Mrs. Fields Chocolate Chip Cookie (2.1oz)	Cookie / Pastry		
Mrs. Fields White Chunk Macadamia (2.1oz)	Cookie / Pastry		
Mrs. Freshley's Chocolate Cupcakes (4.oz)	Cookie / Pastry		
Mrs. Freshley's Cinnamon Swirl Bun (4oz)	Cookie / Pastry		
Mrs. Freshley's Doughnut Sticks (3oz)	Cookie / Pastry		
Mrs. Freshley's Frosted Chocolate Mini Donut (3.3oz)	Cookie / Pastry		
Mrs. Freshley's Oreo Brownie (3oz)	Cookie / Pastry		
Mrs. Freshley's Peanut Butter BuddyBar Wafers (3oz)	Cookie / Pastry		
Mrs. Freshley's Pecan Twirls (3oz)	Cookie / Pastry		
Nabisco Belvita Blueberry Breakfast Biscuits (1.76oz)	Cookie / Pastry	x	
Nabisco Belvita Golden Oat Breakfast Biscuits (1.76oz)	Cookie / Pastry	x	
Nabisco Chips Ahoy Mini Cookie (2oz)	Cookie / Pastry		
Nature Valley Oats n Chocolate Crunchy Snack Mix (1.8oz)	Cookie / Pastry	x	
Nemos Banana Bread (4oz)	Cookie / Pastry	x	x
Nemos Coffee Cake (4oz)	Cookie / Pastry	x	x
Nemos Cream Cheese Coffee Cake (4oz)	Cookie / Pastry	x	x
Orchard Valley Omega 3 Mix Walnut Cranberry Almond Pistachio (2oz)	Cookie / Pastry	x	
Oreo Chocolate Cookie (2.4oz)	Cookie / Pastry		
Otis Spunkmeyer Banana Nut Muffin (4oz)	Cookie / Pastry	x	x
Otis Spunkmeyer Chocolate Chip Muffin (4oz)	Cookie / Pastry	x	x
Otis Spunkmeyer Wild Blueberry Muffin (4oz)	Cookie / Pastry	x	x
Pepperidge Farm Milano Cookie Chocolate (1.5oz)	Cookie / Pastry		
Shari Cherry Sour Balls (5oz)	Cookie / Pastry		x
Shari Gummi Worms (5oz)	Cookie / Pastry		x
Shari Sour Watermelon Slices (4.5oz)	Cookie / Pastry		x
Taste of Nature Sour Neon Worms (5oz)	Cookie / Pastry		x
Thinsters Vanilla Bean Cookie Thins (1.5oz)	Cookie / Pastry	x	x
Tillamook Original Country Smoker Double Stick (.75oz)	Cookie / Pastry	x	x
Tillamook Original Smoked Meat Stick (1oz)	Cookie / Pastry	x	x
Tillamook Teriyaki Sticks (1oz)	Cookie / Pastry	x	x

Canteen Vending – Beverage	Category	Sub Category	Sub Category
Product SKU Name	Item Type	Choice Plus	Premium
Bang Blue Razz Brain & Body Fuel (16oz)	Energy Drink		
Bang Peach Mango Brain & Body Fuel (16oz)	Energy Drink		
Bang Purple Haze Energy Shot (3oz)	Energy Drink		
Bang Rainbow Unicorn Energy Shot (3oz)	Energy Drink		
BDB Cappuccino Iced Coffee (240ml)	Energy Drink		x
BDB Macchiato Iced Coffee (240ml)	Energy Drink		x
BDB Vanilla Iced Coffee (240ml)	Energy Drink		x
C4 Zero Sugar Frozen Bombsicle Energy (16oz)	Energy Drink		
C4 Zero Sugar Strawberry Watermelon Ice Energy (16oz)	Energy Drink		
Celsius Sparkling Fuji Apple Pear (12oz)	Energy Drink		x
Celsius Sparkling Kiwi Guava (12oz)	Energy Drink		x
Dunkin Donuts Espresso Iced Coffee (13.7oz)	Energy Drink		x
Dunkin Donuts Mocha Iced Coffee (13.7oz)	Energy Drink		x
Dunkin Donuts Original Iced Coffee (13.7oz)	Energy Drink		x
La Colombe Draft Latte Mocha Iced Coffee Can (9oz)	Energy Drink		x
La Colombe Draft Latte Triple Iced Coffee Can (9oz)	Energy Drink		x
La Colombe Draft Latte Vanilla Iced Coffee Can (9oz)	Energy Drink		x
La Colombe Pumpkin Spice Draft Latte (9oz)	Energy Drink		x
Monster Energy (16oz)	Energy Drink		
Monster Energy Ultra Fiesta Zero Sugar (16oz)	Energy Drink		
Monster Energy Ultra Gold (16oz)	Energy Drink		
Monster Energy Ultra Watermelon (16oz)	Energy Drink		
Monster Energy Zero Ultra (16oz)	Energy Drink		
Mountain Dew Rise Pomegranate Blue Burst (16oz)	Energy Drink		
Mountain Dew Rise Strawberry Melon Spark (16oz)	Energy Drink		
Muscle Milk Nutritional Shake Chocolate (14oz)	Energy Drink	x	x
Muscle Milk Nutritional Shake Vanilla Creme (14oz)	Energy Drink	x	x
Red Bull Energy Drink (8.4oz)	Energy Drink		
Red Bull Red Edition Watermelon (8.4oz)	Energy Drink		
Red Bull Sugar Free Energy Drink (8.4oz)	Energy Drink		
Red Bull Summer Edition Dragon Fruit (8.4oz)	Energy Drink		
Red Bull Winter Edition Pomegranate (8.4oz)	Energy Drink		
Red Bull Yellow Edition Tropical Fruit Energy Drink (8.4oz)	Energy Drink		
Reign Total Body Fuel Cherry Limeade (16oz)	Energy Drink		
Reign Total Body Fuel Lemon HDZ (16oz)	Energy Drink		
Reign Total Body Fuel Melon Mania (16oz)	Energy Drink		
Reign Total Body Fuel Orange Dreamsicle (16oz)	Energy Drink		
Rockstar Energy Drink (16oz)	Energy Drink		
Rowdy Energy Zero Strawberry Lemonade (16oz)	Energy Drink		
Runa Clean Energy Tropical Passion Fruit (16oz)	Energy Drink		
Runa Clean Energy Wild Black Cherry (16oz)	Energy Drink		
Starbucks Double Shot Mocha (15oz)	Energy Drink		x
Starbucks Double Shot Vanilla (15oz)	Energy Drink		x
Starbucks Frappuccino Mocha (13.7oz)	Energy Drink		x
Starbucks Frappuccino Vanilla (13.7oz)	Energy Drink		x
Starbucks Vanilla Sweet Cream Nitro Cold Brew (9.6oz)	Energy Drink		x

Acqua Panna Natural Spring Water Plastic (16.9oz)	Juice	x	x
Arizona Arnold Palmer Half & Half Iced Tea Lemonade (16.9oz)	Juice		x
Arizona Green Tea Ginseng & Honey Bottle (16.9oz)	Juice		x
Bai Kula Watermelon (18oz)	Juice	x	
Bai Molokai Coconut (18oz)	Juice	x	
BodyArmor Orange Mango SuperDrink (16oz)	Juice	x	
BodyArmor Strawberry Banana SuperDrink (16oz)	Juice	x	
Campbell's V8 Splash Berry Blend (16oz)	Juice	x	
Campbell's V8 Splash Tropical Blend (16oz)	Juice	x	
Dole/Ocean Spray 100% Apple Juice (15.2oz)	Juice	x	
Gatorade Bolt 24 Mixed Berry (16.9oz)	Juice	x	
Gatorade Bolt 24 Watermelon Strawberry (16.9oz)	Juice	x	
Gatorade Frost Glacier Cherry (20oz)	Juice	x	
Gatorade Zero Glacier Cherry (20oz)	Juice	x	
Gatorade Zero Glacier Freeze (20oz)	Juice	x	
Gold Peak Sweetened Iced Tea (18.5oz)	Juice	x	
Hint Water Blackberry (16oz)	Juice	x	
Hint Water Crisp Apple (16oz)	Juice	x	
Hint Water Pineapple (16oz)	Juice	x	
Hint Water Watermelon (16oz)	Juice	x	
Kirkland Signature Sparkling Orange Mango (17oz)	Juice	x	
Kirkland VitaRain Zero Acai Blueberry Pomegranate (20oz)	Juice	x	
Kirkland VitaRain Zero Dragon Fruit (20oz)	Juice	x	
Kirkland VitaRain Zero Lemonade (20oz)	Juice	x	
Kirkland VitaRain Zero Tropical Mango (20oz)	Juice	x	
Labrada Lean Body Chocolate Protein Shake (17oz)	Juice	x	
Lipton PureLeaf Sweet Tea (18.5oz)	Juice	x	
Minute Maid 100% Apple Juice Bottle (12oz)	Juice	x	
Minute Maid 100% Orange Juice Bottle (12oz)	Juice	x	
Minute Maid Cranberry Apple Raspberry Juice Bottle (12oz)	Juice	x	
Minute Maid Cranberry Grape Juice Bottle (12oz)	Juice	x	
Mojo Coconut Water (11.1oz)	Juice	x	
Oatly Original Oat Milk (11oz)	Juice	x	x
Ocean Spray Cranberry Cocktail (15.2oz)	Juice	x	
Ocean Spray Cranberry Grape (15.2oz)	Juice	x	
Perrier Energize Pomegranate (11.15oz)	Juice	x	x
Perrier Lime Sparkling Water (16.9oz)	Juice	x	
Perrier Pink Grapefruit Sparkling Water (16.9oz)	Juice	x	x
Powerade ION4 Fruit Punch (20oz)	Juice	x	
Powerade ION4 Lemon Lime (20oz)	Juice	x	
Powerade ION4 Mountain Blast (20oz)	Juice	x	
Powerade ION4 Orange (20oz)	Juice	x	
Snapple Fruit Punch PL (16oz)	Juice		
Snapple Kiwi Strawberry PL (16oz)	Juice		
Snapple Peach Tea PL (16oz)	Juice		
TopoChico Mineral Sparkling Water (20.3oz)	Juice	x	
TopoChico Mineral Sparkling Water with Twist of Grapefruit (20.3oz)	Juice	x	
Vita Coco Boosted Chai Coconut Water & MCT (16.9oz)	Juice	x	x
Vitamin Water Ice Cool Blueberry Lavender (20oz)	Juice	x	
Vitamin Water XXX (20oz)	Juice	x	
Welch's Orange Juice (11.5oz)	Juice	x	

5-Hour Energy Extra Strength Berry (1.93oz)	Other Snack		
5-Hour Energy Grape (1.93oz)	Other Snack		
7-Up (20oz)	Soda Bottle		
A&W Root Beer (20oz)	Soda Bottle		
Big Red Soda (20oz)	Soda Bottle		
Canada Dry Ginger Ale (20oz)	Soda Bottle	x	
Cherry Coke (20oz)	Soda Bottle		
Coca Cola Classic (20oz)	Soda Bottle		
Coca Cola Zero Sugar Bottle (20oz)	Soda Bottle		
Crush Grape (20oz)	Soda Bottle		
Crush Orange (20oz)	Soda Bottle		
Crush Strawberry (20oz)	Soda Bottle		
Diet Coke (20oz)	Soda Bottle		
Diet Dr Pepper (20oz)	Soda Bottle		
Diet Mountain Dew (20oz)	Soda Bottle		
Diet Pepsi (20oz)	Soda Bottle		
Dole Lemonade (20oz)	Soda Bottle		
Dole Strawberry Lemonade (20oz)	Soda Bottle		
Dr Pepper (20oz)	Soda Bottle		
Fanta Grape (20oz)	Soda Bottle		
Fanta Orange (20oz)	Soda Bottle		
Fanta Strawberry (20oz)	Soda Bottle		
Gatorade Cool Blue (20oz)	Soda Bottle		
Gatorade Fruit Punch (20oz)	Soda Bottle		
Jarritos Mandarin (18.6oz)	Soda Bottle		
Jarritos Sidral Mundet Apple (18.6oz)	Soda Bottle		
Kirkland Signature Purified Water (16.9oz)	Soda Bottle	x	
Lipton Brisk Lemon Iced Tea (20oz)	Soda Bottle		
Lipton Diet Green Tea with Citrus (20oz)	Soda Bottle		
Lipton Green Tea with Citrus (20oz)	Soda Bottle		
Lipton Peach Iced Tea (20oz)	Soda Bottle		
Minute Maid Lemonade (20oz)	Soda Bottle		
Minute Maid Pink Lemonade (20oz)	Soda Bottle		
Mountain Dew (20oz)	Soda Bottle		
Pepsi (20oz)	Soda Bottle		
Pepsi Zero Sugar (20oz)	Soda Bottle		
Pibb Xtra (20oz)	Soda Bottle		
Sprite (20oz)	Soda Bottle		
Sprite Zero Sugar (20oz)	Soda Bottle		
Sunkist Orange Soda (20oz)	Soda Bottle		
Aquafina (20oz)	Water	x	
Dasani Water (20oz)	Water	x	
Deja Blue Water (20oz)	Water	x	
Glaceau Smart Water (20oz)	Water	x	x
Icelandic Glacial Water (16.9oz)	Water	x	x
Life Wtr Purified Water ph Balance (20oz)	Water	x	x
RightWater Spring Water (16.9oz)	Water	x	
7-Up (12oz)	Soda Can		
A&W Cream Soda (12oz)	Soda Can		
A&W Root Beer Can (12oz)	Soda Can		
Big Red Soda Can (12oz)	Soda Can		

Bubly Limebubly Sparkling Water (12oz)	Soda Can	x	
Canada Dry Ginger Ale Can (12oz)	Soda Can	x	
Coca-Cola Classic (12oz)	Soda Can		
Coca-Cola Zero Sugar Can (12oz)	Soda Can		
Diet Coke Can (12oz)	Soda Can		
Diet Dr Pepper (12oz)	Soda Can		
Diet Mountain Dew (12oz)	Soda Can		
Diet Pepsi Can (12oz)	Soda Can		
Dr Pepper Can (12oz)	Soda Can		
Fanta Grape (12oz)	Soda Can		
Fanta Orange (12oz)	Soda Can		
Fanta Strawberry (12oz)	Soda Can		
HEB Cola (12oz)	Soda Can		
HEB Dr B (12oz)	Soda Can		
HEB Orange Burst (12oz)	Soda Can		
HEB Twist (12oz)	Soda Can		
LaCroix Natural Sparkling Water Can (12oz)	Soda Can	x	x
Lipton Brisk Lemon Iced Tea (12oz)	Soda Can		
Mountain Dew Can (12oz)	Soda Can		
Pepsi Can (12oz)	Soda Can		
Sprite (12oz)	Soda Can		
Sunkist Orange Can (12oz)	Soda Can		

Market Services

avenue

Self-checkout markets provide a variety of technology options, including mobile, kiosk and more. Safety features include:

- Security cameras to monitor shrinkage
- Temperature monitoring to ensure food quality
- Notification alerts if kiosk is offline for 10 minutes

SELF-CHECKOUT MARKETS

We take an active role in providing the experience, service, equipment and products your guests need 24/7 – including a stress-free, productive environment.

Breakfast

Salads

Sandwiches

Snacks



Lite Market

This space-friendly design fits just about anywhere, offering 75-100 items including single-serve snacks and beverages and a mobile scan-and-go payment option.

Safety is our standard. Cameras allow us to monitor your markets to protect your patrons and products, including spotting and hindering food tampering and preventing theft.

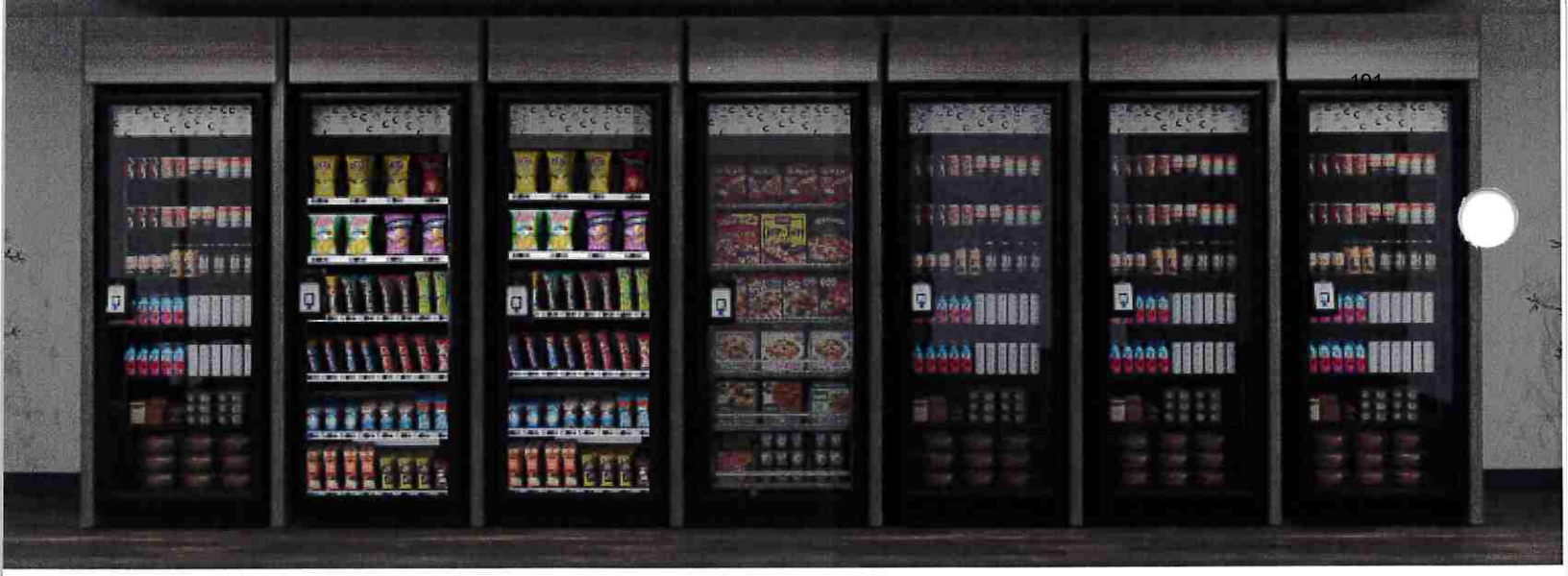


Payment Options

PICO SCAN AND GO

- Ideal in small spaces or where an additional point of purchase is needed to reduce wait times
- Credit or mobile payment options
- Shopper accounts and loyalty perks
- Easily integrated into our connected campus





Intuitivo Solution

A simple, fast and seamless shopping experience!

No scanning, no lines, no self-checkout. Our AI captures each interaction and charges accordingly.

Intuitivo builds artificial intelligence for millions of autonomous points of purchase (A-POP), creating a tech ecosystem that drives retail innovation. Using AI, computer vision and simple hardware, Intuitivo turns any cooler or cabinet into an A-POP, offering a fast and intuitive shopping experience.

FEATURES:

- Second sight AI
- IoT (Internet of Things)
- Digital wallet
- Insights dashboard
- API
- Operator app
- Built-in/Retrofitted camera systems
- Advanced embedded vision system

CONNECTIVITY OPTIONS:

- Wi-Fi/Ethernet
- 4G/5G modem
- 5G private network

How it works

1. BROWSE MENU

View inventory and item information on the screen. Press Start Purchase to begin.

2. PRESENT PAYMENT

Tap, swipe, or insert payment to unlock. We accept all mobile pay and wallet options.

3. START SHOPPING

Grab what you want and enjoy!



Click or scan to learn more about Intuitivo.

Coffee and Break Room Services

We provide you with everything you need to create the best break room experience

- Craft, artisan and local coffee
- Loose-leaf and bagged tea
- Creamers and sweeteners
- Trending snacks, favorites and grab-and-go foods
- Bottled water, cold brew, tea and more
- Paper plates, napkins and utensils, including eco-friendly options
- Cleaning supplies and first-aid needs

COFFEE AND TEA

Canteen offers a vast portfolio of artisan roasters and local favorite coffees and teas, including national brands.

AT YOUR SERVICE, WITH THESE OPTIONS:

- Full-service
- Pantry
- National and regional services
- Ship to service

Let's Get Brewing

- Commercial coffee brewers
- Single-cup coffee makers
- Espresso machines
- Bean-to-cup coffee machines
- Ice makers and dispensers
- Coffee pots and airpots





CUSTOMIZING YOUR CUP OF COFFEE

Why single-cup? Everyone can enjoy their favorite blend. Why bean-to-cup? Several grind-and-brew selections including latte and cappuccino options. We bring the coffee shop experience to your workplace.

HOW ABOUT SOME WATER?



ecostream

EcoStream system connects directly to your plumbing and features:

- LED filter system, ensuring pure water and timely filter changes
- Built-in leak detection for facility safety
- Energy Star and TUV certifications
- In-tank sanitization and antimicrobial coating, ensuring safe and clean water

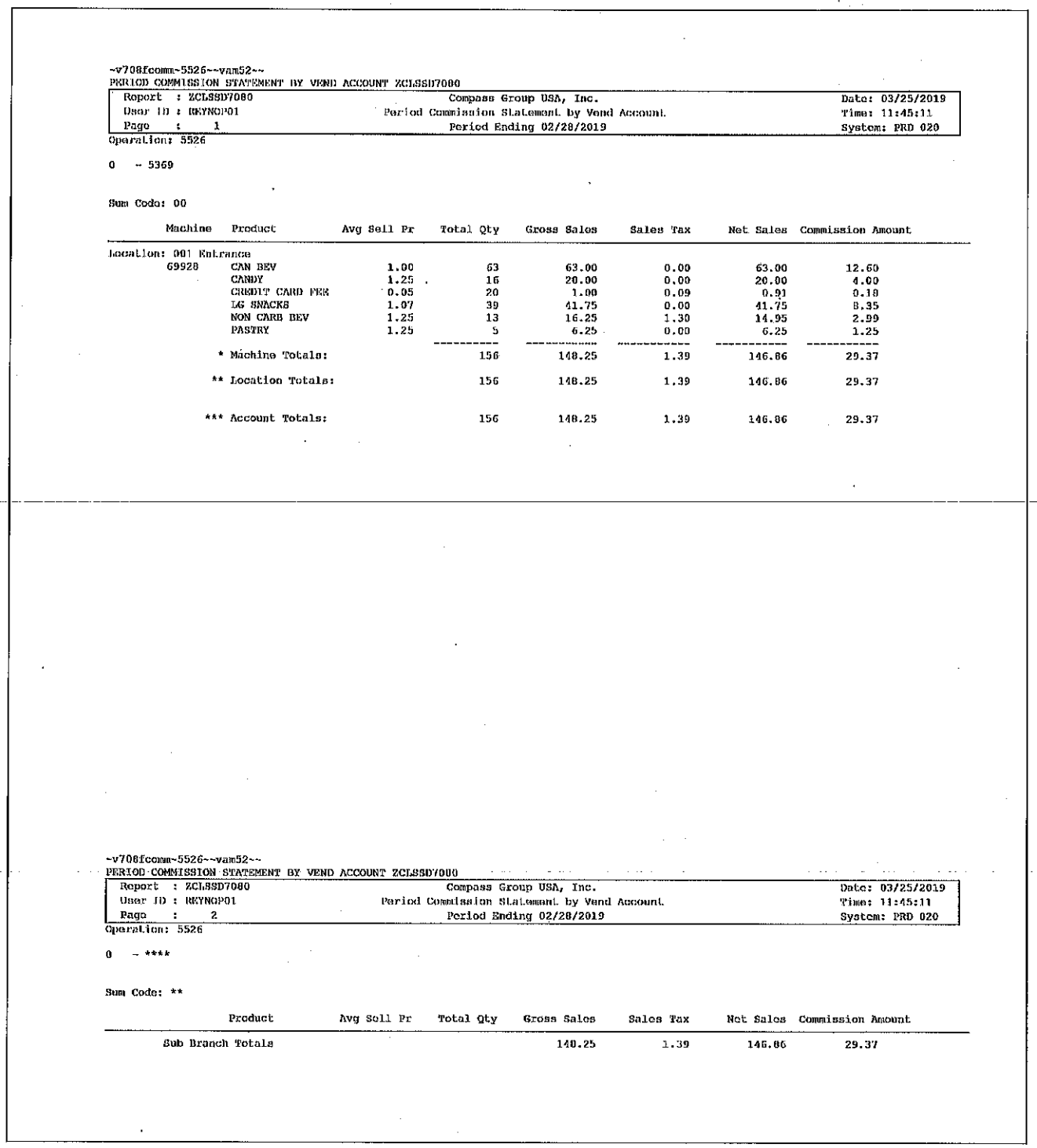


bevi®

Personalization is the name of the game with Bevi 2.0. Choose still or sparkling, pick a temperature, mix flavors and top your drink off with an enhancement to create your favorite water.

Commission Statement

In most instances, sales increase because of several factors: the introduction of new product lines, a variety of beverages, large-size snack options and greater convenience and dependability. You can expect your return will also increase proportionately. At the close of each accounting period, Canteen will submit to you a computerized report indicating the sales generated from the service operation. Included with the report will be a commission check calculated on a percentage of those sales.



~v708fcomm~5526~~vam52~~
PERIOD COMMISSION STATEMENT BY VEND ACCOUNT ZCLSSD7080

Report : ZCLSSD7080	Compass Group USA, Inc.	Date: 03/25/2019
User ID : REYNOP01	Period Commission Statement by Vend Account.	Time: 11:45:11
Page : 1	Period Ending 02/28/2019	System: PRD 020

Operation: 5526

0 - 5369

Sum Code: 00

Machine	Product	Avg Sell Pr	Total Qty	Gross Sales	Sales Tax	Net Sales	Commission Amount
Location: 001 Entrance							
69928	CAN BEV	1.00	63	63.00	0.00	63.00	12.60
	CANDY	1.25	16	20.00	0.00	20.00	4.00
	CREDIT CARD FEE	0.05	20	1.00	0.09	0.91	0.18
	LG SNACKS	1.07	39	41.75	0.00	41.75	8.35
	NON CARB BEV	1.25	13	16.25	1.30	14.95	2.99
	PASTRY	1.25	5	6.25	0.00	6.25	1.25
	* Machine Totals:		156	148.25	1.39	146.86	29.37
	** Location Totals:		156	148.25	1.39	146.86	29.37
	*** Account Totals:		156	148.25	1.39	146.86	29.37

~v708fcomm~5526~~vam52~~
PERIOD COMMISSION STATEMENT BY VEND ACCOUNT ZCLSSD7080

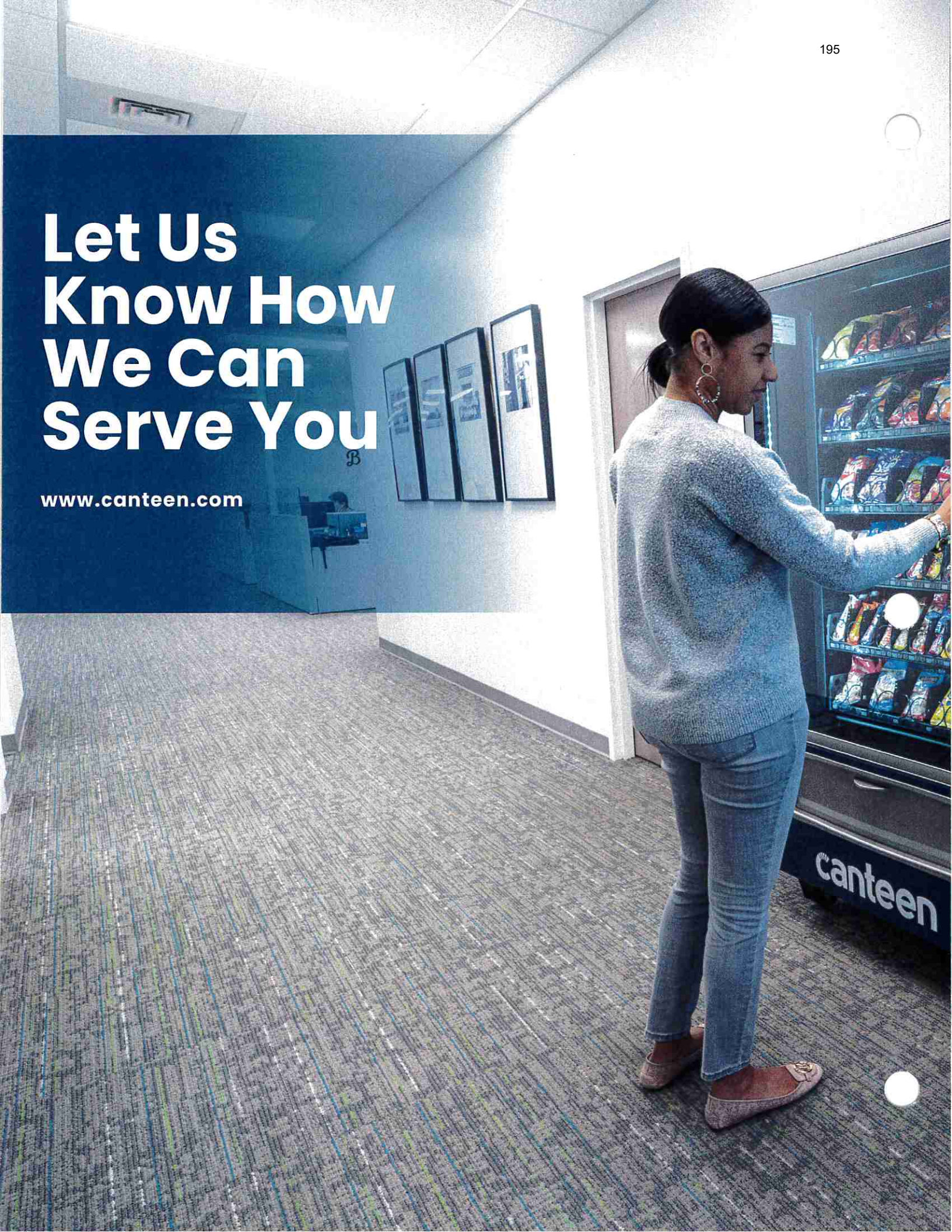
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User ID : REYNOP01	Period Commission Statement by Vend Account.	Time: 11:45:11
Page : 2	Period Ending 02/28/2019	System: PRD 020

Operation: 5526

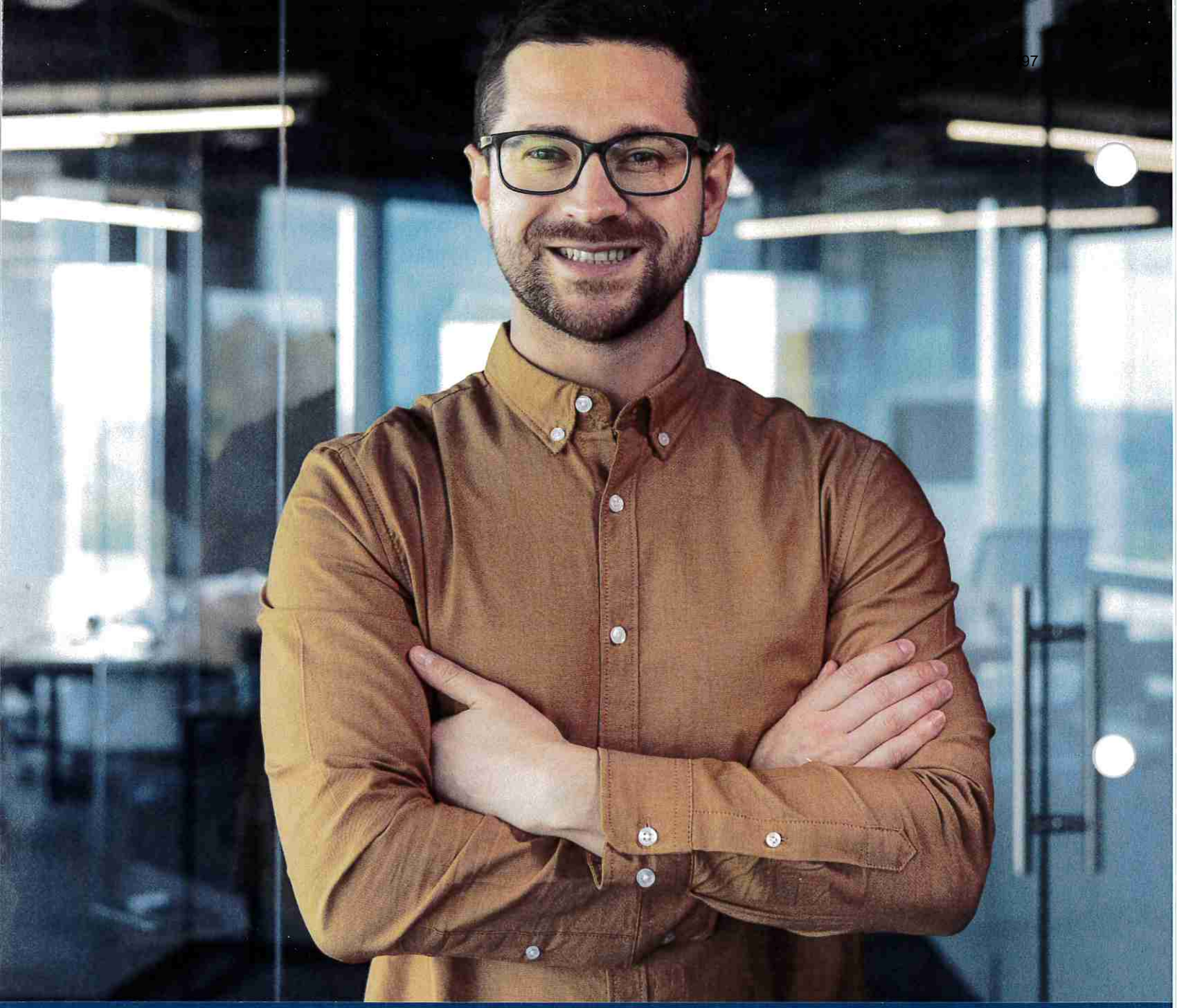
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Sum Code: **

Product	Avg Sell Pr	Total Qty	Gross Sales	Sales Tax	Net Sales	Commission Amount
Sub Branch Totals			148.25	1.39	146.86	29.37


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7 8 9
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1350 Lindbergh Drive
Beaumont, TX 77707
409-892-2992
www.chapmanvending.com

January 5, 2026

Jefferson County Purchasing Department,

My name is Shane Chapman and I am the owner of Chapman Vending. I appreciate the opportunity to submit the attached Bid Number IFB 25-054/CG on behalf of Chapman Vending.

Chapman Vending is homegrown in the truest sense of the word—I founded the company in 2006 out of my garage in Beaumont while working as a firefighter for neighboring Orange County. Over the last 20 years, while we have outgrown the garage, we have stayed true to our local roots. All of our employees and I are residents of Jefferson County, meaning all of our profits stay right here in Jefferson County.

Our number one priority is providing excellent products and service in the most cost-effective manner for our customers, for which we have a proven record of success. At Chapman Vending, we put our customers first. Information regarding our products, machines, and pricing is attached as Exhibits A and B to the bid. Should you require any additional information, please do not hesitate to contact me directly. My personal contact information is below:

Email: shane@chapmanvending.com
Telephone (direct): 409-781-6954

I look forward to hearing from you and to the opportunity to serve Jefferson County.

Sincerely,

Shane Chapman

Owner, Chapman Vending.

Chapman VENDING

OVER 20 YEARS IN VENDING
LOCALLY OWNED





JEFFERSON COUNTY PURCHASING DEPARTMENT
Deborah L. Clark, Purchasing Agent

1149 Pearl Street
1st Floor, Beaumont, TX 77701

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

LEGAL NOTICE
Advertisement for Invitation for Bids

December 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

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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 Chapman Vending 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.

Shane Chapman

Signature of Contractor's Authorized Official

Shane Chapman, Owner

Name and Title of Contractor's Authorized Official

January 5, 2026

Date

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

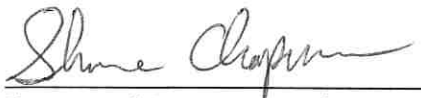
DEBARMENT/SUSPENSION CERTIFICATION

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 Chapman Vending 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

Shane Chapman

Name and Title of Contractor's Authorized Official

January 5, 2026

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.

Shane Chapman

Signature of Contractor's Authorized Official

Shane Chapman

Name and Title of Contractor's Authorized Official

January 5, 2026

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, 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.

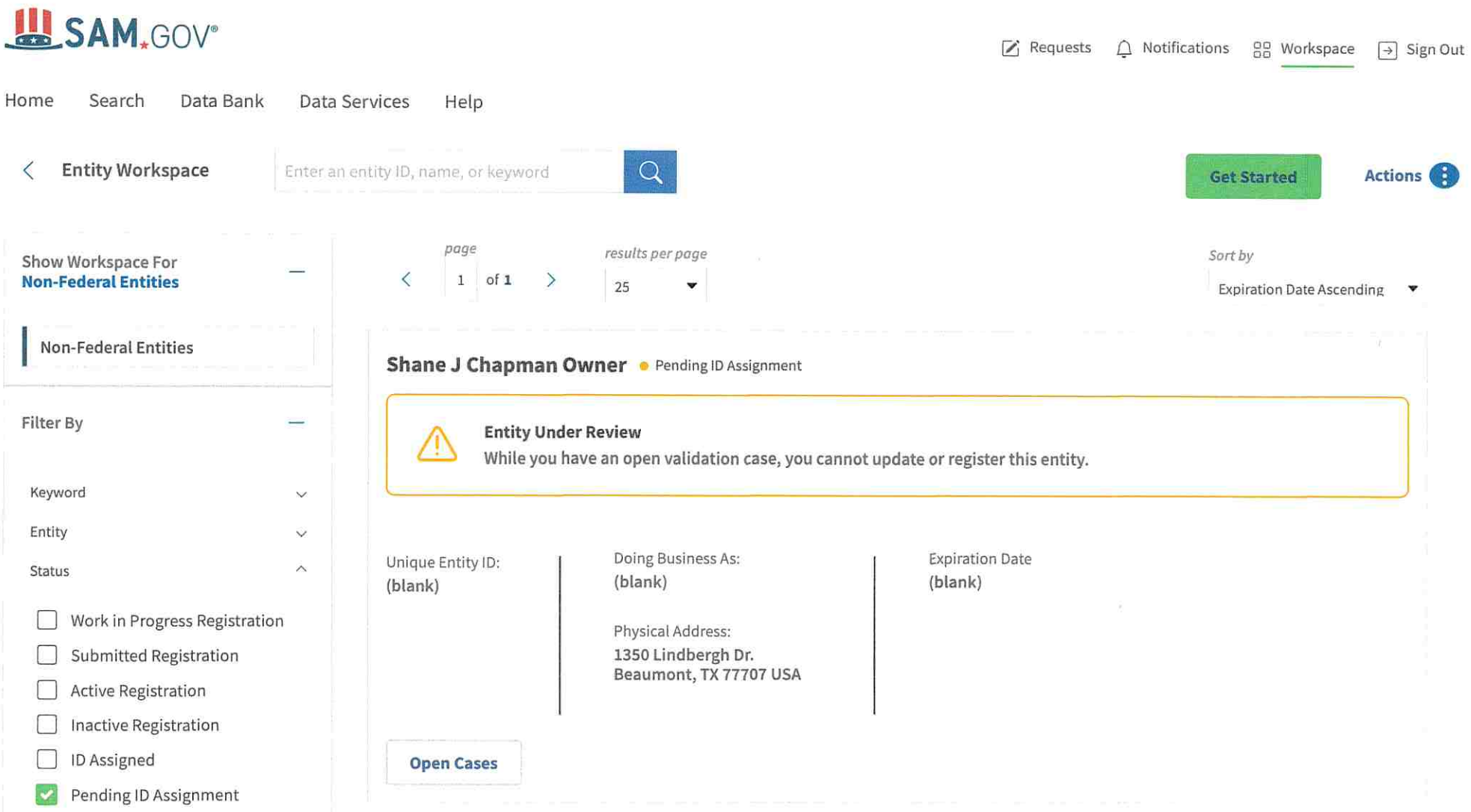
Questions may be emailed to Cindy Greene, Contract Specialist at: Cynthia.greene@jeffersoncountytx.gov. If no response in 72 hours, contact Deborah Clark, Purchasing Agent via email at: deb.clark@jeffersoncountytx.gov.
The Deadline for asking questions or requesting additional information (in writing)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

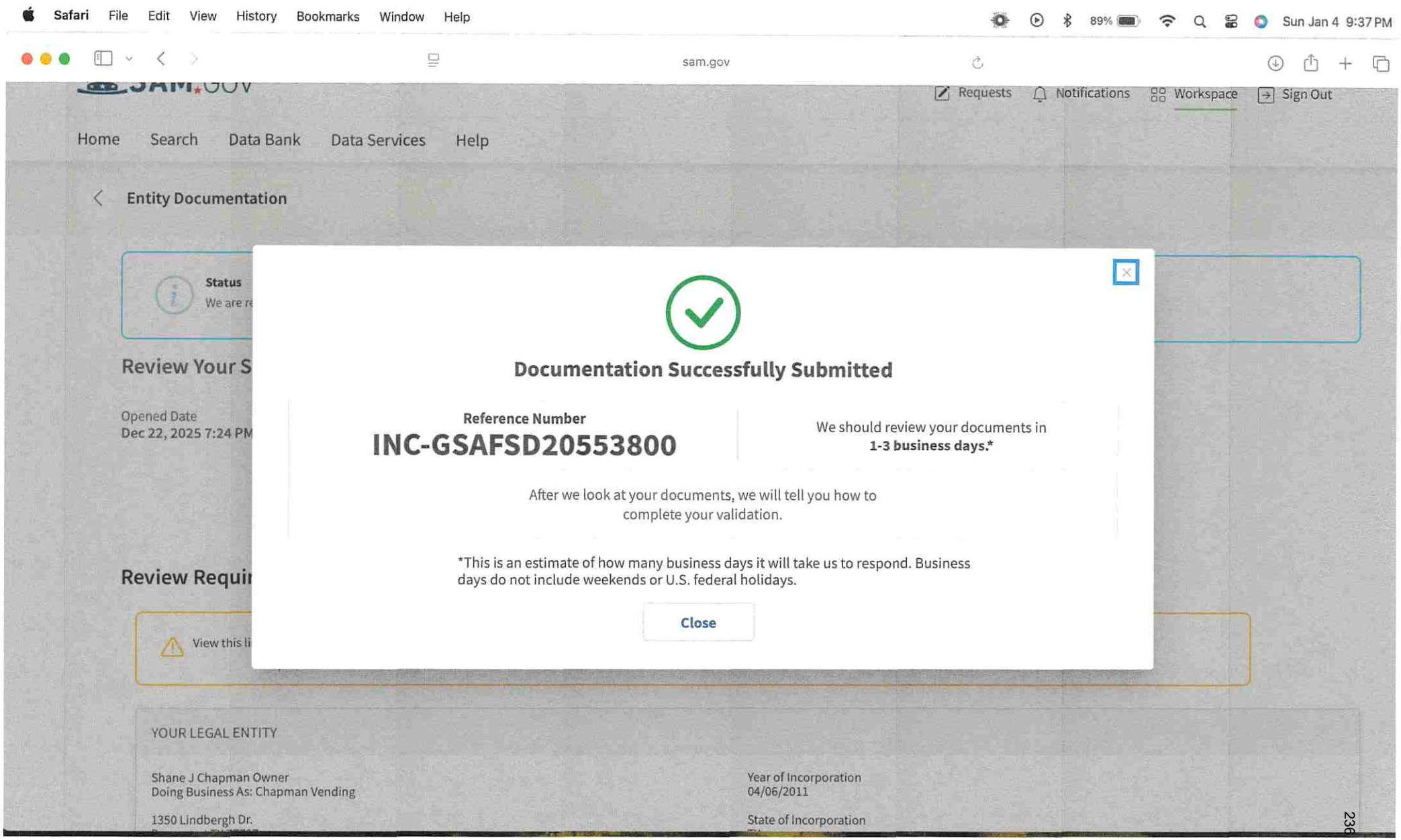
4. VENDOR REGISTRATION (System for Award Management).

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.

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


SAM.GOV
Requests
Notifications
Workspace
Sign Out
Home
Search
Data Bank
Data Services
Help
Entity Workspace
Enter an entity ID, name, or keyword
Get Started
Actions
Show Workspace For
Non-Federal Entities
page
1 of 1
results per page
25
Sort by
Expiration Date Ascending
Non-Federal Entities
Filter By
Keyword
Entity
Status
Work in Progress Registration
Submitted Registration
Active Registration
Inactive Registration
ID Assigned
Pending ID Assignment
Shane J Chapman Owner
Pending ID Assignment
Entity Under Review
While you have an open validation case, you cannot update or register this entity.
Unique Entity ID:
(blank)
Doing Business As:
(blank)
Physical Address:
1350 Lindbergh Dr.
Beaumont, TX 77707 USA
Expiration Date
(blank)
Open Cases


Safari File Edit View History Bookmarks Window Help
89%
Sun Jan 4 9:37 PM
sam.gov
Requests
Notifications
Workspace
Sign Out
Home
Search
Data Bank
Data Services
Help
Entity Documentation
Status
Review Your S
Opened Date
Dec 22, 2025 7:24 PM
Review Requi
View this li
Documentation Successfully Submitted
Reference Number
INC-GSAFSD20553800
We should review your documents in
1-3 business days.*
After we look at your documents, we will tell you how to complete your validation.
*This is an estimate of how many business days it will take us to respond. Business days do not include weekends or U.S. federal holidays.
Close
YOUR LEGAL ENTITY
Shane J Chapman Owner
Doing Business As: Chapman Vending
1350 Lindbergh Dr.
Year of Incorporation
04/06/2011
State of Incorporation

CERTIFICATE OF INTERESTED PARTIES

237
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:
2026-1404389

Date Filed:
01/04/2026

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Chapman Vending
Beaumont, TX United States

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

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 25-054/CG
Term Contract for Snack and Drink Vending for Jefferson County

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Vinson, Nick	Beaumont, TX United States		X
Olsen, Kent	Beaumont, TX United States		X
Chapman, Shane	Beaumont, TX United States	X	
Scruggs, Darlene	Beaumont, TX United States		X
Herrick, James	Beaumont, TX United States		X
Wyatt, Jacob	Beaumont, TX United States		X

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is Shane Chapman, and my date of birth is 6-21-1980.

My address is 20 Estates of Montclaire, Beaumont, TX, 77706, US.
(city) (state) (zip code) (country)

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

Executed in Jefferson County, State of Texas, on the 5th day of January 2026.
(month) (year)

Shane Chapman
Signature of authorized agent of contracting business entity
(Declarant)

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

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.

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 LIABILITY INSURANCE

DATE (MM/DD/YYYY) 244 12/18/2025

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: Bordman Book	
DelaFuente Ins Srvcs 2, Inc 1307 Wyoming Ave El Paso TX 79902	PHONE (A/C, No, Ext): 9154442700	FAX (A/C, No):
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Hartford Insurance	
INSURED Shane Chapman Enterprises LLC 1350 Lindbergh Dr Beaumont TX 77707	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** SHAN25121822341741 **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:	N	N	61SBABI8464	6/20/2025	6/20/2026	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	$
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] (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	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

DARS-DBS PROCUREMENT SERVICES
4800 North Lamar Boulevard
Austin TX 78756

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 12/19/2025

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: FrankCrum Certificate Department	
FrankCrum Insurance Agency, Inc. 100 South Missouri Avenue Clearwater, FL 33756	PHONE (A/C, No, Ext): (727) 799-1229	FAX (A/C, No):
	E-MAIL ADDRESS: certs@frankcrum.com	
	INSURER(S) AFFORDING COVERAGE	NAIC#
	INSURER A: Frank Winston Crum Insurance Company	11600
INSURED	INSURER B:	
	INSURER C:	
FrankCrum L/C/F Shane Chapman Enterprises LLC 100 South Missouri Avenue Clearwater, FL 33756	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES CERTIFICATE NUMBER: 1442564 REVISION NUMBER: 2

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 INSRD	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 ☐ PROJECT ☐ LOC						PRODUCTS-COMP/OP AGG	$
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ (Mandatory in NH)	N/A		WC202600000	01/01/2026	01/01/2027	X PER STATUTE ☐ OTH-ER	
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. EACH ACCIDENT	$1,000,000
							E.L. DISEASE-EA EMPLOYEE	$1,000,000
							E.L. DISEASE-POLICY LIMIT	$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Effective 10/25/2021, coverage is for 100% of the employees of FrankCrum leased to Shane Chapman Enterprises LLC (Client) for whom the client is reporting hours to FrankCrum. Coverage is not extended to statutory employees.

CERTIFICATE HOLDER

Shane Chapman Enterprises, LLC
1350 Lindbergh Drive
Beaumont, TX 77707

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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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: Chapman Vending

Bidder's TAX ID Number: 20-5718968

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

Contact Person: Shane Chapman **Title:** Owner

Phone Number (with area code): 409-781-6954

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

Fax Number (with area code): 4098922317

Email Address: shane@chapmanvending.com

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

1350 Lindbergh Drive
Address
Beaumont, Texas 77707
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.

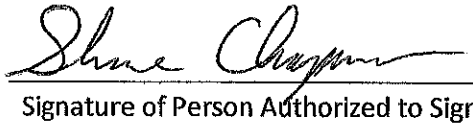
We acknowledge receipt of the following amendment(s): _____, _____, _____, _____.

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

Chapman Vending
Company Name

1350 Lindbergh Drive
Address

Beaumont | Texas | 77707
City | State | Zip



Signature of Person Authorized to Sign

Shane Chapman
Printed Name

Owner
Title

For clarification of this offer, contact:

Shane Chapman, Owner
Name & Title

4097816954
Phone | Fax

shane@chapmanvending.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: 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.

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 25-054/CG**

IFB TITLE: **Term Contract for Snack and Drink vending for Jefferson County**

IFB DUE BY: **11:00 am CST, Wednesday, January 7, 2026**

ADDENDUM NO.: **1**

ISSUED (DATE): **December 15, 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:

James Crane / [signature]
Witness

Calvin Peters / [signature]
Witness

Approved by SC Date: 1-5-26

Shane Chapman / Shane Chapman
Authorized Signature (Respondent)

owner
Title of Person Signing Above

Chapman Vending
Typed Name of Business or Individual

1350 Lindbergh Dr. Beaumont TX 77707
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:** Please provide the names and titles of all members on the Evaluation Committee.
   Answer: This is an IFB. There is not an Evaluation Committee.

2. **Question:** Reporting: 2024 and 2025 Sales By Machine; 2025 Top selling items?
   Answer: This information is unavailable and would need to be provided by the current vendor at their discretion.

3. **Question:** What percentage of your current snack contract is serviced by HUB?
   Answer: None

4. **Question:** Equipment: Age of current vending machines? Are there any concerns regarding building access, parking locations or the requirement to utilize stairs to install and service the vending machines? What is the preferred timeline to have all machines installed after the notice of award is received?
   Answer: The age varies. There are no known concerns for access or parking. See page 45 for Installation requirements.

5. **Question:** How are the financial incentive dollars utilized today? What programs would you like to support in 2026?
   Answer: Proceeds go to the County General Fund for Operating Expenses of the County. You can support whatever programs you want as this is not a requirement of this IFB.

6. **Question:** Please describe the current processes for: Issuing refunds; Internal controls for collecting and accounting for cash transactions; Recording, verifying and reporting sales from all methods of payment; Product inventory control?
   Answer: The process for issuing refunds will be mutually agreed upon with selected vendor. The vendor is responsible for keeping and maintaining records which can be audited by the County as noted under Audits on page 44.

7. **Question:** How important is it for Jefferson County to partner with a vendor who has an established office in the area & a proven history serving our community? How critical is it to have a partner with a defined emergency response plan to help ensure the health & safety of your employees?
   Answer: Requirements and specifications for this project can be found in Section 4 on page 43.

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**
Drink	20oz Bottle Coca-Cola Brands	2.50	10%
Drink	20oz Bottle of Pepsi Brands	2.50	10%
Drink	20oz Bottle of Dr. Pepper	2.50	10%
Drink	12oz Can of Coca-Cola Brands	1.25	10%
Drink	12oz Can of Pepsi Brands	1.25	10%
Drink	12oz Can of Dr. Pepper Brands	1.25	10%
Drink	20oz Bottle of Water	2.50	10%
Drink	16oz Can of Energy Drink	3.75	10%
Chips	Frito-Lay, Large size	1.75	10%
Candy	Mars Brands	2.00	10%
Candy	Hershey Brands	2.00	10%
Pastries	Hostess/All Brands	2.00	10%
Food	see Exhibit B	see Exhibit B	4%
Micro-market products	see Exhibit B	see Exhibit B	4%

Section 2.

Vendor guarantees a minimum annual guarantee of $ 4,000 in commission **per year on all products.**

BIDDER ACKNOWLEDGEMENT OF BID ADDENDA (IF APPLICABLE):

Addendum 1 SC Date Received 12-18-25

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: ExxonMobil

Address: 1795 Burt Street, Beaumont, Texas

Contact Person and Title: Ron Parker

Phone: 409-239-8055 Fax:

Email Address: Ronald.A.Parker@exxonmobil.com Contract Period: 2019-present

Scope of Work: Vending and coffee services

REFERENCE TWO

Government/Company Name: Federal Bureau of Prisons

Address: 5830 Knauth Road, Beaumont, Texas 77705

Contact Person and Title: Charolette Robinson

Phone: 4097278187 Fax:

Email Address: Charolette.Robinson@usdoj.gov Contract Period: 2014-present

Scope of Work: Vending services

REFERENCE THREE

Government/Company Name: Motiva Enterprises

Address: 2555 Savannah Ave, Port Arthur, Texas 77640

Contact Person and Title: Andy LaHaye

Phone: 713-820-5217 Fax:

Email Address: andy.lahaye@motiva.com Contract Period: 2021-present

Scope of Work: coffee 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** [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.

Chapman Vending	
Bidder (Entity Name)	Signature
1350 Lindbergh Drive	Shane Chapman
Street & Mailing Address	Print Name
Beaumont, Texas 77707	January 5, 2026
City, State & Zip	Date Signed
4097816954	4098922317
Telephone Number	Fax Number
shane@chapmanvending.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

Shane Chapman, Owner

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

January 5, 2026

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.**

not applicable

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.

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.

Shane Chapman
Printed Name of Authorized Representative

Shane Chapman
Signature

Owner
Title

January 5, 2026
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

PAGE 4 OF 4

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

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

Name (print or type): Shane Chapman

Title: Owner

Signature: Shane Chapman

Date: 1-5-26

E-mail address: Shane@chapmanvending.com

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

Name (print or type): Shane Chapman

Title: Owner

Date: 1-5-26

E-mail address: Shane@Chapmanvending.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 Chapman Vending [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.):	20-5718968
Company Name submitting bid/proposal:	Chapman Vending
Mailing address:	1350 Lindbergh Drive
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**
249681	1350 Lindbergh Drive, Beaumont, TX 77707
66084	20 Estates of Montclaire, Beaumont, TX 77706

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

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

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

HOUSE BILL 89 VERIFICATION

I, Shane Chapman, the undersigned representative of (company or business name) Chapman Vending (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.

Shane Chapman
Signature of Company Representative

January 5, 2026
Date

On this 5th day of January, 2026, personally appeared

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

Notary Seal

Theresa Madden
Notary Signature

THERESA MADDEN
Notary Public, State of Texas
Comm. Expires 08-29-2029
Notary ID 4616990

January 5, 2026
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 Texas COUNTY OF Jefferson

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

on this day personally appeared Shane Chapman (name), who

after being by me duly sworn, did depose and say:

"I, Shane Chapman (name) am a duly authorized officer of/agent

for Chapman Vending (name of firm) and have been duly authorized to execute the

foregoing on behalf of the said Chapman Vending (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: Chapman Vending, 1350 Lindbergh Drive, Beaumont, TX 77707

Fax: 4098922317 Telephone# 4097816954

by: Shane Chapman (print name) Title: Owner

Signature: Shane Chapman

SUBSCRIBED AND SWORN to before me by the above-named

Shane Chapman on

this the 5th day of January, 2025.

Theresa Madden

Notary Public in and for

the State of Texas

THERESA MADDEN
Notary Public, State of Texas
Comm. Expires 08-29-2029
Notary ID 4616990

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

Exhibit A

Brochures of equipment

- Micro markets options
- High volume vending equipment
- Low volume vending equipment

January 5, 2026

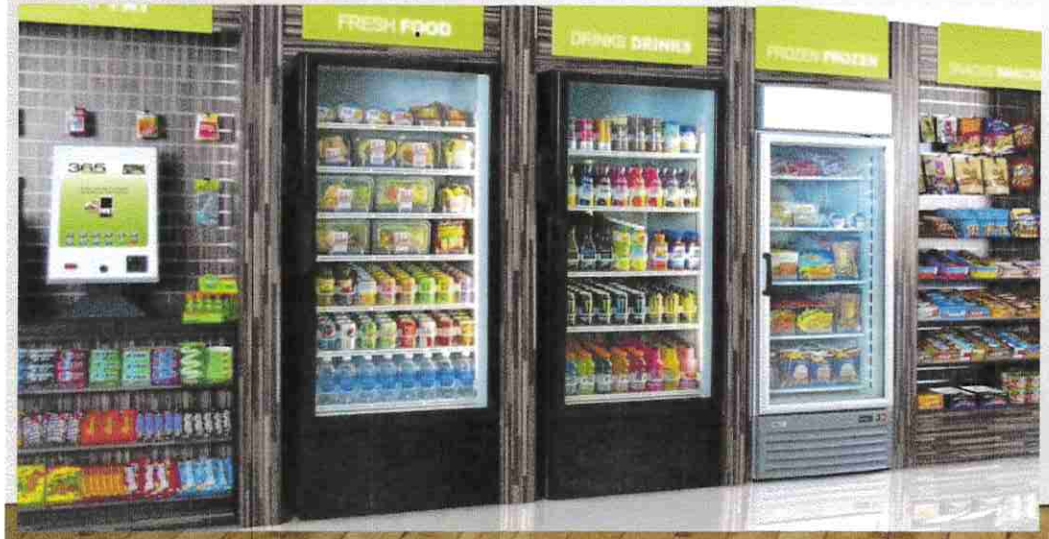
Shane Chapman 

Everything you Need Made Simpler

Micro markets are conveniently smart and easy for you and your people. Self-service technology and automated inventory management mean a well-stocked offering that keeps cravings and essentials in reach

The Perfect Fit - Anywhere

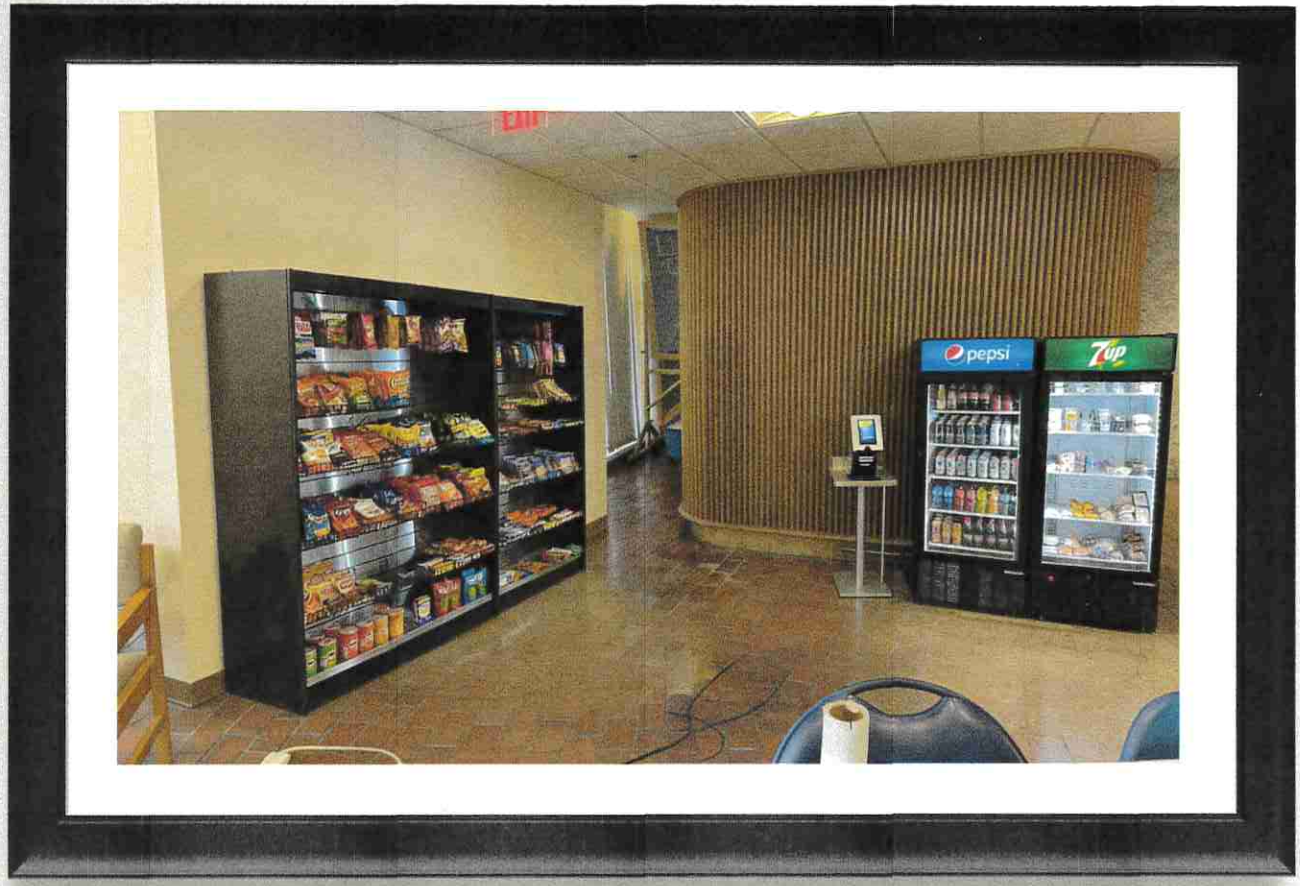
Our modular micro markets can be customized and configured to fit in any space. a compact corner, or a large breakroom layout.



Stright line layout



Corner layout



COURTHOUSE – JURY IMPANELING ROOM

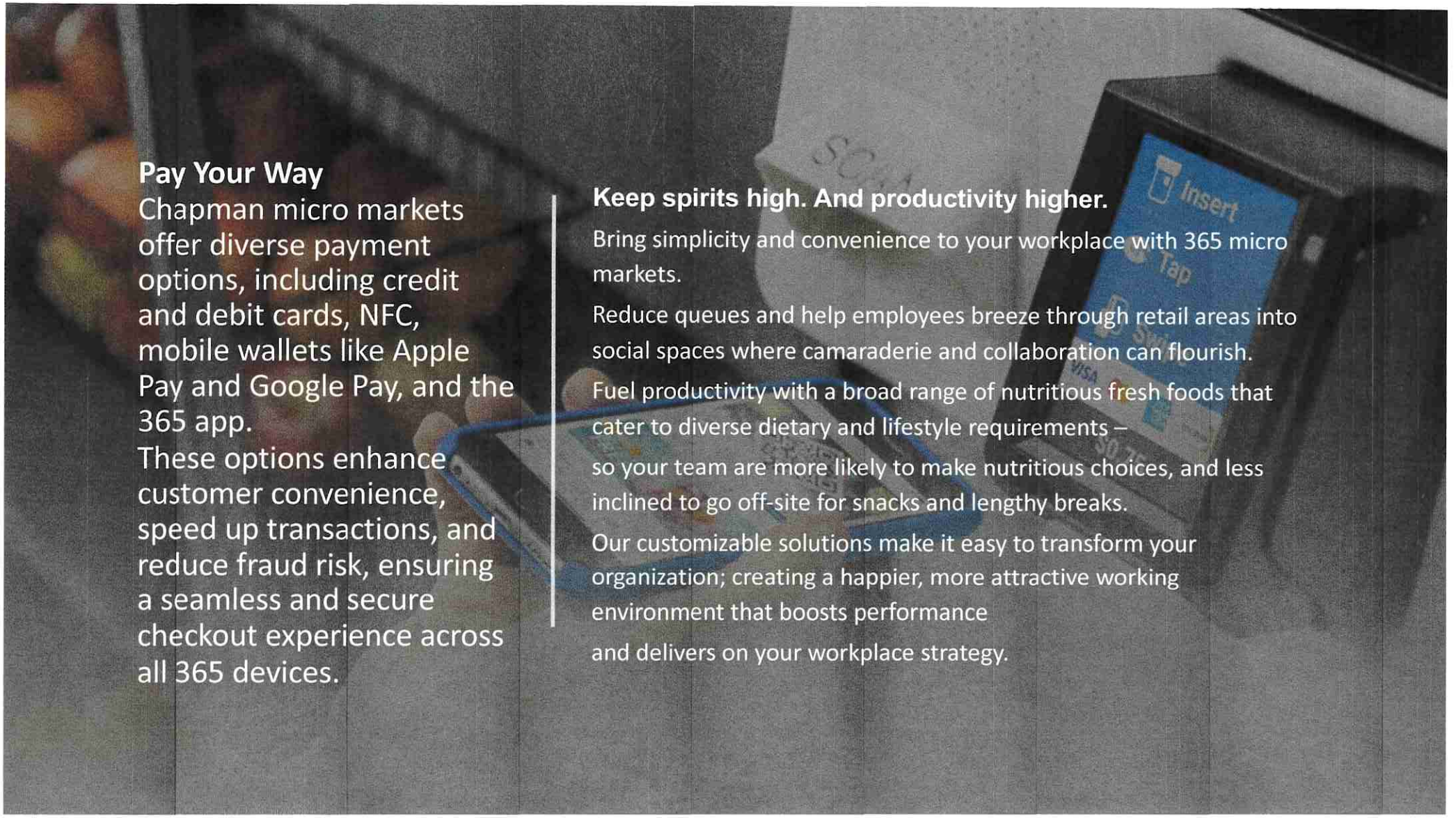
EXAMPLE OF LIVE MARKET WITH KIOSK STAND

AFFORDABLE FRESH FOOD

Keep Pace with Changing Demands
More people want healthier, nutritious choices.

*Full menu on last pages





Pay Your Way

Chapman micro markets offer diverse payment options, including credit and debit cards, NFC, mobile wallets like Apple Pay and Google Pay, and the 365 app.

These options enhance customer convenience, speed up transactions, and reduce fraud risk, ensuring a seamless and secure checkout experience across all 365 devices.

Keep spirits high. And productivity higher.

Bring simplicity and convenience to your workplace with 365 micro markets.

Reduce queues and help employees breeze through retail areas into social spaces where camaraderie and collaboration can flourish.

Fuel productivity with a broad range of nutritious fresh foods that cater to diverse dietary and lifestyle requirements –

so your team are more likely to make nutritious choices, and less inclined to go off-site for snacks and lengthy breaks.

Our customizable solutions make it easy to transform your organization; creating a happier, more attractive working environment that boosts performance

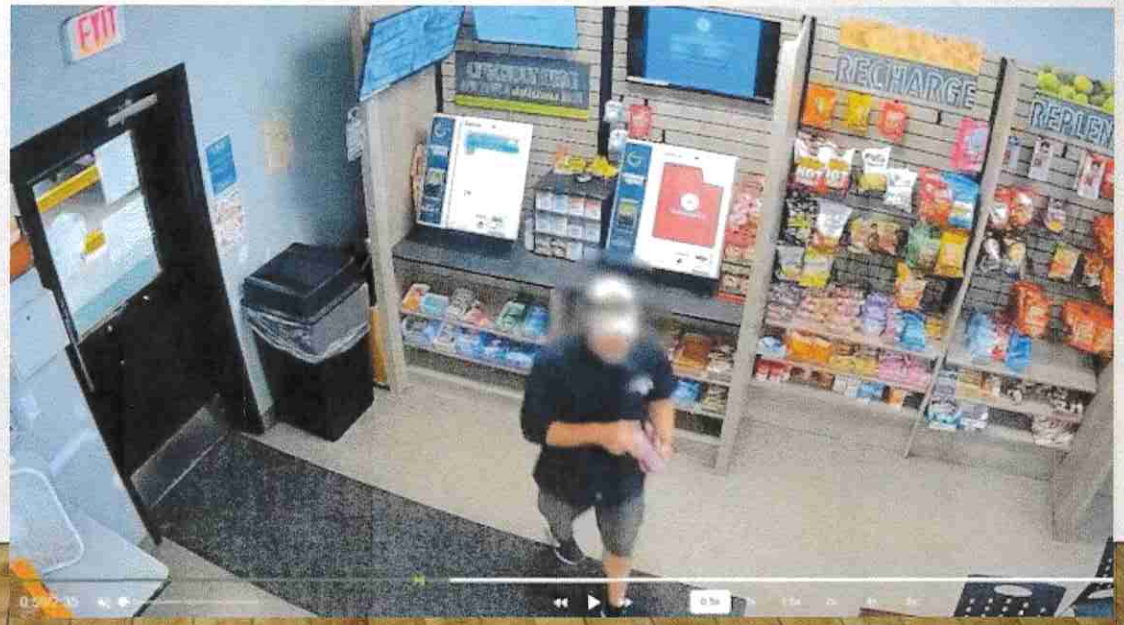
and delivers on your workplace strategy.

ON SITE CAMERA SECURITY

Security You Can Trust

The MM6 Kiosk features a built-in, high-resolution camera with an ultra-wide 185-degree view to deter theft and provide clear images for back-office review. Additionally, internal speakers gently remind customers to return any cancelled items.





SMALL & LARGE KIOSKS OR DOOR MOUNTED







KIOSK BUILT IN DOOR

(TIGHT SPACES OR LOW VOLUME)





PicoCooler Vision with Ambient Cabinet Wide

Features

- Easily connect Ambient Cabinets to your existing PicoCooler Vision using patent-pending technology—enabling multiple units to share a single payment terminal and deliver a seamless, unified transaction experience
- Powered by advanced AI-driven product recognition, enhancing accuracy, deterring theft, and ensuring a frictionless grab-and-go experience
- (6) Spacious shelves that allow for diverse products and unrestricted view to items
  - 7" wider than SB Unit
- High security ambient cabinet that stays locked until cashless payment is pre-authorized
- High-capacity ambient storefront that can be deployed in high-traffic, transient locations
- Easy installation and streamlined form factor allow for rapid vending machine replacement



Ambient Specifications

Item	Description
Style	Full-height door
Cabinet color (interior/exterior)	Black/Black
Gross capacity (cubic feet/liters)	41.47 ft^3 / 1174 L
Height (in/cm)	78.75" / 200 cm
Width (in/cm)	37" / 94 cm
Depth, less handle (in/cm)	31.5" / 80 cm
Interior LED strips	2
Adjustable shelves	6
Bottom shelf	N/A
Casters	Yes
Electrical	12VDC, 18 watt (low voltage powered by tethered cabinet)
Net weight (lbs/kg)	325 lbs / 147.4 kg

Key Components

Item	Description
Processing unit	Industrial PC w/ 12 USB ports cutom-made for CV/AI applications
Cameras	USB 2.0 60Hz 2MP RGB camera

365 Retail Markets

PicoCooler Vision

Open the door to improved consumer convenience

Stock more products
Increase your product facings and quantities through a spacious, five-shelf refrigerated point of sale. Reduce stockouts while satisfying your busiest locations.

Secure new locations
Confidently sell in semi-public locations like hospitals, hotels, college campuses, and more. PicoCooler Vision restricts access until consumers present their preferred cashless payment method.

Provide frictionless checkout
As consumers make their selection, a combination of computer vision and artificial intelligence accurately charges for selected products. Make it easy to grab, go, and enjoy.

Optimize your merchandise
Mix and match bottled beverages alongside savory sandwiches and fresh salads to meet your locations' taste profiles. Unrestricted views of available products increase consumer confidence, while high-margin items increase your ticket size.



Tap, swipe or scan payment to open the PicoCooler Vision, select products and close the door to complete the transaction.

365 Retail Markets

PicoCooler Vision

Open the door to improved consumer convenience

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Tap, swipe or scan payment to open the PicoCooler Vision, select products and close the door to complete the transaction.

ALL Vending machines are
equipment with credit readers

- ✓ Tap
- ✓ Apple Pay
- ✓ Chip or swipe



Color Touchscreen
Cashless Payment System
Communicate with your Consumers
two languages can be displayed.
Voice Interaction
Secure Communications, 24/7 Connection
Anti-fraud thresholds
Remote refunds



Cloud-Base Technology

REAL TIME DATA

Parlevel's Vending Management System (VMS) collects machine data from cashless readers or telemeters to give you a detailed look into your operation. With remote access to machine data, you can use the VMS to make precise and informed decisions about your operation that positively influence your machines.

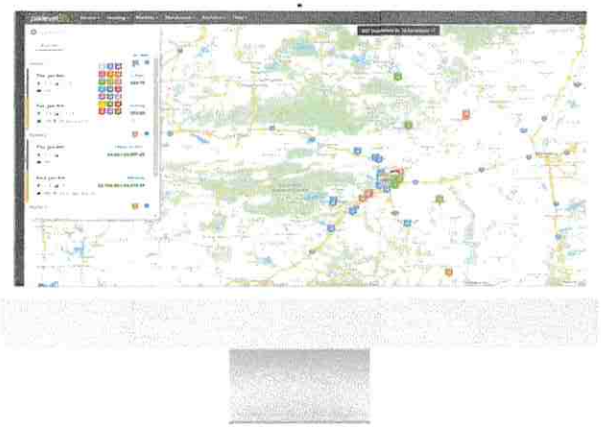


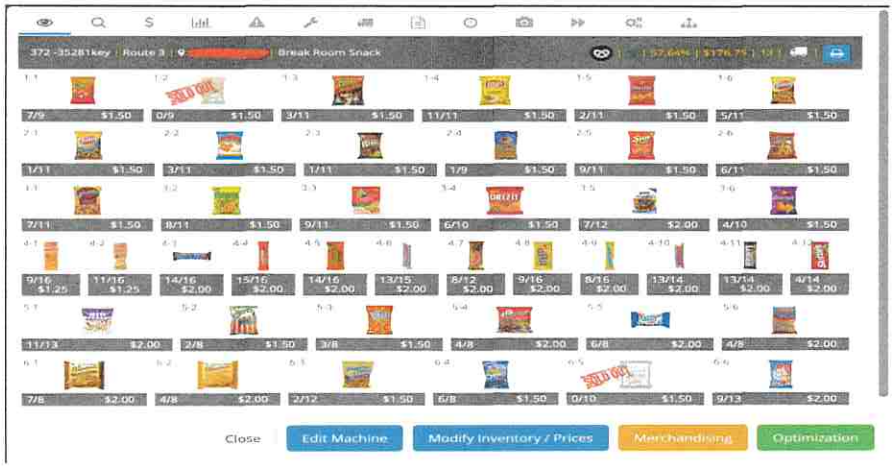
DYNAMIC ROUTING

Use our Vending Management System to plan your routes based on factors that are important to you like money to collect, sold outs, inventory levels, and more. The VMS will help you plan routes that make sense for your operation. With dynamic routing, you can save time and money by servicing your machines more efficiently.

MERCHANDISING & OPTIMIZATION

View product recommendations for each slot in each machine to stock products you know sell well.
Replace slow movers with high-demand products and watch your machine sales soar.
Effective product merchandising can increase machine sales and decrease product spoilage







Crane Merchant Ambient MEDIA2
Model 186/187

ELEVATE THE CONSUMER EXPERIENCE LIKE NEVER BEFORE

INTRODUCING THE REDESIGNED MERCHANT AMBIENT

Enabled for suggestive selling and digital advertising, the MEDIA2 screen on the CPI Merchant Ambient refrigerated vending machine lets you engage with consumers like never before. Merchant Ambient delivers:

Faster Performance

The unit combines unparalleled product delivery speed, reliability, and on-screen responsiveness.

Higher Engagement

A larger, 9-inch color touchscreen with full-motion video attracts consumers.

Increased Sales

Suggestive selling and digital advertising drives impulse buys and add-on sales.

Increase your revenue potential with Merchant Ambient



A2

THE FUTURE OF VENDING IS HERE

U-SELECT-IT USI

A Wittern Group Company

MERCATO 4000

Glass Front Snack Merchandiser

The Mercato 4000 glass front snack merchandiser incorporates all the proven features you expect in a new design and includes additions that increase the value for choosing USI.



Shown silver & black Advanced Ergonomic Styling and kick panel options.



- **Advanced styling & touch screen interface options**
- **Americans with Disabilities Act (ADA) ready**
- **Easy product reconfiguration**
- **Class leading energy saving features**
- **Full sales & accounting features**
- **Motor pairing capable**
- **iVend® guaranteed delivery**
- **Large LED lighted point of sale window**
- **Built-in security & quality construction**





MERCATO 4000
Glass Front Snack Merchandiser

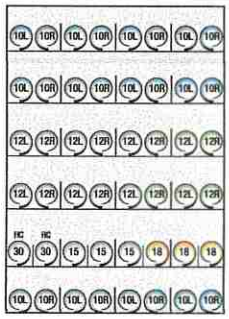


M4000
Shown with ADA door, silver door color & kick panel options.



M4000
Shown with ADA door, iCart touch screen & kick panel options.

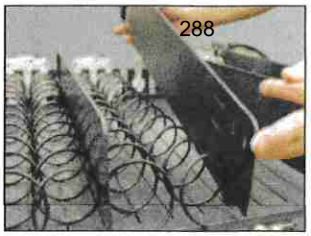
Sample Configuration



Features

- **Optional touch screen interface**
  - Built-in, full color 7" LCD screen replaces traditional keypad & display
- **Attractive styling bezel with large point of sale window**
- **Americans with Disabilities Act Ready**
- **Standard peripheral opening for additional payment or POS systems**
- **Standard lighted keypad with Braille identification**
- **MDB support for all industry standard devices including cash, coin, debit and credit systems**
- **DEX data output support**
- **Fully integrated controller with sales and accounting features:**
  - Price setting by selection, row or machine
  - Free vend and Combo vend modes
  - Flexible space to selection setting
  - Time of day discounting
  - Time of day shutdown modes for energy savings and controlled vend times
  - Programmable point of sale messages
  - Programmable coupon and token values
  - Coin and bill rejection rate counts
  - Accountability display by selection, row or machine
  - Talker device support for sight impaired (Talker not included)
- **Motor pairing capable**
- **Satellite food or drink capable**
- **2 year warranty** - contact USI for complete details

Adjustable Snack & Candy Selections
Configurable to almost any package size in the field with no need for tools.
Full selection (5-3/4"W)
3/4 selection (4-5/16"W)
Candy selection (2-7/8"W)



LED Lighting
Enhances product presentation promoting more sales. No bulb servicing for 5 years. Energy efficient and eco-friendly.



iCART
Optional iCart Touch Screen Interface
Enhances consumer purchase experience. Communicates purchase information & messages to consumer.



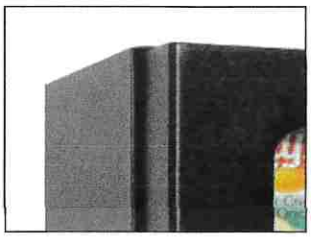
iVend Guaranteed Delivery System
Keeps customers satisfied and reduces service calls for misloaded product.



Optional Delivery Assist for Full ADA Compliance
Product is delivered at 15" via manual lift and actuated by product door entry.



Door-In-Cabinet Design
Adds security and rigidity to an already solid package.



Quality Construction
Fully welded seams and internal bracing make for a solid long-term investment.



Mercato 4000						
Selections	28 Standard; Configurable up to 53 items					
Standard Configuration	**375 Items (176 Snack / 159 Candy / 40 Pastry)**					
Selection Pricing	Individual from $0 to $655.35					
Payment Systems	All Industry standard MDB compatible devices					
Data Communication	DEX/UCS					
Electrical Requirements	Domestic: 115 VAC/60Hz, 1.2 AMPS International: 230 VAC/50Hz, 0.6 AMPS					
Dimensions	Height	72"(183 cm)	Width	35-5/32" (89 cm)	Depth	34-1/4" (87 cm)
Net Weight	*456 lbs. (206.8 kg) **Varies with tray configuration and options.*					
Standard Features	GVC2 Controller with Scrolling VF Display, LED Lighting, iVend® Delivery Sensor System, Back Lighted Braille Keypad, Motor Pairing Capable					
Options	Interface Styling Panel, iCart Touch Screen Interface, *inDEX* Tool, Delivery Assist, Dual Coil, Gum & Mint Coils, Additional Gum & Mint Tray, Custom Colors, Custom Graphics, Front Kick Panel, Lighted Delivery Box, Motor Pairing					

c UL us LISTED

NAMA LISTED

In order to bring you the best products possible, we continue to improve product design and performance and as such specifications are subject to change without notice. The manufacturer makes no warrantees or representations of compliance with any local, state, national or international requirements for the operation of the equipment in any application for which it is capable of being used beyond the UL and NAMA approvals listed on the product. Any purchaser is required to make an independent analysis of the fitness and legality of the product's usage before it is deployed and must continue to monitor the potential changing nature of compliance requirements. The manufacturer expressly disclaims responsibility for compliance with any laws and affirmatively requires any buyer to make an independent analysis of the fitness and legal basis of any use or application of the subject unit.

Distributed by:

MEGA VENDING.COM

MEGAvending
www.MEGAvending.com

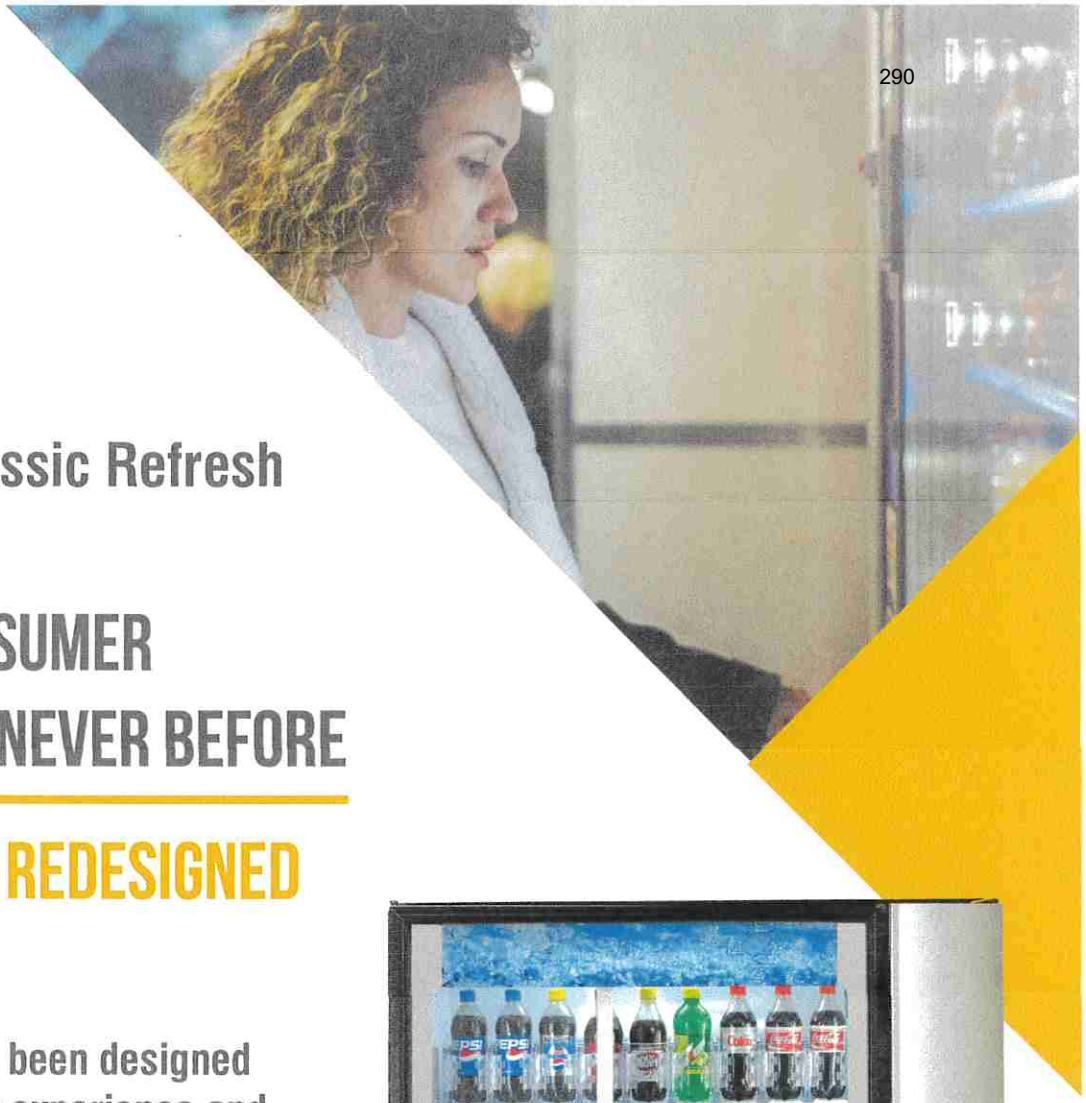
AP or USI Snack Machine

Refurbished *(low volume locations)*



Features

- Credit cards, iVend Delivery Sensor Technology
- Durable Rust Proof Powder Coat Finish
- Heavy Duty Welded Steel Construction
- Shatter Proof Viewing Window
- Vend Candy, Gum, Snacks, Chips, Pastries
- Satellite Vendor Capable
- Convertible & Adjustable Shelves
- Dependable Trouble Free Operation
- Illuminated Display to Maximize Sales
- Individual Motor Drives per Selection



Crane BevMax Classic Refresh Model 5800-4

ELEVATE THE CONSUMER EXPERIENCE LIKE NEVER BEFORE

INTRODUCING THE REDESIGNED BEVMAX CLASSIC

Only BevMax Classic has been designed to enhance the consumer experience and meet the operational needs of bottlers and vending operators.

- Same footprint as a standard stack unit
- Increased sales vs. stack units
- Easier to handle and transport
- Superior energy savings exceeds both Energy Star 4.0 standards with a green, environmentally friendly R290 refrigerant system
- One platform - two sizes - common parts
- Meets ADA and ANSI requirements



Increase your revenue potential with BevMax Classic

THE FUTURE OF VENDING IS HERE

RELIABILITY

The most reliable, dependable vending solution proven by independent 20,000 vend operating tests; 80,000 vend life-cycle tests and comprehensive field testing exceeding 238,000 vends.

VERSATILITY

Increase your sales and profitability by replacing an aging stack vender with a BevMax Classic. With a similar footprint as many stack machines, the BevMax Classic offers an alternative size for those accounts with space restrictions.

EFFICIENCY

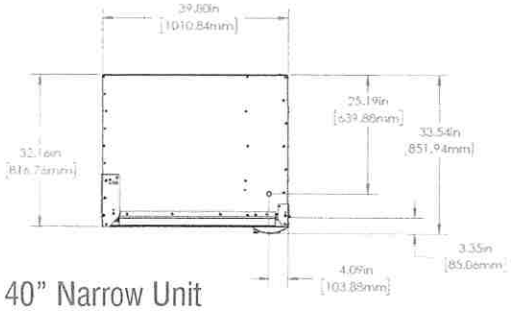
A "shimless" vend mechanism addresses costly labor and service concerns. Load any package in any position. Eliminate loading errors. Load fast with both hands. Bottles remain firmly in place (even if the machine is rocked).

SPEED

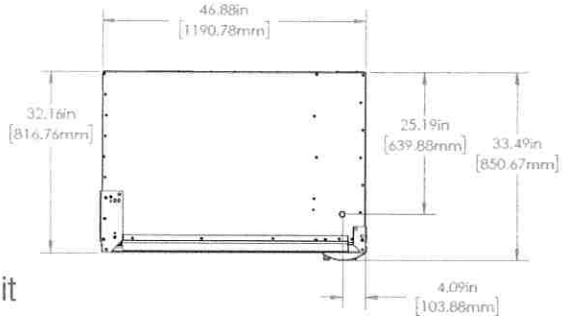
Who likes to wait in line? BevMax Classic delivers product in only 8 seconds. Faster delivery time increases sales, speed of service and customer satisfaction.

SIMPLIFIED MAINTENANCE

Low profile modular refrigeration platform removes from the front or the back of the machine.



40" Narrow Unit



47" Wide Unit



40" Narrow Unit

47" Wide Unit

BEVMAX CLASSIC R290 SPECIFICATIONS

Model	Narrow	Wide
Height	72"	72"
Width	40"	47"
Depth	33.5"	33.5"
Weight	637 lbs	688 lbs
Electrical	115 VAC	115 VAC
	60 Hz	60 Hz
	7.5A	7.5A
Selection	35	45
Capacity (20 oz bottles)	280	360
Capacity (12 oz cans)	315	405

Available certifications: UL, cUL, FCC
Refrigeration: R290, Green Environmentally Friendly Refrigeration System with 1/3 HP Compressor
*7.5A for the R290 BevMax and 10.2A for the R134A BevMax

Learn more about BevMax Classic
www.cranems.eu

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Royall 804, 660, 550



The high capacity Royal 804 can be set to vend cans or bottles or both at the same time, and large visual buttons making purchasing a snap.

72’’X37’’X33.5

Exhibit B

Catalogue of products and prices

- Vending products *(both vending & market items)*
- Micro market products

January 5, 2026

Shane Chapman 

Chapman Vending Product List

Image	Product	Brand	Type	Package	Cash Price	% Commision to Jefferson County
	VPX Bang Strawberry Blast 16 oz	Bang	Drinks	Can	$3.75	10%
	VPX Bang Star Blast 16 oz	Bang	Drinks	Can	$3.75	10%
	VPX Bang Rainbow Unicorn 16 oz	Bang	Drinks	Can	$3.75	10%
	VPX Bang Purple Haze 16oz	Bang	Drinks	Can	$3.75	10%
	VPX Bang Power Punch 16 oz	Bang	Drinks	Can	$3.75	10%
	VPX Bang Pina Colada 16 oz	Bang	Drinks	Can	$3.75	10%
	VPX Bang Peach Mango 16 oz	Bang	Drinks	Can	$3.75	10%
	VPX Bang Cotton Candy 16 oz	Bang	Drinks	Can	$3.75	10%
	VPX Bang Citrus Twist 16 oz	Bang	Drinks	Can	$3.75	10%
	VPX Bang Cherry Blade Lemonade 16 oz	Bang	Drinks	Can	$3.75	10%
	VPX Bang Candy Apple Crisp 16 oz	Bang	Drinks	Can	$3.75	10%
	VPX Bang Black Cherry Vanilla 16 oz	Bang	Drinks	Can	$3.75	10%
	Venom Mojave Rattler Can 16 oz	Venom	Drinks	Can	$3.75	10%
	Venom Death Adder Fruit Punch Can 16 oz	Venom	Drinks	Can	$3.75	10%
	Venom Black Mamba Can 16 oz	Venom	Drinks	Can	$3.75	10%
	V8 Splash Tropical Blend Bottle 11.5 oz	V8	Drinks	Bottle	$2.50	10%
	V8 Splash Strawberry Kiwi Bottle 16 oz	V8	Drinks	Bottle	$2.50	10%
	V8 Low sodium 100% Vegetable Juice 12 oz	V8	Drinks	Can	$2.00	10%
	Talking Rain Sparkling Ice Strawberry Watermelon Bottle 17 oz	Talking Rain	Drinks	Bottle	$3.75	10%

	Sunkist Strawberry Can 12 oz	Sunkist	Drinks	Can	$2.00	10%
	Sunkist Strawberry Bottle 20 oz	Sunkist	Drinks	Bottle	$2.50	10%
	Sunkist Orange Can 12 oz	Sunkist	Drinks	Can	$2.00	10%
	Sunkist Orange Bottle 20 oz	Sunkist	Drinks	Bottle	$2.50	10%
	Sunkist Grape Can 12 oz	Sunkist	Drinks	Can	$2.00	10%
	Straight Up Tea Sweet Bottle 18.5 oz	Straight Up Tea	Drinks	Bottle	$2.50	10%
	Starbucks Vanilla Frappuccino Bottle 9.5 oz	Starbucks	Drinks	Bottle	$3.75	10%
	Starbucks Vanilla Frappuccino Bottle 13.7 oz	Starbucks	Drinks	Bottle	$3.75	10%
	Starbucks Mocha Frappuccino Bottle 13.7 oz	Starbucks	Drinks	Bottle	$3.75	10%
	Starbucks Caramel Frappuccino Bottle 13.7 oz	Starbucks	Drinks	Bottle	$3.75	10%
	Sprite Zero Can 12 oz	Sprite	Drinks	Can	$2.00	10%
	Sprite Zero Bottle 20 oz	Sprite	Drinks	Bottle	$2.50	10%
	Sprite Can 12 oz	Sprite	Drinks	Can	$2.00	10%
	Sprite Bottle 20 oz	Sprite	Drinks	Bottle	$2.50	10%
	Sparkling Ice Strawberry Lemonade Bottle 17 oz	Talking Rain	Drinks	Bottle	$2.50	10%
	Sparkling Ice Kiwi Strawberry Bottle 17 oz	Sparkling ICE	Drinks	Bottle	$2.50	10%
	Sparkling Ice Cherry Limeade Bottle 17 oz	Talking Rain	Drinks	Bottle	$2.50	10%
	Sparkling Ice Black Raspberry Bottle 17 oz	Sparkling ICE	Drinks	Bottle	$2.50	10%
	Shamrock Farms 2% Reduced Fat Milk Bottle 12 oz	Shamrock Farms	Drinks	Bottle	$2.50	10%
	Red Bull Yellow Edition Tropical Can 12 oz	Red Bull	Drinks	Can	$3.75	10%
	Red Bull Summer Edition Watermelon Can 12 oz	Red Bull	Drinks	Can	$3.75	10%
	Red Bull Sugar Free Can 8.4 oz	Red Bull	Drinks	Can	$3.75	10%

	Red Bull Red Cranberry Can 12 oz	Red Bull	Drinks	Can	$3.75	10%
	Red Bull Peach Edition 12 oz	Red Bull	Drinks	Can	$3.75	10%
	Red Bull Orange Edition Tangerine 12 oz	Red Bull	Drinks	Can	$3.75	10%
	Red Bull Dragon Fruit 12 oz	Red Bull	Drinks	Can	$3.75	10%
	Red Bull Coconut Berry 12 oz	Red Bull	Drinks	Can	$3.75	10%
	Red Bull Can 8.4 oz	Red Bull	Drinks	Can	$3.75	10%
	Red Bull Can 12oz Sugar Free	Red Bull	Drinks	Can	$3.75	10%
	Red Bull Can 12 oz	Red Bull	Drinks	Can	$3.75	10%
	Red Bull Blue Can 12 oz	Red Bull	Drinks	Can	$3.75	10%
	Prime Hydration Drink Strawberry Watermelon	Prime Hydration Drink	Drinks	Bottle	$3.75	10%
	Powerade Zero Mixed Berry Bottle 20 oz	Powerade	Drinks	Bottle	$3.75	10%
	Powerade Zero Grape Bottle 20 oz	Powerade	Drinks	Bottle	$3.75	10%
	Powerade Zero Fruit Punch Bottle 20 oz	Powerade	Drinks	Bottle	$3.75	10%
	Powerade Orange Bottle 20 oz	Powerade	Drinks	Bottle	$3.75	10%
	Powerade Mountain Berry Blast 20 oz	Powerade	Drinks	Bottle	$3.75	10%
	Powerade Lemon Lime 20 oz	Powerade	Drinks	Bottle	$3.75	10%
	Powerade Grape 20 oz	Powerade	Drinks	Bottle	$3.75	10%
	Powerade Fruit Punch 20 oz	Powerade	Drinks	Bottle	$3.75	10%
	Powerade 32oz - Lemonade	Powerade	Drinks	None	$3.75	10%
	Pepsi Wild Cherry Bottle 20 oz	Pepsi	Drinks	Bottle	$3.75	10%
	Pepsi Can 12 oz	Pepsi	Drinks	Can	$2.00	10%
	Pepsi Bottle 20 oz	Pepsi	Drinks	Bottle	$2.50	10%

	Peace Tea Texas Style Sweet Tea 23 oz	Peace Tea	Drinks	Can	$2.50	10%
	Peace Tea Green Tea Can 23 oz	Peace Tea	Drinks	Can	$2.50	10%
	Peace Tea Caddy Shack Can 16 oz	Peace Tea	Drinks	Can	$2.50	10%
	Ocean Spray Cran-Grape 15.2 oz	Ocean Spray	Drinks	Bottle	$2.50	10%
	Naked Mighty Mango 15.2 oz	Naked Juice	Drinks	Bottle	$2.50	10%
	Naked Juice Strawberry Banana 15.2 oz	Naked Juice	Drinks	Bottle	$2.50	10%
	Mug Root Beer Bottle 20 oz	Mug	Drinks	Bottle	$2.50	10%
	Mountain Dew Can 12 oz	Pepsi	Drinks	Can	$2.00	10%
	Mountain Dew Bottle 20 oz	Mountain Dew	Drinks	Bottle	$2.50	10%
	Mountain Dew Blue Bottle 20 oz	Pepsi	Drinks	Bottle	$2.50	10%
	Monster Zero Ultra Can 16 oz	Monster	Drinks	Can	$3.75	10%
	Monster Rehab Tea + Pink Lemonade Can 16 oz	Monster	Drinks	Can	$3.75	10%
	Monster Rehab Tea + Lemonade Can 16 oz	Monster	Drinks	Can	$3.75	10%
	Monster Rehab Rojo Tea Can 16 oz	Monster	Drinks	Can	$3.75	10%
	Monster Lo Carb Energy Blue Can 16 oz	Monster	Drinks	Can	$3.75	10%
	Monster Green Can 16 oz	Monster	Drinks	Can	$3.75	10%
	Monster Energy Ultra Zero Sugar 250ml	Monster	Drinks	Can	$3.75	10%
	Monster Energy Green	Not Specified	Drinks	Can	$3.75	10%
	Monster Energy Absolutely Zero 24 oz	Monster	Drinks	Can	$3.75	10%
	Monster Absolute Zero Can 16 oz	Monster	Drinks	Can	$3.75	10%
	Minute Maid Pink Lemonade Bottle 20 oz	Minute Maid	Drinks	Bottle	$2.50	10%
	Minute Maid Orange Juice Bottle 15 oz	Minute Maid	Drinks	Bottle	$2.50	10%

	Minute Maid Lemonade Bottle 20 oz	Minute Maid	Drinks	Bottle	$2.50	10%
	Minute Maid JTG Strawberry Passion 12 Oz bottle	Minute Maid	Drinks	Bottle	$2.50	10%
	Minute Maid JTG Orange Juice 12 Oz bottle	Minute Maid	Drinks	Bottle	$2.50	10%
	Minute Maid JTG Cranberry Grape Juice 12 Oz bottle	Minute Maid	Drinks	Bottle	$2.50	10%
	Minute Maid JTG Apple Juice 12 Oz bottle	Minute Maid	Drinks	Bottle	$2.50	10%
	Minute Maid Fruit Punch 20 oz	Minute Maid	Drinks	Bottle	$2.50	10%
	Minute Maid Cranberry/Grape Bottle 12 oz	Minute Maid	Drinks	Bottle	$2.50	10%
	Minute Maid Cranberry/Grape Bottle 12 oz	Minute Maid	Drinks	Bottle	$2.50	10%
	Minute Maid Cranberry/Apple/Raspberry Bottle	Minute Maid	Drinks	Bottle	$2.50	10%
	Minute Maid Apple Bottle 12 oz	Minute Maid	Drinks	Bottle	$2.50	10%
	Lipton Brisk Lemon Iced Tea Bottle 20 oz	Pepsi	Drinks	Bottle	$2.50	10%
	Jarrito's Mineragua Sparkling Water 17.7 oz	Jarritos	Drinks	Bottle	$2.50	10%
	Hawaiian Punch Can 12 oz	Hawaiian Punch	Drinks	Can	$2.00	10%
	Hawaiian Punch Bottle 20 oz	Hawaiian Punch	Drinks	Bottle	$2.50	10%
	Gold Peak Green Tea 18.5 oz	Gold Peak Tea	Drinks	Bottle	$2.50	10%
	Ghost Strawbango margarita 16 oz	Not Specified	Drinks	Can	$3.75	10%
	Ghost Energy tropical mango 16oz	Ghost	Drinks	Can	$3.75	10%
	Ghost Energy Strawbango Margarita 16oz	Not Specified	Drinks	Can	$3.75	10%
	Ghost Energy Sour Pink Lemonade 16oz	Not Specified	Drinks	Can	$3.75	10%
	Ghost Energy Sour Patch Kids Redberry	Not Specified	Drinks	Can	$3.75	10%
	Ghost Energy Sour Patch Kids Blue Raspberry	Not Specified	Drinks	Can	$3.75	10%
	Gatorade Orange Bottle 20 oz	Gatorade	Drinks	Bottle	$3.75	10%

	Gatorade Lemon/Lime Bottle 20 oz	Gatorade	Drinks	Bottle	$3.75	10%
	Gatorade Grape Bottle 20 oz	Gatorade	Drinks	Bottle	$3.75	10%
	Gatorade Glacier Freeze 20oz	Gatorade	Drinks	Bottle	$3.75	10%
	Gatorade Fruit Punch Bottle 20 oz	Gatorade	Drinks	Bottle	$3.75	10%
	Gatorade Frost Glacier Freeze Bottle 20 oz	Gatorade	Drinks	Bottle	$3.75	10%
	Fuze Iced Tea Lemon can 12 oz	Fuze	Drinks	Can	$2.00	10%
	Full Throttle Original Can 16oz	Full Throttle	Drinks	Can	$3.75	10%
	Fruitopia Strawberry Passion (Can) (12X341Ml)	Not Specified	Drinks	Can	$2.00	10%
	Fanta Strawberry Can 12 oz	Fanta	Drinks	Can	$2.00	10%
	Fanta Strawberry Bottle 20 oz	Fanta	Drinks	Bottle	$2.50	10%
	Fanta Pineapple Bottle 20 oz	Fanta	Drinks	Bottle	$2.50	10%
	Fanta Pineapple 12 oz	Fanta	Drinks	Can	$2.00	10%
	Fanta Orange Can 12 oz	Fanta	Drinks	Can	$2.00	10%
	Fanta Orange Bottle 20 oz	Fanta	Drinks	Bottle	$2.75	10%
	Fanta Grape Can 12 oz	Fanta	Drinks	Can	$2.00	10%
	Evian Sports Cap 750ml	Generic	Drinks	Bottle	$2.00	10%
	Essentia Water 1.5 Liter	Essentia	Drinks	Bottle	$2.00	10%
	Electrolit Fruit Punch 21oz	Electrolit	Drinks	Bottle	$3.75	10%
	Electrolit Blue Raspberry 21oz	Electrolit	Drinks	Bottle	$3.75	10%
	Dr. Pepper Zero Sugar 20 oz	Dr. Pepper	Drinks	Bottle	$2.50	10%
	Dr. Pepper Strawberries & Cream 20oz	Dr. Pepper	Drinks	Bottle	$2.50	10%
	Dr. Pepper Cream 20 oz	Dr. Pepper	Drinks	Bottle	$2.50	10%

	Dr. Pepper Cream 12 oz	Dr. Pepper	Drinks	Can	$2.00	10%
	Dr. Pepper Cherry Bottle 20 oz	Dr. Pepper	Drinks	Bottle	$2.50	10%
	Dr. Pepper Can Mini 7.5 oz 10ct	Dr. Pepper	Drinks	Can	$20.00	10%
	Dr. Pepper Can 12 oz	Dr. Pepper	Drinks	Can	$2.00	10%
	Dr. Pepper Bottle 20 oz	Dr. Pepper	Drinks	Bottle	$2.50	10%
	Dr. Pepper 10 Can 12 oz	Dr. Pepper	Drinks	Can	$2.00	10%
	Diet Pepsi Bottle 20 oz	Pepsi	Drinks	Bottle	$2.50	10%
	Diet Mountain Dew Can 7.5 oz	Pepsi	Drinks	Can	$2.00	10%
	Diet Mountain Dew Can 12 oz	Pepsi	Drinks	Can	$2.00	10%
	Diet Mountain Dew Bottle 20 oz	Pepsi	Drinks	Bottle	$2.50	10%
	Diet Dr. Pepper Can 12 oz	Dr. Pepper	Drinks	Can	$2.00	10%
	Diet Dr. Pepper Bottle 20 oz	Dr. Pepper	Drinks	Bottle	$2.50	10%
	Diet Coke Glass Bottle TMVA	Coca-Cola	Drinks	Bottle	$2.50	10%
	Diet Coke Can 12 oz	Coca-Cola	Drinks	Can	$2.00	10%
	Diet Coke Bottle 20 oz	Coca-Cola	Drinks	Bottle	$2.50	10%
	Diet A&W Root Beer Bottle 20 oz	A&W	Drinks	Bottle	$2.50	10%
	Diet 7 Up Can 12 oz	7 Up	Drinks	Can	$2.00	10%
	Crush Orange Can 12 oz	Crush	Drinks	Can	$2.00	10%
	Crush Orange Bottle 20 oz	Crush	Drinks	Bottle	$2.50	10%
	Crush Grape Can 12 oz	Crush	Drinks	Can	$2.00	10%
	Crush Grape Bottle 20 oz	Crush	Drinks	Bottle	$2.50	10%
	Core Power Protein Strawberry Banana Bottle 11.5 oz	Core Power Portein Drink	Drinks	Bottle	$3.75	10%

	Core Power Protein Chocolate Bottle 11.5 oz	Core Power Portein Drink	Drinks	Bottle	$3.75	10%
	Core Power Elite Protein Chocolate Bottle 14 .oz	Core Power Portein Drink	Drinks	Bottle	$3.75	10%
	Coke Zero Can 12 oz	Coca-Cola	Drinks	Can	$2.00	10%
	Coke Zero Bottle 20oz	Coca-Cola	Drinks	Bottle	$2.50	10%
	Coke Energy Zero Sugar	Coca-Cola	Drinks	Can	$3.75	10%
	Coke Energy Cherry	Coca-Cola	Drinks	Can	$3.75	10%
	Coke Energy	Coca-Cola	Drinks	Can	$3.75	10%
	Coke Can 12 oz	Coca-Cola	Drinks	Can	$2.00	10%
	Coke Bottle 20 oz	Coca-Cola	Drinks	Bottle	$2.50	10%
	Coca-Cola Energy 235Ml Lata	Coca-Cola	Drinks	Can	$2.00	10%
	Cherry Coke Can 12 oz	Coca-Cola	Drinks	Can	$2.00	10%
	Cherry Coke Bottle 20 oz	Coca-Cola	Drinks	Bottle	$2.50	10%
	Cherry Coke 20 oz bottle	Coca-Cola	Drinks	Bottle	$2.50	10%
	Celsius Sparkling Wild Berry	Celsius	Drinks	Can	$2.00	10%
	Celsius Sparkling Orange	Celsius	Drinks	Can	$2.00	10%
	Celsius Peach Vibe 12 oz	Celsius	Drinks	Can	$2.00	10%
	Celsius Kiwi Guava Sparkling	Celsius	Drinks	Can	$2.00	10%
	Canada Dry Ginger Ale Bottle 20 oz	Ginger Ale	Drinks	Bottle	$2.50	10%
	Calypso Strawberry Lemonade 20 oz	Calypso	Drinks	Bottle	$2.50	10%
	Calypso Southern Peach Lemonade	Calypso	Drinks	Bottle	$2.50	10%
	Calypso Paradise Punch 20 oz	Calypso	Drinks	Bottle	$2.50	10%
	Calypso Ocean Blue Lemonade	Calypso	Drinks	Bottle	$2.50	10%

	C4 Carbonated On The Go - Strawberry Watermelon Ice	C4	Drinks	None	$0.00	10%
	C4 Carbonated On The Go - Frozen Bombsicle Can	Cellucor	Drinks	Can	$3.75	10%
	Brisk Iced Tea Lemon Can 12 oz	Pepsi	Drinks	Can	$2.00	10%
	Body Armor Strawberry Banana Guava 16 oz	Body Armor	Drinks	Bottle	$3.00	10%
	Body Armor Strawberry Banana 16 oz	Body Armor	Drinks	Bottle	$3.00	10%
	Body Armor Mixed Berry 12 -16 oz. Bottles	Body Armor	Drinks	Bottle	$3.00	10%
	Body Armor Fruit Punch 16 oz	Body Armor	Drinks	Bottle	$3.00	10%
	Body Armor Blackout Berry 16 oz	Body Armor	Drinks	Bottle	$3.00	10%
	Body Armor Acai Blueberry Pomegranate 16 oz	Body Armor	Drinks	Bottle	$3.00	10%
	Big Red Zero Bottle 20 oz	Big Red	Drinks	Bottle	$2.50	10%
	Big Red Can 12 oz	Big Red	Drinks	Can	$2.00	10%
	Big Pineapple Bottle 20 oz	Big Red	Drinks	Bottle	$2.50	10%
	Big Peach Bottle 20 oz	Big Red	Drinks	Bottle	$2.50	10%
	Big Manzana Can 12 oz	Big Manzana	Drinks	Can	$2.00	10%
	Big Blue Can 12 oz	Big Blue	Drinks	Can	$2.00	10%
	Big Blue Bottle 20 oz	Big Blue	Drinks	Bottle	$2.50	10%
	Barq's Root Beer Can 12 oz	Barqs	Drinks	Can	$2.00	10%
	Barq's Root Beer Bottle 20 oz	Barqs	Drinks	Bottle	$2.50	10%
	Barq's Red Creme Soda Can 12 oz	Barqs	Drinks	Can	$2.00	10%
	Barq's Red Cream Soda Bottle 20 oz	Barqs	Drinks	Bottle	$2.50	10%
	Bang Delish Strawberry Kiss 16oz	Bang	Drinks	Can	$3.75	10%
	Bang Birthday Cake Bash Can 16 oz	Bang	Drinks	Can	$3.75	10%

	A&W Root Beer Can 12 oz	A&W	Drinks	Can	$2.00	10%
	A&W Root Beer Bottle 20 oz	A&W	Drinks	Bottle	$2.50	10%
	A&W Cream Soda Can 12 oz	A&W	Drinks	Can	$2.00	10%
	A&W Cream Soda Bottle 20 oz	A&W	Drinks	Bottle	$2.50	10%
	7 Up Can 12 oz	7 Up	Drinks	Can	$2.00	10%
	7 Up Bottle 20 oz	7 Up	Drinks	Bottle	$2.50	10%
	5 Hour Energy Berry 1.93 oz	5 Hour Energy	Drinks	Bottle	$3.50	10%

Chapman Vending Product List

Image	Product	Brand	Type	Package	Cash Price	% Commision to Jefferson County
	Zapp's Voodoo LSS 1.5 oz	Zapp's	Chips	Bag	$1.75	10%
	Zapp's Hotter N' Hot Jalapno 1.5 oz	Zapp's	Chips	Bag	$1.75	10%
	TGIF Potato Skins Cheddar & Bacon 1 oz	TGIF	Chips	Bag	$1.75	10%
	TGI Fridays Potato Skins Cheddar & Bacon 1.75oz	TGIF	Chips	Bag	$1.75	10%
	Takis Fuego 2 oz	Takis	Chips	Bag	$1.75	10%
	Takis Blue Heat 4 oz	Takis	Chips	Bag	$1.75	10%
	Sun Chips	Sunchips	Chips	Bag	$1.75	10%
	Southern Recipe Hot & Spicy Pork 7/8 oz	Southern Recipe	Chips	Bag	$1.75	10%
	Salsitas Spicy Salsa 1.5 oz	Salsitas	Chips	Bag	$1.75	10%
	Ruffles Queso 1.5 oz	Ruffles	Chips	Bag	$1.75	10%
	Ruffles Cheddar & Sour Cream 1.5 oz	Ruffles	Chips	Bag	$1.75	10%
	Rold Gold Tiny Twists Pretzels 1 oz	Rold Gold	Chips	Bag	$1.75	10%
	Ritz Toasted Chips Sour Cream & Onion 1.75 oz	Ritz Bitz	Chips	Bag	$1.75	10%
	Ritz Bits Cheese 1.5 oz	Ritz Bitz	Chips	Bag	$1.75	10%
	Pringles Sour Cream & Onion 2.5 oz (Market Only)	Pringles	Chips	Cup	$1.75	4%
	Pringles Original 2.5 oz (Market Only)	Pringles	Chips	Cup	$1.75	4%
	Pringles Cheddar Cheese 2.5 oz (Market Only)	Pringles	Chips	Cup	$1.75	4%
	Munchies Flamin' Hot LSS 2 oz	Munchies	Chips	Bag	$1.75	10%
	Miss Vickies Jalapeno Flavored Chips	Miss Vickie's	Chips	Pack	$1.75	10%

	Lay's Sour Cream & Onion LSS 1.5 oz	Lay's	Chips	Bag	$1.75	10%
	Lay's Classic LSS 1.5 oz	Lay's	Chips	Bag	$1.75	10%
	Lay's BBQ Potato Chip LSS 1.5 oz	Lay's	Chips	Bag	$1.75	10%
	Herr's Jalapeno Poppers Cheese Curls 1 oz	Herr's	Chips	Bag	$1.75	10%
	Herr's Creamy Ranch & Habanero Chips 1.5 oz	Herr's	Chips	Bag	$1.75	10%
	Herr's Baby Back Ribs 1.50oz	Herr's	Chips	Bag	$1.75	10%
	General Mills Bugles Original 1.5 oz	Bugles	Chips	Bag	$1.75	10%
	General Mills Bugles Nacho Cheese 1.5 oz	Bugles	Chips	Bag	$1.75	10%
	Gardetto's Original 1.75 oz	Gardetto's	Chips	Bag	$1.75	10%
	Funyuns Onion LSS 1.25 oz	Funyuns	Chips	Bag	$1.75	10%
	Funyuns Flamin' Hot SS	Funyuns	Chips	Bag	$1.75	10%
	Fritos Original LSS 2 oz	Fritos	Chips	Bag	$1.75	10%
	Fritos Flavor Twists Honey BBQ 2 oz	Fritos	Chips	Bag	$1.75	10%
	Fritos Chili Cheese LSS 2 oz	Fritos	Chips	Bag	$1.75	10%
	Fritolay Smartfood Popcorn - White Cheddar Cheese (36X45G)	Not Specified	Chips	None	$1.75	10%
	Frito-Lay Miss Vickie's Sea Salt & Vinegar 1.3 oz	Miss Vickie's	Chips	Bag	$1.75	10%
	Frito-Lay Miss Vickie's Jalapeno 1.3 oz	Miss Vickie's	Chips	Bag	$1.75	10%
	Doritos Sweet & Tangy BBQ 1.75 oz	Doritos	Chips	Bag	$1.75	10%
	Doritos Spicy Sweet Chili LSS	Doritos	Chips	Bag	$1.75	10%
	Doritos Nacho Cheese Chip LSS 1.75 oz	Doritos	Chips	Bag	$1.75	10%
	Doritos Flamin' Hot Nacho 1.75oz	Doritos	Chips	Bag	$1.75	10%
	Doritos Cool Ranch LSS	Doritos	Chips	Bag	$1.75	10%

	Cheez-It Hot & Spicy 1.5 oz	Cheez-It	Chips	Bag	$1.75	10%
	Cheez-It Big Bag 2 oz (Market Only)	Cheez-It	Chips	Bag	$1.75	5%
	Cheetos Puffs LSS 1.38 oz	Cheetos	Chips	Bag	$1.75	10%
	Cheetos Flaming Hot LSS 2 oz	Cheetos	Chips	Bag	$1.75	10%
	Cheetos Flamin Hot Limon LSS 2 oz	Cheetos	Chips	Bag	$1.75	10%
	Cheetos Crunchy LSS 2 oz	Cheetos	Chips	Bag	$1.75	10%
	Cheetos Cheddar Jalapeno Crunchy LSS 2 oz	Cheetos	Chips	Bag	$1.75	10%
	Andy Capp's Hot Fries 1.5 oz	Andy Capp's	Chips	Bag	$1.75	10%

Chapman Vending Product List

Image	Product	Brand	Type	Package	Cash Price	% Commision to Jefferson County
	Rice Krispies Treats	Rice Krispies	Pastries	Bag	$2.00	10%
	Pop Tart Strawberry 3.67 oz	Pop Tarts	Pastries	Bag	$2.00	10%
	Pop Tart Brown Sugar 3.52 oz	Pop Tarts	Pastries	Bag	$2.00	10%
	Otis Spunkmeyer Wild Blueberry Muffin 4 oz (Market Only)	Otis Spunkmeyer	Pastries	Bag	$2.99	4%
	Otis Spunkmeyer Banana Nut Muffin 4 oz (Market Only)	Otis Spunkmeyer	Pastries	Bag	$2.99	4%
	Mrs.Freshley's Mini Frosted Donuts Chocolate	Mrs. Freshley's	Pastries	Bag	$2.00	10%
	Mrs. Freshley's Red Velvet Cupcakes 2pk 4 oz	Mrs. Freshley's	Pastries	Bag	$2.00	10%
	Mrs. Freshley's Powdered Mini Donuts 3 oz	Mrs. Freshley's	Pastries	Bag	$2.00	10%
	Mrs. Freshley's Pecan Twirls 3pk 3 oz	Mrs. Freshley's	Pastries	Bag	$2.00	10%
	Mrs. Freshley's Oatmeal Cream Pies 4 oz	Mrs. Freshley's	Pastries	Bag	$2.00	10%
	Mrs. Freshley's Jumbo Honey Bun Original 4 oz	Mrs. Freshley's	Pastries	Bag	$2.00	10%
	Mrs. Freshley's Honey Bun Creamy Curl FOA 4 oz	Mrs. Freshley's	Pastries	Bag	$2.00	10%
	Mrs. Freshley's Donut Stick 3pk 3 oz	Mrs. Freshley's	Pastries	Bag	$2.00	10%
	Mrs. Freshley's Chocolate Mini Donuts 3.3 oz	Mrs. Freshley's	Pastries	Bag	$2.00	10%
	Mrs. Freshley's Chocolate Cupcakes 2pk 4 oz	Mrs. Freshley's	Pastries	Bag	$2.00	10%
	Mrs. Freshley's Boston Creme Honey Bun 5 oz	Mrs. Freshley's	Pastries	Bag	$2.00	10%
	Mrs. Freshley's Blueberry Muffin 4.5 oz	Mrs. Freshley's	Pastries	Bag	$2.00	10%
	Mrs. Freshley's Banana Nut Muffin 4.5 oz	Mrs. Freshley's	Pastries	Bag	$2.00	10%
	Mrs Freshley's Donut Sticks Glazed 2.75 oz	Mrs. Freshley's	Pastries	Bag	$2.00	10%

	Mrs Freshley's Buddy Bars Peanut Butter Wafers 3 oz	Mrs. Freshley's	Pastries	Bag	$2.00	10%
	Little Debbie Double Decker Oatmeal Creme Pie 3.9 oz	Little Debbie	Pastries	Bag	$2.00	10%
	Little Debbie Cosmic Brownie 4 oz	Little Debbie	Pastries	Bag	$2.00	10%
	Fieldstone Glazed Honey Bun 4oz	Fieldstone Bakery	Pastries	Bag	$2.00	10%
	Duchess Honey Bun 4 oz	Duchess	Pastries	Bag	$2.00	10%
	Duchess Cinnamon Roll	Duchess	Pastries	Bag	$2.00	10%
	Creamy Curl Honey Bun 4 oz	Mrs. Freshley's	Pastries	Bag	$2.00	10%
	Clif Bar Chocolate Brownie	Clif Bar	Pastries	Bar	$2.00	10%
	Big Texas Cinnamon Roll 4 oz	Cloverhill	Pastries	Bag	$2.00	10%

Chapman Vending Product List

Image	Product	Brand	Type	Package	Cash Price	% Commision to Jefferson County
	Twix Caramel Cookie Bar 1.79 oz	Twix	Candy	Bar	$2.00	10%
	Twix 4 to Go Caramel Cookie Bar 3.02 oz (Market Only)	Twix	Candy	Bar	$3.50	10%
	Tuxedos Milk Chocolate covered Almonds (Market Only)	Black Tie Brand	Candy	Box	$3.50	4%
	Turtles Original Caramel Nut Clusters King Size 1.76 oz (Market Only)	Turtles	Candy	Bar	$3.50	4%
	Trolli Sour Brite Crawlers Very Berry 5oz	Trolli	Candy	Bag	$2.00	10%
	Trolli Sour Brite Crawlers 5oz	Trolli	Candy	Bag	$2.00	10%
	Starburst Original Fruit Chews 2.07 oz	Starburst	Candy	Bar	$2.00	10%
	Starburst Original Flavors Theater Box 3.5oz (Market Only)	Starburst	Candy	Box	$3.99	4%
	Sour Patch Kids 2 oz	Sour Patch	Candy	Bag	$2.00	10%
	Sour Jacks Watermelon 2 oz	SOUR JACKS	Candy	Bag	$2.00	10%
	Snickers Miniatures 4.4 oz (Market Only)	Snickers	Candy	Bag	$3.50	10%
	Snickers Almond 1.76 oz	Snickers	Candy	Bag	$2.00	10%
	Snickers 2 Bars 3.29 oz (Market Only)	Snickers	Candy	Bar	$2.00	4%
	Snickers 1.86 oz	Snickers	Candy	Bar	$2.00	10%
	Snickers (NON UPC) 1.86 oz	Snickers	Candy	Bar	$2.00	10%
	Skittles Wild Berry 2.17 oz	Skittles	Candy	Bag	$2.00	10%
	Skittles Tropical 2.17 oz	Skittles	Candy	Bag	$2.00	10%
	Skittles Sour 2.17 oz	Skittles	Candy	Bag	$2.00	10%
	Skittles Sour 1.80 oz	Skittles	Candy	Bag	$2.00	10%
	Skittles Gummies Wild Berry 5.8 oz (Market Only)	Skittles	Candy	Bag	$3.50	4%
	Skittles Fruit Share Size 4 oz (Market Only)	Skittles	Candy	Bag	$2.00	4%

	Skittles Fruit 2.17 oz	Skittles	Candy	Bag	$2.00	10%
	Sharing Size M&M's Peanut butter 2.8oz	M&M's	Candy	Bag	$2.00	10%
	Sharing Size M&M's Peanut 3.27 oz	M&M's	Candy	Bag	$2.00	10%
	Rolo 1.71 oz	Hershey's	Candy	Tube	$2.00	10%
	Reese's Sticks Break 1.5 oz	Reese's	Candy	Bar	$2.00	10%
	Reeses Sticks	Reese's	Candy	Bar	$2.00	10%
	Reese's Pieces 1.53 oz	Reese's	Candy	Bag	$2.00	10%
	Reese's Peanut Butter Cups Large 2.1 oz	Reese's	Candy	Bag	$2.00	10%
	Reese's Peanut Butter Cups 1.5 oz	Reese's	Candy	Bag	$2.00	10%
	Reese's Dipped Pretzels 4.25 oz (Market Only)	Reese's	Candy	Bar	$3.99	4%
	Payday 1.85 oz	Payday	Candy	Bar	$2.00	10%
	Now & Later Soft Chew 2.75 oz	Ferrara Pan	Candy	Pack	$2.00	10%
	Mr. Goodbar 1.75 oz	Hershey's	Candy	Bar	$2.00	10%
	M&M's Peanut Butter Chocolate 1.63 oz	M&M's	Candy	Bag	$2.00	10%
	M&M's Peanut 1.74 oz	M&M's	Candy	Bag	$2.00	10%
	M&M Plain 1.69 oz	M&M's	Candy	None	$2.00	10%
	LSC Payday 1.85 oz	Payday	Candy	Bar	$2.00	10%
	Kit Kat Large Size 2.04 oz (Market Only)	Kit Kat	Candy	Bar	$3.50	4%
	Kit Kat Extra Crispy 1.61 oz	Kit Kat	Candy	Bar	$2.00	10%
	Kit Kat BigKat 1.5 oz	Kit Kat	Candy	Bar	$2.00	10%
	Kit Kat 1.5 oz	Kit Kat	Candy	Bar	$2.00	10%
	Kinder Bueno 1.5 oz	Ferrero	Candy	Bar	$2.00	10%
	Hershey's Heath Bar 1.4 oz	Hershey's	Candy	Bar	$2.00	10%
	Hershey's Cookies n Cream 1.55 oz	Hershey's	Candy	Bar	$2.00	10%

	Hershey's Chocolate Bar 1.55 oz	Hershey's	Candy	Bar	$2.00	10%
	Hershey's Almond Bar 1.45 oz	Hershey's	Candy	Bar	$2.00	10%
	Haribo Gummy Bears Gold 5 oz (Market Only)	Haribo	Candy	Bag	$3.50	4%
	Fruit Gushers 4.25oz	Fruit Gushers	Candy	Bag	$2.00	10%
	Everbar Chocolate Wafer 1.2 oz	Everbar	Candy	Bar	$2.00	10%
	Dove Milk Chocolate Bar 1.44 oz	Dove	Candy	Bar	$2.00	10%
	Cadbury Caramello 1.6 oz	Cadbury	Candy	Bar	$2.00	10%
	Butterfinger 1.9oz	Butterfinger	Candy	Bar	$2.00	10%
	Black Forest Juicy Burst 2.25 oz	Black Forest	Candy	Bag	$2.00	10%
	Baby Ruth 2.1 oz	Baby Ruth	Candy	Bag	$2.00	10%
	Awake Peanut Butter Milk Chocolate Bite (50ct) 0.58oz	Awake Chocolate	Candy	Bag	$2.00	10%
	Awake Milk Chocolate Bite 0.53 oz (Market Only)	Awake Chocolate	Candy	Pack	$2.00	4%
	Awake Dark Chocolate Bite 0.48 oz (Market Only)	Awake Chocolate	Candy	Pack	$2.00	4%
	Almond Joy 1.61 oz	Almond Joy	Candy	Bar	$2.00	10%
	AirHeads Bites Fruit 2 oz	Air Heads	Candy	Bag	$2.00	10%
	3 Musketeers 2 To Go 3.28 oz (Market Only)	3 Musketeers	Candy	Bag	$3.50	4%
	3 Musketeers 1.92 oz	3 Musketeers	Candy	Bar	$2.00	10%

Chapman Vending Product List

Image	Product	Brand	Type	Package	Cash Price	% Commision to Jefferson County
	Zummo's Crawfish Boudin	Not Specified	Frozen Foods	Bag	$6.50	4%
	Zummo's Boudain 12 oz	Zummo	Frozen Foods	Bag	$6.50	4%
	Van Holten's Hearty Dill, Dill Pickle 4 oz	Van Holton's	Cold Foods	Bag	$2.00	4%
	Tyson Hot n' Chicken HOT Waffle Sandwich 4.6 oz	Tyson	Frozen Foods	Bag	$4.50	4%
	Tyson Chicken n' Waffle Sandwich 4.6 oz	Tyson	Frozen Foods	Bag	$4.50	4%
	Turkey & Smoked Gouda Sandwich	The Sandwich Factory	Cold Foods	Pack	$5.99	4%
	The Sandwich Factory Turkey & Cheddar Hoagie 6.8oz	The Sandwich Factory	Cold Foods	Box	$6.99	4%
	The Sandwich Factory Three Egg Snack Pack 5oz	The Sandwich Factory	Cold Foods	Pack	$3.49	4%
	The Sandwich Factory Strawberry Parfait	The Sandwich Factory	Cold Foods	Cup	$3.99	4%
	The sandwich factory Smoked Turkey & Gouda sandwich	The Sandwich Factory	Cold Foods	Box	$6.99	4%
	The Sandwich Factory Rio Roast Beef 9.76oz	The Sandwich Factory	Cold Foods	Pack	$6.99	4%
	The Sandwich Factory Rajin' Cajun	The Sandwich Factory	Cold Foods	Box	$6.99	4%
	The Sandwich Factory Protein Pack with Salami, Havarti, and	The Sandwich Factory	Cold Foods	Box	$6.99	4%
	The Sandwich Factory Pretzel Club Hoagie	The Sandwich Factory	Cold Foods	Bag	$6.99	4%
	The sandwich factory Peanut Butter Munch Box	The Sandwich Factory	Cold Foods	Box	$3.99	4%
	The Sandwich Factory Peanut Butter Jelly & Granola	The Sandwich Factory	Cold Foods	Box	$3.99	4%
	The Sandwich Factory Mixed Fruit	The Sandwich Factory	Cold Foods	Box	$4.59	4%
	The Sandwich Factory Mini Hummus Snack Pack	The Sandwich Factory	Cold Foods	Box	$4.59	4%
	The Sandwich Factory Mini Fruit & Cheese	The Sandwich Factory	Cold Foods	Box	$4.59	4%

	The Sandwich Factory Italian Syle Snack Pack	The Sandwich Factory	Cold Foods	Box	$6.99	4%
	The Sandwich Factory Italian Hoagie	The Sandwich Factory	Cold Foods	Box	$6.99	4%
	The Sandwich Factory Ham and American Cheese on Texas Toast	The Sandwich Factory	Cold Foods	Box	$6.99	4%
	The Sandwich Factory Ham and American Cheese	The Sandwich Factory	Cold Foods	Box	$6.99	4%
	The Sandwich Factory Ham & Swiss on Texas Toast	The Sandwich Factory	Cold Foods	Pack	$6.99	4%
	The Sandwich Factory El Jefe Pork Wrap	The Sandwich Factory	Cold Foods	Box	$6.99	4%
	The Sandwich Factory Cobb Salad	The Sandwich Factory	Cold Foods	Box	$6.99	4%
	The Sandwich Factory Club Wrap	The Sandwich Factory	Cold Foods	Box	$6.99	4%
	The Sandwich Factory Club Sandwich	The Sandwich Factory	Cold Foods	Box	$6.99	4%
	The Sandwich Factory Chocolate Parfait	The Sandwich Factory	Cold Foods	Pack	$3.99	4%
	The Sandwich Factory Chief Salad	The Sandwich Factory	Cold Foods	Box	$6.99	4%
	The Sandwich Factory Chicken Salad on Wheat & Garden Salad	The Sandwich Factory	Cold Foods	Box	$6.99	4%
	The Sandwich Factory Chicken Caesar Wrap	The Sandwich Factory	Cold Foods	Box	$6.99	4%
	Smoked BBQ Brisket Mac and Cheese	Not Specified	Frozen Foods	Box	$7.99	4%
	Sandwich Factory Turkey & Colby Jack Cheese Pretzel hoagie	Sandwich Factory	Cold Foods	Bag	$6.99	4%
	Sandwich Factory Turkey & American on Wheat Bread	Sandwich Factory	Cold Foods	Bag	$6.99	4%
	Sandwich Factory Hummus Veggie Dippers	Sandwich Factory	Cold Foods	Pack	$4.99	4%
	Sandwich Factory Honey Pecan Chicken Salad Sandwich	The Sandwich Factory	Cold Foods	Pack	$6.99	4%
	Sandwich Factory Club Wrap	Sandwich Factory	Cold Foods	Pack	$6.99	4%
	Sandwich Factory Blueberry Yogurt Parfait	Sandwich Factory	Cold Foods	Bag	$4.99	4%
	Red Baron Pepperoni Pizza 6.1 oz	Red Baron	Cold Foods	Bag	$4.99	4%
	Raybern's Philly Cheesesteak 5.5 oz	Raybern's	Cold Foods	Bag	$4.99	4%

	Raybern's Pastrami Sandwich 5.5 oz	Raybern's	Cold Foods	Bag	$4.99	4%
	Ranch Chicken Salad	Not Specified	Frozen Foods	Pack	$4.99	4%
	Pierre Signatures BBQ Pork Rib Sandwich	Pierre	Cold Foods	Box	$5.99	4%
	Pierre Jumbo Monterey Ranch Chicken 6.1 oz	Pierre	Cold Foods	Bag	$5.99	4%
	Pierre Jumbo Bacon Cheeseburger 6 oz	Pierre	Cold Foods	Bag	$5.99	4%
	Pierre Fast Choice Jalapeno Beef Charbroil with Cheese 5.5 oz	Fast Choice	Cold Foods	Bag	$5.99	4%
	Owens Sausage Egg & Cheese Biscuit 4.5 oz	Bob Evans	Frozen Foods	Bag	$4.99	4%
	Market Sandwich Buffalo Style Chicken Wrap 8.6 oz	Market Sandwich	Cold Foods	Box	$5.99	4%
	Landshire Twin Chili Dog 8 oz	Landshire	Frozen Foods	Bag	$6.99	4%
	Landshire Turkey and Cheese Wedge 4.48 oz	Landshire	Cold Foods	Bag	$4.99	4%
	Landshire Ham and Cheese Wedge 4.48 oz	Landshire	Cold Foods	Bag	$4.99	4%
	Landshire Double Charbroil & Cheese 6 oz	Landshire	Cold Foods	Bag	$5.99	4%
	Landshire Chicken Salad Wedge 4.5 oz	Fresh-Cut	Cold Foods	Bag	$4.99	4%
	Kraft Oscar Mayer Lunchables Turkey & Cheddar with Crackers	Lunchables	Cold Foods	Box	$4.49	4%
	Kraft Oscar Mayer Lunchables Pizza With Pepperoni 4.3 oz	Lunchables	Cold Foods	Box	$4.49	4%
	Jon Donaire New York Style Cheescake 3.5 oz	Jon Donaire Desserts	Frozen Foods	Box	$5.99	4%
	Jimmy Dean Sausage, Egg & Cheese Biscuit	Jimmy Dean	Cold Foods	Bag	$4.99	4%
	Jimmy Dean Griddle Cake Maple Pancakes & Sausage 4 oz	Jimmy Dean	Cold Foods	Bag	$4.99	4%
	Hot Pockets Pepperoni Pizza 4.5 oz	Hot Pockets	Cold Foods	Box	$4.99	4%
	Hot Pocket Ham & Cheese 4 oz	Hot Pockets	Cold Foods	Bag	$4.99	4%
	El Monterey Beef Bean Burrito 4 oz	El Monterey Mexican	Cold Foods	Bag	$4.99	4%
	Don Miguel Sausage & Egg Breakfast Burrito 7 oz	Don Miguel	Cold Foods	Bag	$4.99	4%

	Big AZ Kickin Jalapeno burger Addict 9.7 oz	Big AZ	Cold Foods	Bag	$5.99	4%

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:

Chapman Vending
Company Name

1350 Lindbergh Drive
Address

Beaumont | Texas | 77707
City | State | Zip

Signature of Person Authorized to Sign

Shane Chapman
Printed Name

Owner
Title

For clarification of this offer, contact:

Shane Chapman, Owner
Name & Title

4097816954
Phone | Fax

shane@chapmanvending.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: 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

1/13/26
Date

COMMISSIONERS COURT JEFFERSON COUNTY, TEXAS

ATTEST:

Roxanne Acosta Hellberg, County Clerk
JEFFERSON COUNTY, TEXAS

1/13/26
Date

Attachment A

IFB 25-054/CG - Term Contract for Snack & Drink Vending for Jefferson County Preliminary Tabulation -Bid Opening: January 7, 2026

			Canteen	
Product Category	**Vend Price**	**Commission**	**Vend Price**	**Commission**
12 oz. canned Soft Drink	$1.25	10%	$1.50-$1.75	10%**
20 oz. Bottle Soft Drink	$2.50	10%	$2.75-$3.00	10%**
20 oz. Bottled Water	$2.50	10%	$1.75-$2.00	10%**
Juice (12-16oz)			$2.75-$3.00	10%**
16 oz. Canned Energy Drink	$3.75	10%	$3.75-$5.00	10%**
All Candy	$2.00	10%	$2.00-$2.50	10%**
Chips - large bag	$1.75	10%	$2.00-$2.50	10%**
Pastry	$2.00	10%	$2.50-$3.00	10%**
Guaranteed min. amt. on all prod.	$4,000.00		$3,000*	

*based on annual sales exceeding $50,001
**annual sales volume up to $50,000. Commission increases to 15%-25% for higher sale volumes

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.

CONTRACT RENEWAL FOR IFB 23-057/MR
TERM CONTRACT FOR INMATE CLOTHING AND SUPPLIES FOR JEFFERSON COUNTY

The County entered into a contract with Acme Supply Co. for one (1) year, from January 30, 2024 to January 29, 2025, with an option to renew the contract for up to a five (5) year period.

Pursuant to the contract, Jefferson County hereby exercises its second one-year option to renew the contract for one (1) additional year from January 28, 2026 to January 27, 2027.

ATTEST:

Roxanne Acosta Hellberg, County Clerk

JEFFERSON COUNTY, TEXAS

Jeff Branick, County Judge

COMMISSIONERS COURT JEFFERSON COUNTY, TEXAS

CONTRACTOR:
Acme Supply Co.

(Name) ZAHEER SHEIK

Acme will extend with a 10% price increase

CONTRACT RENEWAL FOR IFB 23-057/MR
TERM CONTRACT FOR INMATE CLOTHING AND SUPPLIES FOR JEFFERSON COUNTY

The County entered into a contract with Bob Barker Company, Inc. for one (1) year, from January 30, 2024 to January 29, 2025, with an option to renew the contract for up to a five (5) year period.

Pursuant to the contract, Jefferson County hereby exercises its second one-year option to renew the contract for one (1) additional year from January 28, 2026 to January 27, 2027.

ATTEST:

Roxanne Acosta Hellberg, County Clerk

COMMISSIONERS COURT JEFFERSON COUNTY, TEXAS

JEFFERSON COUNTY, TEXAS

Jeff Branick, County Judge

CONTRACTOR:
Bob Barker Company, Inc.

Ryan McNeill
(Name)

CONTRACT RENEWAL FOR IFB 23-057/MR
TERM CONTRACT FOR INMATE CLOTHING AND SUPPLIES FOR JEFFERSON COUNTY

The County entered into a contract with Charm-Tex for one (1) year, from January 30, 2024 to January 29, 2025, with an option to renew the contract for up to a five (5) year period.

Pursuant to the contract, Jefferson County hereby exercises its second one-year option to renew the contract for one (1) additional year from January 28, 2026 to January 27, 2027.

ATTEST:

Roxanne Acosta Hellberg, County Clerk

COMMISSIONERS COURT JEFFERSON COUNTY, TEXAS

JEFFERSON COUNTY, TEXAS

Jeff Branick, County Judge

CONTRACTOR:
Charm-Tex

Stan Danzler
(Name)

CONTRACT RENEWAL FOR IFB 23-057/MR
TERM CONTRACT FOR INMATE CLOTHING AND SUPPLIES FOR JEFFERSON COUNTY

The County entered into a contract with Victory Supply, LLC for one (1) year, from January 30, 2024 to January 29, 2025, with an option to renew the contract for up to a five (5) year period.

Pursuant to the contract, Jefferson County hereby exercises its second one-year option to renew the contract for one (1) additional year from January 28, 2026 to January 27, 2027.

ATTEST:

Roxanne Acosta Hellberg, County Clerk

JEFFERSON COUNTY, TEXAS

Jeff Branick, County Judge

COMMISSIONERS COURT JEFFERSON COUNTY, TEXAS

CONTRACTOR:
Victory Supply, LLC

Josh Sartisky

(Name)

								Green
								~~$13.00~~ $14.30
								~~$13.00~~ $14.30
								~~$13.00~~ $14.30
								~~$13.00~~ $14.30
								~~$13.00~~ $14.30
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				~~$13.00~~ $14.30	~~$13.00~~ $14.30	~~$13.00~~ $14.30	~~$13.00~~ $14.30	~~$13.00~~ $14.30
				~~$13.00~~ $14.30	~~$13.00~~ $14.30	~~$13.00~~ $14.30	~~$13.00~~ $14.30	~~$13.00~~ $14.30
			9X-L	~~$13.00~~ $14.30	~~$13.00~~ $14.30	~~$13.00~~ $14.30	~~$13.00~~ $14.30	~~$13.00~~ $14.30
			10X-L	~~$13.00~~ $14.30	~~$13.00~~ $14.30	~~$13.00~~ $14.30	~~$13.00~~ $14.30	~~$13.00~~ $14.30
			11X-L	~~$13.00~~ $14.30	~~$13.00~~ $14.30	~~$13.00~~ $14.30	~~$13.00~~ $14.30	~~$13.00~~ $14.30
			12X-L	~~$13.00~~ $14.30	~~$13.00~~ $14.30	~~$13.00~~ $14.30	~~$13.00~~ $14.30	~~$13.00~~ $14.30
			13X-L	~~$13.00~~ $14.30	~~$13.00~~ $14.30	~~$13.00~~ $14.30	~~$13.00~~ $14.30	~~$13.00~~ $14.30
			14X-L	~~$13.00~~ $14.30	~~$13.00~~ $14.30	~~$13.00~~ $14.30	~~$13.00~~ $14.30	~~$13.00~~ $14.30
			15X-L	~~$13.00~~ $14.30	~~$13.00~~ $14.30	~~$13.00~~ $14.30	~~$13.00~~ $14.30	~~$13.00~~ $14.30

				Victory Supply
Item	**Unit**	**Description**	**Size**	**Unit Price**
2	Each	Inmate Jackets (unlined) (Average of 500 per year)	X-Sm	$17.66
			Small	$17.66
			Med	$17.66
			Large	$17.66
			X-L	$17.66
			1X-L	$17.66
			2X-L	$18.04
			3X-L	$19.29
			4X-L	$19.83
			5X-L	$20.35
			6X-L	$20.86

				Charm-Tex
Item	**Unit**	**Description**	**Size**	**Unit Price**
3	Each	Inmate Jackets (lined) (Average of 500 per year)	X-Sm	~~$19.90~~ $21.90
			Small	~~$19.90~~ $21.90
			Med	~~$19.90~~ $21.90
			Large	~~$19.90~~ $21.90
			X-L	~~$19.90~~ $21.90
			1X-L	~~$19.90~~ $21.90
			2X-L	~~$19.90~~ $21.90
			3X-L	~~$20.54~~ $22.54
			4X-L	~~$20.90~~ $22.90
			5X-L	~~$21.90~~ $23.90
			6X-L	~~$22.90~~ $24.90

Note: Size X-Small and Small are the same size.

					Bob Barker
Item	**Unit**	**Description**	**Color**	**Size**	**Unit Price**
4	Pair	Deck Shoe with Toecap (Average of 300 pair per year)	Navy Blue	5	~~$4.99~~ $5.49
			Navy Blue	6	~~$4.99~~ $5.49
			Navy Blue	7	~~$4.99~~ $5.49
			Navy Blue	8	~~$4.99~~ $5.49
			Navy Blue	9	~~$4.99~~ $5.49
			Navy Blue	10	~~$4.99~~ $5.49
			Navy Blue	11	~~$4.99~~ $5.49
			Navy Blue	12	~~$4.99~~ $5.49
			Navy Blue	13	~~$4.99~~ $5.49
			Navy Blue	14	~~$4.99~~ $5.49
			Navy Blue	15	~~$4.99~~ $5.49

				Bob Barker
Item	**Unit**	**Description**	**Size**	**Unit Price**
5	Pair	Leather Boot – Black (Average of 50 per year)	7	~~$19.99~~ $21.99
			8	~~$19.99~~ $21.99
			9	~~$19.99~~ $21.99
			10	~~$19.99~~ $21.99
			11	~~$19.99~~ $21.99
			12	~~$19.99~~ $21.99
			13	~~$19.99~~ $21.99
			14	~~$19.99~~ $21.99

					Bob Barker
Item	**Unit**	**Description**	**Color**	**Size**	**Unit Price**
6	Each	Mattress (Average of 300 per year)	No Color Specified	25"x75"x4.5"	~~$91.23~~ $100.35

					Charm-Tex
Item	**Unit**	**Description**	**Color**	**Size**	**Unit Price**
7	Each	Mattress Cover – Fabric (Average of 400 per year)	Blue	30" x 75" x 4"	$7.50

Note: Order by the dozen $89.90.

					Acme Supply
Item	**Unit**	**Description**	**Color**	**Size**	**Unit Price**
8	Each	Inmate Blanket (Average of 400 per year)	Blue	66"x90"	~~$7.00~~ $7.70

					Acme Supply
Item	**Unit**	**Description**	**Color**	**Size**	**Unit Price**
9	Doz.	Inmate Bath Towel (Average of 85 dozen per year)	White	30"x40"	~~$9.60~~ $10.56

					Charm-Tex
Item	**Unit**	**Description**	**Color**	**Size**	**Unit Price**
10	Each	Laundry Bag (Average of 100 per year)	White	18"x30"	$2.54

					Bob Barker
Item	**Unit**	**Description**	**Color**	**Size**	**Unit Price**
11	Each	Laundry Bag (mesh) (Average of 100 per year)	White	18" x 24"	~~$1.76~~ $1.94

Note: Sold per DZ

Victory Supply LLC
7025 Industrial Park Rd.
Mount Pleasant, TN 38474
Attn: Bruce Miller
Phone: (888) 376-1205
bids@victorysupplyinc.com

Charm-Tex
1618 Coney Island Ave.
Brooklyn, NY 11230
Attn: Stan Danzger
Phone: (718) 252-8100
stan@charm-tex.com

Bob Barker Company, Inc.
7925 Purfoy Road
Fuquay Varina, NC 27526
Attn: Ryan McNeill
Phone: (800) 334-9880
ryanmcneill@bobbarker.com

Acme Supply Co.
10 Cedar Swamp Rd, Suite 7
Glen Cove, NY 11542
Attn: Zaheer Sheik
Phone: (800) 567-8025
bn@acmesupply.us

ACME SUPPLY CO., LTD.
10 Cedar Swamp Road, Suite #7, Glen Cove, NY 11542
Ph: 800-567-8025 Fax: 800-567-8026 Website:www.acmesupply.us

December 4, 2025

Cindy Greene, CTCD, CTCM
Contract Specialist
Jefferson County, Texas
409-835-8793

RE: Contract Renewal (IFB 23-057/MR), Term Contract for Inmate Clothing and Supplies for Jefferson County

Good afternoon,

Thank you for your willingness to extend the contract.

Acme would be happy to renew the contract for IFB 23-057/MR; however, we respectfully request a price increase on our awarded items of 10%.

The current tariff costs have increased by an additional 19%; however, because of our long-lasting working relationship, we are willing to compromise the increase to 10% to ensure that your agency can still receive the goods it needs, even though Acme will have a 9% loss.

This change would, in turn update the prices as follows:
Coveralls - New Price: $14.30
Blankets - New Price: $7.70
Bath Towels - New Price: $10.56

Is this something that the county would consider?

Please let me know at your earliest convenience.

Thank you,

Zaheer Sheik
Owner / President
Acme Supply Co., LTD

COPOLTEX

4895 STONE OAK DR, BAUMONT TEXAS 77705
PH # 409-998-9185 email : info@copoltex.com

Date : 14th Aug, 2025

TO : ACME SUPPLY

Subject: Price Adjustment Notification

Good Afternoon,

I hope this message finds you well. I regret to inform you that we need to adjust the prices for the linen & clothings with your next order.

Due to the tariff increases imposed by the US federal government, in accordance with Executive Order 14257 issued by President Trump and the administration, please note that moving forward, we will have to increase our prices by 19% for all linen & clothing products until further notice.

If you have any questions or concerns, please don't hesitate to reach out.

Thanks NASH – COO
COPOLTEX

BobBarker

December 31st, 2025

Jefferson County

IFB 23-057/MR

Term Contract for Inmate Clothing and Supplies for Jefferson County

RE: Request for Pricing Increase

To whom is may concern:

Bob Barker Company, just like all other companies, was hit hard with cost increases when the tariffs went into place earlier this year and throughout the rest of 2025. Due to these increases, we will need to request cost increases on the items on the contract between our company and Jefferson County for Inmate Clothing and Supplies. Below you will find the items that require a 10% increases. I am also including a letter from our shoe manufacturer showing the notice we received for the tariff increases. As far as the mattresses and laundry bags, we manufacture those ourselves and incurred the cost increases on the materials used for these items but would not have a letter as we make those in house. If you should have any questions, please do not hesitate to ask. Thank you for your consideration.

FCNST41-NV-5
FCNST41-NV-6
FCNST41-NV-7
FCNST41-NV-8
FCNST41-NV-9
FCNST41-NV-10
FCNST41-NV-11
FCNST41-NV-12
FCNST41-NV-13
FCNST41-NV-14
FCNST41-NV-15
CTGPD-7
CTGPD-8
CTGPD-9
CTGPD-10
CTGPD-11
CTGPD-12
CTGPD-13
SS257545RSP
E1824

BobBarker

December 31st, 2025

Sincerely,

Ryan McNeill

Ryan McNeill

Contract Capture Analyst

Bob Barker Company, Inc.

RyanMcNeill@bobbarker.com

(p): (919) 346-2172

Mandatory Pricing Update Due to Government Tariffs

SHENYANG CREATIVE INTERNATIONAL TRADING COMPANY LTD

May 8, 2025

To Whom It May Concern:

This letter serves to confirm that SHENYANG CREATIVE INTERNATIONAL TRADING COMPANY LTD has experienced a direct increase in costs due to the implementation of additional tariffs imposed by the U.S. government in early April 2025.

Specifically, the tariffs on all product categories were increased to 145%. This adjustment has resulted in an approximately 130% rise in the prices of all products.

As a valued partner, we have endeavored to absorb a portion of these additional expenses to minimize the impact on pricing. However, the sustained tariff burden necessitates adjustments to our pricing structure to ensure continued adherence to quality and delivery standards.

We appreciate your understanding and remain committed to working collaboratively to navigate these challenges.

Sincerely,

Sichuan Zhang
General Manager
SHENYANG CREATIVE INTERNATIONAL TRADING COMPANY LTD
sichuan@sycit.com

PROF 26-003/DC

The LaBiche
ARCHITECTURAL GROUP, INC.

Dohn H. LaBiche, FAIA - Principal
Greg Wall, AIA - Principal

7999 Gladys Avenue, Suite 101
Beaumont, Texas 77706
(409) 860-0197 • Fax (409) 860-0198

January 7, 2026

Jefferson County Commissioner's Court
Mrs. Deb Clark, Purchasing Dept.
1001 Pearl Street
Beaumont, Texas 77701

Project: Jefferson County Courthouse Roofing Repairs

Re: Proposal for Architectural Services

Dear Mrs. Clark,

We appreciate the opportunity to submit this proposal for Architectural Services for the referenced project for your approval. The LaBiche Architectural Group, Inc. (hereinafter "Architect") shall provide to Jefferson County Commissioners Court, (hereinafter "Client") the services described below for the compensation described below. This proposal is based upon our experience with roofing projects of a similar type.

PROJECT INFORMATION:
The project, as we understand it, is:

1. Architect shall provide Construction Documents for repairs to parapet caps and base flashings as enumerated in the attached YA Group, Job #CS-20230559, dated February 18, 2024.

2. Architect is to provide services for:
   a. Removal and replacement of existing parapet caps and base flashing located on roof levels A-H as shown on page 7 of the YA Group report.
   b. Design will meet Texas Department of Insurance windstorm requirements.

SCOPE OF WORK:
The Architect shall perform those services described below:

1. Prepare Construction Documents for Roofing Repairs at the Jefferson County Courthouse, 1001 Pearl Street, Beaumont, TX 77701.

3. Provide Bidding and Construction Administration services for project.

Architectural Proposal for Roofing Repairs
Jefferson County Courthouse

COMPENSATION:
The scope of work outlined above will be performed for a fixed fee of **Thirty Thousand Dollars ($30,000.00)**, plus reimbursable expenses and distributed as follows:

- Additional Services requested by Client will be charged hourly per the fee schedule attached.
- Reimbursable expenses shall include all printing required for the project. Other expenses shall be approved by Owner prior to expenditures. Cost of reimbursable expenses shall be billed at direct cost of the expenditure.

We have assembled this proposal based on our understanding of the specific needs related to this project. If you are in agreement with the terms and qualifications of this proposal, please sign one copy and return to us. We are extremely interested in working with you on this project and look forward to hearing back from you.

Respectfully,

Dohn H. LaBiche, FAIA

Approved By:

Name

Date 01/13/2026

COMMISSIONERS COURT
JEFFERSON COUNTY, TEXAS

ATTEST Judy Gunnell
DATE 1/13/26

Architectural Proposal for Roofing Repairs
Jefferson County Courthouse

HOURLY RATE SCHEDULE

PERSONNEL	HOURLY RATE*
Principal	250.00
Senior Project Architect	200.00
Project Architect	175.00
Intern Architect II	125.00
Draftsman	100.00
Secretarial	75.00

*The rates for services of the Architect as set forth in this Agreement shall be adjusted in accordance with their normal salary review practices.

The Texas Board of Architectural Examiners has jurisdiction over complaints regarding the professional practices of persons registered as architects in Texas.

Texas Board of Architectural Examiners
P.O. Box 12337
Austin, TX 78711-2337
Telephone: (512) 305-9000 / Fax: (512) 305-8900

YA Group

Insured:	Jefferson County - Old Courthouse
Property:	1149 Pearl St. Beaumont, TX

Claim Rep.:	Lloyd Rainey	Business:	(512) 694-2587
Position:	Exec. General Adjuster	E-mail:	lloyd.rainey@mclarens.com
Company:	McLarens		

Estimator:	Chris Hartman	Business:	(210) 391-0355
Position:	Partner	E-mail:	chartman@yagroup.com
Company:	YA Group		

Claim Number: MCL: 016.013906.MI **Policy Number:** **Type of Loss:** Hail

Date of Loss:	6/10/2023 12:00 AM	Date Received:	
Date Inspected:	8/9/2023 12:00 AM	Date Entered:	9/14/2023 12:16 PM

Price List:	TXBM8X_DEC24 Restoration/Service/Remodel
Estimate:	JC_OLD_COURT-V2

YA Job #: CS-20230559

Estimate Date: 2/18/2024 (Pricelist Updated)

The scope and estimate contained in this document are based upon the actual damages viewed by YOUNG & Associates. This document does not contain any repair cost for hidden damages that may be discovered during the construction period. Nor does it include any allowance for hazardous materials, abatement, or Building Code compliance upgrades unless specifically noted. This scope and estimate is based on all work being performed during normal working hours. No allowance has been made for overtime. This scope of work is based on a repair/replacement basis utilizing Xactimate software and Xactimate pricing but may be augmented based on local market conditions for labor and materials, submitted bids, or incurred invoicing. The depreciation, if applied, is based on the relative age and/or condition of the building items being replaced as directed by the Insurance Carrier.

This document does not constitute a settlement of any insurance claim and all estimates contained herein are subject to insurance company review, approval, or use. Any questions concerning your insurance policy, policy language, policy coverage, or claims payments should be directed to your Adjuster or Insurance Carrier. YOUNG & Associates does not have authority to authorize any work or guarantee any payment for repairs made to the buildings or structures. YOUNG & Associates does not assume any responsibility for the sufficiency or quality of any repairs made.

The intent of this document and estimate is to show repair quantities based on restoring the project to its pre-loss condition. Discrepancies should be brought to our attention in order to come to an agreed scope of repairs.

The deductible has not been applied in the estimate.

YA Group

JC_OLD_COURT-V2

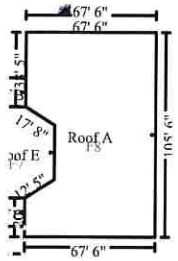
General Conditions

DESCRIPTION	QTY
SUPERVISION AND LABOR	
1. Commercial Supervision / Project Management - per hour	80.00 HR
Direct supervision for roof replacement based on a project duration of (2) weeks. Supervisor will also act as safety supervisor for roofing operations.	
2. General Laborer - per hour	80.00 HR
General site cleanup	
DEBRIS DISPOSAL	
3. Dumpster load - Approx. 40 yards, 7-8 tons of debris	3.00 EA
Miscellaneous construction debris.	
TEMPORARY ITEMS AND EQUIPMENT	
4. Temporary toilet - Minimum rental charge	1.00 EA
5. Temporary hand washing station - Minimum rental charge	1.00 EA
6. Telehandler/forklift (per week) - no operator	2.00 WK
7. Dump bucket for forklift - based on a reate of $1,862.69/month	0.25 MO
8. Temporary fencing - 1-4 months (per month)	200.00 LF
9. Boom or spider lift - 50'-60' reach (per week)	2.00 WK
10. Rental equipment delivery / mobilization (Bid item)	2.00 EA

NOTES:

Roof

YA Group

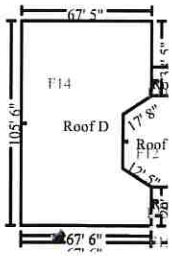


Roof A

6554.39 Surface Area
329.07 Total Perimeter Length
65.54 Number of Squares

DESCRIPTION	QTY
Repair the north and west facing roof parapet flashings (North = 106 LF, West = 68 LF).	
11. Tear off, haul and dispose of gravel ballast	10.44 SQ
12. Built-up roofing - scratch, flood and re-gravel	10.44 SQ
13. Flash parapet wall only - bitumen - over 3' up to 6'	174.00 LF
14. Membrane roofing - cant strips - perlite	174.00 LF
15. Flashing - copper	174.00 LF
16. Counterflashing - Apron flashing - copper	174.00 LF
17. Cap flashing - large	174.00 LF
18. Roof scupper - aluminum	3.00 EA
19. Roof drain cover - Detach & reset	3.00 EA
20. Lightning protection system - Detach & reset	1.00 EA
21. Roofer - per hour	8.00 HR
22. Roofing - General Laborer - per hour	16.00 HR

NOTES:



Roof D

6554.39 Surface Area
329.07 Total Perimeter Length
65.54 Number of Squares

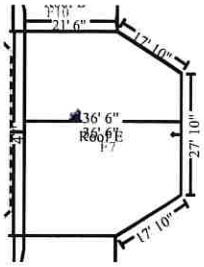
DESCRIPTION	QTY
Repair the north and west facing roof parapet flashings (North = 68 LF, West = 127 LF).	
23. Tear off, haul and dispose of gravel ballast	11.70 SQ

YA Group

CONTINUED - Roof D

DESCRIPTION	QTY
24. Built-up roofing - scratch, flood and re-gravel	11.70 SQ
25. Flash parapet wall only - bitumen - up to 3'	71.00 LF
26. Flash parapet wall only - bitumen - over 3' up to 6'	124.00 LF
27. Membrane roofing - cant strips - perlite	195.00 LF
28. Flashing - copper	195.00 LF
29. Counterflashing - Apron flashing - copper	195.00 LF
30. Cap flashing - large	195.00 LF
31. Roof scupper - aluminum	2.00 EA
32. Roof drain cover - Detach & reset	2.00 EA
33. Lightning protection system - Detach & reset	1.00 EA
34. Roofer - per hour	8.00 HR
35. Roofing - General Laborer - per hour	16.00 HR

NOTES:



Roof E

1571.52 Surface Area
106.51 Total Perimeter Length
15.72 Number of Squares

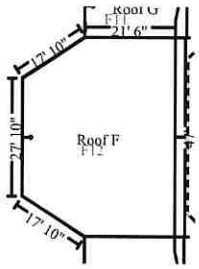
DESCRIPTION	QTY
Repair the north and west facing roof parapet flashings (North = 22 LF, West = 64 LF).	
36. Tear off, haul and dispose of gravel ballast	5.16 SQ
37. Built-up roofing - scratch, flood and re-gravel	5.16 SQ
38. Flash parapet wall only - bitumen - up to 3'	86.00 LF
39. Membrane roofing - cant strips - perlite	86.00 LF

YA Group

CONTINUED - Roof E

DESCRIPTION	QTY
40. Flashing - copper	86.00 LF
41. Counterflashing - Apron flashing - copper	86.00 LF
42. Cap flashing - large	86.00 LF
43. Roof scupper - aluminum	1.00 EA
44. Roof drain cover - Detach & reset	1.00 EA
45. Lightning protection system - Detach & reset	1.00 EA
46. Roofer - per hour	5.00 HR
47. Roofing - General Laborer - per hour	10.00 HR

NOTES:



Roof F

1571.54 Surface Area
106.51 Total Perimeter Length
15.72 Number of Squares

DESCRIPTION	QTY
Repair the north facing roof parapet flashings (North = 47 LF).	
48. Tear off, haul and dispose of gravel ballast	2.82 SQ
49. Built-up roofing - scratch, flood and re-gravel	2.82 SQ
50. Flash parapet wall only - bitumen - up to 3'	47.00 LF
51. Membrane roofing - cant strips - perlite	47.00 LF
52. Flashing - copper	47.00 LF
53. Counterflashing - Apron flashing - copper	47.00 LF
54. Cap flashing - steel - large	47.00 LF
55. Lightning protection system - Detach & reset	1.00 EA

YA Group

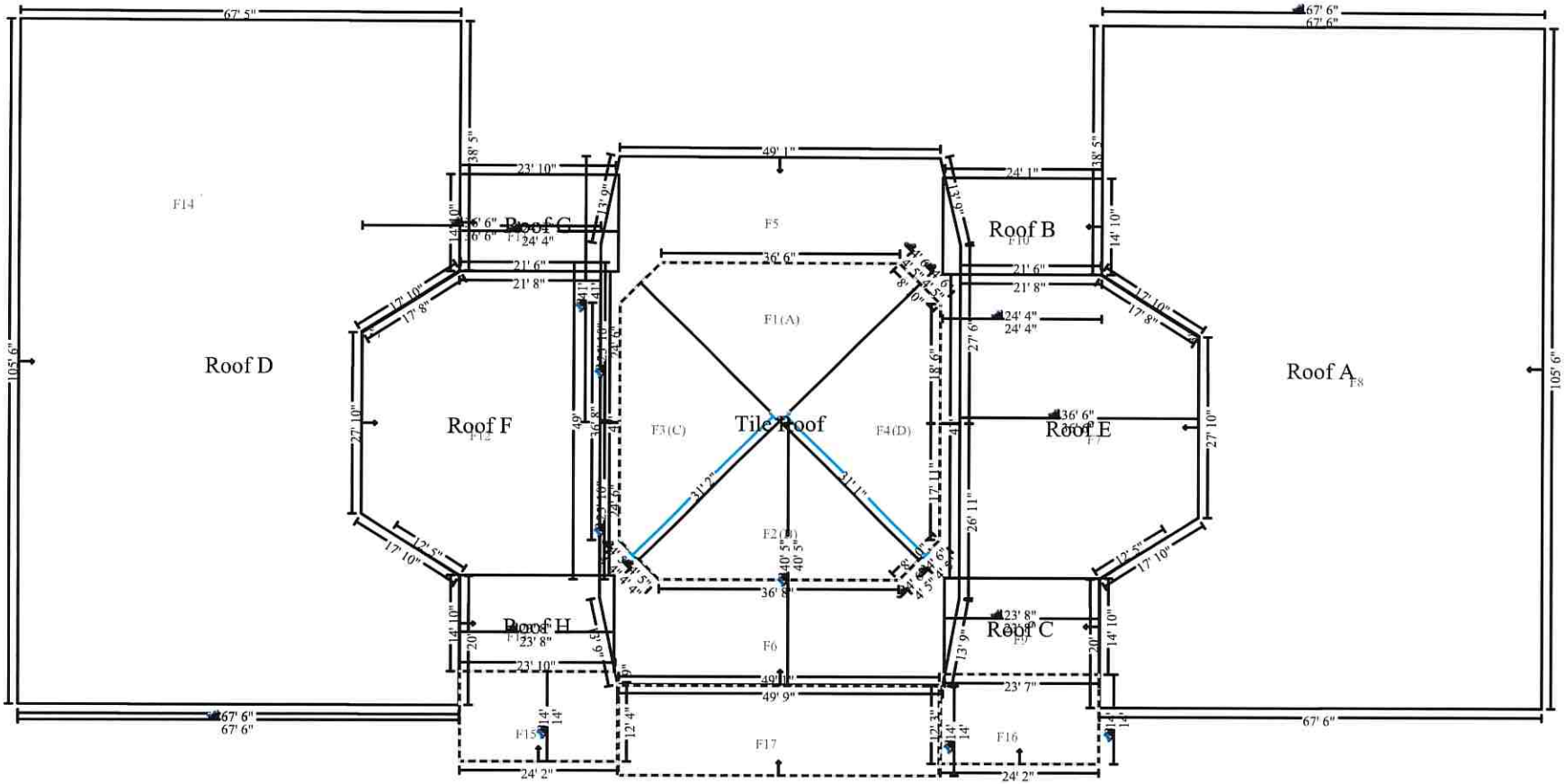
CONTINUED - Roof F

DESCRIPTION	QTY
56. Roofer - per hour	5.00 HR
57. Roofing - General Laborer - per hour	10.00 HR
58. Comb and straighten a/c condenser fins - with trip charge	1.00 EA

NOTES:

Grand Total Areas:

0.00	SF Walls	0.00	SF Ceiling	0.00	SF Walls and Ceiling
0.00	SF Floor	0.00	SY Flooring	0.00	LF Floor Perimeter
0.00	SF Long Wall	0.00	SF Short Wall	0.00	LF Ceil. Perimeter
0.00	Floor Area	0.00	Total Area	0.00	Interior Wall Area
45,149.35	Exterior Wall Area	0.00	Exterior Perimeter of Walls		
23,472.45	Surface Area	234.72	Number of Squares	1,641.43	Total Perimeter Length
0.00	Total Ridge Length	124.35	Total Hip Length		


Roof D
Roof F
Roof G
Roof H
Tile Roof
Roof B
Roof E
Roof C
Roof A
F14
F12
F13
F5
F10
F1(A)
F3(C)
F4(D)
F2(B)
F7
F8
F6
F9
F15
F17
F16
67' 5"
67' 6"
67' 6"
105' 6"
105' 6"
38' 5"
23' 10"
49' 1"
24' 1"
38' 5"
36' 6"
21' 6"
21' 8"
24' 4"
24' 4"
17' 10"
17' 8"
27' 10"
27' 6"
14' 10"
17' 10"
17' 8"
31' 2"
31' 1"
40' 5"
40' 5"
36' 6"
23' 8"
23' 10"
49' 9"
49' 9"
23' 7"
20'
14' 10"
12' 5"
17' 10"
12' 4"
24' 2"
24' 2"
67' 6"
67' 6"

N

Roof

342

Sketch Roof Annotations

Roof Face	Square Feet	Number of Squares	Slope - Rise / 12
F1	612.13	6.12	4.00
F2	612.67	6.13	4.00
F3	612.67	6.13	4.00
F4	612.13	6.12	4.00
F5	1,040.11	10.40	0.00
F6	1,040.47	10.40	0.00
F7	1,571.52	15.72	0.00
F8	6,554.39	65.54	0.00
F9	330.28	3.30	0.00
F10	333.43	3.33	0.00
F11	332.67	3.33	0.00
F12	1,571.54	15.72	0.00
F13	331.45	3.31	0.00
F14	6,554.39	65.54	0.00
F15	338.04	3.38	0.00
F16	337.55	3.38	0.00
F17	686.99	6.87	0.00
Estimated Total:	**23,472.45**	**234.72**	

JEFFERSON COUNTY PURCHASING DEPARTMENT
Deborah Clark, Purchasing Agent

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

MEMORANDUM

To: Commissioners' Court

From: Deborah Clark
Purchasing Agent

Date: January 13, 2026

Re: Surplus Property Auction

Consider and approve, execute, receive and file an auction of surplus property as authorized by Local Government Code §263.152 (a) (1) by Horn's Auction, Inc. The auction is schedule for Saturday, February 7, 2026 at 9:00 a.m.

Thank you.

JEFFERSON COUNTY, TEXAS
1149 PEARL STREET
BEAUMONT, TX 77701

SURPLUS PROPERTY SALE
HORN AUCTION
February 7, 2026

DEPARTMENT	DESCRIPTION OF PROPERTY	SERIAL NO.	ASSET NO.
DISTRICT ATTORNEY	METAL COAT RACK		12549
DISTRICT ATTORNEY	BROWN TABLE W/METAL LEGS		1506
DISTRICT ATTORNEY	4-DRAWER FILE CABINET		12168
DISTRICT ATTORNEY	4-DRAWER FILE CABINET		12489
DISTRICT ATTORNEY	4-DRAWER FILE CABINET		12054
DISTRICT ATTORNEY	4-DRAWER FILE CABINET		12089
DISTRICT ATTORNEY	4-DRAWER FILE CABINET		
DISTRICT ATTORNEY	4-DRAWER FILE CABINET		
contact person: Dan'na Rouse			
DISTRICT CLERK	TALL CORNER TABLE		
DISTRICT CLERK	BROWN BOOKSHELF		
DISTRICT CLERK	(2) BROWN BOOKSHELVES		
DISTRICT CLERK	SMALL BROWN BOOKSHELF		
DISTRICT CLERK	METAL TABLE		
DISTRICT CLERK	(2) CHAIRS		
DISTRICT CLERK	(2) LARGE BOOKSHELVES		
contact person: Damaris Miranda			
ROAD & BRIDGE PCT. 1	1996 FREIGHTLINER TRUCK (UNIT C-16)	1FUYDCYB9TH881147	25320
ROAD & BRIDGE PCT. 1	2015 FORD F-750 SUPER TRUCK (UNIT C-20)	3FRWF7FL2FV730272	35329
contact person: Lori Fountain			

ATTEST Judy Gunnell
DATE 1/13/26 Approved by Commissioners' Court:

COMMISSIONERS COURT
JEFFERSON COUNTY, TEXAS

JEFFERSON COUNTY, TEXAS
1149 PEARL STREET
BEAUMONT, TX 77701

SURPLUS PROPERTY SALE
HORN AUCTION
February 7, 2026

DEPARTMENT	DESCRIPTION OF PROPERTY	SERIAL NO.	ASSET NO.
SHERIFF - NARCOTICS	2016 TOYOTA TACOMA	5TFAZ5CN2GX002526	25497
SHERIFF - PATROL	2017 FORD EXPLORER	1FM5K8AR9HGB34029	36366
CONSTABLE PCT. 2	2013 CHEVROLET TAHOE	1GNLC2E02DR35304	34662
DISTRICT ATTORNEY	2022 NISSAN TITAN	1N6AA1EEXNN105986	37363
contact person: Joe Zurita			

ATTEST Judy Grinnell
DATE 1/13/26

Approved by Commissioners' Court: _____

COMMISSIONERS COURT
JEFFERSON COUNTY, TEXAS

JEFFERSON COUNTY PURCHASING DEPARTMENT
Deborah Clark, Purchasing Agent

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

MEMORANDUM

To: Commissioners' Court

From: Deborah Clark
Purchasing Agent

Date: January 13, 2026

Re: Disposal of Scrap Property

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

Thank you.

JEFFERSON COUNTY, TEXAS
1149 PEARL STREET
BEAUMONT, TX 77701

DISPOSAL OF SCRAP MATERIALS

January 13, 2026

DEPARTMENT	DESCRIPTION OF PROPERTY	VIN	ASSET NO.
CORRECTIONAL FACILITY	(6) MICROWAVES		
CORRECTIONAL FACILITY	(6) HOTPOTS		
CORRECTIONAL FACILITY	COPPER PIPES		
CORRECTIONAL FACILITY	CHAIN LINK FENCE		
CORRECTIONAL FACILITY	LARGE ELECTRICAL SWITCH BOXES		
CORRECTIONAL FACILITY	(5) FILING CABINETS		
CORRECTIONAL FACILITY	CONDENCING HEAT EXCHANGER		
CORRECTIONAL FACILITY	PORTABLE A/C UNIT		
CORRECTIONAL FACILITY	(3) LOCKERS		
CORRECTIONAL FACILITY	(2) COMMERCIAL WASHERS		
CORRECTIONAL FACILITY	AIR COMPRESSOR		
CORRECTIONAL FACILITY	(3) COMMERCIAL DRYERS		
CORRECTIONAL FACILITY	REBAR		
CORRECTIONAL FACILITY	COPPER PIPING		
CORRECTIONAL FACILITY	LARGE ELECTRICAL BREAKER BOX		
CORRECTIONAL FACILITY	5'X'5'X4' BOX OF BRASS CASINGS		
contact person: Captain K. Harrell			

ATTEST Judy Kinnell
DATE 1/13/26

COMMISSIONERS COURT
JEFFERSON COUNTY, TEXAS

Approved by Commissioners' Court:

MEMORANDUM

TO: COMMISSIONERS COURT

FROM: 252ND DISTRICT COURT, THE HONORABLE JUDGE R. WEST

SUBJECT: BUDGET TRANSFER

DATE: 01/06/2026

Budget adjustment –252nd District Court– Additional cost of video cameras and webcam and additional cost of courtroom chair.

120-2037-412.30-84	Minor Equipment	$3,843	
120-2037-412.10-95	Education Pay		$3,843

CA 1/6/26 (part of this is for chairs requested in 2024)

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

Hardware Software Services IT Solutions Brands Research Hub

QUOTE CONFIRMATION

SHELDON JENKINS,

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

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

Convert Quote to Order

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
1CJJTH4	1/6/2026	252ND	2735480	$1,252.91

QUOTE DETAILS

ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
Logitech PTZ Pro 2 USB HD 1080P Video Camera for Conference Rooms Mfg. Part#: 960-001184 UNSPSC: 45121506 Contract: Texas Misc IT HW Peri and Components DIR-CPO-5093 (DIR-CPO-5093)	2	4630669	$571.86	$1,143.72
Logitech Webcam C925e - webcam Mfg. Part#: 960-001075 UNSPSC: 45121520 Contract: Texas Misc IT HW Peri and Components DIR-CPO-5093 (DIR-CPO-5093)	1	4117607	$109.19	$109.19

SUBTOTAL	$1,252.91
SHIPPING	$0.00
SALES TAX	$0.00
GRAND TOTAL	$1,252.91

PURCHASER BILLING INFO

Billing Address:
JEFFERSON COUNTY
1149 PEARL ST FL 6
BEAUMONT, TX 77701-3638
Phone: (409) 835-8447
Payment Terms:

DELIVER TO

Shipping Address:
JEFFERSON COUNTY
ATTN: SHELDON JENKINS
1149 PEARL ST
6TH FLOOR MIS
BEAUMONT, TX 77701
Phone: (409) 835-8447
Shipping Method: UPS Ground

Please remit payments to:

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



Sales Contact Info

Eddie Forsythe | (877) 501-2975 | eddie.forsythe@cdwg.com

Need Help?

My Account | Support | Call 800.800.4239

About Us | Privacy Policy | Terms and Conditions

This order is subject to CDW's Terms and Conditions of Sales and Service Projects at
http://www.cdwg.com/content/terms-conditions/product-sales.aspx
For more information, contact a CDW account manager.

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Texas Department of Criminal Justice
Texas Correctional Industries
E-mail tci@tdcj.texas.gov
Phone # 800-833-4302

Invoice

Date	8/26/2025
Invoice #	UI 532723
S.O. No.	95583
P.O. No.	
090944	
Customer Ref No	
94162	

Bill To

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

Account # B223100

Ship To

Jefferson County
1001 Pearl 2nd Floor
Beaumont, TX 77701

Item Code	Description	QTY	Price	U/M	Amount
425-00-Custom	Custom Furniture Chair, Square, Button Back Stain: Mahogany Jamestown Vinyl	4	627.50	ea	2,510.00
Install	Installation	4	20.00	ea	80.00

AUDITOR'S OFFICE
AUG 12 2025
ACCOUNTS PAYABLE

8/13/25

Total $2,590.00

Remit To:
TDCJ Cashier
P.O. Box 4015
Huntsville, Texas 77342-4015

RTI# 090125
Interest # 033101
Vendor # 36966966966007
Terms: Net 45 Days from Date of Invoice

Resale of any item on the open market is a violation of §497.010, Texas Government Code.

GM201I05 Jefferson County 1/06/26
Encumbrance Transaction 08:33:52

Group number . . . . . : 6292 ENCUMB/ROLLOVER LIQ
Accounting period . . . : 14/2024 mm/yyyy
Posting date . . . . . : 11/21/2024 mm/dd/yyyy

Transaction information:
Transaction date . . . . : 09/30/2024 mm/dd/yyyy
PO number . . . . . : 090944
Account number . . . . . : 120-2037-412.30-84 MINOR EQUIPMENT
Project number . . . . . :
Encumbered amount . . . : .00
Liquidated amount . . . : 2,590.00
Vendor number . . . . . : 150517 TEXAS CORRECTIONAL INDUSTRIES
Description 1 . . . . . : PRIOR YR ENCUMB
Description 2 . . . . . :
Transaction type code . :

Press Enter to continue.

F3=Exit F12=Cancel F15=Group Inquiry F20=Imaging

```
PI310I01                    JEFFERSON COUNTY, TEXAS                    1/06/26
                             Purchase Order Inquiry                    08:34:40
P.O. Number :   090944
 Change nbr :       1  Date :  11/26/24 PURC010    Ordered . . :           .00
     Status :   9 CANCELLED                        Invoiced    :           .00
     Type   :   P PURCHASE ORDER                   Liquidated  :           .00
     Date   :   11/30/23                           Balance . . :           .00
Vendor :  150517 TEXAS CORRECTIONAL INDUSTRIES   Last rec :  0/00/00
Ship to  . . : J1 DISTRICT COURT - 252ND         Last inv :  0/00/00
Invoice to . : AA AUDITING                          Freight amt :
Buyer  . . . : DEB CLARK                            Adjustment  :
Confirm by   :                                      Sales tax   :     0.00%
Ship via . . :
F.O.B. . . . :                                      Addt'l tax  :     0.00%
Freight  . . :                                      Retainage % :     0.00%
Contract nbr :                                      Deliver by  :    3/01/24
          Payment Discount :     0.00%       Order Discount    :     0.00%
Terms :   Nbr days disc due :         Net :     User ID . . :    PURC010
Requisition Nbr :   0000094162   Date :   11/29/23  Date posted :   11/30/23
           By  :   DEB CLARK                       Acct nbr :   12020374123084
                                                             Project  :
F2=Items   F3=Exit   F8=Remarks   F9=Invoices   F12=Cancel   F13=Vendor inquiry
                     F16=Rec/Inv Comments  F18=Receipt Inq    F24=More Keys
```

AMENDMENT NO. 6 TO
GLO CONTRACT NO. 20-065-121-C408

THE GENERAL LAND OFFICE (the "GLO") and **JEFFERSON COUNTY** ("Subrecipient"), each a "Party" and collectively "the Parties" to GLO Contract No. 20-065-121-C408 (the "Contract"), desire to amend the Contract.

WHEREAS, the Parties desire to extend the Contract term; and

WHEREAS, the Parties desire to revise the Revised Federal Assurances and Certifications, the Revised General Affirmations, the Revised Nonexclusive List of Applicable Laws, Rules, and Regulations, and the GLO Information Security Appendix for Subrecipients to reflect updated terms; and

WHEREAS, these revisions will result in no additional encumbrance of Contract funds;

NOW, THEREFORE, the Parties hereby agree as follows:

1. **SECTION 3.01** of the Contract is amended to reflect a termination date of **June 30, 2026**.

2. **ATTACHMENT B-1** to the Contract, **Revised Federal Assurances and Certifications**, is deleted in its entirety and replaced with the **Revised Federal Assurances and Certifications**, attached hereto and incorporated herein in its entirety for all purposes as **ATTACHMENT B-2**.

3. **ATTACHMENT C-4** to the Contract, **Revised General Affirmations**, is deleted in its entirety and replaced with the **Revised General Affirmations**, attached hereto and incorporated herein in its entirety for all purposes as **ATTACHMENT C-5**.

4. **ATTACHMENT D-3** to the Contract, **Revised Nonexclusive List of Applicable Laws, Rules, and Regulations**, is deleted in its entirety and replaced with the **Revised Nonexclusive List of Applicable Laws, Rules, and Regulations**, attached hereto and incorporated herein in its entirety for all purposes as **ATTACHMENT D-4**.

5. **ATTACHMENT G** to the Contract, **GLO Information Security Appendix for Subrecipients**, is deleted in its entirety and replaced with the **GLO Information Security Appendix**, attached hereto and incorporated herein in its entirety for all purposes as **ATTACHMENT G-1**.

6. This Amendment shall be effective upon the earlier of the date of the last signature hereto or December 31, 2025.

7. The terms and conditions of the Contract not amended herein shall remain in force and effect.

SIGNATURE PAGE FOLLOWS

Docusign Envelope ID: 8308D4E4-24AB-4928-9664-CD4E4CD79FDF

SIGNATURE PAGE FOR AMENDMENT NO. 6 TO
GLO CONTRACT NO. 20-065-121-C408

GENERAL LAND OFFICE	**JEFFERSON COUNTY**
Jennifer G. Jones	Name: Jeff Branick
Chief Clerk and Deputy Land Commissioner	Title: County Judge
Date of execution: _____	Date of execution: _____

OGC DS gm

PM DS JS

SDD DS HL

DGC DS MB

GC DS JG

DCC DS AP

ATTACHED TO THIS AMENDMENT:

ATTACHMENT B-2: Revised Federal Assurances and Certifications

ATTACHMENT C-5: Revised General Affirmations

ATTACHMENT D-4: Revised Nonexclusive List of Applicable Laws, Rules, and Regulations

ATTACHMENT G-1: GLO Information Security Appendix

ASSURANCES - CONSTRUCTION PROGRAMS

OMB Approval No. 4040-0009
Expiration Date: 06/30/2028

Public reporting burden for this collection of information is estimated to average 15 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 (0348-0042), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the Awarding Agency. Further, certain Federal assistance awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of the project described in this application.

2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, the right to examine all records, books, papers, or documents related to the assistance; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.

3. Will not dispose of, modify the use of, or change the terms of the real property title, or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the Federal interest in the title of real property in accordance with awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure nondiscrimination during the useful life of the project.

4. Will comply with the requirements of the assistance awarding agency with regard to the drafting, review and approval of construction plans and specifications.

5. Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progressive reports and such other information as may be required by the assistance awarding agency or State.

6. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.

7. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.

8. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards of merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).

9. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.

10. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C.§794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

11. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal and federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.

12. Will comply with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

13. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333) regarding labor standards for federally-assisted construction subagreements.

14. Will comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is $10,000 or more.

15. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).

16. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

17. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (Identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).

18. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."

19. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

20. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE County Judge
APPLICANT ORGANIZATION Jefferson County	DATE SUBMITTED

SF-424D (Rev. 7-97) Back

THIS FORM MUST BE EXECUTED

CERTIFICATION REGARDING LOBBYING
COMPLIANT WITH APPENDIX A TO 24 C.F.R. PART 87*

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.

Statement for Loan Guarantees and Loan Insurance:

The undersigned states, to the best of his or her knowledge and belief, that: If any 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 commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. Submission of this statement 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 statement shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above applicable certification.

NAME OF APPLICANT	AWARD NUMBER AND/OR PROJECT NAME
Jefferson County	20-065-121-C408

PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

Jeff Branick	County Judge

SIGNATURE	DATE

* 24 C.F.R. 87 App. A, available at https://www.gpo.gov/fdsys/granule/CFR-2011-title24-vol1/CFR-2011-title24-vol1-part87-appA. Published Apr. 1, 2011. Accessed Aug. 1, 2018.

Disclosure of Lobbying Activities

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

OMB Number: 4040-0013
Expiration Date: 06/30/2028

1. *Type of Federal Action:	2. *Status of Federal Action:	3. *Report Type:
____ a. contract	____ a. bid/offer/application	____ a. initial filing
____ b. grant	____ b. initial award	____ b. material change
____ c. cooperative agreement	____ c. post-award	
____ d. loan		
____ e. loan guarantee		
____ f. loan insurance		

4. Name and Address of Reporting Entity:
____ Prime ____Subawardee
*Name: _____
*Street 1: _____ Street 2: _____
*City: _____ State: _____ Zip: _____
Congressional District, *if known*: _____

5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:

6. Federal Department/Agency:	7. Federal Program Name/Description: Assistance Listing Number, *if applicable*: ___
8. Federal Action Number, *if known:*	9. Award Amount, *if known:* $

10. a. Name and Address of Lobbying Registrant
Prefix_____ *First Name_____ Middle Name _____
*Last Name _____ Suffix _____
*Street 1: _____ Street 2: _____
*City: _____ State: _____ Zip: _____

b. Individual Performing Services *(including address if different from No. 10a)*
Prefix_____ *First Name_____ Middle Name _____
*Last Name _____ Suffix _____
*Street 1: _____ Street 2: _____
*City: _____ State: _____ Zip: _____

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:** _____

***Name: Prefix**_____ ***First Name**_____ **Middle Name** _____
***Last Name** _____ **Suffix** _____
Title: _____ **Telephone No.:** _____ **Date:** _____

Federal Use Only:	**Authorized for Local Reproduction** **Standard Form - LLL (Rev. 7-97)**

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

This disclosure form shall be completed by the reporting entity, whether subawardee 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.

Federal Agency Form Instructions Form Identifiers	Information
Agency Owner	Grants.gov
Form Name	Disclosure of Lobbying Activities (SF-LLL)
Form Version Number	2.0
OMB Number	4040-0013
OMB Expiration Date	06/30/2028

Field Number	Field Name	Required or Optional	Information
1.	*Type of Federal Action:	Required	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. This field is required.
2.	*Status of Federal Action	Required	Identify the status of the covered Federal action. This field is required.
2-a.	a. Bid/Offer/ Application	Check if applicable	Click if the Status of Federal Action is a bid, an offer or an application.
2-b.	b. Initial Award	Check if applicable	Click if the Status of Federal Action is an initial award.
2-c.	c. Post-Award	Check if applicable	Click if the Status of Federal Action is a post-award.
3.0	*Report Type	Required	Identify the appropriate classification of this report.
3-a.	a. Initial filing	Check if applicable	Check if Initial filing.
3-b.	b. Material change	Check if applicable	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 previously submitted report by this reporting entity for this covered Federal action. This field is required.
	Material Change Year	Conditionally Required	If this is a follow up report caused by a material change to the information previously reported, enter the year in which the change occurred.
	Material Change Quarter	Conditionally Required	If this is a follow up report caused by a material change to the information previously reported, enter the quarter in which the change occurred.
	Material Change Date of Last Report	Conditionally Required	Enter the date of the previously submitted report by this reporting entity for this covered Federal action.
4.	Name and Address of Reporting Entity	Required	Provide the information for Name and Address of Reporting Entity.
	Prime	Check if applicable	Click to designate the organization filing the report as the Prime Federal recipient.
	Subawardee	Check if applicable	Click to designate the organization filing the report as the SubAwardee Federal recipient. Sub-awards include but are not limited to subcontracts, subgrants and contract awards under grants.
	Tier if known:	Optional	Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier.
	Name	Required	Enter the name of reporting entity. This field is required
	Street 1	Required	Enter Street 1 of the reporting entity. This field is required.
	Street 2	Optional	Enter Street 2 of the reporting entity.
	City	Required	Enter City of the reporting entity This field is required.
	State	Required	Enter the state of the reporting entity. This field is required
	ZIP	Required	Enter the ZIP of the reporting entity. This field is required
	Congressional District, if known	Optional	Enter the primary Congressional District of the reporting entity. Enter in the following format: 2 character state abbreviation – 3 characters district number, e.g., CA-005 for California 5th district, CA-012 for California 12th district, NC-103 for North Carolina's 103rd district.
5.	If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime	Conditionally Required	If Reporting Entity in No. 4 is Subawardee, provide the information for the Name and Address of Prime
	Name	Required	If the organization filing the report in item 4, checks "Subawardee", enter the full name of the prime Federal recipient.

	Street 1	Required	If the organization filing the report in item 4, checks "Subawardee", enter the address of the prime Federal recipient.
	Street 2	Optional	If the organization filing the report in item 4, checks "Subawardee", enter the address of the prime Federal recipient.
	City	Required	If the organization filing the report in item 4, checks "Subawardee", enter the city of the prime Federal recipient.
	State	Required	If the organization filing the report in item 4, checks "Subawardee", select the appropriate state from this pull down menu.
	ZIP	Required	Enter the ZIP of Prime. This field is required
	Congressional District, if known	Optional	Enter the Congressional District of Prime. Enter in the following format: 2 character state abbreviation – 3 characters district number, e.g., CA-005 for California 5th district, CA-012 for California 12th district, NC-103 for North Carolina's 103rd district.
6.	Federal Department /Agency	Required	Enter the name of the Federal Department or Agency making the award or loan commitment. This field is required.
7.	Assistance Listing Number:	Required	Enter the full Assistance Listing Number for grants, cooperative agreements, loans and loan commitments. Pre-populated from SF-424 if using Grants.gov.
	Assistance Listing Title:	Required	Enter the Federal program name or description for the covered Federal action. Pre-populated from SF-424 if using Grants.gov.
8.	Federal Action Number	Optional	Enter the most appropriate Federal identifying number available for the Federal action, identified in item 1 (e.g., Request for Proposal (RFP) number, invitation for Bid (IFB) number, grant announcement number, the contract, grant, or loan award number, the application/ proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001".
9.	Award Amount	Optional	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 of the prime entity identified in item 4 or 5.
10.a.	Name And Address of Lobbying Registrant	Required	Provide the information for the Name and Address of Lobbying Registrant.
	Prefix	Optional	Enter the prefix (e.g., Mr., Mrs., Miss), if appropriate, for the Lobbying Registrant.
	First Name	Required	Enter the first name of Lobbying Registrant. This field is required.
	Middle Name	Optional	Enter the middle name of Lobbying Registrant.
	Last Name	Required	Enter the last name of Lobbying Registrant. This field is required.
	Suffix	Optional	Enter the suffix (e.g., Jr. Sr., PhD), if appropriate, for the Lobbying Registrant.
	Street 1	Required	Enter the first line of street address for the Lobbying Registrant.
	Street 2	Optional	Enter the second line of street address for the Lobbying Registrant.
	City	Required	Enter the city of the Lobbying Registrant.
	State	Required	Select the appropriate state of the Lobbying Registrant.
	ZIP Code	Required	Enter the Zip Code (or ZIP+4) of the Lobbying Registrant.
10.b.	Individual Performing Services	Required	Provide the information for Individual Performing Services
	Prefix	Optional	Enter the prefix (e.g., Mr., Mrs., Miss), if appropriate, for the Individual Performing Services.
	First Name	Required	Enter the first name of the Individual Performing Services. This field is required.
	Middle Name	Optional	Enter the middle name of the Individual Performing Services.
	Last Name	Required	Enter the last name of the Individual Performing Services. This field is required.
	Suffix	Optional	Enter the suffix (e.g., Jr. Sr., PhD), if appropriate, for the Individual Performing Services.
	Street 1	Required	Enter the first line of street address for the Individual Performing Services.
	Street 2	Optional	Enter the second line of street address for the Individual Performing Services.
	City	Required	Enter the city of the Individual Performing Services.
	State	Required	Select the state for the address of the Individual Performing Services from this pull down menu.
	ZIP Code	Required	Enter the Zip Code (or ZIP+4) of the Individual Performing Services.

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. 4040-0013. 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, Washington, DC 20503.

Docusign Envelope ID: 8308D4E4-24AB-4928-9664-CD4E4CD79FDF

GENERAL AFFIRMATIONS

TO THE EXTENT APPLICABLE, Subrecipient affirms and agrees to the following, without exception:

1. Subrecipient represents and warrants that, in accordance with Section 2155.005 of the Texas Government Code, neither Subrecipient nor the firm, corporation, partnership, or institution represented by Subrecipient, or anyone acting for such a firm, corporation, partnership, or institution has (1) violated any provision of the Texas Free Enterprise and Antitrust Act of 1983, Chapter 15 of the Texas Business and Commerce Code, or the federal antitrust laws, or (2) communicated directly or indirectly the contents of this Contract or any solicitation response upon which this Contract is based to any competitor or any other person engaged in the same line of business as Subrecipient.*
2. Subrecipient shall not assign its rights under the Contract or delegate the performance of its duties under the Contract without prior written approval from the GLO. Any attempted assignment or delegation in violation of this provision is void and without effect. This provision does not apply to subcontracting.
3. If the Contract is for services, Subrecipient shall comply with Section 2155.4441 of the Texas Government Code, requiring the purchase of products and materials produced in the State of Texas in performing service contracts, but for contracts subject to 2 C.F.R. 200, only to the extent such compliance is consistent with 2 C.F.R. 200.319.
4. Under Section 231.006 of the Family Code, the vendor or applicant [Subrecipient] certifies that the individual or business entity named in this Contract, bid or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this Contract may be terminated and payment may be withheld if this certification is inaccurate, in addition to other remedies set out in Section 231.006(f) of the Family Code.*
5. A bid or an application for a contract, grant, or loan paid from state funds must include the name and social security number of the individual or sole proprietor and each partner, shareholder, or owner with an ownership interest of at least 25 percent of the business entity submitting the bid or application. Subrecipient certifies it has submitted this information to the GLO.*
6. If the Contract is for a "cloud computing service" as defined by Texas Government Code Section 2157.007, then pursuant to Section 2054.0593(d)-(f) of the Texas Government Code, relating to cloud computing state risk and authorization management program, Subrecipient represents and warrants that it complies with the requirements of the state risk and authorization management program and Subrecipient agrees that throughout the term of the Contract it shall maintain its certifications and comply with the program requirements in the performance of the Contract.
7. If the Contract is for the purchase or lease of computer equipment, as defined by Texas Health and Safety Code Section 361.952(2), Subrecipient certifies that it is in compliance with Subchapter Y, Chapter 361 of the Texas Health and Safety Code, related to the Computer Equipment Recycling Program and the Texas Commission on Environmental Quality rules in Title 30 Texas Administrative Code Chapter 328.
8. If the Contract authorizes Subrecipient to access, transmit, use, or store data for the GLO, then in accordance with Section 2054.138 of the Texas Government Code, Subrecipient certifies that it will comply with the security controls required under this Contract and will

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maintain records and make them available to the GLO as evidence of Subrecipient's compliance with the required controls.

9. Subrecipient represents and warrants that it 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 a public servant in connection with the Contract.

10. Subrecipient agrees that any payments due under the Contract shall be applied towards any debt or delinquency that is owed by Subrecipient to the State of Texas.

11. Upon request of the GLO, Subrecipient shall provide copies of its most recent business continuity and disaster recovery plans.

12. If the Contract is for consulting services governed by Texas Government Code Chapter 2254, Subchapter B, in accordance with Section 2254.033 of the Texas Government Code, relating to consulting services, Subrecipient certifies that it does not employ an individual who has been employed by the GLO or another agency at any time during the two years preceding the Subrecipient's submission of its offer to provide consulting services to the GLO or, in the alternative Subrecipient, in its offer to provide consulting services to the GLO, disclosed the following: (i) the nature of the previous employment with the GLO or other state agency; (ii) the date the employment was terminated; and (iii) the annual rate of compensation for the employment at the time of its termination.*

13. If the Contract is not for architecture, engineering, or construction services, then except as otherwise provided by statute, rule, or regulation, Subrecipient must use the dispute resolution process provided for in Chapter 2260 of the Texas Government Code to attempt to resolve any dispute arising under the Contract. NOTHING IN THIS SECTION SHALL BE CONSTRUED AS A WAIVER OF SOVEREIGN IMMUNITY BY THE GLO OR, IF APPLICABLE, OF GOVERNMENTAL IMMUNITY BY SUBRECIPIENT.

14. If the Contract is for architecture, engineering, or construction services, then subject to Texas Government Code Section 2260.002 and Texas Civil Practice and Remedies Code Chapter 114, and except as otherwise provided by statute, rule, or regulation, Subrecipient shall use the dispute resolution process provided for in Chapter 2260 of the Texas Government Code to attempt to resolve all disputes arising under this Contract. Except as otherwise provided by statute, rule, or regulation, in accordance with the Texas Civil Practice and Remedies Code, Section 114.005, claims encompassed by Texas Government Code, Section 2260.002(3) and Texas Civil Practice and Remedies Code Section 114.002 shall be governed by the dispute resolution process set forth below in subsections (a)-(d). NOTHING IN THIS SECTION SHALL BE CONSTRUED AS A WAIVER OF SOVEREIGN IMMUNITY BY THE GLO OR, IF APPLICABLE, OF GOVERNMENTAL IMMUNITY BY SUBRECIPIENT.

    a. Notwithstanding Texas Government Code, Chapter 2260.002(3) and Chapter 114.012 and any other statute or applicable law, if Subrecipient's claim for breach of contract cannot be resolved by the Parties in the ordinary course of business, Subrecipient may make a claim against the GLO for breach of contract and the GLO may assert a counterclaim against Subrecipient as is contemplated by Texas Government Code, Chapter 2260, Subchapter B. In such event, Subrecipient must provide written notice to the GLO of a claim for breach of the Contract not later than the 180th day after the date

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of the event giving rise to the claim. The notice must state with particularity: (1) the nature of the alleged breach; (2) the amount Subrecipient seeks as damages; and (3) the legal theory of recovery.

b. The chief administrative officer, or if designated in the Contract, another officer of the GLO, shall examine the claim and any counterclaim and negotiate with Subrecipient in an effort to resolve them. The negotiation must begin no later than the 120th day after the date the claim is received, as is contemplated by Texas Government Code, Chapter 2260, Section 2260.052.

c. If the negotiation under paragraph (b) above results in the resolution of some disputed issues by agreement or in a settlement, the Parties shall reduce the agreement or settlement to writing and each Party shall sign the agreement or settlement. A partial settlement or resolution of a claim does not waive a Party's rights under this Contract as to the parts of the claim that are not resolved.

d. If a claim is not entirely resolved under paragraph (b) above, on or before the 270th day after the date the claim is filed with the GLO, unless the Parties agree in writing to an extension of time, the Parties may agree to mediate a claim made under this dispute resolution procedure. This dispute resolution procedure is Subrecipient's sole and exclusive process for seeking a remedy for an alleged breach of contract by the GLO if the Parties are unable to resolve their disputes as described in this section.

e. Nothing in the Contract shall be construed as a waiver of the state's or the GLO's sovereign immunity, or, if applicable, the governmental immunity of Subrecipient. This Contract shall not constitute or be construed as a waiver of any of the privileges, rights, defenses, remedies, or immunities available to the State of Texas or Subrecipient. The failure to enforce, or any delay in the enforcement, of any privileges, rights, defenses, remedies, or immunities available to the State of Texas or, if applicable, of Subrecipient under this Contract or under applicable law shall not constitute a waiver of such privileges, rights, defenses, remedies or immunities or be considered as a basis for estoppel. The GLO does not waive any privileges, rights, defenses, or immunities available to it by entering into this Contract or by its conduct, or by the conduct of any representative of the GLO, prior to or subsequent to entering into this Contract. Subrecipient does not waive any privileges, rights, defenses, or immunities available to it by entering into this Contract or by its conduct, or by the conduct of any representative of the Subrecipient, prior to or subsequent to entering into this Contract.

f. Except as otherwise provided by statute, rule, or regulation, compliance with the dispute resolution process provided for in Texas Government Code, Chapter 2260, subchapter B and incorporated by reference in subsection (a)-(d) above is a condition precedent to the Subrecipient: (1) filing suit pursuant to Chapter 114 of the Civil Practices and Remedies Code; or (2) initiating a contested case hearing pursuant to Subchapter C of Chapter 2260 of the Texas Government Code.

15. If Chapter 2271 of the Texas Government Code applies to this Contract, Subrecipient verifies that it does not boycott Israel and will not boycott Israel during the term of the Contract.*

16. This Contract is contingent upon the continued availability of lawful appropriations by the Texas Legislature. Subrecipient understands that all obligations of the GLO under this

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Contract are subject to the availability of funds. If such funds are not appropriated or become unavailable, the GLO may terminate the Contract. The Contract shall not be construed as creating a debt on behalf of the GLO in violation of Article III, Section 49a of the Texas Constitution.

17. Subrecipient certifies that it is not listed in the prohibited vendors list authorized by Executive Order 13224, "Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism", published by the United States Department of the Treasury, Office of Foreign Assets Control.

18. In accordance with Section 669.003 of the Texas Government Code, relating to contracting with the executive head of a state agency, Subrecipient certifies that it is not (1) the executive head of the GLO, (2) a person who at any time during the four years before the effective date of the Contract was the executive head of the GLO, or (3) a person who employs a current or former executive head of the GLO.

19. Subrecipient represents and warrants that all statements and information prepared and submitted in connection with this Contract are current, complete, true, and accurate. Submitting a false statement or making a material misrepresentation during the performance of this Contract is a material breach of contract and may void the Contract or be grounds for its termination.

20. Pursuant to Section 2155.004(a) of the Texas Government Code, Subrecipient certifies that neither Subrecipient nor any person or entity represented by Subrecipient has received compensation from the GLO to participate in the preparation of the specifications or solicitation on which this Contract is based. Under Section 2155.004(b) of the Texas Government Code, Subrecipient certifies that the individual or business entity named in this Contract is not ineligible to receive the specified Contract and acknowledges that the Contract may be terminated and payment withheld if this certification is inaccurate. This Section does not prohibit Subrecipient from providing free technical assistance.*

21. In accordance with Section 2252.901 of the Texas Government Code, for the categories of contracts listed in that section, Subrecipient represents and warrants that none of its employees including, but not limited to, those authorized to provide services under the contract, were employees of the GLO during the twelve (12) month period immediately prior to the date of execution of the contract. Solely for professional services contracts as described by Chapter 2254 of the Texas Government Code, Subrecipient further represents and warrants that if a former employee of the GLO was employed by Subrecipient within one year of the employee's leaving the GLO, then such employee will not perform services on projects with Subrecipient that the employee worked on while employed by the GLO.*

22. The Contract shall be governed by and construed in accordance with the laws of the State of Texas, without regard to the conflicts of law provisions. The venue of any suit arising under the Contract is fixed in any court of competent jurisdiction of Travis County, Texas, unless the specific venue is otherwise identified in a statute which directly names or otherwise identifies its applicability to any Party.

23. IF THE CONTRACT IS NOT FOR ARCHITECTURE OR ENGINEERING SERVICES GOVERNED BY TEXAS GOVERNMENT CODE CHAPTER 2254, SUBRECIPIENT, TO THE EXTENT ALLOWED BY LAW, SHALL DEFEND, INDEMNIFY AND HOLD

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HARMLESS THE STATE OF TEXAS AND THE GLO, AND/OR THEIR OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEY FEES, AND EXPENSES ARISING OUT OF, OR RESULTING FROM ANY ACTS OR OMISSIONS OF SUBRECIPIENT OR ITS AGENTS, EMPLOYEES, SUBCONTRACTORS, ORDER FULFILLERS, OR SUPPLIERS OF SUBCONTRACTORS IN THE EXECUTION OR PERFORMANCE OF THE CONTRACT AND ANY PURCHASE ORDERS ISSUED UNDER THE CONTRACT. THE DEFENSE SHALL BE COORDINATED BY SUBRECIPIENT WITH THE OFFICE OF THE TEXAS ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND SUBRECIPIENT MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE TEXAS ATTORNEY GENERAL. SUBRECIPIENT AND THE GLO SHALL FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.*

24. IF THE CONTRACT IS FOR ARCHITECTURE OR ENGINEERING SERVICES GOVERNED BY TEXAS GOVERNMENT CODE CHAPTER 2254, SUBRECIPIENT, TO THE EXTENT ALLOWED BY LAW, SHALL INDEMNIFY AND HOLD HARMLESS THE STATE OF TEXAS AND THE GLO, AND/OR THEIR OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED DAMAGES, COSTS, ATTORNEY FEES, AND EXPENSES TO THE EXTENT CAUSED BY, ARISING OUT OF, OR RESULTING FROM ANY ACTS OF NEGLIGENCE, INTENTIONAL TORTS, WILLFUL MISCONDUCT, PERSONAL INJURY OR DAMAGE TO PROPERTY, AND/OR OTHERWISE RELATED TO SUBRECIPIENT'S PERFORMANCE, AND/OR FAILURES TO PAY A SUBCONTRACTOR OR SUPPLIER BY THE SUBRECIPIENT OR ITS AGENTS, EMPLOYEES, SUBCONTRACTORS, ORDER FULFILLERS, CONSULTANTS UNDER CONTRACT TO SUBRECIPIENT, OR ANY OTHER ENTITY OVER WHICH SUBRECIPIENT EXERCISES CONTROL, OR SUPPLIERS OF SUBCONTRACTORS IN THE EXECUTION OR PERFORMANCE OF THE CONTRACT. THE DEFENSE SHALL BE COORDINATED BY SUBRECIPIENT WITH THE OFFICE OF THE TEXAS ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND SUBRECIPIENT MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE TEXAS ATTORNEY GENERAL. SUBRECIPIENT AND THE GLO SHALL FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.*

25. TO THE EXTENT ALLOWED BY LAW, SUBRECIPIENT SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS THE GLO AND THE STATE OF TEXAS FROM AND AGAINST ANY AND ALL CLAIMS, VIOLATIONS, MISAPPROPRIATIONS OR INFRINGEMENT OF ANY PATENT, TRADEMARK, COPYRIGHT, TRADE SECRET OR OTHER INTELLECTUAL PROPERTY RIGHTS AND/OR OTHER INTANGIBLE PROPERTY, PUBLICITY OR PRIVACY RIGHTS, AND/OR IN CONNECTION WITH OR ARISING FROM: (1) THE PERFORMANCE OR ACTIONS OF SUBRECIPIENT PURSUANT TO THIS CONTRACT; (2) ANY DELIVERABLE, WORK PRODUCT,

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CONFIGURED SERVICE OR OTHER SERVICE PROVIDED HEREUNDER; AND/OR (3) THE GLO'S AND/OR SUBRECIPIENT'S USE OF OR ACQUISITION OF ANY REQUESTED SERVICES OR OTHER ITEMS PROVIDED TO THE GLO BY SUBRECIPIENT OR OTHERWISE TO WHICH THE GLO HAS ACCESS AS A RESULT OF SUBRECIPIENT'S PERFORMANCE UNDER THE CONTRACT. SUBRECIPIENT AND THE GLO SHALL FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM. SUBRECIPIENT SHALL BE LIABLE TO PAY ALL COSTS OF DEFENSE, INCLUDING ATTORNEYS' FEES. THE DEFENSE SHALL BE COORDINATED BY SUBRECIPIENT WITH THE OFFICE OF THE TEXAS ATTORNEY GENERAL (OAG) WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND SUBRECIPIENT MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM OAG. IN ADDITION, SUBRECIPIENT WILL REIMBURSE THE GLO AND THE STATE OF TEXAS FOR ANY CLAIMS, DAMAGES, COSTS, EXPENSES OR OTHER AMOUNTS, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES AND COURT COSTS, ARISING FROM ANY SUCH CLAIM. IF THE GLO DETERMINES THAT A CONFLICT EXISTS BETWEEN ITS INTERESTS AND THOSE OF SUBRECIPIENT OR IF THE GLO IS REQUIRED BY APPLICABLE LAW TO SELECT SEPARATE COUNSEL, THE GLO WILL BE PERMITTED TO SELECT SEPARATE COUNSEL AND SUBRECIPIENT WILL PAY ALL REASONABLE COSTS OF THE GLO'S COUNSEL.*

26. Subrecipient has disclosed in writing to the GLO all existing or known potential conflicts of interest relative to the performance of the Contract.

27. Sections 2155.006 and 2261.053 of the Texas Government Code prohibit state agencies from accepting a solicitation response or awarding a contract that includes proposed financial participation by a person who, in the past five years, has been convicted of violating a federal law or assessed a penalty in connection with a contract involving relief for Hurricane Rita, Hurricane Katrina, or any other disaster, as defined by Section 418.004 of the Texas Government Code, occurring after September 24, 2005. Under Sections 2155.006 and 2261.053 of the Texas Government Code, Subrecipient certifies that the individual or business entity named in this Contract is not ineligible to receive the specified Contract and acknowledges that this Contract may be terminated and payment withheld if this certification is inaccurate.*

28. The person executing this Contract certifies that he/she is duly authorized to execute this Contract on his/her own behalf or on behalf of Subrecipient and legally empowered to contractually bind Subrecipient to the terms and conditions of the Contract and related documents.

29. If the Contract is for architectural or engineering services, pursuant to Section 2254.0031 of the Texas Government Code, which incorporates by reference Section 271.904(d) of the Texas Local Government Code, Subrecipient shall perform services (1) with professional skill and care ordinarily provided by competent engineers or architects practicing under the same or similar circumstances and professional license, and (2) as expeditiously as is prudent considering the ordinary professional skill and care of a competent engineer or architect.*

30. The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the Contract or indirectly through a subcontract under the Contract. The

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acceptance of funds directly under the Contract or indirectly through a subcontract under the 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. Under the direction of the legislative audit committee, an entity that is the subject of an audit or investigation by the state auditor must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit. Subrecipient shall ensure that this paragraph concerning the authority to audit funds received indirectly by subcontractors through the Contract and the requirement to cooperate is included in any subcontract it awards. The GLO may unilaterally amend the Contract to comply with any rules and procedures of the state auditor in the implementation and enforcement of Section 2262.154 of the Texas Government Code.

31. Subrecipient certifies that neither it nor its principals are debarred, suspended, proposed for debarment, declared ineligible, or otherwise excluded from participation in the Contract by any state or federal agency.

32. If the Contract is for the purchase or lease of covered television equipment, as defined by Section 361.971(3) of the Texas Health and Safety Code, Subrecipient certifies its compliance with Subchapter Z, Chapter 361 of the Texas Health and Safety Code, related to the Television Equipment Recycling Program.

33. Pursuant to Section 572.069 of the Texas Government Code, Subrecipient certifies it has not employed and will not employ a former state officer or employee who participated in a procurement or contract negotiations for the GLO involving Subrecipient within two (2) years after the date that the contract is signed or the procurement is terminated or withdrawn. This certification only applies to former state officers or employees whose state service or employment ceased on or after September 1, 2015.

34. The GLO shall post this Contract to the GLO's website. Subrecipient understands that the GLO will comply with the Texas Public Information Act (Texas Government Code Chapter 552, the "PIA"), as interpreted by judicial rulings and opinions of the Attorney General of the State of Texas (the "Attorney General"). Information, documentation, and other material in connection with this Contract may be subject to public disclosure pursuant to the PIA. In accordance with Section 2252.907 of the Texas Government Code, Subrecipient is required to make any information created or exchanged with the GLO or the State of Texas pursuant to the Contract, and not otherwise excepted from disclosure under the PIA, available to the GLO in portable document file (".pdf") format or any other format agreed upon between the Parties that is accessible by the public at no additional charge to the GLO or the State of Texas. By failing to mark any information that Subrecipient believes to be excepted from disclosure as "confidential" or a "trade secret," Subrecipient waives any and all claims it may make against the GLO for releasing such information without prior notice to Subrecipient. The Attorney General will ultimately determine whether any information may be withheld from release under the PIA. Subrecipient shall notify the GLO's Office of General Counsel within twenty-four (24) hours of receipt of any third-party written requests for information and forward a copy of said written requests to PIALegal@glo.texas.gov. If a request for information was not written, Subrecipient shall forward the third party's contact information to the above-designated e-mail address.

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35. The GLO does not tolerate any type of fraud. GLO policy promotes consistent, legal, and ethical organizational behavior by assigning responsibilities and providing guidelines to enforce controls. Any violations of law, agency policies, or standards of ethical conduct will be investigated, and appropriate actions will be taken. Subrecipient must report any possible fraud, waste, or abuse that occurs in connection with the Contract to the GLO in the manner prescribed by the GLO's website, https://www.glo.texas.gov.

36. If Subrecipient, in its performance of the Contract, has access to a state computer system or database, Subrecipient must complete a cybersecurity training program certified under Texas Government Code Section 2054.519, as selected by the GLO. Subrecipient must complete the cybersecurity training program during the initial term of the Contract and during any renewal period. Subrecipient must verify in writing to the GLO its completion of the cybersecurity training program.

37. Under Section 2155.0061, Texas Government Code, Subrecipient certifies that the entity named in this Contract is not ineligible to receive the specified Contract and acknowledges that this Contract may be terminated and payment withheld if this certification is inaccurate.*

38. Subrecipient certifies that it does not require its customers to provide any documentation certifying the customer's COVID-19 vaccination or post-transmission recovery on entry to, to gain access to, or to receive service from Subrecipient's business. Subrecipient acknowledges that such a vaccine or recovery requirement would make Subrecipient ineligible for a state-funded contract.

39. Pursuant to Government Code Section 2275.0102, Subrecipient certifies that neither it nor its parent company, nor any affiliate of Subrecipient or its parent company, is: (1) majority owned or controlled by citizens or governmental entities of China, Iran, North Korea, Russia, or any other country designated by the Governor under Government Code Section 2275.0103, or (2) headquartered in any of those countries.*

40. If Subrecipient is required to make a verification pursuant to Section 2276.002 of the Texas Government Code, Subrecipient verifies that Subrecipient does not boycott energy companies and will not boycott energy companies during the term of the Contract. If Subrecipient does not make that verification, Subrecipient must notify the GLO and state why the verification is not required.*

41. If Subrecipient is required to make a verification pursuant to Section 2274.002 of the Texas Government Code, Subrecipient verifies that it (1) does not have a practice, policy, guidance, or directive that discriminates against a "firearm entity" or "firearm trade association" as those terms are defined in Texas Government Code section 2274.001 and (2) will not discriminate during the term of the Contract against a firearm entity or firearm trade association. If Subrecipient does not make that verification, Subrecipient must notify the GLO and state why the verification is not required.*

42. If Subrecipient is a "professional sports team" as defined by Texas Occupations Code Section 2004.002, Subrecipient will play the United States national anthem at the beginning of each team sporting event held at Subrecipient's home venue or other venue controlled by Subrecipient for the event. Failure to comply with this obligation constitutes a default of this Contract, and immediately subjects Subrecipient to the penalties for default, such as repayment of money received or ineligibility for additional money. In addition, Subrecipient

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may be debarred from contracting with the State. The GLO or the Attorney General may strictly enforce this provision.*

43. To the extent Section 552.371 of the Texas Government Code applies to Subrecipient and the Contract, in accordance with Section 552.372 of the Texas Government Code, Subrecipient must (a) preserve all contracting information related to the Contract in accordance with the records retention requirements applicable to the GLO for the duration of the Contract, (b) no later than the tenth business day after the date of the GLO's request, provide to the GLO any contracting information related to the Contract that is in Subrecipient's custody or possession, and (c) on termination or expiration of the Contract, either (i) provide to the GLO at no cost all contracting information related to the Contract that is in Subrecipient's custody or possession or (ii) preserve the contracting information related to the Contract in accordance with the records retention requirements applicable to the GLO. Except as provided by Section 552.374(c) of the Texas Government Code, the requirements of Subchapter J, Chapter 552, Government Code, may apply to the Contract and Subrecipient agrees that the Contract may be terminated if Subrecipient knowingly or intentionally fails to comply with a requirement of that subchapter.*

44. If the Contract is for consulting services governed by Chapter 2254 of the Texas Government Code, Subrecipient, upon completion of the Contract, must give the GLO a compilation, in a digital medium agreed to by the Parties, of all documents, films, recordings, or reports Subrecipient compiled in connection with its performance under the Contract.*

45. Subrecipient represents and warrants that it is not engaged in business with Iran, Sudan, or a foreign terrorist organization, as prohibited by Section 2252.152 of the Texas Government Code.*

46. Subrecipient represents and warrants that neither it; any of its holding companies, subsidiaries, or subcontractors; nor any holding companies or subsidiaries of its subcontractors is: (1) listed in Section 889 of the National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232); (2) listed in Section 1260H of the National Defense Authorization Act for Fiscal Year 2021 (Pub. L. 116-283); or (3) owned by the government of, or 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. Section 791.4, and that it shall promptly notify the GLO if circumstances relevant to this provision change during the Contract term. Subrecipient shall ensure that this provision concerning the representation and warranty is included in any subcontract it awards.

47. If subject to 2 C.F.R. 200.216, Subrecipient shall not obligate or expend funding provided under this Contract to: (a) procure or obtain; (b) extend or renew a contract to procure or obtain; or (c) enter into a contract to procure or obtain covered telecommunications equipment or services, as described in Public Law 115-232, Section 889, including systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

48. To the extent Texas Government Code Chapter 2252, Subchapter G applies to the Contract, any iron or steel product Subrecipient uses in its performance of the Contract that is produced through a manufacturing process, as defined in Section 2252.201(2) of the Texas Government Code, must be produced in the United States.

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49. If subject to 2 C.F.R. 200.217, Subrecipient shall not discharge, demote, or otherwise discriminate against an employee as a reprisal for lawfully disclosing information that the employee reasonably believes is evidence of gross mismanagement, waste, abuse of authority, a danger to public health or safety, or a violation of law related to a Federal contract or grant. Subrecipient shall inform its employees in writing of their whistleblower rights and protections under 41 U.S.C. 4712.

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NONEXCLUSIVE LIST OF APPLICABLE LAWS, RULES, AND REGULATIONS

If applicable to the Project, Subrecipient must be in compliance with the following laws, rules, and regulations, as may be amended or superseded over time, and any other state, federal, or local laws, rules, and regulations as may become applicable throughout the term of the Contract, and Subrecipient acknowledges that this list may not include all such applicable laws, rules, and regulations.

Subrecipient is deemed to have read and understands the requirements of each of the following, if applicable to the Project under this Contract:

GENERALLY

Acts and regulations specified in this Contract;

The Housing and Community Development Act of 1974 (42 U.S.C. § 5301, *et seq.*);

The United States Housing Act of 1937, as amended, particularly 42 U.S.C. § 1437f(o)(13), and related provisions governing Public Housing Authority project-based assistance, and implementing regulations at 24 C.F.R. Part 983;

Cash Management Improvement Act regulations (31 C.F.R. Part 205);

Community Development Block Grant regulations (24 C.F.R. Part 570);

Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 C.F.R. Part 200);

GLO Implementation Manual; and

State Action Plan(s).

CIVIL RIGHTS

Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d, *et seq.*) and 24 C.F.R. Part l, Nondiscrimination in Federally Assisted Programs of the Department of Housing and Urban Development - Effectuation of Title VI of the Civil Rights Act of 1964;

Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972 (42 U.S.C. § 2000e, *et seq.*);

Title VIII of the Civil Rights Act of 1968 (The Fair Housing Act of 1968), as amended (42 U.S.C. § 3601, *et seq.*);

Federal Executive Order 11063, as amended by Federal Executive Order 12259, and 24 C.F.R. Part 107, Nondiscrimination and Equal Opportunity in Housing under Executive Order 11063, particularly 24 C.F.R. § 107.60 (providing that failure or refusal to comply with the requirements of Executive Order 11063 or 24 C.F.R. Part 107 shall be a proper basis for the imposition of sanctions specified therein);

The Age Discrimination Act of 1975 (42 U.S.C. § 6101, *et seq.*);

Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794);

24 C.F.R. Part 8, Nondiscrimination Based on Handicap in Federally Assisted Programs and Activities of the Department of Housing and Urban Development; and

The Architectural Barriers Act of 1968, as amended (42 U.S.C. § 4151, *et seq.*).

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LABOR STANDARDS

The Davis-Bacon Act, as amended (originally, 40 U.S.C. § 276a-276a-5 and re-codified at 40 U.S.C. §§ 3141-3148), and 29 C.F.R. Part 5;

The Copeland "Anti-Kickback" Act (originally, 18 U.S.C. § 874 and re-codified at 40 U.S.C. § 3145) and 29 C.F.R. Part 3;

Sections 103 and 107 of the Contract Work Hours and Safety Standards Act, as amended (40 U.S.C. § 3701, *et seq.*); and

Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (Also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act) (29 C.F.R. Part 5).

EMPLOYMENT OPPORTUNITIES

Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. § 1701u) and 24 C.F.R. Part 75;

The Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended (38 U.S.C. § 4212); and

Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-1688).

GRANT AND AUDIT STANDARDS

Single Audit Act Amendments of 1996, as amended (31 U.S.C. § 7501 *et seq.*);

Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 C.F.R. Part 200); and

Uniform Grant and Contract Management Act (Texas Government Code Chapter 783) and the Texas Grant Management Standards issued by the Comptroller of Public Accounts.

LEAD-BASED PAINT

Section 302 of the Lead-Based Paint Poisoning Prevention Act, as amended (42 U.S.C. § 4831(b)).

HISTORIC PROPERTIES

The National Historic Preservation Act of 1966, as amended (16 U.S.C. § 470, *et seq.*), particularly sections 106 and 110 (16 U.S.C. §§ 470, 470h-2);

Federal Executive Order 11593, Protection and Enhancement of the Cultural Environment, May 13, 1971 (36 FR 8921), 3 C.F.R., 1971-1975 Comp., p. 559, particularly section 2(c);

Federal historic preservation regulations as follows: 36 C.F.R. Part 800, Protection of Historic Properties, with respect to HUD programs; and

The Reservoir Salvage Act of 1960, as amended by the Archeological and Historic Preservation Act of 1974 (16 U.S.C. § 469, *et seq.)*, particularly section 3 (16 U.S.C. § 469a-1).

ENVIRONMENTAL LAW AND AUTHORITIES

Environmental Review Procedures for Recipients Assuming HUD Environmental Responsibilities (24 C.F.R. Part 58, as amended); and

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National Environmental Policy Act of 1969, as amended (42 U.S.C. §§ 4321-4347).

FLOODPLAIN MANAGEMENT AND WETLAND PROTECTION

Executive Order 11988, Floodplain Management, as amended by Executive Order 13690, February 4, 2015 (3 C.F.R., 2016 Comp., p. 268), as implemented in HUD regulations at 24 C.F.R. Part 55, particularly section 2(e) of Executive Order 11988, as amended; and

Executive Order 11990, Protection of Wetlands, May 24, 1977 (42 FR 26961), 3 C.F.R., 1977 Comp., p. 121, as interpreted in HUD regulations at 24 C.F.R. Part 55, particularly sections 2 and 5 of the Order.

COASTAL ZONE MANAGEMENT

The Coastal Zone Management Act of 1972, as amended (16 U.S.C. § 1451, *et seq.*), particularly sections 307(c) and (d) (16 U.S.C. § 1456(c) and (d)).

SOLE SOURCE AQUIFERS

The Safe Drinking Water Act of 1974, as amended (42 U.S.C. §§ 201, 300(f), *et seq.*, and 21 U.S.C. § 349), particularly section 1424(e) (42 U.S.C. § 300h-3(e)); and

Sole Source Aquifers (40 C.F.R. Part 149).

ENDANGERED SPECIES

The Endangered Species Act of 1973, as amended (16 U.S.C. § 1531, *et seq.*), particularly section 7 (16 U.S.C. § 1536).

WILD AND SCENIC RIVERS

The Wild and Scenic Rivers Act of 1968, as amended (16 U.S.C. § 1271, *et seq.*), particularly sections 7(b) and (c) (16 U.S.C. § 1278(b) and (c)).

AIR QUALITY

The Clean Air Act, as amended (42 U.S.C. § 7401, *et seq.*), particularly sections 176(c) and (d) (42 U.S.C. § 7506(c), (d)).

Environmental Protection Agency regulations pertaining to implementation plans (40 C.F.R. Parts 6, 51, and 93).

FARMLAND PROTECTION

Farmland Protection Policy Act of 1981 (7 U.S.C. § 4201, *et seq.*) particularly sections 1540(b) and 1541 (7 U.S.C. §§ 4201(b) and 4202); and

Farmland Protection Policy (7 C.F.R. Part 658).

HUD ENVIRONMENTAL STANDARDS

Applicable criteria and standards specified in HUD environmental regulations (24 C.F.R. Part 51) and as provided by 24 C.F.R. § 58.5(i)(2).

SUSPENSION AND DEBARMENT

Use of debarred, suspended, or ineligible contractors or subrecipients (24 C.F.R. § 570.609);

General HUD Program Requirements; Waivers (24 C.F.R. Part 5); and

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Nonprocurement Suspension and Debarment (2 C.F.R. Part 2424).

ACQUISITION / RELOCATION

The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (42 U.S.C. § 4601, *et seq.*), 24 C.F.R. Part 42, and 24 C.F.R. § 570.606.

FAITH-BASED ACTIVITIES

Federal Executive Order 13279, Equal Protection of the Laws for Faith-Based and Community Organizations, (67 FR 77141), as amended by Executive Order 13559, Fundamental Principles and Policymaking Criteria for Partnerships with Faith-Based and Other Neighborhood Organizations, (75 FR 71319), and HUD regulations at 24 C.F.R. 570.200(j).

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GLO Information Security Appendix

1. Definitions

"Breach of Security" means any unauthorized access of computerized data that compromises the security, confidentiality, or integrity of GLO Data that is in the possession and/or control of Subrecipient (or any entity with which Subrecipient shares GLO Data as authorized herein) including data that is encrypted if the person accessing the data has the key required to decrypt the data, or a loss of control, compromise, unauthorized disclosure or access, failure to physically secure GLO Data or when unauthorized users access PII or SPI for an unauthorized purpose. The term encompasses both suspected and confirmed incidents involving GLO Data which raise a reasonable risk of harm to the GLO or an individual. A Breach of Security occurs regardless of whether caused by a negligent or intentional act or omission on part of Subrecipient and/or aforementioned entities.

"GLO Data" means any data or information, which includes PII and/or SPI as defined below, collected, maintained, and/or created by the GLO, for the purpose of providing disaster assistance to an individual, that Subrecipient obtains, accesses (via records, systems, or otherwise), receives (from the GLO or on behalf of the GLO), or uses in the performance of the Contract or any documents related thereto. GLO Data does not include other information that is lawfully made available to Subrecipient through other sources.

"Personal Identifying Information" or "PII" means information that alone, or in conjunction with other information, identifies an individual as defined at Tex. Bus. & Com Code Section 521.002(a)(1).

"Sensitive Personal Information" or "SPI" means the personal information identifying an individual as defined at Tex. Bus. & Com. Code Section 521.002(a)(2).

All defined terms found in the Contract shall have the same force and effect, regardless of capitalization.

2. Security and Privacy Compliance

2.1. Subrecipient shall keep all GLO Data received under the Contract and any documents related thereto strictly confidential.

2.2. Subrecipient shall comply with all applicable federal and state privacy and data protection laws, as well as all other applicable regulations.

2.3. Subrecipient shall implement administrative, physical, and technical safeguards to protect GLO Data that are no less rigorous than accepted industry practices including, without limitation, the guidelines in the National Institute of Standards and Technology ("NIST") Cybersecurity Framework Version 1.1. All such safeguards shall comply with applicable data protection and privacy laws. Subrecipient shall provide such certification or attestation in regard to its data security practices as may be required by the GLO upon request by the GLO.

2.4. Subrecipient will legally bind any contractor(s) and subcontractor(s) to the same requirements stated herein and obligations stipulated in the Contract and documents related thereto. Subrecipient shall ensure that the requirements stated herein are imposed on any contractor/subcontractor of Subrecipient's subcontractor(s).

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2.5. With the exception of contractors and subcontractors as they are addressed in Section 2.4, Subrecipient will not share GLO Data with any third parties, except as necessary for Subrecipient's performance under the Contract and upon the express written consent of the GLO's Information Security Officer or his/her authorized designee.

2.6. Subrecipient will ensure that initial privacy and security training, and annual training, thereafter, is completed by its employees or contractor/subcontractors that have access to GLO Data or who create, collect, use, process, store, maintain, disseminate, disclose, dispose, or otherwise handle PII and/or SPI on behalf of the GLO. Subrecipient shall maintain and, upon request, provide documentation of training completion.

2.7 Any GLO Data maintained or stored by Subrecipient or any contractor/subcontractor must be stored on servers or other hardware located within the physical borders of the United States and shall not be accessed outside of the United States except as authorized in writing and utilizing methods approved by the GLO's Information Security Officer or his/her authorized designee.

2.8 Subrecipient shall require that all individuals allowed to access GLO Data pursuant to this Contract sign a confidentiality and non-disclosure agreement ("NDA") before being given access to GLO Data. At a minimum, the NDA shall inform all individuals of the confidential nature of the GLO Data, the security and non-disclosure requirements of this Contract, and the potential criminal penalties and civil remedies specified in federal and state laws that may result from the unauthorized disclosure of GLO Data. The NDA shall require all individuals to acknowledge that the GLO or the United States government, including the U.S. Department of Housing and Urban Development ("HUD"), will seek any remedy available, including all administrative, disciplinary, civil, or criminal action(s) or penalties, as appropriate, for any unauthorized disclosure of GLO Data. Subrecipient shall provide the GLO copies of any and all NDAs upon request or demand by the GLO.

2.9 Subrecipient shall use GLO Data for the sole purpose of administering the Contract.

3. Data Ownership

3.1. In no event shall Subrecipient obtain or develop ownership rights to any GLO Data shared under the Contract, unless specifically acknowledged and agreed to by the GLO.

3.2. If, at any time during the term of the Contract or upon termination of the Contract, whichever occurs first, any part of the GLO Data, in any form, provided to Subrecipient ceases to be necessary for Subrecipient's performance under the Contract, Subrecipient shall within fourteen (14) days thereafter (a) securely return such GLO Data to the GLO and/or (b) at the GLO's written request, destroy, uninstall, and/or remove all copies of data in Subrecipient's possession or control and inform the GLO in writing of the completion of the task and method(s) utilized. If the return of GLO Data is infeasible, as mutually determined by the GLO and Subrecipient, the obligations set forth in this Attachment, with respect to GLO Data, shall survive termination of the Contract and Subrecipient shall prohibit any further use and disclosure of GLO Data.

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4. Data Mining

4.1. Subrecipient shall not use GLO Data for unrelated commercial purposes, advertising or advertising-related services, or for any other purpose not explicitly authorized by the GLO in this Contract.

4.2. Subrecipient shall take all reasonable physical, technical, administrative, and procedural measures to ensure that no unauthorized use or access of GLO Data occurs.

5. Breach of Security

5.1. Subrecipient shall provide the GLO with the name and contact information for an employee of Subrecipient which shall serve as the GLO's primary security contact.

5.2. Upon Subrecipient's discovery of a Breach of Security or suspected Breach of Security, Subrecipient shall notify the GLO promptly, but no later than 24 hours after discovery of the Breach of Security or suspected Breach of Security. Within 72 hours, Subrecipient shall provide to the GLO, at minimum, a written preliminary report regarding the Breach or suspected Breach with root cause analysis including a log detailing the data affected.

5.3. Subrecipient shall submit the initial notification and preliminary report to the GLO Information Security Officer at informationsecurity@glo.texas.gov.

5.4. Subrecipient shall take all reasonable steps to immediately remedy a Breach of Security and prevent any further Breach of Security.

5.5. Subrecipient shall not inform any third party of any Breach of Security or suspected Breach of Security without first obtaining GLO's prior written consent unless such action is required by law or is limited to third party personnel that have a need to know for the sole purpose of containing or remediating the Breach of Security or suspected Breach of Security. However, while a third party may be informed of the Breach or suspected Breach for the sole purpose of containing or remediating it, no GLO Data shall be shared with such third party unless express written permission is obtained from the GLO in accordance with Section 2.5. Subrecipient will legally bind such third party to the same requirements stated herein and obligations stipulated in the Contract and documents related thereto as soon as practicable upon securing such third party to contain or remediate the Breach of Security or suspected Breach of Security.

5.6. Notwithstanding the remedies provided in the Contract, if a Breach of Security includes SPI, Subrecipient shall notify affected individuals of such Breach in accordance with the requirements of Tex. Bus. and Comm. Code Section 521.053 or other applicable law and shall inform the GLO of such notifications. Subrecipient shall provide affected individuals complimentary access to one (1) year of credit monitoring services.

6. Data Use and Security Agreement Requirements

6.1. Certain GLO Data may be subject to agreements executed between the GLO and other state or federal agencies or entities, including, but not limited to, the U.S. Department of Homeland Security, the Federal Emergency Management Agency, and HUD, that impose conditions and obligations on the usage, sharing, storage, and security of the GLO Data. If, in the performance of the Contract, Subrecipient requires access to GLO

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Data protected under such an agreement, then Subrecipient shall be required to review and agree to comply with all terms, conditions, and obligations of the agreement before the GLO Data is shared with Subrecipient. As applicable, Subrecipient shall ensure any NDA required under Section 2.8, above, complies with all additional requirements imposed by the agreement.

6.2. The terms and conditions imposed under a data use and security agreement shall be in addition to all other terms and conditions contained in this Information Security Appendix, which remain applicable. In the event of a conflict between terms and conditions of the agreement and this Information Security Appendix, the more stringent term and/or condition shall apply.

7. Right to Audit

7.1. Upon the GLO's request and to confirm Subrecipient's compliance with this Attachment, Subrecipient grants the GLO, or a GLO-contracted vendor, permission to perform an assessment, audit, examination, investigation, or review of all controls in Subrecipient's, or Subrecipient's contractor/subcontractor's, physical and/or technical environment in relation to GLO Data. Subrecipient shall fully cooperate with such assessment by providing access to knowledgeable personnel, physical premises, documentation, infrastructure, and application software that stores, processes, or transports GLO Data. In lieu of a GLO-conducted assessment, audit, examination, investigation, or review, Subrecipient may supply, upon GLO approval, the following reports: SSAE18, ISO/ICE 27001 Certification, FedRAMP Certification, PCI Compliance Report, TXRAMP Certification, or similar attestations or third-party certifications. Subrecipient shall ensure that this clause concerning the GLO's authority to assess, audit, examine, investigate, or review is included in any contract/subcontract that Subrecipient awards.

7.2. At the GLO's request, Subrecipient shall promptly and accurately complete a written information security questionnaire provided by the GLO regarding Subrecipient's business practices and information technology environment in relation to GLO Data and the GLO shall consider such information to be confidential to the extent allowed by law.

docusign

Certificate Of Completion

Envelope Id: 8308D4E4-24AB-4928-9664-CD4E4CD79FDF
Status: Sent
Subject: $0 Amendment No. 6: 20-065-121-C408 - Jefferson County (Texas GLO)
Source Envelope:
Document Pages: 46
Signatures: 0
Certificate Pages: 5
Initials: 6
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-06:00) Central Time (US & Canada)

Envelope Originator:
Donna Ockletree
1700 Congress Ave
Austin, TX 78701
Donna.Ockletree@glo.texas.gov
IP Address: 136.226.12.53

Record Tracking

Status: Original
12/19/2025 8:36:32 AM
Holder: Donna Ockletree
Donna.Ockletree@glo.texas.gov
Location: DocuSign

Signer Events	Signature	Timestamp
Ginger Mills ginger.mills@glo.texas.gov Director, CDR Legal Services Texas General Land Office, Office of General Counsel Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	DS gm Signature Adoption: Pre-selected Style Using IP Address: 204.65.210.187	Sent: 12/19/2025 12:55:03 PM Viewed: 12/21/2025 11:54:06 PM Signed: 12/21/2025 11:56:35 PM
Terri Spencer Terri.Spencer.glo@recovery.texas.gov Texas General Land Office Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	DS JS Signature Adoption: Pre-selected Style Using IP Address: 2600:1702:1dd0:9b30:3967:f1a:3863:61cf	Sent: 12/21/2025 11:56:41 PM Viewed: 12/22/2025 8:04:23 AM Signed: 12/22/2025 8:04:37 AM
Heather Lagrone heather.lagrone.glo@recovery.texas.gov Sr Dep director Texas General Land Office Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	DS HL Signature Adoption: Pre-selected Style Using IP Address: 2600:1700:1d0:8cb0:48ad:1aa8:d428:b7b9	Sent: 12/22/2025 8:04:42 AM Viewed: 12/22/2025 8:39:13 AM Signed: 12/22/2025 8:39:50 AM
Marc Barenblat marc.barenblat@glo.texas.gov Deputy General Counsel Texas General Land Office Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	DS MB Signature Adoption: Pre-selected Style Using IP Address: 136.226.19.89	Sent: 12/22/2025 8:39:54 AM Viewed: 12/22/2025 10:21:14 AM Signed: 12/22/2025 10:30:54 AM

Signer Events	Signature	Timestamp
Jeff Gordon jeff.gordon@glo.texas.gov General Counsel Texas General Land Office Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 136.226.13.89	Sent: 12/22/2025 10:30:57 AM Viewed: 12/22/2025 12:00:55 PM Signed: 12/22/2025 12:01:02 PM
Electronic Record and Signature Disclosure: Not Offered via Docusign		
Adrian Piloto adrian.piloto@glo.texas.gov Senior Deputy Director Texas General Land Office Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 2600:1700:291:37a0:1ce5:4257:655d:baa2	Sent: 12/22/2025 12:01:07 PM Viewed: 12/22/2025 12:02:21 PM Signed: 12/22/2025 12:02:35 PM
Electronic Record and Signature Disclosure: Not Offered via Docusign		
Jeff Branick Jeff.branick@jeffersoncountytx.gov County Judge Security Level: Email, Account Authentication (None)		Sent: 12/22/2025 12:02:39 PM Resent: 12/22/2025 1:17:51 PM Viewed: 12/31/2025 8:54:31 AM
Electronic Record and Signature Disclosure: Not Offered via Docusign		
Jennifer G. Jones jennifer.jones@glo.texas.gov Security Level: Email, Account Authentication (None)		
Electronic Record and Signature Disclosure: Not Offered via Docusign		

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp
BSO Team bsorequests@recovery.texas.gov Texas General Land Office Security Level: Email, Account Authentication (None)	COPIED	Sent: 12/19/2025 9:29:12 AM
Electronic Record and Signature Disclosure: Not Offered via Docusign		

Carbon Copy Events	Status	Timestamp
Joseph Cardona joseph.cardona@glo.texas.gov Team Lead/Contract Manager Texas General Land Office Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	COPIED	Sent: 12/19/2025 9:29:12 AM Resent: 12/19/2025 12:55:02 PM
Drafting Requests draftingrequests@GLO.TEXAS.GOV Texas General Land Office Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	COPIED	Sent: 12/19/2025 9:29:13 AM
Kelly McBride kelly.mcbride@glo.texas.gov Director of CMD Texas General Land Office Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	COPIED	Sent: 12/19/2025 9:29:13 AM
Lance White lance.white@glo.texas.gov Manager, Contracts Management Division Texas General Land Office Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	COPIED	Sent: 12/19/2025 9:29:13 AM
Donna Ockletree Donna.Ockletree@glo.texas.gov Contract Specialist Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	COPIED	Sent: 12/19/2025 9:29:14 AM
Stefanie Jackson Stefanie.Jackson@glo.texas.gov Purchaser, Federal Procurement Texas General Land Office Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	COPIED	Sent: 12/19/2025 9:29:14 AM Viewed: 12/19/2025 9:42:53 AM
Matthew Anderson matthew.anderson@glo.texas.gov Texas General Land Office Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	COPIED	Sent: 12/21/2025 11:56:41 PM

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Accounting Team DR.SystemAccess@glo.texas.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	COPIED	Sent: 12/21/2025 11:56:42 PM
Joseph Omwby joseph.owmby.glo@recovery.texas.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	COPIED	Sent: 12/21/2025 11:56:42 PM
Contracts Change Request srcontractchangereq.glo@recovery.texas.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	COPIED	Sent: 12/22/2025 8:04:41 AM
Vivian Ballou vballou@gmjinc.com Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	COPIED	Sent: 12/22/2025 12:02:38 PM
Garrett Purcell Garrett.Purcell@glo.texas.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign		
Ryne Zmolik ryne.zmolik.glo@recovery.texas.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign		
Michelle Esper-Martin michelle.espermartin.glo@recovery.texas.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign		
Jeana Bores jeana.bores.glo@recovery.texas.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign		
Nichole Gee nichole.gee.ctr@recovery.texas.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign		

Carbon Copy Events	Status	Timestamp
Torrey Brown torrey.brown.glo@recovery.texas.gov Security Level: Email, Account Authentication (None)		

Electronic Record and Signature Disclosure:
Not Offered via Docusign

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	12/19/2025 9:29:14 AM
Envelope Updated	Security Checked	12/19/2025 12:55:02 PM
Envelope Updated	Security Checked	12/19/2025 12:55:02 PM
Envelope Updated	Security Checked	12/19/2025 12:55:02 PM
Envelope Updated	Security Checked	12/22/2025 1:17:50 PM

Payment Events	Status	Timestamps

December 9, 2025

Judge Jeff Branick
County of Jefferson
1149 Pearl Street, 7th Floor
Beaumont, TX 77701-3600

Dear Judge Branick:

Grant number G24HN0029A has been decreased and now totals $10,552.12.

The original of Modification 1 is enclosed. If you accept this Modification, sign the Modification and return a copy to the Assistance Center in Miami. Keep the original Modification for your file.

All terms and conditions of the original award apply to the Modification. If you have any questions pertaining to this grant award, please contact Jayme Delano at (202) 395 - 6794.

Sincerely,

Shannon Kelly
National HIDTA Director

Enclosures

Executive Office of the President Office of National Drug Control Policy	AWARD Grant	Page 1 of 1

1. Recipient Name and Address Judge Jeff Branick County of Jefferson 1149 Pearl Street 7th Floor Beaumont, TX 77701-3600	4. Award Number: G24HN0029A 5. Grant Period: From 01/01/2024 to 12/31/2025	
1A. Subrecipient IRS/Vendor No. Subrecipient Name and Address	6. Date: 12/9/2025 8. Supplement Number 1	7. Action Initial [X] Supplemental
2A. Subrecipient IRS/Vendor No.:	9. Previous Award Amount:	$24,552.00
3. Project Title CFDA Name and Number: High Intensity Drug Trafficking Areas Program - 95.001	10. Amount of This Award: 11. Total Award:	($13,999.88) $10,552.12
12. • The above grant is approved subject to such conditions or limitation as are set forth in the original Grant.		
13. Statutory Authority for Grant: Public Law 118-47		

AGENCY APPROVAL	RECIPIENT ACCEPTANCE
14. Typed Name and Title of Approving Official Shannon Kelly National HIDTA Director	15. Typed Name and Title of Authorized Official Jeff Branick Judge
16. Signature of Approving ONDCP Official Shannon J. Kelly	17. Signature of Authorized Recipient/Date

AGENCY USE ONLY	
18. Accounting Classification Code UEI: EKC1BVNLJXA8 DUNS: 010807535 EIN: 1746000291A3	19. HIDTA AWARD OND1070DB2425XX OND6113 OND2000000000 OC 410001 JID: 94232

Initiative Cash by HIDTA

FY 2024

Current Budget (net of reprogrammed funds)

HIDTA	Agency Name	Initiative	Cash	Type	Grant
Houston	**County of Jefferson**	South East Texas Drug Enforcement Task Force	10,552.12	Investigation	G24HN0029A
	Agency Total : County of Jefferson		**10,552.12**		
Total			**10,552.12**		

Budget Detail

2024 - Houston

Initiative - South East Texas Drug Enforcement Task Force **Investigation**

Award Recipient - County of Jefferson (G24HN0029A)

Resource Recipient - Jefferson County

Indirect Cost: 0.0%

Current Budget (net of reprogrammed funds) ***($13,999.88)***

Services	Quantity	Amount
Services		($13,999.88)
Total Services		**($13,999.88)**
Total Budget		**($13,999.88)**

18-6
Prescribed by Secretary of State
Sections 4.004, 83.010, 85.004, 85.007, 172.1112, V.T.C.A., Election Code
9/2023

NOTICE OF JOINT GENERAL PRIMARY ELECTIONS, DEMOCRATIC AND REPUBLICAN PARTIES

To the Registered Voters of the County of Jefferson County, Texas:

Notice is hereby given that the polling places listed below will be open from 7:00 a.m. to 7:00 p.m., March 3, 20 26, for voting in a general primary election for the Democratic and Republican Parties to nominate federal officers, Members of the State Legislature, and state, district, county and precinct officers; and for the purpose of electing county and precinct chairs.

*If precincts have been combined to form one consolidated precinct, list all precinct numbers that will be voting at the consolidated location.

On Election Day, voters must vote in their precinct where registered to vote.

Location of Election Day Polling Places Include Name of Building and Address	Precinct Number(s)
See attached.	

For early voting, a voter may vote at any of the locations listed below:

Locations for Early Voting Polling Places Include Name of Building and Address	Days and Hours of Operation
See attached.	

Applications for ballot by mail shall be mailed to:
Roxanne Acosta-Hellberg
Jefferson County Clerk
P.O. Box 1151
Beaumont, Texas 77704-1151

Applications for ballots by mail must be received no later than the close of business on Friday, February 20, 2026.

Issued this the 29 day of Dec, 20 25

12/30/2025
Signature of Democratic Party, County Chair

JCRP - Secretary
Signature of Republican Party, County Chair

AVISO DE ELECCIONES PRIMARIAS GENERALES CONJUNTAS, PARTIDOS DEMOCRATA Y REPUBLICANO

A los votantes registrados del Condado de Jefferson County, Texas:

Notifíquese por la presente, que las casillas electorales citadas abajo se abrirán desde las 7:00 a.m. hasta las 7:00 p.m. el 3 de marzo de 20 26 para votar en la elección primaria general para el Partido Dem & Rep para nombrar funcionarios federales, los miembros de la Legislatura Estatal, y a los oficiales del estado, distrito, condado y del precinto; y con el propósito de elegir al presidente del condado y del precinto.

Si se han combinado precintos para establecer un precinto consolidado, incluya todos los números de precinto cuyos votantes estarán votando en el sitio del precinto consolidado.

El Día de Elección, los votantes deberán votar en su precinto donde están inscritos para votar.

Ubicación de las casillas electorales el Día de Elección Incluir Nombre del Edificio y Dirección	Número de precinto
Ver adjunto	

Para Votación Adelantada, los votantes podrán votar en cualquiera de las ubicaciones nombradas abajo.

Ubicación de las casillas electorales de votación adelantada Incluir Nombre del Edificio y Dirección	Días y Horas Hábiles
Ver adjunto	

Las solicitudes para votar por correo deberan enviarse a:
Roxanne Acosta-Hellberg
Jefferson County Clerk
P.O. Box 1151
Beaumont, Texas 77704-1151

Las solicitudes para boletas por correo deben recibise a mas tardar al cierre del horario laboral del viernes 20 de febrero de 2026.

Emitida este día 29 de Dec, 20 25.

12/30/2025
Firma del Presidente del Partido Democrata del Condado

JCRP - Secretary
Firma del Presidente del Partido Republicano, Presidente del Condado

EARLY VOTING
February 17 – February 27

March Joint Primary Elections – Countywide Polling – All precincts may vote at any Vote Center.
(Elecciones Primarias Conjuntas de Marzo – Lugares de votacion en todo el condado – Todos los precintos pueden votar en cualquier centro de votacion.)

Election Day Polling Places *Localizaciones*	**Address** *Direccion*	**City, State, Zip Code** *Cuidad, Estado, Codigo postal*
Precinct 1 Service Center (Front Conference Room)	20205 W. Hwy 90	China, TX 77613
Rogers Park Community Center	6540 Gladys Ave	Beaumont, TX 77706
Hebert Library (Community Room)	2025 Merriman St	Port Neches, TX 77651
Ray Chesson Office Building (Courtroom)	19217 FM 365	Beaumont, TX 77705
Marion & Ed Hughes Public Library (Meeting Room)	2712 Nederland Ave	Nederland, TX 77627
Groves Activity Building (Lounge)	6150 39th Street	Groves, TX 77619
Jefferson County Sub-Courthouse (Foyer)	525 Lakeshore Dr	Port Arthur, TX 77640
Port Arthur Library (Lucy Stiefel Gallery)	4615 9th Avenue	Port Arthur, TX 77642
Jefferson County Courthouse (Lobby)	1085 Pearl St	Beaumont, TX 77701
John Paul Davis Community Center	3580 E. Lucas Dr	Beaumont, TX 77703
Theodore Johns Library (Meeting Room)	4255 Fannett Rd	Beaumont, TX 77705

DATES AND HOURS FOR ALL ABOVE LOCATIONS:
(Fechas y Horas para todas las localizaciones anteriores):

February 17 - 20, 2026 (Febrero 17 - 20, 2026)	Tuesday - Friday (Martes -Viernes)	8:00 a.m. - 5:00 p.m.
February 21, 2026 (Febrero 21, 2026)	Saturday (Sábado)	7:00 a.m. - 7:00 p.m.
February 22, 2026 (Febrero 22, 2026)	Sunday (Domingo)	12:00 p.m. - 6:00 p.m.
February 23 – February 27, 2026 (Febrero 23 – Febrero 27, 2026)	Monday – Friday (Lunes – Viernes)	7:00 a.m. – 7:00 p.m.

ELECTION DAY
MARCH 3, 2026

March Joint Primary Elections – Countywide Polling – All precincts may vote at any Vote Center.
(Elecciones Primarias Conjuntas de Marzo – Lugares de votacion en todo el condado – Todos los precintos pueden votar en cualquier centro de votacion.)

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BISD Administration Building (Boardroom)	3395 Harrison Ave	Beaumont, TX 77706
Precinct 1 Service Center (Front Conference Room)	20205 W. Hwy 90	China, TX 77613
Rogers Park Community Center	6540 Gladys Ave	Beaumont, TX 77706
RC Miller Library (Meeting Room)	1605 Dowlen Road	Beaumont, TX 77706
Caldwood Elementary (Gymnasium)	102 Berkshire Lane	Beaumont, TX 77707
Bevil Oaks Civic Center	7390 Sweetgum Road	Bevil Oaks, TX 77713
Hebert Library (Community Room)	2025 Merriman St	Port Neches, TX 77651
Jefferson County WCID 10 Fire Station (Front Lobby)	2024 Spurlock Rd.	Nederland, TX 77627
Nederland Recreation Center (Meeting Room)	2301 Avenue H	Nederland, TX 77627
Ray Chesson Office Building (Courtroom)	19217 FM 365	Beaumont, TX 77705
Jefferson County ESD #4 (Main Meeting Room)	12880 FM 365	Beaumont, TX 77705
Marion & Ed Hughes Public Library (Meeting Room)	2712 Nederland Ave	Nederland, TX 77627
Groves Activity Building (Lounge)	6150 39th Street	Groves, TX 77619
Hamshire VFD and Community Center	12318 2nd St	Hamshire, TX 77622
DeQueen Elementary (Fifth Grade Hall)	740 DeQueen Blvd	Port Arthur, TX 77640
Jefferson County Sub-Courthouse (Foyer)	525 Lakeshore Dr	Port Arthur, TX 77640
El Vista Community Center	615 Ellias Street	Port Arthur, TX 77640
Port Acres Elementary (Main Hallway)	5900 Jade Ave	Port Arthur, TX 77640
Port Arthur Library (Lucy Stiefel Gallery)	4615 9th Avenue	Port Arthur, TX 77642
R.L. Gabby Eldridge Center	5262 S. Gulfway Dr	Sabine Pass, TX 77655
Travis Elementary (Library)	1115 Lakeview Ave	Port Arthur, TX 77642
Alice Keith Park Recreation Center	4075 Highland Ave	Beaumont, TX 77705
Charlton-Pollard Elementary (Gymnasium)	825 Jackson St	Beaumont, TX 77701
Lamar University Montagne Center (Cardinal Club Room)	4401 S. MLK Pkwy	Beaumont, TX 77705
Jefferson County Courthouse (Lobby) **Main Polling Location**	1085 Pearl St	Beaumont, TX 77701
John Paul Davis Community Center	3580 E. Lucas Dr	Beaumont, TX 77703
Precinct 4 Service Center (Conference Room)	7780 Boyt Rd	Beaumont, TX 77713
Roy Guess Elementary (Hallway near Gymnasium)	8055 Voth Rd.	Beaumont, TX 77708
Sterling Pruitt Center (Multi-purpose Room)	2930 Gulf St	Beaumont, TX 77703
Theodore Johns Library (Meeting Room)	4255 Fannett Rd	Beaumont, TX 77705

JOINT ELECTION AGREEMENT AND
ELECTION SERVICES CONTRACT
BETWEEN JEFFERSON COUNTY, TEXAS
AND
DEMOCRAT PARTY
REPUBLICAN PARTY

This agreement made and entered into, by and between **Jefferson County, Texas** ("County"), acting hereinafter by and under the authority granted to her by sections 31.091 & 31.092 of the Texas Election Code, the **County Election Officer, Roxanne Acosta-Hellberg, County Clerk for Jefferson County, Texas**, (hereinafter referred to as "County Election Officer"), and **Democrat Party, Republican Party** hereinafter referred to as "Political Subdivision"), acting herein by and through its governing body regardless of the name assigned to such governing body (hereinafter collectively referred to as "Parties").

WHEREAS, Political Subdivision is required to conduct an election on **March 3, 2026**; and the parties desire that the County Election Officer conduct the election for the Political Subdivision and, possibly, other political subdivisions located, in whole or in part, in Jefferson County, Texas. If other political subdivisions enter into a contract with the County for the purpose that the County Election Officer will run the election for the other political subdivisions, or expressly joins in this contract, Political Subdivision intends to reimburse Jefferson County, Texas the cost of running such election as determined by the County Election Officer, or share the cost of running the election with other political subdivisions based on the following terms and conditions.

THIS JOINT ELECTION AGREEMENT AND ELECTION SERVICES CONTRACT is made this 13 day of January, **2026**, by and between the Political Subdivision, and the County, pursuant to Texas Election Code Section 31.092. The parties agree to enter into a Joint Election Agreement and an election services contract with each other in accordance with Chapter 271 of the Texas Election Code and this Agreement. This Agreement is entered into in consideration of the mutual covenants and promises hereinafter set out:

1. **RECITALS.** Political Subdivision is a political entity situated wholly or partially within Jefferson County, Texas. Political Subdivision and County Election Officer have determined that it is in the public interest of Jefferson County voters that the following contract be made and entered into for the purpose of having County Election Officer furnish to Political Subdivision certain election services and equipment needed by Political Subdivision in connection with the holding of its **March 3, 2026** Election. The County's voting equipment is to be used in this Election. The rental rate for the use of this election equipment has been approved by the Commissioners Court for Jefferson County, Texas.

2. **DUTIES AND SERVICES OF COUNTY ELECTION OFFICER.** County Election Officer shall be responsible for performing the following duties and shall furnish the following services and equipment:

(a) Notify and coordinate presiding election judges, alternate judges, and all other election officials required to administer this Election. The County will make emergency appointments of election officials if necessary. Compensate all election workers for time worked at the approved hourly rate by Commissioners Court.

(b) Arrange for poll worker training through a third party or conduct necessary training. Notify all early voting and election day officials of the date, time and place thereof.

(c) Arrange for the use of early voting polling locations and election day polling locations. If emergency replacement polling locations are needed, County Election Officer shall make necessary alternate arrangements to locate another public place (or if unavailable, a private building), and shall notify Political Subdivision as soon as possible. (See the early voting and election day polling location sheets attached).

(d) Procure election kits and supplies and distribute to the precinct judges and early voting deputies. Obtain from the Tax -Assessor /Voter Registrar lists of registered voters to be used in conducting the election in conformity with the boundaries of Political Subdivision and the election precincts established for the election. The Election Day list of registered voters shall be arranged in alphabetical order.

(e) Prepare and test all electronic voting equipment; format ballot styles; secure audio; oversee all equipment and voter registration database programming; and assure compliance with equipment security requirements. Arrange for transport of equipment to and from polling locations.

(f) Serve as Early Voting Clerk for this Joint Election; and also process, print, mail, and tabulate ballots for any eligible voter, who applies for a ballot by mail including all eligible FPCA applicants. Supervise the conduct of early voting in person and appoint sufficient personnel to serve as deputy early voting clerks. Provide lists of early voters as provided by law if requested by Political Subdivision.

(g) Publish legal notice of the date, time and place of the public logic and accuracy test. Prepare test materials and conduct internal election testing, public logic and accuracy test, and tests of tabulation equipment.

(h) Arrange for the early ballot board, signature verification committee, tabulation personnel, and all equipment and supplies needed at central counting station. Tabulate early voting, election night, paper mail ballots and provisional ballots. Tabulate unofficial returns and assist in preparing the tabulation for the official canvass. Provide Political Subdivision its voter history report following the election if requested.

(i) Serve as Custodian of Records for election records in County Election Officer's custody and provide for the retention of said election records as provided by law.

(j) Provide information services for voters and election officers.

(k) Maintain accurate records of all expenses incurred in connection with the responsibilities under this Agreement and provide Political Subdivision a final invoice after the conduct of the election. Provide any detailed backup to such invoice, if requested, reflecting the charges or components of the costs set forth on the invoice submitted to Political Subdivision.

(l) The Contracting Office is responsible for collecting the compensations sheets for the election judges, clerks, and early voting ballot board. The County Election Officer will also pay the aforementioned for their services and time in accordance with their rate of pay policy.

(m) County Election Officer shall conduct a manual count as prescribed by Section 127.201 of the Texas Election Code, unless waived by the Secretary of State. A written report shall be submitted to the Secretary of State as required by Section 127.201(e) of the aforementioned Election Code. If requested, County Election Officer shall provide a written report to Political Subdivision in a timely manner.

(n) The County Election Officer shall place the funds paid by Political Subdivision hereunder in a "contract fund" as prescribed by Section 31.100 of the Texas Election Code.

3. **DUTIES AND SERVICES OF POLITICAL SUBDIVISION**. Political Subdivision shall be responsible for performing the following duties:

(a) Prepare all election orders, resolutions, notices, and other pertinent documents for adoption and execution by the appropriate Political Subdivision officer or body. Take all actions necessary for calling the Election for the Political Subdivision, which are required by the Texas Election Code and/or the Political Subdivision's governing body, charter, ordinances, or other applicable laws. Execute an Election Services Contract with the County for the purpose of election administration. Serve as Custodian of Records for all election records in its possession as provided by law.

(b) Political Subdivision shall be responsible for the legal sufficiency of any order calling their election. Political Subdivision shall be responsible for all substantive and procedural legal issues governing the conduct of their election. Political Subdivision understands and agrees that County Election Officer provides no legal advice to Political Subdivision.

(c) Political Subdivision shall adopt the early voting and election day vote center polling locations used by the County. Political Subdivision shall adopt all early voting dates, and hours recommended by the County Election Officer in accordance with the Texas Election Code. Political Subdivision shall adopt the Election Day Vote Center polling locations for each county voting precinct that is within its jurisdictional boundaries. Political Subdivision shall confirm the accuracy of its jurisdictional boundaries and precincts.

(d) Prepare, post and publish all required election notices for Political Subdivision except for the Public Test Notice that County Election Officer shall publish. In addition, if this election's polling locations are different than Political Subdivision's previous election, Political Subdivision shall post notice at the entrance to any previous polling places in its jurisdiction stating that the location has changed and provide the polling location and address for those voters for this election, pursuant to Texas Election Code Section 43.062, unless County has posted the notice of the change for their election. Educate the voters in the Political Subdivision on early voting and election day times, dates and polling locations.

(e) Political Subdivision shall confirm with Tax-Assessor/Voter Registrar its boundaries, county voting precincts and street details within those boundaries. Political Subdivision will validate all boundaries are defined properly within Jefferson County voter registration database, maps and street lists with block ranges and odd/even/both indicators before the coding and programming of the ballot begins. If changes are necessary after programming has begun, the Political Subdivision responsible will incur the cost of re-programming for all entities involved. Political Subdivision must proof and approve all programming work done for the jurisdiction according to the Election Day Calendar published by the Secretary of State of Texas for the **March 3, 2026** General Election, known as the SOS Election Day Calendar for **March 3, 2026.**

(f) Deliver to County Election Officer, according to the above-mentioned Election Day Calendar, ballot

language with Spanish translations, candidate names or measures, the order in which they are to be printed on the ballot with the exact form and spelling. Provide pronunciation for difficult names or words to use on the audio recording. Timely review and sign off on ballot proofs.

(g) Any requests for early voting ballots to be voted by mail received by Political Subdivision must be hand delivered or faxed to County Election Officer on the day of receipt. If the application is faxed, the original application must be mailed to County Election Officer. County Election Officer will process applications, mail appropriate ballots, and tabulate.

(h) If requested, assist County Election Officer in recruiting bilingual poll workers. Provide documentation on Political Subdivision's efforts to recruit bilingual poll workers if requested by the U. S. Department of Justice.

(i) Pay prorated additional costs incurred by County Election Officer if a recount for said election is required, the election is contested in any manner, or a runoff is required.

(j) Canvass the returns and declare the election results for Political Subdivision. Political Subdivision is responsible for filing any precinct reports required by the Secretary of State.

(k) The deposit will be waived for this Election Agreement for all Political Subdivisions. All costs will be assessed and a detailed bill will be rendered within a reasonable time after the canvassing of the election or the receipt of all invoices needed to validate the billing. Any discrepancies in billing should be addressed immediately.

(l) Political Subdivision agrees to enter into a Joint Election Agreement with any other political subdivision in Jefferson County which enters into an Election Services Contract with the County and which holds an election on **March 3, 2026.**

4. COST OF SERVICES. Political Subdivision shall share some expenses for the above services, supplies and equipment. Additional elections may lower costs for each entity, and election cancellations may raise costs for each entity. It is understood that other political entities may wish to participate in the use of the County's electronic voting equipment and polling locations, and it is agreed that County Election Officer may enter into other contracts with entities for those purposes on terms and conditions generally similar to those set forth in this Agreement. Only the actual expenses directly attributable to this Agreement and any shared expenses may be charged to Political Subdivision, plus a 10% administrative fee.

(a) Costs for early voting and election day may include: equipment delivery, supplies, mail ballots, payroll, equipment leasing, and any additional costs, will be shared proportionally between all political subdivisions which enter into a joint election agreement with County according to the number of voting precincts within each political subdivision. (See the Estimated Election Cost Sheet attached).

5. GENERAL CONDITIONS.

(a) The parties agree that the timing is critical on all duties in this Agreement. Lack of adherence to any deadline in the Election Day Calendar without prior agreement of County Election Officer may result in cancellation of County Election Officer's duties and obligations to conduct Political Subdivision's election under this Agreement or, at the discretion of County Election Officer, a late penalty surcharge in an amount not to exceed 10% of the final election cost but not less than $75.00, in accordance with section 31.100(d) of the Texas Elections Code. Adherence to the Secretary of State of Texas' Election

Day Calendar is critical because of the County's obligation to complete all programming and testing; to process, print and mail military and overseas ballots by state/federal deadlines; the County's duty to conduct federal, state, county elections; and/or other contracted elections.

(b) In accordance with Section 31.098 of the Texas Election Code, County Election Officer is authorized to contract with third persons for election services and supplies and is authorized to hire necessary temporary personnel to perform contracted duties. Part-time personnel will be compensated at the hourly rate set by the County.

(c) Political Subdivision acknowledges that electronic voting equipment is highly technical and it is conceivable that, despite the best effort of the parties and technical assistance, it might fail during the election. County Election Officer will do whatever is possible to remedy the situation, but Political Subdivision agrees that should such equipment fail, it will not make any claim for damages of any kind.

(d) Any qualified voter in the Joint Election may vote early by personal appearance at any of the joint early voting locations or at any Vote Center/Polling Location on election day.

(e) The County Election Officer may contract with numerous political subdivisions for the Joint Election, and the parties agree that all ballot styles will be programmed into one voting system. Each voter will receive one ballot which contains all races and issues in the Joint Election for which the voter is eligible at the address and in the precinct in which the voter is currently registered. One joint voter sign in process consisting of a common list of registered voters and common signature rosters shall be used in precincts in which the county polling locations are used.

(f) The County Election Officer shall file copies of this Agreement with the Auditor and Treasurer of Jefferson County not later than the 10th day from receipt of the fully executed contract by County Election Officer.

(g) The County is self-insured for personal liability issues. Should Political Subdivision desire insurance for injuries during this election or other liabilities, entity shall make such arrangements separate from this Agreement.

(h) In the event that the performance by County Election Officer of any of its obligations hereunder shall be interrupted or delayed by any occurrence not occasioned by its own conduct, whether such occurrence be an act of God or the result of war, riot, civil commotion, sovereign conduct, or the act or condition of any persons not a party thereof, then it shall be excused from such performance for such period of time as is reasonably necessary after such occurrence to remedy the effects thereof.

(i) The parties to this Agreement agree that Political Subdivision may cancel this Agreement in the event that it has no need to conduct an election by 60th day before election day. If Political Subdivision's election is cancelled after deadline, a $200 contract preparation and processing fee will be due in addition to any costs incurred by County Election Officer on behalf of Political Subdivision prior to said cancellation.

(j) The Political Subdivision has the option of extending the terms of this Agreement through its runoff election, if applicable. Political Subdivision may reduce the number of the adopted early voting locations and/or election day voting locations in which precincts are not involved in a runoff election. In the event of a runoff that Political Subdivision wants County Election Officer to conduct, Political Subdivision, with input from the County Election Officer, agrees to coordinate the date with other entities

participating in this Joint Election. If Political Subdivision elects to have County Election Officer conduct a runoff election, the cost will be determined by the number of entities participating and the actual costs plus administrative fees. Political Subdivision will be responsible for all orders, notices, and publications required for their runoff except the publication of the public logic and accuracy test which County Election Officer will publish.

6. DISPUTE RESOLUTION PROCEDURE

The parties agree to use dispute resolution process provided for in Chapter 2260 of the Texas Government Code to attempt to resolve all disputes arising under this Agreement. Either party must give written notice to the other party of a claim for breach of this Agreement not later than the 180th day after the date of the event, giving rise to the claim. By their execution of their Agreement, the parties acknowledge and knowingly and voluntarily agree that neither the execution of this Agreement, nor the conduct, act or inaction by any person in the execution, administration or performance of this Agreement constitutes or is intended to constitute a waiver of the party's immunity from suit with respect to claims of third parties.

7. ENTIRE AGREEMENT/AMENDMENT

This Agreement constitutes the entire agreement between **Democrat Party, Republican Party** and Jefferson County, Texas. This Agreement may be amended only in writing and signed by the parties.

8. NOTICES

Except as otherwise provided in this section, all notices, consents, approvals, demands, request, or other communications provided for or permitted to be given under any of the provisions of this Agreement shall be in writing and shall be deemed to have duly given or served when delivered by hand delivery or when deposited in the U.S. mail by registered or certified mail, return receipt requested, postage prepaid, and addressed as set forth below or to such other person or address as may be given in writing by either party to the other in accordance with this section:

DEMOCRAT PARTY:
Joseph Trahan
Democrat Chair

REPUBLICAN PARTY:
Joe Evans or Representative
Republican Chair

JEFFERSON COUNTY:
Roxanne Acosta-Hellberg
Jefferson County Clerk
P. O. Box 1151
Beaumont, TX 77704

Democrat Party:

By: _____
Name: Joseph Trahan
Democrat Chair

Attest: _____

IN WITNESS WHEREOF, each of the parties agrees to the terms of this Agreement and has caused this Agreement to be executed on the 12 day of January, 2026.

Republican Party:

By: _____

Name: Joe Evans or Representative
Republican Chair Secretary JCRP

Attest: _____

IN WITNESS WHEREOF, each of the parties agrees to the terms of this Agreement and has caused this Agreement to be executed on the 12 day of Jan, 2026.

By: _____

Name: Roxanne Acosta-Hellberg
Title: County Election Officer for Jefferson County, Texas.

Received and filed:
Jefferson County

By: _____
Hon. Jeff Branick
Title: County Judge for Jefferson County, Texas.

COMMISSIONERS COURT JEFFERSON COUNTY, TEXAS

Attest: _____
County Clerk Jefferson County, Texas
Date Copy of agreement Furnished
to County Treasurer for Jefferson County, Texas: 1/13/26

Date Copy of agreement Furnished
to the Auditor for Jefferson County, Texas: 1/13/26

ESTIMATED ELECTION COSTS

Costs may be adjusted for changes at the time of the election

#1 Publish Legal Notices	
Publish Legal Notices – the Number of published posts based on type of Election	TBD
#2 Transportation of Voting Equipment	
Rental cost of trucks to transport voting equipment during EV & ED.	TBD
#3 Polling Location Site Rental	
Rental fees charged by locations	TBD
#4 Professional Services	
Contracted services – includes cost of support personnel and mail ballot services	TBD
#5 EV & ED Field Tech Support	
Wages and mileage for Field Technicians	TBD
#6 EV & ED Supplies	
Election Kits – extension cords, seals, PPE, envelopes, power strips, etc.	$ 50.00
A – Frames and totems	$ 145.00
File box with forms	$ 250.00
#7 Internet Service for Cell Phones and Wifi Cards	
Cell Phones and Internet Service	$35.00
Wifi Cards and Internet Service	$35.00
#8 Printing Fees and Postage	
Cost of all printed ballots (ballots by mail, sample ballots and test ballots)/sheet	$ .50
Mail Ballots per set (completed in house)	$ TBD
Mail Ballots to be cured per set	$ TBD
Cost of Activation Cards (ballots)	TBD
#9 Public Test, EVBB, SVC and CCS Personnel Costs	
Payroll costs associated with the operation of the EVBB, SVC, CCS and Public Test.	TBD
#10 Early Voting Personnel and Other Training	
Wages, training and expenses for training of Early Voting personnel	TBD
#11 Election Day Personnel	

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Wages, training and other expenses for Election Day personnel	TBD

#12 Security and Maintenance Personnel for EV and ED	
Overtime wages for Sheriff Deputies and Maintenance personnel	TBD

#13 & #14 Early Voting & Election Day Equipment Usage Fees	
DS200 Scanner/Tabulator with Cart	$450.00
Quad Cart with 4 ExpressVote Machines	$850.00
ExpressVote wit Curbside Cart	$215.00
ES&S Pollbook + Printer	$100.00
DS450 – 2 in the Central Counting Station (CCS)	$1,030.00

#15 - 10% Administrative Fee (TEC Section 31.100)	
10% Administrative Fee allowed by statute.	TBD

*Proportionate costs will be calculated based on the number of voting precincts in the Political Subdivision divided by the total number of voting precincts participating in this election.

**Political Subdivision located in 1 to 5 precincts, in whole or in part, shall not be charged over $10,000.00 for a joint election with county/state races.

***Political Subdivision requiring run-off elections will be billed 100% of the cost of the election.

****For those elections where the County is not a participant, costs shall be allocated based on the number of precincts, in whole or in part, encompassed by the Political Subdivision.

EARLY VOTING
February 17 – February 27

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(Elecciones Primarias Conjuntas de Marzo – Lugares de votacion en todo el condado – Todos los precintos pueden votar en cualquier centro de votacion.)

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ELECTION DAY
MARCH 3, 2026

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Caldwood Elementary (Gymnasium)	102 Berkshire Lane	Beaumont, TX 77707
Bevil Oaks Civic Center	7390 Sweetgum Road	Bevil Oaks, TX 77713
Hebert Library (Community Room)	2025 Merriman St	Port Neches, TX 77651
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Marion & Ed Hughes Public Library (Meeting Room)	2712 Nederland Ave	Nederland, TX 77627
Groves Activity Building (Lounge)	6150 39th Street	Groves, TX 77619
Hamshire VFD and Community Center	12318 2nd St	Hamshire, TX 77622
DeQueen Elementary (Fifth Grade Hall)	740 DeQueen Blvd	Port Arthur, TX 77640
Jefferson County Sub-Courthouse (Foyer)	525 Lakeshore Dr	Port Arthur, TX 77640
El Vista Community Center	615 Ellias Street	Port Arthur, TX 77640
Port Acres Elementary (Main Hallway)	5900 Jade Ave	Port Arthur, TX 77640
Port Arthur Library (Lucy Stiefel Gallery)	4615 9th Avenue	Port Arthur, TX 77642
R.L. Gabby Eldridge Center	5262 S. Gulfway Dr	Sabine Pass, TX 77655
Travis Elementary (Library)	1115 Lakeview Ave	Port Arthur, TX 77642
Alice Keith Park Recreation Center	4075 Highland Ave	Beaumont, TX 77705
Charlton-Pollard Elementary (Gymnasium)	825 Jackson St	Beaumont, TX 77701
Lamar University Montagne Center (Cardinal Club Room)	4401 S. MLK Pkwy	Beaumont, TX 77705
Jefferson County Courthouse (Lobby) **Main Polling Location**	1085 Pearl St	Beaumont, TX 77701
John Paul Davis Community Center	3580 E. Lucas Dr	Beaumont, TX 77703
Precinct 4 Service Center (Conference Room)	7780 Boyt Rd	Beaumont, TX 77713
Roy Guess Elementary (Hallway near Gymnasium)	8055 Voth Rd.	Beaumont, TX 77708
Sterling Pruitt Center (Multi-purpose Room)	2930 Gulf St	Beaumont, TX 77703
Theodore Johns Library (Meeting Room)	4255 Fannett Rd	Beaumont, TX 77705

MUTUAL AID AGREEMENT FOR COMPLEX EMERGENCY RESPONSE AND INVESTIGATION PLANNING

I. PARTIES

This Mutual Aid Agreement (Agreement) is between the Department of Public Safety (DPS), the Jefferson County (Sheriff's Office), and the multiple first responders (____) for Complex Emergency Response and Investigation Planning related to active attack incidents at primary and secondary school facilities in Jefferson County (County).

II. DEFINITIONS

A. For purposes of this Agreement, governmental entities that employ first responders include the following:
   1. A peace officer described by Texas Code of Criminal Procedure Article 2A.001;
   2. An individual included as a fire protection personnel in Texas Government Code Section 419.021; and
   3. An individual included as emergency medical services personnel in Health and Safety Code Section 773.003.

III. BACKGROUND AND PURPOSE

House Bill (H.B.) 33 of the 89th Texas Regular Legislative Session, codified into Texas Government Code Section 772.013, mandates that DPS and certain local governmental entities employing first responders in each County, as identified by the County Sheriff's Office, enter into an agreement that establishes the procedures for the provision of resources, personnel, facilities, equipment, and supplies necessary to respond to active attack incidents at primary and secondary school facilities int the County in a vertically integrated manner.

This Agreement establishes the overall framework for collaboration by the parties and each party's respective duties to carry out the mandates of HB 33. The parties will separately enter into a working protocols agreement that will establish the specific procedures that the parties will follow to ensure the provision of comprehensive resources, personnel, facilities, equipment and supplies necessary for responding to and investigating active attack incidents at primary and secondary school facilities in the County.

IV. STATEMENT OF DUTIES TO BE PERFORMED

A. DPS RESPONSIBILITIES
   1. Consult with the County Sheriff's Office to determine which governmental entities employing first responders are reasonably likely to respond to an active attack incident at the primary and secondary school facilities in the County.
   2. Invite any appropriate federal agencies, as determined by DPS, to participate in the multiagency tabletop exercises and in-person drills.
   3. Invite any appropriate federal agencies, as determined by DPS, to enter into this Agreement as a Party.

B. COUNTY SHERIFF'S OFFICE RESPONSIBILITIES

Provide input to DPS on all the local governmental entities employing first responders that are reasonably likely, in the Sheriff's opinion, to respond to an active attack incident at the primary and secondary school facilities in the County. If the County has more than one school district, the County shall identify, as needed, the different governmental entities likely to respond to the different districts in the County.

C. MUTUAL RESPONSIBILITIES

DPS, the County Sheriff's Office and the signatories to this MOU understand and agree to the following:

1. To participate in a multiagency tabletop exercise at least once each odd-numbered year. The parties will collaboratively determine how often the tabletop exercise will be conducted in each odd-numbered year and the date(s) of the exercise.
2. To participate in an in-person drill at least once each even-numbered year. The parties will collaboratively determine how often the in-person drill will be conducted in each even-numbered year and the date(s) of the exercise.
3. To collaboratively establish procedures in a separate working protocols agreement, incorporated by this reference as an exhibit to this Agreement, for the provision of resources, personnel, facilities, equipment, and supplies in responses to critical active attack incidents at primary and secondary school facilities in the County in a vertically integrated fashion. DPS and the County will determine if more than one working protocols agreement is required if the County has more than one school district.
4. When establishing the procedures, DPS and local law enforcement agencies will:
   a. give priority to establishing the interoperability of communications equipment among the parties to this Agreement;
   b. establish procedures for interagency coordination in activities arising from critical active attack incidents, including evidence collection;
   c. set jurisdictional boundaries; and
   d. determine the capabilities, processes, and expectations among the parties to this Agreement.

V. TERM OF CONTRACT AND AMENDMENTS

This Agreement is effective on the date of the last party to sign. The parties will review the Agreement each year from the date of execution to determine if any amendments need to be made. This Agreement may only be amended by mutual written agreement of the parties.

VI. NO LIABILITY; NO APPARENT AGENCY AUTHORITY

The parties are associated with each other only for the purposes and to the extent set forth in this Agreement.

The parties agree that they shall have no liability for the actions or omissions of the other parties and are solely responsible for their own actions or omissions; however, only to the extent required by Texas law.

The parties do not have authority for or on behalf of the other parties except as provided in this Agreement. No other authority, power, partnership, or rights are granted or implied.

VII. NOTICE

The respective party will provide any required notice as noted in this section. Either party may change its information by giving the other party written notice and the effective date of the change.

If to DPS: TBD; name, title, address, email address, phone, fax

If to County Sheriff's Office: TBD; name, title, address, email address, phone, fax

If to Local Governmental Entity: TBD; name, title, address, email address, phone, fax

If to Federal Agency: TBD; name, title, address, email address, phone, fax

The undersigned signatories have full authority to enter into this Agreement on behalf of the respective Parties.

Signature	Printed Name	Title/Agency	Date
Signed by: Zena Stephens	Zena Stephens	Zena Stephens	12/10/2025
Signature	Printed Name	Title/Agency	Date
Signed by: Donta Miller	Donta Miller	Chief Deputy/JCSO	12/10/2025
Signature	Printed Name	Title/Agency	Date
Signed by: Jevonne Pollard	Jevonne Pollard	Constable	12/10/2025
Signature	Printed Name	Title/Agency	Date
Signed by: Christopher Bates	Christopher Bates	Constable	12/31/2025
Signature	Printed Name	Title/Agency	Date
Signed by: Bryan Werner	Bryan Werner	Constable	12/23/2025
Signature	Printed Name	Title/Agency	Date
	Everett "Ed" Cormier		12/31/2025
Signature	Printed Name	Title/Agency	Date
Signed by: Robert Adams	Robert Adams	Constable	12/31/2025
Signature	Printed Name	Title/Agency	Date
Signed by: Gene Winston	Gene Winston		01/02/2026
Signature	Printed Name	Title/Agency	Date
Signed by: Brit Featherstone	Brit Featherstone		12/30/2025
Signature	Printed Name	Title/Agency	Date

ATTEST: Judy Gunnell — Jeff R. Branick — County Judge

DATE 1/13/26

COMMISSIONERS COURT JEFFERSON COUNTY, TEXAS

Signature	Printed Name	Title/Agency	Date
	Timothy Duriso		
Signed by: Charlie Porter 06715CCC643D435...	Charlie Porter	Chief/PAISD PD	01/02/2026
Signature	Printed Name	Title/Agency	Date
DocuSigned by: Tim Ocnaschek 2988FBDFBFD54D7...	Tim Ocnaschek	Chief/Beaumont PD	12/23/2025
Signature	Printed Name	Title/Agency	Date
Signed by: Joseph Malbrough 55A08289B95A48D...	Joseph Malbrough	Beaumont ISD PD	12/22/2025
Signature	Printed Name	Title/Agency	Date
Signed by: Christopher Robin 88B7C43010E84B4...	Christopher Robin	Marshal/Groves PD	12/26/2025
Signature	Printed Name	Title/Agency	Date
Signed by: Cheri Griffith 306B85F99C1D4B4...	Cheri Griffith	Chief/Port Neches PD	12/29/2025
Signature	Printed Name	Title/Agency	Date
Signed by: Rod Carroll E5FE165F27CF427...	Rod Carroll	Nederland PD	12/22/2025
Signature	Printed Name	Title/Agency	Date
Signature	Printed Name	Title/Agency	Date
Signed by: Andy Arnold 59BB2DA87C9E4F3...	Andy Arnold	Nederland PD	12/23/2025
Signature	Printed Name	Title/Agency	Date
	Ryan Hall		
Signature	Printed Name	Title/Agency	Date
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	Kyle Matheson		
Signature	Printed Name	Title/Agency	Date

Signature	Printed Name	Title/Agency	Date
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Signature	Printed Name	Title/Agency	Date
Signature	Printed Name	Title/Agency	Date
Signature	Printed Name	Title/Agency	Date

For the purposes of HB33 Mutual Aid Agreements, the below Jefferson County entities are reasonably likely to respond to an active attack event at a school:

1. Jefferson County Sheriff's Office -
   POC Sheriff Zena Stephens - zena.stephens@jeffersoncountytx.gov
   POC Chief Deputy Donta Miller - donta.miller@jeffersoncountytx.gov
   1001 Pearl St. #103
   Beaumont, TX 77701

2. Jefferson County Constable Precinct 1
   POC Constable Jevonne Pollard - Jevonne.Pollard@jeffersoncountytx.gov
   1001 Pearl St. #103
   Beaumont, TX 77701

3. Jefferson County Constable Precinct 2
   POC Constable Christopher Bates - Christopher.Bates@jeffersoncountytx.gov
   525 Lakeshore Drive
   Port Arthur, TX 7740

4. Jefferson County Constable Precinct 4
   POC Constable Bryan Werner - Bryan.Werner@jeffersoncountytx.gov
   19217 Hwy. 365
   Beaumont, TX 77705

5. Jefferson County Constable Precinct 6
   POC Constable Everett "Ed" Cormier - Everett.Cormier@jeffersoncountytx.gov
   1225 Pearl Street Suite 101A
   Beaumont, TX 77701

6. Jefferson County Constable Precinct 7
   POC Constable Robert Adams - Robert.Adams@jeffersoncountytx.gov
   7933 Viterbo Road Suite 5
   Beaumont, TX 77705

7. Jefferson County Constable Precinct 8
   POC Constable Gene Winston - gene.winston@jeffersoncountytx.gov
   525 Lakeshore Drive
   Port Arthur, TX 7740

8. Jefferson County District Attorney Office
   POC Executive Assistant Brit Featherstone -
   Brittian.Featherston@jeffersoncountytx.gov
   1001 Pearl St
   Beaumont, TX 77701

9. Port Arthur Police Department
   POC Chief Timothy Duriso - timothy.duriso@portarthurtx.gov
   645 4th St
   Port Arthur, TX 77640

10. Port Arthur ISD Police Department
    POC Chief Charlie Porter - charlie.porter@paisd.org
    645 4th St
    Port Arthur, TX 77640

11. Beaumont Police Department
    POC Chief Tim Ocnaschek - tim.ocnaschek@beaumonttexas.gov
    255 College St
    Beaumont, TX 77701

12. Beaumont ISD Police Department
    POC Chief Joseph Malbrough - jmalbr1@bmtisd.com
    9275 Manion Dr
    Beaumont, TX 77706

13. Groves Police Department
    POC City Marshal - crobin@cigrovestx.com
    4201 Main Ave
    Groves, TX 77619

14. Port Neches Police Department
    POC Chief Cheri Griffith - cgriffith@ci.port-neches.tx.us
    1201 Merriman St
    Port Neches, TX 77651

15. Nederland Police Department
    POC Chief Rod Carroll - rcarroll@ci.nederland.tx.us
    POC Assistant Chief Andy Arnold - aarnold@ci.nederland.tx.us
    1400 Boston Ave
    Nederland, TX 77627

16. Texas Parks and Wildlife
    POC Captain Ryan Hall - ryan.hall@tpwd.texas.gov
    5655 Eastex Fwy
    Beaumont, TX 77708

17. Lamar Police Department
    POC Chief Hector Flores - hflores1@lamar.edu
    4400 MLK Blvd
    Beaumont, TX 77710

Note: The Jefferson County Constables and District Attorney Office are not dispatched respondent agencies but are commissioned. There is no Precinct 3, or 5.

docusign

Certificate Of Completion

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Document Pages: 9 Signatures: 15
Certificate Pages: 8 Initials: 0
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-06:00) Central Time (US & Canada)

Envelope Originator:
Nancy Devon
5805 N. Lamar Blvd
Austin, TX 78702
Nancy.Devon@dps.texas.gov
IP Address: 204.65.230.117

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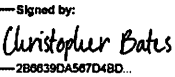
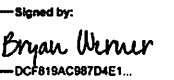
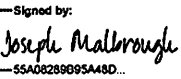
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Security Appliance Status: Connected
Storage Appliance Status: Connected

Holder: Nancy Devon
Nancy.Devon@dps.texas.gov
Pool: StateLocal
Pool: Texas Department of Public Safety
Procurement and Contracting Division

Location: DocuSign

Location: Docusign

Signer Events	Signature	Timestamp
Nancy Devon Nancy.Devon@dps.texas.gov Contract Specialist Texas Department of Public Safety Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	**Completed** Using IP Address: 204.65.230.116	Sent: 12/5/2025 12:13:19 PM Viewed: 12/5/2025 12:13:29 PM Signed: 12/5/2025 12:13:32 PM
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Jevonne Pollard Jevonne.Pollard@jeffersoncountytx.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 12/10/2025 10:34:54 AM ID: 85789135-1aff-4bf1-a34a-db172c9e5b79	Signed by: Jevonne Pollard 4DEB21B585D2413... Signature Adoption: Pre-selected Style Using IP Address: 67.204.4.26	Sent: 12/10/2025 10:29:12 AM Viewed: 12/10/2025 10:34:54 AM Signed: 12/10/2025 10:36:13 AM

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Rod Carroll rcarroll@ci.nederland.tx.us Security Level: Email, Account Authentication (None)	Signed by:  E5FF155F27CF427... Signature Adoption: Pre-selected Style Using IP Address: 71.40.113.122	Sent: 12/22/2025 9:03:02 AM Viewed: 12/22/2025 10:12:35 AM Signed: 12/22/2025 10:15:10 AM

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Ryan Hall ryan.hall@tpwd.texas.gov Security Level: Email, Account Authentication (None)		Sent: 12/22/2025 9:03:03 AM Viewed: 12/22/2025 9:09:37 AM
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Everett "Ed" Cormier Everett.Cormier@jeffersoncountytx.gov Security Level: Email, Account Authentication (None)	**Completed** Using IP Address: 70.122.238.240 Signed using mobile	Sent: 12/22/2025 9:02:57 AM Viewed: 12/31/2025 6:37:28 PM Signed: 12/31/2025 6:37:44 PM
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Robert Adams Robert.Adams@jeffersoncountytx.gov Security Level: Email, Account Authentication (None)	Signed by: Robert Adams A7095542233E4C2...	Sent: 12/22/2025 9:02:57 AM Viewed: 12/31/2025 10:55:23 AM Signed: 12/31/2025 10:58:04 AM
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Gene Winston gene.winston@jeffersoncountytx.gov Security Level: Email, Account Authentication (None)	Signed by: Gene Winston 855F3979EA6A475...	Sent: 12/22/2025 9:02:57 AM Viewed: 1/2/2026 11:06:23 AM Signed: 1/2/2026 11:07:39 AM
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Signer Events	Signature	Timestamp
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Kyle Matheson Kyle.Matheson@dps.texas.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 8/22/2023 8:31:30 PM ID: 03858919-1466-4441-ab26-cfaf1c28bd9d		

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp
Nancy Devon Nancy.Devon@dps.texas.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign		
P&CS COS PCS_HB33MutualAid@dps.texas.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:**		

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Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

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Envelope Updated	Security Checked	12/22/2025 9:02:55 AM
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Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Texas Department of Public Safety Procurement Division (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a $0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Texas Department of Public Safety Procurement Division:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:
To contact us by email send messages to: sandra.wallis@dps.texas.gov

To advise Texas Department of Public Safety Procurement Division of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at sandra.wallis@dps.texas.gov and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from Texas Department of Public Safety Procurement Division

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to sandra.wallis@dps.texas.gov and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Texas Department of Public Safety Procurement Division

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to sandra.wallis@dps.texas.gov and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: https://support.docusign.com/guides/signer-guide-signing-system-requirements.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Texas Department of Public Safety Procurement Division as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Texas Department of Public Safety Procurement Division during the course of your relationship with Texas Department of Public Safety Procurement Division.

TAX ASSESSOR-COLLECTOR CONTINUING EDUCATION TRANSCRIPT

Reporting Period: 1/1/2025 - 12/31/2025

Hon. Kate Carroll
Tax Assessor-Collector
Jefferson County
PO Box 2112
Beaumont, TX 77704

ID: 271292
Phone: (409) 835-8714
Fax: (409) 835-8589
Enrolled Date: 01/01/2025

Date	Description	Earned Hours
01/07/2025	Public Information Act	1.00
01/22/2025	New County Tax Assessor-Collector Orientation	2.00
02/07/2025	Open Meetings Act	1.00
02/14/2025	Ethics for County Tax Assessor-Collectors	1.00
03/19/2025	Intro To Property Tax Administration (PTEC.101)	20.00
03/21/2025	Intro To Property Tax Appraisal (PTEC.102)	20.00
04/09/2025	Property Tax Law (PTEC.7)	24.00
04/25/2025	Property Tax Assessments and Collections (PTEC.8)	26.00
06/01/2025	Title Fraud Training	2.00
06/04/2025	91st Annual Tax Assessor-Collectors Association Conference	8.00
06/18/2025	Truth in Taxation (PTEC.28)	18.00
07/11/2025	2025 ACT User Conference	8.50
07/22/2025	TxDMV Module II Motor Vehicle Fraud	1.00
08/13/2025	Advanced Assessments and Collections (PTEC.9)	18.00
08/29/2025	2025 TAC Legislative Conference	8.00
09/03/2025	State Laws and Rules Update - 89th Legislative Session	2.00
09/03/2025	Accounting in a County Tax Office	2.00
09/17/2025	Customer Service to Build the Public Trust	1.00
09/17/2025	FMLA: What Every Employer Needs to Know	1.00
09/19/2025	FLSA, USERRA, & Sexual Harassment	1.00

Texas Property Tax Code § 6.231
(a) A county assessor-collector must successfully complete 20 hours of continuing education before each anniversary of the date on which the county assessor-collector takes office. The continuing education must include at least 10 hours of instruction on laws relating to the assessment and collection of property taxes for a county assessor-collector who assesses or collects property taxes.
(d) A county assessor-collector shall file annually a continuing education certificate of completion with the commissioners' court of the county in which the county assessor-collector holds office.

Print Date: 01/06/2026

For questions regarding CE hours, please contact the TACA Education Director at education@tacaoftexas.org.

TAX ASSESSOR-COLLECTOR CONTINUING EDUCATION TRANSCRIPT

Reporting Period: 1/1/2025 - 12/31/2025

09/24/2025	Special Inventory Taxation	2.00
09/30/2025	Budget Planning	1.00
10/02/2025	Motor Vehicle Sales Tax & Fee Collection	1.00
11/20/2025	43rd Annual V.G. Young School for Tax Assessor-Collectors	12.00
12/22/2025	Public Records: Release, Management & Retention	1.00
12/22/2025	Voter Registration & Chapter 19 Funds	1.00
12/24/2025	Personnel Management in the Public Sector	1.00
12/24/2025	Fundamentals of the Americans with Disabilities Act	1.00
12/24/2025	Manufactured Housing & Boat and Motor Titling & Registration	1.00
	Total Hours for Year:	186.50

You have met your education requirements for the period 01/01/2025 - 12/31/2025.

You may carry forward to the next reporting period 10.00 hours.

Texas Property Tax Code § 6.231
(a) A county assessor-collector must successfully complete 20 hours of continuing education before each anniversary of the date on which the county assessor-collector takes office. The continuing education must include at least 10 hours of instruction on laws relating to the assessment and collection of property taxes for a county assessor-collector who assesses or collects property taxes.
(d) A county assessor-collector shall file annually a continuing education certificate of completion with the commissioners' court of the county in which the county assessor-collector holds office.

Print Date: 01/06/2026

For questions regarding CE hours, please contact the TACA Education Director at education@tacaoftexas.org.

Outlook

Public Information Act Training Confirmation and Certificate

From Office of the Attorney General <noreply@texasattorneygeneral.gov>
Date Tue 1/7/2025 6:18 PM
To Kate Carroll <Kate.Carroll@jeffcotx.us>

Caution! This message was sent from outside your organization. Allow sender | Block sender

CERTIFICATE *of* COURSE COMPLETION

Public Information Act

I, **Kate Carroll**, certify that I have completed a course of training on the Texas Public Information Act that satisfies the legal requirements of Government Code, Section *552.012*.

Certificate is issued effective this 7th of January, 2025.

NOTICE TO CERTIFICATE HOLDER: You are responsible for the safekeeping of this document as evidence that you have completed this open government training course. The Office of the Attorney General does not maintain a record of course completion for you and is unable to issue duplicate certificates. Government Code Section 552.012(e) requires the governmental body with which you serve to maintain this Certificate of Course Completion and make it available for public inspection.

If you have any questions, please contact the Open Government Hotline 1-877-673-6839.

TEXAS A&M AGRILIFE EXTENSION

V.G. YOUNG INSTITUTE OF
COUNTY GOVERNMENT

CERTIFICATE OF COMPLETION

The V.G. Young Institute of County Government awards this Certificate to

Kate Carroll

For successfully completing 2.00 hours of educational training

New County Tax Assessor

(TDLR #29469)

Peter J. McGuill, Ph.D., Director
V.G. Young Institute of County Government

Wednesday, January 22, 2025

Rick Avery, Ph.D., Director
Texas A&M AgriLife Extension Service

Outlook

Open Meetings Act Training Confirmation and Certificate

From Office of the Attorney General <noreply@texasattorneygeneral.gov>
Date Fri 2/7/2025 4:03 PM
To Kate Carroll <Kate.Carroll@jeffcotx.us>

Caution! This message was sent from outside your organization. Allow sender | Block sender

CERTIFICATE *of* COURSE COMPLETION

Open Meetings Act

I, **Kate Carroll**, certify that I have completed a course of training on the Texas Open Meetings Act that satisfies the legal requirements of Government Code, Section *551.005*.

Certificate is issued effective this 27th of February, 2025.

NOTICE TO CERTIFICATE HOLDER: You are responsible for the safekeeping of this document as evidence that you have completed this open government training course. The Office of the Attorney General does not maintain a record of course completion for you and is unable to issue duplicate certificates. Government Code Section 551.005(c) requires the governmental body with which you serve to maintain this Certificate of Course Completion and make it available for public inspection.

If you have any questions, please contact the Open Government Hotline 1-877-673-6839.

TEXAS A&M AGRILIFE EXTENSION

V.G. YOUNG INSTITUTE OF COUNTY GOVERNMENT

CERTIFICATE OF COMPLETION

The V.G. Young Institute of County Government awards this Certificate to

Kate Carroll

For successfully completing 1.00 hours of educational training

Ethics for County Tax Assessor - Collectors

(TDLR #29473)

Peter J. McGuill, Ph.D., Director
V.G. Young Institute of County Government

Friday, February 14, 2025

Rick Avery, Ph.D., Director
Texas A&M AgriLife Extension Service

TEXAS A&M AGRILIFE EXTENSION | V.G. YOUNG INSTITUTE OF COUNTY GOVERNMENT

CERTIFICATE

OF COMPLETION

THE TAX ASSESSOR-COLLECTOR ASSOCIATION OF TEXAS AWARDS THIS CERTIFICATE TO

Kate Carroll

FOR SUCCESSFULLY COMPLETING 20.00 HOURS OF EDUCATIONAL TRAINING

AS REQUIRED FOR TACA PROFESSIONAL DESIGNATION CERTIFICATION

PTEC 101: Intro to Property Tax Administration

Montgomery County, TX

Robin Harper
TACA Education Committee Chair

Jennifer Baldwin
TACA Education Coordinator

March 17-19, 2025

TEXAS A&M AGRILIFE EXTENSION | V.G. YOUNG INSTITUTE OF COUNTY GOVERNMENT

CERTIFICATE

OF COMPLETION

THE TAX ASSESSOR-COLLECTOR ASSOCIATION OF TEXAS AWARDS THIS CERTIFICATE TO

Kate Carroll

FOR SUCCESSFULLY COMPLETING 20.00 HOURS OF EDUCATIONAL TRAINING

AS REQUIRED FOR TACA PROFESSIONAL DESIGNATION CERTIFICATION

PTEC 102: Intro to Property Tax Appraisal

Montgomery County, TX

Robin Harper
TACA Education Committee Chair

Jennifer Baldwin
TACA Education Coordinator

March 19-21, 2025

TEXAS A&M AGRILIFE EXTENSION | V.G. YOUNG INSTITUTE OF COUNTY GOVERNMENT

CERTIFICATE

OF COMPLETION

THE TAX ASSESSOR-COLLECTOR ASSOCIATION OF TEXAS AWARDS THIS CERTIFICATE TO

Kate Carroll

FOR SUCCESSFULLY COMPLETING 24.00 HOURS OF EDUCATIONAL TRAINING

AS REQUIRED FOR TACA PROFESSIONAL DESIGNATION CERTIFICATION

PTEC 7: Property Tax Law

Montgomery County, TX

Robin Harper
TACA Education Committee Chair

Jennifer Baldwin
TACA Education Coordinator

April 07-09, 2025

TEXAS A&M AGRILIFE EXTENSION | V.G. YOUNG INSTITUTE OF COUNTY GOVERNMENT

CERTIFICATE

OF COMPLETION

THE TAX ASSESSOR-COLLECTOR ASSOCIATION OF TEXAS AWARDS THIS CERTIFICATE TO

Kate Carroll

FOR SUCCESSFULLY COMPLETING 26.00 HOURS OF EDUCATIONAL TRAINING

AS REQUIRED FOR TACA PROFESSIONAL DESIGNATION CERTIFICATION

PTEC 8 - Property Tax Assessment and Collection

Montgomery County, TX

Robin Harper
TACA Education Committee Chair

Jennifer Baldwin
TACA Education Coordinator

April 22-25, 2025

TAX ASSESSOR-COLLECTORS ASSOCIATION OF TEXAS
91st ANNUAL CONFERENCE | JUNE 1-4, 2025 | GALVESTON
CERTIFICATE OF ATTENDANCE FOR CONTINUING EDUCATION

Approved by V.G. Young Institute for SB546 Compliance & TACA for Professional Designation Maintenance CE Hours

Circle the Hours in Each Column You are Seeking Credit for Each Session You Attend

DATE	SESSION NAME *(Please mark only the sessions you attend)*	SB 546 CE HOURS (TACS ONLY)	TACA CE HOURS
SUNDAY – JUNE 1			
1-5 PM	New Tax Assessor-Collector Orientation*	4	4
1-5 PM	Advanced Program: Team Building*	4	4
2-4 PM	Title Fraud Training - Module 2*	2	2
MONDAY – JUNE 2			
9:30-11 AM	Scoring in the Red Zone	1.5	1.5
BREAKOUT SESSIONS 11:10 AM-NOON	-From Chaos to Calm - Creating a Successful Organization -Navigating the Cyber Galaxy -Tax Assessor-Collector Connections	1	1
2-2:50 PM	Texas Association of Counties Services Overview	1	1
3:20-4:10 PM	Texas Comptroller of Public Accounts Update	1	1
4:10-5 PM	Texas Department of Motor Vehicles (TxDMV) Update	1	1
TUESDAY – JUNE 3			
DEPUTY SESSION 8:30-9:20 AM	Information Exchange with the Regional Service Centers	0	1
DEPUTY SESSION 9:40-10:30 AM	Cash Handling Best Practices	0	1
DEPUTY SESSION 10:35-11:25 AM	How to Provide Great Service to Difficult Customers	0	1
BREAKOUT SESSIONS 1:30-2:20 PM	-VIT & SIT -The Force of Security -Ethics for County Tax Assessor-Collectors - Part 1*	1	1
BREAKOUT SESSIONS 2:30-3:20 PM	-Texas Secretary of State Update -May the Laws Be With You -Ethics for County Tax Assessor-Collectors - Part 2*	1	1
3:50 – 4:50 PM	TxDMV Vision & Updates: Past, Present and Future	1	1
WEDNESDAY – JUNE 4			
8:30-9:20 AM	Managing First Amendment Audits	1	1
9:40-11:10 AM	Legislative Update	1.5	1.5
11:30 AM-1 PM	Truth-in-Taxation Update	1.5	1.5
		16.5	**19.5**
	TOTAL HOURS ATTENDED	10	

TO RECEIVE PROPER CREDIT, THIS FORM MUST BE SIGNED AND TURNED IN **PRIOR TO THE END** OF CONFERENCE.

Name: KATE CARROLL **County** JEFFERSON

(PRINT CLEARLY)

Signature: [signature] **TAC#** 271242

KEEP THE BOTTOM COPY FOR YOUR RECORDS.

* TACA Certification Course (must sign-in)

TEXAS A&M AGRILIFE EXTENSION | V.G. YOUNG INSTITUTE OF COUNTY GOVERNMENT

CERTIFICATE

OF COMPLETION

THE TAX ASSESSOR-COLLECTOR ASSOCIATION OF TEXAS AWARDS THIS CERTIFICATE TO

Kate Carroll

FOR SUCCESSFULLY COMPLETING 18 HOURS OF EDUCATIONAL TRAINING

AS REQUIRED FOR TACA PROFESSIONAL DESIGNATION CERTIFICATION

PTEC 28 - Truth in Taxation

Montgomery County

Robin Harper
TACA Education Committee Chair

Jennifer Baldwin
TACA Education Coordinator

June 16-18, 2025



Certificate of Completion

This is to certify that

Kate Carroll

completed

Motor Vehicle Fraud II Detection and Referral

on July 22, 2025

Texas Department *of* Motor Vehicles

HELPING TEXANS GO. HELPING TEXAS GROW.

TEXAS A&M AGRILIFE EXTENSION | V.G. YOUNG INSTITUTE OF COUNTY GOVERNMENT

CERTIFICATE

OF COMPLETION

THE TAX ASSESSOR-COLLECTOR ASSOCIATION OF TEXAS AWARDS THIS CERTIFICATE TO

Kate Carroll

FOR SUCCESSFULLY COMPLETING 18 HOURS OF EDUCATIONAL TRAINING

AS REQUIRED FOR TACA PROFESSIONAL DESIGNATION CERTIFICATION

PTEC 9 - Advanced Assessment & Collections

Montgomery County

Robin Harper
TACA Education Committee Chair

Jennifer Baldwin
TACA Education Coordinator

August 11-13, 2025

V.G. YOUNG INSTITUTE of COUNTY GOVERNMENT
TEXAS A&M AGRILIFE EXTENSION SERVICE

CERTIFICATE

OF COMPLETION

THE V.G. YOUNG INSTITUTE OF COUNTY GOVERNMENT AWARDS THIS CERTIFICATE TO

Kate Carroll

FOR SUCCESSFULLY COMPLETING 8 HOURS OF EDUCATIONAL TRAINING DURING THE

TAC 2025 Legislative Conference

Austin, TX

Peter J. McGuill, Ph.D., Director
V.G. Young Institute of County Government

Rick Avery, Ph.D., Director
Texas A&M AgriLife Extension Service

August 27-29, 2025

Course Completion Certificate

This is to certify that Kate Carroll completed

89th Legislative Session State Laws and Rules Update

Session on September 3, 2025.

[2 hours continuing education]

LINEBARGER

ATTORNEYS AT LAW

Tax Assessor-Collector Association

2 CE units / SB546 compliance

TEXAS A&M AGRILIFE EXTENSION

V.G. YOUNG INSTITUTE OF
COUNTY GOVERNMENT

CERTIFICATE OF COMPLETION

The V.G. Young Institute of County Government awards this Certificate to

Kate Carroll

For successfully completing 2.00 hours of educational training

Accounting in the Tax Office

Peter J. McGuill, Ph.D., Director
V.G. Young Institute of County Government

Wednesday, September 3, 2025

Rick Avery, Ph.D., Director
Texas A&M AgriLife Extension Service

TEXAS A&M AGRILIFE EXTENSION

V.G. YOUNG INSTITUTE OF
COUNTY GOVERNMENT

CERTIFICATE OF COMPLETION

The V.G. Young Institute of County Government awards this Certificate to

Kate Carroll

For successfully completing 1.00 hours of educational training

Customer Service to Build the Public Trust

(TDLR #28345)

updated TDLR # July 2024

Peter J. McGuill, Ph.D., Director
V.G. Young Institute of County Government

Wednesday, September 17, 2025

Rick Avery, Ph.D., Director
Texas A&M AgriLife Extension Service

TEXAS A&M AGRILIFE EXTENSION

V.G. YOUNG INSTITUTE OF
COUNTY GOVERNMENT

CERTIFICATE OF COMPLETION

The V.G. Young Institute of County Government awards this Certificate to

Kate Carroll

For successfully completing 1.00 hours of educational training

FMLA What Every Employer Needs to Know

(TDLR#28911)

updated TDLR # July 2024

Peter J. McGuill, Ph.D., Director
V.G. Young Institute of County Government

Wednesday, September 17, 2025

Rick Avery, Ph.D., Director
Texas A&M AgriLife Extension Service

TEXAS A&M AGRILIFE EXTENSION

V.G. YOUNG INSTITUTE OF
COUNTY GOVERNMENT

CERTIFICATE OF COMPLETION

The V.G. Young Institute of County Government awards this Certificate to

Kate Carroll

For successfully completing 1.00 hours of educational training

FLSA, USERRA and Sexual Harassment

(TDLR#28909)

updated TDLR # July 2024

Peter J. McGuill, Ph.D., Director
V.G. Young Institute of County Government

Friday, September 19, 2025

Rick Avery, Ph.D., Director
Texas A&M AgriLife Extension Service

TEXAS A&M AGRILIFE EXTENSION

V.G. YOUNG INSTITUTE OF
COUNTY GOVERNMENT

CERTIFICATE OF COMPLETION

The V.G. Young Institute of County Government awards this Certificate to

Kate Carroll

For successfully completing 2.00 hours of educational training

Special Inventory Tax

(TDLR #29474)

updated TDLR # September 2024

Peter J. McGuill, Ph.D., Director
V.G. Young Institute of County Government

Wednesday, September 24, 2025

Rick Avery, Ph.D., Director
Texas A&M AgriLife Extension Service

TEXAS A&M AGRILIFE EXTENSION

V.G. YOUNG INSTITUTE OF COUNTY GOVERNMENT

CERTIFICATE OF COMPLETION

The V.G. Young Institute of County Government awards this Certificate to

Kate Carroll

For successfully completing 1.00 hours of educational training

Budget Planning for Counties

Peter J. McGuill, Ph.D., Director
V.G. Young Institute of County Government

Tuesday, September 30, 2025

Rick Avery, Ph.D., Director
Texas A&M AgriLife Extension Service

TEXAS A&M AGRILIFE EXTENSION

V.G. YOUNG INSTITUTE OF
COUNTY GOVERNMENT

CERTIFICATE OF COMPLETION

The V.G. Young Institute of County Government awards this Certificate to

Kate Carroll

For successfully completing 1.00 hours of educational training

Motor Vehicle Sales
Tax & Fee Collections

Peter J. McGuill, Ph.D., Director
V.G. Young Institute of County Government

Thursday, October 2, 2025

Rick Avery, Ph.D., Director
Texas A&M AgriLife Extension Service

V.G. YOUNG INSTITUTE of COUNTY GOVERNMENT
TEXAS A&M AGRILIFE EXTENSION SERVICE

CERTIFICATE

OF COMPLETION

THE V.G. YOUNG INSTITUTE OF COUNTY GOVERNMENT AWARDS THIS CERTIFICATE TO

Kate Carroll

FOR SUCCESSFULLY COMPLETING 12 HOURS OF EDUCATIONAL TRAINING DURING THE

VG Young School for Tax Assessor-Collectors

Montgomery, TX

Peter J. McGuill, Ph.D., Director
V.G. Young Institute of County Government

Hon. Christina McMurray, President
Tax Assessor-Collectors Association of Texas

Rick Avery, Ph.D., Director
Texas A&M AgriLife Extension Service

November 18-20, 2025

TEXAS A&M AGRILIFE EXTENSION

V.G. YOUNG INSTITUTE OF
COUNTY GOVERNMENT

CERTIFICATE OF COMPLETION

The V.G. Young Institute of County Government awards this Certificate to

Kate Carroll

For successfully completing 1.00 hours of educational training

Public Records Release, Management and Retention

Peter J. McGuill, Ph.D., Director
V.G. Young Institute of County Government

Monday, December 22, 2025

Rick Avery, Ph.D., Director
Texas A&M AgriLife Extension Service

TEXAS A&M AGRILIFE EXTENSION

V.G. YOUNG INSTITUTE OF
COUNTY GOVERNMENT

CERTIFICATE OF COMPLETION

The V.G. Young Institute of County Government awards this Certificate to

Kate Carroll

For successfully completing 1.00 hours of educational training

Voter Registration and Chapter 19 Funds

Peter J. McGuill, Ph.D., Director
V.G. Young Institute of County Government

Monday, December 22, 2025

Rick Avery, Ph.D., Director
Texas A&M AgriLife Extension Service

TEXAS A&M AGRILIFE EXTENSION

V.G. YOUNG INSTITUTE OF
COUNTY GOVERNMENT

CERTIFICATE OF COMPLETION

The V.G. Young Institute of County Government awards this Certificate to

Kate Carroll

For successfully completing 1.00 hours of educational training

Personnel Management in the Public Sector

(TDLR #28910)

updated TDLR # July 2024

Peter J. McGuill, Ph.D., Director
V.G. Young Institute of County Government

Wednesday, December 24, 2025

Rick Avery, Ph.D., Director
Texas A&M AgriLife Extension Service

TEXAS A&M AGRILIFE EXTENSION

V.G. YOUNG INSTITUTE OF
COUNTY GOVERNMENT

CERTIFICATE OF COMPLETION

The V.G. Young Institute of County Government awards this Certificate to

Kate Carroll

For successfully completing 1.00 hours of educational training

Fundamentals of the ADA

(TDLR#28912)

updated TDLR # July 2024

Peter J. McGuill, Ph.D., Director
V.G. Young Institute of County Government

Wednesday, December 24, 2025

Rick Avery, Ph.D., Director
Texas A&M AgriLife Extension Service

TEXAS A&M AGRILIFE EXTENSION

V.G. YOUNG INSTITUTE OF
COUNTY GOVERNMENT

CERTIFICATE OF COMPLETION

The V.G. Young Institute of County Government awards this Certificate to

Kate Carroll

For successfully completing 1.00 hours of educational training

Manufactured Housing & Boat Titling and Registration

Peter J. McGuill, Ph.D., Director
V.G. Young Institute of County Government

Wednesday, December 24, 2025

Rick Avery, Ph.D., Director
Texas A&M AgriLife Extension Service

Tax Assessor-Collector Association
County Tax Office Professional
Initial Transcript

Hon. Kate Carroll
Tax Assessor-Collector
Jefferson County
PO Box 2112
Beaumont, TX 77704

ID: 271292
Phone: (409) 835-8714
Fax: (409) 835-8589
Enrolled Date: 01/01/2025

Basic Education: 2 Required	**Completed to Date: 1**	**Remaining Courses Needed: 1**
Course Title	Date Completed	
DMV Online Courses		
Ethics for County Tax Assessor-Collectors	02/14/2025	
Mandatory, Constitutional/Statutory Duty Courses: 5 Required	**Completed to Date: 5**	**Remaining Courses Needed: 0**
Budget Planning	09/30/2025	
Public Records: Release, Management & Retention	12/22/2025	
Title Fraud Training	06/01/2025	
Motor Vehicle Sales Tax & Fee Collection	10/02/2025	
Voter Registration & Chapter 19 Funds	12/22/2025	
Elective Courses: 4 Required	**Completed to Date: 4**	**Remaining Courses Needed: 0**
Fundamentals of the Americans with Disabilities Act	12/24/2025	
Manufactured Housing & Boat and Motor Titling & Registration	12/24/2025	
Customer Service to Build the Public Trust	Used Towards PCC	
FLSA, USERRA, & Sexual Harassment	Used Towards PCC	
FMLA: What Every Employer Needs to Know	Used Towards PCC	
Accounting in a County Tax Office	Used Towards PCC	
Personnel Management in the Public Sector	12/24/2025	
Special Inventory Taxation	09/24/2025	

For questions regarding CE hours, please contact the TACA Education Director at education@tacaoftexas.org.

TxDMV

Enforcement - Compliance Services Verification Record

This verification record is awarded to

123-KCARROL Kate Carroll

For successfully completing the module

C-101 Introduction to Motor Vehicle Fraud

Texas Department of Motor Vehicles

07/07/2025	**Never**
Issued Date	May Expire at TxDMV's Discretion

452

TxDMV

Vehicle Titles and Registration Verification Record

This verification record is awarded to

123-KCARROL Kate Carroll

For successfully completing the module

T-101 Texas Titles and the TxDMV

Texas Department of Motor Vehicles

07/07/2025	Never
Issued Date	May Expire at TxDMV's Discretion

453

TxDMV

Vehicle Titles and Registration Verification Record

This verification record is awarded to

123-KCARROL Kate Carroll

For successfully completing the module

A-002 AAMVA FDR Level 1 - Core - People and Actions

Texas Department of Motor Vehicles

07/08/2025	Never
Issued Date	May Expire at TxDMV's Discretion

454



Certificate of Completion

This is to certify that

Kate Carroll

completed

Motor Vehicle Fraud II Detection and Referral

on July 22, 2025

Texas Department *of* Motor Vehicles

HELPING TEXANS GO. HELPING TEXAS GROW.

TxDMV

Vehicle Titles and Registration Verification Record

This verification record is awarded to

123-KCARROL Kate Carroll

For successfully completing the module

R-101 Introduction to Registration

Texas Department of Motor Vehicles

11/25/2025
Issued Date

Never
May Expire at TxDMV's Discretion

TxDMV

Vehicle Titles and Registration Verification Record

This verification record is awarded to

123-KCARROL Kate Carroll

For successfully completing the module

Texas Department of Motor Vehicles

1205 Licensed Vehicle Storage Facility Lien Foreclosure Replaced 06-21-2022

12/19/2025

Issued Date

Never

May Expire at TxDMV's Discretion

TxDMV

Vehicle Titles and Registration Verification Record

This verification record is awarded to

123-KCARROL Kate Carroll

For successfully completing the module

Texas Department of Motor Vehicles

R-102 Registration Basics

12/19/2025

Issued Date

Never

May Expire at TxDMV's Discretion

TxDMV

Vehicle Titles and Registration Verification Record

This verification record is awarded to

123-KCARROL Kate Carroll

For successfully completing the module

1205 Licensed Vehicle Storage Facility Lien Foreclosure Replaced 06-21-2022

Texas Department of Motor Vehicles

12/19/2025	Never
Issued Date	May Expire at TxDMV's Discretion

TxDMV

Vehicle Titles and Registration Verification Record

This verification record is awarded to

123-KCARROL Kate Carroll

For successfully completing the module

Texas Department of Motor Vehicles

R-105 Miscellaneous Registration Transactions

12/30/2025

Issued Date

Never

May Expire at TxDMV's Discretion

TxDMV

Vehicle Titles and Registration Verification Record

This verification record is awarded to

123-KCARROL Kate Carroll

For successfully completing the module

R-104 Renewals

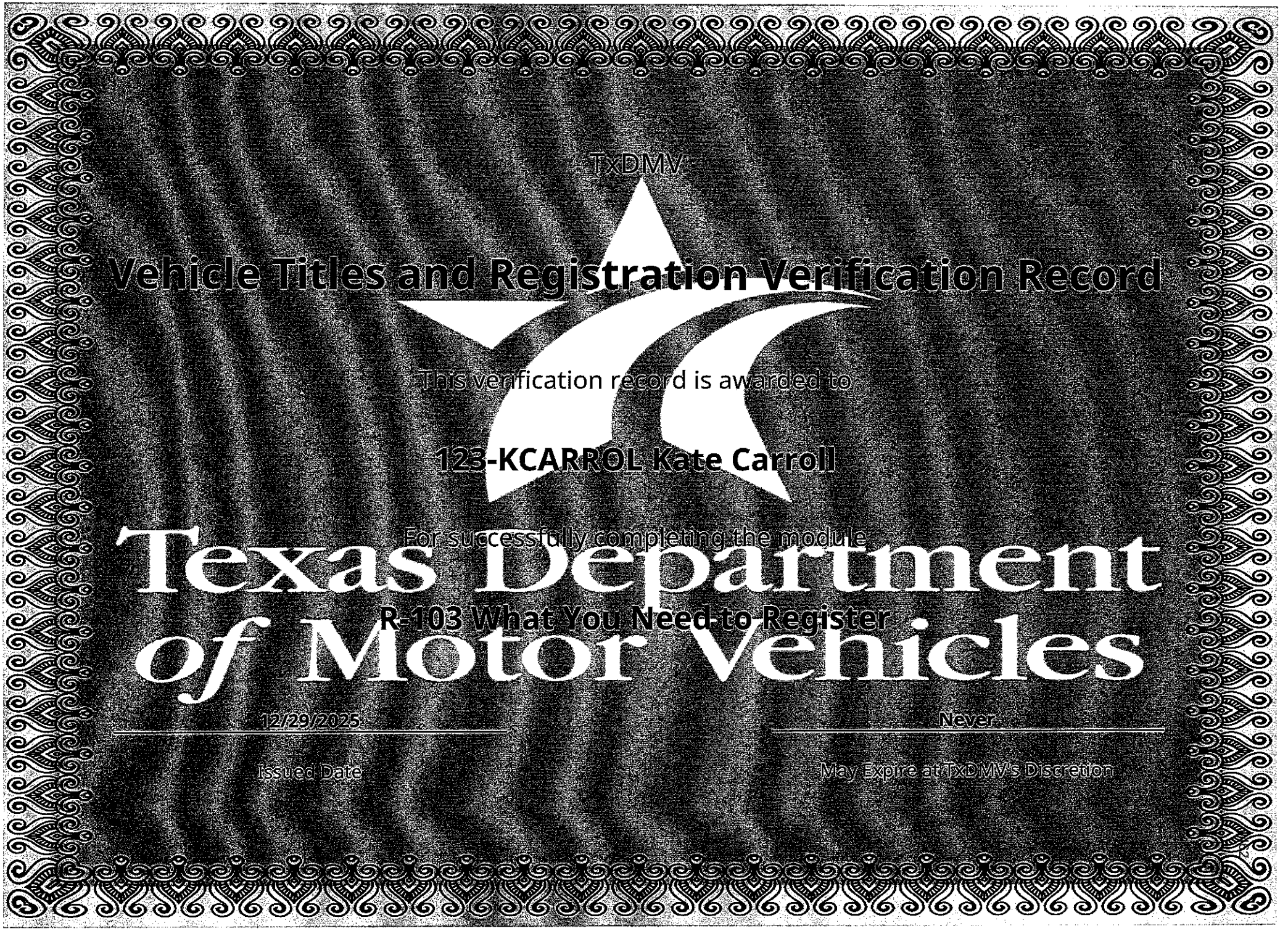
Texas Department of Motor Vehicles

12/29/2025

Issued Date

Never

May Expire at TxDMV's Discretion


TxDMV
Vehicle Titles and Registration Verification Record
This verification record is awarded to
123-KCARROL Kate Carroll
For successfully completing the module
Texas Department of Motor Vehicles
R-103 What You Need to Register
12/29/2025
Issued Date
Never
May Expire at TxDMV's Discretion

TxDMV

Vehicle Titles and Registration Verification Record

This verification record is awarded to

123-KCARROL Kate Carroll

For successfully completing the module

R-106 Permits

Texas Department of Motor Vehicles

12/31/2025

Issued Date

Never

May Expire at TxDMV's Discretion

TxDMV

Vehicle Titles and Registration Verification Record

This verification record is awarded to:

123-KCARROL Kate Carroll

For successfully completing the module:

R-107 Disabled Parking Placards

Texas Department of Motor Vehicles

12/31/2025
Issued Date

Never
May Expire at TxDMV's Discretion

TXDMV

Vehicle Titles and Registration Verification Record

This verification record is awarded to

123-KCARROL Kate Carroll

For successfully completing the module

Texas Department of Motor Vehicles

R-108 RTS Overview and Security

12/31/2025
Issued Date

Never
May Expire at TxDMV's Discretion

TxDMV

Vehicle Titles and Registration Verification Record

This verification record is awarded to

123-KCARROL Kate Carroll

For successfully completing the module

Texas Department of Motor Vehicles

R-109 RTS Closeout and Reports

12/31/2025
Issued Date

Never
May Expire at TxDMV's Discretion

TxDMV

Vehicle Titles and Registration Verification Record

This verification record is awarded to

123-KCARROL Kate Carroll

For successfully completing the module

R-117 Introduction to Single Sticker

Texas Department of Motor Vehicles

12/31/2025

Issued Date

Never

May Expire at TxDMV's Discretion

TxDMV

Vehicle Titles and Registration Verification Record

This verification record is awarded to:

123-KCARROL Kate Carroll

For successfully completing the module:

T-102 Sales Tax and Presumptive Value SPV

Texas Department of Motor Vehicles

12/31/2025
Issued Date

Never
May Expire at TxDMV's Discretion

TxDMV

Vehicle Titles and Registration Verification Record

This verification record is awarded to

123-KCARROL Kate Carroll

For successfully completing the module

T-103 Title Transaction

Texas Department of Motor Vehicles

01/02/2026	Never
Issued Date	May Expire at TxDMV's Discretion

TEXAS A&M AGRILIFE EXTENSION

V.G. YOUNG INSTITUTE OF
COUNTY GOVERNMENT

CERTIFICATE OF COMPLETION

The V.G. Young Institute of County Government awards this Certificate to

Kate Carroll

For successfully completing 1.00 hours of educational training

Ethics for County Tax Assessor - Collectors

(TDLR #29473)

Peter J. McGuill, Ph.D., Director
V.G. Young Institute of County Government

Friday, February 14, 2025

Rick Avery, Ph.D., Director
Texas A&M AgriLife Extension Service

TEXAS A&M AGRILIFE EXTENSION

V.G. YOUNG INSTITUTE OF COUNTY GOVERNMENT

CERTIFICATE OF COMPLETION

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Kate Carroll

For successfully completing 1.00 hours of educational training

Budget Planning for Counties

Peter J. McGuill, Ph.D., Director
V.G. Young Institute of County Government

Tuesday, September 30, 2025

Rick Avery, Ph.D., Director
Texas A&M AgriLife Extension Service

TEXAS A&M AGRILIFE EXTENSION

V.G. YOUNG INSTITUTE OF
COUNTY GOVERNMENT

CERTIFICATE OF COMPLETION

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Kate Carroll

For successfully completing 1.00 hours of educational training

Public Records Release, Management and Retention

Peter J. McGuill, Ph.D., Director
V.G. Young Institute of County Government

Monday, December 22, 2025

Rick Avery, Ph.D., Director
Texas A&M AgriLife Extension Service

TAX ASSESSOR-COLLECTORS ASSOCIATION OF TEXAS
91st ANNUAL CONFERENCE | JUNE 1-4, 2025 | GALVESTON
CERTIFICATE OF ATTENDANCE FOR CONTINUING EDUCATION

Approved by V.G. Young Institute for SB546 Compliance & TACA for Professional Designation Maintenance CE Hours

Circle the Hours in Each Column You are Seeking Credit for Each Session You Attend

DATE	SESSION NAME *(Please mark only the sessions you attend)*	SB 546 CE HOURS (TACs ONLY)	TACA CE HOURS
SUNDAY – JUNE 1			
1-5 PM	New Tax Assessor-Collector Orientation*	4	4
1-5 PM	Advanced Program: Team Building*	4	4
2-4 PM	Title Fraud Training - Module 2*	2	2
MONDAY – JUNE 2			
9:30-11 AM	Scoring in the Red Zone	1.5	1.5
BREAKOUT SESSIONS 11:10 AM-NOON	-From Chaos to Calm - Creating a Successful Organization -Navigating the Cyber Galaxy -Tax Assessor-Collector Connections	1	1
2-2:50 PM	Texas Association of Counties Services Overview	1	1
3:20-4:10 PM	Texas Comptroller of Public Accounts Update	1	1
4:10-5 PM	Texas Department of Motor Vehicles (TxDMV) Update	1	1
TUESDAY – JUNE 3			
DEPUTY SESSION 8:30-9:20 AM	Information Exchange with the Regional Service Centers	0	1
DEPUTY SESSION 9:40-10:30 AM	Cash Handling Best Practices	0	1
DEPUTY SESSION 10:35-11:25 AM	How to Provide Great Service to Difficult Customers	0	1
BREAKOUT SESSIONS 1:30-2:20 PM	-VIT & SIT -The Force of Security -Ethics for County Tax Assessor-Collectors - Part 1*	1	1
BREAKOUT SESSIONS 2:30-3:20 PM	-Texas Secretary of State Update -May the Laws Be With You -Ethics for County Tax Assessor-Collectors - Part 2*	1	1
3:50 – 4:50 PM	TxDMV Vision & Updates: Past, Present and Future	1	1
WEDNESDAY – JUNE 4			
8:30-9:20 AM	Managing First Amendment Audits	1	1
9:40-11:10 AM	Legislative Update	1.5	1.5
11:30 AM-1 PM	Truth-in-Taxation Update	1.5	1.5
		16.5	**19.5**
	TOTAL HOURS ATTENDED	10	

TO RECEIVE PROPER CREDIT, THIS FORM MUST BE SIGNED AND TURNED IN **PRIOR TO THE END** OF CONFERENCE.

Name: KATE CARROLL **County** JEFFERSON

(PRINT CLEARLY)

Signature: _____ **TAC#** 271242

KEEP THE BOTTOM COPY FOR YOUR RECORDS.

* TACA Certification Course (must sign-in)

TEXAS A&M AGRILIFE EXTENSION

V.G. YOUNG INSTITUTE OF
COUNTY GOVERNMENT

CERTIFICATE OF COMPLETION

The V.G. Young Institute of County Government awards this Certificate to

Kate Carroll

For successfully completing 1.00 hours of educational training

Motor Vehicle Sales
Tax & Fee Collections

Peter J. McGuill, Ph.D., Director
V.G. Young Institute of County Government

Thursday, October 2, 2025

Rick Avery, Ph.D., Director
Texas A&M AgriLife Extension Service

TEXAS A&M AGRILIFE EXTENSION

V.G. YOUNG INSTITUTE OF
COUNTY GOVERNMENT

CERTIFICATE OF COMPLETION

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Kate Carroll

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Voter Registration and Chapter 19 Funds

Peter J. McGuill, Ph.D., Director
V.G. Young Institute of County Government

Monday, December 22, 2025

Rick Avery, Ph.D., Director
Texas A&M AgriLife Extension Service

TEXAS A&M AGRILIFE EXTENSION

V.G. YOUNG INSTITUTE OF
COUNTY GOVERNMENT

CERTIFICATE OF COMPLETION

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Kate Carroll

For successfully completing 1.00 hours of educational training

Fundamentals of the ADA

(TDLR#28912)

updated TDLR # July 2024

Peter J. McGuill, Ph.D., Director
V.G. Young Institute of County Government

Wednesday, December 24, 2025

Rick Avery, Ph.D., Director
Texas A&M AgriLife Extension Service

TEXAS A&M AGRILIFE EXTENSION

V.G. YOUNG INSTITUTE OF
COUNTY GOVERNMENT

CERTIFICATE OF COMPLETION

The V.G. Young Institute of County Government awards this Certificate to

Kate Carroll

For successfully completing 1.00 hours of educational training

Manufactured Housing & Boat Titling and Registration

Peter J. McGuill, Ph.D., Director
V.G. Young Institute of County Government

Wednesday, December 24, 2025

Rick Avery, Ph.D., Director
Texas A&M AgriLife Extension Service

TEXAS A&M AGRILIFE EXTENSION

V.G. YOUNG INSTITUTE OF
COUNTY GOVERNMENT

CERTIFICATE OF COMPLETION

The V.G. Young Institute of County Government awards this Certificate to

Kate Carroll

For successfully completing 1.00 hours of educational training

Customer Service to Build the Public Trust

(TDLR #28345)

updated TDLR # July 2024

Peter J. McGuill, Ph.D., Director
V.G. Young Institute of County Government

Wednesday, September 17, 2025

Rick Avery, Ph.D., Director
Texas A&M AgriLife Extension Service

TEXAS A&M AGRILIFE EXTENSION

V.G. YOUNG INSTITUTE OF
COUNTY GOVERNMENT

CERTIFICATE OF COMPLETION

The V.G. Young Institute of County Government awards this Certificate to

Kate Carroll

For successfully completing 1.00 hours of educational training

FLSA, USERRA and Sexual Harassment

(TDLR#28909)

updated TDLR # July 2024

Peter J. McGuill, Ph.D., Director
V.G. Young Institute of County Government

Friday, September 19, 2025

Rick Avery, Ph.D., Director
Texas A&M AgriLife Extension Service

TEXAS A&M AGRILIFE EXTENSION

V.G. YOUNG INSTITUTE OF
COUNTY GOVERNMENT

CERTIFICATE OF COMPLETION

The V.G. Young Institute of County Government awards this Certificate to

Kate Carroll

For successfully completing 1.00 hours of educational training

FMLA What Every Employer Needs to Know

(TDLR #28911)

updated TDLR # July 2024

Peter J. McGuill, Ph.D., Director
V.G. Young Institute of County Government

Wednesday, September 17, 2025

Rick Avery, Ph.D., Director
Texas A&M AgriLife Extension Service

TEXAS A&M AGRILIFE EXTENSION

V.G. YOUNG INSTITUTE OF
COUNTY GOVERNMENT

CERTIFICATE OF COMPLETION

The V.G. Young Institute of County Government awards this Certificate to

Kate Carroll

For successfully completing 2.00 hours of educational training

Accounting in the Tax Office

Peter J. McGuill, Ph.D., Director
V.G. Young Institute of County Government

Wednesday, September 3, 2025

Rick Avery, Ph.D., Director
Texas A&M AgriLife Extension Service

TEXAS A&M AGRILIFE EXTENSION

V.G. YOUNG INSTITUTE OF
COUNTY GOVERNMENT

CERTIFICATE OF COMPLETION

The V.G. Young Institute of County Government awards this Certificate to

Kate Carroll

For successfully completing 1.00 hours of educational training

Personnel Management in the Public Sector

(TDLR #28910)

updated TDLR # July 2024

Peter J. McGuill, Ph.D., Director
V.G. Young Institute of County Government

Wednesday, December 24, 2025

Rick Avery, Ph.D., Director
Texas A&M AgriLife Extension Service

TEXAS A&M AGRILIFE EXTENSION

V.G. YOUNG INSTITUTE OF
COUNTY GOVERNMENT

CERTIFICATE OF COMPLETION

The V.G. Young Institute of County Government awards this Certificate to

Kate Carroll

For successfully completing 2.00 hours of educational training

Special Inventory Tax

(TDLR #29474)

updated TDLR # September 2024

Peter J. McGuill, Ph.D., Director
V.G. Young Institute of County Government

Wednesday, September 24, 2025

Rick Avery, Ph.D., Director
Texas A&M AgriLife Extension Service

Tax Assessor-Collector Association
Professional County Collector
Initial Transcript

Hon. Kate Carroll
Tax Assessor-Collector
Jefferson County
PO Box 2112
Beaumont, TX 77704

ID: 271292
Phone: (409) 835-8714
Fax: (409) 835-8589
Enrolled Date: 01/01/2025

Basic Education: 7 Required	**Completed to Date: 7**	**Remaining Courses Needed: 0**
Course Title	Date Completed	
Ethics for County Tax Assessor-Collectors	02/14/2025	
Intro To Property Tax Administration (PTEC.101)	03/19/2025	
Intro To Property Tax Appraisal (PTEC.102)	03/21/2025	
Truth in Taxation (PTEC.28)	06/18/2025	
Property Tax Law (PTEC.7)	04/09/2025	
Property Tax Assessments and Collections (PTEC.8)	04/25/2025	
Advanced Assessments and Collections (PTEC.9)	08/13/2025	
Mandatory, Constitutional/Statutory Duty Courses: 5 Required	**Completed to Date: 5**	**Remaining Courses Needed: 0**
Budget Planning	09/30/2025	
Public Records: Release, Management & Retention	12/22/2025	
Title Fraud Training	06/01/2025	
Motor Vehicle Sales Tax & Fee Collection	10/02/2025	
Voter Registration & Chapter 19 Funds	12/22/2025	
Elective Courses: 4 Required	**Completed to Date: 4**	**Remaining Courses Needed: 0**
Fundamentals of the Americans with Disabilities Act	Used Towards CTOP	
Manufactured Housing & Boat and Motor Titling & Registration	Used Towards CTOP	
Customer Service to Build the Public Trust	09/17/2025	
FLSA, USERRA, & Sexual Harassment	09/19/2025	
FMLA: What Every Employer Needs to Know	09/17/2025	
Accounting in a County Tax Office	09/03/2025	
Personnel Management in the Public Sector	Used Towards CTOP	
Special Inventory Taxation	Used Towards CTOP	

For questions regarding CE hours, please contact the TACA Education Director at education@tacaoftexas.org.

TEXAS A&M AGRILIFE EXTENSION

V.G. YOUNG INSTITUTE OF
COUNTY GOVERNMENT

CERTIFICATE OF COMPLETION

The V.G. Young Institute of County Government awards this Certificate to

Kate Carroll

For successfully completing 1.00 hours of educational training

Ethics for County Tax Assessor - Collectors

(TDLR #29473)

Peter J. McGuill, Ph.D., Director
V.G. Young Institute of County Government

Friday, February 14, 2025

Rick Avery, Ph.D., Director
Texas A&M AgriLife Extension Service

TEXAS A&M AGRILIFE EXTENSION | V.G. YOUNG INSTITUTE OF COUNTY GOVERNMENT

CERTIFICATE

OF COMPLETION

THE TAX ASSESSOR-COLLECTOR ASSOCIATION OF TEXAS AWARDS THIS CERTIFICATE TO

Kate Carroll

FOR SUCCESSFULLY COMPLETING 20.00 HOURS OF EDUCATIONAL TRAINING

AS REQUIRED FOR TACA PROFESSIONAL DESIGNATION CERTIFICATION

PTEC 101: Intro to Property Tax Administration

Montgomery County, TX

Robin Harper
TACA Education Committee Chair

Jennifer Baldwin
TACA Education Coordinator

March 17-19, 2025

TEXAS A&M AGRILIFE EXTENSION | V.G. YOUNG INSTITUTE OF COUNTY GOVERNMENT

CERTIFICATE

OF COMPLETION

THE TAX ASSESSOR-COLLECTOR ASSOCIATION OF TEXAS AWARDS THIS CERTIFICATE TO

Kate Carroll

FOR SUCCESSFULLY COMPLETING 20.00 HOURS OF EDUCATIONAL TRAINING

AS REQUIRED FOR TACA PROFESSIONAL DESIGNATION CERTIFICATION

PTEC 102: Intro to Property Tax Appraisal

Montgomery County, TX

Robin Harper
TACA Education Committee Chair

Jennifer Baldwin
TACA Education Coordinator

March 19-21, 2025

TEXAS A&M AGRILIFE EXTENSION | V.G. YOUNG INSTITUTE OF COUNTY GOVERNMENT

CERTIFICATE

OF COMPLETION

THE TAX ASSESSOR-COLLECTOR ASSOCIATION OF TEXAS AWARDS THIS CERTIFICATE TO

Kate Carroll

FOR SUCCESSFULLY COMPLETING 18 HOURS OF EDUCATIONAL TRAINING

AS REQUIRED FOR TACA PROFESSIONAL DESIGNATION CERTIFICATION

PTEC 28 - Truth in Taxation

Montgomery County

Robin Harper
TACA Education Committee Chair

Jennifer Baldwin
TACA Education Coordinator

June 16-18, 2025

TEXAS A&M AGRILIFE EXTENSION | V.G. YOUNG INSTITUTE OF COUNTY GOVERNMENT

CERTIFICATE

OF COMPLETION

THE TAX ASSESSOR-COLLECTOR ASSOCIATION OF TEXAS AWARDS THIS CERTIFICATE TO

Kate Carroll

FOR SUCCESSFULLY COMPLETING 24.00 HOURS OF EDUCATIONAL TRAINING

AS REQUIRED FOR TACA PROFESSIONAL DESIGNATION CERTIFICATION

PTEC 7: Property Tax Law

Montgomery County, TX

Robin Harper
TACA Education Committee Chair

Jennifer Baldwin
TACA Education Coordinator

April 07-09, 2025

TEXAS A&M AGRILIFE EXTENSION | V.G. YOUNG INSTITUTE OF COUNTY GOVERNMENT

CERTIFICATE

OF COMPLETION

THE TAX ASSESSOR-COLLECTOR ASSOCIATION OF TEXAS AWARDS THIS CERTIFICATE TO

Kate Carroll

FOR SUCCESSFULLY COMPLETING 26.00 HOURS OF EDUCATIONAL TRAINING

AS REQUIRED FOR TACA PROFESSIONAL DESIGNATION CERTIFICATION

PTEC 8 - Property Tax Assessment and Collection

Montgomery County, TX

Robin Harper
TACA Education Committee Chair

Jennifer Baldwin
TACA Education Coordinator

April 22-25, 2025

TEXAS A&M AGRILIFE EXTENSION | V.G. YOUNG INSTITUTE OF COUNTY GOVERNMENT

CERTIFICATE

OF COMPLETION

THE TAX ASSESSOR-COLLECTOR ASSOCIATION OF TEXAS AWARDS THIS CERTIFICATE TO

Kate Carroll

FOR SUCCESSFULLY COMPLETING 18 HOURS OF EDUCATIONAL TRAINING

AS REQUIRED FOR TACA PROFESSIONAL DESIGNATION CERTIFICATION

PTEC 9 - Advanced Assessment & Collections

Montgomery County

Robin Harper
TACA Education Committee Chair

Jennifer Baldwin
TACA Education Coordinator

August 11-13, 2025

TEXAS A&M AGRILIFE EXTENSION

V.G. YOUNG INSTITUTE OF
COUNTY GOVERNMENT

CERTIFICATE OF COMPLETION

The V.G. Young Institute of County Government awards this Certificate to

Kate Carroll

For successfully completing 1.00 hours of educational training

Budget Planning for Counties

Peter J. McGuill, Ph.D., Director
V.G. Young Institute of County Government

Tuesday, September 30, 2025

Rick Avery, Ph.D., Director
Texas A&M AgriLife Extension Service

TEXAS A&M AGRILIFE EXTENSION

V.G. YOUNG INSTITUTE OF
COUNTY GOVERNMENT

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Public Records Release, Management and Retention

Peter J. McGuill, Ph.D., Director
V.G. Young Institute of County Government

Monday, December 22, 2025

Rick Avery, Ph.D., Director
Texas A&M AgriLife Extension Service

TAX ASSESSOR-COLLECTORS ASSOCIATION OF TEXAS
91st ANNUAL CONFERENCE | JUNE 1-4, 2025 | GALVESTON
CERTIFICATE OF ATTENDANCE FOR CONTINUING EDUCATION

Approved by V.G. Young Institute for SB546 Compliance & TACA for Professional Designation Maintenance CE Hours

Circle the Hours in Each Column You are Seeking Credit for Each Session You Attend

DATE	SESSION NAME *(Please mark only the sessions you attend)*	SB 546 CE HOURS (TACS ONLY)	TACA CE HOURS
SUNDAY – JUNE 1			
1-5 PM	New Tax Assessor-Collector Orientation*	4	4
1-5 PM	Advanced Program: Team Building*	4	4
2-4 PM	Title Fraud Training - Module 2*	2	2
MONDAY – JUNE 2			
9:30-11 AM	Scoring in the Red Zone	1.5	1.5
BREAKOUT SESSIONS 11:10 AM-NOON	-From Chaos to Calm - Creating a Successful Organization -Navigating the Cyber Galaxy -Tax Assessor-Collector Connections	1	1
2-2:50 PM	Texas Association of Counties Services Overview	1	1
3:20-4:10 PM	Texas Comptroller of Public Accounts Update	1	1
4:10-5 PM	Texas Department of Motor Vehicles (TxDMV) Update	1	1
TUESDAY – JUNE 3			
DEPUTY SESSION 8:30-9:20 AM	Information Exchange with the Regional Service Centers	0	1
DEPUTY SESSION 9:40-10:30 AM	Cash Handling Best Practices	0	1
DEPUTY SESSION 10:35-11:25 AM	How to Provide Great Service to Difficult Customers	0	1
BREAKOUT SESSIONS 1:30-2:20 PM	-VIT & SIT -The Force of Security -Ethics for County Tax Assessor-Collectors - Part 1*	1	1
BREAKOUT SESSIONS 2:30-3:20 PM	-Texas Secretary of State Update -May the Laws Be With You -Ethics for County Tax Assessor-Collectors - Part 2*	1	1
3:50 – 4:50 PM	TxDMV Vision & Updates: Past, Present and Future	1	1
WEDNESDAY – JUNE 4			
8:30-9:20 AM	Managing First Amendment Audits	1	1
9:40-11:10 AM	Legislative Update	1.5	1.5
11:30 AM-1 PM	Truth-in-Taxation Update	1.5	1.5
		16.5	**19.5**
	TOTAL HOURS ATTENDED	10	

TO RECEIVE PROPER CREDIT, THIS FORM MUST BE SIGNED AND TURNED IN **PRIOR TO THE END** OF CONFERENCE.

Name: KATE CARROLL **County** JEFFERSON

(PRINT CLEARLY)

Signature: _____ **TAC#** 271242

KEEP THE BOTTOM COPY FOR YOUR RECORDS.

* TACA Certification Course (must sign-in)

TEXAS A&M AGRILIFE EXTENSION

V.G. YOUNG INSTITUTE OF
COUNTY GOVERNMENT

CERTIFICATE OF COMPLETION

The V.G. Young Institute of County Government awards this Certificate to

Kate Carroll

For successfully completing 1.00 hours of educational training

Motor Vehicle Sales
Tax & Fee Collections

Peter J. McGuill, Ph.D., Director
V.G. Young Institute of County Government

Thursday, October 2, 2025

Rick Avery, Ph.D., Director
Texas A&M AgriLife Extension Service

TEXAS A&M AGRILIFE EXTENSION

V.G. YOUNG INSTITUTE OF COUNTY GOVERNMENT

CERTIFICATE OF COMPLETION

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Kate Carroll

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Voter Registration and Chapter 19 Funds

Peter J. McGuill, Ph.D., Director
V.G. Young Institute of County Government

Monday, December 22, 2025

Rick Avery, Ph.D., Director
Texas A&M AgriLife Extension Service

TEXAS A&M AGRILIFE EXTENSION

V.G. YOUNG INSTITUTE OF
COUNTY GOVERNMENT

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Fundamentals of the ADA

(TDLR#28912)

updated TDLR # July 2024

Peter J. McGuill, Ph.D., Director
V.G. Young Institute of County Government

Wednesday, December 24, 2025

Rick Avery, Ph.D., Director
Texas A&M AgriLife Extension Service

TEXAS A&M AGRILIFE EXTENSION

V.G. YOUNG INSTITUTE OF
COUNTY GOVERNMENT

CERTIFICATE OF COMPLETION

The V.G. Young Institute of County Government awards this Certificate to

Kate Carroll

For successfully completing 1.00 hours of educational training

Manufactured Housing & Boat Titling and Registration

Peter J. McGuill, Ph.D., Director
V.G. Young Institute of County Government

Wednesday, December 24, 2025

Rick Avery, Ph.D., Director
Texas A&M AgriLife Extension Service

TEXAS A&M AGRILIFE EXTENSION

V.G. YOUNG INSTITUTE OF
COUNTY GOVERNMENT

CERTIFICATE OF COMPLETION

The V.G. Young Institute of County Government awards this Certificate to

Kate Carroll

For successfully completing 1.00 hours of educational training

Customer Service to Build the Public Trust

(TDLR #28345)

updated TDLR # July 2024

Peter J. McGuill, Ph.D., Director
V.G. Young Institute of County Government

Wednesday, September 17, 2025

Rick Avery, Ph.D., Director
Texas A&M AgriLife Extension Service

TEXAS A&M AGRILIFE EXTENSION

V.G. YOUNG INSTITUTE OF
COUNTY GOVERNMENT

CERTIFICATE OF COMPLETION

The V.G. Young Institute of County Government awards this Certificate to

Kate Carroll

For successfully completing 1.00 hours of educational training

FLSA, USERRA and Sexual Harassment

(TDLR#28909)

updated TDLR # July 2024

Peter J. McGuill, Ph.D., Director
V.G. Young Institute of County Government

Friday, September 19, 2025

Rick Avery, Ph.D., Director
Texas A&M AgriLife Extension Service

500

TEXAS A&M AGRILIFE EXTENSION

V.G. YOUNG INSTITUTE OF
COUNTY GOVERNMENT

CERTIFICATE OF COMPLETION

The V.G. Young Institute of County Government awards this Certificate to

Kate Carroll

For successfully completing 1.00 hours of educational training

FMLA What Every Employer Needs to Know

(TDLR#28911)

updated TDLR # July 2024

Peter J. McGuill, Ph.D., Director
V.G. Young Institute of County Government

Wednesday, September 17, 2025

Rick Avery, Ph.D., Director
Texas A&M AgriLife Extension Service

501

TEXAS A&M AGRILIFE EXTENSION

V.G. YOUNG INSTITUTE OF
COUNTY GOVERNMENT

CERTIFICATE OF COMPLETION

The V.G. Young Institute of County Government awards this Certificate to

Kate Carroll

For successfully completing 2.00 hours of educational training

Accounting in the Tax Office

Peter J. McGuill, Ph.D., Director
V.G. Young Institute of County Government

Wednesday, September 3, 2025

Rick Avery, Ph.D., Director
Texas A&M AgriLife Extension Service

502

TEXAS A&M AGRILIFE EXTENSION

V.G. YOUNG INSTITUTE OF
COUNTY GOVERNMENT

CERTIFICATE OF COMPLETION

The V.G. Young Institute of County Government awards this Certificate to

Kate Carroll

For successfully completing 1.00 hours of educational training

Personnel Management in the Public Sector

(TDLR #28910)

updated TDLR # July 2024

Peter J. McGuill, Ph.D., Director
V.G. Young Institute of County Government

Wednesday, December 24, 2025

Rick Avery, Ph.D., Director
Texas A&M AgriLife Extension Service

503

TEXAS A&M AGRILIFE EXTENSION

V.G. YOUNG INSTITUTE OF
COUNTY GOVERNMENT

CERTIFICATE OF COMPLETION

The V.G. Young Institute of County Government awards this Certificate to

Kate Carroll

For successfully completing 2.00 hours of educational training

Special Inventory Tax

(TDLR #29474)

updated TDLR # September 2024

Peter J. McGuill, Ph.D., Director
V.G. Young Institute of County Government

Wednesday, September 24, 2025

Rick Avery, Ph.D., Director
Texas A&M AgriLife Extension Service

504

HUB International Midwest Limited
1411 Opus Place, Suite 450
Downers Grove, IL 60515
630-468-5600 • Fax: 800-882-9651

Jefferson County
1149 Pearl Street
Beaumont, TX 77701

Bond No. SUR5000552
Contract Amount: $1,897,000.00
Principal: USA Debusk LLC
Job Description: Overweight Permit- Jefferson County, TX

Dear Sir/Madam:

We would like your assistance in closing out the above captioned bond. Please provide the following information:

If the project is complete:

Date Completed: 12/04/2025 **Date Accepted:** 12/04/2025

Final Contract Amount: $203,110.38 - Check #3933

If the project is not complete:

Percent Complete: 100% **Anticipated Completion Date:** N/A

Is the job progressing satisfactorily: N/A

Comments: Road Damages in Precinct #4 are paid per Check #3933, received by Jefferson County Auditors Office on 12/04/2025

ATTEST Judy Ginnard
DATE 1/13/26

COMMISSIONERS COURT JEFFERSON COUNTY, TEXAS

By: _____ 1-13-2026
County Judge (Jefferson County) **Date**
Name & Title (409)835-8584 **Phone/Fax #**

Please email jennifer.mccomb@hubinternational.com or mail back to HUB International Midwest Limited. Thank you.

RELEASE AGREEMENT

This Release Agreement dated and effective as of November 17, 2025, is entered into by and between USA DeBusk LLC, a Texas limited liability company (the "Company"), and Jefferson County, Texas (the "County" and, together with Company, each a "Party" and collectively, the "Parties").

WHEREAS, the County issued the Company Overweight Vehicle Permit Number 07-OW-25 (the "Permit"), and the Parties entered the Road Use Agreement between the County and the Company dated April 29, 2025 (the "Road Use Agreement");

WHEREAS, the Road Use Agreement terminated on July 1, 2025;

WHEREAS, in connection with the Permit and Road Use Agreement, Company provided County the Jefferson County Overweight Permit Bond dated April 10, 2025 number SUR5000552 (the "Bond") in an amount of $1,897,000;

WHEREAS, in connection with the work performed in connection with the Road Use Agreement, the County assessed that the Company was responsible for $203,110.38 (the "Final Assessment") in damages to Labelle Road, Blewett Road, Steinhagen Road, Humble Camp and Hildebrandt as documented in the letter to Cameron Garcia from Everette Alfred dated October 15, 2025;

NOW, THEREFORE, the Parties agree as follows:

1. The County recognizes that the Final Assessment is the full and final amount owed by Company in connection with the Permit, the Road Use Agreement and any actions in connection therewith. Company's payment of the Final Assessment shall represent full and final payment for amounts due or that may become due under the Permit, the Road Use Agreement or any actions in connection therewith. Following Company's payment of the Final Assessment, Company shall have no further obligations in connection with the Permit, the Road Use Agreement or any actions in connection therewith.

2. Upon receipt of the Final Assessment, the County agrees that the Bond is null and void and hereby releases Frankenmuth Insurance Company and Company (and its affiliates) from all past, present, and future liabilities of any kind arising under or in connection with the Bond. The signatory for County represents to Frankenmuth Insurance Company and Company that it has the authority to bind County to the terms of this Release Agreement.

COMPANY:

Nancy B. Bostic

By: Nancy Bostic
Its: General Counsel

JEFFERSON COUNTY:

By:
Its: County Judge

COMMISSIONERS COURT JEFFERSON COUNTY, TEXAS

ATTEST: Judy Gunnell
DATE 11/13/25

Form #2204 Rev 9/2017 **Submit to:** **SECRETARY OF STATE** **Government Filings Section** **P O Box 12887** **Austin, TX 78711-2887** **512-463-6334** **FAX 512-463-5569** **Filing Fee: None**	**This space reserved for office use** **OATH OF OFFICE**

IN THE NAME AND BY THE AUTHORITY OF THE STATE OF TEXAS,

I, Ryan Poggon, do solemnly swear (or affirm), that I will faithfully execute the duties of the office of Jefferson County ESD 1 Commissioner of the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws of the United States and of this State, so help me God.

Signature of Officer

Certification of Person Authorized to Administer Oath

State of TEXAS

County of Jefferson

Sworn to and subscribed before me on this 6th day of January, 2026.

(Affix Notary Seal, only if oath administered by a notary.)

ATTEST Judy Grinnell

DATE 1/13/26

COMMISSIONERS COURT JEFFERSON COUNTY, TEXAS

Signature of Notary Public or
Signature of Other Person Authorized to Administer An Oath

Jeff Branick

Printed or Typed Name

Form #2201 Rev. 05/2020 **Submit to:** **SECRETARY OF STATE** **Government Filings** **Section P O Box 12887** **Austin, TX 78711-2887** **512-463-6334** **512-463-5569 - Fax** **Filing Fee: None**	**STATEMENT OF OFFICER**

Statement

I, Ryan Pierson, do solemnly swear (or affirm) that I have not directly or indirectly paid, offered, promised to pay, contributed, or promised to contribute any money or thing of value, or promised any public office or employment for the giving or withholding of a vote at the election at which I was elected or as a reward to secure my appointment or confirmation, whichever the case may be, so help me God.

Title of Position to Which Elected/Appointed: Jefferson County ESD 1 Commissioner

Execution

Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated therein are true.

Date: 1/6/2025

Signature of Officer

Form #2204 Rev 9/2017	This space reserved for office use
Submit to: **SECRETARY OF STATE** **Government Filings Section** **P O Box 12887** **Austin, TX 78711-2887** **512-463-6334** **FAX 512-463-5569** **Filing Fee: None**	**OATH OF OFFICE**

IN THE NAME AND BY THE AUTHORITY OF THE STATE OF TEXAS,

I, Darby J. Doguet, do solemnly swear (or affirm), that I will faithfully execute the duties of the office of Jefferson County ESD 3 Commissioner of the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws of the United States and of this State, so help me God.

Signature of Officer

Certification of Person Authorized to Administer Oath

State of Texas

County of Jefferson

Sworn to and subscribed before me on this 6th day of January, 2026.

(Affix Notary Seal, only if oath administered by a notary.)

ATTEST Judy Grinnell

DATE 1/13/26

Signature of Notary Public or
Signature of Other Person Authorized to Administer An Oath

Jeff Branick

Printed or Typed Name

COMMISSIONERS COURT JEFFERSON COUNTY, TEXAS

Form #2201 Rev. 05/2020 **Submit to:** **SECRETARY OF STATE** **Government Filings** **Section P O Box 12887** **Austin, TX 78711-2887** **512-463-6334** **512-463-5569 - Fax** **Filing Fee: None**	**STATEMENT OF OFFICER**

Statement

I, Darby J. Doguet, do solemnly swear (or affirm) that I have not directly or indirectly paid, offered, promised to pay, contributed, or promised to contribute any money or thing of value, or promised any public office or employment for the giving or withholding of a vote at the election at which I was elected or as a reward to secure my appointment or confirmation, whichever the case may be, so help me God.

Title of Position to Which Elected/Appointed: Jefferson County ESD 3 Commissioner

Execution

Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated therein are true.

Date: 1/6/2026

Signature of Officer