Special, 1/27/2026 10:30:00 AM

BE IT REMEMBERED that on January 27, 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 27, 2026

Notice is hereby given that the Commissioners' Court of Jefferson County, Texas, will meet at **10:30 AM,** on the **27th** 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 **Special** meeting for the purpose of transacting the routine business of the County. Persons with disabilities requiring auxiliary aids for services who wish to attend this meeting should contact the County Judge's Office to arrange for assistance.

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

9:15 a.m. - Announcement of an executive (closed) session pursuant to Texas Government Code Section 551.0725 to deliberate business and financial issues relating to a contract in negotiations. Deliberation in an open meeting would have a detrimental effect on the positions of the Commissioners Court in negotiations with this third party.

9:45 a.m. – Announcement of a Workshop to receive and consider information from the County Engineer regarding the acceptance of new subdivision roads for maintenance.

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

The following options are available:

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

Listen to audio by calling 347-973-4395, conference id 113569383# The court will also have a time for public comments at the beginning of the meeting. If you would like to speak at that time, please be on the phone call. The Court will allow public comments related to items on the agenda that day at the beginning of the meeting. Public comments will be limited to 3 minutes per person.

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

INVOCATION: Cary Erickson, Commissioner, Precinct Two

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

PURCHASING:

(a). Receive and file bids for Invitation for Bid (IFB 25-073/CG), Re-Bid Term Contract for Prisoner Transportation Services for Jefferson County.

SEE ATTACHMENTS ON PAGES 13 - 279

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

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

NO ATTACHMENTS

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

(c). Consider and approve the authorization of an Application Programming Interface between LEO Technologies, LLC and Smart Communications Holdings LLC for the transcription of inmate telephone calls. This has been reviewed and approved by the Jefferson County MIS Department. The project is funded by the Texas Governor's Office.

SEE ATTACHMENTS ON PAGES 280 - 281

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

(d). 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 282 - 283

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

(e).Consider and approve, award, execute, receive and file Acceptance of Offer for Invitation for Bid (IFB 25-073/CG), Re-Bid Term Contract for Prisoner Transportation Services for Jefferson County with LSPT General Operations with pricing as shown in Attachment A.

SEE ATTACHMENTS ON PAGES 284 - 286

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

COUNTY AUDITOR:

(a).Consider and approve electronic disbursement for $1,080,440.55 to LaSalle for revenue received from entities for inmate housing.

NO ATTACHMENTS

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

(b).Consider and approve advanced funding request for American Rescue Plan Act approved project with City of Nome Pl in the amount of $299,501.00.

SEE ATTACHMENTS ON PAGES 287 - 287

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

(c).Consider and approve electronic disbursement for $1,800,000.00 to State Comptroller for the first half of IGT for Indigent Health Care.

SEE ATTACHMENTS ON PAGES 288 - 288

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

(d).Consider and approve electronic disbursement for $6,494,070.17 to State Comptroller for Intergovernmental Transfer for Jefferson County LPPF for the Uncompensated Care Program.

SEE ATTACHMENTS ON PAGES 289 - 290

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

(e).Regular County Bills – check #535950 through check #536130.

SEE ATTACHMENTS ON PAGES 291 - 299

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

279TH DISTRICT COURT:

(a).Consider, possibly approve, authorize the County Judge to execute, receive and file a Resolution for grant application #1869021 for the Jefferson County Family Intervention Recovery Service Treatment Program for FY 2026-2027.

SEE ATTACHMENTS ON PAGES 300 - 300

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

(b).Consider, possibly approve, authorize the County Judge to execute, receive and file a Resolution for grant #1869021 to the Foundation of Southeast Texas FY 2026-2027.

SEE ATTACHMENTS ON PAGES 301 - 301

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

COUNTY COMMISSIONERS:

(a).Receive and file executed abatement agreements between Jefferson County and Beaumont Bulk Solutions LLC for Phase 1 and 2, pursuant to Sec. 312.401 et seq, Texas Tax Code.

SEE ATTACHMENTS ON PAGES 302 - 353

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

COUNTY TREASURER:

(a).Consider and approve Quarterly Report / wire for State Pooled Fees in the amount of $328,556.38 to the Texas Comptroller.

SEE ATTACHMENTS ON PAGES 354 - 356

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

CRIME LAB:

(a).Consider and possibly approve a resolution for the Crime Lab to apply for the 2027 Paul Coverdell Forensic Science Improvement Grant. The grant, if awarded, would provide funds for necessary travel and training for forensic personnel in the Crime Lab, for purchase of drug reference materials and consumable supplies used in seized drug analysis and for outsourcing some seized drug cases to NMS Labs. This grant would require no matching funds from the county.

SEE ATTACHMENTS ON PAGES 357 - 357

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

DISTRICT CLERK:

(a).Consider and possibly approve expenditure from the District Clerk's Records Management fund in the amount of $17,748.00 for replacement of two Microfilm/Microfiche Reader/Printers including preloaded board computers/monitors.

NO ATTACHMENTS

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

ENGINEERING DEPARTMENT:

(a).Consider and possibly approve a Final Plat of Nashland Estates Phase II, a subdivision out of and a part of Sophia Dean Survey, Abstract No. 16, Jefferson County, Texas. This subdivision is located on North China Road in Precinct No. 1. This subdivision is not in an ETJ and has met all of Jefferson County platting requirements.

SEE ATTACHMENTS ON PAGES 358 - 358

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

(b).Execute, receive and file Overweight Vehicle Permit 01-OW-26 and Road Use Agreement between Jefferson County and Exxon Mobil Low Carbon Solutions Onshore Storage, LLC. Intended for the purpose of transporting equipment along Old Grayburg Road. This project is located in Jefferson County in Precinct 1.

SEE ATTACHMENTS ON PAGES 359 - 378

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

MOSQUITO CONTROL:

(a).Consider, possibly approve and authorize the County Judge to execute, receive and file an annual Aerial Waiver to allow Mosquito Control planes to fly at low altitudes in accordance with all Federal and State Regulations governing their activities within the jurisdiction of Jefferson County.

SEE ATTACHMENTS ON PAGES 379 - 382

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

RISK MANAGEMENT:

(a).Consider and possibly approve Commercial Property Insurance with Berkshire, lead carrier, effective February 1, 2026, for an annual premium not to exceed $2,247,860.71 with a 2% named storm deductible; or an annual premium not to exceed $2,171,292.06 with a 3% named storm deductible.

SEE ATTACHMENTS ON PAGES 383 - 398

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

(b).Consider and possibly approve Boiler and Machinery Insurance with Hartford Steam Boiler, effective February 1, 2026, for an annual premium not to exceed $33,763.00.

NO ATTACHMENTS

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

(c).Consider and possibly approve Government Crime Insurance with Great American Insurance Co., effective February 1, 2026, for an annual premium not to exceed $5,919.00.

NO ATTACHMENTS

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

(d).Consider and possibly approve Cyber Liability Insurance with Crum & Forster Specialty, effective February 1, 2026, for an annual premium not to exceed $34,813.00 with an upper limit coverage of $1,000,000; or an annual premium not to exceed $48,983.63 for an upper limit coverage of $2,000,000.

NO ATTACHMENTS

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

(e).Consider and possibly approve Excess Workers' Compensation Insurance with Midwest Employers Casualty, effective February 1, 2026, for an annual premium of $217,765.00.

NO ATTACHMENTS

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

(f).Consider and possibly approve Aircraft Liability Insurance with Westchester Fire Insurance Company, effective February 1, 2026, for an annual premium not to exceed $107,931.00.

NO ATTACHMENTS

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

SHERIFF'S DEPARTMENT:

(a).Consider and possibly approve a resolution to authorize the County Judge to execute a grant application with the Office of the Governor for the 2026-2027 Project Safe Neighborhoods Grant.

SEE ATTACHMENTS ON PAGES 399 - 399

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

OTHER BUSINESS:

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

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

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

_____

Jeff R. Branick
County Judge

Special, January 27, 2026

There being no further business to come before the Court at this time, same is now here adjourned on this date, January 27, 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 Invitation for Bids

December 16, 2025

Notice is hereby given that sealed bids will be accepted by the Jefferson County Purchasing Department for Invitation for Bid **(IFB 25-073/CG), Re-Bid Term Contract for Prisoner Transportation Services for Jefferson County.** Specifications for this project may be obtained from the Jefferson County website, https://jeffersoncountytx.gov/Purchasing/ or by calling 409-835-8593.

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

BID NAME:	**Re-Bid Term Contract for Prisoner Transportation Services for Jefferson County**
BID NUMBER:	**IFB 25-073/CG**
DUE BY TIME/DATE:	**11:00 AM CST, Wednesday, January 14, 2026**
MAIL OR DELIVER TO:	**Jefferson County Purchasing Department** **1149 Pearl Street, 1st Floor** **Beaumont, Texas 77701**

Any questions relating to these 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 18, 2025 & December 24, 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 LSPT General Operations certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C.Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Tamela Hanes

Signature of Contractor's Authorized Official

Tamela Hanes - Owner

Name and Title of Contractor's Authorized Official

1/9/26

Date

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

DEBARMENT/SUSPENSION CERTIFICATION

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

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

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

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

Tamela Hanes

Signature of Contractor's Authorized Official

Tamela Hanes - Owner

Name and Title of Contractor's Authorized Official

1/9/26

Date

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

CIVIL RIGHTS COMPLIANCE PROVISIONS

1. EQUAL EMPLOYMENT OPPORTUNITY (Equal Opportunity Clause)

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

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

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

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

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

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

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

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

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

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

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

CIVIL RIGHTS COMPLIANCE PROVISIONS (CONTINUED)

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

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

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

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

Tamela Hanes

Signature of Contractor's Authorized Official

Tamela Hanes - Owner

Name and Title of Contractor's Authorized Official

1/9/26

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 14, 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, Monday, December 29, 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.

CAGE

COMMERCIAL AND GOVERNMENT ENTITY PROGRAM

SEARCH & INQUIRY | REQUEST | UPDATE | NEWS | FORMS | RESOURCES | ABOUT | FAQ | TRENDING TOPICS

Scheduled Maintenance: Sunday, 25 January 2026 at 8:30 AM (ET) through Sunday, 25 January 2026 at 12:30 PM (ET). During this time, registrants may not be able to access the CAGE website https://cage.dla.mil

Details

Back

	Legal Business Name	LONE STAR PRISONER TRANSPORT, INC
	Doing Business As (DBA)	
14DT3	Division Name	
	Address	507 COUNTRY CLUB RD BOWIE, TX 76230 8516 UNITED STATES

CAGE Information

CAGE	14DT3
UEI	DWPXBZZQU6R1
Status	Active
Type	Non-Manufacturer
Established	08/06/2025
CAGE Update Date	08/12/2025
CAGE Expiration	08/12/2030
SAM Expiration	08/08/2026

Business Contact Information

Primary POC	TAMELA HANES
Alternate POC	TAMELA HANES
Corporate URL	LONESTARPRISONERTRANSPORTION.COM

Ownership of Offeror Information

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.

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2026-1407373

Date Filed:
01/12/2026

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
LSPT General Operations
Decatur, TX United States

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

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
IFB 25-073/CG
Inmate Transportation

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Hanes, Tamela	Bowie, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is Tamela Hanes, and my date of birth is 11/3/67.

My address is PO Box 1872, Decatur (city), Tx (state), 76234 (zip code), US (country).

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

Executed in Wise County, State of Tx, on the 12 day of Jan (month), 20 26 (year).

Tamela Hanes
Signature of authorized agent of contracting business entity
(Declarant)

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

6. MULTIPLE VENDOR AWARD.

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

7. DELIVERY.

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

8. PAYMENT.

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

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

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

9. USAGE REPORTS.

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

10. INSURANCE.

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

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

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

All insurance must be written by an insurer licensed to conduct business in the State of Texas with Documentation that the Insurance Carrier is aware that Contractor is in the business of transporting inmates.

Minimum Insurance Requirements:

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

Minimum Insurance Requirements: (If operating a CMV under FCMSA Operating Authority)

Public Liability, including Products & Completed Operations:	$1,500,000 (15 passengers or less) $5,000,000 (16 passengers of more)
Excess Liability	$1,000,000

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

Commercial General Liability Policy:	$3,000,000
Professional Liability:	$1,000,000

Workers' Compensation Statutory Coverage (See Section 9 Below)

11. WORKERS' COMPENSATION INSURANCE

11.1 Definitions:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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COI ID: Y9RDW

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 11/18/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Mark Logsdon
The Rose Mark Risk Group LLC 1900 Jay Ell Drive 2958091 Richardson TX 75081	PHONE (A/C, No, Ext): 9038437674 FAX (A/C, No): 9033472064 E-MAIL ADDRESS: mark@rosemarkrisk.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Kinsale Insurance Company	38920
INSURER B: National Liability & Fire Insurance Company	20052
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
Lone Star Prisoner Transport, Inc
PO BOX 1872
Decatur TX 76234

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [X] CLAIMS-MADE [ ] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:	Y	Y	0100263476-1	10/11/2025	10/11/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ $ $ 2,000,000 $ 2,000,000
B	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [X] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY	Y	Y	73APS121542	10/11/2025	10/11/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) Collision Deductible	$ 1,000,000 $ $ $ $ 1,000
A	UMBRELLA LIAB [ ] OCCUR [X] EXCESS LIAB [X] CLAIMS-MADE [ ] DED [ ] RETENTION $	Y	Y	0100263491-1	10/11/2025	10/11/2026	EACH OCCURRENCE AGGREGATE	$ 1,000,000 $ 1,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					[ ] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $

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

Policy# 73APS121542; Comprehensive Deductible - $1,000 UM - $1,000,000 UIM - $1,000,000.

CERTIFICATE HOLDER

Evidence of Insurance

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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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 25-073/CG) Re-Bid Term Contract for Prisoner Transportation Services for Jefferson County

Bidder's Company/Business Name: Lone Star Prisoner Transport dba LSPT General Operations

Bidder's TAX ID Number: 39-3658211

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

Contact Person: Tamela Hanes **Title:** Owner

Phone Number (with area code): 940-257-8523

Alternate Phone Number if available (with area code): 940-255-9626

Fax Number (with area code): NA

Email Address: tammiehanes@lspt.net

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

PO Box 1872
Address

Decatur, Tx 76234
City, State, Zip Code

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

SECTION 4: MINIMUM SPECIFICATIONS

The following requirements and specifications supersede General Bid Requirements where applicable. Any questions relating to bid submission or bid item specifications requirements should be directed to Cindy Greene, Contract Specialist at 409-835-8593 or via email at: Cynthia.greene@jeffersoncountytx.gov. If no response in 72 hours, contact Deborah Clark, Purchasing Agent at 409-835-8593 or by email at deb.clark@jeffersoncountytx.gov. Please reference Bid Number: IFB 25-073/CG.

4.0 SCOPE OF PROJECT:

Jefferson County is soliciting bids for Interstate and Intrastate Prisoner Transportation Services by land and air between Jefferson County To/From anywhere in the Continental United States, Alaska and Hawaii. The County aims to establish such services which adhere to all applicable state, federal and local laws and standards related to prisoner transport and provides for the welfare and security of prisoners from the moment custody is taken until they reach the designated destination.

Contractor must utilize trained and certified personnel and provide transport in secure, properly equipped vehicles which meet all applicable regulations. Contractor must comply with all pertinent provisions of the United States Department of Transportation (USDOT), Federal Motor Carrier Safety Administration (FMSCA) 49 C.F.R., Parts 385, 390-396, U.S. Department of Justice regulations 28 C.F.R., Part 97 created pursuant to passage of the "Interstate Transportation of Dangerous Criminals Act of 2000", known as "Jeanna's Act", and all other applicable federal regulations.

Contractor is responsible for all costs associated with the Prisoner Transportation Services, other than necessary prisoner medical costs, needed to perform the contracted services. This includes but is not limited to insurance, permits, licenses, vehicles and their maintenance and fuel, meals, trained personnel and all necessary tools, weapons, equipment, supervision and expertise.

Term: The initial contract is for a term of one (1) year with the option to renew for up to four (4) additional one-year terms.

4.1 SPECIFICATIONS:

4.1.1 Contractor shall have, in place and in operation, a ground transportation system which operates seven (7) days a week, 365 days per year and available twenty-four (24) hours per day. Jefferson County Sheriff's Department shall have communication system access with the Contractor at all times.

4.1.2 Contractor shall have the ability to provide prisoner transportation and extradition services when called upon, anywhere in the United States by vehicle, or by air, when appropriate under the circumstances and distance of travel required. These services shall be conducted under the established law and policy.

4.1.3 All prisoners shall be transported by ground unless special circumstances dictate otherwise, and those prisoners will be handled on a case-by-case basis. In the event air services are required to transport prisoners, prior written approval by the Jefferson County Sheriff's Department is required.

4.1.4 Contractor shall have vehicles that are properly equipped to transport prisoners. The vehicles shall be in good operating condition and shall meet all state and/or federal requirements for motor vehicles. All necessary maintenance and repairs shall be the Contractor's responsibility. Contractor shall provide vehicle registration as proof of ownership upon request by the Jefferson County Sheriff's Department.

4.1.5 Vehicles being used by Contractor shall be designed/modified to include the following: Separate and secure area for the driving team. Doors and windows unable to be opened from the inside of the prisoner compartment. Welded steel screens covering windows. Equipped with a reliable form of mobile communications. Operational heat/AC for the entire vehicle.

4.1.6 Contractor shall provide at least two (2) officers to each vehicle transporting a prisoner. Contractor will furnish qualified female personnel when possible when transporting female prisoners. All drivers and transport officers shall be trained and licensed to carry firearms in accordance with all State and Federal requirements.

4.1.7 Contractor shall separate male and female prisoners during transport.

4.1.8 Contractor shall secure all prisoners in their custody with restraining devices that secure their hands in front to a waist chain or similar device. Legs will be secured with leg irons or similar. These restraints will be utilized for the duration of the time the Contractor has custody of the prisoner.

4.1.9 Prior to accepting custody of any prisoner, Contractor will be required to photograph the prisoner for identification purposes. This photograph is to be attached to the prisoner transport order which contains a complete physical description. This action is to minimize the possibility of a prisoner mix-up at the holding facility and also will provide a complete physical detail in the event of a major incident. All prisoner property is to be searched by the Contractor at the holding facility to preclude the concealment of contraband items.

4.1.10 During transport, Contractors shall provide prisoners a minimum of three (3) meals per twenty-four (24) hour period.

a. Within a twenty-four (24) period, Contractor shall provide two (2) hot meals. The third meal per twenty-four (24) hour period may be a cold meal.
b. Meals from fast-food type restaurants or delicatessens shall be acceptable.
c. Mealtimes shall closely correspond to typical breakfast, lunch, and dinner times as a practical and possible during transport.
d. All meals shall be included in the bid cost of the transportation.

4.1.11 Contractor shall be authorized to obtain emergency medical treatment for prisoners whenever deemed necessary. Contractor shall immediately notify the Jefferson County Sheriff's Department of any emergency medical treatment that requires immediate attention.

4.1.12 Contractor shall be responsible for all costs that may occur during transport for its employees and prisoners; excluding medical costs for the prisoner, during the term of the contract.

4.1.13 Any delay during transport that results in lodging requirements for the prisoner(s) shall be arranged by the Contractor with the appropriate local detention facility. This includes but is not limited to inclement weather and mechanical malfunctions.

4.1.14 In the event of any unusual incident, situation or emergency which arises in the performance of this contract, Contractor shall immediately notify Jefferson County Sheriff's Department. For purpose of this subparagraph, "unusual incident, emergency or situation" includes but is not limited to, any act of violence or attempted act of violence by a prisoner or any other breach of security, an unusual delay in the transportation of a prisoner, any medical treatment, and any refusal of law enforcement agencies to release a prisoner to the Contractor as authorized agencies and directed by Jefferson County Sheriff's Department.

4.1.15 Contractor shall maintain complete documentation for all prisoners transported, including but not limited to: Prisoner receipt forms, Personal property control forms and Medical information forms.

4.2 INTERNAL AND EXTERNAL STANDARDS AND GUIDELINES

4.2.1 Contractor shall possess and maintain valid licenses, permits, and adhere to all federal, state, and local regulations that apply to each prisoner transport and vehicle being used for said transport.

4.2.2 Policies, practices, and procedures must be in effect to prohibit the mistreatment of prisoners, including prohibitions against the use of excessive force, and sexual misconduct.

4.2.3 Contractor must employ pre-employment screening measures for all potential employees, including but not limited to a fingerprint-based background check and a test for the use of controlled substances.

4.2.4 Employee uniforms must be worn at all times while the employee is engaged in transportation or guarding of all prisoners. The employee must display proper identification credentials, including a photograph, employee's name, and date of issuance.

4.2.5 Employees must be a United States Citizen or possess the necessary authority from the U.S. Citizenship and Immigration Services to be employed in the United States.

4.2.6 Employees must possess a valid state-issued driver's license.

4.2.7 Contractor must adhere to the maximum driving time provisions applicable to commercial motor vehicle operators, as set forth in Department of Transportation regulations at 49 CFR 395.5 which will apply regardless of whether the Contractor is covered by Department of Transportation regulations.

4.2.8 Contractor must adhere to certain minimum standards with respect to the number of employees required to monitor violent prisoners during transportation. The Contractor must ensure that at least one guard is on duty for every two prisoners transported.

OFFER AND ACCEPTANCE FORM
OFFER TO CONTRACT

To Jefferson County:

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

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

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

We acknowledge receipt of the following amendment(s): IFB 25-073/CG, #1, #2, _____.

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

LSPT General Operations
Company Name

PO Box 1872
Address

Decatur TX 76234
City State Zip

Tamela Hanes
Signature of Person Authorized to Sign

Tamela Hanes
Printed Name

Owner
Title

For clarification of this offer, contact:

Tamela Hanes - Owner
Name & Title

940-257-8523
Phone Fax

tammiehanes@lspt.net
E-mail

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

ACCEPTANCE OF OFFER

The Offer is hereby accepted for the following items: Re-Bid Term Contract for Prisoner Transportation Services for Jefferson County. Contract Term: One (1) year from date of award with an option to renew for four (4) additional years.

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

This contract shall henceforth be referred to as Contract No. (IFB 25-073/CG), Re-Bid Term Contract for Prisoner Transportation Services for Jefferson County. The Contractor has not been authorized to commence any billable work or to provide any material or service under this contract until Contractor receives a purchase order and/or a notice to proceed from the Jefferson County Purchasing Agent.

COUNTERSIGNED:

Jeff R. Branick, County Judge **JEFFERSON COUNTY, TEXAS**	**Date**
ATTEST:	
Roxanne Acosta Hellberg, County Clerk **JEFFERSON COUNTY, TEXAS**	**Date**

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

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 25-073/CG**
IFB TITLE:	**Re-Bid Term Contract for Prisoner Transportation Services for Jefferson County**
IFB DUE BY:	**11:00 am, CST, Wednesday, January 14, 2026**
ADDENDUM NO.:	**2**
ISSUED (DATE):	**January 9, 2026**

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: Bid Opening Location change.
Bids will be publicly opened and read aloud in the Jefferson County Purchasing Department (1st Floor, Historic Courthouse) located at 1149 Pearl Street, Beaumont, Texas 77701 at the bid due by date and time specified above.

The information included herein is hereby incorporated into the documents of this present bid matter and supersedes any conflicting documents or portion thereof previously issued.

Receipt of this Addendum is hereby acknowledged by the undersigned Respondent:

ATTEST:

Witness

Witness

Approved by TH Date: 1/9/26

Tamela Hanes
Authorized Signature (Respondent)

Owner
Title of Person Signing Above

Tamela Hanes
Typed Name of Business or Individual

PO Box 1872, Decatur TX 76234
Address

JEFFERSON COUNTY PURCHASING DEPARTMENT
Deborah L. Clark, Purchasing Agent

1149 Pearl Street
1st Floor, Beaumont, TX 77701

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

Addendum to IFB

IFB NUMBER:	**IFB 25-073/CG**
IFB TITLE:	**Re-Bid Term Contract for Prisoner Transportation Services for Jefferson County**
IFB DUE BY:	**11:00am, CST, Wednesday, January 14, 2026**
ADDENDUM NO.:	**1**
ISSUED (DATE):	**December 30, 2025**

To Bidder: This Addendum is an integral part of the IFB package under consideration by you as a Bidder in connection with the subject matter herein identified. Jefferson County deems all sealed bids to have been proffered in recognition and consideration of the entire IFB Specifications Package – *including all addenda*. For purposes of clarification, **receipt of this present Addendum by a Bidder should be evidenced by returning it (signed) as part of the Bidder's sealed bid submission.** If the bid submission has already been received by the Jefferson County Purchasing Department, Bidder should return this addendum in a separate sealed envelope, clearly marked with the IFB Title, IFB Number, and IFB Opening Date and Time, as stated above.

Reason for Issuance of this Addendum: Vendor Questions

The information included herein is hereby incorporated into the documents of this present bid matter and supersedes any conflicting documents or portion thereof previously issued.

Receipt of this Addendum is hereby acknowledged by the undersigned Respondent:

ATTEST:

Witness

Witness

Approved by TH Date: 1/9/26

Tamela Haines
Authorized Signature (Respondent)

Owner
Title of Person Signing Above

Tamela Haines
Typed Name of Business or Individual

PO Box 1872, Decatur Tx 76234
Address

JEFFERSON COUNTY PURCHASING DEPARTMENT
Deborah L. Clark, Purchasing Agent

1149 Pearl Street
1st Floor, Beaumont, TX 77701

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

1. **Question:** The governing bodies for prisoner transportation and extradition companies are the US Department of Transportation (USDOT), Federal Motor Carrier Safety Administration (FMCSA), and the US Department of Justice (USDOJ)? Will **Jefferson County** acknowledge the guidelines and laws set forth by these departments?

   Answer: See Scope of project on page 43 Section 4.0

2. **Question:** Will **Jefferson County** require that vendors meet all requirements for limits on continuous travel hours and miles as governed by the FMCSA (Section 395.5 (a)? If so, will vendors be required to submit drivers logs to verify that they conform to those requirements?

   Answer: See section 4.2.7 on page 45. Logs will be required to submit upon request.

3. **Question:** Will **Jefferson County** require vendors to have a Satisfactory Audit Rating from the FMCSA, which measures the vendor's compliance with the Federal Motor Carrier Safety Regulations?

   Answer: See *Notation on Section B: Additional Requirements on page 50.

4. **Question:** Proof of Authority to Operate is provided by a transport company being issued a Motor Carrier Number (MC #) by the FMCSA. This allows transport vendors to cross state lines with inmates in their custody. Will **Jefferson County** acknowledge and require an active Motor Carrier Number?

   Answer: Contractor must comply with all applicable Federal Regulations. See Question and answer #1 and #3.

5. **Question:** Does **Jefferson County** realize that to be in compliance with the FMCSA, vendors are required to carry Automobile Liability: If transporting in a vehicle rated for 15 passengers or less, minimum coverage of one million five hundred thousand dollars ($1,500,000) per occurrence combined single limit for automobile liability and property damage; and/or: If transporting in a vehicle rated for 16 passengers or more, minimum coverage shall be five million dollars ($5,000,000) per occurrence combined single limit for automobile liability and property damage?

   Answer: See Section 3, #10 on pages 38-39

6. **Question:** If a vendor states they transport 8 passengers or less in a vehicle that was designed to carry more passengers, will **Jefferson County** uphold the FMCSA Regulation 383.5 which states, "designed to carry" vehicles refer to the number of designated seats as originally designed? Meaning if a vendor states they only carry 8 passengers on a vehicle, but that vehicle was originally designed to carry 9-15

JEFFERSON COUNTY PURCHASING DEPARTMENT
Deborah L. Clark, Purchasing Agent

1149 Pearl Street
1st Floor, Beaumont, TX 77701

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

passengers, will **Jefferson County** follow federal guidelines and require that vendor to have a Motor Carrier number?

Answer: See Question and Answer #1 and #3.

7. **Question:** Will **Jefferson County** check the VIN numbers of vendors vehicles to confirm their vehicles are compliant with FMCSA Regulation 383.5?

   Answer: See Section 4.1.4

8. **Question:** Does **Jefferson County** require vendors to have been in business for a specific number of years to ensure company stability?

   Answer: No

9. **Question:** I have a question about the DOT and FMCSA requirement because my company is just transporting patients, and the vehicle we have does t not require us to have a DOT number, so my questions is it possible that we rebid on this contract, and if awarded, then we can get all the necessary DOT requirement provide it before we start transporting prisoners

   Answer: The successful vendor will be expected to commence with Prisoner Transport as needed following contract execution in accordance with Section 4: Minimum Specifications starting on page 43.

BID FORM

The Bid Form must be completed in its entirety. All prices, rates and charges must be included on the Bid Form.

Section A: Pricing

Item	Ground Transport: Adult (from pick-up location to drop off location)		
1	Adult Prisoner Transport	Price per mile	$ 1.50
		Is there a minimum charge per transport?	Yes ✓ No
		If Yes, state min charge:	$ 500.00
	Cost for additional adult prisoner	Price per mile	$ .25 (Same jail)
		Is there a minimum charge per transport?	Yes No ✓
		If Yes, State min charge:	$

Item	Ground Transport: Juvenile (from pick-up location to drop off location)		
2	Juvenile Prisoner Transport	Price per mile	$ 2.00
		Is there a minimum charge per transport?	Yes ✓ No
		If Yes, state min charge:	$ 500.00
	Cost for additional Juvenile prisoner	Price per mile	$ .50 (Same Jail)
		Is there a minimum charge per transport?	Yes No ✓
		If Yes, State min charge:	$

Item	Air Transport: Adult		
3	Adult Prisoner Transport by Air: Price all-inclusive other than airfare Airfare to be itemized on invoice	Hourly rate per officer:	$ 75.00 - 85.00
		Is there a minimum charge per transport?	Yes ✓ No
		If Yes, state min charge:	$ 1,000.00
		Is there a markup on airfare?	Yes No ✓
		If Yes, state the Markup:	$

Bid Form (continued)

Item	Air Transport: Juvenile		
4	Juvenile Prisoner Transport by Air: Price all-inclusive other than airfare Airfare to be itemized on invoice	Hourly rate per officer:	$ 125.00
		Is there a minimum charge per transport?	Yes ✓ No ___
		If Yes, state min charge:	$ 2,000.00
		Is there a markup on airfare?	Yes ___ No ✓
		If Yes, state the Markup:	$

Item	Miscellaneous	
5	Additional Fee for rush/Expedited pick up:	Yes ___ No ✓
	If yes, state the fee:	$
6	Additional Fee for medical ground transport:	Yes ___ No ___ NA
	If yes, state the fee:	$

Section B: Additional Requirements

1. **Do you currently possess a Satisfactory Audit Rating from FMCSA?** _____Yes ✓ No
(If Yes, please attach FMCSA Company Snapshot)

(If No, please list the vehicles below, including year, make and model to be used in the fulfillment of the contract) Attach additional sheets if needed:

_____ _____
_____ _____
_____ _____
_____ _____

*Please note that FMCSA Operating Authority is required for all passenger carriers, both for hire and private if their vehicles are operating in interstate commerce and meet the definition of a Commercial Motor Vehicle (CMV). Vehicles meeting one or more of the criteria below are considered CMV:

-Has a gross vehicle weight (GVW) or gross vehicle weight rating (GVWR) of 10,001 pounds or more; or
-Is *designed* or used to transport 9 or more passengers (including the driver) for compensation; or
-Is *designed* or used to transport 16 or more passengers, including the driver, regardless of whether it is used to transport passengers for compensation.

Designed means how it was originally sold, not how it may have been altered for transporting prisoners. Ex: a 15 passenger van which has been altered to hold 8 passengers, is still considered a 15 passenger van and considered a CMV.

Bid Form (continued)

2. **Do you have a valid D.O.T. number?** ✓ Yes List D.O.T. number: 4016203
_____ No

BIDDER ACKNOWLEDGEMENT OF BID ADDENDA (IF APPLICABLE):

Addendum 1 IFB 25-073/CG T.H. Date Received 12/30/25

Addendum 2 T.H. Date Received 1/9/26

Addendum 3 _____ Date Received _____

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

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

VENDOR REFERENCES FORM

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

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

REFERENCE ONE

Government/Company Name: Smith County Sheriff's Office

Address: 206 E. Elm St, Tyler Tx 75702

Contact Person and Title: Sgt Shronda Mask

Phone: 903-590-2803 Fax:

Email Address: smask@smith-county.com Contract Period: NA

Scope of Work: Inmate transport

REFERENCE TWO

Government/Company Name: Nueces County Sheriff's Office

Address: 901 Leopard St, Corpus Christi TX 78401

Contact Person and Title: Maria Wolfe - Extraditions / Fugitive Clerk

Phone: 361-887-2242 Fax:

Email Address: maria.wolfe@nuecescountytx.gov Contract Period: NA

Scope of Work: inmate transport

REFERENCE THREE

Government/Company Name: Navarro County Sheriff's Office

Address: 312 W. 2nd Ave, Corsicana TX 75110

Contact Person and Title: Capt Charlie York - Jail Administrator

Phone: 903-654-3029 Fax:

Email Address: cyork@ncsotx.org Contract Period: NA

Scope of Work: inmate transport

SIGNATURE PAGE

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

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

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

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

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

LSPT General Operations	Tamela Hanes
Bidder (Entity Name)	Signature
PO Box 1872	Tamela Hanes
Street & Mailing Address	Print Name
Decatur, TX 76234	1/9/26
City, State & Zip	Date Signed
940-257-8523	
Telephone Number	Fax Number
tammiehanes@lspt.net	
E-mail Address	

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

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

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

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

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

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

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

Tamela Hares
Signature of Contractor's Authorized Official

Tamela Hares - Owner
Name and Title of Contractor's Authorized Official *(Please Print)*

1/9/26
Date

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

CONFLICT OF INTEREST QUESTIONNAIRE

CONFLICT OF INTEREST QUESTIONNAIRE — FORM CIQ

For vendor doing business with local governmental entity

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

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

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

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

OFFICE USE ONLY
Date Received

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

NA

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

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

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

_____
Name of Officer

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

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

☐ Yes ☐ No

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

☐ Yes ☐ No

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

☐ Yes ☐ No

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

4 Pamela Hares — Signature of vendor doing business with the governmental entity

1/9/26 — Date

Adopted 8/7/2015

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

LOCAL GOVERNMENT OFFICER
CONFLICTS DISCLOSURE STATEMENT – OFFICE USE ONLY

LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT

FORM CIS

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

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

OFFICE USE ONLY

Date Received

1 **Name of Local Government Officer**

NA

2 **Office Held**

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

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

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

Date Gift Accepted _____ Description of Gift _____

Date Gift Accepted _____ Description of Gift _____

Date Gift Accepted _____ Description of Gift _____

(attach additional forms as necessary)

6 **AFFIDAVIT**

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

_____
Signature of Local Government Officer

AFFIX NOTARY STAMP / SEAL ABOVE

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

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

Adopted 8/7/2015

THIS FORM IS FOR OFFICE USE ONLY

GOOD FAITH EFFORT (GFE) DETERMINATION CHECKLIST

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

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

Did the Prime Contractor/Consultant . . .?

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

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

Tamela Hanes
Printed Name of Authorized Representative

Tamela Hanes
Signature

Owner
Title

1/9/26
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

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

Prime Contractor: _____ HUB: ☐ Yes ☐ No

HUB Status (Gender & Ethnicity): _____

Address: _____
Street City State Zip

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

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

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

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

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

FOR HUB OFFICE USE ONLY:

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

PART I. HUB SUBCONTRACTOR DISCLOSURE

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

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

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

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

HISTORICALLY UNDERUTILIZED BUSINESS (HUB)
SUBCONTRACTING PARTICIPATION DECLARATION FORM

HUB Subcontractor Disclosure

PART I: Continuation Sheet (Duplicate as Needed)

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

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

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

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

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

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

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

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) SUCONTRACTING PARTICIPATION DECLARATION FORM

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

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

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

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

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

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

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

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

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

HISTORICALLY UNDERUTILIZED BUSINESS (HUB)
SUBCONTRACTING PARTICIPATION DECLARATION FORM

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

_____

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

_____

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

Name (print or type): Tamela Hanes

Title: Owner

Signature: Tamela Hanes

Date: 1/9/26

E-mail address: tammiehanes@kspt.net

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

Name (print or type): Tamela Hanes

Title: Owner

Date: 1/9/26

E-mail address: tammiehanes@kspt.net

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

RESIDENCE CERTIFICATION/TAX FORM

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

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

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

☑ I certify that LSPT General Operations [company name] is a Resident Bidder of Texas as defined in Government Code §2252.001.

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

Taxpayer Identification Number (T.I.N.):	39-3658211
Company Name submitting bid/proposal:	LSPT General Operations
Mailing address:	PO Box 1872, Decatur Tx 76234
If you are an individual, list the names and addresses of any partnership of which you are a general partner: Lone Star Prisoner Transport, Inc	

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

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

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

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

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

HOUSE BILL 89 VERIFICATION

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

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

Pursuant to Section 2270.002, Texas Government Code:

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

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

Tamela Hanes

Signature of Company Representative

1/12/24

Date

On this 12th day of January, 20 26, personally appeared

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

Notary Seal

Tadem Brown

Notary Signature

TADEM BROWN
Notary Public, State of Texas
Comm. Expires 08-19-2026
Notary ID 133917573

01/12/2026

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 Wise

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

on this day personally appeared Tamela Hanes, who
(name)

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

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

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

foregoing on behalf of the said _____.
(name of firm)

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

Name and address of Bidder: LSPT General Operations
PO Box 1872, Decatur TX 76234

Fax: _____ Telephone# 940-257-8523

by: Tamela Hanes Title: Owner
(print name)

Signature: Tamela Hanes

SUBSCRIBED AND SWORN to before me by the above-named
Tamela Hanes, Owner on

this the 12th day of January, 2026.

Tadem Brown
Notary Public in and for
the State of Texas

TADEM BROWN
Notary Public, State of Texas
Comm. Expires 08-19-2026
Notary ID 133917573

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

JEFFERSON COUNTY PURCHASING DEPARTMENT
Deborah L. Clark, Purchasing Agent

1149 Pearl Street
1st Floor, Beaumont, TX 77701

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

Addendum to IFB

IFB NUMBER:	**IFB 25-073/CG**
IFB TITLE:	**Re-Bid Term Contract for Prisoner Transportation Services for Jefferson County**
IFB DUE BY:	**11:00 am, CST, Wednesday, January 14, 2026**
ADDENDUM NO.:	**2**
ISSUED (DATE):	**January 9, 2026**

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: Bid Opening Location change.
Bids will be publicly opened and read aloud in the Jefferson County Purchasing Department (1st Floor, Historic Courthouse) located at 1149 Pearl Street, Beaumont, Texas 77701 at the bid due by date and time specified above.

The information included herein is hereby incorporated into the documents of this present bid matter and supersedes any conflicting documents or portion thereof previously issued.

Receipt of this Addendum is hereby acknowledged by the undersigned Respondent:

ATTEST:

Witness

Witness

Approved by ____ Date: _____

Authorized Signature (Respondent)

Samson Fahm
Title of Person Signing Above

Tripod Concepts LLC
Typed Name of Business or Individual

10101 Harwin drive Suite 273
Address

77036

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 14, 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, **Monday, December 29, 2025.**

4. VENDOR REGISTRATION (System for Award Management).

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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:
2025-1401645

Date Filed:
12/17/2025

Date Acknowledged:

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

Tripod Concepts LLC
Houston, TX United States

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

Jefferson County

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

IFB 25-073/CG
Re-Bid Term Contract for Prisoner Transportation Services for Jefferson County

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party. [X]

6 UNSWORN DECLARATION

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

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

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

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

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

SAMPLE COMPLETED FORM 1295

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

CERTIFICATE OF INTERESTED PARTIES — FORM 1295

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

OFFICE USE ONLY

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

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

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

JEFFERSON COUNTY, TEXAS

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

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

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

5 Check only if there is NO Interested Party. **CHECK BELOW IF APPLICABLE** ☐

6 UNSWORN DECLARATION **VENDOR: COMPLETE, DATE, AND SIGN THIS DECLARATION SECTION.**

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

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

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

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

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

ADD ADDITIONAL PAGES AS NECESSARY

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

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

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

BIDDER: INSERT COMPLETED FORM 1295 BEHIND THIS PAGE.

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

6. MULTIPLE VENDOR AWARD.

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

7. DELIVERY.

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

8. PAYMENT.

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

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

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

9. USAGE REPORTS.

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

10. INSURANCE.

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

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

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

All insurance must be written by an insurer licensed to conduct business in the State of Texas with Documentation that the Insurance Carrier is aware that Contractor is in the business of transporting inmates.

Minimum Insurance Requirements:

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

Minimum Insurance Requirements: (If operating a CMV under FCMSA Operating Authority)

Public Liability, including Products & Completed Operations:	$1,500,000 (15 passengers or less) $5,000,000 (16 passengers of more)
Excess Liability	$1,000,000

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

Commercial General Liability Policy:	$3,000,000
Professional Liability:	$1,000,000

Workers' Compensation Statutory Coverage (See Section 9 Below)

11. WORKERS' COMPENSATION INSURANCE

11.1 Definitions:

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

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

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

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

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

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

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

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

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

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

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/17/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
AEA Insurance Agency, Inc.
4646 WILD INDIGO ST., HOUSTON, TX 77027

CONTACT NAME: Progressive Commercial Lines Customer and Agent Servicing
PHONE (A/C, No, Ext): 1-800-444-4487 **FAX (A/C, No):**
E-MAIL ADDRESS: progressivecommercial@email.progressive.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Progressive County Mutual Insurance Company	29203
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
TRIPOD CONCEPTS, LLC.
5007 SHALE GROVE CT
RICHMOND, TX 77407

COVERAGES **CERTIFICATE NUMBER:** 176970123021316484D101725T113517 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	☐ OTHER:							$
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☒ SCHEDULED AUTOS	Y	N	995537495	04/03/2025	04/03/2026	BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ☐	N / A					☐ PER STATUTE ☐ OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBEREXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	See ACORD 101 for additional coverage details.	Y	N	995537495	04/03/2025	04/03/2026		$

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

CERTIFICATE HOLDER

Harris County
1001 Preston St
Houston, TX 77002

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Mark Pruett

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

BIDDER INFORMATION FORM

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

Bid Number & Name: (IFB 25-073/CG) Re-Bid Term Contract for Prisoner Transportation Services for Jefferson County

Bidder's Company/Business Name: Tripod Concepts LLC

Bidder's TAX ID Number: 863720008

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

Contact Person: Samson Fahm **Title:** owner

Phone Number (with area code): 832-707-7390

Alternate Phone Number if available (with area code): 281-687-6377

Fax Number (with area code): _____

Email Address: Sfahm@tripodconcepts.org

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

10101 Harwin drive Suite 275

Address

Houston Tx 77036

City, State, Zip Code

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

SECTION 4: MINIMUM SPECIFICATIONS

The following requirements and specifications supersede General Bid Requirements where applicable. Any questions relating to bid submission or bid item specifications requirements should be directed to Cindy Greene, Contract Specialist at 409-835-8593 or via email at: Cynthia.greene@jeffersoncountytx.gov. If no response in 72 hours, contact Deborah Clark, Purchasing Agent at 409-835-8593 or by email at deb.clark@jeffersoncountytx.gov. Please reference Bid Number: IFB 25-073/CG.

4.0 SCOPE OF PROJECT:

Jefferson County is soliciting bids for Interstate and Intrastate Prisoner Transportation Services by land and air between Jefferson County To/From anywhere in the Continental United States, Alaska and Hawaii. The County aims to establish such services which adhere to all applicable state, federal and local laws and standards related to prisoner transport and provides for the welfare and security of prisoners from the moment custody is taken until they reach the designated destination.

Contractor must utilize trained and certified personnel and provide transport in secure, properly equipped vehicles which meet all applicable regulations. Contractor must comply with all pertinent provisions of the United States Department of Transportation (USDOT), Federal Motor Carrier Safety Administration (FMSCA) 49 C.F.R., Parts 385, 390-396, U.S. Department of Justice regulations 28 C.F.R., Part 97 created pursuant to passage of the "Interstate Transportation of Dangerous Criminals Act of 2000", known as "Jeanna's Act", and all other applicable federal regulations.

Contractor is responsible for all costs associated with the Prisoner Transportation Services, other than necessary prisoner medical costs, needed to perform the contracted services. This includes but is not limited to insurance, permits, licenses, vehicles and their maintenance and fuel, meals, trained personnel and all necessary tools, weapons, equipment, supervision and expertise.

Term: The initial contract is for a term of one (1) year with the option to renew for up to four (4) additional one-year terms.

4.1 SPECIFICATIONS:

4.1.1 Contractor shall have, in place and in operation, a ground transportation system which operates seven (7) days a week, 365 days per year and available twenty-four (24) hours per day. Jefferson County Sheriff's Department shall have communication system access with the Contractor at all times.

4.1.2 Contractor shall have the ability to provide prisoner transportation and extradition services when called upon, anywhere in the United States by vehicle, or by air, when appropriate under the circumstances and distance of travel required. These services shall be conducted under the established law and policy.

4.1.3 All prisoners shall be transported by ground unless special circumstances dictate otherwise, and those prisoners will be handled on a case-by-case basis. In the event air services are required to transport prisoners, prior written approval by the Jefferson County Sheriff's Department is required.

4.1.4 Contractor shall have vehicles that are properly equipped to transport prisoners. The vehicles shall be in good operating condition and shall meet all state and/or federal requirements for motor vehicles. All necessary maintenance and repairs shall be the Contractor's responsibility. Contractor shall provide vehicle registration as proof of ownership upon request by the Jefferson County Sheriff's Department.

4.1.5 Vehicles being used by Contractor shall be designed/modified to include the following: Separate and secure area for the driving team. Doors and windows unable to be opened from the inside of the prisoner compartment. Welded steel screens covering windows. Equipped with a reliable form of mobile communications. Operational heat/AC for the entire vehicle.

4.1.6 Contractor shall provide at least two (2) officers to each vehicle transporting a prisoner. Contractor will furnish qualified female personnel when possible when transporting female prisoners. All drivers and transport officers shall be trained and licensed to carry firearms in accordance with all State and Federal requirements.

4.1.7 Contractor shall separate male and female prisoners during transport.

4.1.8 Contractor shall secure all prisoners in their custody with restraining devices that secure their hands in front to a waist chain or similar device. Legs will be secured with leg irons or similar. These restraints will be utilized for the duration of the time the Contractor has custody of the prisoner.

4.1.9 Prior to accepting custody of any prisoner, Contractor will be required to photograph the prisoner for identification purposes. This photograph is to be attached to the prisoner transport order which contains a complete physical description. This action is to minimize the possibility of a prisoner mix-up at the holding facility and also will provide a complete physical detail in the event of a major incident. All prisoner property is to be searched by the Contractor at the holding facility to preclude the concealment of contraband items.

4.1.10 During transport, Contractors shall provide prisoners a minimum of three (3) meals per twenty-four (24) hour period.

a. Within a twenty-four (24) period, Contractor shall provide two (2) hot meals. The third meal per twenty-four (24) hour period may be a cold meal.
b. Meals from fast-food type restaurants or delicatessens shall be acceptable.
c. Mealtimes shall closely correspond to typical breakfast, lunch, and dinner times as a practical and possible during transport.
d. All meals shall be included in the bid cost of the transportation.

4.1.11 Contractor shall be authorized to obtain emergency medical treatment for prisoners whenever deemed necessary. Contractor shall immediately notify the Jefferson County Sheriff's Department of any emergency medical treatment that requires immediate attention.

4.1.12 Contractor shall be responsible for all costs that may occur during transport for its employees and prisoners; excluding medical costs for the prisoner, during the term of the contract.

4.1.13 Any delay during transport that results in lodging requirements for the prisoner(s) shall be arranged by the Contractor with the appropriate local detention facility. This includes but is not limited to inclement weather and mechanical malfunctions.

4.1.14 In the event of any unusual incident, situation or emergency which arises in the performance of this contract, Contractor shall immediately notify Jefferson County Sheriff's Department. For purpose of this subparagraph, "unusual incident, emergency or situation" includes but is not limited to, any act of violence or attempted act of violence by a prisoner or any other breach of security, an unusual delay in the transportation of a prisoner, any medical treatment, and any refusal of law enforcement agencies to release a prisoner to the Contractor as authorized agencies and directed by Jefferson County Sheriff's Department.

4.1.15 Contractor shall maintain complete documentation for all prisoners transported, including but not limited to: Prisoner receipt forms, Personal property control forms and Medical information forms.

4.2 INTERNAL AND EXTERNAL STANDARDS AND GUIDELINES

4.2.1 Contractor shall possess and maintain valid licenses, permits, and adhere to all federal, state, and local regulations that apply to each prisoner transport and vehicle being used for said transport.

4.2.2 Policies, practices, and procedures must be in effect to prohibit the mistreatment of prisoners, including prohibitions against the use of excessive force, and sexual misconduct.

4.2.3 Contractor must employ pre-employment screening measures for all potential employees, including but not limited to a fingerprint-based background check and a test for the use of controlled substances.

4.2.4 Employee uniforms must be worn at all times while the employee is engaged in transportation or guarding of all prisoners. The employee must display proper identification credentials, including a photograph, employee's name, and date of issuance.

4.2.5 Employees must be a United States Citizen or possess the necessary authority from the U.S. Citizenship and Immigration Services to be employed in the United States.

4.2.6 Employees must possess a valid state-issued driver's license.

4.2.7 Contractor must adhere to the maximum driving time provisions applicable to commercial motor vehicle operators, as set forth in Department of Transportation regulations at 49 CFR 395.5 which will apply regardless of whether the Contractor is covered by Department of Transportation regulations.

4.2.8 Contractor must adhere to certain minimum standards with respect to the number of employees required to monitor violent prisoners during transportation. The Contractor must ensure that at least one guard is on duty for every two prisoners transported.

OFFER AND ACCEPTANCE FORM
OFFER TO CONTRACT

To Jefferson County:

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

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

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

We acknowledge receipt of the following amendment(s): 1, _____, _____, _____.

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

Tripod concepts LLC
Company Name

Address

Houston TX 77036
City State Zip

Signature of Person Authorized to Sign

Samson Fahm
Printed Name

Owner
Title

For clarification of this offer, contact:

Samson Fahm (owner)
Name & Title

832-707-7390
Phone Fax

Sfahm@tripodconcepts.org
E-mail

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

ACCEPTANCE OF OFFER

The Offer is hereby accepted for the following items: Re-Bid Term Contract for Prisoner Transportation Services for Jefferson County. Contract Term: One (1) year from date of award with an option to renew for four (4) additional years.

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

This contract shall henceforth be referred to as Contract No. (IFB 25-073/CG), Re-Bid Term Contract for Prisoner Transportation Services for Jefferson County. The Contractor has not been authorized to commence any billable work or to provide any material or service under this contract until Contractor receives a purchase order and/or a notice to proceed from the Jefferson County Purchasing Agent.

COUNTERSIGNED:

Jeff R. Branick, County Judge
JEFFERSON COUNTY, TEXAS

Date

ATTEST:

Roxanne Acosta Hellberg, County Clerk
JEFFERSON COUNTY, TEXAS

Date

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

BID FORM

The Bid Form must be completed in its entirety. All prices, rates and charges must be included on the Bid Form.

Section A: Pricing

Item	Ground Transport: Adult (from pick-up location to drop off location)		
1	Adult Prisoner Transport	Price per mile	$ 120
		Is there a minimum charge per transport?	Yes ✓ No ___
		If Yes, state min charge:	$ 120
	Cost for additional adult prisoner	Price per mile	$ 100
		Is there a minimum charge per transport?	Yes ✓ No ___
		If Yes, State min charge:	$ 180

Item	Ground Transport: Juvenile (from pick-up location to drop off location)		
2	Juvenile Prisoner Transport	Price per mile	$ 100
		Is there a minimum charge per transport?	Yes ✓ No ___
		If Yes, state min charge:	$ 120
	Cost for additional Juvenile prisoner	Price per mile	$ 100
		Is there a minimum charge per transport?	Yes ✓ No ___
		If Yes, State min charge:	$ 180

Item	Air Transport: Adult		
3	Adult Prisoner Transport by Air: Price all-inclusive other than airfare Airfare to be itemized on invoice	Hourly rate per officer:	$ 50
		Is there a minimum charge per transport?	Yes ✓ No ___
		If Yes, state min charge:	$ 150
		Is there a markup on airfare?	Yes ___ No ___
		If Yes, state the Markup:	$

Bid Form (continued)

Item	Air Transport: Juvenile		
4	Juvenile Prisoner Transport by Air: Price all-inclusive other than airfare Airfare to be itemized on invoice	Hourly rate per officer:	$ 50
		Is there a minimum charge per transport?	Yes ✓ No ___
		If Yes, state min charge:	$ 100
		Is there a markup on airfare?	Yes ___ No ___
		If Yes, state the Markup:	$ 150

Item	Miscellaneous	
5	Additional Fee for rush/Expedited pick up:	Yes ___ No ___
	If yes, state the fee:	$ 300
6	Additional Fee for medical ground transport:	Yes ___ No ___
	If yes, state the fee:	$

Section B: Additional Requirements

1. **Do you currently possess a Satisfactory Audit Rating from FMCSA?** ___Yes ✓No

(If Yes, please attach FMCSA Company Snapshot)

(If No, please list the vehicles below, including year, make and model to be used in the fulfillment of the contract) Attach additional sheets if needed:

2016 Ford E350 _____
2013 Ford E350 _____
2017 Dodge grand Caravan _____
2016 Dodge grand Caravan _____

*Please note that FMCSA Operating Authority is required for all passenger carriers, both for hire and private if their vehicles are operating in interstate commerce and meet the definition of a Commercial Motor Vehicle (CMV). Vehicles meeting one or more of the criteria below are considered CMV:

-Has a gross vehicle weight (GVW) or gross vehicle weight rating (GVWR) of 10,001 pounds or more; or
-Is *designed* or used to transport 9 or more passengers (including the driver) for compensation; or
-Is *designed* or used to transport 16 or more passengers, including the driver, regardless of whether it is used to transport passengers for compensation.

Designed means how it was originally sold, not how it may have been altered for transporting prisoners. Ex: a 15 passenger van which has been altered to hold 8 passengers, is still considered a 15 passenger van and considered a CMV.

Bid Form (continued)

2. **Do you have a valid D.O.T. number?** _____Yes List D.O.T. number: _____
can be provided if awarded ✓ No

BIDDER ACKNOWLEDGEMENT OF BID ADDENDA (IF APPLICABLE):

Addendum 1 ✓ Date Received_____

Addendum 2 _____ Date Received_____

Addendum 3 _____ Date Received_____

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

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

VENDOR REFERENCES FORM

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

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

REFERENCE ONE

Government/Company Name: Harris County

Address: 1001 preston st Houston TX 77002

Contact Person and Title: Luke Hedrick

Phone: _____ Fax: _____

Email Address: Luke.Hedrick@pur.hctx.net Contract Period: 4 years

Scope of Work: transportation

REFERENCE TWO

Government/Company Name: Medical transportation Inc

Address: 16 Hawk Ridge circle Lake st, louis. MO 63367

Contact Person and Title: Daniel canty

Phone: 832-754-0498 Fax: _____

Email Address: dacanty@mtm-inc.net Contract Period: yearly

Scope of Work: transportation

REFERENCE THREE

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ Fax: _____

Email Address: _____ Contract Period: _____

Scope of Work: _____

SIGNATURE PAGE

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

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

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

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

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

Tripod concepts LLC	[signature]
Bidder (Entity Name)	Signature
10101 Harwin drive Suite 223	Samson Fahm
Street & Mailing Address	Print Name
Houston Tx 77036	12/17/25
City, State & Zip	Date Signed
832-707-7390	
Telephone Number	Fax Number
SFahm@tripodconcepts.org	
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

Samson Falim (owner)

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

12/17/25

Date

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

CONFLICT OF INTEREST QUESTIONNAIRE

CONFLICT OF INTEREST QUESTIONNAIRE **FORM CIQ**
For vendor doing business with local governmental entity

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

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

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

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

OFFICE USE ONLY
Date Received

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

N/A

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

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

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

N/A
Name of Officer

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

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

☐ Yes ☑ No

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

☐ Yes ☑ No

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

☐ Yes ☑ No

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

4

Signature of vendor doing business with the governmental entity

12/17/25
Date

Adopted 8/7/2015

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

LOCAL GOVERNMENT OFFICER
CONFLICTS DISCLOSURE STATEMENT – OFFICE USE ONLY

LOCAL GOVERNMENT OFFICER
CONFLICTS DISCLOSURE STATEMENT

FORM CIS

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

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

OFFICE USE ONLY

Date Received

1 **Name of Local Government Officer**

MC

2 **Office Held**

MC

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

MC

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

MC

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.

MC

_____
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.

Samson Felix
Printed Name of Authorized Representative

Signature

Owner
Title

12/17/25
Date

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

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

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

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

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

Contractor Name: Tripod concepts LLC HUB: ☐ Yes ☐ No

Address: 10101 Harwin drive Suite 273 Houston TX 77036
Street City State Zip

Phone (with area code): 832-707-7320 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: _____

Samson Fehm		12/17/25
Printed Name of Contractor Representative	Signature of Representative	Date
Printed Name of HUB	Signature of Representative	Date

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

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

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

HISTORICALLY UNDERUTILIZED BUSINESS (HUB)
SUCONTRACTING PARTICIPATION DECLARATION FORM

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

Prime Contractor: _____ HUB: ☐ Yes ☐ No

HUB Status (Gender & Ethnicity): _____

Address: _____
Street City State Zip

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

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

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

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

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

FOR HUB OFFICE USE ONLY:

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

PART I. HUB SUBCONTRACTOR DISCLOSURE

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

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

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

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

HISTORICALLY UNDERUTILIZED BUSINESS (HUB)
SUBCONTRACTING PARTICIPATION DECLARATION FORM

HUB Subcontractor Disclosure

PART I: Continuation Sheet (Duplicate as Needed)

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

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

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

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

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

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

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

HISTORICALLY UNDERUTILIZED BUSINESS (HUB)
SUCONTRACTING PARTICIPATION DECLARATION FORM

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

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

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

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

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

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

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

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

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

HISTORICALLY UNDERUTILIZED BUSINESS (HUB)
SUBCONTRACTING PARTICIPATION DECLARATION FORM

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

_____

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

_____

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

Name (print or type): _____

Title: _____

Signature: _____

Date: _____

E-mail address: _____

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

Name (print or type): _____

Title: _____

Date: _____

E-mail address: _____

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

RESIDENCE CERTIFICATION/TAX FORM

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

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

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

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

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

Taxpayer Identification Number (T.I.N.):	86372008
Company Name submitting bid/proposal:	Tripod concepts LLC
Mailing address:	1001 Havilon drive Suite 273 Houston TX 77036
If you are an individual, list the names and addresses of any partnership of which you are a general partner:	

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

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

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

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

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

HOUSE BILL 89 VERIFICATION

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

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

Pursuant to Section 2270.002, Texas Government Code:

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

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

Signature of Company Representative

12/17/25
Date

On this 17TH day of DECEMBER, 2025, personally appeared SAMSON O. FATM, 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

12/17/2025
Date

ELOY JOSE SAPIS
Notary Public, State of Texas
Commission Expires 11-17-2029
Notary ID 126224986

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 TX COUNTY OF Harris

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

on this day personally appeared SAMSON O. FAHM (name), who

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

"I, Samson Fahm (name) am a duly authorized officer of/agent

for Tripod concepts LLC (name of firm) and have been duly authorized to execute the

foregoing on behalf of the said Tripod concepts LLC (name of firm).

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

Name and address of Bidder: Samson Fahm
5007 Shale grove ct Richmond TX 77407

Fax: _____ Telephone# 832-707-7390

by: Samson Fahm (print name) Title: Owner

Signature: S-F

SUBSCRIBED AND SWORN to before me by the above-named

SAMSON O. FAHM on

this the 17TH day of DECEMBER, 2025.

Eloy Sapis

Notary Public in and for
the State of TEXAS

ELOY JOSE SAPIS
Notary Public, State of Texas
Commission Expires 11-17-2029
Notary ID 126224986

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

JEFFERSON COUNTY PURCHASING DEPARTMENT
Deborah L. Clark, Purchasing Agent

1149 Pearl Street
1st Floor, Beaumont, TX 77701

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

Addendum to IFB

IFB NUMBER: IFB 25-073/CG

IFB TITLE: Re-Bid Term Contract for Prisoner Transportation Services for Jefferson County

IFB DUE BY: 11:00am, CST, Wednesday, January 14, 2026

ADDENDUM NO.: 1

ISSUED (DATE): December 30, 2025

To Bidder: This Addendum is an integral part of the IFB package under consideration by you as a Bidder in connection with the subject matter herein identified. Jefferson County deems all sealed bids to have been proffered in recognition and consideration of the entire IFB Specifications Package – *including all addenda*. For purposes of clarification, **receipt of this present Addendum by a Bidder should be evidenced by returning it (signed) as part of the Bidder's sealed bid submission.** If the bid submission has already been received by the Jefferson County Purchasing Department, Bidder should return this addendum in a separate sealed envelope, clearly marked with the IFB Title, IFB Number, and IFB Opening Date and Time, as stated above.

Reason for Issuance of this Addendum: Vendor Questions

The information included herein is hereby incorporated into the documents of this present bid matter and supersedes any conflicting documents or portion thereof previously issued.

Receipt of this Addendum is hereby acknowledged by the undersigned Respondent:

ATTEST:

Veronica Falcon
Witness

Witness

Approved by ____ Date: _____

Authorized Signature (Respondent)

Owner
Title of Person Signing Above

Tripod Concepts LLC
Typed Name of Business or Individual

10101 Harwin drive Suite 273
Address

JEFFERSON COUNTY PURCHASING DEPARTMENT
Deborah L. Clark, Purchasing Agent
1149 Pearl Street
1st Floor, Beaumont, TX 77701
OFFICE MAIN: (409) 835-8593
FAX: (409) 835-8456

1. **Question:** The governing bodies for prisoner transportation and extradition companies are the US Department of Transportation (USDOT), Federal Motor Carrier Safety Administration (FMCSA), and the US Department of Justice (USDOJ)? Will **Jefferson County** acknowledge the guidelines and laws set forth by these departments?

   Answer: See Scope of project on page 43 Section 4.0

2. **Question:** Will **Jefferson County** require that vendors meet all requirements for limits on continuous travel hours and miles as governed by the FMCSA (Section 395.5 (a)? If so, will vendors be required to submit drivers logs to verify that they conform to those requirements?

   Answer: See section 4.2.7 on page 45. Logs will be required to submit upon request.

3. **Question:** Will **Jefferson County** require vendors to have a Satisfactory Audit Rating from the FMCSA, which measures the vendor's compliance with the Federal Motor Carrier Safety Regulations?

   Answer: See *Notation on Section B: Additional Requirements on page 50.

4. **Question:** Proof of Authority to Operate is provided by a transport company being issued a Motor Carrier Number (MC #) by the FMCSA. This allows transport vendors to cross state lines with inmates in their custody. Will **Jefferson County** acknowledge and require an active Motor Carrier Number?

   Answer: Contractor must comply with all applicable Federal Regulations. See Question and answer #1 and #3.

5. **Question:** Does **Jefferson County** realize that to be in compliance with the FMCSA, vendors are required to carry Automobile Liability: If transporting in a vehicle rated for 15 passengers or less, minimum coverage of one million five hundred thousand dollars ($1,500,000) per occurrence combined single limit for automobile liability and property damage; and/or: If transporting in a vehicle rated for 16 passengers or more, minimum coverage shall be five million dollars ($5,000,000) per occurrence combined single limit for automobile liability and property damage?

   Answer: See Section 3, #10 on pages 38-39

6. **Question:** If a vendor states they transport 8 passengers or less in a vehicle that was designed to carry more passengers, will **Jefferson County** uphold the FMCSA Regulation 383.5 which states, "designed to carry" vehicles refer to the number of designated seats as originally designed? Meaning if a vendor states they only carry 8 passengers on a vehicle, but that vehicle was originally designed to carry 9-15

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 16, 2025

Notice is hereby given that sealed bids will be accepted by the Jefferson County Purchasing Department for Invitation for Bid **(IFB 25-073/CG), Re-Bid Term Contract for Prisoner Transportation Services for Jefferson County.** Specifications for this project may be obtained from the Jefferson County website, https://jeffersoncountytx.gov/Purchasing/ or by calling 409-835-8593.

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

BID NAME:	**Re-Bid Term Contract for Prisoner Transportation Services for Jefferson County**
BID NUMBER:	**IFB 25-073/CG**
DUE BY TIME/DATE:	**11:00 AM CST, Wednesday, January 14, 2026**
MAIL OR DELIVER TO:	**Jefferson County Purchasing Department** **1149 Pearl Street, 1st Floor** **Beaumont, Texas 77701**

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

Signature of Contractor's Authorized Official

Samson Fahm (owner)

Name and Title of Contractor's Authorized Official

12/17/25

Date

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

DEBARMENT/SUSPENSION CERTIFICATION

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

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

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

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

Signature of Contractor's Authorized Official

Samson Fahm (owner)

Name and Title of Contractor's Authorized Official

12/17/25

Date

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

CIVIL RIGHTS COMPLIANCE PROVISIONS

1. EQUAL EMPLOYMENT OPPORTUNITY (Equal Opportunity Clause)

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

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

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

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

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

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

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

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

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

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

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

CIVIL RIGHTS COMPLIANCE PROVISIONS (CONTINUED)

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

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

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

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

Signature of Contractor's Authorized Official

Scenson Fulum

Name and Title of Contractor's Authorized Official

12/17/25

Date

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

JEFFERSON COUNTY PURCHASING DEPARTMENT
Deborah L. Clark, Purchasing Agent
1149 Pearl Street
1st Floor, Beaumont, TX 77701
OFFICE MAIN: (409) 835-8593
FAX: (409) 835-8456

passengers, will **Jefferson County** follow federal guidelines and require that vendor to have a Motor Carrier number?

Answer: See Question and Answer #1 and #3.

7. **Question:** Will **Jefferson County** check the VIN numbers of vendors vehicles to confirm their vehicles are compliant with FMCSA Regulation 383.5?

   Answer: See Section 4.1.4

8. **Question:** Does **Jefferson County** require vendors to have been in business for a specific number of years to ensure company stability?

   Answer: No

9. **Question:** I have a question about the DOT and FMCSA requirement because my company is just transporting patients, and the vehicle we have does t not require us to have a DOT number, so my questions is it possible that we rebid on this contract, and if awarded, then we can get all the necessary DOT requirement provide it before we start transporting prisoners

   Answer: The successful vendor will be expected to commence with Prisoner Transport as needed following contract execution in accordance with Section 4: Minimum Specifications starting on page 43.

NATIONWIDE PROVIDER OF PRISONER TRANSPORTATION AND EXTRADITION SERVICES

Jefferson County Purchasing Department

IFB 25-073/CG
Term Contract for Prisoner Transportation Services for Jefferson County

Due: January 14th, 2026, at 11:00am CST

Original

POC: Tanisha Cheek
Director of Sales & Contracts
615-352-9798 ext. 114
tcheek@prisonertransport.net

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Attached:	**W-9**
Attached:	**E-Verify MOU**
Attached:	**D-U-N-S Number**
Attached:	**BEAT- Agent Training Transcript**
Attached:	**Complete and Signed IFB- 25-073/CG Documents**
Attached:	**Exceptions, Terms and Conditions**

PO BOX 171078
Nashville, TN 37217
PH: 615.352.9798
FAX: 615.352.9737
info@prisonertransport.net

U.S. CORRECTIONS

Prisoner Transportation Services, Inc.
100% Employee-Owned Company

Division of Warrants and Extraditions

January 5th, 2026

Re: Transmittal Letter

U.S. Corrections is part of the Nation's Largest Prisoner Transportation network and transports roughly 30,000 Offenders for over 1,200 federal, state, and local Government Agencies per year. We have thorough coverage Nationwide, and as a company with our corporate offices and business in Tennessee, we have the ability to perform all prisoner transportation and extradition services. We are confident that we are a great fit for the **Department's** needs, and we will strive to demonstrate that confidence throughout this proposal.

Since our establishment in January of 2014, we have continued to exceed the expectations of our customers on all levels and have set the standard for the level of service in this industry. We recognize that you need a partner you can trust and a partner who understands the importance of secure and timely services, delivered at a fair price. We make every effort to meet these expectations, and we look forward to the opportunity of offering these services to **Jefferson County**.

Please contact me at 615-352-9798 ext. 114 with any questions regarding our proposal. Thank you again for your consideration.

Tanisha Cheek
Director of Sales & Contracts
U.S. Corrections, LLC
Phone: 615-352-9798 Ext:114
Fax: 615-352-9737

COMPANY OVERVIEW

U.S. Corrections, LLC, a Prisoner Transportation Services, Inc. owned company is part of the Nation's Largest Network of Prisoner Transportation providers. U.S. Corrections was founded in 2014 and was acquired by Prisoner Transportation Services in 2017 whom has been providing transport services since 2001. Authority to operate jointly was granted by the Federal Surface Transportation Board. U.S. Corrections currently contracts with hundreds of agencies throughout the United States and facilitates over 30,000 offender moves per year by both ground and air transport. U.S. Corrections owns multiple locations throughout the United States and is headquartered in Tennessee. In 2019, PTS become 100% employee owned. As a 100% Employee-owned company, we feel that our employees are motivated to provide these services with pride and passion. To put it plain, your business matters to us more.

U.S. Correction's goal is to provide safe, secure, and reliable prisoner transportation services. From the comprehensive training we provide our agents, to the attention we give to the maintenance of our vehicles, U.S. Corrections goes the extra mile to reach this goal. We continue to refine our operations, vehicle fleet, and training programs to ensure we remain not just the largest prisoner transportation company in the United States, but also the best in quality and reputation.

U.S. Corrections has thorough experience in transporting male and female inmates of all security levels, juveniles, and inmates with medical ailments. We handle all types of extraditions to include short notice, exact date/time pickups, court appearances, Form VI's, and Governor's Warrants. U.S. Corrections operates and is fully staffed 24/7/365.

Our leadership team has decades of combined experience performing private prisoner transports. We pride ourselves on the men and women we employ and the family-like atmosphere we have created with our clients, agents, dispatchers, and office associates. We know that, if given the opportunity, our staff will be trusted representatives of your agency, and we guarantee only to employ the finest and most capable Corrections Professionals.

We are pleased to offer our professional services to assist you in providing cost-effective options to your agency. We provide our own team of experienced agents, equipment, and our own vehicle fleet to provide the best and most cost-efficient services available. The flexibility of U.S. Corrections and our ability to improvise, adapt, and with remarkable proficiency execute any agencies request is unseen in this industry. We take great pride in our abilities and the impeccable relationships we have built with all levels of law-enforcement organizations and correctional institutions thus far.

U.S. Corrections employs more than 100 personnel, including specially trained transport agents, logistics professionals, mechanics, training staff, and trip planners. Operating a fleet of over 20 specially modified and outfitted transport vehicles, U.S. Corrections uses a nationwide ground network to move prisoners from coast to coast.

Our transport vehicles are custom-built and are equipped with state-of-the-art prisoner compartments, prisoner restraints, and Agent Compartments. They are also outfitted with cameras, segregation compartments for 'Keep Separates,' and high flow/capacity Air Conditioning and Heating Units to ensure a proper interior climate.

U.S. Corrections understands the importance of preventing vehicle breakdowns, especially while transporting dangerous criminals. We employ a full-time staff of Fleet Mechanics and Technicians to ensure that all of our vehicles are maintained to the highest standards. Vehicles are kept on strict maintenance schedules which meet or exceed the factory recommended schedule. Transport vehicles are inspected regularly by our mechanics and technicians, and a vehicle is not allowed to depart until it is repaired.

U.S. Correction's agents are also trained to perform basic maintenance and repairs on the vehicles they are licensed to operate. Agents keep daily maintenance and inspection logs which are stored for the life of the vehicle.

U.S. Corrections operates nationwide under the authority of the U.S. Department of Transportation, Federal Motor Carrier Safety Administration (FMCSA) and abides by U.S. Department of Transportation regulations for Maximum Driving Time for Passenger Carrying Vehicles, Section 395.5. We also comply with all Federal regulations governed by the Interstate Transportation of Dangerous Criminals Act of 2000 (Jenna's Act), 18 U.S. Code Sec. 3182, and 18 U.S. Code Sec. 3194.

DOT #: 2515080
MC #: 872586

SCOPE OF SERVICES

Below is a basic overview of our current capabilities and the services we currently provide to hundreds of Private, Local, State, and Federal Correctional, Legal/Prosecuting, and Law Enforcement Agencies.

Interstate/Intrastate Inmate Transportation/Extraditions: U.S. Corrections currently offers Inmate Transportation/Extraditions to all 50-States and all U.S. Territories by both ground and air.

Medical, Disabled, or Wheelchair-Bound Prisoner Transportation: (Interstate and Intrastate) U.S. Corrections currently offers Medical/Disabled Prisoner Transportation in all 50-States and all U.S. Territories. Upon request from the ordering agency, U.S. Correction's Agents are given thorough details of the inmate's condition and the special accommodations they must make to safely transport that individual(s). All U.S. Corrections Agents are trained in medical/disabled inmate transportation and are certified in first aid (Law Enforcement/Corrections Specific), CPR and AED usage. If the inmates medical condition exceeds the extent of our agents training, the requesting agency is notified, and proper joint arrangements are made with medical professionals and U.S.C. extradition agents.

*Note: U.S. Corrections will not transport offenders by ground with certain medical conditions. U.S. Corrections is a firm believer of the safe and humane transport of all offenders and stands firmly not to place already ill offenders in further risk. U.S. Corrections will however make appropriate arrangements, with the requesting agency, to arrange for other means of transport such as commercial air transit, or flexible ground transport. These medical conditions are, but shall not be limited to the following:

1. Communicable diseases such as:
    a. HIV/Aids
    b. Hepatitis
    c. Tuberculosis
2. Insulin Dependent Diabetics
3. Seizure Disorders
4. Mental Disorders/Suicidal Prisoners
5. Heart Conditions
6. Recent Surgery
7. Missing Limbs (Non-Ambulatory such as crutches, cane or wheelchair bound)
8. Pregnant Females
9. Excessive Open Sores, Cuts or Other Wounds
10. Prisoners taking blood thinners
11. 65 years of age or older
12. Inmates weighing more than 280lbs may require an additional charge for transport.

PERSONNEL

Key Personnel: U.S. Correction's Key Personnel are supported by over **100 experienced and dedicated team members** serving as transport agents, dispatchers, vehicle mechanics, and office personnel. Most of our staff and all our extradition agents have backgrounds in either law enforcement, corrections, military service, or security contracting operations bringing great value, professionalism, and a broad range of experience to our organization. Below is a brief background on our key personnel and members.

Joel Brasfield – President, General Counsel

- Provided strategic legal counsel and oversight as President and General Counsel, guiding corporate governance and compliance initiatives.
- Practiced law with Lewis, King, Krieg & Waldrop in Nashville, TN, specializing in corporate and risk management matters.
- Leveraged over 20 years of experience in risk management, regulatory compliance, and corporate operations to drive organizational integrity and growth.
- Earned a B.A. from Emory & Henry College and a J.D. from the University of Memphis – Cecil C. Humphreys School of Law.

Ryan Whitten – Chief Operating Officer

- Directed all operational functions, logistics, and compliance efforts as Chief Operating Officer, ensuring efficiency and adherence to public safety standards.
- Served as President of Texas Prisoner Transportation Services (2016–2019), overseeing multi-state transport operations and regulatory compliance.
- Brings 20+ years of leadership experience in the private prisoner transportation industry, specializing in route optimization, safety, and personnel management.

Dave Warden III – V.P. of Sales & Contracts

- Leads sales strategy and contract negotiations to expand market share and optimize client relationships within the public safety and transportation sectors.
- Served as Director of Business Development for U.S. Corrections (2014–2017), driving revenue growth through strategic partnerships.
- United States Marine Corps veteran with 8 years of service as a Non-Commissioned Officer; Afghanistan combat-wounded veteran.
- Holds a Master's Degree in Economics from the University of South Florida.

Tanisha Cheek – Director of Contracts & Accounts

- Oversees contracts administration, billing, and client account management, ensuring accuracy, compliance, and timely execution of all agreements.
- Former Sales & Marketing Coordinator at TransCor America, supporting strategic growth and client acquisition efforts.
- Brings over 30 years of experience in private prisoner transportation, specializing in contracts, client service, and operational support.
- Holds an A.S. in Marketing & Merchandising from Draughon's Junior College.

Frank Caruso – Director of Operations

- Directs daily operational activities, ensuring safety, efficiency, and compliance across all transportation divisions.
- Former Extradition Agent with PTS of America, LLC, managing secure transport logistics and custody transfers.
- United States Army veteran and Non-Commissioned Officer with 8 years of service; Iraq and Afghanistan combat veteran.
- Holds a Bachelor's Degree in Business Administration from Belmont University.

Lia Monette – Director of Logistics

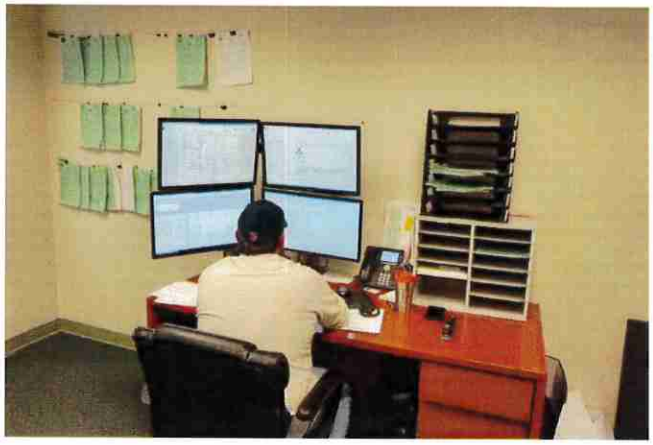
- Manage nationwide logistics operations, coordinating complex transport schedules and personnel across multiple jurisdictions.
- United States Air Force veteran with 8 years of logistics and supply chain experience supporting global operations.
- Brings 16+ years of experience in private prisoner transportation, specializing in logistics planning, route management, and operational coordination.

Shannon Slade, Director of Training and Compliance

- 10+ Years of experience in inmate transportation, trip management, routing, and customer service within U.S. Corrections.
- Extensive background in prisoner supervision with a focus on safety, accountability, and compliance with federal and state regulations.
- Two years as Training Manager, developing and delivering instructional programs for new hires and existing staff. Then, Promoted to Director of Training and Compliance in recognition of strong leadership, operational knowledge, and dedication to maintaining company standards and regulatory adherence.

Administrative & Support Personnel:

U.S. Corrections acknowledges the importance of **constant and reliable communication** with our Clients and Agents throughout the United States. We have invested substantial resources into ensuring that our staff and Transport Agents have the best support we can possibly provide as they are the backbone of our Company.
U.S. Correction's Administrative and Support Personnel work tirelessly to ensure our clients have the best experience possible. We are available **24/7/365** via phone.



Transport Agents:

We realize that our Agents represent not only our company but your agency as well. The image our Agents portray in public, and elsewhere, displays a sense of confidence, and competence of their transportation duties. U.S.C. agents are held to strict grooming, hygiene, and uniform policies. Agent's Uniforms and Equipment are described in detail below.

- Black – Uniform shirts displaying "Extradition Officer"
- Green/Kakhi/Black – Tactical Trousers
- Black – Tactical Style Boots or Shoes
- Black – Web Style Belt with Keepers
- U.S. Corrections Department ID displaying the agents; picture (standard passport size), name, signature, badge number, rank, U.S.C. unit/division assignment, ID expiration date, and date of birth.
- Black –Holster (Level II Retention or higher) for the Florida Agents Side Arm.
- Additional gear U.S.C. Agents carry, if authorized:
    - Communication Device (mandatory)
    - Additional Pistol Magazines (mandatory) if handgun is authorized, FL Agents Required.
    - Chemical Agent with Case (if properly certified/licensed)
    - Taser with Holster (if properly certified/licensed)

Transport Agent Standards:

- USC prioritizes hiring Transportation Officers with prior service in one or more of the following:
  - U.S. Military
  - Local, State, or Federal Law Enforcement
  - Local, State, or Federal Corrections
  - Security Related Contracting Operations

- **FL Agents Are State Licensed Armed and All are Unarmed Security Officer Certified** (40 academic hours unarmed and armed training – normal standards)

- Valid State Driver's License (CDL if required by position).

Agent Drug Testing and Background Check:

- Must pass a **Level II background check** and never have been convicted of a felony or a violent crime, conforming to *Section 921 of Title 18, United States Code, for Eligibility for Employment.*

- Must be and remain drug free, conforming to *FMCSA requirements, Part 382.*

Agent Training Academy:

All U.S.C. Agents are required to attend a two week, 100-hour training course where they learn the skills required to transport dangerous offenders.

During this 100-hour course, agents are trained in all aspects of extradition operations. Several topics covered are source & limits of authority, U.S. Correction's policies and directives, use of force, sexual harassment, PREA, and DOT regulations.

Our agents also receive many hours of **practical application** and certification training on the following subjects: CPR & first aid, chemical agents, electronic control devices, firearms, defensive driving, prisoner searches, use of restraints, and tactical communication.

With the curriculum we have implemented it keeps us in compliance and far exceeds the basic training, by law, required by the *Interstate Transportation of Dangerous Criminals Act of 2000 – Jenna's Act.*

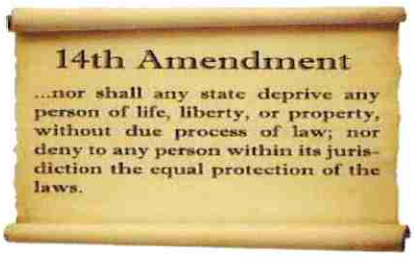
Academy Overview:

- **CPR, First Aid, & AED:** *American Red Cross* – BLS Course with emphasis on administering aid to a detained dangerous criminal in an unsafe/unsecure environment.

- **U.S.C. Force Continuum (Escalation of Force):** Instructors teach the U.S.C. Force Continuum, completing/filing reports when force is used, what is defined as excessive force, and prior events when force has been properly utilized.
- **OC Aerosol Projectors Certification:** OC Aerosol Projectors Course training and certifying the Transport Agents to carry and administer OC Spray. Course includes; exposure to OC, where OC fits into the *'U.S.C. Force Continuum'*, decontamination procedures, and a practical application portion.

- **Firearms Safety:** *NRA* – Pistol Safety/Shooting Course. Course includes; 4-hours of firing range time, safe gun handling, marksmanship skills, shooting positions, proper firearm presentation from a holster, and weapon classifications.

- **Prisoner/Property Searches:** Students are shown proper search techniques for searching inmates and their property. Students are also instructed on U.S.C. company policies on searching female inmates, juveniles, and medically ill inmates.
- **Use of Restraints:** Instruction on the proper application and the proper use of restraints, such as hand cuffs, belly chains, leg shackles, and black box.
- **Vehicle Maintenance:** Students are taught proper vehicle maintenance, fluid checks/replacement, basic mechanical repairs, and how to properly complete U.S.C. vehicle maintenance and service logs.
- **Female, Medical, and Juvenile Transports (Keep Separates):** Attendee's learn U.S.C. policies on the transporting of female, juvenile, and physically/mentally ill inmates.
- **Inmate Rights:** Instructors cover inmate rights under Federal law, cruel and unusual punishment, The Equal Protection Clause (14th Amendment), and the custodial classifications of inmates.



- **Meals, Medications, Housing and Mid-Transport Facility Stops:** U.S.C. policies, along with *ACA Standards* are discussed in detail regarding how often inmates must be granted restroom, meal, and general rest breaks. The process/protocols for these stops are covered, along with the processes of temporary facility holds.
- **Contraband & Weapons:** Students are given a thorough overview of edged weapons, weapons often found in prisons, and common contraband. Inmate property is also covered regarding what the inmate may or may not have in their personal property.
- **Air Extraditions:** Instructors cover how to safely transport inmates via commercial or private airliner. Also covered is airport contraband, airport security, appropriate inmate placement once onboard the aircraft, and professionalism while in public. TSA guidelines as well as FAA rules and regulations per *FARs, Part 108m Section 221- Carriage of prisoners under the control of armed law enforcement officers.*

- **Emergency Situations:** Industry common emergency situations are covered and the U.S.C. policies that coordinate to the most common emergencies are discussed. Several of the emergencies discussed are inmate escapes, vehicle accidents, security risks, injured agents, injured inmates, and vehicle breakdowns.
- **Prison Rape Elimination Act (PREA) & Jenna's Act:** Instruction on the laws and regulations pertaining to the interstate transportation of dangerous criminals and training on the prevention of rape, along with a detailed overview of PREA and Jenna's Act. **All Extradition Agents leave with a PREA certification.**

- **Sexual Harassment:** Students are instructed on company policies regarding sexual harassment appropriate/inappropriate behavior with both their coworkers and the inmates they will encounter.
- **Blood/Airborne Pathogens:** Students are given an *OSHA* approved training course on basic protective measures to avoid contamination and exposure to both blood and airborne pathogens.
- **Advanced Driver Training:** *Smith Systems Advanced Diver Training Course,* this portion of training covers safe vehicle operations, nighttime driving, foul weather driving, road signs, vehicle breakdown procedures, and defensive driving.

SMITH SYSTEM
Drive Different.

- **Communication:** Students learn proper communications for when they are transporting inmates to include U.S.C. dispatch center communication, facility/agency communication.
- **U.S.C. Policies & Procedures:** Internal U.S.C. operating procedures and policies are discussed in detail. Also covered are *OSHA* Standards, continued education, Agent rights and responsibilities, and Agent uniforms.

- **Practical Application (Hands on Training) – minimum 40 Hours:** Students practice the proper administering of restraints, operating a variety of vehicles, hand-to-hand combatants, firearms training, navigation/map reading, and other practical exercises.

PRISONER TRANSPORT FLEET

U.S.C. vehicles are equipped with first aid/trauma kits, an approved/current fire extinguisher, bodily fluids cleanup kit, female hygiene kit, basic hand tools, spare tire(s), and equipment for proper roadside safety in the event of a breakdown. U.S.C. vehicles are also equipped with restraints for all seats in the vehicle. The usage of such restraints is mandatory for all inmates and U.S.C. Extradition Agents while the vehicle is in motion.

Below is an overview of our current vehicle fleet:

Prisoner Transport Vans:

Our transport vans hold 12-prisoners along with two (2) U.S.C. Transport Agents.

All our transport vans are equipped with the following:

- **Federally mandated Electronic Logging Devices (ELD) to ensure DOT Compliance.**
- **GPS Tracking System** and **Safety Monitoring System.**
- **Camera Systems**
- Two-Way Communication Devices.
- Secured Driving Compartment for U.S.C. Agents
- Secured Compartment(s) for inmates, unable to be opened from the inside of the inmate compartment(s).
- Segregation Compartment for 'Keep Separates'
- **High-Flow/Capacity Air Conditioning** and **Heating Units** to ensure proper heating/cooling.

Current Vehicle Fleet:

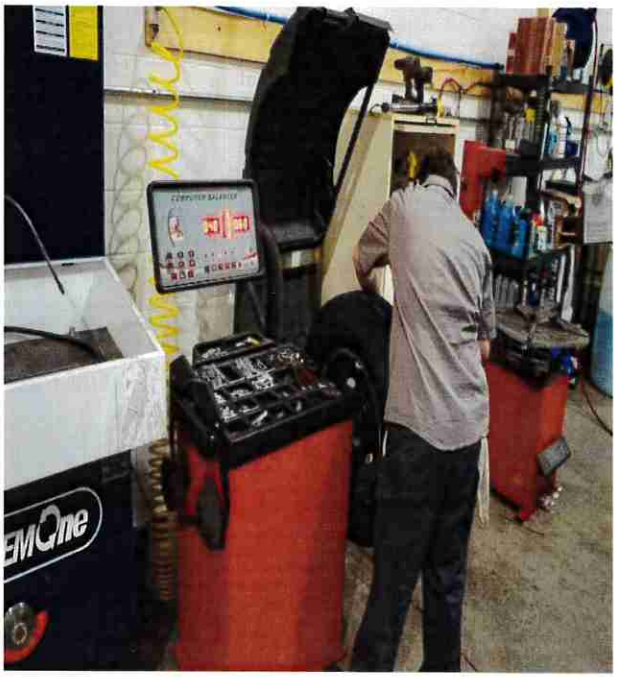
This list below represents our current operational vehicle fleet.

Year	Make	Model	Style	VIN
2018	Dodge	ProMaster	Transport Van	3C6URVJG6JE144846
2018	Dodge	ProMaster	Transport Van	3C6URVJG7JE101388
2019	Dodge	ProMaster	Transport Van	3C6URVJG5KE505243
2019	Dodge	ProMaster	Transport Van	3C6URVJG2KE504194
2019	Dodge	ProMaster	Transport Van	3C6URVJG3KE505242
2019	Dodge	ProMaster	Transport Van	3C6URVJG8KE508685
2019	Dodge	ProMaster	Transport Van	3C6URVJG7KE505244
2019	Dodge	ProMaster	Transport Van	3C6URVJG6KE513643
2019	Dodge	ProMaster	Transport Van	3C6URVJG0KE543110
2019	Dodge	ProMaster	Transport Van	3C6URVJG2KE543111
2019	Dodge	ProMaster	Transport Van	3C6URVJG7KE513649
2019	Dodge	ProMaster	Transport Van	3C6URVJG1KE542886

2019	Dodge	ProMaster	Transport Van	3C6URVJG4KE549198
2019	Dodge	ProMaster	Transport Van	3C6URVJG0KE555693
2019	Dodge	ProMaster	Transport Van	3C6URVJG2KE555694
2019	Dodge	ProMaster	Transport Van	3C6URVJG4KE555695
2020	Dodge	ProMaster	Transport Van	3C6URVJG7LE101023
2025	Dodge	ProMaster	Transport Van	3C6MRVJG6SE530878
2025	Dodge	ProMaster	Transport Van	3C6MRVJG6SE530880

Fleet Maintenance:

We employ a fulltime staff of **Fleet Mechanics and Technicians** to ensure that all our vehicles are maintained to the highest standards. Vehicles are kept on strict maintenance schedule which far exceeds the factory schedule. Before and after every trip, transport vehicles are inspected thoroughly by our mechanics and technicians. If any discrepancies are found on a transport vehicle, that vehicle is not allowed to depart until it is repaired or serviced.



While outside of U.S. Corrections maintenance and storage facilities, agents are trained to perform basic maintenance and repairs on the vehicles they are licensed to operate. Agents keep daily maintenance and inspection logs which are stored for the life of the vehicle.

U.S.C. Agents follow policies and procedures specifically created to ensure that if a vehicle breakdown does occur, inmates are still transported as expediently and securely as possible to their intended locations.

EQUIPMENT

Restraints:

U.S. Corrections utilizes its own restraints while performing inmate transportation and/or other inmate security services. The restraints we choose to utilize are double-locking and fall within the *American Correctional Association Existing Standard: 4-ALDF-4D-21 (MANDATORY).* U.S. Corrections also enforces strict policies and procedures on all our agents regarding the use of restraints. Unless there is a critical emergency, restraints are NEVER to be removed while inmates are in transit and outside of secured facilities.

Specifics:

- Chicago Handcuffs, 1000 Series
- Chicago Leg-Irons, 2000 Series
- Chicago Waist/Belly Chain, L700 Series
- Peerless Handcuffs, 700 Series
- Peerless Leg-Irons, 700 Series
- Peerless Waist/Belly Chain, PSC Series
- Smith & Wesson Handcuffs, 100 Series
- Cuff Lock, Handcuff Key Padlock

Lethal/Less-Lethal Weapons:

Sidearm: (Lethal) Authorized U.S. Corrections Agents are armed with semi-automatic firearms and are always authorized to carry less-lethal weapons. Our armed agents are respectfully, **state licensed and certified** in the weapon(s) they carry. Agent's firearms must be registered/internally documented, in compliance with U.S.C. standards, and be properly secured/holstered while on duty. Firearms must be of law enforcement standard, black in color, holstered in a Level II Retention or Level III Retention holster, and chambered in one of the following calibers: 9mm, .40, or .45. ***Only agents residing and working in Florida are authorized to carry a sidearm, as required by Florida Statute 493 and the Florida Department of Corrections. Agents working ground extradition outside of Florida are armed only with the 12-gauge shot gun as detailed below.***

Shot Guns: (Lethal/Less-Lethal) All U.S.C. transport vehicles are equipped with law enforcement standard, 12-gauge - pump action shotguns that are capable of firing both lethal and less-lethal (beanbag style) rounds. All U.S.C. Agents are certified and licensed to utilize these shotguns within U.S.C. policies and procedures. Shotgun models are either the Remington Model 870, or the Mossberg Model 500.

Less-Lethal: Less-Lethal weapons commonly carried by U.S.C. Agents include Approved electroshock devices (Tasers), OC Aerosols (Chemical Agents). No less-lethal weapon, chemical or otherwise, may be utilized while inside the transport vehicle.

Chemical Agents may be used in the following situations:

- Controlling disruptive offenders
- Protecting staff, other inmates, or bystanders from serious injury
- Preventing the taking of hostages
- Preventing escapes
- Preventing major destruction to U.S.C. transportation vehicles

POLICIES & PROCEDURES

Keep Separates: U.S. Corrections maintains strict policies and procedures for the classification and separation of certain inmates. While in the custody of U.S.C. Agents, female inmates and juveniles will never be transported or held in the same secured area as male inmates. Separate provisions are also followed for circumstances such as known gang affiliation, prior history of inmate-on-inmate violence, prior escape history, known to be unruly, etc.

Meals: Meals are provided by U.S.C. at no additional charge to the ordering agency and follow the ***American Correctional Association Standard 4-4-4328.*** Inmates, while in U.S.C. custody, are furnished with three (3) nutritionally sound meals per day, two (2) of which are guaranteed as 'hot' meals. Mealtimes typically correspond with normal facility mealtimes for breakfast, lunch, and dinner. U.S. Corrections makes best efforts to comply with offender's food allergies, if any, and will find compliant meals for them. Water is also provided with every meal and when possible, during transit.

Medications: Medications, to be provided from the pick-up facility, are authorized for transport by U.S.C. Agents. Inmate medication is kept separate from inmate property and is securely stored in a sealed lockbox, located in the agent's compartment, while in transit. All pharmaceuticals are stored per the directions on the pharmaceutical label. Pharmaceuticals requiring 'cold storage' are not able to be transported by U.S.C. Agents.

Inmate Property: U.S. Corrections will accept and transport most Inmate Property or will make proper arrangements at the facility of pick-up on behalf of the inmate and their possessions. All Inmate Property is thoroughly searched by U.S.C. Agents inside of the pick-up facility and is never made accessible to inmates while in transport. All inmate property is thoroughly inventoried at both pick-up and drop-off and is signed for by U.S.C. Agents, the inmate, and a facility staff member at both locations. U.S.C. Agents have the right to refuse to transport any Inmate Property that violates U.S.C. policies on inmate property or is of excessive size in relativity of the space available in the transport vehicle. Policies on Inmate Property will be made available upon agency request.

Housing/Mid-Trip Breaks: Temporary housing/holds are sometimes needed to safely complete an inmate's transport. These Temporary Holds allow the inmate to shower, hygiene, and properly rest. All holds are properly documented and available to the ordering agency, upon request. The facility conducting the hold will be advised of the inmate's escape potential, security threat - such as gang affiliations, and if the inmate is known to be disruptive or of a 'high-profile.' Prisoners in route are prohibited from using phones and/or 'outside' communication devices at any temporary holding/housing facility.

U.S. Corrections utilizes a network of strategic partnerships we have developed over the years with law enforcement agencies and correctional facilities. These partners, when they can, allow us to utilize their facilities for brief stops. By utilizing these secured facilities, U.S.C. Agents while transporting inmates only stop at secured facilities for any needed restroom breaks, meals, or needed stops. **The inmate compartments during transport are never opened, unguarded, or left unsecured at any time outside of secured facilities or without law enforcement and/or correctional support on scene.**

Medical Emergencies: If a medical emergency arises, U.S.C. Agents are trained to immediately contact their operations team and reroute their trip to the nearest medical facility or secured facility, depending on the severity, as possible. Local law enforcement is also immediately contacted and requested to assist U.S.C. Agents. The agency requesting the inmate transport will be notified immediately of the inmate's medical condition, location and transport status. U.S. Corrections will arrange for security coverage for the inmate (Medical Watch) while they receive treatment, if approved by the contracted agency and costs are properly negotiated/authorized. Once appropriate arrangements are made to ensure the inmate is guarded accordingly, the transport will continue as planned.

Reporting of Incidents: U.S. Corrections Operations support maintains constant contact with U.S.C. Agents throughout the United States and U.S. Territories. When incidents such as vehicle breakdowns, medical emergencies, inmate disturbances, or attempted escapes occur, U.S.C. Agents immediately relay the incident to their support staff and appropriate supervisor. If local authorities are needed, they are contacted immediately. After action reports are always completed and filed by the U.S.C. Agents involved and if the incident warrants an investigation, U.S.C. Internal Affairs officers will investigate, as needed.

Air Transports: U.S. Corrections utilizes commercial air travel on an 'as needed' basis or when it is requested by the ordering agency. While transporting inmates by commercial airliner, U.S. Corrections works closely with the Transportation Security Administration (TSA), Airport Security, Airport Police, and appropriate Air Carrier Staff. U.S. Corrections closely adheres to all Federal Aviation Administration (FAA) regulations for the transportation of prisoners, *FAR – Part 108, Section 221.* We also have thorough experience in providing mass inmate moves via private airliners.

Air Transports are billed on a case-by-case basis and must be preapproved by the ordering agency before executed. The costs associated with air transports shall include current commercial 'coach-class' one-way airfare for the offender(s) in transit and commercial 'coach-class' round trip airfare for U.S.C. agents (typically two). If additional U.S.C. Agents are required, the airfare will increase by the number of personnel required.

Confidentiality: Inmate confidentiality is taken very seriously by U.S. Corrections. All information obtained for the transport of an inmate is held securely and is only accessible to authorized U.S.C. employees who, in order to successfully complete the transport, must view that information. **At no time will inmate information be disclosed to unauthorized parties or outside sources.** It is U.S. Correction's policy to never reveal transport details to outside sources as the inappropriate distribution of such information could heighten escape attempts and increase the probability of harm to U.S.C. Agents and/or inmates in transit.

Inmate Identification: All inmates being transported by U.S. Corrections are partnered with a U.S.C. provided face sheet, which stays in the possession of U.S.C. Agents during all portions of the inmate's transport. U.S.C. Agents follow thorough procedures for identifying inmates prior to, after, and during transport. If a U.S.C. Agent fails to identify an inmate, prior to transport, the inmate will not be accepted into the custody of U.S. Corrections. Our agents utilize this information to confirm an inmate's identity and much of it is included on the inmate's face sheet.

OPERATIONS

Placing a Transport Request: U.S. Corrections prides ourselves on the simplicity of our online transport ordering system. We have successfully revolutionized the inmate transport industry with this system and have eliminated the need for orders to be submitted by facsimile, electronic mail, or by phone, although we do accept these orders 24/7/365, if preferred by the agencies we serve. By utilizing an online 'secured' ordering system, orders are ensured for accuracy and are processed quicker. Everyone from the requesting agency is assigned a unique username and password for a fully secured login.

U.S. Corrections can accept and process transport orders 24/7/365.

Online: www.prisonertransport.net
By Phone: **615-352-9798**
Toll Free: **866-388-8488**
By Fax: **615-352-9737**
By Email: info@prisonertransport.net

The following is our process for an inmate transportation order placed by a client.

Agency Places the Transport Order:

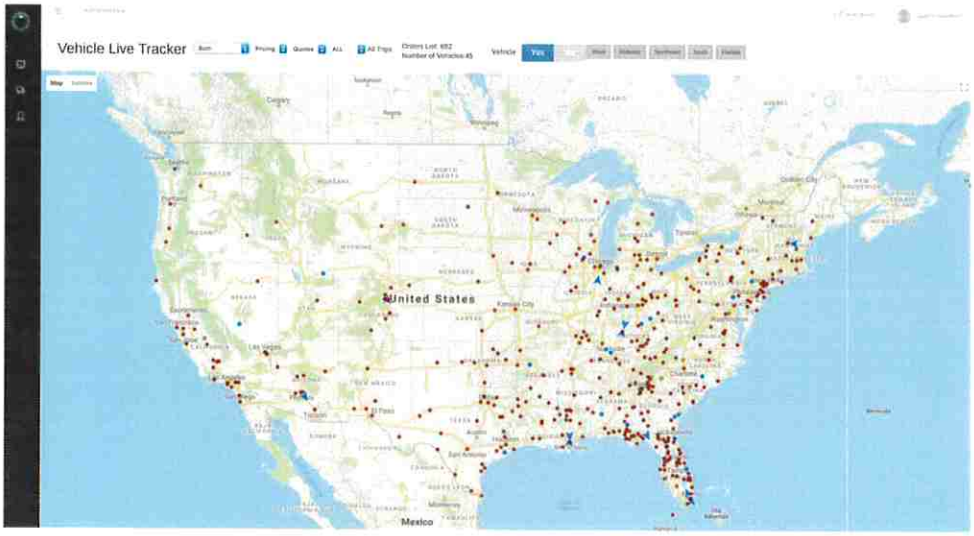
The authorized official from the agency requesting the inmate's transportation will submit a "New Transport Order" electronically through our **online system**. Here, they will fill out the inmate's information, charges, pick-up-dates, deadlines, and other pertinent information. They will also have the opportunity to upload the required, or additional documents needed for seamless transport (Waiver of Extradition, Governor's Warrant, Medical Screening Forms, etc.)

U.S. Correction's Operations Center Confirms the Order and Schedules the Transports:

After the order is placed, U.S. Corrections Customer Service team receives an alert that there is now a transport needed. Once the details have been verified, the inmate is scheduled for pick-up based on pick-up dates/times, deadlines, releases, court dates, etc.

Agents Routed:

Our routers and trip planners will then assign the pick-up/drop-off to our nearest transport team or a team that is soon to be in that area given their existing route. The U.S. Corrections Agents assigned to the transport will receive everything needed for a seamless pick-up and drop-off; required documents, maps, restraints, etc. A U.S.C. Customer Service representative will update the online order and provide the requesting agency our planned pick-up date/time along with an estimated time as to when the inmate will reach their final drop-off point.



Pick-Up Destination:

U.S.C. Representative's will contact the holding location in advance prior to arrival. Upon arrival, they follow a strict protocol to take custody of the inmate. Our agents verify that they have all documents, medications, and permitted personal property for transport. U.S.C. Agents will do a proper search of the inmate and restrain them with leg shackles, a belly-chain, and handcuffs consistent with *ACA* Standards.

Drop-Off Location:

U.S.C. Representative's will contact the receiving location (most often the ordering Agency) in advance prior to arrival. When they arrive, they will provide all necessary documentation to transfer custody to the receiving facility/agency. They will also transfer to the receiving agency all inmate property and medications that were received during pickup.

Billing: All billing is handled by U.S.C. Office Administrators. All invoices, unless the Agency requests otherwise, are billed on a weekly basis and clearly display all pertinent billing and transport information.

AUTHORITY & COMPLIANCE

U.S. Corrections operates nationwide under the authority of the U.S. Department of Justice and the U.S. Department of Transportation, Federal Motor Carrier Safety Administration (FMCSA) and abides by U.S. Department of Transportation regulations for *Maximum Driving Time for Passenger Carrying Vehicles, Section 395.5* and all other applicable DOT regulations. U.S. Corrections also complies with all Federal regulations governed by the *Interstate Transportation of Dangerous Criminals Act of 2000 (Jenna's Act),* and *18 U.S. Code, Chapter 209 [Extradition] Sec. 3182, 3193, & 3194*. While transporting inmates via commercial airliner U.S. Corrections closely adheres to all Federal Aviation Administration (FAA) regulations for the transportation of prisoners, *FAR – Part 108, Section 221.*

Industry Caution: Agencies looking to utilize a private prisoner transport company should use extreme caution and ensure that they are vetting transport companies appropriately. The private Prisoner Transport industry is filled with company's attempting to "fly under the radar" of the law, even when performing services for law enforcement agencies, such as yours. It is extremely difficult and costly to operate legally in, and to be within compliance of all State and Federal laws.

We have provided a brief outline of the Federal regulations below that represent the minimum standards a transport company must meet to operate legally. **Please consider these standards when evaluating the proposals for this bid to ensure that your Agency is contracting and utilizing a legally operating vendor.**

Mandatory Insurance Requirements:

The minimum Federal requirements for auto liability insurance are:
- $1.5MM (15-passenger or less)
- $5.0MM (15-passenger or more) Commercial (CDL drivers required)

The minimum coverage for a General Liability Policy for Prisoner Transportation:
- $3.0MM (including Excess Umbrella Coverage)

The minimum coverage for a Workers Compensation Policy for Prisoner Transportation:
- $1.0MM

The minimum coverage for Professional Liability Policy for Prisoner Transportation:
- $1.0MM

Any company who is properly insured **should provide a Certificate of Insurance** and **letter from their insurance agent stating they are fully aware that the company is in the business of transporting prisoners** on their Auto Liability, General Liability, Workers Compensation, and Professional liability policies. If an insurance company is not aware that a company is in the business of transporting inmates they will not insure against litigation, accident, injury or death should something occur while transporting your inmates and the insured's policy will be cancelled immediately.

- **Electronic Logging Devices:** This federal law went into effect on December 18th, 2017, by the Department of Transportation and the FMSCA. Any motor carrier operating a commercial motor vehicle must install/utilize and require each of its drivers to use an Electronic Logging Device (ELD) to record the driver's duty status.

  This system is used to measure the drivers' duty time to ensure the company is compliant with the laws governing the safety of interstate commerce and the safe transportation of their passengers.

- **FMCSA Operating Authority:** Commonly referred to as an MC#. Every prisoner transportation company must have FMCSA Operating Authority with a valid MC# per Federal Law.

- **USDOT#:** All prisoner transport companies that operate vehicles with a gross weight of over 10,001 pounds or vehicles designed to carry more than 8 passengers for compensation must be registered with the Federal Department of Transportation and have a valid DOT#.

- **DOT Safety Rating:** In addition to having operating authority granted by the DOT and the FMCSA, a company in the business of transporting inmates must abide by the following, per the DOT:
    - All drivers must complete DOT physicals.
    - Company must conduct a MVR check on all drivers
    - Comply with driver duty hours (Electronic Logging Device Monitors this and ensures compliance)
    - All interstate transport vehicles must have sleeper births installed.
    - All vehicles must undergo a DOT inspection annually.
    - Motor Vehicle Records must be kept on file.
    - All motor vehicle crashes must be reported.
    - Abide by all other regulations outlined and enforced by the DOT.

  Because of the significant amount of information to track, the FMSCA has created a **Safety Rating System** that evaluates a company's compliance with their requirements and laws. The DOT must conduct a safety audit at the transport company's physical location to determine said compliance and then a rating is provided to the transport company.

  The minimum standard for a Prisoner Transportation Company should be a SATISFACTORY RATING with the DOT.

  Any company who has been in business for a minimum of 1.5 years should have their initial Safety Inspection completed by the DOT. Therefore, any Prisoner Transport Company should have a Safety Rating if they are operating legally after 2 years unless some extenuating circumstances are present.

  Because of this, most agencies require **a minimum of 3 years in business** to bid on a contract or before they will consider using them as a service provider.

- **Cameras in Transport Vehicles:** While cameras in vehicles are not a Federal or State requirement, we believe it should be a standard for the Prisoner Transportation Industry to have functional and working cameras in all vehicles used to transport inmates. Although it was a costly undertaking we have outfitted all of our current vehicles with multiple cameras.

REFERENCES

Ohio Adult Parole Authority, DRC
POC: Madison Arnold
Parole Program Specialist
937-287-5412
madison.arnold@drc.ohio.gov

4545 Fisher Road
Columbus, OH 43228

U.S. Corrections is under contract and is the sole prisoner transportation provider for the Ohio Adult Parole Authority, Department of Rehabilitation and Correction since 2012.

Fulton County Sheriff's Office

POC: Hattie Richey
404-612-5120
Hattie.Richey@fultoncountyga.gov

901 Rice Street Northwest
Atlanta, GA 30318

U.S. Corrections is under contract and is the sole prisoner transportation provider for the Fulton County Sheriff's Department. Since July 2008 we've Transported over 3,000 offenders for this agency.

State of Wisconsin

POC: Maggie Hutchens
608-240-5669
margaret.hutchens@wisconsin.gov

Wisconsin Division of Community Corrections,
3099 East Washington Ave, Madison, WI 53707

U.S. Corrections is under contract and has proudly performed extraditions and offender transports for the state of Wisconsin, who places over 1,200 out-of-state inmate moves per year, since 2014. Under this contract, U.S. Corrections is the sole prisoner transportation provider for the Wisconsin Department of Corrections, the Wisconsin Division of Community Corrections, the Wisconsin Division of Adult Services, and the Wisconsin Division of Juvenile Justice.

Georgia Department of Corrections

POC:
Jackie Riggins or Hyla Love
770-504-7327
jackie.riggins@gdc.ga.gov
hyla.love@gdc.ga.gov

P.O. Box 1529
Forsyth, GA 31029

U.S. Corrections is under contract and is the sole prisoner transportation provider for the Georgia Department of Corrections. GDOC utilizes U.S. Corrections to facilitate all their out-of-state inmate transports.

Harris County Sheriff's Office

POC: Sergent Von Coleman
713-986-3371
Von.Coleman@Sheriff.hctx.net

Criminal Warrants Division, 810 San Jacinto
Houston, TX. 77002

U.S. Corrections is under contract and is the sole prisoner transportation provider for the Harris County Sheriff's Office Criminal Warrants Division since 2006. Harris County places over 1,400 out-of-state transport orders with our company annually.

PO BOX 171078
NASHVILLE, TN 37217
PH: 615.352.9798
FAX: 615.352.9737
INFO@PRISONERTRANSPORT.NET

To: Our Valued Clients and Prospective Customers

Re: Requirements and Industry Best Practices for Prisoner Transport Companies

Law enforcement agencies increasingly use private prisoner transport companies to fulfill their prisoner transports in a cost effective, safe, and timely manner. As the prisoner transport industry matures, more and more agencies find it difficult to select a prisoner transport provider based solely on price.

We have been asked by a number of our clients to provide a template outlining both the minimum regulatory requirements and more importantly, the best practices for private prisoner transport companies. These guidelines may be shared with your agency purchasing department to assist in the selection process of a prisoner transportation company.

Federal Regulations: Prisoner Transportation Companies

Statutes and Regulations:

Private prisoner transportation companies are governed by **34 USC 60103 known as "Jenna's Act".**

The act and accompanying regulations require:

- Minimum standards for background checks and pre-employment drug testing for potential employees, to disqualify persons with a felony conviction or domestic violence conviction.

- Minimum standards for the length and type of training that employees must undergo before they can transport prisoners not to exceed 100 hours of preservice training focusing on the transportation of prisoners. Training shall be in the areas of use of restraints, searches, use of force, including use of appropriate weapons and firearms, CPR, map reading, and defensive driving.

- Restrictions on the number of hours that employees can be on duty during a given time period. Such restriction shall not be more stringent than current applicable rules and regulations concerning hours of service promulgated under the Federal Motor Vehicle Safety Act.

- Requirement that officer to prisoner ration not exceed 1 agent for every 6 violent prisoners.

- Minimum standards for employee uniforms and identification that require wearing of a uniform with a badge or insignia identifying the employee as a transportation officer.

- Minimum requirements for the restraints that must be used when transporting violent prisoners, to include leg shackles and double-locked handcuffs, when appropriate.

U.S. Department of Transportation

Any company in the business of transporting inmates interstate and:

- Has a gross vehicle weight rating or gross combination weight rating, or gross vehicle weight or gross combination weight, of 4,536 kg (10,001 pounds) or more, whichever is greater; or
- Is designed or used to transport more than 8 passengers (including the driver) for compensation; or
- Is designed or used to transport more than 15 passengers, including the driver, and is not used to transport passengers for compensation.

Is required by FMCSA to obtain a USDOT Number and comply with the Federal Regulations.

Any prisoner transportation company must comply with this requirement. Many companies try to get around these requirements by using small sedans, or mini-vans, which are not as safe and secure as dedicated transport vehicles designed and outfitted for prisoner transport.

The FCMSA also requires minimum insurance of:

- $1.5MM (15-passenger or less)
- $5.0MM (15-passenger or more) Commercial (CDL drivers required)

You should obtain a Certificate of Insurance yearly from your vendor and make sure that the insurance provided does not exclude operating the vehicle for hire or transporting prisoners.

Federal Motor Carrier Safety Administration (FMCSA) Requirements Operating Authority/ Motor Carrier Number (MC#)

- Operating Authority means the registration (MC#) as required by 49 U.S.C. 13902, 49 CFR part 365, 49 CFR part 368, and 49 CFR 392.9a and is required by all companies in the business of transporting passengers for hire.

Every Prisoner Transportation Company must have Operating Authority with a valid (non-expired) MC# per Federal Law.

DOT SAFETY RATING

In addition to having Operating Authority with an MC# and requiring a USDOT #, a company in the business of transporting inmates must have all driver's complete DOT physicals, complete driver's history check on all employees, comply with driver duty hours (ELD tracks this), have compliant sleeper berths with minimum measurements as outlined per the DOT, run vehicles through annual inspections, keep Motor Vehicle Reports on file, report crashes, and much more ensuring that they are operating legally and safely across our Country's interstates with their passengers.

This is a significant amount of information to keep track of and if you are the agency using this company it could become overwhelming. This is why the FMSCA has created a **Safety Rating System** that is determined after the company has been through a safety check from the DOT, auditing the company's compliance with all of their requirements and laws.

The minimum standard for a Prisoner Transportation Company should be a SATISFACTORY RATING with the DOT.

Any company who has been in business for a minimum of 1.5 years should have their initial Safety Inspection completed by the DOT. Therefore, any Prisoner Transport Company should have a Safety Rating if they are operating legally after 2 years unless some extenuating circumstances are present.

Because of this, most agencies require **a minimum of 3 years in business** to bid on a contract or before they will consider using them as a service provider.

Electronic Logging Devices (ELD)

Per the Department of Transportation and FMSCA, as required by *MAP–21, § 395.8(a)(1)* directs a motor carrier operating CMVs to install and require each of its drivers to use an ELD to record the driver's duty status no later than December 18, 2017.

This system is used to measure the drivers' duty time to ensure the company is compliant with the laws governing the safety of interstate commerce and the safe transportation of their passengers.

COMPANY SNAPSHOT

The *Company Snapshot* is a concise electronic record of a company's identification, size, commodity information, and safety record, including the safety rating, a roadside out-of-service inspection summary, and crash information. The *Company Snapshot* is available via an ad-hoc query (one carrier at a time) free of charge.

You can check a company's **Safety Rating on the Company Snapshot Page** here:

- safer.fmcsa.dot.gov/CompanySnapshot.aspx

Best Practices for Contracting with Private Prisoner Transport Companies

The following recommendations are minimum requirements that in many cases have been adopted by your peers and that we have seen in contracting to perform prisoner transportation services. We believe such provisions improve transparency to the purchasing departments and agencies and enhance the safety of both prisoners and agents while performing interstate prisoner transportation:

Insurance Requirements:

In addition to the mandated auto liability insurance required above by FMCSA, private transport companies should maintain a minimum of:

- $3.0MM (including Excess Umbrella Coverage) in Commercial General Liability insurance,
- $1.0MM in Workers Compensation insurance,

Any company who is properly insured ***should provide a Certificate of Insurance and some documentation from the insurance company or agent stating they are fully aware the company is in the business of transportation of inmates*** *on their Auto Liability, General Liability, and Workers Compensation.*

If an insurance company is not aware that a company is in the business of transporting inmates the company and ultimately you may not be covered in the event of an accident or death.

Fleet Requirements:

Many contracting agencies require specific fleet requirements for their private prisoner transport vendor. The following are examples we believe should be incorporated in any contract for prisoner transportation services:

- Seatbelts for each agent AND prisoner being transported in any vehicle transporting 15 passengers or less.
- A minimum of three (3) working video cameras with secure recording equipment with a minimum of 7-day recording retention.
- A secondary and independent heating and air conditioning system serving prisoner areas.
- Global positioning system equipment to allow vehicles to be tracked and located nationwide on a real-time basis.
- Communication device to allow communication to and from law enforcement agencies or home office nationwide.
- Speed limiting devices set to allow the speed of the transport vehicles to be limited to 70 mph.
- Segregated Prisoner seating with a minimum of 3 segregation areas.
- Food delivery access doors that allow prisoner food service without requiring prisoner ingress and egress doors to be opened.
- Sleeper berth with a minimum dimension of 24" X 24" X 75".
- Vehicles available for inspection upon request to ensure compliance with the bid/contract and vehicle requirements.

Additionally, in order to ensure that the company can provide responsive and timely service a transport company should have either:

A) Six transport vehicles (combination of Vans or Busses) or,

B) One transport vehicle for each $15,000 of anticipated annual transport volume the agency expects to purchase.

You should ensure all vehicles are insured by checking the *Company Snapshot* (link above) and look for the number of "Power Units". The number of power units should match the number of vehicles that are listed in the fleet size on the bid/contract.

[END]

Should you have any questions or seek clarification on any of the above, please feel free to contact your local Department of Justice Representative, Department of Transportation Representative, or our President and General Counsel, Joel Brasfield at jbrasfield@prisonertransport.net.

Thank you for your time and for helping us create a higher standard in the Prisoner Transportation Industry.

Dave Warden III
Vice President of
Sales & Marketing
U.S. Corrections
PH: 615-767-5988 Ext:156

USCORRE-01 SREITERA

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 8/1/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Earl Bacon Agency	CONTACT NAME: Suzi Reiter PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: sreiter@oakbridgeinsurance.com
INSURED U.S. Corrections, LLC 4150 Dow Road Ste. 1 Melbourne, FL 32934	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Upland Specialty Insurance Company — 16988 INSURER B : Florida Automobile JUA — 99999 INSURER C : James River Insurance Co — 12203 INSURER D : INSURER E : INSURER F :

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY [ ] PRO-JECT [ ] LOC OTHER:			USPGL0059026	8/3/2025	8/3/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 0 $ 1,000,000 $ 2,000,000 $ 2,000,000
B	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY [X] SCHEDULED AUTOS HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY			FCA0000000428-7	3/10/2025	3/10/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,500,000 $ $ $
A	UMBRELLA LIAB [X] OCCUR X EXCESS LIAB [ ] CLAIMS-MADE DED RETENTION $			USXGL0023125	8/3/2025	8/3/2026	EACH OCCURRENCE AGGREGATE	$ 2,000,000 $ 2,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [ ] N/A If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $
C	Hired Auto Liability			CA43001231-05	3/10/2025	3/10/2026	PER OCCURENCE	1,000,000
C	Excess Over Hired AL			00100816-5	3/10/2025	3/10/2026	PER OCCURENCE	500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Professional Liability (E&O)
$3,000,000 per occurence/$3,000,000 aggregate
8/3/25-8/3/26/Pol #VNPL016697/Gemini Insurance Co.

CERTIFICATE HOLDER

Insured Copy
For Bid Purposes

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

ACORD 25 (2016/03)

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CERTIFICATE OF LIABILITY INSURANCE

Date: 1/8/2026

Producer: Plymouth Insurance Agency
2739 U.S. Highway 19 N.
Holiday, FL 34691
(727) 938-5562

Insured: South East Personnel Leasing, Inc. & Subsidiaries
2739 U.S. Highway 19 N.
Holiday, FL 34691

This Certificate is issued as a matter of information only and confers no rights upon the Certificate Holder. This Certificate does not amend, extend or alter the coverage afforded by the policies below.

Insurers Affording Coverage		NAIC #
Insurer A:	Lion Insurance Company	11075
Insurer B:		
Insurer C:		
Insurer D:		
Insurer E:		

Coverages

The policies of insurance listed below have been issued to the insured named above for the policy period indicated. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions, and conditions of such policies. Aggregate limits shown may have been reduced by paid claims.

INSR LTR	ADDL INSRD	Type of Insurance	Policy Number	Policy Effective Date (MM/DD/YY)	Policy Expiration Date(MM/DD/YY)	Limits	
		GENERAL LIABILITY ☐ Commercial General Liability ☐ Claims Made ☐ Occur General aggregate limit applies per: ☐ Policy ☐ Project ☐ LOC				Each Occurrence	$
						Damage to rented premises (EA occurrence)	$
						Med Exp	$
						Personal Adv Injury	$
						General Aggregate	$
						Products - Comp/Op Agg	$
		AUTOMOBILE LIABILITY ☐ Any Auto ☐ All Owned Autos ☐ Scheduled Autos ☐ Hired Autos ☐ Non-Owned Autos				Combined Single Limit (EA Accident)	$
						Bodily Injury (Per Person)	$
						Bodily Injury (Per Accident)	$
						Property Damage (Per Accident)	$
		EXCESS/UMBRELLA LIABILITY ☐ Occur ☐ Claims Made ☐ Deductible				Each Occurrence	
						Aggregate	
A		Workers Compensation and Employers' Liability Any proprietor/partner/executive officer/member excluded? **NO** If Yes, describe under special provisions below.	WC 71949	01/01/2026	01/01/2027	X WC Statutory Limits ☐ OTHER	
						E.L. Each Accident	$1,000,000
						E.L. Disease - Ea Employee	$1,000,000
						E.L. Disease - Policy Limits	$1,000,000
Other			Lion Insurance Company is A.M. Best Company rated A (Excellent). AMB # 12616				

Descriptions of Operations/Locations/Vehicles/Exclusions added by Endorsement/Special Provisions: Client ID: 81-67-864

Coverage only applies to active employee(s) of South East Personnel Leasing, Inc. & Subsidiaries that are leased to the following "Client Company":

U.S. Corrections LLC

Coverage only applies to injuries incurred by South East Personnel Leasing, Inc. & Subsidiaries active employee(s) , while working in: FL.
Coverage does not apply to statutory employee(s) or independent contractor(s) of the Client Company or any other entity.
A list of the active employee(s) leased to the Client Company can be obtained by emailing a request to certificates@lioninsurancecompany.com

Project Name: FOR BID PURPOSES ONLY

ISSUE 01-08-26 (BP)

Begin Date: 12/30/2024

CERTIFICATE HOLDER	CANCELLATION
U.S. Corrections LLC 4150 Dow Rd, Suite 1 Melbourne, FL 32934	Should any of the above described policies be cancelled before the expiration date thereof, the issuing insurer will endeavor to mail 30 days written notice to the certificate holder named to the left, but failure to do so shall impose no obligation or liability of any kind upon the insurer, its agents or representatives.

U.S. Department of Transportation
Federal Motor Carrier Safety Administration

1200 New Jersey Ave., S.E.
Washington, DC 20590

SERVICE DATE
August 13, 2014

PERMIT
MC-872586-P
U.S. DOT No. 2515080
US CORRECTIONS LLC
D/B/A USC
CHARLOTTE, NC

This Permit is evidence of the carrier's authority to engage in transportation as a **contract carrier of passengers** by motor vehicle in interstate or foreign commerce.

This authority will be effective as long as the carrier maintains compliance with the requirements pertaining to insurance coverage for the protection of the public (49 CFR 387); the designation of agents upon whom process may be served (49 CFR 366); and tariffs or schedules (49 CFR 1312). Failure to maintain compliance will constitute sufficient grounds for revocation of this authority.

Service must be performed under a continuing agreement with one or more persons.

Jeffrey L. Secrist, Chief
Information Technology Operations Division

NOTE: Willful and persistent noncompliance with applicable safety fitness regulations as evidenced by a DOT safety fitness rating of "Unsatisfactory" or by other indicators, could result in a proceeding requiring the holder of this certificate or permit to show cause why this authority should not be suspended or revoked.

PPO

○ USDOT Number ○ MC/MX Number ◉ Name

Enter Value: US CORRECTIONS LLC

Search

Company Snapshot

US CORRECTIONS LLC
USDOT Number: 2515080

ID/Operations | Inspections/Crashes In US | Inspections/Crashes In Canada | Safety Rating

Other Information for this Carrier

- SMS Results
- Licensing & Insurance

Carriers: If you would like to update the following ID/Operations information, please complete and submit form MCS-150 which can be obtained online or from your State FMCSA office. If you would like to challenge the accuracy of your company's safety data, you can do so using FMCSA's DataQs system.

USDOT Status

- **ACTIVE:** The entity's US DOT number is active.
- **INACTIVE:** Inactive per 49 CFR 390.19(b)(4); biennial update of MCS-150 data not completed.
- **OUT-OF-SERVICE:** Carrier is under any type of out-of-service order and is not authorized to operate.

Operating Authority Status

- **AUTHORIZED FOR { Passenger, Property, HHG }:** This will list the specific operating authorities the carrier (or broker) is allowed to operate.
- **NOT AUTHORIZED:** The entity does not have any operating authority and/or is not authorized to engage in interstate, for-hire operations.
  ***Please Note: NOT AUTHORIZED** does not apply to **Private** or **Intrastate** operations.
- **OUT-OF-SERVICE:** Carrier is under any type of out-of-service order and is not authorized to operate.

Out of Service Date

Indicates the date the company was ordered Out of Service. If there are multiple Out of Service orders, the earliest date will be displayed.

Please note:If there are multiple Out-of-Service orders, the earliest date will be displayed.

For help on the explanation of individual data fields, click on any field name or for help of a general nature go to **SAFER General Help**.

The information below reflects the content of the FMCSA management information systems as of 01/04/2026.

To find out if this entity has a pending insurance cancellation, please click here.

USDOT INFORMATION			
Entity Type:	CARRIER		
USDOT Status:	ACTIVE	Out of Service Date:	None
USDOT Number:	2515080	State Carrier ID Number:	
MCS-150 Form Date:	03/17/2025	MCS-150 Mileage (Year):	6,400,000 (2024)
OPERATING AUTHORITY INFORMATION			
Operating Authority Status:	AUTHORIZED FOR Passenger For Licensing and Insurance details click here.		
MC/MX/FF Number(s):	MC-872586		
COMPANY INFORMATION			
Legal Name:	US CORRECTIONS LLC		
DBA Name:	USC		
Physical Address:	517 HICKORY HILLS BOULEVARD NASHVILLE, TN 37189		
Phone:	(615) 352-9798		
Mailing Address:	PO BOX 146 WHITES CREEK, TN 37189		
DUNS Number:	--		
Power Units:	40	Non-CMV Units:	Drivers: 70

Operation Classification:

x Auth. For Hire	Priv. Pass.(Non-business)	State Gov't
Exempt For Hire	Migrant	Local Gov't
Private(Property)	U.S. Mail	Indian Nation
x Priv. Pass. (Business)	Fed. Gov't	

Carrier Operation:

x Interstate	Intrastate Only (HM)	Intrastate Only (Non-HM)

Cargo Carried:

General Freight	Liquids/Gases	Chemicals

Household Goods	Intermodal Cont.	Commodities Dry Bulk
Metal: sheets, coils, rolls	x Passengers	Refrigerated Food
Motor Vehicles	Oilfield Equipment	Beverages
Drive/Tow away	Livestock	Paper Products
Logs, Poles, Beams, Lumber	Grain, Feed, Hay	Utilities
Building Materials	Coal/Coke	Agricultural/Farm Supplies
Mobile Homes	Meat	Construction
Machinery, Large Objects	Garbage/Refuse	Water Well
Fresh Produce	US Mail	

ID/Operations | **Inspections/Crashes In US** | **Inspections/Crashes In Canada** | **Safety Rating**

US Inspection results for 24 months prior to: 01/04/2026

Total Inspections: 0
Total IEP Inspections: 0
Note: Total inspections may be less than the sum of vehicle, driver, and hazmat inspections. Go to Inspections Help for further information.

Inspections:

Inspection Type	Vehicle	Driver	Hazmat	IEP
Inspections	0	0	0	0
Out of Service	0	0	0	0
Out of Service %	0%	0%	0%	0%
Nat'l Average % as of DATE 11/28/2025*	22.26%	6.67%	4.44%	N/A

*OOS rates calculated based on the most recent 24 months of inspection data per the latest monthly SAFER Snapshot.

Inspections

Number of roadside inspections conducted within the past two years. (Note: These inspections are distinct from the periodic inspections required under 49 CFR Part 396.17, and may not include inspection of all parts and accessories set forth in 49 CFR Part 396 Appendix A.)

The inspections listed on SAFER are conducted in accordance with the North American Standard Inspection Program which was created by the Commercial Vehicle Safety Alliance (CVSA) as the roadside inspection process for inspecting commercial motor vehicles and drivers throughout North America.

Inspections are listed as total, driver, vehicle, and Hazmat. Please see https://www.fmcsa.dot.gov/safety/question-1-can-violation-free-cvsa-level-i-or-level-v-inspection-be-used-salisfy-periodic for more details.

Crashes reported to FMCSA by states for 24 months prior to: 01/04/2026

Note: Crashes listed represent a motor carrierâ€™s involvement in reportable crashes, without any determination as to responsibility.

Crashes:

Type	Fatal	Injury	Tow	Total
Crashes	0	1	0	1

ID/Operations | **Inspections/Crashes In US** | **Inspections/Crashes In Canada** | **Safety Rating**

Canadian Inspection results for 24 months prior to: 01/04/2026

Total inspections: 0
Note: Total inspections may be less than the sum of vehicle and driver inspections. Go to Inspections Help for further information.

Inspections:

Inspection Type	Vehicle	Driver
Inspections	0	0
Out of Service	0	0
Out of Service %	0%	0%

Crashes results for 24 months prior to: 01/04/2026

Note: Crashes listed represent a motor carrierâ€™s involvement in reportable crashes, without any determination as to responsibility.

Crashes:

Type	Fatal	Injury	Tow	Total
Crashes	0	0	0	0

ID/Operations | Inspections/Crashes In US | Inspections/Crashes In Canada | Safety Rating

The Federal safety rating does not necessarily reflect the safety of the carrier when operating in intrastate commerce.

Carrier Safety Rating:

The rating below is current as of: 01/04/2026

Review Information:

Rating Date:	03/17/2016	Review Date:	03/15/2016
Rating:	Satisfactory	Type:	Compliance Review

Form **W-9**
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give form to the requester. Do not send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See *Specific Instructions* on page 3.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)

US Corrections, LLC

2 Business name/disregarded entity name, if different from above.

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor ☐ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate

☑ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) . . . . S

Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.

☐ Other (see instructions)

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . . ☐

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any)

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any)

(Applies to accounts maintained outside the United States.)

5 Address (number, street, and apt. or suite no.). See instructions.

PO Box 146

6 City, state, and ZIP code

Whites Creek, TN 37189

Requester's name and address (optional)

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			–			–				

or

Employer identification number

8	2	–	3	2	0	1	2	6	4

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here | **Signature of U.S. person** Patricia Broom **Date** 1/7/2026

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

E-Verify

E-VERIFY IS A SERVICE OF DHS AND SSA

Company ID Number: 2410645

Approved by:

Employer US Corrections, LLC	
Name (Please Type or Print) Joel Brasfield	Title
Signature Electronically Signed	Date 04/23/2024
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 04/23/2024

E-Verify

E-VERIFY IS A SERVICE OF DHS AND SSA

Company ID Number: 2410645

Information Required for the E-Verify Program Information relating to your Company:	
Company Name	US Corrections, LLC
Company Facility Address	517 Hickory Hills Blvd Whites Creek, TN 37189
Company Alternate Address	PO Box 146 Whites Creek, TN 37189
County or Parish	DAVIDSON
Employer Identification Number	823201264
North American Industry Classification Systems Code	541
Parent Company	
Number of Employees	100 to 499
Number of Sites Verified for	2 site(s)

E-Verify

Company ID Number: 2410645

E-VERIFY IS A SERVICE OF DHS AND SSA

Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

FL	1
TN	1

E-Verify

E-VERIFY IS A SERVICE OF DHS AND SSA

Company ID Number: 2410645

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name	Joel Brasfield
Phone Number	6158569883
Fax	
Email	jbrasfield@prisonertransport.net

Name	Tanisha Cheek
Phone Number	8663888488114
Fax	
Email	tcheek@prisonertransport.net

Tanisha Cheek

From: Joel Brasfield
Sent: Friday, April 12, 2024 9:37 AM
To: Tanisha Cheek
Subject: FW: Your DUNS Lookup Request for US Corrections, LLC

Joel Brasfield
President/CEO
Prisoner Transportation Services, Inc.

The information contained in this electronic communication and any document attached hereto or transmitted herewith is attorney-client privileged, work product, or otherwise confidential and intended for the exclusive use of the individual or entity named above. If the reader of this message is not the intended recipient or the employee or agent responsible for delivering it to the intended recipient, you are hereby notified that any examination, use, dissemination, distribution, or copying of this communication or any part thereof is strictly prohibited. If you have received this communication in error, please immediately notify the sender by telephone or reply e-mail and destroy this communication. Thank you.

From: Dun & Bradstreet <DandB@click.dandb.com>
Sent: Friday, April 12, 2024 9:36 AM
To: Joel Brasfield <jbrasfield@prisonertransport.net>
Subject: Your DUNS Lookup Request for US Corrections, LLC

dun & bradstreet

04/12/2024

Joel Brasfield,

The following is the Dun & Bradstreet D-U-N-S® Number for **US Corrections, LLC**

D-U-N-S number: **081313237**

If this is YOUR COMPANY, learn how to monitor and potentially impact your Dun & Bradstreet business credit file with **CreditBuilder.**

Call **1-800-700-2733**, Monday through Friday, 8:00 AM to 6:00 PM local time or contact us at Dun & Bradstreet support.

Please add dandb@click.dandb.com to your email address book to ensure delivery of our emails to your inbox.

If you have any questions, please contact Dun & Bradstreet support.

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101 JFK Parkway, Short Hills, NJ 07078

U.S. Corrections

P.O. Box 146, Nashville, TN 37189
Office: 866.388.8488 Fax: 615.3529737

Shannon Slade
Training Director

Thursday, September 25, 2025

To whom it may concern:

This is to certify that **(Agent Name), ###-##-(last 4 of social)** has successfully completed the US Corrections, **Basic Extradition Agent Training course (Class #)** on September 25, 2025 in accordance with requirements set forth in Title 28 CFR Chapter 97. This approximately 100-hour course required passing a written exam with a score of 80% or better, Level 1 exposure to OC spray and live fire shotgun qualification. Additionally, this certification course was followed by a minimum of 400 hours of field training.

Topic Covered	Training Hours
1. Source & Limits of Authority	2 Hours
2. Ethics & Professionalism	2 Hours
3. Policy & Directive Review	4 Hours
4. DOT Rules & Regulations	4 Hours
5. Extradition Categories	1 Hour
6. Sexual Harassment/PREA	4 Hours
7. Conflict Resolution/Tactical Communication	4 Hours
8. SICDS Awareness & Prevention	1 Hour
9. Reports & Forms	4 Hours
10. Report Writing	4 Hours
11. Handling Property & Contraband	3 Hours
12. Searching Prisoners	8 Hours
13. Emergency Procedures	3 Hours
14. Use of Force & Responding to Resistance	4 Hours
15. Proper Use of Restraint Devices	8 Hours
16. CPR & First Aid	4 Hours
17. Chemical Agent, OC Spray (EXPOSURE REQUIRED)	4 Hours
18. Electronic Control Devices (EXPOSURE REQUIRED)	4 Hours
19. Subject Control Techniques	8 Hours
20. Firearms Safety & Familiarization (LIVE FIRE QUALIFICATION)	8 hours
21. Advanced Driver Training	8 Hours
22. Fitness & Nutrition	1 Hour
23. Stress Management	1 Hour
24. Practical Exercises & Evaluation	6 Hours

Total hours of training received: **(Approximately) 100 Hours**

Shannon Slade

Captain Shannon Slade
Director of Training

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 25-073/CG

IFB TITLE: Re-Bid Term Contract for Prisoner Transportation Services for Jefferson County

IFB DUE BY: 11:00am, CST, Wednesday, January 14, 2026

ADDENDUM NO.: 1

ISSUED (DATE): December 30, 2025

To Bidder: This Addendum is an integral part of the IFB package under consideration by you as a Bidder in connection with the subject matter herein identified. Jefferson County deems all sealed bids to have been proffered in recognition and consideration of the entire IFB Specifications Package – *including all addenda*. For purposes of clarification, **receipt of this present Addendum by a Bidder should be evidenced by returning it (signed) as part of the Bidder's sealed bid submission.** If the bid submission has already been received by the Jefferson County Purchasing Department, Bidder should return this addendum in a separate sealed envelope, clearly marked with the IFB Title, IFB Number, and IFB Opening Date and Time, as stated above.

Reason for Issuance of this Addendum: Vendor Questions

The information included herein is hereby incorporated into the documents of this present bid matter and supersedes any conflicting documents or portion thereof previously issued.

Receipt of this Addendum is hereby acknowledged by the undersigned Respondent:

ATTEST:

Witness

Tanisha Cheek
Witness

Approved by ____ Date: 1.12.2026

Authorized Signature (Respondent) Joel Brasfield

President & General Counsel
Title of Person Signing Above

US Corrections, LLC
Typed Name of Business or Individual

PO Box 146 Whites Creek, TN 37189
Address

JEFFERSON COUNTY PURCHASING DEPARTMENT
Deborah L. Clark, Purchasing Agent

1149 Pearl Street
1st Floor, Beaumont, TX 77701

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

1. **Question:** The governing bodies for prisoner transportation and extradition companies are the US Department of Transportation (USDOT), Federal Motor Carrier Safety Administration (FMCSA), and the US Department of Justice (USDOJ)? Will **Jefferson County** acknowledge the guidelines and laws set forth by these departments?

   Answer: See Scope of project on page 43 Section 4.0

2. **Question:** Will **Jefferson County** require that vendors meet all requirements for limits on continuous travel hours and miles as governed by the FMCSA (Section 395.5 (a)? If so, will vendors be required to submit drivers logs to verify that they conform to those requirements?

   Answer: See section 4.2.7 on page 45. Logs will be required to submit upon request.

3. **Question:** Will **Jefferson County** require vendors to have a Satisfactory Audit Rating from the FMCSA, which measures the vendor's compliance with the Federal Motor Carrier Safety Regulations?

   Answer: See *Notation on Section B: Additional Requirements on page 50.

4. **Question:** Proof of Authority to Operate is provided by a transport company being issued a Motor Carrier Number (MC #) by the FMCSA. This allows transport vendors to cross state lines with inmates in their custody. Will **Jefferson County** acknowledge and require an active Motor Carrier Number?

   Answer: Contractor must comply with all applicable Federal Regulations. See Question and answer #1 and #3.

5. **Question:** Does **Jefferson County** realize that to be in compliance with the FMCSA, vendors are required to carry Automobile Liability: If transporting in a vehicle rated for 15 passengers or less, minimum coverage of one million five hundred thousand dollars ($1,500,000) per occurrence combined single limit for automobile liability and property damage; and/or: If transporting in a vehicle rated for 16 passengers or more, minimum coverage shall be five million dollars ($5,000,000) per occurrence combined single limit for automobile liability and property damage?

   Answer: See Section 3, #10 on pages 38-39

6. **Question:** If a vendor states they transport 8 passengers or less in a vehicle that was designed to carry more passengers, will **Jefferson County** uphold the FMCSA Regulation 383.5 which states, "designed to carry" vehicles refer to the number of designated seats as originally designed? Meaning if a vendor states they only carry 8 passengers on a vehicle, but that vehicle was originally designed to carry 9-15

JEFFERSON COUNTY PURCHASING DEPARTMENT
Deborah L. Clark, Purchasing Agent
1149 Pearl Street
1st Floor, Beaumont, TX 77701
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passengers, will **Jefferson County** follow federal guidelines and require that vendor to have a Motor Carrier number?

Answer: See Question and Answer #1 and #3.

7. **Question:** Will **Jefferson County** check the VIN numbers of vendors vehicles to confirm their vehicles are compliant with FMCSA Regulation 383.5?

   Answer: See Section 4.1.4

8. **Question:** Does **Jefferson County** require vendors to have been in business for a specific number of years to ensure company stability?

   Answer: No

9. **Question:** I have a question about the DOT and FMCSA requirement because my company is just transporting patients, and the vehicle we have does t not require us to have a DOT number, so my questions is it possible that we rebid on this contract, and if awarded, then we can get all the necessary DOT requirement provide it before we start transporting prisoners

   Answer: The successful vendor will be expected to commence with Prisoner Transport as needed following contract execution in accordance with Section 4: Minimum Specifications starting on page 43.

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 25-073/CG**
IFB TITLE:	**Re-Bid Term Contract for Prisoner Transportation Services for Jefferson County**
IFB DUE BY:	**11:00 am, CST, Wednesday, January 14, 2026**
ADDENDUM NO.:	**2**
ISSUED (DATE):	**January 9, 2026**

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: Bid Opening Location change.
Bids will be publicly opened and read aloud in the Jefferson County Purchasing Department (1st Floor, Historic Courthouse) located at 1149 Pearl Street, Beaumont, Texas 77701 at the bid due by date and time specified above.

The information included herein is hereby incorporated into the documents of this present bid matter and supersedes any conflicting documents or portions thereof previously issued.

Receipt of this Addendum is hereby acknowledged by the undersigned Respondent:

ATTEST:

Witness

Tanisha Cheek
Witness

Approved by ____ Date: 1.12.2026

Authorized Signature (Respondent)

President & General Counsel Joel Brasfield
Title of Person Signing Above

US Corrections, LLC
Typed Name of Business or Individual

PO Box 146 Whites Creek, TN 37189
Address

JEFFERSON COUNTY PURCHASING DEPARTMENT
Deborah L. Clark, Purchasing Agent

1149 Pearl Street
1st Floor, Beaumont, TX 77701

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

LEGAL NOTICE
Advertisement for Invitation for Bids

December 16, 2025

Notice is hereby given that sealed bids will be accepted by the Jefferson County Purchasing Department for Invitation for Bid **(IFB 25-073/CG), Re-Bid Term Contract for Prisoner Transportation Services for Jefferson County.** Specifications for this project may be obtained from the Jefferson County website, https://jeffersoncountytx.gov/Purchasing/ or by calling 409-835-8593.

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

BID NAME:	**Re-Bid Term Contract for Prisoner Transportation Services for Jefferson County**
BID NUMBER:	**IFB 25-073/CG**
DUE BY TIME/DATE:	**11:00 AM CST, Wednesday, January 14, 2026**
MAIL OR DELIVER TO:	**Jefferson County Purchasing Department** **1149 Pearl Street, 1st Floor** **Beaumont, Texas 77701**

Any questions relating to these 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 18, 2025 & December 24, 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 US Corrections, LLC certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

US Corrections, LLC

Name and Title of Contractor's Authorized Official

1.12.2026

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://acquisition.gov/far/index.html see section 52.209-6.

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

Signature of Contractor's Authorized Official

Joel Brasfield, President & General Counsel

Name and Title of Contractor's Authorized Official

1.12.2026

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.

Signature of Contractor's Authorized Official

Joel Brasfield, President & General Counsel

Name and Title of Contractor's Authorized Official

1.12.2026

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 14, 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, Monday, December 29, 2025.

4. VENDOR REGISTRATION (System for Award Management).

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SAMPLE COMPLETED FORM 1295

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

JEFFERSON COUNTY WILL CONFIRM RECEIPT OF COMPLETED HARD COPY WITH THE TEXAS ETHICS COMMISSION.

CERTIFICATE OF INTERESTED PARTIES — FORM 1295

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

OFFICE USE ONLY

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

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

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

JEFFERSON COUNTY, TEXAS

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

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

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

5 Check only if there is NO Interested Party. **CHECK BELOW IF APPLICABLE** ☐

6 UNSWORN DECLARATION **VENDOR: COMPLETE, DATE, AND SIGN THIS DECLARATION SECTION.**

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

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

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

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

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

ADD ADDITIONAL PAGES AS NECESSARY

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

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

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

BIDDER: INSERT COMPLETED FORM 1295 BEHIND THIS PAGE.

CERTIFICATE OF INTERESTED PARTIES

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:
2025-1390080

Date Filed:
11/17/2025

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
US Corrections, LLC
Whites Creek, TN United States

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

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
IFB 25-073-CG
Prisoner Transportation and Extradition Services

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Prisoner Transportation Services, LLC	Nashville, TN, TN United States	X	

5 Check only if there is NO Interested Party. ☑

6 UNSWORN DECLARATION

My name is Joel Brasfield, and my date of birth is 10/16/68.

My address is 517 Hickory Hills Blvd. Whites Creek, TN 37189
(city) (state) (zip code) (country)

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

Executed in Davidson County, State of Tennessee, on the 12th day of January, 2026.
(month) (year)

Signature of authorized agent of contracting business entity
(Declarant)

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

6. MULTIPLE VENDOR AWARD.

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

7. DELIVERY.

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

8. PAYMENT.

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

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

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

9. USAGE REPORTS.

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

10. INSURANCE.

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

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

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

All insurance must be written by an insurer licensed to conduct business in the State of Texas with Documentation that the Insurance Carrier is aware that Contractor is in the business of transporting inmates.

Minimum Insurance Requirements:

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

Minimum Insurance Requirements: (If operating a CMV under FCMSA Operating Authority)

Public Liability, including Products & Completed Operations:	$1,500,000 (15 passengers or less) $5,000,000 (16 passengers of more)
Excess Liability	$1,000,000

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

Commercial General Liability Policy:	$3,000,000
Professional Liability:	$1,000,000

Workers' Compensation Statutory Coverage (See Section 9 Below)

11. WORKERS' COMPENSATION INSURANCE

11.1 Definitions:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

BIDDER INFORMATION FORM

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

Bid Number & Name: (IFB 25-073/CG) Re-Bid Term Contract for Prisoner Transportation Services for Jefferson County

Bidder's Company/Business Name: US Corrections, LLC

Bidder's TAX ID Number: 82-3201264

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

Contact Person: Tanisha Cheek **Title:** Contracts & Business Developement Director

Phone Number (with area code): 615.352.9798 ext. 114

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

Fax Number (with area code): 615.352.9737

Email Address: tcheek@prisonertransport.net

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

517 Hickory Hills Blvd. Whites Creek, TN 37189
Address

_____
City, State, Zip Code

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

SECTION 4: MINIMUM SPECIFICATIONS

The following requirements and specifications supersede General Bid Requirements where applicable. Any questions relating to bid submission or bid item specifications requirements should be directed to Cindy Greene, Contract Specialist at 409-835-8593 or via email at: Cynthia.greene@jeffersoncountytx.gov. If no response in 72 hours, contact Deborah Clark, Purchasing Agent at 409-835-8593 or by email at deb.clark@jeffersoncountytx.gov. Please reference Bid Number: IFB 25-073/CG.

4.0 SCOPE OF PROJECT:

Jefferson County is soliciting bids for Interstate and Intrastate Prisoner Transportation Services by land and air between Jefferson County To/From anywhere in the Continental United States, Alaska and Hawaii. The County aims to establish such services which adhere to all applicable state, federal and local laws and standards related to prisoner transport and provides for the welfare and security of prisoners from the moment custody is taken until they reach the designated destination.

Contractor must utilize trained and certified personnel and provide transport in secure, properly equipped vehicles which meet all applicable regulations. Contractor must comply with all pertinent provisions of the United States Department of Transportation (USDOT), Federal Motor Carrier Safety Administration (FMSCA) 49 C.F.R., Parts 385, 390-396, U.S. Department of Justice regulations 28 C.F.R., Part 97 created pursuant to passage of the "Interstate Transportation of Dangerous Criminals Act of 2000", known as "Jeanna's Act", and all other applicable federal regulations.

Contractor is responsible for all costs associated with the Prisoner Transportation Services, other than necessary prisoner medical costs, needed to perform the contracted services. This includes but is not limited to insurance, permits, licenses, vehicles and their maintenance and fuel, meals, trained personnel and all necessary tools, weapons, equipment, supervision and expertise.

Term: The initial contract is for a term of one (1) year with the option to renew for up to four (4) additional one-year terms.

4.1 SPECIFICATIONS:

4.1.1 Contractor shall have, in place and in operation, a ground transportation system which operates seven (7) days a week, 365 days per year and available twenty-four (24) hours per day. Jefferson County Sheriff's Department shall have communication system access with the Contractor at all times.

4.1.2 Contractor shall have the ability to provide prisoner transportation and extradition services when called upon, anywhere in the United States by vehicle, or by air, when appropriate under the circumstances and distance of travel required. These services shall be conducted under the established law and policy.

4.1.3 All prisoners shall be transported by ground unless special circumstances dictate otherwise, and those prisoners will be handled on a case-by-case basis. In the event air services are required to transport prisoners, prior written approval by the Jefferson County Sheriff's Department is required.

4.1.4 Contractor shall have vehicles that are properly equipped to transport prisoners. The vehicles shall be in good operating condition and shall meet all state and/or federal requirements for motor vehicles. All necessary maintenance and repairs shall be the Contractor's responsibility. Contractor shall provide vehicle registration as proof of ownership upon request by the Jefferson County Sheriff's Department.

4.1.5 Vehicles being used by Contractor shall be designed/modified to include the following: Separate and secure area for the driving team. Doors and windows unable to be opened from the inside of the prisoner compartment. Welded steel screens covering windows. Equipped with a reliable form of mobile communications. Operational heat/AC for the entire vehicle.

4.1.6 Contractor shall provide at least two (2) officers to each vehicle transporting a prisoner. Contractor will furnish qualified female personnel when possible when transporting female prisoners. All drivers and transport officers shall be trained and licensed to carry firearms in accordance with all State and Federal requirements.

4.1.7 Contractor shall separate male and female prisoners during transport.

4.1.8 Contractor shall secure all prisoners in their custody with restraining devices that secure their hands in front to a waist chain or similar device. Legs will be secured with leg irons or similar. These restraints will be utilized for the duration of the time the Contractor has custody of the prisoner.

4.1.9 Prior to accepting custody of any prisoner, Contractor will be required to photograph the prisoner for identification purposes. This photograph is to be attached to the prisoner transport order which contains a complete physical description. This action is to minimize the possibility of a prisoner mix-up at the holding facility and also will provide a complete physical detail in the event of a major incident. All prisoner property is to be searched by the Contractor at the holding facility to preclude the concealment of contraband items.

4.1.10 During transport, Contractors shall provide prisoners a minimum of three (3) meals per twenty-four (24) hour period.

a. Within a twenty-four (24) period, Contractor shall provide two (2) hot meals. The third meal per twenty-four (24) hour period may be a cold meal.
b. Meals from fast-food type restaurants or delicatessens shall be acceptable.
c. Mealtimes shall closely correspond to typical breakfast, lunch, and dinner times as a practical and possible during transport.
d. All meals shall be included in the bid cost of the transportation.

4.1.11 Contractor shall be authorized to obtain emergency medical treatment for prisoners whenever deemed necessary. Contractor shall immediately notify the Jefferson County Sheriff's Department of any emergency medical treatment that requires immediate attention.

4.1.12 Contractor shall be responsible for all costs that may occur during transport for its employees and prisoners; excluding medical costs for the prisoner, during the term of the contract.

4.1.13 Any delay during transport that results in lodging requirements for the prisoner(s) shall be arranged by the Contractor with the appropriate local detention facility. This includes but is not limited to inclement weather and mechanical malfunctions.

4.1.14 In the event of any unusual incident, situation or emergency which arises in the performance of this contract, Contractor shall immediately notify Jefferson County Sheriff's Department. For purpose of this subparagraph, "unusual incident, emergency or situation" includes but is not limited to, any act of violence or attempted act of violence by a prisoner or any other breach of security, an unusual delay in the transportation of a prisoner, any medical treatment, and any refusal of law enforcement agencies to release a prisoner to the Contractor as authorized agencies and directed by Jefferson County Sheriff's Department.

4.1.15 Contractor shall maintain complete documentation for all prisoners transported, including but not limited to: Prisoner receipt forms, Personal property control forms and Medical information forms.

4.2 INTERNAL AND EXTERNAL STANDARDS AND GUIDELINES

4.2.1 Contractor shall possess and maintain valid licenses, permits, and adhere to all federal, state, and local regulations that apply to each prisoner transport and vehicle being used for said transport.

4.2.2 Policies, practices, and procedures must be in effect to prohibit the mistreatment of prisoners, including prohibitions against the use of excessive force, and sexual misconduct.

4.2.3 Contractor must employ pre-employment screening measures for all potential employees, including but not limited to a fingerprint-based background check and a test for the use of controlled substances.

4.2.4 Employee uniforms must be worn at all times while the employee is engaged in transportation or guarding of all prisoners. The employee must display proper identification credentials, including a photograph, employee's name, and date of issuance.

4.2.5 Employees must be a United States Citizen or possess the necessary authority from the U.S. Citizenship and Immigration Services to be employed in the United States.

4.2.6 Employees must possess a valid state-issued driver's license.

4.2.7 Contractor must adhere to the maximum driving time provisions applicable to commercial motor vehicle operators, as set forth in Department of Transportation regulations at 49 CFR 395.5 which will apply regardless of whether the Contractor is covered by Department of Transportation regulations.

4.2.8 Contractor must adhere to certain minimum standards with respect to the number of employees required to monitor violent prisoners during transportation. The Contractor must ensure that at least one guard is on duty for every two prisoners transported.

OFFER AND ACCEPTANCE FORM
OFFER TO CONTRACT

To Jefferson County:

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

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

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

We acknowledge receipt of the following amendment(s): 1, 2, _____, _____, _____.

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

US Corrections, LLC
Company Name

PO Box 146
Address

White's Creek, TN 37189
City State Zip

Signature of Person Authorized to Sign

Joel Brasfield
Printed Name

President & General Counsel
Title

For clarification of this offer, contact:

Tanisha Cheek, Business Developement
Name & Title

615.352.9798 ext. 114 615.352.9737
Phone Fax

tcheek@prisonertransport.net
E-mail

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

ACCEPTANCE OF OFFER

The Offer is hereby accepted for the following items: Re-Bid Term Contract for Prisoner Transportation Services for Jefferson County. Contract Term: One (1) year from date of award with an option to renew for four (4) additional years.

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

This contract shall henceforth be referred to as Contract No. (IFB 25-073/CG), Re-Bid Term Contract for Prisoner Transportation Services for Jefferson County. The Contractor has not been authorized to commence any billable work or to provide any material or service under this contract until Contractor receives a purchase order and/or a notice to proceed from the Jefferson County Purchasing Agent.

COUNTERSIGNED:

Jeff R. Branick, County Judge
JEFFERSON COUNTY, TEXAS

Date

ATTEST:

Roxanne Acosta Hellberg, County Clerk
JEFFERSON COUNTY, TEXAS

Date

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

BID FORM

The Bid Form must be completed in its entirety. All prices, rates and charges must be included on the Bid Form.

Section A: Pricing

Item	Ground Transport: Adult (from pick-up location to drop off location)		
1	Adult Prisoner Transport	Price per mile	$ 1.90
		Is there a minimum charge per transport?	Yes ✓ No ___
		If Yes, state min charge:	$ $500.00
	Cost for additional adult prisoner	Price per mile	$ 1.50
		Is there a minimum charge per transport?	Yes ✓ No ___
		If Yes, State min charge:	$ 300.00

Item	Ground Transport: Juvenile (from pick-up location to drop off location)		
2	Juvenile Prisoner Transport	Price per mile	$ 5.75
		Is there a minimum charge per transport?	Yes ✓ No ___
		If Yes, state min charge:	$ 2,800.00
	Cost for additional Juvenile prisoner	Price per mile	$ 4.50
		Is there a minimum charge per transport?	Yes ✓ No ___
		If Yes, State min charge:	$ 2,000.00

Item	Air Transport: Adult		Case By Case
3	Adult Prisoner Transport by Air:	Hourly rate per officer:	$
	Price all-inclusive other than airfare	Is there a minimum charge per transport?	Yes ___ No ___
	Airfare to be itemized on invoice	If Yes, state min charge:	$
		Is there a markup on airfare?	Yes ___ No ___
		If Yes, state the Markup:	$

Bid Form (continued)

Item	Air Transport: Juvenile		
4	Juvenile Prisoner Transport by Air: Price all-inclusive other than airfare Airfare to be itemized on invoice	Hourly rate per officer:	$ Case By Case
		Is there a minimum charge per transport?	Yes ✓ No ___
		If Yes, state min charge:	$ Case By Case
		Is there a markup on airfare?	Yes ✓ No ___
		If Yes, state the Markup:	$ Case By Case

Item	Miscellaneous	
5	Additional Fee for rush/Expedited pick up:	Yes ✓ No ___
	If yes, state the fee:	$ Case By Case
6	Additional Fee for medical ground transport:	Yes ✓ No ___
	If yes, state the fee:	$ Case By Case

Section B: Additional Requirements

1. **Do you currently possess a Satisfactory Audit Rating from FMCSA?** ✓ Yes ___ No
(If Yes, please attach FMCSA Company Snapshot)

(If No, please list the vehicles below, including year, make and model to be used in the fulfillment of the contract) Attach additional sheets if needed:

_____ _____
_____ _____
_____ _____
_____ _____

*Please note that FMCSA Operating Authority is required for all passenger carriers, both for hire and private if their vehicles are operating in interstate commerce and meet the definition of a Commercial Motor Vehicle (CMV). Vehicles meeting one or more of the criteria below are considered CMV:

-Has a gross vehicle weight (GVW) or gross vehicle weight rating (GVWR) of 10,001 pounds or more; or
-Is *designed* or used to transport 9 or more passengers (including the driver) for compensation; or
-Is *designed* or used to transport 16 or more passengers, including the driver, regardless of whether it is used to transport passengers for compensation.

Designed means how it was originally sold, not how it may have been altered for transporting prisoners. Ex: a 15 passenger van which has been altered to hold 8 passengers, is still considered a 15 passenger van and considered a CMV.

Bid Form (continued)

2. **Do you have a valid D.O.T. number?** ✓ Yes List D.O.T. number: 2515080
_____ No

BIDDER ACKNOWLEDGEMENT OF BID ADDENDA (IF APPLICABLE):

Addendum 1 ✓ Date Received 12.30.25

Addendum 2 ✓ Date Received 1.9.2026

Addendum 3 _____ Date Received _____

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

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

VENDOR REFERENCES FORM

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

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

REFERENCE ONE

Government/Company Name: Ohio Adult Parole Authority, DRC

Address: 4545 Fisher Road Columbus, OH 43228

Contact Person and Title: Madison Arnold APA Fugitive Section

Phone: 937.287.5412 Fax:

Email Address: madison.arnold@drc.ohio.gov Contract Period: Under Contracr Since 2012

Scope of Work: Prisoner Transportation and Extradition Services

REFERENCE TWO

Government/Company Name: Fulton County Sheriff's Office

Address: 901 Rice Street NW Atlanta, GA 30318

Contact Person and Title: Hattie Richey or Shaurmetria Freeman

Phone: 404.612.5120 or 404.613.2382 Fax: Shaurmetria.Freeman@fultoncountyga.gov

Email Address: hattie.richey@fultoncountyga.gov Contract Period: Under Contracr Since 2008

Scope of Work: Prisoner Transportation and Extradition Services

REFERENCE THREE

Government/Company Name: Office of Bergen County Sheriff

Address: 327 E. Ridgewood Ave., Rm 210A Paramus, NJ 07652

Contact Person and Title: Pamela Ganz-Posten

Phone: 201-336-3500 EXT. 4504 Fax:

Email Address: pganz@bcsd.us Contract Period: Under Contracr Since 2008

Scope of Work: Prisoner Transportation and Extradition Services

SIGNATURE PAGE

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

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

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

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

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

US Corrections, LLC	
Bidder (Entity Name)	Signature
PO Box 146 Whites Creek, TN 37189	Joel Brasher, President & General Counsel
Street & Mailing Address	Print Name
	1.12.2026
City, State & Zip	Date Signed
615.352.9798 ext. 114	615.352.9737
Telephone Number	Fax Number
tcheek@prisonertransport.net	
E-mail Address	

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

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

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

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

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

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

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

Signature of Contractor's Authorized Official

Joel Brasfield, President & General Counsel

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

1.12.2026

Date

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

CONFLICT OF INTEREST QUESTIONNAIRE — FORM CIQ

For vendor doing business with local governmental entity

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

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

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

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

OFFICE USE ONLY
Date Received

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

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

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

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

_____
Name of Officer

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

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

☐ Yes ☐ No

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

☐ Yes ☐ No

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

☐ Yes ☐ No

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

4

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

Adopted 8/7/2015

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

LOCAL GOVERNMENT OFFICER
CONFLICTS DISCLOSURE STATEMENT – OFFICE USE ONLY

LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT

FORM CIS

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

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

OFFICE USE ONLY

Date Received

1 Name of Local Government Officer

2 Office Held

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

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

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

Date Gift Accepted _____ Description of Gift _____

Date Gift Accepted _____ Description of Gift _____

Date Gift Accepted _____ Description of Gift _____

(attach additional forms as necessary)

6 AFFIDAVIT

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

_____
Signature of Local Government Officer

AFFIX NOTARY STAMP / SEAL ABOVE

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

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

Adopted 8/7/2015

THIS FORM IS FOR OFFICE USE ONLY

GOOD FAITH EFFORT (GFE) DETERMINATION CHECKLIST

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

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

Did the Prime Contractor/ Consultant . . .?

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

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

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

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

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

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

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

Joel Brasfield
Printed Name of Authorized Representative

Signature

President & General Counsel
Title

1.12.2026
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: _____

Joel Brasfield		1.12.2026
Printed Name of Contractor Representative	Signature of Representative	Date
Printed Name of HUB	Signature of Representative	Date

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

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

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

HISTORICALLY UNDERUTILIZED BUSINESS (HUB)
SUCONTRACTING PARTICIPATION DECLARATION FORM

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

Prime Contractor: _____ HUB: ☐ Yes ☐ No

HUB Status (Gender & Ethnicity): _____

Address: _____
Street City State Zip

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

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

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

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

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

FOR HUB OFFICE USE ONLY:

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

PART I. HUB SUBCONTRACTOR DISCLOSURE

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

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

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

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

N/A

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.

N/A

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) SUCONTRACTING PARTICIPATION DECLARATION FORM

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

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

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

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

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

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

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

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

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

HISTORICALLY UNDERUTILIZED BUSINESS (HUB)
SUBCONTRACTING PARTICIPATION DECLARATION FORM

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

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

Name (print or type): Joel Brasfield

Title: President & General Counsel

Signature:

Date: 1.12.2026

E-mail address: tcheek@prisonertransport.net

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

Name (print or type): Patricia Broom

Title: Accounting Manager

Date: 1.12.2026

E-mail address: pbroom@prisonertransport.net

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

RESIDENCE CERTIFICATION/TAX FORM

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

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

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

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

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

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

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

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

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

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

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

HOUSE BILL 89 VERIFICATION

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

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

Pursuant to Section 2270.002, Texas Government Code:

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

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

Signature of Company Representative

1.12.2026
Date

On this 12th day of January, 2026, personally appeared

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

Notary Seal

TANISHA BRADEN CHEEK
STATE OF TENNESSEE
NOTARY PUBLIC
DAVIDSON COUNTY
MY COMMISSION EXPIRES 9-5-2028

Tanisha Braden Cheek
Notary Signature

1.12.2026
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.

US Corrections, LLC

Company Name

IFB 25-073/CG

IFB/RFP/RFQ number

Certification check performed by:

_____

Purchasing Representative

_____

Date

THIS FORM IS FOR OFFICE USE ONLY

BID AFFIDAVIT

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

STATE OF Tennessee COUNTY OF Davidson

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

on this day personally appeared Joel Brasfield (name), who

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

"I, Joel Brasfield (name) am a duly authorized officer of/agent

for U S Corectio ns, L LC (name of firm) and have been duly authorized to execute the

foregoing on behalf of the said US Corre ctions, LLC (name of firm).

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

Name and address of Bidder: US Corrections, LLC

PO Box 146 Whites Creek, TN 37189

Fax: 615.352.9737 Telephone# 615.352.9737

by: Joel Brasfield (print name) Title: President & General Counsel

Signature:

SUBSCRIBED AND SWORN to before me by the above-named Joel Brasfield on

this the 12th day of January, 2026.

Tanisha Braden Cheek

Notary Public in and for the State of Tennessee

TANISHA BRADEN CHEEK
STATE OF TENNESSEE
NOTARY PUBLIC
DAVIDSON COUNTY
MY COMMISSION EXPIRES 9-5-2028

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

US CORRECTIONS, LLC
A PRISONER TRANSPORTATION SERVICES, LLC COMPANY

PO BOX 171078
NASHVILLE, TN 37217
PH: 615.352.9798
FAX: 615.352.9737
INFO@PRISONERTRANSPORT.NET

DIVISION OF WARRANTS AND EXTRADITIONS

January 12th, 2025

Jefferson County Purchasing Department
IFB 25-073/CG
Term Contract for Prisoner Transportation Services

To the reviewing panel,

Below you will find our requested exceptions and deviations to **IFB 25-073/CG** Prisoner Transportation Services for Jefferson County.

4.1 SPECIFICATIONS (pg. 43 of 65)

4.1.3 All prisoners shall be transported by ground unless special circumstances dictate otherwise, and those prisoners will be handled on a case-by-case basis. In the event air services are required to transport prisoners, prior written approval by the Jefferson County Sheriff's Department is required.

We request an exception to this Specification: Please note that on March 25, 2020 we temporarily closed our ground network due to the COVID-19 Pandemic. We currently operate with a Limited Ground Network due to housing facility constraints and adherence to Federal DOT regulations. For transportation needs outside these areas, we offer Air Extradition and Air to Ground Flex services. Please feel free to reach out with any questions or concerns.

4.2 INTERNAL AND EXTERNAL STANDARDS AND GUIDELINES

4.2.3 Contractor must employ pre-employment screening measures for all potential employees, including but not limited to a fingerprint-based background check and a test for the use of controlled substances.

Clarification to this Specification:

Agent Drug Testing and Background Check:
Prior to being offered a position as an US Corrections Extradition Agent. All applicants Must pass a **Level II background check** and never have been convicted of a felony or a violent crime, conforming to *Section 921 of Title 18, United States Code, for Eligibility for Employment*.
Extradition Agents Must be and remain drug free, conforming to *FMCSA requirements, Part 382.*

US CORRECTIONS, LLC
A PRISONER TRANSPORTATION SERVICES, LLC COMPANY

PO BOX 171078
NASHVILLE, TN 37217
PH: 615.352.9798
FAX: 615.352.9737
INFO@PRISONERTRANSPORT.NET

DIVISION OF WARRANTS AND EXTRADITIONS

Services Contract - Indemnification

We propose the following Indemnification language.

Contractor agrees, upon receipt of written notice of a claim or action, to defend the claim or action, or take other appropriate measure to indemnify, and hold harmless the County, its Officers, its Agents, and its Employees from and against all claims and actions for bodily injury, death, or property damages caused by the fault of the Contractor, its Officers, its Agents, or its Employees. The contractor is obligated to indemnify only to the extent of the fault of the Contractor, its Officers, its Agents, or its Employees. However, the Contractor shall have no obligation as set forth above with respect to any claim or action from bodily injury, death or property damages arising out of the fault of the County, its Officers, its Agents, or its Employees.

Services Contract - Forces Majeure
We request the following forces majeure language be incorporated in the resulting agreement.

> ***Neither party shall be liable in damages or have the right to terminate this agreement for any delay or default in performing hereunder if such delay or default is caused by conditions beyond its control or are inadvisable, commercially impracticable, or illegal including by not limited to acts of God, government restrictions (including the denial or cancellation of any necessary license or certification), wars, insurrections, acts of terrorism, threats of terrorism, civil disorder, labor strikes or disruptions, epidemics, pandemics and/or any other cause that is beyond the reasonable control of the party whose performance is affected (including mechanical, electronic, or communications failure). Contractor reserves the right to refuse to move any Prisoner for any reason. Nothing in this agreement shall be construed to obligate the Contractor to accept any move on behalf of the Department under this agreement.***

Please contact me at 615-352-9798 ext. 114 with any questions regarding these exceptions and deviations. Thank you again for your consideration.

Best,

Tanisha Cheek
Business Development Director
U.S. Corrections, LLC
Phone: 615-352-9798 Ext:114
Fax: 615-352-9737

JEFFERSON COUNTY SHERIFF'S OFFICE
Zena Stephens, Sheriff
1001 Pearl Street, Suite 103
Beaumont, TX 77701
(409) 835-8411

Donta Miller
Chief of Law Enforcement
Donta.Miller@jeffcotx.us

John Shauberger
Chief of Corrections
John.Shauberger@jeffcotx.us

January 21, 2026

Correct Solutions Group
192 Bastille Lane, Suite 200
Ruston, LA 71270

Director Tina Hendricks,

As the Elected Sheriff, the Jefferson County Sheriff's Office is directing and authorizing you to provide LEO Technologies, LLC (LEO) with an Application Programming Interface (API) to all inmate communications supported by Correct Solutions Group originating from all correctional facilities under contract with the Jefferson County Sheriff's Office and Correct Solutions Group. Please begin the technical exchanges to have the API functioning by the close of business **on or before 01/30/2026** This directive is in support of several investigations pertinent to my Office.

LEO Technologies, LLC is a technology firm providing proprietary hardware and software to Public Safety and National First Responders. Numerous LEO Technologies employees are current and former law enforcement officers. LEO Technologies offers the following *Software as a Service* (SaaS) that our agency believes will enhance the safety and security of our facility for agency personnel and inmates alike:

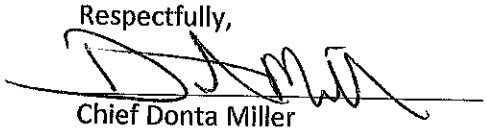
> Verus by LEO Technologies is a proprietary, cloud-based SaaS on the Amazon Web Services (AWS) platform that interfaces with inmate telephone providers and other communication services to monitor authorized inmate communications. The Verus system is the only search and analytics platform for public safety agencies and correctional institutions that proactively enhances public, personnel, and inmate safety. Verus provides the following in near-real-time at full volume to law enforcement agencies: automated transcription of all authorized inmate communications originating within a correctional facility and the software that can search such calls, model-driven analytical processing that provides reports and intelligence notifications in near-real-time about past or potential criminal and safety events, the ability to program automatic searches using multiple keywords about all such calls simultaneously, and algorithm and machine learning capabilities.

Verus is a pointer system that comes with the assistance of POST-certified specialists who support the department's needs at the agency's direction. It allows qualified and vetted end users to vector into authorized inmate communications conducted on authorized devices.

Programmatic (API) access to the phone provider's endpoint is required to achieve processing at scale. This can come from a secure REST or SOAP web service. This API should define a schema of objects pertaining to the call detail record that will be returned and a method of downloading the corresponding audio file. These files should be able to be retrieved in bulk and require some secure authorization. Ideally, this process should be configurable to scale so that requests can be made at appropriate intervals to keep up with the incoming volume.

Thank you very much for your time and timely attention to this request.

Respectfully,



Chief Donta Miller
Jefferson County Sheriff's Office
Law Enforcement Division
O: (409)835-8635
C: (409)284-1082

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 20, 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.
SHERIFF	2017 FORD EXPLORER	1FM5K8AR7HGB22865	36367
SHERIFF	2020 FORD F-150 PICKUP TRUCK	1FTEW1C59LKF11152	36853
contact person: Joe Zurita			

ATTEST _____
DATE 1/22/2026

COMMISSIONERS COURT
JEFFERSON COUNTY, TEXAS

1.27.26

Approved by Commissioners' Court: _____

OFFER AND ACCEPTANCE FORM
OFFER TO CONTRACT

To Jefferson County:

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

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

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

We acknowledge receipt of the following amendment(s): IFB 25-073/CG, #1, #2, _____.

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

LSPT General Operations
Company Name

PO Box 1872
Address

Decatur TX 76234
City State Zip

Tamela Hanes
Signature of Person Authorized to Sign

Tamela Hanes
Printed Name

Owner
Title

For clarification of this offer, contact:

Tamela Hanes - Owner
Name & Title

940-257-8523
Phone Fax

tammiehanes@lspt.net
E-mail

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

ACCEPTANCE OF OFFER

The Offer is hereby accepted for the following items: Re-Bid Term Contract for Prisoner Transportation Services for Jefferson County. Contract Term: One (1) year from date of award with an option to renew for four (4) additional years.

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

This contract shall henceforth be referred to as Contract No. (IFB 25-073/CG), Re-Bid Term Contract for Prisoner Transportation Services for Jefferson County. The Contractor has not been authorized to commence any billable work or to provide any material or service under this contract until Contractor receives a purchase order and/or a notice to proceed from the Jefferson County Purchasing Agent.

COUNTERSIGNED:

Jeff R. Branick, County Judge
JEFFERSON COUNTY, TEXAS

1.27.2026
Date

ATTEST:

Roxanne Acosta Hellberg, County Clerk
JEFFERSON COUNTY, TEXAS

1/27/26
Date

COMMISSIONERS COURT
JEFFERSON COUNTY, TEXAS

Attachment A

Preliminary Tabulation

IFB 25-073/CG

Re Bid Term Contract for Prisoner Transportation Services for Jefferson County

Opening Date: January 14, 2026

	US Corrections/PTS	Tripod Concepts	LSPT General Operations
Item 1: Ground Transportation- Adult			
Price per mile	$1.90	$120.00	$1.50
Minimum Charge	$500.00	$120.00	$500.00
Additional prisoner per mile	$1.50	$100.00	$0.25 (same jail)
Minimum charge additional prisoner	$300.00	$180.00	no
Item 2: Ground Transport- Juvenile			
Price per Mile	$5.75	$100.00	$2.00
Minimum charge	$2,800.00	$120.00	$500.00
Additional priosner per mile	$4.50	$100.00	$0.50 (same jail)
Minimum charge additional prisoner	$2,000.00	$180.00	no
Item 3: Air Transport- Adult	case by case		
Hourly rate per officer		$50.00	$75.00 to $85.00
Minimum charge		$150.00	$1,000.00
Markup on Airfare			no
Item 4: Air Transport- Juvenile	case by case		
Hourly Rate per Officer		$50.00	$125.00
Minimum Charge		$100.00	$2,000.00
Markup on Airfare		$150.00	no
Item 5: Miscellaneous	case by case		
Additional fee for Rush/Expedited Pickup		$300.00	no
Item 6: Miscellaneous	case by case		
Additional fee for Medical Ground Transport			N/A

Satisfactory Rating form FMCSA?	Yes	No	No
Do you have a vaid D.O.T. number?	Yes	No	Yes

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.

Jefferson County

American Rescue Plan Act Obligated Project

Advance Funds Drawdown Request Form

Project Owner

City of Nome, Texas

Project Name / Description

P1 - Lift Station and Force Main Improvements

Primary Project Contact/Requester & Title

Kerry Abner, Mayor

Mailing Address

City of Nome, Texas
Drawer D
Nome, Texas 77629

Request Breakdown

Year:	2026	Advance Drawdown Approved Amount:	$ 299,501.00
Quarter:	1	Validated Total:	$ 0.00
Total Award:	$ 1,300,000.00	Unvalidated Funds Remaining Total:	$ 588,000.00

Please Itemize Cost Estimates/Invoices Covered by this draw down request

Expense Item Description	Est Amount	Actual
1 Construction - Bystar Contracting	$ 588,000.00	
2		
3		
4		
5		
6		
7		
Total Request:	$ 588,000.00	Validated Total $ 0.00
Remaining Unvalidated Funds Adjustment from previous advance:	($ 288,499.00)	Unvalidated Amt $ 588,000.00
Net Drawdown Amount:	$ 299,501.00	

Certification

I certify that information, attachments and exhibits in this request accurately reflect the costs of work to be performed and is in accordance with the associated contract or agreement, has not been previously paid, and that funds will be used for the costs described above.

Kerry Abner — 01/20/2026

Requester Signature & Title — *Date*

Outlook

RE: Next IGT

From Jacob Holt <holt@gl-law.com>
Date Tue 1/20/2026 5:05 PM
To Fran Lee <Fran.Lee@jeffersoncountytx.gov>
Cc Rebekah Patin <Rebekah.Patin@jeffersoncountytx.gov>; Julie Pici <pici@gl-law.com>

Caution! This message was sent from outside your organization. Allow sender | Block sender

Yes, we recommend an IGT of $1.8 million. The IGT must be entered by February 1st with a settlement date of February 2nd. Please let us know if you have any questions. Thanks,

Jacob Holt, Attorney
GJERSET & LORENZ, LLP
Phone: (512) 899-3995
Fax: (512) 899-3939
www.gl-law.com

Caution: this communication may be subject to attorney-client privilege and/or attorney work product. Please do not forward this communication without permission. If you have received this communication in error, please contact us immediately.

From: Fran Lee <Fran.Lee@jeffersoncountytx.gov>
Sent: Tuesday, January 20, 2026 10:57 AM
To: Jacob Holt <holt@gl-law.com>; Julie Pici <pici@gl-law.com>
Cc: Rebekah Patin <Rebekah.Patin@jeffersoncountytx.gov>
Subject: Next IGT

Should we be doing IGT coming up? Please confirm the date and we will be an item on the agenda for the Court to approve the $1.8 million.

Thank you.

Fran Lee
County Auditor
Jefferson County, Texas
1149 Pearl Street 7th Floor
Beaumont, Tx 77701
Phone (409) 835-8500
Fax (409) 839-2369

Please note new email address: Fran.Lee@jeffersoncountytx.gov

Caution: This is an external email. Please take care when clicking links or opening attachments.

Phish Alert | Share to Teams | Zoom

UC Program DY15 IGT Notification – Advance Payment - Jefferson County LPPF

CS Caroline Simpson<caroline@ahcv.com>

To: Fran Lee; Rebekah Patin

Tue 1/20/2026 3:44 PM

Cc: Kimberly Lam <kimberly@ahcv.com>; Justin Flores <justin@ahcv.com>; Colt Sullivan <co

Some content in this message has been blocked because the sender isn't in your Safe senders list. Trust sender | Show blocked content

DY15 Adv Jefferson UC IGT Allo... 124 KB

Caution! This message was sent from outside your organization. Block sender

Hello Jefferson County Team,

As you know, the upcoming UC DY15 Advance IGT is taking place on **Monday, February 2nd**. Accordingly, the hospitals participating within the Jefferson County LPPF would like to request the following IGT amounts noted below. (Please review the accompanying allocations.)

UC DY15 Advance – *total requested IGT amount $6,494,070.17*

Jefferson County should submit one trace sheet and allocation form (attached) for the specific amounts noted above, attributable to each SDA. It is not sufficient to provide one trace sheet.

HHSC requires these amounts to be entered into TexNet no later than the close of business **2/02/2026 with a settlement date of 2/03/2026**. These funds will need to be placed in the **"UC Hospital"** Bucket. Upon successful completion of the IGT, please submit the PDF of the TexNet trace sheets and allocation forms to PFD_UC_Payments@hhs.texas.gov.

AHCV also kindly requests to be copied on the TexNet submission to HHSC on or before the deadline noted above.

Please do not hesitate to contact us with any questions.

Regards,

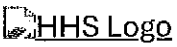
Caroline Simpson | Senior Financial Analyst
Adelanto Healthcare Ventures, L.L.C.

Mobile: 270-991-6430
Web: www.ahcv.com
Email: caroline@ahcv.com
174 Saundersville Road, Suite 503 & 504
Hendersonville, TN 37075

From: Texas Health and Human Services Commission <txhhs@public.govdelivery.com>
Sent: Tuesday, January 13, 2026 1:54 PM
Subject: UC Program DY15 IGT Notification – Advance Payment

CAUTION EXTERNAL EMAIL: This email originated from an external email address. Do not click links, open attachments , or share information unless you recognize the sender and know the content is safe.

Having trouble viewing this email? View it as a Web page.



UC Program DY15 IGT Notification – Advance Payment

HHSC is providing notification of the Intergovernmental Transfers (IGT) for the Uncompensated Care (UC) Demonstration Year (DY) 15 Advance Payment.

DY15 UC Advance Calculation File for Hospitals and Physician Groups was updated as of Jan. 12, 2026. It is available in the "UC Advance Calculation Files" dropdown menu on the Provider Finance Department website.

State Hospitals (except UT Southwestern) must submit a journal entry for the **All Funds/Payment Amount** located in **Column N** of the "UC DY15 Advanced Calculation" tab. The journal entry should be submitted no later than **Feb. 9, 2026**.

IGT transfer amounts for all others (including UT Southwestern) can be found in **Column O** on the same "UC DY15 Advanced Calculation" tab of the DY15 UC Advance Calculation file.

The IGT must be entered into TexNet **no later than the close of business on Feb. 2, 2026**, with a settlement date of Feb. 3, 2026.

- This settlement date is non-negotiable.
- The funds need to be placed in the "UC" Bucket.

Funds should be transferred through TexNet using the TexNet instructions. After transferring funds, email a screenshot or PDF of the confirmation or trace sheet to the Provider Finance Payments UC Team.

NAME	AMOUNT	CHECK NO.[291]	TOTAL
JURY FUND			
DAWN DONUTS	87.00	536062	
CHAPMAN VENDING	151.60	536093	
			238.60**
ROAD & BRIDGE PCT.#1			
CITY OF BEAUMONT - LANDFILL	25.00	535956	
ENTERGY	111.11	535976	
M&D SUPPLY	22.57	535983	
ACE IMAGEWEAR	60.00	535992	
ADVANCE AUTO PARTS	41.86	536049	
SIEBEN EQUIPMENT SERVICE INC	690.00	536056	
WALLER COUNTY ASPHALT	3,826.11	536064	
TEXAS ASSOCIATION OF COUNTIES	375.00	536073	
GULF COAST	1,082.70	536081	
AMAZON CAPITAL SERVICES	13.29	536104	
FUNCTION 4 LLC	95.00	536127	
PYE BARKER FIRE AND SAFETY LLC	250.00	536129	
			6,592.64**
ROAD & BRIDGE PCT.#2			
CENTERPOINT ENERGY RESOURCES CORP	180.83	536026	
FUNCTION 4 LLC	95.00	536127	
			275.83**
ROAD & BRIDGE PCT. # 3			
FARM & HOME SUPPLY	207.57	535970	
ENTERGY	34.29	535976	
PHILPOTT MOTORS, INC.	189.64	535985	
SOUTHEAST TEXAS PARTS AND EQUIPMENT	140.38	536054	
DYNAMIC POWER SYSTEMS	384.29	536109	
MASSEY SERVICES INC	102.00	536111	
FUNCTION 4 LLC	95.00	536127	
			1,153.17**
ROAD & BRIDGE PCT.#4			
SANITARY SUPPLY, INC.	81.91	535989	
UNITED STATES POSTAL SERVICE	8.92	536012	
SAM'S CLUB DIRECT	2,208.66	536047	
US BANK NATIONAL ASSOCIATION	623.69	536122	
FUNCTION 4 LLC	95.00	536127	
			3,018.18**
ENGINEERING FUND			
FUNCTION 4 LLC	95.00	536127	
			95.00**
PARKS & RECREATION			
LOWE'S HOME CENTERS, INC.	145.11	536016	
			145.11**
GENERAL FUND			
TAX OFFICE			
UNITED STATES POSTAL SERVICE	486.68	536012	
WORLD DATA CORPORATION	378.00	536053	
TEXAS ASSOCIATION OF COUNTIES	710.00	536073	
ODP BUSINESS SOLUTIONS, LLC	355.26	536102	
AMAZON CAPITAL SERVICES	25.93	536104	
US BANK NATIONAL ASSOCIATION	27.08	536122	
TREVIPAY	132.00	536124	
FUNCTION 4 LLC	475.00	536127	
			2,589.95*
COUNTY HUMAN RESOURCES			
UNITED STATES POSTAL SERVICE	5.18	536012	
BAPTIST PHYSICIAN NETWORK	190.00	536014	
CONCENTRA MEDICAL CENTERS	95.00	536068	
BLUE TRITON BRANDS INC	65.03	536117	
			355.21*
AUDITOR'S OFFICE			

NAME	AMOUNT	CHECK NO.[292]	TOTAL
UNITED STATES POSTAL SERVICE	2,582.34	536012	
TEXAS ASSOCIATION OF COUNTIES	450.00	536073	
AMAZON CAPITAL SERVICES	28.70	536104	
FUNCTION 4 LLC	155.00	536127	
			3,216.04*
COUNTY CLERK			
JEFFERSON CTY. CLERK	10.50	535951	
FED EX	23.67	535972	
UNITED STATES POSTAL SERVICE	370.18	536012	
FUNCTION 4 LLC	285.00	536127	
			689.35*
COUNTY JUDGE			
UNITED STATES POSTAL SERVICE	5.47	536012	
ROCKY LAWDERMILK	1,800.00	536018	
THE YOES LAW FIRM, LLP	500.00	536027	
LAURIE PEROZZO	350.00	536037	
THE BRINKLEY LAW FIRM, PC	500.00	536095	
FUNCTION 4 LLC	95.00	536127	
			3,250.47*
RISK MANAGEMENT			
UNITED STATES POSTAL SERVICE	7.40	536012	
FUNCTION 4 LLC	95.00	536127	
			102.40*
COUNTY TREASURER			
UNITED STATES POSTAL SERVICE	96.52	536012	
FUNCTION 4 LLC	95.00	536127	
			191.52*
PRINTING DEPARTMENT			
LINDENMEYR MUNROE	663.13	536088	
US BANK NATIONAL ASSOCIATION	336.73	536122	
FUNCTION 4 LLC	719.00	536127	
			1,718.86*
PURCHASING DEPARTMENT			
UNITED STATES POSTAL SERVICE	77.06	536012	
ODP BUSINESS SOLUTIONS, LLC	135.24	536102	
US BANK NATIONAL ASSOCIATION	21.57	536122	
FUNCTION 4 LLC	120.00	536127	
			353.87*
GENERAL SERVICES			
COUNTY JUDGES & COMM. ASSN. OF TX	3,744.00	535966	
CASH ADVANCE ACCOUNT	130.00	535980	
SPINDLETOP MHMR	38,984.75	535981	
CROWN CASTLE INTERNATIONAL	2,059.98	536024	
HILLTOP SECURITIES ASSET MANAGEMENT	1,165.00	536078	
BOSWORTH PAPERS	3,596.25	536090	
			49,679.98*
DATA PROCESSING			
TYLER TECHNOLOGIES INC	3,700.00	536082	
FUNCTION 4 LLC	95.00	536127	
			3,795.00*
VOTERS REGISTRATION DEPT			
UNITED STATES POSTAL SERVICE	8.88	536012	
FUNCTION 4 LLC	95.00	536127	
			103.88*
ELECTIONS DEPARTMENT			
DEPARTMENT OF INFORMATION RESOURCES	.06	536006	
UNITED STATES POSTAL SERVICE	69.18	536012	
AT&T MOBILITY	3,551.97	536061	
AMG PRINTING & MAILING LLC	125.00	536072	
BLUE TRITON BRANDS INC	149.91	536116	
FUNCTION 4 LLC	190.00	536127	
			4,086.12*
DISTRICT ATTORNEY			

NAME	AMOUNT	CHECK NO.[293]	TOTAL
TEXAS DISTRICT & COUNTY ATTY ASSN.	2,665.00	535995	
UNITED STATES POSTAL SERVICE	130.77	536012	
MCM ELEGANTE HOTEL	738.30	536028	
THOMSON REUTERS-WEST	1,027.63	536051	
TRANSUNION RISK AND ALTERNATIVE	2,188.75	536057	
TEXAS WORKFORCE COMMISSION	1,500.00	536060	
ODP BUSINESS SOLUTIONS, LLC	1,702.10	536102	
THE MONOGRAM SHOP	386.24	536107	
US BANK NATIONAL ASSOCIATION	65.00	536122	
FUNCTION 4 LLC	380.00	536127	
			10,783.79*
DISTRICT CLERK			
COUNTY & DISTRICT CLERK ASSN. OF TX	40.00	536000	
UNITED STATES POSTAL SERVICE	425.13	536012	
TEXAS ASSOCIATION OF COUNTIES	150.00	536074	
ODP BUSINESS SOLUTIONS, LLC	51.57	536102	
AERIALINK	213.02	536112	
FUNCTION 4 LLC	95.00	536127	
			974.72*
CRIMINAL DISTRICT COURT			
KIMBERLY R. BROUSSARD	1,661.00	536036	
ODP BUSINESS SOLUTIONS, LLC	299.10	536102	
FUNCTION 4 LLC	190.00	536127	
			2,150.10*
58TH DISTRICT COURT			
ODP BUSINESS SOLUTIONS, LLC	54.72	536102	
			54.72*
60TH DISTRICT COURT			
UNITED STATES POSTAL SERVICE	24.20	536012	
US BANK NATIONAL ASSOCIATION	207.79	536122	
FUNCTION 4 LLC	95.00	536127	
			326.99*
136TH DISTRICT COURT			
LEXIS-NEXIS	125.00	536013	
FUNCTION 4 LLC	95.00	536127	
			220.00*
172ND DISTRICT COURT			
FUNCTION 4 LLC	95.00	536127	
			95.00*
252ND DISTRICT COURT			
THOMAS J. BURBANK PC	1,500.00	535959	
TDCJ - CASHIERS OFFICE	2,590.00	535960	
EDWARD B. GRIPON, M.D., P.A.	5,970.00	535975	
WENDELL RADFORD	800.00	535988	
TAMARA DEROUEN	44.00	536001	
MSC SYSTEMS	2,584.00	536002	
UNITED STATES POSTAL SERVICE	11.47	536012	
SUMMER TANNER	280.50	536030	
LAURIE PEROZZO	800.00	536037	
M.K. HAMZA, PHD, P.A.	1,800.00	536048	
AMAZON CAPITAL SERVICES	696.99	536104	
FUNCTION 4 LLC	190.00	536127	
			17,266.96*
279TH DISTRICT COURT			
SOUTHEAST TEXAS WATER	53.95	535994	
UNITED STATES POSTAL SERVICE	46.62	536012	
REALTIME REPORTING SERVICES INC.	610.30	536040	
THOMSON REUTERS-WEST	63.00	536051	
FUNCTION 4 LLC	95.00	536127	
			868.87*
317TH DISTRICT COURT			
MARVA PROVO	325.00	535987	
KEVIN PAULA SEKALY PC	2,075.00	535990	
GLEN M. CROCKER	650.00	536015	

NAME	AMOUNT	CHECK NO.[294]	TOTAL
KIMBERLY PHELAN, P.C.	1,090.00	536029	
FUNCTION 4 LLC	95.00	536127	
			4,235.00*
JUSTICE COURT-PCT 1 PL 1			
SOUTHEAST TEXAS WATER	38.73	535993	
UNITED STATES POSTAL SERVICE	14.06	536012	
			52.79*
JUSTICE COURT-PCT 1 PL 2			
UNITED STATES POSTAL SERVICE	97.29	536012	
FUNCTION 4 LLC	95.00	536127	
			192.29*
JUSTICE COURT-PCT 2			
FAST SIGNS, INC.	180.00	535971	
			180.00*
JUSTICE COURT-PCT 4			
DEPARTMENT OF INFORMATION RESOURCES	.07	536006	
ODP BUSINESS SOLUTIONS, LLC	129.64	536102	
FUNCTION 4 LLC	95.00	536127	
			224.71*
JUSTICE COURT-PCT 6			
UNITED STATES POSTAL SERVICE	38.35	536012	
DIRECTV, LLC	111.99	536096	
FUNCTION 4 LLC	95.00	536127	
			245.34*
JUSTICE COURT-PCT 7			
DEPARTMENT OF INFORMATION RESOURCES	.01	536006	
			.01*
JUSTICE OF PEACE PCT. 8			
FUNCTION 4 LLC	95.00	536127	
			95.00*
COUNTY COURT AT LAW NO.1			
UNITED STATES POSTAL SERVICE	8.88	536012	
US BANK NATIONAL ASSOCIATION	104.89	536122	
			113.77*
COUNTY COURT AT LAW NO. 2			
TODD W LEBLANC	825.00	535952	
JACK LAWRENCE	350.00	535954	
EDWARD B. GRIPON, M.D., P.A.	4,075.00	535975	
JOHN EUGENE MACEY	350.00	535984	
MARVA PROVO	425.00	535987	
UNITED STATES POSTAL SERVICE	23.68	536012	
LANGSTON ADAMS	425.00	536019	
MATUSKA LAW FIRM	350.00	536055	
THE LAW OFFICE OF CHRISTY L CAUTHEN	750.00	536108	
FUNCTION 4 LLC	142.50	536127	
			7,716.18*
COUNTY COURT AT LAW NO. 3			
TODD W LEBLANC	2,400.00	535952	
A. MARK FAGGARD	350.00	535969	
MARVA PROVO	350.00	535987	
UNITED STATES POSTAL SERVICE	10.36	536012	
JENNIFER DELAGE	1,125.00	536065	
THE LAW OFFICE OF CHRISTY L CAUTHEN	700.00	536108	
BLUE TRITON BRANDS INC	67.96	536118	
FUNCTION 4 LLC	142.50	536127	
			5,145.82*
COURT MASTER			
UNITED STATES POSTAL SERVICE	2.96	536012	
ODP BUSINESS SOLUTIONS, LLC	330.99	536102	
FUNCTION 4 LLC	95.00	536127	
			428.95*
MEDIATION CENTER			

NAME	AMOUNT	CHECK NO.[295]	TOTAL
TREVIPAY	366.23	536124	
FUNCTION 4 LLC	95.00	536127	
			461.23*
COMMUNITY SUPERVISION			
FUNCTION 4 LLC	380.00	536127	
			380.00*
SHERIFF'S DEPARTMENT			
EQUINE MEDICINE & SURGERY	40.00	535968	
FED EX	9.95	535973	
WESCO DISTRIBUTION, INC.	630.18	535998	
DEPARTMENT OF INFORMATION RESOURCES	537.28	536006	
UNITED STATES POSTAL SERVICE	2,877.05	536012	
TEXAS COMMISSION ON LAW ENFORCEMENT	1,500.00	536035	
NIGHT FLIGHT CONCEPTS INC	642.20	536044	
RITA HURT	275.00	536045	
GALLS LLC	321.13	536059	
BEARCOM / KAY ELECTRONICS	1,337.50	536079	
COTTON CARGO	24.00	536080	
T-MOBILE USA INC.	50.00	536100	
ODP BUSINESS SOLUTIONS, LLC	581.61	536102	
AMAZON CAPITAL SERVICES	27.98	536104	
BEAUMONT OCCUPATIONAL SERVICES	481.85	536105	
FUNCTION 4 LLC	855.00	536127	
			10,190.73*
CRIME LABORATORY			
W.W. GRAINGER, INC.	31.32	535974	
LYNN PEAVEY CO., INC.	73.83	535982	
THERMAL SCIENTIFIC, INC.	359.10	535996	
CLAN LAB INVESTIGATING CHEMISTS	200.00	536020	
NMS LABS	44,523.00	536038	
FERGUSON ENTERPRISES INC	107.72	536069	
AIRGAS USA, LLC	374.65	536075	
WORKQUEST	185.80	536094	
ODP BUSINESS SOLUTIONS, LLC	81.98	536102	
US BANK NATIONAL ASSOCIATION	108.50	536122	
FUNCTION 4 LLC	95.00	536127	
			45,925.46*
JAIL - NO. 2			
JOHNSTONE SUPPLY	123.40	535955	
BELL FENCE MFG. CO.	105.60	535958	
CITY OF BEAUMONT - WATER DEPT.	33,320.39	535962	
W.W. GRAINGER, INC.	68.75	535974	
M&D SUPPLY	392.27	535983	
LOWE'S HOME CENTERS, INC.	807.77	536016	
TEXAS GAS SERVICE	1,116.44	536021	
CONSTELLATION NEWENERGY - GAS DIVIS	3,458.43	536050	
THOMSON REUTERS-WEST	3,938.21	536051	
GALLS LLC	574.92	536059	
FERGUSON ENTERPRISES INC	11,535.95	536069	
BEARCOM / KAY ELECTRONICS	970.95	536079	
I-CON SYSTEMS INC	935.00	536089	
AERO PERFORMANCE	103.52	536103	
PTS OF AMERICA LLC	12,967.00	536115	
TURN KEY HEALTH CLINICS LLC	752,139.81	536119	
3R TRUCK SERVICES LLC	212.69	536121	
FUNCTION 4 LLC	755.00	536127	
			823,526.10*
JUVENILE PROBATION DEPT.			
UNITED STATES POSTAL SERVICE	2.22	536012	
NISHA AMIN	415.00	536033	
FUNCTION 4 LLC	190.00	536127	
			607.22*
JUVENILE DETENTION HOME			
CITY OF BEAUMONT - WATER DEPT.	6,144.44	535962	
CENTERPOINT ENERGY RESOURCES CORP	221.88	536026	
FUNCTION 4 LLC	95.00	536127	
			6,461.32*
CONSTABLE PCT 1			

NAME	AMOUNT	CHECK NO.[296]	TOTAL
UNITED STATES POSTAL SERVICE	41.89	536012	
PAT MCCARTHY PRODUCTIONS INC	495.00	536042	
TND WORKWEAR CO LLC	34.95	536067	
TEXAS ASSOCIATION OF COUNTIES	205.00	536073	
GOT YOU COVERED WORK WEAR & UNIFORM	2,136.55	536097	
			2,913.39*
CONSTABLE-PCT 4			
FUNCTION 4 LLC	95.00	536127	
			95.00*
CONSTABLE-PCT 6			
UNITED STATES POSTAL SERVICE	31.97	536012	
FUNCTION 4 LLC	95.00	536127	
			126.97*
CONSTABLE PCT. 8			
TEXAS ASSOCIATION OF COUNTIES	115.00	536073	
AMAZON CAPITAL SERVICES	293.27	536104	
A1 TINT AND ACCESSORIES INC	1,859.00	536123	
			2,267.27*
COUNTY MORGUE			
FORENSIC MEDICAL	126,360.00	536077	
			126,360.00*
AGRICULTURE EXTENSION SVC			
US BANK NATIONAL ASSOCIATION	90.00	536122	
TREVIPAY	262.44	536124	
FUNCTION 4 LLC	155.00	536127	
			507.44*
MOBILE UNIT			
MCKESSON MEDICAL-SURGICAL INC	3,791.41	536004	
ODP BUSINESS SOLUTIONS, LLC	215.24	536102	
			4,006.65*
HEALTH AND WELFARE NO. 1			
CLAYBAR FUNERAL HOME, INC.	1,800.00	535963	
MCKESSON MEDICAL-SURGICAL INC	4,761.18	536004	
UNITED STATES POSTAL SERVICE	78.48	536012	
EZEA D EDE MD	350.00	536085	
EZEA D EDE MD	3,297.95	536086	
ODP BUSINESS SOLUTIONS, LLC	123.84	536102	
FUNCTION 4 LLC	190.00	536127	
			10,601.45*
HEALTH AND WELFARE NO. 2			
CLAYBAR FUNERAL HOME, INC.	900.00	535964	
ENTERGY	70.00	535977	
MCKESSON MEDICAL-SURGICAL INC	1,266.06	536004	
KAYLEE BENNETT	50.03	536083	
EZEA D EDE MD	350.00	536085	
EZEA D EDE MD	3,297.95	536086	
FUNCTION 4 LLC	190.00	536127	
			6,124.04*
NURSE PRACTITIONER			
MCKESSON MEDICAL-SURGICAL INC	2,211.74	536004	
SERVET MUHITTIN SATIR	1,000.00	536092	
FUNCTION 4 LLC	95.00	536127	
			3,306.74*
ENVIRONMENTAL CONTROL			
POSTMASTER	468.00	535986	
MCKESSON MEDICAL-SURGICAL INC	28.06	536004	
FUNCTION 4 LLC	95.00	536127	
			591.06*
INDIGENT MEDICAL SERVICES			
LEXISNEXIS MATTHEW BENDER	97.08	536017	
			97.08*
EMERGENCY MANAGEMENT			

NAME	AMOUNT	CHECK NO.297	TOTAL
SILSBEE FORD INC	49,141.20	536052	
US BANK NATIONAL ASSOCIATION	698.00	536122	
TREVIPAY	72.99	536124	
			49,912.19*
MAINTENANCE-BEAUMONT			
MARK'S PLUMBING PARTS	263.32	535950	
CITY OF BEAUMONT - LANDFILL	25.00	535956	
THE LABICHE ARCHITECTURAL GROUP	8,000.00	535957	
COBURN SUPPLY COMPANY INC	298.24	535965	
W.W. GRAINGER, INC.	91.60	535974	
M&D SUPPLY	146.06	535983	
ACE IMAGEWEAR	506.36	535992	
REFLECTIONS	130.00	536005	
DEPARTMENT OF INFORMATION RESOURCES	2.17	536006	
TEXAS FIRE & COMMUNICATIONS	105.00	536009	
OTIS ELEVATOR COMPANY	2,808.46	536023	
A1 FILTER SERVICE COMPANY	1,855.00	536043	
FLOOR CARE & INTERIOR	4,075.00	536071	
MASSEY SERVICES INC	163.00	536111	
FUNCTION 4 LLC	95.00	536127	
LEVELED CONCRETE	22,550.00	536128	
			41,114.21*
MAINTENANCE-PORT ARTHUR			
COOK'S NURSERY	189.90	536039	
PRO CHEM INC	155.24	536046	
MASSEY SERVICES INC	44.00	536111	
FUNCTION 4 LLC	190.00	536127	
			579.14*
MAINTENANCE-MID COUNTY			
CENTERPOINT ENERGY RESOURCES CORP	367.82	536026	
FUNCTION 4 LLC	95.00	536127	
			462.82*
SERVICE CENTER			
SPIDLE & SPIDLE	2,292.20	535953	
W.W. GRAINGER, INC.	2,300.93	535974	
J.K. CHEVROLET CO.	185.39	535978	
M&D SUPPLY	84.61	535983	
PHILPOTT MOTORS, INC.	49.69	535985	
DEPARTMENT OF INFORMATION RESOURCES	.02	536006	
AUTO TRIM EXPRESS	235.00	536008	
VOYAGER FLEET SYSTEM, INC.	19,950.17	536022	
BUMPER TO BUMPER	82.34	536025	
MIGHTY OF SOUTHEAST TEXAS	108.77	536041	
ADVANCE AUTO PARTS	150.34	536049	
CINTAS CORPORATION	49.12	536063	
US BANK NATIONAL ASSOCIATION	51.38	536122	
FUNCTION 4 LLC	95.00	536127	
SARAH HILL	65.00	536130	
			25,699.96*
VETERANS SERVICE			
UNITED STATES POSTAL SERVICE	6.28	536012	
FUNCTION 4 LLC	190.00	536127	
			196.28*
			1,284,017.41**
MOSQUITO CONTROL FUND			
JACK BROOKS REGIONAL AIRPORT	300.68	535979	
ACE IMAGEWEAR	167.48	535992	
TRIANGLE ENGINE DIST.	177.64	535997	
CENTERPOINT ENERGY RESOURCES CORP	327.21	536026	
US BANK NATIONAL ASSOCIATION	30.44	536122	
FUNCTION 4 LLC	95.00	536127	
			1,098.45**
FAMILY GROUP CONFERENCING			
FUNCTION 4 LLC	95.00	536127	
			95.00**
J.C. FAMILY TREATMENT			

NAME	AMOUNT	CHECK NO.[298]	TOTAL
REDWOOD TOXICOLOGY LABORATORY, INC	267.50	536031	
MARY BEVIL	1,232.00	536084	
ROXANNE RENEE EVANS	540.00	536120	
			2,039.50**
LAW LIBRARY FUND			
THOMSON REUTERS-WEST	2,486.14	536051	
			2,486.14**
JUVENILE PROB & DET. FUND			
NISHA AMIN	450.00	536033	
			450.00**
COMMUNITY SUPERVISION FND			
UNITED STATES POSTAL SERVICE	93.52	536012	
FUNCTION 4 LLC	95.00	536127	
			188.52**
COMMUNITY CORRECTIONS PRG			
FUNCTION 4 LLC	95.00	536127	
			95.00**
DRUG DIVERSION PROGRAM			
FUNCTION 4 LLC	95.00	536127	
			95.00**
LAW OFFICER TRAINING GRT			
VECTOR SECURITY	134.85	536070	
			134.85**
HOTEL OCCUPANCY TAX FUND			
CINTAS, INC.	301.15	535961	
ELLIS POTTERY	48.70	535967	
DEPARTMENT OF INFORMATION RESOURCES	.73	536006	
US BANK NATIONAL ASSOCIATION	185.90	536122	
			536.48**
DISTRICT CLK RECORDS MGMT			
FUNCTION 4 LLC	190.00	536127	
			190.00**
2019 CERTIFICATES OBLIG			
HILLTOP SECURITIES ASSET MANAGEMENT	1,820.00	536078	
			1,820.00**
AIRPORT FUND			
SPIDLE & SPIDLE	1,328.37	535953	
COBURN SUPPLY COMPANY INC	56.98	535965	
LOWE'S HOME CENTERS, INC.	764.24	536016	
CENTERPOINT ENERGY RESOURCES CORP	1,031.97	536026	
MID COUNTY PLUMBING	600.00	536032	
BK INDUSTRIAL SOLUTIONS LLC	297.84	536058	
EAGLE PUMP & METERS INC	1,217.00	536066	
TITAN AVIATION FUELS	96,344.51	536076	
JM TEST SYSTEMS INC	102.50	536087	
CHARTER COMMUNICATIONS	125.65	536099	
ODP BUSINESS SOLUTIONS, LLC	382.55	536102	
AMAZON CAPITAL SERVICES	557.04	536104	
MASSEY SERVICES INC	22.00	536111	
FUNCTION 4 LLC	95.00	536127	
PYE BARKER FIRE AND SAFETY LLC	250.00	536129	
			103,175.65**
SE TX EMP. BENEFIT POOL			
RETIREE FIRST	231,398.09	536110	
LIVINITI LLC	192,049.31	536114	
			423,447.40**
LANGUAGE ACCESS FUND			
MASTERWORD SERVICES, INC	2,010.07	536098	
RUBEN ZAPATA	400.00	536106	
ERIKA BURGE	200.00	536113	
			2,610.07**
ARPA CORONAVIRUS RECOVERY			

NAME	AMOUNT	CHECK NO.[299]	TOTAL
W. JEFFERSON COUNTY M.W.D.	1,066,895.49	535999	
JEFFERSON CTY. WATER DISTRICT #10	153,485.50	536007	
PREFERRED FACILITIES GROUP-USA, LLC	143,311.70	536091	
			1,363,692.69**
APPELLATE JUDICIAL SYSTEM			
9TH COURT OF APPEALS	2,042.24	536034	
			2,042.24**
MARINE DIVISION			
SETZER HARDWARE, INC.	128.72	535991	
VERIZON WIRELESS	151.96	536010	
FERGUSON ENTERPRISES INC	562.56	536069	
			843.24**
SHERIFF - COMMISSARY			
MCKESSON MEDICAL-SURGICAL INC	2,119.67	536004	
			2,119.67**
			3,202,695.84***

Resolution

STATE OF TEXAS	§	COMMISSIONERS COURT
	§	
COUNTY OF JEFFERSON	§	OF JEFFERSON COUNTY, TEXAS

BE IT REMEMBERED at a meeting of Commissioners Court of Jefferson County, Texas, held on the 27 day of January, 2026 on motion made by Michael S. Sinegal, Commissioner of Precinct No. 3, and seconded by Brandon Willis, Commissioner of Precinct No. 1, the following Resolution was adopted:

WHEREAS, The Commissioners Court of Jefferson County, Texas finds it in the best interest of the citizens of the Jefferson County that the Jefferson County Family Intervention Recovery Service Treatment be operated for the 2026-2027 fiscal year and the grant funds may be available through criminal Justice Division; and

WHEREAS, Commissioners Court of Jefferson County recognizes that the Court has been established since June 2005 and will continue to be operational for the 2026-2027 fiscal year,

WHEREAS, Commissioners Court of Jefferson County agrees that in the event of loss or misuse of the Criminal Justice Division Funds Commissioners court of Jefferson County assures that the funds will be returned to the Criminal Justice Division in full; and

WHEREAS, Commissioners Court of Jefferson County designates the County Judge, as the grantee's authorized official and authorized official is given the authority to apply for, accept, reject or terminate the grant on behalf of the applicant agency; and

WHEREAS, Commissioners Court of Jefferson County designates the County Auditor as the grantee's financial officer. The financial officer is given the power to submit financial and/or programmatic reports or alter a grant.

WHEREAS, this grant will not require matching funds and it is a grant that is sought annually.

NOW, THEREFORE, BE IT RESOLVED Commissioners Court of Jefferson County hereby approves submission of the grant application for the Jefferson County Family Intervention Recovery Service Treatment to the Office of the Governor, Criminal Justice Division.

Grant / Application Number 1869021

Signed this 27th day of January, 2026

JUDGE JEFF R. BRANICK
County Judge

COMMISSIONER BRANDON WILLIS
Precinct No. 1

COMMISSIONER MICHAEL S. SINEGAL
Precinct No. 3

COMMISSIONER CARY ERICKSON
Precinct No. 2

COMMISSIONER EVERETTE D. ALFRED
Precinct No. 4

Resolution

STATE OF TEXAS § COMMISSIONERS COURT
§
COUNTY OF JEFFERSON § OF JEFFERSON COUNTY, TEXAS

BE IT REMEMBERED at a meeting of Commissioners' Court of Jefferson County, Texas, held on the 27 day of January, 2026, on motion made by Michael S. Sinegal, Commissioner of Precinct No. 3, and seconded by Brandon Willis, Commissioner of Precinct No. 1, the following Resolution was adopted:

WHEREAS, The Commissioners Court of Jefferson County, Texas finds it in the best interest of the citizens of the Jefferson County that the Jefferson County Family Treatment Drug Court be operated for the 2026-2027 fiscal year and that grant funds may be available through Criminal Justice Division; and

WHEREAS Commissioners Court of Jefferson County agrees that in the event of loss or misuse of Criminal Justice Division Funds Commissioners Court of Jefferson County assures that the funds will be returned to the Criminal Justice in full; and that the funds will be returned to the Foundation for Southeast Texas if the grant project is not completed or the funds are not used; and

WHEREAS, Commissioners Court of Jefferson County designates Judge Jeff Branick, County Judge, as the grantee's authorized official and the authorized official is given the power to apply for, accept, reject, alter or terminate the grant on behalf of the applicant agency; and

WHEREAS, this grant will not require matching funds and it is a grant sought annually.

NOW, THEREFORE, BE IT RESOLVED Commissioners Court of Jefferson County hereby approves submission of the grant application for the Jefferson County Family Treatment Drug Court to the Foundation for Southeast Texas.

Grant / Application Number 1869021

SIGNED this 27th day of January, 2026.

JUDGE JEFF R. BRANICK
County Judge

COMMISSIONER BRANDON WILLIS
Precinct No. 1

COMMISSIONER MICHAEL S. SINEGAL
Precinct No. 3

COMMISSIONER CARY ERICKSON
Precinct No. 2

COMMISSIONER EVERETTE D. ALFRED
Precinct No. 4

Updated: 12/10/25

STATE OF TEXAS §
§
COUNTY OF JEFFERSON §

ABATEMENT AGREEMENT WITH BEAUMONT BULK SOLUTIONS LLC (PHASE 1 IMPORT TERMINAL) FOR PROPERTY LOCATED IN THE PROJECT CEMENT REINVESTMENT ZONE

Pursuant to Section 312.401 of the Texas Tax Code, this Tax Abatement Agreement (hereinafter referred to as the "AGREEMENT") is made and entered into by and between Jefferson County (hereinafter sometimes referred to as "the COUNTY"), and Beaumont Bulk Solutions LLC (hereinafter referred to as "BBS" or "OWNER").

1. RECITALS

WHEREAS, OWNER possesses interests in taxable real property located within the Project Cement Reinvestment Zone, the designation of which was implemented by the COUNTY by an Order dated September 16, 2025 (hereinafter referred to as the "REINVESTMENT ZONE"; and

WHEREAS, this AGREEMENT is limited to the project to be constructed by OWNER, on various parcels of land located within the REINVESTMENT ZONE, which is described with particularity in Exhibit "A" attached hereto and which will involve construction of a state-of-the-art import terminal for cementitious materials and related improvements (hereinafter referred to collectively as the "PROJECT"); and

WHEREAS the COUNTY wishes to encourage OWNER to select Jefferson County as the site for the PROJECT; and

WHEREAS, the REINVESTMENT ZONE is an area within Jefferson County, Texas, generally described as being within Beaumont, Texas, which has been designated by Order of this Court, the legal description for which is attached hereto as Exhibit "C." It is understood and agreed that the REINVESTMENT ZONE boundary is subject to revision based on the final construction plan of the PROJECT, and the COUNTY agrees to take the

steps necessary to amend the REINVESTMENT ZONE boundary, consistent with such final PROJECT, upon request of OWNER.

NOW, THEREFORE, for the mutual consideration set forth below, the Parties hereto agree as follows:

2. AUTHORIZATION

THIS AGREEMENT IS AUTHORIZED BY THE TEXAS PROPERTY REDEVELOPMENT AND TAX ABATEMENT ACT, TEX. TAX CODE CHAPTER 312, AS AMENDED, AND BY ORDER OF THE JEFFERSON COUNTY COMMISSIONERS COURT ESTABLISHING AND ADOPTING THE PROJECT CEMENT REINVESTMENT ZONE.

3. DEFINITIONS

For purposes of this AGREEMENT, the following terms shall have the meanings set forth below:

"Abatement" means the full or partial exemption from ad valorem taxes of the value of certain property located in the REINVESTMENT ZONE designated for economic development purposes.

"Abatement Period Notice" has the meaning given in Section 4.

"Affiliate" of any specified person or entity means any other person or entity which, directly or indirectly, through one or more intermediaries, controls, or is controlled by, or is under common control with such specified person or entity. For purposes of this definition, the term "control" (including the terms "controlled by" and "under common control with") means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such person or entity, whether through the ownership of voting securities, by contract or otherwise.

"Base Year Value" means the taxable value of all industrial realty improvements owned by the property owner and/or its Affiliates within Jefferson County on January 1 preceding the execution of the abatement agreement. OWNER will, in consultation with the Jefferson County Appraisal District, provide the COUNTY with a list of the Jefferson County Appraisal District account numbers identifying the industrial realty improvements owned by the property owner and/or its Affiliates and the taxable value thereof on January 1 preceding the execution of the abatement agreement for use in preparing the schedule to be attached as an exhibit to the abatement agreement before execution specifying the Base Year Value for all purposes of the abatement agreement.

"Base year", for the parties to this agreement, is defined as the calendar year in which this abatement contract is executed (signed) by all parties hereto.

"Ineligible Property" is fully taxable and ineligible for tax abatement and includes land, supplies, inventory, housing, vehicles, improvements for the generation or transmission of electrical energy not wholly consumed by a new facility or expansion; any improvements, including those to produce, store or distribute natural gas, fluids or gasses, which are not integral to the operation of the facility; deferred maintenance, property to be rented or leased, property which has a productive life of less than ten years, or any other property for which abatement is not allowed by state law.

"Effective Date" has the meaning given in Section 4.

"Eligible Property" means the realty improvements, the on-site buildings, structures, fixed machinery and equipment, storage tanks, process units (including all integral components necessary for operations), site improvements, and infrastructure and the permanent office space and related fixed improvements, as defined by the Tax Code but does not include personal tangible property.

"New Eligible Property" means Eligible Property, the construction of which commences subsequent to the effective date of this AGREEMENT. During the construction phase of the New Eligible Property, the OWNER may make such change orders to the New Eligible Property as are reasonably necessary to accomplish its intended use. It is expressly understood that, notwithstanding anything to the contrary written herein, energy, electricity, manufacturing supplies (e.g. foreign manufactured catalysts), feedstocks, freight, and direct materials that physically become a part of the end product manufactured by the PROJECT) are not subject to the terms of this AGREEMENT.

"Taxable Value" for each taxing entity executing an abatement agreement is determined by deducting from the Market Value of all industrial realty improvements of a property owner and/or its affiliates the amount of any applicable exemptions and abatements granted for that Tax Year.

"Completion" as used herein, shall mean, the successful commissioning of the PROJECT and the attainment of reliable operations. OWNER shall certify in writing to the COUNTY when such Completion is attained.

"Full-time equivalents" ("FTEs"), as used herein, shall mean a permanent full-time equivalent position that: requires at least 1,600 hours of work per year, and pays at least an average of $64,647 which is 110% of the annualized county average weekly wage for jobs in Jefferson County, Texas as published by the U.S. Bureau Labor of Statistics for the Beaumont-Port Arthur Metropolitan Statistical Area for 3rd quarter of 2024 (the most recent wage data available as of the Effective Date). It is acknowledged and agreed that the Owner will not have the ability to collect hours of work per year for certain of the FTEs. In those cases, the FTEs will be computed based upon the tonnage handled by the FTEs. Refer to Exhibit G for the methodology to be used by category of FTE.

"Payment in Lieu of Taxes". If, during the period of this abatement, any Federal or State law provides an additional tax exemption for the property that is already the subject of this agreement, Applicant agrees to decline that tax exemption during the period of this abatement. If Applicant is unable to decline that tax exemption, Applicant agrees to pay the taxes, or payment in lieu of taxes, on the reduction of property tax revenue to the COUNTY that is the result of said exemption. Any payment in lieu of taxes shall be due on or before November 15 of the year in which payment is due.

4. TERM OF ABATEMENT

This AGREEMENT shall be effective and enforceable upon execution by all parties (which date is herein referred to as the "Effective Date"). The Term of the Abatement pursuant to this AGREEMENT shall be a period of ten (10) consecutive tax years beginning on January 1 of the tax year following completion of the PROJECT, as specified by OWNER in a written notice to the COUNTY ("Abatement Period Notice"), unless sooner terminated pursuant to other provisions of this AGREEMENT. Construction of the PROJECT shall begin by the "Construction Commencement Date", which shall be December 31, 2027. OWNER shall have the option to request, at least ninety (90) days prior to the then-current Construction Commencement Date, one-year extension(s) to the then-current Construction Commencement Date, with approval from the COUNTY of such request not to be unreasonably withheld or delayed. Should OWNER not begin the construction of the PROJECT by the Construction Commencement Date, this AGREEMENT shall be null and void.

5. OWNER REPRESENTATIONS/OBLIGATIONS

In order to receive a tax abatement with respect to a tax year listed on EXHIBIT A-1: " Tax Abatement Schedule," OWNER shall comply with the following:

a. As a result of the PROJECT, and upon its Completion, maintain a level of not less than 39, 50, 61 and 74 new full-time equivalents during the first, second, third and fourth operating year, respectively, (consisting of permanent direct full-time equivalents, permanent contractor full-time equivalents, and other individuals supporting the PROJECT, whether employed by the OWNER, its parent or affiliated entities, or by third-party service providers), using headcount as of the date this AGREEMENT is executed as the baseline for determining new full-time equivalents; provided, however that OWNER may reduce employment levels due to improved efficiencies or changing economic conditions during the term of this AGREEMENT as long as such employment levels do not fall below 39, 50, 61, and 74 full-time equivalents during the first, second, third and fourth operating year, respectively, of said term. In the event that such employment falls below such full-time equivalents during the first, second, third and fourth operating year, Abatement shall be reduced proportionate to such employment decline beginning with the tax year in which the decline occurs and each tax year thereafter per the example calculation cited below where:

A1 = initial Abatement $s
A2 = revised Abatement $s
E1 = 74 full-time jobs
E2 = revised employee count
A2 = A1 x (E2/E1)

b. Report and certify the requisite job levels to the COUNTY, annually during each tax year under this AGREEMENT;

c. Construct the PROJECT with an estimated investment of not less than $135 million;

d. Make available to the COUNTY information concerning the details of contractor bids, every quarter, during the construction phase of the PROJECT under the express understanding that OWNER is providing the COUNTY such contractor bid information on a strictly confidential basis so as to maintain the integrity of the competitive bid process and will provide this information in a format similar to that provided by the Commissioners Court.

e. Report and certify to the COUNTY the requisite cost of the PROJECT within 120 days after the completion of the PROJECT (or 120 days after the Effective Date, whichever is later);

f. Ensure that qualified local labor, vendors, suppliers, and sub-contractors are given a timely opportunity to bid on contracts for the provision of supplies, goods and services (including engineering and construction services, *e.g.*, piping, electrical, civil, fabrication) in connection with construction of the PROJECT and any turnaround project which is undertaken as part of or in connection with the PROJECT during the term of the abatement period. Such consideration shall be made in good faith without discrimination. For purposes of the foregoing:

i. "Local labor" is defined as those qualified laborers or craftsmen who are residents and domiciliaries of the nine county regions comprised of Jefferson, Orange, Hardin, Jasper, Newton, Liberty, Tyler and Chambers Counties, as well as the Bolivar Peninsula area of Galveston County. "Local vendors" and "local suppliers" shall include only those located or having a principal office in Jefferson County. "Local subcontractors" shall include only those located or having a principal office in Jefferson County.

ii. OWNER agrees to give preference and priority to local manufacturers, suppliers, vendors, contractors and labor, except where not reasonably possible to do so without significant added expense, substantial inconvenience, or sacrifice in operating efficiency. For any such exception in cases involving purchases over $100,000, a justification for such purchase shall be included in OWNER'S annual letter of compliance. OWNER further acknowledges that it is a contractual obligation, under this

agreement, of persons receiving property tax abatements to favor local manufacturers, suppliers, contractors, and labor, all other factors being equal. In the event of a breach of this "buy local" provision, OWNER agrees that the percentage of abatement shall be proportionately reduced in an amount equal to the amount the disqualified contract bears to the total construction cost for the PROJECT.

iii. OWNER agrees that it will provide sufficient notice and information regarding the PROJECT to qualified local vendors and contractors to enable them to submit bids for materials in the initial procurement processes, including but not limited PROJECT information provided in job fairs to be conducted by OWNER or on OWNER'S behalf by local, regional or state workforce development organizations or agencies in connection to the PROJECT.

g. Report and certify to the COUNTY, quarterly the total number of dollars spent on local labor, local subcontractors and local vendors/suppliers, as total and percentage compared to total dollars spent in connection with the PROJECT;

h. OWNER will invoice purchases locally to ensure that sales taxes credited to the benefit of Jefferson County, Texas. For construction of the PROJECT, the OWNER may pursue either a "Separate Contract" structure as defined in 34 Texas Administrative Code § 3.291(a)(13) or a lump-sum contracting structure as defined in 34 Texas Administrative Code § 3.291(a)(8).

If the OWNER elects to use a Separate Contract structure, the OWNER will obtain and maintain a Texas Direct Payment Permit (DPP), issue a DPP exemption certificate to the prime contractors in lieu of sales tax, and directly remit all applicable state and local use taxes on taxable purchases made for use in the PROJECT through its Texas Direct Payment Return. If the OWNER elects to use a lump-sum contracting structure, the OWNER will not seek sales or use tax exemption for eligible costs under Texas Tax Code § 151.318, and all applicable sales and use taxes will be charged, paid, and remitted in accordance with Texas law. In all cases, the State of Texas shall collect Limited Sales, Excise, and Use Taxes due for both state and local jurisdictions and shall be responsible for distributing the local tax revenue to Jefferson County.

i. Not in any way discriminate against or treat disparately union contractors who choose to participate in the competitive bid process relating to work on the PROJECT, nor discriminate against or treat disparately union members who seek employment on the PROJECT; and

j. Encourage and promote the utilization of Historically Underutilized Businesses (HUBs) (also known as Disadvantaged Business Enterprises, or DBEs) by the OWNER to construct the PROJECT and any turnaround project which is

undertaken as part of or in connection with the PROJECT during the term of the abatement period by ensuring qualified HUB/DBE vendors and contractors are given a timely opportunity to bid on contracts for supplies and services. For purposes of the foregoing:

i. A HUB/DBE is a business owned or controlled by Socially and Economically Disadvantaged Individuals as defined by all applicable federal or state laws and local policies, including Black Americans, Hispanic Americans, Native Americans, Asian-Pacific Americans, Asian Indian Americans, women, and individuals with disabilities.

ii. A HUB/DBE is one that is at least 51 percent owned or controlled by one or more women or Socially and Economically Disadvantaged Individuals or, in the case of a publicly-owned business, one that at least 51 percent of the stock of which is controlled by one or more women or Socially and Economically Disadvantaged Individuals.

iii. A business that has been certified as a HUB/DBE by an agency of the federal government or the State of Texas is presumed to be a HUB/DBE for purposes of Agreement.

iv. Only a HUB/DBE with its principal office in the State of Texas will be recognized as a HUB/DBE for purposes of this Agreement. A list of HUB/DBE vendors/suppliers is maintained in the COUNTY office and a list of same is attached hereto as Exhibit D. As to the use of qualified local and HUB/DBE vendors, suppliers and sub-contractors, OWNER will, at a minimum:

k. Consult with chambers of commerce, minority business associations, trade associations and other regional economic development organizations to identify local and HUB/DBE vendors, suppliers and sub-contractors;

l. Notify qualified local and HUB/DBE vendors, suppliers and sub-contractors, allowing sufficient time for effective preparation of bids for the planned work to be sub-contracted or materials, supplies or equipment to be purchased;

m. Provide qualified local and HUB/DBE vendors, suppliers and sub-contractors who are interested in bidding on a subcontract or contract for materials, supplies, equipment, or the provision of engineering and construction services and labor adequate information regarding the PROJECT as early as is practicable in the bidding process in order to allow the HUB/DBE vendors, suppliers and sub-contractors sufficient time to prepare a bid (i.e., plans, specifications, scope of work, bonding and insurance requirements, and a point of contact within the general/prime contractor);

n. Negotiate in good faith with interested qualified local and HUB/DBE vendors, suppliers or sub-contractors, and award sub-contracts or contracts for materials, supplies equipment, or the provision of engineering and construction services and labor to local or HUB/DBE vendors, suppliers or sub-contractors when they are the lowest qualified responsive bidder who meets all of the applicable bid specifications; and

o. Include a provision in OWNER'S contract with the general/prime contractor on the PROJECT which requires the general/prime contractor to read and comply with the terms of this AGREEMENT. Following at least seven (7) business days written notice to OWNER, OWNER will provide access to and authorize the inspection of the Eligible Property by the County's personnel to ensure that the improvements or repairs thereto are made according to the specifications and conditions of this AGREEMENT. Any such inspection must comply with the facility's safety training and PPE requirements and other safety and security procedures and guidelines.

6. VALUE OF ABATEMENT

For each year under this AGREEMENT, the abatement percentage received by OWNER under this AGREEMENT with respect to the value of New Eligible Property, is set forth on attached Exhibit: "Tax Abatement Schedule"

The Abatement during each year covered by this AGREEMENT shall be the value attributable to the PROJECT multiplied by the respective percentages in the Tax Abatement Schedule, adjusted by the Base Year Value.

7. QUARTERLY MONITORING MEETINGS

With respect to the quarterly monitoring meetings, the County Judge, County Commissioners, or their designee(s) shall be allowed to attend such quarterly monitoring meetings, on the express condition that they execute a confidentiality agreement prepared by OWNER so as to protect confidential information which may be disclosed to them during or as a result of such monitoring meetings. OWNER agrees to reimburse the COUNTY in an amount not to exceed $4,000.00 annually for the costs or expenses actually incurred by the COUNTY in monitoring the status of the bidding process every quarter during the construction phase of the PROJECT. OWNER will provide the COUNTY with quarterly reports which detail procurement of services, equipment and labor utilized in construction.

8. TAXABILITY

During the period that this AGREEMENT is effective, taxes shall be payable as follows:

a. The value of Ineligible Property shall be fully taxable, subject to any exemptions available by statute;

b. The Taxable Value of existing Eligible Property as determined each shall be fully taxable; and

c. The value of New Eligible Property shall be abated as set forth in Section 6, hereinabove.

9. ADJUSTMENTS TO ABATEMENT FOR BASE YEAR VALUE DECLINE

The Jefferson County Central Appraisal District will establish the certified values of Eligible Property as of January 1, 2025 (year abatement executed) as set forth on attached Exhibit "B," and such values shall be the values used to calculate the Base Year Value as herein defined. If on January 1st of any tax year listed on the "Tax Abatement Schedule" the Taxable Value is less than the Base Year Value, then the abatement of value otherwise available shall be reduced by one dollar for each dollar that the Taxable Value of realty improvements is less than the Base Year Value, except that no such reduction of OWNER's abatement shall be made should any reduction to Taxable Value of OWNER's Eligible Property result from a Force Majeure event.

In the event OWNER reduces its ad valorem taxes on personal property otherwise payable to the COUNTY by participating in a foreign trade zone, then the amount of abated value otherwise available shall be reduced by one dollar for each dollar of tax value reduction attributable to special treatment from trade zone participation. The parties hereto stipulate and agree that they have received certified appraisal value for this property, as calculated by the Jefferson County Central Appraisal District.

It is specifically understood and agreed by OWNER that, if at any time during the effective dates of this AGREEMENT relating to abatement, OWNER files or prosecutes an action in district court to contest the appraised value of any property of OWNER or OWNER's affiliates within Jefferson County for unequal appraisal or revision thereof pursuant to Sec. 42.26, Texas Tax Code, any and all abatements granted by the COUNTY to OWNER or its affiliates shall become null and void and cancelled.

10. POLLUTION CONTROL EXEMPTION

The COUNTY understands that OWNER plans (i) to request from the TCEQ a determination under Section 11.31 of the Texas Tax Code that certain property included in the New Eligible Property is pollution control property, and (ii) to apply for an exemption from ad valorem taxes under Section 11.31 of the Texas Tax Code with respect to all or a portion of such property determined by the TCEQ to be pollution control property. The maximum dollar value for equipment that OWNER intends to claim to the TCEQ as exempt from taxation under Section 11.31 is fifteen percent (15%) of cost ("Intended Maximum"), though that number could change as current estimated PROJECT costs are refined. It is understood that the COUNTY would not have agreed to this abatement percentages if it

were known that the actual exempt property claimed by OWNER would exceed the Intended Maximum. In the event OWNER ultimately obtains an amount in excess of the Intended Maximum in any year of Abatement under this AGREEMENT (such amount the "Exempt Property Excess"), the percentage of abatement described in the "Tax Abatement Schedule" shall be reduced pro rata so as to reimburse the COUNTY for the total decrease in County tax revenue during the Term of Abatement which is expected to result from the Exempt Property Excess. It is understood and agreed that OWNER will not seek a tax exemption for any equipment or portion of the facility which merely reduces the pollution characteristics of the finished product produced by the facility and that an exemption will only be sought for equipment and technology utilized to reduce pollution at or around the facility.

11. EVENT OF DEFAULT

If either party should default in performing any obligation under this AGREEMENT, the other party shall provide such defaulting party written notice of default and provide the defaulting party with a minimum period of sixty (60) days to cure such default prior to instituting an action for breach or pursuing any other remedy for default, provided however, that, if the default is of such a nature that it cannot, with the exercise of reasonable diligence, be cured within sixty (60) days, then such party shall not be in default so long as such party has commenced such cure within sixty (60) days after receiving written notice of such default and is diligently prosecuting such cure to completion. Subject to providing such notice of default and the aforesaid opportunity to cure same, the party aggrieved by default shall have the right to terminate this AGREEMENT and to pursue any remedy available at law or in equity, for breach hereof; provided however, that in the event the OWNER breaches or fails to perform any of its representation or obligations expressly set for in Section 5 and OWNER fails to cure such breach or failure in accordance with this Section then the COUNTY agrees that its sole and exclusive remedy as a result of such default shall be the recapture of taxes in accordance with Section 12. If OWNER breaches or fails to perform any of its obligations, and fails to cure same, the COUNTY'S sole and exclusive remedy shall be for the benefits received under the AGREEMENT. In addition, if a party (the "Affected Party") shall become unable to timely perform any of its obligations under this AGREEMENT, other than any obligation to pay money, as a consequence of a Force Majeure Event, the Affected Party shall be relieved of such obligation (and such failure to timely perform such obligation shall not constitute a default) to the extent that and for so long as (but only to the extent that and only for so long as) it is unable to timely perform such obligation as a consequence of such Force Majeure Event. A "Force Majeure Event" means any of the following: (a) acts of God, earthquakes, tidal waves, lightning, floods, and storms; (b) explosions and fires; (c) strikes and lockouts; (d) wars, riots, acts of the public enemy, civil disturbances, hostilities, sabotage, blockades, insurrections, terrorism, and epidemics; (e) acts of expropriation, confiscation, nationalization, requisitioning, or other taking; and (f) any other event, condition, or circumstance beyond the reasonable control of the party claiming relief as a consequence thereof; provided, however, that "Force Majeure Event" does not include the inability to make payment or financial distress.

12. RECAPTURE OF TAXES

In the event the COUNTY terminates this AGREEMENT pursuant to the provisions of Section 11 as a result of any event of default by OWNER under such Section 11, including, for the avoidance of doubt, if OWNER fails to make the improvements to the Eligible Property as provided by this AGREEMENT, the COUNTY shall be entitled to recapture and be paid all taxes previously abated in the year in which such an event of default occurs by virtue of this AGREEMENT within sixty (60) days of the termination, together with all penalties and interest required by the Texas Property Tax Code. Notwithstanding any other provisions of this agreement to the contrary, it is distinctly understood between the parties hereto that:

1. For any activity involved in the construction of the improvements contemplated by this agreement, and, unless such vendor, supplier, contractor or service is not available locally; and,

2. For any constituent good or product incorporated into the construction of the PROJECT;

The OWNER must solicit and allow local vendors, contractors, suppliers and companies to bid on the provision of such goods and services from the outset of procurement for same.

FAILURE TO COMPLY WITH THESE PROVISIONS SHALL BE GROUNDS FOR THE JEFFERSON COUNTY COMMISSIONERS COURT, AFTER DUE CONSIDERATION, TO REDUCE THE PERCENTAGES AND YEARS OF THE TAX ABATEMENT. THESE OBLIGATIONS ARE NON-DELEGABLE TO THE PARTIES HERETO AND NONE OF THE OBLIGATIONS MAY BE CONTRACTED AWAY WITH THE PRIME CONTRACTORS OR OTHERS. THE RECIPIENT OF AN ABATEMENT AGREEMENT WILL, IF REQUESTED, PROVIDE THE COMMISSIONERS COURT WITH RELEVANT PORTIONS OF ITS CONTRACT WITH THE PRIME CONTRACTORS THAT REQUIRES FULL COMPLIANCE WITH ALL TERMS AND CONDITIONS OF THE AGREEMENT.

13. TERMINATION

OWNER shall have the right to terminate this agreement at any time upon sixty (60) days' written notice to the COUNTY and COUNTY shall have the right of recapture under Section 12.

14. ASSIGNMENT

OWNER may assign this AGREEMENT, in whole or in part, to a new owner or lessee of the same PROJECT, or a portion thereof, or to an Affiliate of OWNER upon written approval by resolution of the COMMISSIONERS COURT of such assignment, and approval shall not be unreasonably withheld or delayed. It shall not be unreasonable for the COURT to withhold approval if OWNER or the proposed assignee is liable to the COUNTY for outstanding taxes or other obligations.

15. ENTIRE AGREEMENT

The Parties agree that this AGREEMENT contains all of the terms and conditions of the understanding of the Parties relating to the subject matter hereof. All prior negotiations, discussions, correspondence and preliminary understandings between the parties and others relating hereto are superseded by the AGREEMENT.

16. SUCCESSORS AND ASSIGNS

This AGREEMENT shall be binding on and inure to the benefit of the parties, their respective successors and assigns. OWNER may not assign all or part of its rights and obligations hereunder without the prior written consent of the COUNTY, which shall not be unreasonably withheld or delayed. It shall not be unreasonable to withhold consent to assignment if OWNER or the proposed assignee(s) is/are delinquent in the payment of any ad valorem taxes.

16. NOTICE

Any notice and/or statement required and permitted to be delivered shall be deemed delivered by depositing same in the United States mail, certified with return receipt requested, postage prepaid, addressed to the appropriate party at the following addresses:

OWNER:

Beaumont Bulk Solution LLC
c/o Terra Aggregates LLC
3005 S Lamar Blvd, STE D109, #446,
Austin, TX 78704
Attn: Nasser A. Ahmad, CEO & Co-Founder

Beaumont Bulk Solutions LLC
c/o River Cement Sales Company
100 Brodhead Road, Suite 230
Bethlehem, PA 18017
Attn: Chief Financial Officer

Beaumont Bulk Solutions LLC
c/o River Cement Sales Company
100 Brodhead Road, Suite 230
Bethlehem, PA 18017
Attn: General Counsel

With a copy to:

Megan Gallien
Chief Financial Officer
Griffith, Moseley, Johnson & Associates, Inc.
2545 Lakeshore Drive
Port Arthur, TX 77640

COUNTY: Hon. Jeff R. Branick, County Judge
Jefferson County Texas
P.O. Box 4025
Beaumont, Texas 77704
(409) 835-8466
(409) 839-2311 (facsimile)

With a copy to: Ms. Kathleen Kennedy, Chief Civil Attorney
Criminal District Attorney
1149 Pearl Street, 3rd Floor
Beaumont, Texas 77701
(409) 835-8550
(409) 835-8573 (facsimile)

Mr. Fred L. Jackson,
First Assistant: Staff Attorney
Jefferson County Courthouse
P. O. Box 4025,
Beaumont, Texas 77704
(409) 835-8466
(409) 839-2311 (facsimile)

17. MERGER

The Parties agree that this AGREEMENT contains all of the terms and conditions of the understanding of the parties relating to the subject matter hereof. All prior negotiations, discussions, correspondence and preliminary understandings between the parties and others relating hereto are superseded by this AGREEMENT.

18. INTERPRETATION

The Parties acknowledge that both have been represented by counsel of their choosing in the negotiation and preparation of the AGREEMENT. Regardless of which party prepared the initial draft of this AGREEMENT, this AGREEMENT shall, in the event of any dispute over its meaning or application, be interpreted without reference to the principle of construction favoring the party who did not draft the AGREEMENT under construction.

19. APPLICABLE LAW AND VENUE

This AGREEMENT is made, and shall be construed and interpreted under the laws of the State of Texas and venue shall lie in Jefferson County, Texas.

N

20. SEVERABILITY

In the event any provision of this AGREEMENT is illegal, invalid, or unenforceable under present or future laws, then, and in that event, it is the intention of the Parties hereto that the remainder of this AGREEMENT shall not be affected thereby, and it is also the intention of the Parties to this AGREEMENT that in lieu of each clause or provision that is found to be illegal, invalid, or unenforceable, a provision be added to this AGREEMENT which is legal, valid, and enforceable and is as similar in terms as possible to the provision found to be illegal, invalid or unenforceable.

Executed in duplicate this the __ day of _____, 2025.

FOR THE COUNTY:

_____
Hon. Jeff R. Branick, County Judge
Jefferson County, Texas

FOR OWNER:

_____
Nasser A. Ahmad, General Manager
Beaumont Bulk Solutions LLC

ATTEST Judy Grinnell
DATE 12/17/25

COMMISSIONERS COURT
JEFFERSON COUNTY, TEXAS

EXHIBIT A "Description of PROJECT"

BULK CEMENT TERMINAL AND BARGE DOCK

PHASE 1 – CEMENT IMPORT TERMINAL

The OWNER is proposing the development of a state-of-the-art import terminal for cementitious materials, primarily cement, in a strategic location to provide essential construction materials to markets in high demand. The proposed PROJECT would have an initial estimated annual throughput during a three-year ramp-up period of 360,000 metric tons per year (MTPY), 480,000 MTPY, and 600,000 MTPY of cement during the 1st year, 2nd year, and 3rd year, respectively, and during the 4th year and thereafter, 800,000 MTPY of cement and a maximum throughput capacity of 2,000,000 MTPY. In addition to the import terminal, the construction of a barge dock is being considered as a second phase of the PROJECT. The construction of the barge dock is subject to market conditions.

The southern region of the United States, particularly in Texas and Louisiana, is in short supply of cement which lags both the current and projected future demand. By providing a cost-effective and reliable source of top-quality cement, the proposed PROJECT would help fill the existing and projected future gap between supply and demand.

The PROJECT is an estimated $135 million investment with operations projected to generate approximately 39, 50, 61, and 74 new full-time equivalents ("FTEs") during the first, second, third and fourth operating year, respectively. However, at maximum throughput capacity the estimated new, direct and indirect FTE count could increase to 140. The PROJECT is expected to create up to 170 peak construction jobs and will include opportunities for local contractors, laborers, vendors and suppliers. The current timeline aims to begin construction in 2026, with an estimated operation date in 2028. On-site time to construct consists of a 24-month period.

PHASE 2 – BARGE DOCK (SUBJECT TO A SEPARATE AGREEMENT)

The construction of a barge dock, if approved, would add an additional $15.5 million to the total investment. The construction of the barge dock is subject to market conditions and may commence 5 years following commercial operations of the terminal. This phase of the PROJECT would take approximately 10 months to complete. This phase would create no additional full-time equivalents but would allow for an increase in throughput capacity.

Updated: 12/10/25

EXHIBIT A-1 "Tax Abatement Schedule"

(Exact tax years are subject to Abatement Period Notice from OWNER to COUNTY)

PHASE 1 – CEMENT IMPORT TERMINAL PROJECTED CONSTRUCTION START: Q3-2026 INVESTMENT: $135 MILLION 39 FULL-TIME EQUIVALENTS: FIRST YEAR 50 FULL-TIME EQUIVALENTS: SECOND YEAR 61 FULL-TIME EQUIVALENTS: THIRD YEAR 74 FULL-TIME EQUIVALENTS: FOURTH YEAR		
ABATEMENT YEAR	PROJECTED TAX YEAR	PERCENTAGE OF VALUE ABATED
1	2029	100%
2	2030	100%
3	2031	100%
4	2032	100%
5	2033	100%
6	2034	100%
7	2035	100%
8	2036	100%
9	2037	100%
10	2038	100%

EXHIBIT B "Base Year Property"

The reinvestment zone contains an old grain elevator that has been demolished by the Port of Beaumont due to obsolescence. This base year taxable value as certified will be attached, by consent of the parties, when same is calculated and adopted by the Jefferson County Appraisal District. The base year value will be zero as this property has no taxable value.

Updated: 12/10/25

EXHIBIT C "Reinvestment Zone Order"

STATE OF TEXAS	§	IN THE COMMISSIONERS COURT[T26]
COUNTY OF JEFFERSON	§	OF JEFFERSON COUNTY, TEXAS

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

BE IT REMEMBERED at a meeting of Commissioners Court of Jefferson County, Texas, held on the 16th day of September, 2025 on motion made by Everette "Bo" Alfred Commissioner of Precinct No 4, and seconded by Michael S. Sinegal, Commissioner of Precinct No 3, the following Order was adopted

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

WHEREAS, it is in the best interest of the county to designate the Project Cement facility in Beaumont, TX a reinvestment zone, pursuant to Sec, 312.401 et seq., Tax Code (The Property Redevelopment and Tax Abatement Act)

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

Section 1. That the Commissioners Court hereby designates the Project Cement property, 1745 Buford St., Beaumont, TX (mailing purposes only), Jefferson County, Texas 77701, further described in the legal description attached hereto as Exhibit *"A"*, and made apart hereof for all purposes, as a Reinvestment Zone (the "Zone"). Within the parcel of land designated by this Reinvestment Zone, Beaumont Bulk Solutions, LLC. intends to erect facilities for the purpose of storage and marketing of cement and related materials. This Zone is comprised of one parcels designated on Exhibit "A" as JCCAD identification, #124743 being the limits of this reinvestment zone.

Section 2 That the Commissioners Court finds that the Zone area meets the qualifications of the Texas Redevelopment and Tax Abatement Act (hereinafter referred to as the "Act".)

Section 3. That the Commissioners Court has heretofore adopted Guidelines and Criteria for Granting Tax Abatements in Reinvestment Zones in Jefferson County, Texas

Section 4 That the Commissioners Court held a public hearing to consider this Order on the 16th day of September, 2025.

Section 5. The Commissioners Court finds that such improvements are feasible and will benefit the Zone after the expiration of the agreement

Section 6. The Commissioners Court finds that creation of the Zone is likely to contribute to the retention or expansion of primary employment in the area and/or would contribute to attract major investments that would be a benefit to the property and that would contribute to the economic development of the community

Section 7. That this Order shall take effect from and after its passage as the law in such cases provides.

Signed this 16th day of September, 2025.

JEFF R. BRANICK
County Judge

COMMISSIONER BRANDON WILLIS
Precinct No. 1

COMMISSIONER MICHAEL S. SINEGAL
Precinct No. 3

COMMISSIONER CARY ERICKSON
Precinct No. 2

COMMISSIONER EVERETTE D. ALFRED
Precinct No 4

ATTEST Judy Grinnell
DATE 9/16/25

COMMISSIONERS COURT JEFFERSON COUNTY, TEXAS

Updated: 12/10/25

Updated: 12/10/25

11.29 ACRES OF LAND
OUT OF THE DAVID BROWN SURVEY, ABSTRACT NO. 5
JEFFERSON COUNTY, TEXAS

BEING 11.29 acres of land, out of and a part of The David Brown Survey, Abstract No. 5, Jefferson County, Texas, being part of Tract 10 of several tracts of land described in a deed to The Port of Beaumont Navigation District of Jefferson County, Texas, recorded in Volume 769, Page 361, Deed Records, Jefferson County, Texas; said 11.29 acre tract being more fully described by metes and bounds as follows, to wit:

Note: Bearings, coordinates, distances and acreage are based on the Texas Coordinate System of 1983, South Central Zone, US Survey Feet, and are referenced to SmartNet, North America.

BEGINNING at a concrete monument found on the intersection of the North right-of-way line of a dedicated closed roadway named Buford Street, Ordinance No. 08-065 and filed under 2008029823, Official Public Records, Jefferson County, Texas, and the West line of ExxonMobil Corporation Properties, recorded in Volume 148, Page 249, Deed Records, Jefferson County, Texas; said monument being on the East line of said Tract 10, having a Texas Coordinate of N: 13970461.44 E: 3525623.02; from which a ½" steel rod, capped and marked "SOUTEX", found for the Southwest corner of a tract of land described in a deed to Socony Mobil Oil Company, Inc, recorded in Volume 1292, Page 508, Deed Records, Jefferson County, Texas, bears South 07 deg., 23 min., 41 deg., West, a distance of 563.52';

THENCE, South 86 deg., 52 min., 20 sec., West, a distance of 464.06', to a point for corner; being the Southwest corner of the herein described tract;

THENCE, North 28 deg., 32 min., 28 sec., West, a distance of 63.69', to a point for corner;

THENCE, on an arc of a curve to the right, having a radius of 601.50', an arc length of 155.41', a chord bearing of North 14 deg., 31 min., 04 sec., West, a chord distance of 154.98', to a point for corner;

THENCE, North 07 deg., 06 min., 53 sec., West, a distance of 682.02', to a point for corner on the South bank line of The Neches River; said point for corner being the Northwest corner of the herein described tract;

THENCE, to the points for corners on the South bank line of said Neches River the following bearings and distances:

South 65 deg., 19 min., 05 sec., West, a distance of 23.53'
North 90 deg., 00 min., 00 sec., East, a distance of 22.61'
North 52 deg., 46 min., 34 sec., East, a distance of 10.24'
North 74 deg., 03 min., 53 sec., East, a distance of 52.29'
North 82 deg., 34 min., 04 sec., East, a distance of 133.45'
South 72 deg., 23 min., 16 sec., East, a distance of 10.04'
North 90 deg., 00 min., 00 sec., East, a distance of 5.52'
North 79 deg., 46 min., 27 sec., East, a distance of 79.04'
North 72 deg., 22 min., 07 sec., East, a distance of 69.83'
North 82 deg., 45 min., 39 sec., East, a distance of 68.89'
North 43 deg., 59 min., 18 sec., East, a distance of 20.18'
North 32 deg., 13 min., 09 sec., East, a distance of 71.73'
North 22 deg., 07 min., 02 sec., East, a distance of 17.60'

North 38 deg., 27 min., 13 sec., East, a distance of 27.04'

THENCE, North 90 deg., 00 min., 00 sec., East, continuing on the South bank line of said Neches River, a distance of 17.11', to a point for corner being the Northeast corner of the herein described tract;

THENCE, South 03 deg., 24 min., 13 sec., East, a distance of 1040.76', to the **POINT OF BEGINNING** and containing 11.29 acres of land, more or less.

This description is based on the Land Survey made under the direct supervision of Anthony M. Leger, Registered Professional Land Surveyor No. 5481 on April 5, 2024.

Updated: 12/10/25

EXHIBIT D "List of HUB/ DBE Companies"

OWNER may acknowledge the County has previously provided this.

EXHIBIT E "Jefferson County Abatement Policy"

It is understood and agreed that all abatement agreements granted herein shall conform to this abatement policy, except as otherwise set forth in this Agreement, and to the Texas Tax Code.

Updated: 12/10/25

EXHIBIT F " Affiliates of Owner"

There are two BBS-related entities, as follows:

1. Terra Aggregates, LLC (Terra)
2. River Cement Sales Company, dba Buzzi Unicem USA (Buzzi)

Neither affiliate has existing property in Jefferson County.

EXHIBIT G " FTE Methodology"

Full Time Equivalent Category	FTE Methodology
Beaumont Bulk Solutions Staff	Hours
Beaumont Bulk Solutions Home Office Staff	Hours
Beaumont Bulk Solutions Stevedore and Terminal Operators	Hours
Beaumont Bulk Solutions Customers' Truck Drivers	Truck Tons Loaded
Port's Designated Ship Tug Contractor	Vessels Unloaded
Line Crew	Vessels Unloaded
Ship Pilots	Vessels Unloaded
Port's Industrial Switching Contractor	Railcars Loaded
Class I Rail Carriers	Railcars Loaded

OWNER will provide an affidavit that their employees are paid by Form W-2 and that they meet the earnings/income criteria to comply with the requirements of the abatement agreement.

"Full-time equivalents" ("FTEs"), as used herein, shall mean a permanent full-time equivalent position that: requires at least 1,600 hours of work per year, and pays at least an average of $64,647 which is 110% of the annualized county average weekly wage for jobs in Jefferson County, Texas as published by the U.S. Bureau Labor of Statistics for the Beaumont-Port Arthur Metropolitan Statistical Area for 3rd quarter of 2024 (the most recent wage data available as of the Effective Date). It is acknowledged and agreed that the Owner will not have the ability to collect hours of work per year for certain of the FTEs. In those cases, the FTEs will be computed based upon the tonnage handled by the FTEs. Refer to Exhibit G for the methodology to be used by category of FTE.

Updated: 12/10/25

STATE OF TEXAS §
§
COUNTY OF JEFFERSON §

ABATEMENT AGREEMENT WITH BEAUMONT BULK SOLUTIONS LLC (PHASE 2 BARGE DOCK) FOR PROPERTY LOCATED IN THE PROJECT CEMENT REINVESTMENT ZONE

Pursuant to Section 312.401 of the Texas Tax Code, this Tax Abatement Agreement (hereinafter referred to as the "AGREEMENT") is made and entered into by and between Jefferson County (hereinafter sometimes referred to as "the COUNTY"), and Beaumont Bulk Solutions LLC (hereinafter referred to as "BBS" or "OWNER").

1. RECITALS

WHEREAS, OWNER possesses interests in taxable real property located within the Project Cement Reinvestment Zone, the designation of which was implemented by the COUNTY by an Order dated September 16, 2025 (hereinafter referred to as the "REINVESTMENT ZONE"; and

WHEREAS, this AGREEMENT is limited to the project to be constructed by OWNER, on various parcels of land located within the Reinvestment Zone, which is described with particularity in Exhibit "A" attached hereto and which will involve construction of a barge dock and related improvements (hereinafter referred to collectively as the "PROJECT"); and

WHEREAS the COUNTY wishes to encourage OWNER to select Jefferson County as the site for the PROJECT; and

WHEREAS, the REINVESTMENT ZONE is an area within Jefferson County, Texas, generally described as being within Beaumont, Texas, which has been designated by Order of this Court, the legal description for which is attached hereto as Exhibit "C." It is understood and agreed that the REINVESTMENT ZONE boundary is subject to revision based on the final construction plan of the PROJECT, and the COUNTY agrees to take the

steps necessary to amend the Reinvestment Zone boundary, consistent with such final PROJECT, upon request of Owner.

NOW, THEREFORE, for the mutual consideration set forth below, the Parties hereto agree as follows:

2. AUTHORIZATION

THIS AGREEMENT IS AUTHORIZED BY THE TEXAS PROPERTY REDEVELOPMENT AND TAX ABATEMENT ACT, TEX. TAX CODE CHAPTER 312, AS AMENDED, AND BY ORDER OF THE JEFFERSON COUNTY COMMISSIONERS COURT ESTABLISHING AND ADOPTING THE PROJECT CEMENT REINVESTMENT ZONE.

3. DEFINITIONS

For purposes of this AGREEMENT, the following terms shall have the meanings set forth below:

"Abatement" means the full or partial exemption from ad valorem taxes of the value of certain property located in the REINVESTMENT ZONE designated for economic development purposes.

"Abatement Period Notice" has the meaning given in Section 4.

"Affiliate" of any specified person or entity means any other person or entity which, directly or indirectly, through one or more intermediaries, controls, or is controlled by, or is under common control with such specified person or entity. For purposes of this definition, the term "control" (including the terms "controlled by" and "under common control with") means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such person or entity, whether through the ownership of voting securities, by contract or otherwise.

"Base Year Value" means the taxable value of all industrial realty improvements owned by the property owner and/or its Affiliates within Jefferson County on January 1 preceding the execution of the abatement agreement. OWNER will, in consultation with the Jefferson County Appraisal District, provide the COUNTY with a list of the Jefferson County Appraisal District account numbers identifying the industrial realty improvements owned by the property owner and/or its Affiliates and the taxable value thereof on January 1 preceding the execution of the abatement agreement for use in preparing the schedule to be attached as an exhibit to the abatement agreement before execution specifying the Base Year Value for all purposes of the abatement agreement.

"Base year", for the parties to this agreement, is defined as the calendar year in which this abatement contract is executed (signed) by all parties hereto.

"Ineligible Property" is fully taxable and ineligible for tax abatement and includes land, supplies, inventory, housing, vehicles, improvements for the generation or transmission of electrical energy not wholly consumed by a new facility or expansion; any improvements, including those to produce, store or distribute natural gas, fluids or gasses, which are not integral to the operation of the facility; deferred maintenance, property to be rented or leased, property which has a productive life of less than ten years, or any other property for which abatement is not allowed by state law.

"Effective Date" has the meaning given in Section 4.

"Eligible Property" means the realty improvements, the on-site buildings, structures, fixed machinery and equipment, storage tanks, process units (including all integral components necessary for operations), site improvements, and infrastructure and the permanent office space and related fixed improvements, as defined by the Tax Code but does not include personal tangible property.

"New Eligible Property" means Eligible Property, the construction of which commences subsequent to the effective date of this AGREEMENT. During the construction phase of the New Eligible Property, the OWNER may make such change orders to the New Eligible Property as are reasonably necessary to accomplish its intended use. It is expressly understood that, notwithstanding anything to the contrary written herein, energy, electricity, manufacturing supplies (e.g. foreign manufactured catalysts), feedstocks, freight, and direct materials that physically become a part of the end product manufactured by the PROJECT) are not subject to the terms of this AGREEMENT.

"Taxable Value" for each taxing entity executing an abatement agreement is determined by deducting from the Market Value of all industrial realty improvements of a property owner and/or its affiliates the amount of any applicable exemptions and abatements granted for that Tax Year.

"Completion" as used herein, shall mean, the successful commissioning of the PROJECT and the attainment of reliable operations. OWNER shall certify in writing to the COUNTY when such Completion is attained.

"Full-time equivalents" ("FTEs"), as used herein, shall mean a permanent full-time equivalent position that: requires at least 1,600 hours of work per year, and pays at least an average of $64,647 which is 110% of the annualized county average weekly wage for jobs in Jefferson County, as published by the U.S. Bureau Labor of Statistics for the Beaumont-Port Arthur Metropolitan Statistical Area for 3rd quarter of 2024 (the most recent wage data available as of the Effective Date). It is acknowledged and agreed that the Owner will not have the ability to collect hours of work per year for certain of the FTEs. In those cases, the FTEs will be computed based upon the tonnage handled by the FTEs. Refer to Exhibit G for the methodology to be used by category of FTE.

"Payment in Lieu of Taxes". If, during the period of this abatement, any Federal or State law provides an additional tax exemption for the property that is already the subject of this agreement, Applicant agrees to decline that tax exemption during the period of this abatement. If Applicant is unable to decline that tax exemption, Applicant agrees to pay the taxes, or payment in lieu of taxes, on the reduction of property tax revenue to the COUNTY that is the result of said exemption. Any payment in lieu of taxes shall be due on or before November 15 of the year in which payment is due.

4. TERM OF ABATEMENT

This AGREEMENT shall be effective and enforceable upon execution by all parties (which date is herein referred to as the "Effective Date"). The Term of the Abatement pursuant to this AGREEMENT shall be a period of ten (10) consecutive tax years beginning on January 1 of the tax year following completion of the PROJECT, as specified by OWNER in a written notice to the COUNTY ("Abatement Period Notice"), unless sooner terminated pursuant to other provisions of this AGREEMENT. Construction of the PROJECT shall begin by the "Construction Commencement Date", which shall be December 31, 2033. OWNER shall have the option to request, at least ninety (90) days prior to the then-current Construction Commencement Date, one-year extension(s) to the then-current Construction Commencement Date, with approval from the COUNTY of such request not to be unreasonably withheld or delayed. Should OWNER not begin the construction of the PROJECT by the Construction Commencement Date, this AGREEMENT shall be null and void.

5. OWNER REPRESENTATIONS/OBLIGATIONS

In order to receive a tax abatement with respect to a tax year listed on EXHIBIT A-1: Tax Abatement Schedule," OWNER shall comply with the following:

a. As this AGREEMENT is not subject to a job creation requirement, the OWNER shall have no obligation to record, track, or report the number of new full-time equivalents resulting from the PROJECT upon its Completion. Notwithstanding any prior language to the contrary, there shall be no reduction in the Abatement on the basis of employment levels, as this AGREEMENT imposes no job creation or job maintenance requirement upon OWNER. Accordingly, any reference to proportional reductions in Abatement due to employment declines, including the example calculation set forth, is hereby declared null, void, and of no force or effect, and shall not be applied for any purpose under this AGREEMENT.

A1 = initial Abatement $s
A2 = revised Abatement $s
E1 = X full-time jobs
E2 = revised employee count
A2 = A1 x (E2/E1)

b. Report and certify the requisite job levels to the COUNTY, annually during each tax year under this AGREEMENT;

c. Construct the PROJECT with an estimated investment of not less than $15.5 million;

d. Make available to the COUNTY information concerning the details of contractor bids, every quarter, during the construction phase of the PROJECT under the express understanding that OWNER is providing the COUNTY such contractor bid information on a strictly confidential basis so as to maintain the integrity of the competitive bid process and will provide this information in a format similar to that provided by the Commissioners Court.

e. Report and certify to the COUNTY the requisite cost of the PROJECT within 120 days after the completion of the PROJECT (or 120 days after the Effective Date, whichever is later);

f. Ensure that qualified local labor, vendors, suppliers, and sub-contractors are given a timely opportunity to bid on contracts for the provision of supplies, goods and services (including engineering and construction services, *e.g.*, piping, electrical, civil, fabrication) in connection with construction of the PROJECT and any turnaround project which is undertaken as part of or in connection with the PROJECT during the term of the abatement period. Such consideration shall be made in good faith without discrimination. For purposes of the foregoing:

i. "Local labor" is defined as those qualified laborers or craftsmen who are residents and domiciliaries of the nine county regions comprised of Jefferson, Orange, Hardin, Jasper, Newton, Liberty, Tyler and Chambers Counties, as well as the Bolivar Peninsula area of Galveston County. "Local vendors" and "local suppliers" shall include only those located or having a principal office in Jefferson County. "Local subcontractors" shall include only those located or having a principal office in Jefferson County.

ii. OWNER agrees to give preference and priority to local manufacturers, suppliers, vendors, contractors and labor, except where not reasonably possible to do so without significant added expense, substantial inconvenience, or sacrifice in operating efficiency. For any such exception in cases involving purchases over $100,000, a justification for such purchase shall be included in OWNER'S annual letter of compliance. OWNER further acknowledges that it is a contractual obligation, under this

agreement, of persons receiving property tax abatements to favor local manufacturers, suppliers, contractors, and labor, all other factors being equal. In the event of a breach of this "buy local" provision, OWNER agrees that the percentage of abatement shall be proportionately reduced in an amount equal to the amount the disqualified contract bears to the total construction cost for the PROJECT.

iii. OWNER agrees that it will provide sufficient notice and information regarding the PROJECT to qualified local vendors and contractors to enable them to submit bids for materials in the initial procurement processes, including but not limited PROJECT information provided in job fairs to be conducted by OWNER or on OWNER'S behalf by local, regional or state workforce development organizations or agencies in connection to the PROJECT.

g. Report and certify to the COUNTY, quarterly the total number of dollars spent on local labor, local subcontractors and local vendors/suppliers, as total and percentage compared to total dollars spent in connection with the PROJECT;

h. OWNER will invoice purchases locally to ensure that sales taxes credited to the benefit of Jefferson County, Texas. For construction of the PROJECT, the OWNER may pursue either a "Separate Contract" structure as defined in 34 Texas Administrative Code § 3.291(a)(13) or a lump-sum contracting structure as defined in 34 Texas Administrative Code § 3.291(a)(8).

If the OWNER elects to use a Separate Contract structure, the OWNER will obtain and maintain a Texas Direct Payment Permit (DPP), issue a DPP exemption certificate to the prime contractors in lieu of sales tax, and directly remit all applicable state and local use taxes on taxable purchases made for use in the PROJECT through its Texas Direct Payment Return. If the OWNER elects to use a lump-sum contracting structure, the OWNER will not seek sales or use tax exemption for eligible costs under Texas Tax Code § 151.318, and all applicable sales and use taxes will be charged, paid, and remitted in accordance with Texas law. In all cases, the State of Texas shall collect Limited Sales, Excise, and Use Taxes due for both state and local jurisdictions and shall be responsible for distributing the local tax revenue to Jefferson County.

i. Not in any way discriminate against or treat disparately union contractors who choose to participate in the competitive bid process relating to work on the PROJECT, nor discriminate against or treat disparately union members who seek employment on the PROJECT; and

j. Encourage and promote the utilization of Historically Underutilized Businesses (HUBs) (also known as Disadvantaged Business Enterprises, or DBEs) by the OWNER to construct the PROJECT and any turnaround project which is

undertaken as part of or in connection with the PROJECT during the term of the abatement period by ensuring qualified HUB/DBE vendors and contractors are given a timely opportunity to bid on contracts for supplies and services. For purposes of the foregoing:

i. A HUB/DBE is a business owned or controlled by Socially and Economically Disadvantaged Individuals as defined by all applicable federal or state laws and local policies, including Black Americans, Hispanic Americans, Native Americans, Asian-Pacific Americans, Asian Indian Americans, women, and individuals with disabilities.

ii. A HUB/DBE is one that is at least 51 percent owned or controlled by one or more women or Socially and Economically Disadvantaged Individuals or, in the case of a publicly-owned business, one that at least 51 percent of the stock of which is controlled by one or more women or Socially and Economically Disadvantaged Individuals.

iii. A business that has been certified as a HUB/DBE by an agency of the federal government or the State of Texas is presumed to be a HUB/DBE for purposes of Agreement.

iv. Only a HUB/DBE with its principal office in the State of Texas will be recognized as a HUB/DBE for purposes of this Agreement. A list of HUB/DBE vendors/suppliers is maintained in the COUNTY office and a list of same is attached hereto as Exhibit D. As to the use of qualified local and HUB/DBE vendors, suppliers and sub-contractors, OWNER will, at a minimum:

k. Consult with chambers of commerce, minority business associations, trade associations and other regional economic development organizations to identify local and HUB/DBE vendors, suppliers and sub-contractors;

l. Notify qualified local and HUB/DBE vendors, suppliers and sub-contractors, allowing sufficient time for effective preparation of bids for the planned work to be sub-contracted or materials, supplies or equipment to be purchased;

m. Provide qualified local and HUB/DBE vendors, suppliers and sub-contractors who are interested in bidding on a subcontract or contract for materials, supplies, equipment, or the provision of engineering and construction services and labor adequate information regarding the PROJECT as early as is practicable in the bidding process in order to allow the HUB/DBE vendors, suppliers and sub-contractors sufficient time to prepare a bid (i.e., plans, specifications, scope of work, bonding and insurance requirements, and a point of contact within the general/prime contractor);

n. Negotiate in good faith with interested qualified local and HUB/DBE vendors, suppliers or sub-contractors, and award sub-contracts or contracts for materials, supplies equipment, or the provision of engineering and construction services and labor to local or HUB/DBE vendors, suppliers or sub-contractors when they are the lowest qualified responsive bidder who meets all of the applicable bid specifications; and

o. Include a provision in OWNER'S contract with the prime contractors on the PROJECT which requires the prime contractors to read and comply with the terms of this AGREEMENT. Following at least seven (7) business days written notice to OWNER, OWNER will provide access to and authorize the inspection of the Eligible Property by the County's personnel to ensure that the improvements or repairs thereto are made according to the specifications and conditions of this AGREEMENT. Any such inspection must comply with the facility's safety training and PPE requirements and other safety and security procedures and guidelines.

6. VALUE OF ABATEMENT

For each year under this Agreement, the abatement percentage received by OWNER under this AGREEMENT with respect to the value of New Eligible Property, is set forth on attached Exhibit: "Tax Abatement Schedule"

The Abatement during each year covered by this Agreement shall be the value attributable to the PROJECT multiplied by the respective percentages in the Tax Abatement Schedule, adjusted by the Base Year Value.

7. QUARTERLY MONITORING MEETINGS

With respect to the quarterly monitoring meetings, the County Judge, County Commissioners, or their designee(s) shall be allowed to attend such quarterly monitoring meetings, on the express condition that they execute a confidentiality agreement prepared by OWNER so as to protect confidential information which may be disclosed to them during or as a result of such monitoring meetings. OWNER agrees to reimburse the COUNTY in an amount not to exceed $4,000.00 annually for the costs or expenses actually incurred by the COUNTY in monitoring the status of the bidding process every quarter during the construction phase of the PROJECT. OWNER will provide the COUNTY with quarterly reports which detail procurement of services, equipment and labor utilized in construction.

8. TAXABILITY

During the period that this AGREEMENT is effective, taxes shall be payable as follows:

a. The value of Ineligible Property shall be fully taxable, subject to any exemptions available by statute;

b. The Taxable Value of existing Eligible Property as determined each shall be fully taxable; and

c. The value of New Eligible Property shall be abated as set forth in Section 6, hereinabove.

9. ADJUSTMENTS TO ABATEMENT FOR BASE YEAR VALUE DECLINE

The Jefferson County Central Appraisal District will establish the certified values of Eligible Property as of January 1, 2025 (year abatement executed) as set forth on attached Exhibit "B," and such values shall be the values used to calculate the Base Year Value as herein defined. If on January 1st of any tax year listed on the "Tax Abatement Schedule" the Taxable Value is less than the Base Year Value, then the abatement of value otherwise available shall be reduced by one dollar for each dollar that the Taxable Value of realty improvements is less than the Base Year Value, except that no such reduction of OWNER's abatement shall be made should any reduction to Taxable Value of OWNER's Eligible Property result from a Force Majeure event.

In the event OWNER reduces its ad valorem taxes on personal property otherwise payable to the COUNTY by participating in a foreign trade zone, then the amount of abated value otherwise available shall be reduced by one dollar for each dollar of tax value reduction attributable to special treatment from trade zone participation. The parties hereto stipulate and agree that they have received certified appraisal value for this property, as calculated by the Jefferson County Central Appraisal District.

It is specifically understood and agreed by OWNER that, if at any time during the effective dates of this agreement relating to abatement, OWNER files or prosecutes an action in district court to contest the appraised value of any property of OWNER or OWNER's affiliates within Jefferson County for unequal appraisal or revision thereof pursuant to Sec. 42.26, Texas Tax Code, any and all abatements granted by the COUNTY to OWNER or its affiliates shall become null and void and cancelled.

10. POLLUTION CONTROL EXEMPTION

The COUNTY understands that OWNER plans (i) to request from the TCEQ a determination under Section 11.31 of the Texas Tax Code that certain property included in the New Eligible Property is pollution control property, and (ii) to apply for an exemption from ad valorem taxes under Section 11.31 of the Texas Tax Code with respect to all or a portion of such property determined by the TCEQ to be pollution control property. The maximum dollar value for equipment that OWNER intends to claim to the TCEQ as exempt from taxation under Section 11.31 is fifteen percent (15%) of cost ("Intended Maximum"), though that number could change as current estimated project costs are refined. It is understood that the COUNTY would not have agreed to this abatement percentages if it

were known that the actual exempt property claimed by OWNER would exceed the Intended Maximum. In the event OWNER ultimately obtains an amount in excess of the Intended Maximum in any year of Abatement under this AGREEMENT (such amount the "Exempt Property Excess"), the percentage of abatement described in the "Tax Abatement Schedule" shall be reduced pro rata so as to reimburse the COUNTY for the total decrease in County tax revenue during the Term of Abatement which is expected to result from the Exempt Property Excess. It is understood and agreed that OWNER will not seek a tax exemption for any equipment or portion of the facility which merely reduces the pollution characteristics of the finished product produced by the facility and that an exemption will only be sought for equipment and technology utilized to reduce pollution at or around the facility.

11. EVENT OF DEFAULT

If either party should default in performing any obligation under this AGREEMENT, the other party shall provide such defaulting party written notice of default and provide the defaulting party with a minimum period of sixty (60) days to cure such default prior to instituting an action for breach or pursuing any other remedy for default, provided however, that, if the default is of such a nature that it cannot, with the exercise of reasonable diligence, be cured within sixty (60) days, then such party shall not be in default so long as such party has commenced such cure within sixty (60) days after receiving written notice of such default and is diligently prosecuting such cure to completion. Subject to providing such notice of default and the aforesaid opportunity to cure same, the party aggrieved by default shall have the right to terminate this AGREEMENT and to pursue any remedy available at law or in equity, for breach hereof; provided however, that in the event the OWNER breaches or fails to perform any of its representation or obligations expressly set for in Section 5 and OWNER fails to cure such breach or failure in accordance with this Section then the COUNTY agrees that its sole and exclusive remedy as a result of such default shall be the recapture of taxes in accordance with Section 12. If OWNER breaches or fails to perform any of its obligations, and fails to cure same, the COUNTY'S sole and exclusive remedy shall be for the property tax benefits received under the AGREEMENT. It is expressly understood and agreed that neither party shall have the right to recover any benefits that are not expressly granted herein. In addition, if a party (the "Affected Party") shall become unable to timely perform any of its obligations under this AGREEMENT, other than any obligation to pay money, as a consequence of a Force Majeure Event, the Affected Party shall be relieved of such obligation (and such failure to timely perform such obligation shall not constitute a default) to the extent that and for so long as (but only to the extent that and only for so long as) it is unable to timely perform such obligation as a consequence of such Force Majeure Event. A "Force Majeure Event" means any of the following: (a) acts of God, earthquakes, tidal waves, lightning, floods, and storms; (b) explosions and fires; (c) strikes and lockouts; (d) wars, riots, acts of the public enemy, civil disturbances, hostilities, sabotage, blockades, insurrections, terrorism, and epidemics; (e) acts of expropriation, confiscation, nationalization, requisitioning, or other taking; and (f) any other event, condition, or circumstance beyond the reasonable control of the party claiming relief as a consequence thereof; provided, however, that "Force Majeure Event" does not include the inability to make payment or financial distress.

12. RECAPTURE OF TAXES

In the event the COUNTY terminates this AGREEMENT pursuant to the provisions of Section 11 as a result of any event of default by OWNER under such Section 11, including, for the avoidance of doubt, if OWNER fails to make the improvements to the Eligible Property as provided by this AGREEMENT, the COUNTY shall be entitled to recapture and be paid all taxes previously abated in the year in which such an event of default occurs by virtue of this AGREEMENT within sixty (60) days of the termination, together with all penalties and interest required by the Texas Property Tax Code. Notwithstanding any other provisions of this agreement to the contrary, it is distinctly understood between the parties hereto that:

1. For any activity involved in the construction of the improvements contemplated by this agreement, and, unless such vendor, supplier, contractor or service is not available locally; and,

2. For any constituent good or product incorporated into the construction of the PROJECT;

The OWNER must solicit and allow local vendors, contractors, suppliers and companies to bid on the provision of such goods and services from the outset of procurement for same.

FAILURE TO COMPLY WITH THESE PROVISIONS SHALL BE GROUNDS FOR THE JEFFERSON COUNTY COMMISSIONERS COURT, AFTER DUE CONSIDERATION, TO REDUCE THE PERCENTAGES AND YEARS OF THE TAX ABATEMENT. THESE OBLIGATIONS ARE NON-DELEGABLE TO THE PARTIES HERETO AND NONE OF THE OBLIGATIONS MAY BE CONTRACTED AWAY WITH THE PRIME CONTRACTORS OR OTHERS. THE RECIPIENT OF AN ABATEMENT AGREEMENT WILL, IF REQUESTED, PROVIDE THE COMMISSIONERS COURT WITH RELEVANT PORTIONS OF ITS CONTRACT WITH THE PRIME CONTRACTORSTHAT REQUIRES FULL COMPLIANCE WITH ALL TERMS AND CONDITIONS OF THE AGREEMENT.

13. TERMINATION

OWNER shall have the right to terminate this agreement at any time upon thirty (30) days' written notice to the COUNTY and COUNTY shall have the right of recapture per Provision number 12 above.

14. ASSIGNMENT

OWNER may assign this AGREEMENT, in whole or in part, to a new owner or lessee of the same PROJECT, or a portion thereof, or to an Affiliate of OWNER upon written approval by resolution of the COMMISSIONERS COURT of such assignment, and approval shall not be unreasonably withheld or delayed. It shall not be unreasonable for the COURT to withhold approval if OWNER or the proposed assignee is liable to the COUNTY for outstanding taxes or other obligations.

15. ENTIRE AGREEMENT

The Parties agree that this AGREEMENT contains all of the terms and conditions of the understanding of the Parties relating to the subject matter hereof. All prior negotiations, discussions, correspondence and preliminary understandings between the parties and others relating hereto are superseded by the AGREEMENT.

16. SUCCESSORS AND ASSIGNS

This AGREEMENT shall be binding on and inure to the benefit of the parties, their respective successors and assigns. OWNER may not assign all or part of its rights and obligations hereunder without the prior written consent of the COUNTY, which shall not be unreasonably withheld or delayed. It shall not be unreasonable to withhold consent to assignment if OWNER or the proposed assignee(s) is/are delinquent in the payment of any ad valorem taxes.

16. NOTICE

Any notice and/or statement required and permitted to be delivered shall be deemed delivered by depositing same in the United States mail, certified with return receipt requested, postage prepaid, addressed to the appropriate party at the following addresses:

OWNER:

Beaumont Bulk Solution LLC
c/o Terra Aggregates LLC
3005 S Lamar Blvd, STE D109, #446,
Austin, TX 78704
Attn: Nasser A. Ahmad, CEO & Co-Founder

Beaumont Bulk Solutions LLC
c/o River Cement Sales Company
100 Brodhead Road, Suite 230
Bethlehem, PA 18017
Attn: Chief Financial Officer

Beaumont Bulk Solutions LLC
c/o River Cement Sales Company
100 Brodhead Road, Suite 230
Bethlehem, PA 18017
Attn: General Counsel

With a copy to:

Megan Gallien
Chief Financial Officer
Griffith, Moseley, Johnson & Associates, Inc.
2545 Lakeshore Drive
Port Arthur, TX 77640

COUNTY: Hon. Jeff R. Branick, County Judge
Jefferson County Texas
P.O. Box 4025
Beaumont, Texas 77704
(409) 835-8466
(409) 839-2311 (facsimile)

With a copy to: Ms. Kathleen Kennedy, Chief Civil Attorney
Criminal District Attorney
1149 Pearl Street, 3rd Floor
Beaumont, Texas 77701
(409) 835-8550
(409) 835-8573 (facsimile)

Mr. Fred L. Jackson,
First Assistant: Staff Attorney
Jefferson County Courthouse
P. O. Box 4025,
Beaumont, Texas 77704
(409) 835-8466
(409) 839-2311 (facsimile)

17. MERGER

The Parties agree that this AGREEMENT contains all of the terms and conditions of the understanding of the parties relating to the subject matter hereof. All prior negotiations, discussions, correspondence and preliminary understandings between the parties and others relating hereto are superseded by this AGREEMENT.

18. INTERPRETATION

The Parties acknowledge that both have been represented by counsel of their choosing in the negotiation and preparation of the AGREEMENT. Regardless of which party prepared the initial draft of this AGREEMENT, this AGREEMENT shall, in the event of any dispute over its meaning or application, be interpreted without reference to the principle of construction favoring the party who did not draft the AGREEMENT under construction.

19. APPLICABLE LAW AND VENUE

This AGREEMENT is made, and shall be construed and interpreted under the laws of the State of Texas and venue shall lie in Jefferson County, Texas.

20. SEVERABILITY

In the event any provision of this AGREEMENT is illegal, invalid, or unenforceable under present or future laws, then, and in that event, it is the intention of the Parties hereto that the remainder of this AGREEMENT shall not be affected thereby, and it is also the intention of the Parties to this AGREEMENT that in lieu of each clause or provision that is found to be illegal, invalid, or unenforceable, a provision be added to this AGREEMENT which is legal, valid, and enforceable and is as similar in terms as possible to the provision found to be illegal, invalid or unenforceable.

Executed in duplicate this the 30 day of December, 2025.

FOR THE COUNTY:

Hon. Jeff R. Branick, County Judge
Jefferson County, Texas

FOR OWNER:

Nasser A. Ahmad, General Manager
Beaumont Bulk Solutions LLC

EXHIBIT A "Description of PROJECT"

BULK CEMENT TERMINAL AND BARGE DOCK

PHASE 1 – CEMENT IMPORT TERMINAL (SUBJECT TO A SEPARATE AGREEMENT)

The OWNER is proposing the development of a state-of-the-art import terminal for cementitious materials, primarily cement, in a strategic location to provide essential construction materials to markets in high demand. The proposed PROJECT would have an initial estimated annual throughput during a three-year ramp-up period of 360,000 metric tons per year (MTPY), 480,000 MTPY, and 600,000 MTPY of cement during the 1st year, 2nd year, and 3rd year, respectively, and during the 4th year and thereafter, 800,000 MTPY of cement and a maximum throughput capacity of 2,000,000 MTPY. In addition to the import terminal, the construction of a barge dock is being considered as a second phase of the PROJECT. The construction of the barge dock is subject to market conditions.

The southern region of the United States, particularly in Texas and Louisiana, is in short supply of cement which lags both the current and projected future demand. By providing a cost-effective and reliable source of top-quality cement, the proposed PROJECT would help fill the existing and projected future gap between supply and demand.

The PROJECT is an estimated $135 million investment with operations projected to generate approximately 39, 50, 61, and 74 new full-time equivalents ("FTEs") during the first, second, third and fourth operating year, respectively. However, at maximum throughput capacity the estimated new, direct and indirect FTE count could increase to 140. The PROJECT is expected to create up to 170 peak construction jobs and will include opportunities for local contractors, laborers, vendors and suppliers. The current timeline aims to begin construction in 2026, with an estimated operation date in 2028. On-site time to construct consists of a 24-month period.

PHASE 2 – BARGE DOCK

The construction of a barge dock, if approved, would add an additional $15.5 million to the total investment. The construction of the barge dock is subject to market conditions and may commence 5 years following commercial operations of the terminal. This phase of the PROJECT would take approximately 10 months to complete. This phase would create no additional full-time equivalents but would allow for an increase in throughput capacity.

Updated: 12/10/25

EXHIBIT A-1 "Tax Abatement Schedule"

(Exact tax years are subject to Abatement Period Notice from OWNER to COUNTY)

PHASE 2 – BARGE DOCK PROJECTED CONSTRUCTION START: Q1-2031 INVESTMENT: $15.5 MILLION		
ABATEMENT YEAR	PROJECTED TAX YEAR	PERCENTAGE OF VALUE ABATED
1	2032	100%
2	2033	100%
3	2034	100%
4	2035	100%
5	2036	100%
6	2037	100%
7	2038	100%
8	2039	100%
9	2040	100%
10	2041	100%

EXHIBIT B "Base Year Property"

The reinvestment zone contains an old grain elevator that is being demolished by the Port of Beaumont due to obsolescence. This base year taxable value as certified will be attached, by consent of the parties, when same is calculated and adopted by the Jefferson County Appraisal District. The base year value will be zero as this property has no taxable value

Updated: 12/10/25

EXHIBIT C "Reinvestment Zone Order"

STATE OF TEXAS	§	IN THE COMMISSIONERS COURT[28]
COUNTY OF JEFFERSON	§	OF JEFFERSON COUNTY, TEXAS

AN ORDER OF THE COMMISSIONERS COURT OF JEFFERSON COUNTY, TEXAS DESIGNATING A REINVESTMENT ZONE PURSUANT TO SEC 312.401 OF THE TAX CODE (THE PROPERTY REDEVELOPMENT AND TAX ABATEMENT ACT)

BE IT REMEMBERED at a meeting of Commissioners Court of Jefferson County, Texas, held on the 16th day of September, 2025 on motion made by Everette "Bo" Alfred, Commissioner of Precinct No 4, and seconded by Michael S. Sinegal, Commissioner of Precinct No 3, the following Order was adopted

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

WHEREAS, it is in the best interest of the county to designate the Project Cement facility in Beaumont, TX a reinvestment zone, pursuant to Sec, 312.401 et seq., Tax Code (The Property Redevelopment and Tax Abatement Act)

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

Section 1. That the Commissioners Court hereby designates the Project Cement property, 1745 Buford St., Beaumont, TX (mailing purposes only), Jefferson County, Texas 77701, further described in the legal description attached hereto as Exhibit "A", and made apart hereof for all purposes, as a Reinvestment Zone (the "Zone"). Within the parcel of land designated by this Reinvestment Zone, Beaumont Bulk Solutions, LLC. intends to erect facilities for the purpose of storage and marketing of cement and related materials. This Zone is comprised of one parcels designated on Exhibit "A" as JCCAD identification, #124743 being the limits of this reinvestment zone.

Section 2 That the Commissioners Court finds that the Zone area meets the qualifications of the Texas Redevelopment and Tax Abatement Act (hereinafter referred to as the "Act".)

Section 3. That the Commissioners Court has heretofore adopted Guidelines and Criteria for Granting Tax Abatements in Reinvestment Zones in Jefferson County, Texas

Section 4 That the Commissioners Court held a public hearing to consider this Order on the 16th day of September, 2025.

Section 5. The Commissioners Court finds that such improvements are feasible and will benefit the Zone after the expiration of the agreement

Section 6. The Commissioners Court finds that creation of the Zone is likely to contribute to the retention or expansion of primary employment in the area and/or would contribute to attract major investments that would be a benefit to the property and that would contribute to the economic development of the community

Section 7. That this Order shall take effect from and after its passage as the law in such cases provides.

Signed this 16th day of September, 2025

JEFF R. BRANICK
County Judge

COMMISSIONER BRANDON WILLIS
Precinct No. 1

COMMISSIONER MICHAEL S. SINEGAL
Precinct No. 3

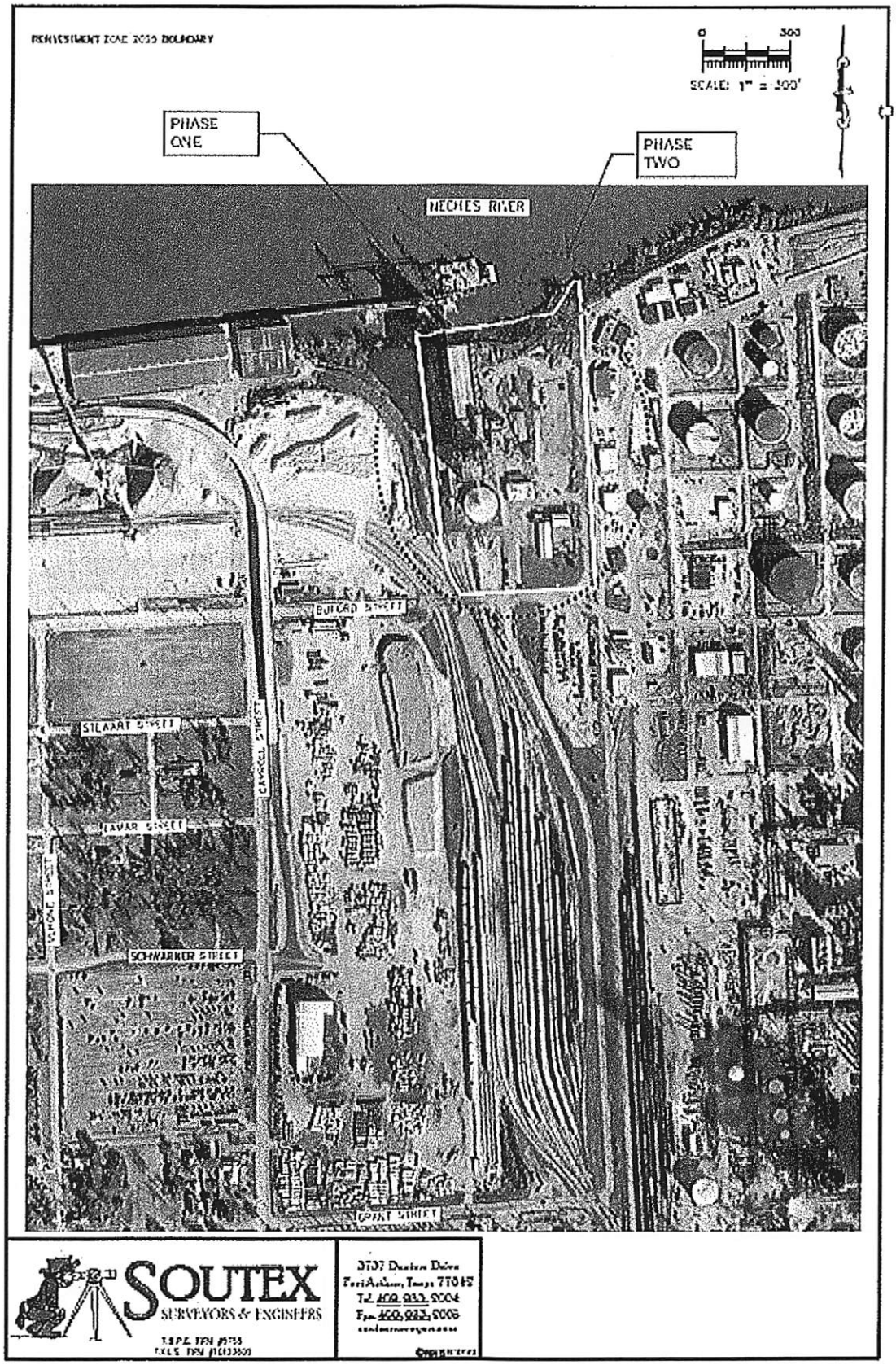
COMMISSIONER CARY ERICKSON
Precinct No. 2

COMMISSIONER EVERETTE D. ALFRED
Precinct No 4

ATTEST Judy Kinnell
DATE 9/18/25

COMMISSIONERS COURT JEFFERSON COUNTY, TEXAS

Updated: 12/10/25



Updated: 12/10/25

11.29 ACRES OF LAND
OUT OF THE DAVID BROWN SURVEY, ABSTRACT NO. 5
JEFFERSON COUNTY, TEXAS

BEING 11.29 acres of land, out of and a part of The David Brown Survey, Abstract No. 5, Jefferson County, Texas, being part of Tract 10 of several tracts of land described in a deed to The Port of Beaumont Navigation District of Jefferson County, Texas, recorded in Volume 769, Page 361, Deed Records, Jefferson County, Texas; said 11.29 acre tract being more fully described by metes and bounds as follows, to wit:

Note: Bearings, coordinates, distances and acreage are based on the Texas Coordinate System of 1983, South Central Zone, US Survey Feet, and are referenced to SmartNet, North America.

BEGINNING at a concrete monument found on the intersection of the North right-of-way line of a dedicated closed roadway named Buford Street, Ordinance No. 08-065 and filed under 2008029823, Official Public Records, Jefferson County, Texas, and the West line of ExxonMobil Corporation Properties, recorded in Volume 148, Page 249, Deed Records, Jefferson County, Texas; said monument being on the East line of said Tract 10, having a Texas Coordinate of N: 13970461.44 E: 3525623.02; from which a ½" steel rod, capped and marked "SOUTEX", found for the Southwest corner of a tract of land described in a deed to Socony Mobil Oil Company, Inc, recorded in Volume 1292, Page 508, Deed Records, Jefferson County, Texas, bears South 07 deg., 23 min., 41 deg., West, a distance of 563.52';

THENCE, South 86 deg., 52 min., 20 sec., West, a distance of 464.06', to a point for corner; being the Southwest corner of the herein described tract;

THENCE, North 28 deg., 32 min., 28 sec., West, a distance of 63.69', to a point for corner;

THENCE, on an arc of a curve to the right, having a radius of 601.50', an arc length of 155.41', a chord bearing of North 14 deg., 31 min., 04 sec., West, a chord distance of 154.98', to a point for corner;

THENCE, North 07 deg., 06 min., 53 sec., West, a distance of 682.02', to a point for corner on the South bank line of The Neches River; said point for corner being the Northwest corner of the herein described tract;

THENCE, to the points for corners on the South bank line of said Neches River the following bearings and distances:

South 65 deg., 19 min., 05 sec., West, a distance of 23.53'
North 90 deg., 00 min., 00 sec., East, a distance of 22.61'
North 52 deg., 46 min., 34 sec., East, a distance of 10.24'
North 74 deg., 03 min., 53 sec., East, a distance of 52.29'
North 82 deg., 34 min., 04 sec., East, a distance of 133.45'
South 72 deg., 23 min., 16 sec., East, a distance of 10.04'
North 90 deg., 00 min., 00 sec., East, a distance of 5.52'
North 79 deg., 46 min., 27 sec., East, a distance of 79.04'
North 72 deg., 22 min., 07 sec., East, a distance of 69.83'
North 82 deg., 45 min., 39 sec., East, a distance of 68.89'
North 43 deg., 59 min., 18 sec., East, a distance of 20.18'
North 32 deg., 13 min., 09 sec., East, a distance of 71.73'
North 22 deg., 07 min., 02 sec., East, a distance of 17.60'

North 38 deg., 27 min., 13 sec., East, a distance of 27.04'

THENCE, North 90 deg., 00 min., 00 sec., East, continuing on the South bank line of said Neches River, a distance of 17.11', to a point for corner being the Northeast corner of the herein described tract;

THENCE, South 03 deg., 24 min., 13 sec., East, a distance of 1040.76', to the **POINT OF BEGINNING** and containing 11.29 acres of land, more or less.

This description is based on the Land Survey made under the direct supervision of Anthony M. Leger, Registered Professional Land Surveyor No. 5481 on April 5, 2024.

Updated: 12/10/25

EXHIBIT D "List of HUB/ DBE Companies"

OWNER may acknowledge the County has previously provided this.

EXHIBIT E "Jefferson County Abatement Policy"

It is understood and agreed that all abatement agreements granted herein shall conform to this abatement policy, except as otherwise set forth in this Agreement, and to the Texas Tax Code.

EXHIBIT F " Affiliates of OWNER"

There are two BBS-related entities, as follows:

1. Terra Aggregates, LLC (Terra)

2. River Cement Sales Company, dba Buzzi Unicem USA (Buzzi)

Neither affiliate has existing property in Jefferson County.

PHASE 2

Updated: 12/15/25
Phase 2

EXHIBIT G " FTE Methodology"

Full Time Equivalent Category	FTE Methodology
Beaumont Bulk Solutions Staff	Hours
Beaumont Bulk Solutions Home Office Staff	Hours
Beaumont Bulk Solutions Stevedore and Terminal Operators	Hours
Beaumont Bulk Solutions Customers' Truck Drivers	Truck Tons Loaded
Port's Designated Ship Tug Contractor	Vessels Unloaded
Line Crew	Vessels Unloaded
Ship Pilots	Vessels Unloaded
Port's Industrial Switching Contractor	Railcars Loaded
Class I Rail Carriers	Railcars Loaded
Line Boats Crew	Barges Loaded

OWNER will provide an affidavit that their employees are paid by Form W-2 and that they meet the earnings/income criteria to comply with the requirements of the abatement agreement.

"Full-time equivalents" ("FTEs"), as used herein, shall mean a permanent full-time equivalent position that: requires at least 1,600 hours of work per year, and pays at least an average of $64,647 which is 110% of the annualized county average weekly wage for jobs in Jefferson County, Texas as published by the U.S. Bureau Labor of Statistics for the Beaumont-Port Arthur Metropolitan Statistical Area for 3rd quarter of 2024 (the most recent wage data available as of the Effective Date). It is acknowledged and agreed that the Owner will not have the ability to collect hours of work per year for certain of the FTEs. In those cases, the FTEs will be computed based upon the tonnage handled by the FTEs. Refer to Exhibit G for the methodology to be used by category of FTE.

CRIMINAL FEES

6/30/2025

Line #	Fund	Description	Column 1 Total Collected	Column 2 County %	Column 3 State % G/L total
1	795	01/01/2020 Forward	150,262.40	15,026.24	**135,236.16**
2	768	01/01/2004-12/31/2019	3,028.76	302.88	**2,725.88**
3		09/01/1991-12/31/2003	-	-	**-**
4	776	Bailbond Fee (BB)	14,850.00	1,485.00	**13,365.00**
5	789	DNA Testing Fee-Juvenile (DNA JV)	-	-	**-**
6	778	EMS Trauma Fund (EMS)	8,257.97	825.80	**7,432.17**
7	712	Juvenile Probation Diversion Fee (JPD)	-	-	**-**
8	793	State Traffice Fine (STF2) Sep 1, 2019 fwd	50,003.22	2,000.13	**48,003.09**
9	777	State Traffice Fine (STF) prior to Sep 1, 2019	391.97	19.60	**372.37**
10	794	Intoxicated Driver's Fine	400.00	16.00	**384.00**
11	780, 781, 783, 859	Prior Mandatory Costs(JRF, IDF, & JS combined)	381.02	38.10	**342.92**
12	786	Moving Violation Fees (MVF)	1.71	0.17	**1.54**
13	775	DNA Testing Fee-Felony Convictions (DNA)	9.72	0.97	**8.75**
14	775	DNA Testing Fee-MSDM &CS (DNA & CS)	-	-	**-**
15	790	TruancyPrevention and Diversion Fund (TPD)			**37.01**
16	765	Failure to Appear/Pay (FTA) Report 2/3's of fees			**736.59**
17	771	Time Payment Feed (TP) Report 50% of fees			**153.62**
18		Judicial Fund-Constitutional County Court			**-**
19		Judicial Fund-Statutory County Court			**-**
20	702	Peace Officer Fees (Report 20% of fees from actions by state officers only)			**1,940.08**
21	767	Motor Carrier Weight Violation (MCW) (Report 50% of the fines collected)			**490.45**
22		Driving Record Fee (Report 100% of fees collected)			**-**
23		non-Suspension Fine (NSF) (Report 100% of fine collected)			**-**
24		**TOTAL DUE FOR THIS PERIOD (Total of Items 1-23 in Column 3)**			**211,229.63**
25		**TOTAL AMOUNT DUE AND PAYABLE (Same as Item 24)**			**211,229.63**

CIVIL FEES

6/30/2025

Line #	Fund	Description		Column 1 Count Issued/Filed	Column 2 Total Collected	Column 3 Amount Due (G/L Total)
1	766	Birth Certificate Fees		137	246.60	246.60
2	759	Marriage License Fees		534	15,467.50	15,467.50
3	759	Declaration of Informal Marriage			-	-
4	719	Juror Donation		20	340.00	340.00
5	747	JP Consolidated Civil Fee		2646	100,735.50	100,735.50
6	747	Statutory Probate Court	6a. Consolidated Civil Fee	1	-	-
	747		6b. Filing Fee for other actions	0	-	-
7	747	Statutory County Court	7a. Consolidated Civil Fee	57	-	-
	747		7b. Filing Fee for other actions	0	-	-
8	747	Constitutional County Court	8a. Consolidated Civil Fee	114	-	-
	747		8b. Filing Fee for other actions	3	-	-
9	747	District Court	9a. Consolidated Civil Fee	262	-	-
	747		9b. Filing Fee for other actions	148	-	-
10	747	County Alternative Dispute Resolution Fund			-	-
11		TOTAL OF LINES 1-10				116,789.60
12		TOTAL FROM LINE 9 OF CIVIL FEES SUPPLEMENT FORM (Repealed line items)				363.19
13		TOTAL DUE FOR THIS PERIOD (Total of Items 11 & 12)				117,152.79
14		**TOTAL AMOUNT DUE AND PAYABLE (Same as Item 13)**				**117,152.79**

CIVIL FEES SUPPLEMENTAL - *REPEALED FEES ONLY*

Line #	Fund	Description		Column 1 Count Issued/Filed	Column 2 Total Collected	Column 3 County %	Column 4 Amount Due (G/L Total)
1	779	Nondisclosure Fees			-		-
2	764, 772	Justice Counrts Filing Fee		36.32	75.31	(3.77)	71.54
3		Statutory Probate Court	3a. Filing Fee-Indigents Legal Services		-		-
			3b. Judicial Legal Services		-		-
4		Statutory County Court	4a. Filing Fee-Indigents Legal Services	0	-	-	-
			4b. Judicial Legal Services	0	-		-
5		Constitutional County Court	5a. Filing Fee-Indigents Legal Services	0	-		-
			5b. Judicial Legal Services	0	-		-
6		District Court	6a. Divorce & Familiy Law Cases *Col 3 is $.25 times Col 1*	0	-	-	-
			6b. Other than Divorce/Familiy Law *Col 3 is $.50 times Col 1*	-	-	-	-
			6c. Indigens Legal Services	0	-	-	-
7	780, 781, 783, 785, 859	Judicial Support Fee		0	288.00		288.00
8	792	Judicial & Court Personnel Training Fee		0			3.65
9		**TOTAL AMOUNT DUE AND PAYABLE (Same as Item 13)**					**363.19**

CIVIL FEES

SPECIALTY COURT PROGRAM ACCOUNT (40-147)

Line #	Fund	Description	Amount
1		Total Amount of Specialty court program fees collected	253.58
2		Amount Retained (50%) for established specialty court programs within the county	126.79
3		Allawable service fee for timely filing (10% of Line 1)	25.36
4		Amount Due to state	101.43
5	782	Total Amount of Payment	101.43

CHILD SAFETY SEAT AND SEAT BELT VIOLATION FINES (40-138)

Line #	Fund	Description	Amount
1		Total Amount of fines Collected	3,317.06
2		Total Amount of fines Due to Stte	1,658.53
3	709	Total Amount of Payment	1,658.53

ELECTRONIC FILING SYSTEM-STATE FUND (40-151)

Line #	Fund	Description	Amount
Filing Fees Civil Case			
1		District Court Filing Fees (look at DC entry)	-
2		County Court Filing Fees (look at CC entry)	-
3		Justice Court Filing Fees (not collecting yet)	-
4		Total Amount of Filing Fees	-
Criminal Costs of Convictions			
5		District Court convictions (look at DC entry)	-
6		County Court Convictions (look at CC entry)	-
7		Total Amount of Criminal Costs Collected	-
8		Total Amount of fines Due to Stte	-
9	788	Total Amount of Payment	72.53
10	791	Texas Home Visits	-

Criminal Report	211,229.63
Civil Report	117,152.79
Specialty Report	1,832.49
Annual Child Safety Seat (Fund 709)	(1,658.53)
Total: TO PAY	328,556.38
G/L Balance (207-51-01 accounts)	330,214.91
(Difference)	(1,658.53)

Resolution

STATE OF TEXAS § COMMISSIONERS COURT
§
COUNTY OF JEFFERSON § OF JEFFERSON COUNTY, TEXAS

BE IT REMEMBERED at a meeting of Commissioners' Court of Jefferson County, Texas, held on the 27 day of January, 2026, on motion made by Cary Erickson, Commissioner of Precinct No. 2, and seconded by Michael S. Sinegal, Commissioner of Precinct No. 3, the following RESOLUTION was adopted:

COVERDELL FORENSIC SCIENCES IMPROVEMENT PROGRAM

WHEREAS, The Commissioners Court of Jefferson County, Texas finds it in the best interest of the citizens of the Jefferson County that the Crime Laboratory Improvement Project be operated for the 2027 project year; and

WHEREAS, this grant will not require matching funds; and

WHEREAS, The Jefferson County Commissioner's Court agrees that in the event of loss or misuse of the Criminal Justice Division funds, The Jefferson County Commissioner's Court assures that the funds will be returned to the Criminal Justice Division in full; and

WHEREAS, The Jefferson County Commissioner's Court designates the Jefferson County Judge, as the grantee's authorized official and the authorized official is given the power to apply for, accept, reject, alter or terminate the grant on behalf of the applicant agency; and

WHEREAS, The Jefferson County Commissioner's Court designates the Jefferson County Auditor, as the grantee's financial officer and the financial officer is given the power to submit financial and/or programmatic reports or alter a grant on behalf of the applicant agency; and

NOW, THEREFORE, BE IT RESOLVED Commissioners Court of Jefferson County hereby approves submission of the grant application for the Jefferson County Crime Laboratory Improvement Project to the Office of the Governor, Criminal Justice Division.

Grant /Application Number 5710401

SIGNED this 27th day of January, 2026.

JUDGE JEFF R. BRANICK
County Judge

COMMISSIONER BRANDON WILLIS
Precinct No. 1

COMMISSIONER MICHAEL S. SINEGAL
Precinct No. 3

COMMISSIONER CARY ERICKSON
Precinct No. 2

COMMISSIONER EVERETTE D. ALFRED
Precinct No. 4

CERTIFICATION OF OWNERSHIP

THE STATE OF TEXAS §
COUNTY OF JEFFERSON §

KNOW ALL MEN BY THESE PRESENTS, That I, Justin Lewis, Owner of 6.824 acres of land out of the Sophia Dean Survey, Abstract No. 16, Jefferson County, Texas as conveyed to me by deed dated January 12, 2023, and recorded in County Clerk's File No. 2023000932, Jefferson County Official Public Records of Real Property, DO HEREBY SUBDIVIDE 6.824 acres of land out of the Sophia Dean Survey, Abstract No. 16, in accordance to be known as the Nashland Estates, Phase II, in accordance with the plat shown hereon, subject to any and all easements or restrictions heretofore granted and do hereby dedicate to the public the streets and easements shown hereon.

WITNESS MY HAND, this _____ day of _____, 2026.

By: _____
Justin Lewis (Owner)

THE STATE OF TEXAS §
COUNTY OF JEFFERSON §

BEFORE ME, the undersigned authority, on this day personally appeared Justin Lewis, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE

This _____ day of _____, 2026.

_____
Notary Public, State of Texas

My Commission Expires: _____

CERTIFICATE OF COUNTY ENGINEER

State of Texas §
County of Jefferson §

I, Michelle Falgout, Jefferson County Engineer, do hereby certify that the plat of this subdivision complies with all existing rules and regulations of this office as adopted by the Commissioner's Court of Jefferson County, Texas.

_____
County Engineer

CERTIFICATE OF COUNTY APPROVAL

STATE OF TEXAS§
COUNTY OF JEFFERSON §

Approved by the Commissioners Court of Jefferson County, Texas on the _____ day of _____, 2026, authorizing the filing for record of this plat. Jefferson County assumes no obligations for the maintenance of streets, roads, drainage or any other improvements.

_____
Commissioner Precinct No. 1
Jefferson County, Texas

_____
Commissioner Precinct No. 2
Jefferson County, Texas

_____
Commissioner Precinct No. 3
Jefferson County, Texas

_____
Commissioner Precinct No. 4
Jefferson County, Texas

_____
County Judge
Jefferson County, Texas

CERTIFICATE OF RECORDING

State of Texas §
County of Jefferson §

I, Roxanne Acosta-Hellberg, County Clerk of Jefferson County, Texas, do hereby certify that the foregoing instrument of writing with its certificate of authentication was filed for record in my office on the _____ day of _____, 2026, at ___ o'clock _.m., and duly recorded on the _____ day of _____, 2026, at ___o'clock __.m., in the Official Public Records of Jefferson County, Texas, in Clerk's File No. _____ _____.

_____
County Clerk, Jefferson County, Texas

_____
Deputy County Clerk, Jefferson County, Texas

TRACT I

Legal Description: 4.454 Acre Tract or Parcel of Land
Sophia Dean League, Abstract No. 16
Jefferson County, Texas

BEING a 4.454 acre tract or parcel of land situated in the Sophia Dean Survey, Abstract No. 16, Jefferson County, Texas, and being out of and a part of that certain called 47 acre tract of land, identified as 1st Tract, as described in "Deed" from W.D. McQueen to B.E. Quinn as recorded in Volume 164, Page 36, Deed Records, Jefferson County, Texas, and furthermore, being out of and a part of the remainder of that certain called 81.080 acre tract of land as described in a "Warranty Deed with Vendor's Lien with Mineral Reservations" from B.E. Quinn III, Pamela Raines Quinn, Patrick J. Quinn, Richard H. Quinn, and Robert G. Quinn to Justin Lewis as recorded in Clerk's File No. 2023000932, Official Public Records of Real Property, Jefferson County, Texas, said 4.454 acre tract of land being more particularly described as follows:

NOTE: All bearings and coordinates are referenced to the Texas Coordinate System of 1983, South Central Zone. All distances and acreages are surface. All set 5/8" iron rods are set with red caps stamped "Whiteley".

BEGINNING at a 5/8" iron rod with red cap stamped "WHITELEY" found for the Northwesterly corner of the tract herein described, said corner being the Southwesterly corner of Lot 4 of Nashland Estates, a subdivision of Jefferson County, Texas, according to the plat thereof as recorded in Clerk's File No. 2023013461, Official Public Records, Jefferson County, Texas, and being in the Easterly right of way line of North China Road (based on an apparent width of 60 feet), and said corner also being the Westernmost Northwesterly corner of the remainder of the above referenced 81.080 acre Lewis tract, and furthermore, said corner has a grid coordinate of N: 13,969,583.9 and E: 3,443,356.7;

THENCE SOUTH 83°04'29" EAST, along and with the boundary between the tract herein described and the Southerly line of Lot 4 of said Nashland Estates, for a distance of 287.46 feet to a 5/8" iron rod with red cap stamped "WHITELEY OLIVER" found for the Northeasterly corner of the tract herein described, said corner being the Southeasterly corner of said Lot 4 of Nashland Estates, and said corner also being an interior ell corner of the remainder of the said 81.080 acre Lewis tract;

THENCE SOUTH 05°57'12" WEST, over and across the remainder of the said 81.080 acre Lewis tract, for a distance of 595.70 feet to a 5/8" iron rod set for the Southeasterly corner of the tract herein described;

THENCE NORTH 84°03'25" WEST, continuing over and across the remainder of the said 81.080 acre Lewis tract, for a distance of 336.84 feet to a 5/8" iron rod set for the Southwesterly corner of the tract herein described, said corner being in the Easterly right of way line of North China Road, same being the Westerly line of the remainder of the said 81.080 acre Lewis tract;

THENCE NORTH 07°19'47" EAST, along and with the Easterly right of way line of North China Road, for a distance of 414.70 feet to a 5/8" iron rod with red cap stamped "WHITELEY OLIVER" found for an exterior angle point of the tract herein described, said corner being an interior angle point of the Easterly right of way line of North China Road;

THENCE NORTH 17°55'36" EAST, continuing along and with the Easterly right of way line of North China Road, for a distance of 190.19 feet to the **POINT OF BEGINNING**, and containing 4.454 Acres, more or less.

TRACT II

Legal Description: 2.370 Acre Tract or Parcel of Land
Sophia Dean League, Abstract No. 16
Jefferson County, Texas

BEING a 2.370 acre tract or parcel of land situated in the Sophia Dean Survey, Abstract No. 16, Jefferson County, Texas, and being out of and a part of that certain called 47 acre tract of land, identified as 1st Tract, as described in "Deed" from W.D. McQueen to B.E. Quinn as recorded in Volume 164, Page 36, Deed Records, Jefferson County, Texas, and furthermore, being out of and a part of the remainder of that certain called 81.080 acre tract of land as described in a "Warranty Deed with Vendor's Lien with Mineral Reservations" from B.E. Quinn III, Pamela Raines Quinn, Patrick J. Quinn, Richard H. Quinn, and Robert G. Quinn to Justin Lewis as recorded in Clerk's File No. 2023000932, Official Public Records of Real Property, Jefferson County, Texas, said 2.370 acre tract of land being more particularly described as follows:

NOTE: All bearings and coordinates are referenced to the Texas Coordinate System of 1983, South Central Zone. All distances and acreages are surface. All set 5/8" iron rods are set with red caps stamped "Whiteley".

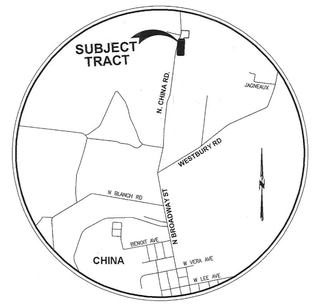
BEGINNING at a 1/2" iron rod found for the Southwesterly corner of the tract herein described, said corner being the Northwesterly corner of that certain called 35.00 acre tract of land as described in a "Warranty Deed" from Tracy Lynn Byrd and D. Michelle Byrd to Jimmy L. Samaha, Jr. and wife, Jessica Sherman Samaha, as recorded in Clerk's File No. 2010036931, Official Public Records, Jefferson County, Texas, and being in the Easterly right of way line of North China Road (based on an apparent width of 60 feet), and said corner also being the Southwesterly corner of the remainder of the above referenced 81.080 acre Lewis tract, and furthermore, said corner has a grid coordinate of N: 13,968,632.6 and E: 3,443,199.0;

THENCE NORTH 07°19'47" EAST, along and with the Easterly right of way line of North China Road, for a distance of 302.09 feet to a 5/8" iron rod set for the Northwesterly corner of the tract herein described;

THENCE SOUTH 84°03'25" EAST, over and across the remainder of the said 81.080 acre Lewis tract, for a distance of 338.28 feet to a 5/8" iron rod set for the Northeasterly corner of the tract herein described;

THENCE SOUTH 05°57'12" WEST, continuing over and across the remainder of the said 81.080 acre Lewis tract, for a distance of 302.00 feet to a 5/8" iron rod set for the Southeasterly corner of the tract herein described, said corner being in the Northerly line of the above referenced 35.00 acre Samaha tract, and furthermore, said corner bears NORTH 84°03'25" WEST a distance of 1,944.00 feet from a 5/8" iron rod with red cap stamped "WHITELEY OLIVER" found for the Northeasterly corner of the said 35.00 acre Samaha tract, same being the Southeasterly corner of the remainder of the said 81.080 acre Lewis tract;

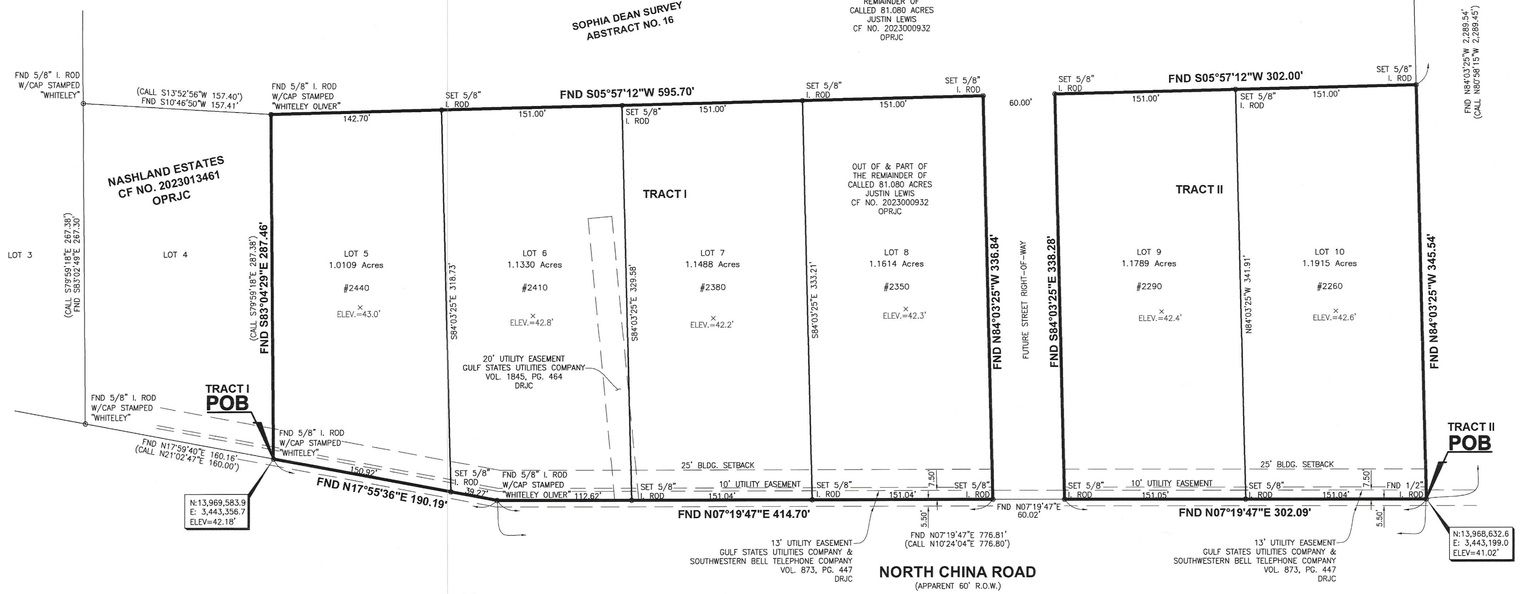
THENCE NORTH 84°03'25" WEST, along and with the boundary between the tract herein described and the Northerly line of the said 35.00 acre Samaha tract, for a distance of 345.54 feet to the **POINT OF BEGINNING**, and containing 2.370 Acres, more or less.



VICINITY MAP
"NTS"

NORTH

0' 30' 60' 120'
Scale: 1"=60'



NOTES

1. PLAT IS DRAWN FOR PROPERTY CONVEYANCE ONLY. IMPROVEMENTS VISIBLE OR OTHERWISE, ARE NOT SHOWN ON THIS PLAT.
2. ALL BEARINGS AND COORDINATES ARE REFERENCED TO THE TEXAS COORDINATE SYSTEM OF 1983, SOUTH CENTRAL ZONE. ALL DISTANCES AND ACREAGES ARE SURFACE.
3. ALL ELEVATIONS ARE REFERENCED TO THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88) AND BASED UPON NGS MONUMENT PID DN8109, HAVING A PUBLISHED ELEVATION OF 29.20 FEET AS REFERENCED TO GEOID18.
4. ALL SET 5/8" IRON RODS ARE SET WITH RED CAPS STAMPED "WHITELEY."
5. PHYSICAL ADDRESS OF PROPERTY IS NORTH CHINA ROAD, BEAUMONT, TEXAS
6. THIS SUBDIVISION LIES OUTSIDE OF THE EXTRA TERRITORIAL JURISDICTION OF THE CITY OF BEAUMONT, JEFFERSON COUNTY, TEXAS.
7. THIS SUBDIVISION IS WITHIN THE BOUNDARIES OF THE HARDIN-JEFFERSON INDEPENDENT SCHOOL DISTRICT.
8. LOT OWNERS SHALL NOT BE ALLOWED TO INSTALL CULVERTS OR SURFACE DRAIN SYSTEMS TO REPLACE THE OPEN DITCH SYSTEM ON COUNTY ROADS FRONTING THEIR LOT(S) OTHER THAN ALLOWED BY THE COUNTY FOR DRIVEWAYS.
9. THAT NO MORE THAN ONE (1) SINGLE FAMILY RESIDENCE SHALL BE LOCATED ON EACH LOT. THIS RESTRICTION SHALL ALSO BE PLACED ON ALL DEEDS AND CONTRACTS FOR DEED FOR ANY LOT SOLD WITHIN THE SUBDIVISION.
10. LOTS IN SAID SUBDIVISION CANNOT BE FURTHER SUBDIVIDED.
11. PLATTED PARCEL(S) OF THIS SUBDIVISION LIES WITHIN THE BOUNDARIES OF FLOOD ZONE "X" (WHITE) AS DELINEATED ON THE FEMA FLOOD INSURANCE RATE MAP FOR JEFFERSON COUNTY, COMMUNITY PANEL #480365-0125 C, DATED AUGUST 6, 2002. FEMA FLOOD ZONE "X-WHITE" ARE AREAS DETERMINED TO BE OUTSIDE THE 500 YEAR FLOOD PLAIN.
12. ELECTRIC UTILITY SERVICE WILL BE PROVIDED BY: ENTERGY TEXAS, INC.
13. GAS UTILITY SERVICE WILL BE PROVIDED BY: CENTERPOINT ENERGY
14. WATER UTILITY SERVICE WILL BE PROVIDED BY: PRIVATE WELL
15. SEWER UTILITY SERVICE WILL BE PROVIDED BY: ON SITE WASTE WATER SYSTEM

ON SITE SEWAGE FACILITY (OSSF)

TYPE OF FACILITY	USAGE RATE - GALLONS PER DAY (Without water saving devices)	Required Clear Area for OSSF (In Square Feet)	Usage Rate - Gallons per Day (Without water saving devices)	Required Clear Area for OSSF (In Square Feet)
SINGLE FAMILY (1-2 BEDROOMS)	225	6428	180	5143
LESS THAN 1500 SQ. FT.				
SINGLE FAMILY (3 BEDROOMS)	300	8571	240	6857
LESS THAN 2500 SQ. FT.				
SINGLE FAMILY (4 BEDROOMS)	375	10714	300	8571
LESS THAN 3500 SQ. FT.				
SINGLE FAMILY (5 BEDROOMS)	450	12857	360	10286
LESS THAN 4500 SQ. FT.				
SINGLE FAMILY (6 BEDROOMS)	525	15000	420	12000
LESS THAN 5500 SQ. FT.				

SURVEYOR CERTIFICATION

KNOW ALL MEN BY THESE PRESENTS:

THAT I, MICHAEL L. CHOATE, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS CERTIFY THAT THIS PLAT HAS BEEN PREPARED FROM AN ACTUAL SURVEY ON THE GROUND, THAT ALL CORNERS WERE FOUND OR SET AS NOTED AND THAT THIS PLAT CORRECTLY REPRESENTS SAID SURVEY BY ME AND IS IN ACCORDANCE WITH THE SUBDIVISION REGULATIONS OF JEFFERSON COUNTY.

_____
MICHAEL L. CHOATE, REGISTERED PROFESSIONAL
LAND SURVEYOR, NO. 6893

THE STATE OF TEXAS
COUNTY OF JEFFERSON

SUBSCRIBED AND SWORN TO BEFORE ME BY MICHAEL L. CHOATE AND GIVEN UNDER MY AND SEAL OF OFFICE THIS _____ DAY OF _____, 2026.

_____
NOTARY PUBLIC, STATE OF TEXAS

MY COMMISSION EXPIRES: _____

6.824 ACRES — 6 LOTS

FINAL PLAT OF NASHLAND ESTATES PHASE II

A SUBDIVISION OUT OF AND PART OF SOPHIA DEAN SURVEY, ABSTRACT NO. 16 JEFFERSON COUNTY, TEXAS

PREPARED BY:

WHITELEY
INFRASTRUCTURE GROUP
Texas Engineering Firm No. F-2633
Texas Surveying Firm No. 10106700
Louisiana Surveying Firm No. VF0000874
655 Langham Road, #14, Beaumont, Texas 77707
409-892-0421| www.whiteleyinfra.com

JANUARY 2026 — JOB NO. 25-1083

W:\DRAWINGS\2025\25-1083\25-1083 - PLAT.DWG

1/16/2026
Application Date

01-OW-26
Permit Number

N/A
State Permit Number
(If Applicable)

No 1
Precinct Number

JEFFERSON COUNTY
OVERWEIGHT VEHICLE PERMIT

Business Name: ExxonMobil Low Carbon Onshore Storage LLC Phone Number: 720-539-1673

Business Address: 22777 Springwoods Village Parkway; Spring, TX 77389

Local Representative: Richard (Rick) Redus

Description of Work/Type/Location: ExxonMobil will complete activities associated with the Sunflower Development Project including the construction of new injection wells and access routes and maintenance of existing legacy wells located along Old Grayburg Rd.

Description of Route: The entire legth of Old Grayburg Rd under Jefferson County jurisdiction.

Bond Number: 019100475 Bond Amount: $120,000

Check Applicable Boxes:
☒ Under 100,000 Lbs. ☒ Over 100,000 Lbs. ☐ Over 200,000 Lbs.
☐ 90 Day Renewal Permit ($200 Fee) Original Permit Number: _____
☒ One (1) Year Annual Permit ($500 Fee)

Permit Approved: ☑ Yes ☐ No (If No Reason) _____

This Overweight Vehicle Permit is granted by Jefferson County. Permitee agrees to be responsible for any and all damage to the roadway and related structures and will in all ways conform to the terms and conditions of this permit as set forth in the Jefferson County Overweight Vehicle Permit Resolution.

ExxonMobil Low Carbon Onshore Storage LLC
Business Name

22777 Springwoods Village Parkway; Spring, TX 77389
Mailing Address

Richard (Rick) Redus

Environmental and Regulatory Advisor
Representative Name and Title

Richard L Redus 16 Jan 2026
Representative Signature and Date

Jefferson County

County Engineer

Precinct Superintendent

ERNEST CLEMENT
Engineering Specialist

01-044-26

STATE OF TEXAS §
§
COUNTY OF JEFFERSON §

ROAD USE AGREEMENT BETWEEN JEFFERSON COUNTY
AND ExxonMobil Low Carbon Solutions Onshore Storage, LLC

WHEREAS, ExxonMobil Low Carbon Solutions Onshore Storage, LLC (hereinafter "Company") intends to conduct complete construction activities, including new injection well pads and access roads, associated with the Sunflower Development Project [describe operation], (hereinafter the "Project") at a sites located on Old Grayburg Rd)county road name) located in Precinct No. 1 ; and

WHEREAS, the proposed project will require the transportation of heavy equipment or loads (loads shall include any building supplies, material or other bulk loads, including rock, gravel, cement, asphalt, timber, etc. in amounts that exceed the capacity of the road) over one or more Jefferson County, Texas road(s) identified as: [1st road name] and County [2nd road name]:

1. County Road Old Grayburg Rd ,
2. County Road _____ ; and

WHEREAS, the weight of the equipment will exceed the load bearing capacity of the identified county roads and bridges on the proposed route; and

WHEREAS, the transportation of the equipment or loads may cause substantial damage to the county roads and bridges; and

WHEREAS, Company and Jefferson County, Texas (hereinafter "County") agree that the transportation of this equipment or loads is necessary for the Project and that the County should be compensated for any damages or additional maintenance costs incurred by the County as a result of the Project; and

WHEREAS, the Company and County hereby agree and contract as follows:

1. Company may utilize County road Old Grayburg Rd and County road _____ for the transport of all necessary equipment and/or loads to the Project location on the designated county roads without weight limitations for a time period from a commencement date of February 01, 2026 to a termination date of February 01, 2036. The Project time period may be extended only by written agreement of the County after not less than five (5) days notice of a need for extension by Company.

2. Company shall pay County its actual cost, including labor, equipment use (including fuel, depreciation and overhead costs) and materials, for all repairs, replacement or maintenance incurred as a result of the transport of equipment to or from the Project location. An estimate of these costs is attached as Exhibit 1 and incorporated herein by reference.

3. Company shall provide County details of preliminary work Company will perform prior to use of road, for example: install two 1" X 8' X 25' steel plates across the bridge located north of the intersection of County [road name: Old Grayburg Rd] and County [2nd road name: _____] for additional support.

4. Company shall provide a surety bond in the sum of [$ 120,000 Estimated cost] dollars with the County Treasurer of Jefferson County, Texas upon execution of this agreement. All provisions of this agreement are contingent upon review and approval of the bond by the Jefferson County, Texas Commissioners Court. The bond shall provide for prompt payment by the surety upon demand by County for the repairs, replacement and maintenance costs incurred to return the road to substantially the same condition the road possessed prior to the commencement date of the project. However, the liability of Company for such costs is not limited to the face amount of the bond and Company agrees to pay any additional sums actually incurred to return the road to substantially the same condition of the road prior to the commencement date upon demand.

5. Company agrees to provide 48 hours notice to the County Commissioner or Road Superintendant for Precinct No. 1 of Jefferson County, Texas before transporting any equipment on County [road name: Old Grayburg Rd and County [2nd road name:_____] that would interrupt the normal flow of traffic. Company agrees to bear the cost of any County manpower and equipment necessary to interrupt and redirect traffic during any interruption of the normal flow of traffic.

Agreed and executed this 27th day of January, 2026

Jefferson County Judge

Approved by Jefferson County Commissioners Court on the 27th day of January, 2026

Attest:

Jefferson County Clerk

COMMISSIONERS COURT JEFFERSON COUNTY, TEXAS

Authorized Agent for _____

THE STATE OF TEXAS, §
§
COUNTY OF JEFFERSON §

I, Pam Mills a notary public, do hereby certify that on this 16 day of January 2026, personally appeared before me Richard L. Reaves, being by me first duly sworn, declared that he is the ER&S Advisor of EM Low Carbon Solutions and that he has been duly authorized to execute the foregoing document on behalf of the Company.

SWORN TO AND SUBSCRIBED before me on this 16 day of January, 2026

Pamela A Mills

Notary Public, State of Texas
Notary's Typed/Printed Name
My commission expires

PAMELA A MILLS
Notary ID #124778197
My Commission Expires
April 29, 2028

Liberty Mutual SURETY

Bond 019100475

LICENSE OR PERMIT BOND

KNOW ALL BY THESE PRESENTS, That we, EXXONMOBIL LOW CARBON SOLUTIONS ONSHORE STORAGE LLC as Principal, of 22777 Springwoods Village Parkway (Street and Number), Spring (City), TX 11389 (State) and the Liberty Mutual Insurance Company, Massachusetts (State) corporation, as Surety, are held and firmly bound unto JEFFERSON COUNTY, TEXAS, as Obligee, at 1149 Pearl Street, 5th Floor, Beaumont, TX 77701, in the sum of One Hundred Fifty Thousand and 00/100 Dollars----------($150,000.00----------) for which sum, well and truly to be paid, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Sealed with our seals, and dated this 15th day of January, 2026.

THE CONDITION OF THIS OBLIGATION IS SUCH, That WHEREAS, the Principal has been or is about to be granted a license or permit to do business as _____
for the work to be performed at/for: the Sunflower Development Project by the Obligee.

NOW, THEREFORE, if the Principal well and truly comply with applicable local ordinances, and conduct business in conformity therewith, then this obligation to be void; otherwise to remain in full force and effect.

PROVIDED, HOWEVER:

1. This bond shall continue in force:
   ☐ Until _____ day of _____, _____, or until the date of expiration of any Continuation Certificate executed by the Surety
   OR
   ☒ Until canceled as herein provided.
2. This bond may be canceled by the Surety by the sending of notice in writing to the Obligee, stating when, not less than thirty days thereafter, liability hereunder shall terminate as to subsequent acts or omissions of the Principal.

EXXONMOBIL LOW CARBON SOLUTIONS ONSHORE STORAGE LLC

By _____
Principal

Liberty Mutual Insurance Company

By _____
James M. DiSciullo, Attorney-in-Fact

Liberty Mutual. SURETY

POWER OF ATTORNEY

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: **8213110- 019008**

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Nevin L. Beyer, Jonathan F. Black, Denise M. Bruno, Julia R. Burnet, Elizabeth P. Cervini, James M. DiSciullo, Stephanie S. Helmig, Melissa J. Hinde, Christine M. Hrusovsky, David A. Johnson, Elizabeth B. Pendleton, Michelle L. Richards, David C. Rosenberg, Harry C. Rosenberg, John E. Rosenberg, Matthew J. Rosenberg

all of the city of Wayne state of PA each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 10th day of February, 2025.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: _____
Nathan J. Zangerle, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 10th day of February, 2025 before me personally appeared Nathan J. Zangerle, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.

Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2029
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: _____
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS: Section 12. Power of Attorney.
Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.
Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes Nathan J. Zangerle, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 15th day of January, 2026.

By: _____
Renee C. Llewellyn, Assistant Secretary

LMS-12873 LMIC OCIC WAIC Multi Co 02/24

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

Liberty Mutual SURETY

LIBERTY MUTUAL INSURANCE COMPANY

FINANCIAL STATEMENT – DECEMBER 31, 2024

Assets		Liabilities	
Cash and Bank Deposits	$4,608,826,756.00	Unearned Premiums	$9,890,896,878.00
*Bonds – U.S Government	$4,281,375,446.74	Reserve for Claims and Claims Expense	$29,467,071,865.00
*Other Bonds	$21,566,489,527.26	Funds Held Under Reinsurance Treaties	$341,948,172.00
*Stocks	$15,589,644,012.00	Reserve for Dividends to Policyholders	$954,025.00
Real Estate	$86,497,925.00	Additional Statutory Reserve	$150,547,865.00
Agents' Balances or Uncollected Premiums	$7,512,975,129.00	Reserve for Commissions, Taxes and Other Liabilities	$5,049,906,410.00
Accrued Interest and Rents	$225,249,712.00	**Total**	**$47,104,416,171.00**
Other Admitted Assets	$19,367,663,200.00	Special Surplus Funds	$174,153,086.00
Total Admitted Assets	**$74,539,483,661.00**	Capital Stock	$10,000,075.00
		Paid in Surplus	$13,209,595,772.00
		Unassigned Surplus	$13,415,980,561.00
		Surplus to Policyholders	$27,435,067,490.00
		Total Liabilities and Surplus	**$74,539,483,661.00**

* Bonds are stated at amortized or investment value; Stocks at Association Market Values.
The foregoing financial information is taken from Liberty Mutual Insurance Company's financial statement filed with the Massachusetts Department of Insurance.

I, TIM MIKOLAJEWSKI, Assistant Secretary of Liberty Mutual Insurance Company, do hereby certify that the foregoing is a true, and correct statement of the Assets and Liabilities of said Corporation, as of December 31, 2024, to the best of my knowledge and belief.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Corporation at Seattle, Washington, this 8th day of March, 2025.

LIBERTY MUTUAL INSURANCE COMPANY INCORPORATED 1912 MASSACHUSETTS

Timothy A. Mikolajewski

Timothy A. Mikolajewski, Assistant Secretary

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

CURRENT PRICING
IFB 24-054/CG
Term Contract for Gray Limestone (Commonly Referred to as 610 Base) for Jefferson County
Awarded: February 25, 2025

Updated: February 25, 2025

	Texas Materials, a CRH Company		Vulcan Construction Materials		Modern Concrete & Materials	
A. Gray Limestone Base - delivered from vendor's hopper to job site.	Price per ton, tandem dump	Price per ton, trailer	Price per ton, tandem dump	Price per ton, trailer	Price per ton, tandem dump	Price per ton, trailer
1. 1 - 10 miles	$57.00	$57.00				
2. 11 - 20 miles	$59.00	$59.00				
3. 21 - 30 miles	$60.00	$60.00				
4. 31 + miles	$61.00	$61.00				

B. Hopper Pick Up	Texas Materials, a CRH Company		Vulcan Construction Materials		Modern Concrete & Materials	
Location	Address	Price per ton	Address	Price per ton	Address	Price per ton
1. Beaumont	860 Pine Street	$51.50				
2. Port Arthur			2170 S Gulfway	$55.00		
3. Other: Bridge City					3116 Texas Ave	$62.50
Hours of Hopper Operation	Mon-Fri, 7am - 4 pm		7am-4pm		7am-5pm	
Loose weight in lbs/cy	2500 lbs/cy					

Texas Materials, a CRH Company
12907 US Highway 90
Beaumont, TX 77713
Attn: Jeremy Hemmings
Jeremy.hemmings@texasmaterials.com
Ph: 409-718-8082

Vulcan Construction Materials
10101 Reunion Pl Ste 500
San Antonio, TX 78216
Attn: Melanie Manrique
manrique@vmcmail.com
ph: 210-965-0449

Modern Concrete & Materials
4825 Romeda Rd
Beaumont, TX 77705
Attn: Jennifer Frederick
jfrederick@modernconcretetx.com
ph: 409-842-2100

Current Pricing
IFB 22-033/MR
Term Contract for Asphalt Products for Jefferson County
Awarded 8/02/2022

Renewal 1: 08/01/2023 – 07/31/2024
Renewal 2: 07/31/2024 – 07/30/2025
Renewal 3: 07/30/2025 – 07/29/2026

Updated: May 27, 2025

I. Asphalt Products – Direct Pick Up at Vendor's Asphalt Storage/Production Facility		
	1. Grade CRS-2 Emulsion	$2.80 Per gallon
	2. Grade SS-1	$ 2.80 Per gallon
	3. Grade AE-P	$3.25 Per Gallon
	Vendor's Shipping Point Address:	~~100112 East Pt. Neches, Pt. Neches, TX 77651~~
	Hours of Hopper Operation:	7:00 am – 4:00 pm

II. Asphalt Products – Delivery to Precinct 3 Storage Tank, Port Arthur Service Center		
	1. Grade CRS-2 Emulsion	$2.98 Per gallon
	2. Grade AE-P	$3.43 Per Gallon
	Vendor's Shipping Point Address:	300 Christy Place South, Houston, TX 77587
	Hours of Hopper Operation:	24 hours a day / 7 days a week
	Delivery and Return Charge for Tanker:	Delivery $901 / Return $450

III. Asphalt Products – Delivery to Project Location (Location will vary)		
	1. Grade CRS-2 Emulsion	$2.98 Per gallon
	2. Grade SS-1	$2.98 Per gallon
	3. Grade AE-P	$3.43 Per Gallon
	Vendor's Shipping Point Address:	300 Christy Place South, Houston, TX 77587
	Hours of Hopper Operation:	24 hours a day / 7 days a week
	Delivery and Return Charge for Tanker:	Delivery $901 / Return $450
	Additional Mileage Cost	None

Martin Asphalt Company
3 Riverway #400
Houston TX 77056
attn: Victoria Espino
victoria.espino@martinmlp.com
ph: 713-350-6852
fx: 713-350-2801

Current Pricing
(IFB 23-048/MR) Term Contract for Road Building Materials for Jefferson County
Awarded: November 14, 2023
Renewal 1: 11/13/2024 to 11/12/2025
Renewal 2: 11/12/2025 to 11/11/2026

Updated 10/14/2025

1. Rock Asphalt Item 302 - Truck Delivery

	Description	Location							
A.	Uncoated Limestone Rock Asphalt Aggregate for Surface Treatments:	205 Hwy 90	9550 Viterbo Rd.	12911 Hwy 365	7759 Viterbo Rd.	24420 Hwy 124	9059 Boyt Rd.	7780 Boyt Rd.	2202 Hebert Rd.
1.	Item 302 Type B Grade 3, Non-Lightweight	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
2.	Item 302 Type B Grade 4	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
3.	Item 302 Type B Grade 4S	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
		Vulcan Construction Materials * Item B1 is not Non-Leightweight.							
B.	Precoated Limestone Rock Asphalt Aggregate for Surface Treatments:	205 Hwy 90	9550 Viterbo Rd.	12911 Hwy 365	7759 Viterbo Rd.	24420 Hwy 124	9059 Boyt Rd.	7780 Boyt Rd.	2202 Hebert Rd.
1.	Item 302 Type B Grade 3, Non-Lightweight	$120.08/ton	$132.08/ton	$129.20/ton	$132.56/ton	$126.80/ton	$129.20/ton	$129.20/ton	$131.60/ton
2.	Item 302 Type PB Grade 4	$120.08/ton	$132.08/ton	$129.20/ton	$132.56/ton	$126.80/ton	$129.20/ton	$129.20/ton	$131.60/ton
3.	Item 302 Type PB Grade 4S	$120.08/ton	$132.08/ton	$129.20/ton	$132.56/ton	$126.80/ton	$129.20/ton	$129.20/ton	$131.60/ton

2. Rock Asphalt Item 302- Railroad Delivery

	Description	Location							
A.	Uncoated Limestone Rock Asphalt Aggregate for Surface Treatments:	205 Hwy 90	9550 Viterbo Rd.	12911 Hwy 365	7759 Viterbo Rd.	24420 Hwy 124	9059 Boyt Rd.	7780 Boyt Rd.	2202 Hebert Rd.
1.	Item 302 Type B Grade 3, Non-Lightweight	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
2.	Item 302 Type B Grade 4	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
3.	Item 302 Type B Grade 4S	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
		Vulcan Construction Materials * Item B1 is not Non-Leightweight. Minimum order 4,000 tons							
B.	Precoated Limestone Rock Asphalt Aggregate for Surface Treatments:	205 Hwy 90	9550 Viterbo Rd.	12911 Hwy 365	7759 Viterbo Rd.	24420 Hwy 124	9059 Boyt Rd.	7780 Boyt Rd.	2202 Hebert Rd.
1.	Item 302 Type B Grade 3, Non-Lightweight	$110.66/ton	$110.66/ton	$110.66/ton	$110.66/ton	$110.66/ton	$110.66/ton	$110.66/ton	$110.66/ton
2.	Item 302 Type PB Grade 4	$110.66/ton	$110.66/ton	$110.66/ton	$110.66/ton	$110.66/ton	$110.66/ton	$110.66/ton	$110.66/ton
3.	Item 302 Type PB Grade 4S	$110.66/ton	$110.66/ton	$110.66/ton	$110.66/ton	$110.66/ton	$110.66/ton	$110.66/ton	$110.66/ton

4. Flexible Base, Item 247 Type D Grade 1-2, Crushed Concrete (Minimum P.I. 4 - Maximum P.I. 10)

Truck Delivery - Prices F.O.B. delivered with freight prepaid and allowed by type of equipment indicated. Material shall be delivered from vendor's closest location to job site or storage yard.

A. Delivery to Job Site.		Modern Concrete & Materials, LLC Vehicle Type	
Distance		Tandem Dump	Trailer
1.	1 - 10 Miles	~~$38.00~~ $33.00/ton	~~$38.00~~ $33.00/ton
2.	11 - 20 Miles	~~$39.00~~ $34.50/ton	~~$39.00~~ $34.50/ton
3.	21 - 30 Miles	~~$43.00~~ $35.50/ton	~~$43.00~~ $35.50/ton
4.	31+ Miles	~~$45.00~~ $38.00/ton	~~$45.00~~ $38.00/ton

B. Delivery to Storage Yard	Modern Concrete & Materials, LLC							
	205 Hwy 90	9550 Viterbo Rd.	12911 Hwy 365	7759 Viterbo Rd.	24420 Hwy 124	9059 Boyt Rd.	7780 Boyt Rd.	2202 Hebert Rd.
Tanden Dump	~~$40.00~~ $35.00/ton	~~$40.00~~ $35.00/ton	~~$40.00~~ $35.00/ton	~~$40.00~~ $35.00/ton	~~$40.00~~ $35.00/ton	~~$40.00~~ $35.00/ton	~~$40.00~~ $35.00/ton	~~$40.00~~ $35.00/ton
Trailer	~~$40.00~~ $35.00/ton	~~$40.00~~ $35.00/ton	~~$40.00~~ $35.00/ton	~~$40.00~~ $35.00/ton	~~$40.00~~ $35.00/ton	~~$40.00~~ $35.00/ton	~~$40.00~~ $35.00/ton	~~$40.00~~ $35.00/ton

C. Hopper Pick -Up		Modern Concrete & Materials, LLC		
Location		Address	Hours of Hopper Operation	Prices F.O.B. for Pick-Up
1.	Beaumont	6016 MLK Parkway	7:00 am - 5:00 pm	~~$33.00~~ $28.00/ton
2.	Port Neches	No Bid	No Bid	No Bid
3.	Port Arthur	No Bid	No Bid	No Bid
4.	Other	No Bid	No Bid	No Bid
5.	Other	No Bid	No Bid	No Bid

6. CMD-9000-002 Asphaltic Concrete Patching Material (Stockpile Storage)

Truck Delivery - Prices F.O.B. delivered with freight prepaid and allowed by type of equipment indicated. Material shall be delivered from vendor's closest location to job site or storage yard.

A. Delivery to Job Site		Texas Materials	
		Vehicle Type	
	Distance	Tandem Dump	Trailer
1.	1 - 10 Miles	$132.00/ton	$132.00.ton
2.	11 - 20 Miles	$134.00/ton	$134.00/ton
3.	21 - 30 Miles	$137.00/ton	$137.00/ton
4.	31+ Miles	$143.00/ ton	$143.00/ ton

	Texas Materials							
B. Delivery to Storage Yard	205 Hwy 90	9550 Viterbo Rd.	12911 Hwy 365	7759 Viterbo Rd.	24420 Hwy 124	9059 Boyt Rd.	7780 Boyt Rd.	2202 Hebert Rd.
Tanden Dump	$135.00/ton	$135.00/ton	$135.00/ton	$135.00/ton	$137.00/ton	$135.00/ton	$135.00/ton	$135.00/ton
Trailer	$135.00/ton	$135.00/ton	$135.00/ton	$135.00/ton	$137.00/ton	$135.00/ton	$135.00/ton	$135.00/ton

C. Hopper Pick -Up		Texas Materials		
	Location	Address	Hours of Hopper Operation	Prices F.O.B. for Pick-Up
1.	Beaumont	860 Pine Street	7:00 am - 4:00 pm	$123.00/ton
2.	Port Neches	No Bid	No Bid	No Bid
3.	Port Arthur	No Bid	No Bid	No Bid
4.	Other	No Bid	No Bid	No Bid
5.	Other	No Bid	No Bid	No Bid

8. Cement Stabilized Base, Item 276 (Plant Mixed) Crushed Limestone

Truck Delivery - Prices F.O.B. delivered with freight prepaid. Material shall be delivered from vendor's closest location to job site.

A. Delivered to Job Site		Modern Concrete & Materials, LLC			
		Description			
	Distance	1 1/2 sack/ton	2 sack/ton	3 sack/ton	4 sack/ton
1.	1-10 Miles	$54.50/ton	$59.50/ton	$68.00/ton	$75.50/ton
2.	11-20 Miles	$55.50/ton	$60.50/ton	$69.00/ton	$76.50/ton
3.	21-30 Miles	$59.50/ton	$64.50/ton	$73.00/ton	$80.50/ton
4.	31+ Miles	$61.50/ton	$66.50/ton	$75.00/ton	$82.50/ton

B. Hopper Pick Up		Modern Concrete & Materials, LLC					
	Location	Address	Hours of Operation	1 1/2 sack/ton	2 sack/ton	3 sack/ton	4 sack/ton
1.	Beaumont	2120 N. 7th St.	7:00 am- 5:00 pm	$49.50/ton	$54.50/ton	$63.00/ton	$70.50/ton
2.	Port Neches	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
3.	Port Arthur	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
4.	Other	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
5.	Other	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid

9. Cement Stabilized Base, Item 276 (Plant Mixed) Crushed Concrete

Truck Delivery - Prices F.O.B. delivered with freight prepaid. Material shall be delivered from vendor's closest location to job site.

A. Delivered to Job Site		Modern Concrete & Materials, LLC			
		Description			
	Distance	1 1/2 sack/ton	2 sack/ton	3 sack/ton	4 sack/ton
1.	1-10 Miles	~~$52.00~~ $47.75/ton	~~$56.00~~ $52.00/ton	~~$63.00~~ $60.50/ton	~~$71.00~~ $68.00/ton
2.	11-20 Miles	~~$53.00~~ $49.25/ton	~~$57.00~~ $53.50/ton	~~$64.00~~ $62.00/ton	~~$72.00~~ $69.50/ton
3.	21-30 Miles	~~$57.00~~ $50.25/ton	~~$61.00~~ $54.50/ton	~~$68.00~~ $63.00/ton	~~$76.00~~ $70.50/ton
4.	31+ Miles	~~$59.00~~ $52.75/ton	~~$63.00~~ $57.00/ton	~~$70.00~~ $65.50/ton	~~$78.00~~ $73.00/ton

B. Hopper Pick up		Modern Concrete & Materials, LLC					
	Location	Address	Hours of Operation	1 1/2 sack/ton	2 sack/ton	3 sack/ton	4 sack/ton
1.	Beaumont	6025 Highland Ave.	7:00 am- 5:00 pm	~~$47.00~~ $42.75/ton	~~$51.00~~ $47.00/ton	~~$58.00~~ $55.50/ton	~~$66.00~~ $63.00/ton
2.	Port Neches	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
3.	Port Arthur	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
4.	Other	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
5.	Other	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid

10. Cement Stabilized Sand, Item 400, Plant Mixed

Truck Delivery - Prices F.O.B. delivered with freight prepaid. Material shall be delivered from vendor's closest location to job site.

A. Delivered to Job Site		Modern Concrete & Materials, LLC			
		Description			
	Distance	1 1/2 sack/ton	2 sack/ton	3 sack/ton	4 sack/ton
1.	1-10 Miles	~~$40.00~~ $36.50/ton	~~$45.00~~ $40.00/ton	~~$52.50~~ $51.00/ton	~~$60.50~~ $59.50/ton
2.	11-20 Miles	~~$41.00~~ $38.00/ton	~~$46.00~~ $41.50/dom	~~$53.50~~ $52.50/ton	~~$61.50~~ $61.00/ton
3.	21-30 Miles	~~$45.00~~ $39.00/ton	~~$50.00~~ $42.50/ton	~~$57.50~~ $53.50/ton	~~$65.50~~ $62.00/ton
4.	31+ Miles	~~$47.00~~ $41.50/ton	~~$52.00~~ $45.00/ton	~~$59.50~~ $56.00/ton	~~$67.50~~ $64.50/ton

Truck Delivery - Prices F.O.B. delivered with freight prepaid. Material shall be delivered from vendor's closest location to job site.

B. Hopper Pick up		Modern Concrete & Materials, LLC					
	Location	Address	Hours of Operation	1 1/2 sack/ton	2 sack/ton	3 sack/ton	4 sack/ton
1.	Beaumont	2120 N. 7th St/ 6025 Highland Ave.	7:00 am- 5:00 pm	~~$35.00~~ $31.50/ton	~~$40.00~~ $35.00/ton	~~$47.50~~ $46.00/ton	~~$55.50~~ $54.50/ton
2.	Port Neches	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
3.	Port Arthur	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
4.	Other	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
5.	Other	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid

11. Flowable Backfill, Item 401

Truck Delivery - Prices F.O.B. delivered with freight prepaid. Material shall be delivered from vendor's closest location to job site.

		Martin Marietta Materials
	Distance	Cost
1.	1 - 10 Miles	$116.00/C.Y.
2.	11 - 20 Miles	$116.00/C.Y.
3.	21 - 30 Miles	$116.00/C.Y.
4.	31+ Miles	$116.00/C.Y.

Modern Concrete & Materials, LLC
P.O. Box 21557
Beaumont, TX 77720
Attn: Trent Almond
Phone: (409) 840-2080
talmond@modernconcretetx.com
jfrederick@modernconcretetx.com

Texas Materials, a CRH Company
12907 US Highway 90
Beaumont, TX 77713
Attn: Jeremy Hemmings
Phone (409) 718-8082
jeremy.hemmings@texasmaterials.com

Waller County Asphalt, Inc.

22010 Fairgrounds Rd.
Hempstead, TX 77445
Attn: Kyle Dawson
Phone: (979) 826-7075
info@wcasphalt.com

Vulcan Construction Materials, LLC
P.O. Box 791550
San Antonio, TX 78279
Attn: Melanie Manrique
Phone: (210) 965-0448
manriquem@vmcmail.com

Martin Marietta Materials, LLC
5675 Fannett Road
Beaumont, TX 77705
Attn: Bill Kelley
Phone (409) 835-4933
william.kelley@martin marietta.com

Jefferson County's Overweight Policy

COUNTY OF JEFFERSON §

STATE OF TEXAS §

BE IT REMEMBERED at a meeting of Commissioners' Court of Jefferson County, Texas, held on the 23rd day of August, 1999, on motion made by Jimmie P. Cokinos, Commissioner of Precinct No. 1, and seconded by Waymon D. Hallmark, Commissioner of Precinct No. 3, the following Resolution was adopted:

WHEREAS, a public hearing was held on the 9th day of August, 1999 at 10:00 A.M. in the Jefferson County Commissioners' Courtroom, 4th Floor, Jefferson County Courthouse, Beaumont, Texas to discuss the establishment of maximum load limits for all county roads in Jefferson County, and

WHEREAS, notice of said public hearing was published in a newspaper with county wide circulation one time, giving at least seven (7) days but not more than thirty (30) days notice of said hearing as required by Section 251.152, Transportation Code.

It is therefore RESOLVED and ORDERED that the following weight limitations be and hereby are established for all vehicular traffic on county roads pursuant to and in accordance with the county's authority under Section 621.301, Transportation Code.

(a) A vehicle or combination of vehicles may not be operated over or on a county road if the vehicle or combination exceeds the maximum weight of load as specified in Section 621.101, Transportation Code, to wit:

(1) an axle that carries a load heavier than:

A. 16,000 pounds on high-pressure tires; or
B. 20,000 pounds on low-pressure tires, including all enforcement tolerances as established in the Transportation Code.

(2) a tandem axle weight heavier than 34,000 pounds, including all enforcement tolerances as established in the Transportation Code.

(3) an overall gross weight on a group of two or more consecutive axles heavier than the weight computed using the following formula and rounding the result to the nearest 500 pounds:

$W = 500((LN/(N - 1)) + 12N + 36)$

Where:

Westbury – from Broadway to Old Sour Lake Road – in Precinct No. 1 – 32,000 pounds

Reins Road – from Highway 105 to Moore Road – in Precinct No. 1 – 32,000 pounds

Aggie Drive – from Old Sour Lake Road to Highway 90 – in Precinct No. 1 – 32,000 pounds

Old Sour Lake Road – from Calder Avenue to Bayou – in Precinct No. 1 – 32,000 pounds

Broadway – from Highway 90 to North China Road – in Precinct No. 1 – 32,000 pounds

Broadway – from Highway 90 to South China Road – in Precinct No. 1 – 32,000 pounds

South China to County Line – in Precinct No. 1 – 32,000 pounds

North China Road to Old Sour Lake Road – in Precinct No. 1 – 32,000 pounds

Labelle Rd. from Hwy. 73 North to Burrell Wingate Rd.- in Precinct No. 2- 24,000 pounds.

Jap Rd. from Patterson Rd. South to Hwy. 73- in precinct No. 2 – 28,000 pounds.

Craigen Rd. from Clark Refining entrance east to Paterson Rd.- in Precinct No. 2 –32,000 pounds.

Wilber Rd. from New Park Industries entrance South to East Hamshire Rd. – in Precinct 2 and 3 - 32,000 pounds.

Santa Fe Trail – in Precinct No. 3 – 32,000 pounds.

Mesa lane – in Precinct No. 3 – 32,000 pounds.

Mustang Trail – in Precinct No. 3 – 32,000 pounds.

Sandy Lane – from FM 365 to Dead End in Precinct No. 3 – 32,000 pounds

Southfork Dr. – in Precinct No. 3 – 32,000 pounds

Azlea Drive – Precinct No. 3 – 32,000 pounds

Oleander Ave. – Precinct No. 3 – 32,000 pounds

Orchid Ave. – Precinct No. 3 – 32,000 pounds

Camellia Dr. – Precinct No. 3 – 32,000 pounds

Magnolia Dr. – Precinct No. 3 – 32,000 pounds

Holly Ave. – Precinct No 3 – 32,000 pounds

Coon Road – Precinct No. 3 – 32,000 pounds

Gordon Road – Precinct No 3 – 32,000 pounds

Gordon Road – Precinct No. 3 – 32,000 pounds

Sandell Drive – Precinct No. 3 – 32,000 pounds

Horton Drive – Precinct No. 3 – 32,000 pounds

Buccaneer Road – Precinct No. 3 – 32,000 pounds

Heckaman Loop – Precinct No. 3 – 32,000 pounds

French Village – Precinct No. 3 – 32,000 pounds

Gallier Road – Precinct No. 3 – 32,000 pounds

Hamshire Rd from Hwy 124 to IH-10 – Precinct No. 3 – 32,000 pounds

Rollins Rd from Englin Rd. to Hwy 124 – Precinct No. 3 – 32,000 pounds

Kiker Rd. from Hwy 124 to Hwy 73 – Precinct No. 3 – 32,000 pounds

Brush Island from Hampshire Rd. to Rollins Rd.-Precinct No. 32,000 pounds

It is further RESOLVED and ORDERED that any vehicular traffic exceeding any of the foregoing weight limits be and hereby is divided into two categories:

CATEGORY 1: OVERWEIGHT VEHICLES – Vehicles exceeding any of the foregoing weight limits but which does not exceed 100,000 pounds in overall gross weight on a group of two or more consecutive axles.

CATEGORY 2: SUPERHEAVY VEHICLES – Vehicles exceeding any of the foregoing weight limits with an overall gross weight on a group of two or more consecutive axles exceeding 100,000 pounds.

It is further RESOLVED and ORDERED that any vehicular traffic classified in Category 1 and not possessing a valid State permit for overweight vehicles must first notify the precinct Commissioner and/or foreman in the precinct or precincts in which it will operate and then obtain a permit from the Jefferson County Engineer. The initial permit granted by the County Engineer shall be valid for a period of ninety (90) days from the date of its issuance. During this ninety (90) day period it shall be the duty of anyone desiring to operate overweight vehicles to request a permit from the Jefferson County Commissioners' Court. An operator of an overweight vehicle may be required by the Commissioner's Court to execute a bond in an amount sufficient to guarantee the payment of any damages to any County road or County bridge sustained as a consequence of the transportation authorized by the State or County permit. The granting of permits under this provision shall be in accordance with Section 623.018, Transportation Code.

It is further RESOLVED and ORDERED that any vehicular traffic classified in Category 2 and not possessing a valid state permit for overweight vehicles will be allowed to operate on county roads after notifying the precinct Commissioner and/or foreman in the precinct or precincts in which it will operate, and after obtaining a Category 2 overweight permit from the County Engineer. The initial permit granted by the County Engineer shall be valid for a ninety (90) day period; it shall be the duty of anyone desiring to operate superheavy vehicles to request a permit from the Jefferson County Commissioners' Court. An operator of a superheavy vehicle may be required by the Commissioners' Court to execute a bond in an amount sufficient to guarantee the payment of any damages to any County road or County bridge sustained as a consequence of the transportation authorized by the County permit. The granting of

Changes and Alterations

Advance notification in writing will be required for any changes or alterations in the Overweight Vehicle Permit except in emergency situations where the safety of the public would be endangered.

In any such emergency, contact the County Engineer by phone (409) 835-8584 and inform him/her of the emergency situation and any proposed solution. As soon as practical, but no later than 48 hours after starting the emergency response, the permit holder shall notify the County Engineer in writing of the emergency response effected, in detail and the reason(s) immediate action was necessary.

Time Limits

The permit holder is allowed ninety (90) days from the granting of the permit to complete operations. If the permit holder can not complete the work within the allowed time frame specified, the permit holder may re-apply. Any re-application must be completed prior to the expiration of the previously issued permit.

Bonds

Permit holder shall have in force with Jefferson County a performance bond in the principal amounts of **$10,000.00** for each roadway crossing and **$100,000.00** per mile or fraction thereof or **$25,000.00** per culvert crossing. The bond shall be payable to Jefferson County for the use and benefit of protecting against damage to Jefferson County's property.

The bond shall provide that it may not be cancelled, altered or otherwise modified without fifteen (15) days prior written notice to Jefferson County. The bond shall be good and in effect for the length of the permit or such time as operations may be reasonably expected to be in effect.

Violations of this order shall be adjudicated in accordance with Section 251.161, Transportation Code which provides that a violation of a County Weight Limit Order is a misdemeanor which will be punished by a fine not to exceed $50.00 for the first offense; a fine not to exceed $200.00 for the second offense; and for each subsequent offense a fine not to exceed $500.00; confinement in the county jail for a period not to exceed 60 days; or both the fine and confinement.

This resolution supersedes and repeals the 1986 resolution of the Jefferson County Commissioners' Court concerning maximum weight limits for County roads, and shall be in full force and effect from the 23rd day of August, 1999.

PASSED this 23rd day of August, 1999.

Resolution

STATE OF TEXAS	§	COMMISSIONERS' COURT
	§	
COUNTY OF JEFFERSON	§	OF JEFFERSON COUNTY, TEXAS

BE IT REMEMBERED at a meeting of Commissioners' Court of Jefferson County, Texas, held on the 14th day of June, 2010, on motion made by Eddie Arnold, Commissioner of Precinct No. 1, and seconded by Michael Sinegal, Commissioner of Precinct No. 3, the following Resolution was adopted:

Resolution Concerning Overweight Trucks

WHEREAS, overweight trucks are causing extensive damage to Jefferson County roads and thereby causing our county taxpayers to absorb an unfair burden to repair that damage; and

WHEREAS, the Texas Senate Transportation and Homeland Security Committee has conducted hearings to consider requests by the transportation industry to increase weight permit limits from 84,000 to 97,000 pounds; and

WHEREAS, allowing an increase in current overweight truck permits would ignore the increased cost and safety issues resulting from the current overweight truck permits; and

WHEREAS, most of our ~~county~~ County roads are normally designed for a 42,000-pound capacity and a single overweight truck is causing as much road damage as 10,000 automobiles; and

WHEREAS, the Jefferson County budget is grossly underfunded and any savings achieved by the transportation industry from an increase of overweight truck limits will be eclipsed by the cost to taxpayers to repair damage to our roads; and

NOW THEREFORE, be it resolved that the Commissioners' Court of Jefferson County, Texas urges all state elected officials to:

1. Abolish the statewide overweight truck permit;
2. To triple the fines for overweight vehicles; and
3. Allocate a portion of the motor fuel tax to Jefferson County for road repair and improvement.

SIGNED this 14th day of June, 2010.

JUDGE RONALD WALKER
County Judge

COMMISSIONER EDDIE ARNOLD
Precinct No. 1

COMMISSIONER MICHAEL S. SINEGAL
Precinct No. 3

RECEIVED JAN 14 2026

Jefferson County Mosquito Control District

Organized in 1950

Denise Marcel, Director
8905 First Street
Beaumont, Texas 77705
Phone: (409) 719-5923
Fax: (409) 727-4176
Denise.Marcel@jeffersoncountytx.gov

Advisory Commission:
Dr. M.O. Way, Chairman
Jaime Batiste, Secretary
George Mitchell
Reginald Boykins Sr.
Rufus LaVergne
Jerry Hinson

January 5, 2026

County Judge's Office
1149 Pearl Street
4th Floor
Beaumont, TX 77701

Honorable County Judge:

Each year the Jefferson County Mosquito Control District requests the governing body of Jefferson County to furnish a waiver permitting the Mosquito Control aircraft to fly at low altitudes over the territory under their jurisdiction.

It is respectfully requested that the County Judge sign the enclosed waiver granting permission for the Jefferson County Mosquito Control District to operate aircraft over the County of Jefferson for mosquito control purposes.

Federal Regulations places the responsibility of maintaining all records and complying with all rules and regulations upon the operator of the aircraft. This file is open at all times for inspection.

We furthermore request that you please mail or fax over the signed copy of the waiver to the number listed above.

If at any time you may have any questions, please contact our office for assistance.

Respectfully yours,

Bryan Farrar, Pilot

Cc: County Judge Jeff Branick, Jefferson County
Commissioner Brandon Willis, Precinct 1
Commissioner Cary Erickson, Precinct 2
Commissioner Michael Sinegal, Precinct 3
Commissioner Everett Alfred, Precinct 4

Jefferson County Mosquito Control District

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Advisory Commission:
Dr. M.O. Way, Chairman
Jaime Batiste, Secretary
George Mitchell
Reginald Boykins Sr.
Rufus LaVergne
Jerry Hinson

January 5, 2026

AERIAL WAIVER

County Judge's Office
1149 Pearl Street
4th Floor
Beaumont, TX 77701

The Jefferson County Mosquito Control District is authorized to fly low altitudes as required for the application of pesticides for the control of mosquitoes within the limits of Jefferson County, Texas. Jefferson County Mosquito Control operates in accordance with all Federal and State Rules and Regulations governing this type of application.

Signature: _____
Judge Jeff Branick, Jefferson County, Texas

Date: January 27, 2026

Bryan Farrar, Pilot
Jefferson County Mosquito Control District

COMMISSIONERS COURT JEFFERSON COUNTY, TEXAS

ATTEST _____
DATE 1/27/2026

BF/jb

Renewal Proposal for

Jefferson County, Texas

Presented By:
Johnny Fontenot, CPCU, AIC, ARM
Executive Vice President

Susan Golla, CPCU, ARM, CRM
Senior Vice-President

MarshMcLennan Agency | McGriff
A Marsh & McLennan Agency LLC Company

				TOTALS:	$ 229,461,155	$ 29,889,844	$ 2,590,026	$ 261,941,025		$ 5,203,944	$ 7,805,915
NEW ID	DESCRIPTION	ADDRESS	CITY	TOTAL SQFT	updated Bldg Value	CONTENTS VALUE	BUSINESS INTERR	TOTAL VALUE	PRECINCT	2% NS	3% NS
320	Mesquite Point Park Covered Seatin	3991 South MLK	Port Arthur	180	$	$ -		$	0		
321	Mesquite Point Park Covered Seatin	3991 South MLK	Port Arthur	180	$	$ -		$	0		
322	Mesquite Point Park Covered Seatin	3991 South MLK	Port Arthur	180	$	$ -		$	0		
323	Mesquite Point Park Covered Seatin	3991 South MLK	Port Arthur	180	$	$ -		$	0		
324	Mesquite Point Park Covered Seatin	3991 South MLK	Port Arthur	180	$	$ -		$	0		
325	Mesquite Point Park Covered Seatin	3991 South MLK	Port Arthur	180	$	$ -		$	0		
170	Communication System (3rd Floor)	1149A Pearl	Beaumont	-	$	$ 1,743,844		$ 1,743,844	1	$ 34,877	$ 52,315
238	Pct #1 Dump Truck Shed	20205 Hwy 90	China	4,500	$ 112,500	$ -		$ 112,500	1	$ 2,250	$ 3,375
239	Pct #1 Equip Shed A	20205 Hwy 90	China	4,160	$ 104,000	$ -		$ 104,000	1	$ 2,080	$ 3,120
240	Pct #1 Equip Shed B	20205 Hwy 90	China	4,064	$ 101,600	$ -		$ 101,600	1	$ 2,032	$ 3,048
241	Pct #1 Shop	20205 Hwy 90	China	4,700	$ 352,500	$ 167,000		$ 519,500	1	$ 10,390	$ 15,585
237	Pct #1 Service Ctr Office	20205 Hwy 90	China	2,559	$ 255,900	$ 20,000		$ 275,900	1	$ 5,518	$ 8,277
331	Repeater for Tower	1991 N. Meeker Rd	Beaumont			$ 1,000,000		$ 1,000,000	1	$ 20,000	$ 30,000
128	Airport Jet Fuel Storage Tanks #1	4640 Hangar Drive	Beaumont	-	$ 115,500	$ -	incl in Airport	$ 115,500	2	$ 2,310	$ 3,465
129	Airport Jet Fuel Storage Tanks #2	4640 Hangar Drive	Beaumont	-	$ 115,500	$ -	incl in Airport	$ 115,500	2	$ 2,310	$ 3,465
130	Airport Jet Fuel Storage Tanks #3	4640 Hangar Drive	Beaumont	-	$ 89,250	$ -	incl in Airport	$ 89,250	2	$ 1,785	$ 2,678
131	Airport Gasoline Fuel Storage Tanks	4640 Hangar Drive	Beaumont	-	$ 89,250	$ -	incl in Airport	$ 89,250	2	$ 1,785	$ 2,678
245	Pct #2 Vehicle Storage	7759 Viterbo Rd	Beaumont	5,852	$ 292,600	$ -		$ 292,600	2	$ 5,852	$ 8,778
104	Pct #2 Equipment Storage	7759 Viterbo Rd	Beaumont	3,200	$ 160,000	$ -		$ 160,000	2	$ 3,200	$ 4,800
136	Airport FAA Equipment Building	4875 Parker Drive Rear	Beaumont	3,000	$ 150,000	$ -	incl in Airport	$ 150,000	2	$ 3,000	$ 4,500
244	Pct #2 Service Ctr Office	7759 Viterbo Rd	Beaumont	14,520	$ 726,000	$ 181,000		$ 907,000	2	$ 18,140	$ 27,210
133	Airport Carpenter's Shop	Parker Drive (between 4840 &	Beaumont	2,000	$ 100,000	$ 20,000	incl in Airport	$ 120,000	2	$ 2,400	$ 3,600
124	Airport "T" Hangar A	Airport	Beaumont	11,700	$ 877,500	$ -	$ 2,520,026	$ 3,397,526	2	$ 67,951	$ 101,926
125	Airport "T" Hangar B	Airport	Beaumont	11,700	$ 877,500	$ -	incl in Airport	$ 877,500	2	$ 17,550	$ 26,325
126	Airport "T" Hangar C	Airport	Beaumont	11,700	$ 877,500	$ -	incl in Airport	$ 877,500	2	$ 17,550	$ 26,325
127	Airport "T" Hangar D	Airport	Beaumont	11,700	$ 877,500	$ -	incl in Airport	$ 877,500	2	$ 17,550	$ 26,325
103	Precinct #2 Stock Yard	12911 Hwy 365	Beamont	1,200	$ 90,000	$ 5,000		$ 95,000	2	$ 1,900	$ 2,850
105	Airport Commercial Office Space 'C	Airport 1st Street	Beaumont	2,400	$ 180,000	$ -	incl in Airport	$ 180,000	2	$ 3,600	$ 5,400
107	Airport Commercial Office Space 'D	Airport 1st Street	Beaumont	4,000	$ 300,000	$ -	incl in Airport	$ 300,000	2	$ 6,000	$ 9,000
115	Airport Hangar #2	4840 Parker Drive	Beaumont	21,222	$ 1,591,650	$ -	incl in Airport	$ 1,591,650	2	$ 31,833	$ 47,750
119	Airport Hangar #5 & Office	4700 Hangar Drive	Beaumont	19,500	$ 1,462,500	$ -	incl in Airport	$ 1,462,500	2	$ 29,250	$ 43,875
120	Airport Hangar #6 & Office (Old Um	5040 Jerry Ware Drive	Beaumont	9,930	$ 744,750	$ -	incl in Airport	$ 744,750	2	$ 14,895	$ 22,343
123	Airport Sheriff Hanger	4640 Hanger Dr	Beaumont	19,600	$ 1,470,000	$ 255,000	incl in Airport	$ 1,725,000	2	$ 34,500	$ 51,750
194	Mosquito Control Hangars	8905 Airport First Street	Beaumont	3,936	$ 295,200	$ 50,000		$ 345,200	2	$ 6,904	$ 10,356
195	Mosquito Control Hangars New	8905 Airport First Street	Beaumont	4,560	$ 342,000	$ -		$ 342,000	2	$ 6,840	$ 10,260
112	Airport Admin Office	5000 Jerry Ware Drive	Beaumont	23,000	$ 2,300,000	$ 100,000	incl in Airport	$ 2,400,000	2	$ 48,000	$ 72,000
134	Airport Maintenance Bldg	4875 Parker Drive Rear	Beaumont	3,750	$ 375,000	$ 50,000	incl in Airport	$ 425,000	2	$ 8,500	$ 12,750
327	Airport Sheriff Marine Hangar	4601 Airport 3rd St	Beaumont	4,800	$ 480,000	$ 175,000		$ 655,000	2	$ 13,100	$ 19,650
121	Airport Hangar #7 & Office	4605 Airport 3rd Street	Beaumont	31,500	$ 3,150,000	$ -	incl in Airport	$ 3,150,000	2	$ 63,000	$ 94,500
110	Airport Parker Drive Office	4875 Parker Drive	Beaumont	2,000	$ 220,000	$ -	incl in Airport	$ 220,000	2	$ 4,400	$ 6,600
132	Airport Office Bldg	4870 Parker Drive	Beaumont	780	$ 85,800	$ -	incl in Airport	$ 85,800	2	$ 1,716	$ 2,574
188	Mid-County Tax Office	4605 Jerry Ware Drive	Beaumont	2,476	$ 287,667	$ 75,000		$ 362,667	2	$ 7,253	$ 10,880
190	Mid-County Offices & Counting Stat	7933 - 7965 Viterbo	Beaumont	15,000	$ 1,742,730	$ 2,015,000		$ 3,757,730	2	$ 75,155	$ 112,732
191	Mosquito Control Office,Vehicle Stg	8905 Airport First Street	Beaumont	10,058	$ 681,448	$ 245,000		$ 926,448	2	$ 18,529	$ 27,793
102	Airport Commercial Space	7789 Viterbo Road	Beaumont	8,252	$ 1,015,466	$ 60,000	incl in Airport	$ 1,075,466	2	$ 21,509	$ 32,264
198	JP #4 & Constable	19217 Hwy 365	Beaumont	5,429	$ 668,435	$ 30,000		$ 698,435	2	$ 13,969	$ 20,953
100	Airport Commercial Office Space 'A	4575 Jerry Ware Drive	Beaumont	9,048	$ 1,330,056	$ -	incl in Airport	$ 1,330,056	2	$ 26,601	$ 39,902
101	Airport Commercial Office Space 'B	Viterbo Road	Beaumont	11,518	$ 1,693,146	$ -	incl in Airport	$ 1,693,146	2	$ 33,863	$ 50,794
114	Airport Firehouse	4960 Jerry Ware Drive	Beaumont	5,794	$ 851,718	$ 60,000	incl in Airport	$ 911,718	2	$ 18,234	$ 27,352
111	Airport Main Terminal	6000 Airline Drive	Beaumont	41,988	$ 6,378,750	$ 1,200,000	incl in Airport	$ 7,578,750	2	$ 151,575	$ 227,363

				TOTALS:	$ 229,461,155	$ 29,889,844	$ 2,590,026	$ 261,941,025		$ 5,203,944	$ 7,805,915
NEW ID	DESCRIPTION	ADDRESS	CITY	TOTAL SQFT	updated Bldg Value	CONTENTS VALUE	BUSINESS INTERR	TOTAL VALUE	PRECINCT	2% NS	3% NS
244.1	Equipment Storage	7759 B Viterbo Rd	Beaumont	1,200				$	2		
330	Repeater for Tower	337 Pine St	Port Neches			$ 1,000,000		$ 1,000,000	2	$ 20,000	$ 30,000
199	Sheriff Radio Tower	17895A Hwy 73	Beaumont	-	$ 1,890,000	$ -		$ 1,890,000	3	$ 37,800	$ 56,700
200	Sheriff Tower Equipment Room, Pla	17895B Hwy 73	Beaumont	-	$ 630,000	$ 1,000,000		$ 1,630,000	3	$ 32,600	$ 48,900
202	Mesquite Point Pier	3991 South MLK	Port Arthur	-	$ 3,150,000	$ -		$ 3,150,000	3	$ 63,000	$ 94,500
266	Marine Operations Center Fuel Stor	5950 South 1st Street	Sabine	-	$	$ -		$	3		
315	Mesquite Point Park Overhang	3991 South MLK	Port Arthur	2,162	$	$ -		$	3		
316	Mesquite Point Park ??	3991 South MLK	Port Arthur	1,755	$	$ -		$	3		
317	Mesquite Point Park Covered Seatin	3991 South MLK	Port Arthur	180	$	$ -		$	3		
318	Mesquite Point Park Covered Seatin	3991 South MLK	Port Arthur	180	$	$ -		$	3		
319	Mesquite Point Park Covered Seatin	3991 South MLK	Port Arthur	180	$	$ -		$	3		
249	Pct #3 Equip Storage	5700 Jade Avenue	Port Arthur	7,269	$ 363,450	$ -		$ 363,450	3	$ 7,269	$ 10,904
252	Pct #3 Stock Yard Office and Equipn	24420 Hwy 124	Hamshire	5,376	$ 268,800	$ -		$ 268,800	3	$ 5,376	$ 8,064
265	Marine Operations Center Dock & B	5951 South 1st Street	Sabine	9,226	$ 461,300	$ 250,000		$ 711,300	3	$ 14,226	$ 21,339
201	Mesquite Point Park Maintenance B	3991 South MLK	Beaumont	1,500	$ 75,000	$ 10,000	$ 70,000	$ 155,000	3	$ 3,100	$ 4,650
183	Port Arthur Sub Courthouse Mainter	709 Lakeshore Drive	Port Arthur	2,700	$ 202,500	$ 205,000		$ 407,500	3	$ 8,150	$ 12,225
182	Port Arthur Sub Courthouse Carpen	709 Lakeshore Dr	Port Arthur	1,700	$ 170,000	$ 70,000		$ 240,000	3	$ 4,800	$ 7,200
187	Port Arthur Juvenile Probation	900 4th Street	Port Arthur	3,740	$ 434,521	$ 50,000		$ 484,521	3	$ 9,690	$ 14,536
248	Pct #3 Service Ctr	5700 Jade Avenue	Port Arthur	7,140	$ 829,540	$ 161,000		$ 990,540	3	$ 19,811	$ 29,716
186	Port Arthur Health/Welfare	860 4th St. 246 Dallas Ave	Port Arthur	14,340	$ 2,038,115	$ 75,000		$ 2,113,115	3	$ 42,262	$ 63,393
181	Port Arthur Sub Courthouse	525 Lakeshore Dr	Port Arthur	23,120	$ 3,398,640	$ 384,000		$ 3,782,640	3	$ 75,653	$ 113,479
326	Port Arthur Health/Welfare & Adult p	860 4th Street	Port Arthur	14,392	$ 2,205,000	$ 335,000		$ 2,540,000	3	$ 50,800	$ 76,200
264	Marine Operations Center	5950 South 1st Street	Sabine	4,068	$ 1,260,000	$ 167,000		$ 1,427,000	3	$ 28,540	$ 42,810
183.1	Port Arthur Sub Courthouse Mainten	709 Lakeshore Drive	Port Arthur					$	3		
205	Ford Park RV Park Fence	5175 Brooks Road	Beaumont	-	$ 33,600	$ -		$ 33,600	4	$ 672	$ 1,008
206	Ford Park RV Park Lights	5175 Brooks Road	Beaumont	-	$ 55,650	$ -		$ 55,650	4	$ 1,113	$ 1,670
208	Ford Park Softball Field Fencing	5115 IH-10 South	Beaumont	-	$ 105,000	$ -		$ 105,000	4	$ 2,100	$ 3,150
209	Ford Park Softball Field Lights	5115 IH-10 South	Beaumont	-	$ 525,000	$ -		$ 525,000	4	$ 10,500	$ 15,750
210	Ford Park Softball Field Scoreboard	5115 IH-10 South	Beaumont	-	$ 52,500	$ -		$ 52,500	4	$ 1,050	$ 1,575
223	Ford Park Marque Sign	5115 IH-10 South	Beaumont	-	$ 262,500	$ -		$ 262,500	4	$ 5,250	$ 7,875
224	Ford Park Mid-Way Lights	5115 IH-10 South	Beaumont	-	$ 242,550	$ -		$ 242,550	4	$ 4,851	$ 7,277
236	Ford Park Pavillion Fencing	5115 IH-10 South	Beaumont	-	$ 105,000	$ -		$ 105,000	4	$ 2,100	$ 3,150
263	Prct #4 Hebert Road Fuel Storage	2202 Hebert Road	Beaumont	-	$	$ -		$	4		
218	Ford Park Large Exhibit Barn	5115 IH-10 South	Beaumont	45,000	$ 1,125,000	$ -		$ 1,125,000	4	$ 22,500	$ 33,750
220	Ford Park Small Exhibit Barn	5115 IH-10 South	Beaumont	26,000	$ 650,000	$ -		$ 650,000	4	$ 13,000	$ 19,500
255	Pct #4 Equip Shed A	7780 Boyt Road	Beaumont	4,800	$ 240,000	$ -		$ 240,000	4	$ 4,800	$ 7,200
256	Pct #4 Equip Shed B	7780 Boyt Road	Beaumont	5,600	$ 280,000	$ -		$ 280,000	4	$ 5,600	$ 8,400
257	Pct #4 Equip Shed C	7780 Boyt Road	Beaumont	4,800	$ 240,000	$ -		$ 240,000	4	$ 4,800	$ 7,200
146	Correct Fac Maintenance/Gen	5030 Hwy 69 South	Beaumont	12,000	$ 600,000	$ 575,000		$ 1,175,000	4	$ 23,500	$ 35,250
222	Ford Park Storage Barn (YMBL)	5115 IH-10 South	Beaumont	12,000	$ 600,000	$ -		$ 600,000	4	$ 12,000	$ 18,000
262	Pct #4 Storage Shed	2202 Hebert Road	Beaumont	1,344	$ 67,200	$ -		$ 67,200	4	$ 1,344	$ 2,016
148	Correct Fac Generator Bldg	5030 Hwy 69 South	Beaumont	450	$ 22,500	$ 80,000		$ 102,500	4	$ 2,050	$ 3,075
261	Pct #4 Shop	2202 Hebert Road	Beaumont	900	$ 67,500	$ -		$ 67,500	4	$ 1,350	$ 2,025
150	Correct Fac Horse Barn	5030 Hwy 69 South	Beaumont	1,296	$ 97,200	$ 1,000		$ 98,200	4	$ 1,964	$ 2,946
140	Correctional Facility Storage	5030 Hwy 69 South	Beaumont	4,732	$ 473,200	$ 200,000		$ 673,200	4	$ 13,464	$ 20,196
254	Pct #4 Service Ctr	7780 Boyt Road	Beaumont	20,649	$ 2,064,900	$ 213,000		$ 2,277,900	4	$ 45,558	$ 68,337
260	Pct #4 Voting Office	2202 Hebert Road	Beaumont	627	$ 62,700	$ 5,000		$ 67,700	4	$ 1,354	$ 2,031
212	Ford Park Softball Field Concessior	5115 IH-10 South	Beaumont	1,260	$ 126,000	$ 50,000		$ 176,000	4	$ 3,520	$ 5,280
219	Ford Park Large Exhibit Barn Bathro	5115 IH-10 South	Beaumont	1,200	$ 133,967	$ -		$ 133,967	4	$ 2,679	$ 4,019
221	Ford Park Small Exhibit Barn Bathro	5115 IH-10 South	Beaumont	1,200	$ 133,967	$ -		$ 133,967	4	$ 2,679	$ 4,019

				TOTALS:	$ 229,461,155	$ 29,889,844	$ 2,590,026	$ 261,941,025		$ 5,203,944	$ 7,805,915
NEW ID	DESCRIPTION	ADDRESS	CITY	TOTAL SQFT	updated Bldg Value	CONTENTS VALUE	BUSINESS INTERR	TOTAL VALUE	PRECINCT	2% NS	3% NS
149	Sheriff Training Facility	Range Road - Hwy 69 S	Beaumont	2,425	$ 281,742	$ 10,000		$ 291,742	4	$ 5,835	$ 8,752
173	Old Courthouse Mechanical Bldg	1149 Pearl - Rear	Beaumont	6,250	$ 745,938	$ 2,000,000		$ 2,745,938	4	$ 54,919	$ 82,378
217	Ford Park Arena Mechanical	5115 IH-10 South	Beaumont	1,560	$ 186,186	$ 1,850,000		$ 2,036,186	4	$ 40,724	$ 61,086
227	Ford Park Pavillion Mechanical Bldg	5115 IH-10 South	Beaumont	320	$ 38,192	$ 75,000		$ 113,192	4	$ 2,264	$ 3,396
151	Correct Fac Dorm A	5030 Hwy 69 South	Beaumont	5,500	$ 693,000	$ 10,000		$ 703,000	4	$ 14,060	$ 21,090
152	Correct Fac Dorm C	5030 Hwy 69 South	Beaumont	5,500	$ 693,000	$ 10,000		$ 703,000	4	$ 14,060	$ 21,090
153	Correct Fac Dorm D	5030 Hwy 69 South	Beaumont	5,500	$ 693,000	$ 10,000		$ 703,000	4	$ 14,060	$ 21,090
154	Correct Fac Dorm F	5030 Hwy 69 South	Beaumont	10,500	$ 1,323,000	$ 20,000		$ 1,343,000	4	$ 26,860	$ 40,290
155	Correct Fac Dorm G	5030 Hwy 69 South	Beaumont	10,500	$ 1,323,000	$ 20,000		$ 1,343,000	4	$ 26,860	$ 40,290
156	Correct Fac Dorm H	5030 Hwy 69 South	Beaumont	10,500	$ 1,323,000	$ 20,000		$ 1,343,000	4	$ 26,860	$ 40,290
157	Correct Fac Dorm J	5030 Hwy 69 South	Beaumont	10,500	$ 1,323,000	$ 20,000		$ 1,343,000	4	$ 26,860	$ 40,290
158	Correct Fac Dorm K	5030 Hwy 69 South	Beaumont	10,500	$ 1,323,000	$ 20,000		$ 1,343,000	4	$ 26,860	$ 40,290
159	Correct Fac Dorm L	5030 Hwy 69 South	Beaumont	10,500	$ 1,323,000	$ 20,000		$ 1,343,000	4	$ 26,860	$ 40,290
160	Correct Fac Dorm M	5030 Hwy 69 South	Beaumont	16,800	$ 2,116,800	$ 35,000		$ 2,151,800	4	$ 43,036	$ 64,554
161	Correct Fac Dorm N	5030 Hwy 69 South	Beaumont	16,800	$ 2,116,800	$ 35,000		$ 2,151,800	4	$ 43,036	$ 64,554
162	Correct Fac Dorm P	5030 Hwy 69 South	Beaumont	26,040	$ 3,281,040	$ 25,000		$ 3,306,040	4	$ 66,121	$ 99,181
163	Correct Fac Dorm Q	5030 Hwy 69 South	Beaumont	26,040	$ 3,281,040	$ 25,000		$ 3,306,040	4	$ 66,121	$ 99,181
164	Correct Fac Dorm S	5030 Hwy 69 South	Beaumont	5,500	$ 693,000	$ 10,000		$ 703,000	4	$ 14,060	$ 21,090
165	Correct Fac Dorm U	5030 Hwy 69 South	Beaumont	5,500	$ 693,000	$ 10,000		$ 703,000	4	$ 14,060	$ 21,090
166	Correct Fac Dorm V	5030 Hwy 69 South	Beaumont	5,500	$ 693,000	$ 10,000		$ 703,000	4	$ 14,060	$ 21,090
167	Correct Fac Dorm X	5030 Hwy 69 South	Beaumont	5,500	$ 693,000	$ 10,000		$ 703,000	4	$ 14,060	$ 21,090
168	Correct Fac Dorm Y	5030 Hwy 69 South	Beaumont	5,500	$ 693,000	$ 10,000		$ 703,000	4	$ 14,060	$ 21,090
169	Correct Fac Dorm Z	5030 Hwy 69 South	Beaumont	5,500	$ 693,000	$ 10,000		$ 703,000	4	$ 14,060	$ 21,090
228	Ford Park Pavillion Artist Compound	5115 IH-10 South	Beaumont	5,100	$ 679,121	$ 16,000		$ 695,121	4	$ 13,902	$ 20,854
229	Ford Park Pavillion Concession Bldg	5115 IH-10 South	Beaumont	4,000	$ 532,644	$ 295,000		$ 827,644	4	$ 16,553	$ 24,829
230	Ford Park Pavillion Concession Bldg	5115 IH-10 South	Beaumont	1,800	$ 239,690	$ 54,000		$ 293,690	4	$ 5,874	$ 8,811
231	Ford Park Pavillion Concession Bldg	5115 IH-10 South	Beaumont	1,800	$ 239,690	$ 125,000		$ 364,690	4	$ 7,294	$ 10,941
232	Ford Park Pavillion Kiosk 1	5115 IH-10 South	Beaumont	224	$ 29,828	$ 1,000		$ 30,828	4	$ 617	$ 925
233	Ford Park Pavillion Kiosk 2	5115 IH-10 South	Beaumont	224	$ 29,828	$ 1,000		$ 30,828	4	$ 617	$ 925
234	Ford Park Pavilion Bathroom 1	5115 IH-10 South	Beaumont	3,900	$ 519,328	$ -		$ 519,328	4	$ 10,387	$ 15,580
235	Ford Park Pavilion Bathroom 2	5115 IH-10 South	Beaumont	3,900	$ 519,318	$ -		$ 519,318	4	$ 10,386	$ 15,580
213	Ford Park Softball Field Restroom 1	5115 IH-10 South	Beaumont	1,260	$ 170,032	$ -		$ 170,032	4	$ 3,401	$ 5,101
179	Old Vehicle Service Center	1295 Orleans	Beaumont	3,848	$ 529,332	$ -		$ 529,332	4	$ 10,587	$ 15,880
226	Ford Park Pavilion Box Office	5115 IH-10 South	Beaumont	800	$ 111,426	$ -		$ 111,426	4	$ 2,229	$ 3,343
139	Minnie Rogers Juvenile Justice Ctr	5236 Hwy 69 South	Beaumont	50,335	$ 7,399,245	$ 365,000		$ 7,764,245	4	$ 155,285	$ 232,927
141	Correct Fac Admin	5030 Hwy 69 South	Beaumont	29,600	$ 4,351,200	$ 2,000,000		$ 6,351,200	4	$ 127,024	$ 190,536
142	Correct Fac Book-In	5030 Hwy 69 South	Beaumont	27,300	$ 4,013,100	$ 500,000		$ 4,513,100	4	$ 90,262	$ 135,393
143	Correct Fac Chapel/Ed	5030 Hwy 69 South	Beaumont	6,000	$ 882,000	$ 150,000		$ 1,032,000	4	$ 20,640	$ 30,960
144	Correct Fac Commissary	5030 Hwy 69 South	Beaumont	5,500	$ 808,500	$ 100,000		$ 908,500	4	$ 18,170	$ 27,255
145	Correct Fac Visit	5030 Hwy 69 South	Beaumont	5,600	$ 823,200	$ 10,000		$ 833,200	4	$ 16,664	$ 24,996
171	New Courthouse	1085 Pearl	Beaumont	161,568	$ 23,750,496	$ 1,000,000		$ 24,750,496	4	$ 495,010	$ 742,515
172	Old Courthouse	1149 Pearl	Beaumont	157,579	$ 23,164,113	$ 1,000,000		$ 24,164,113	4	$ 483,282	$ 724,923
174	Old Jail/Sheriff Office	1001 Pearl	Beaumont	135,587	$ 19,931,289	$ 100,000		$ 20,031,289	4	$ 400,626	$ 600,939
175	Courthouse Annex 1	1225 Pearl/215 Franklin	Beaumont	33,141	$ 4,871,727	$ 265,000		$ 5,136,727	4	$ 102,735	$ 154,102
176	Courthouse Annex 2 (County Health	1295 Pearl	Beaumont	25,032	$ 3,679,704	$ 185,000		$ 3,864,704	4	$ 77,294	$ 115,941
177	Courthouse Annex 4	820 Neches	Beaumont	20,832	$ 3,062,304	$ 100,000		$ 3,162,304	4	$ 63,246	$ 94,869
178	Credit Union	1254 Pearl	Beaumont	3,677	$ 540,519	$ -		$ 540,519	4	$ 10,810	$ 16,216
207	Ben J. Rogers Regional Visitor's Ce	5055 IH-10 South	Beaumont	10,400	$ 1,528,800	$ 120,000		$ 1,648,800	4	$ 32,976	$ 49,464
216	Ford Park Arena & Exhibit Hall	5115 IH-10 South	Beaumont	274,000	$ 40,278,000	$ 2,500,000		$ 42,778,000	4	$ 855,560	$ 1,283,340
225	Ford Park Pavillion	5115 IH-10 South	Beaumont	5,444	$ 800,268	$ 445,000		$ 1,245,268	4	$ 24,905	$ 37,358

				TOTALS:	$ 229,461,155	$ 29,889,844	$ 2,590,026	$ 261,941,025		$ 5,203,944	$ 7,805,915
NEW ID	DESCRIPTION	ADDRESS	CITY	TOTAL SQFT	updated Bldg Value	CONTENTS VALUE	BUSINESS INTERR	TOTAL VALUE	PRECINCT	2% NS	3% NS
149.1	Sheriff New Gun Range	Range Road A - Hwy 69 S	Beaumont					$	4		
149.2	Sheriffs Crime Lab-Ballistics	Range Road - Hwy 69 S	Beaumont	200		$ 60,000		$ 60,000	4	$ 1,200	$ 1,800
150.1	Corc Facility Horse Barn Storage	5030 Hwy 69 South	Beaumont	400		$ 50,000		$ 50,000	4	$ 1,000	$ 1,500
212.1	Ford Park Softball Field Concessior	5115 IH-10 South	Beaumont	1,250				$	4		
NEW	Voting Equipment	7965 Viterbo Road				$ 2,400,000		$ 2,400,000		$ 48,000	$ 72,000
NEW	Ford Park Baseball Field Turf	5115 IH-10 South	Beaumont			$ 1,500,000		$ 1,500,000		$ 30,000	$ 45,000

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2026 Property Renewal

Coverage Synopsis	2026-2027 Berkshire / Lexington Layered Program	2025-2026 Berkshire / Lexington Layered Program	2024-2025 Berkshire / Lexington Layered Program	2023-2024 Berkshire / Westchester Layered Program	2022-2023 AmRisc / Westchester Layered Program
SIR/Deductible	**2% Named Storm**	**3% Named Storm**	**3% Named Storm**	**3% Named Storm**	**2% Named Storm**
All Other Wind	**$ 250,000**	**$ 250,000**	**$ 100,000**	**$ 100,000**	**$ 100,000**
All Other Deductible (Exc Flood)	**$ 100,000**	**$ 100,000**	**$ 100,000**	**$ 100,000**	**$ 100,000**
EDP Deductible	$ 100,000	$ 100,000	$ 100,000	$ 100,000	$ 100,000
Loss Limit:	$50MM Wind ONLY	$50MM Wind ONLY	$50MM Wind ONLY	$50MM Wind ONLY	$50MM Wind ONLY
All Coverage	$ 50,000,000	$ 50,000,000	$ 50,000,000	$ 50,000,000	$ 75,000,000
Total Insured Value:	**$ 261,941,025**	**$ 261,941,025**	**$ 260,441,025**	**$ 245,332,205**	**$ 233,586,157**
Acct Receivable	$ 500,000	$ 500,000	$ 500,000	$ 500,000	$ 500,000
Earthquake	$ 25,000,000	$ 25,000,000	$ 25,000,000	$ 25,000,000	$ 25,000,000
EDP Equipment	$ 500,000	$ 500,000	$ 500,000	$ 500,000	$ 500,000
EDP Hardware	$ 500,000	$ 500,000	$ 500,000	$ 500,000	$ 500,000
Extra Expense	$ 2,000,000	$ 2,000,000	$ 2,000,000	$ 2,000,000	$ 2,000,000
Fine Arts	$ 250,000	$ 250,000	$ 250,000	$ 250,000	$ 250,000
Fire Dept Service Chg	$ 100,000	$ 100,000	$ 100,000	$ 100,000	$ 100,000
Flood	$ 25,000,000	$ 25,000,000	$ 25,000,000	$ 25,000,000	$ 25,000,000
Newly Acquired	$ 2,500,000	$ 2,500,000	$ 2,500,000	$ 2,500,000	$ 2,500,000
Temporary Location	$ 100,000	$ 100,000	$ 100,000	$ 100,000	$ 100,000
Valuable Papers	$ 500,000	$ 500,000	$ 500,000	$ 500,000	$ 500,000
100-Year Flood	$ 2,000,000	$ 2,000,000	$ 2,000,000	$ 2,000,000	$ 2,000,000
Boiler & Machinery	Separate Policy	Separate Policy	Separate Policy	Separate Policy	Separate Policy
Pollution/Contamination	Excluded	Excluded	Excluded	Excluded	Excluded
Replacement Cost	Included	Included	Included	Included	Included
Sprinkler Warranty	Included	Included	Included	Included	Included
Terrorism (TRIA)	*Excluded*	*Excluded*	*Excluded*	*Excluded*	*Excluded*
Total Premium:	**$ 2,247,861**	**$ 2,413,388**	**$ 2,607,065**	**$ 2,205,034**	**$ 1,702,840**
	$ 0.8582	$ 0.9213	$ 1.0010	$ 0.8988	$ 0.7290

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NS included

$40m x $10m

Spectrum	12.50%
Markel	12.50%
	25.00%

$20m xs $30m

Munich Specialty	25.00%
RSUI	25.00%
Navigators	7.50%
	57.50%

$50m

Lexington	5.0%	
Besso - H	7.5%	100.00%
Lancashir	5.0%	
	17.50%	

$25m flake

$20m xs $10m

Sompo	20.00%
Dellwood	12.50%
Kinsale	25.00%
	57.50%

100.00%

$10m primary

Ironshore	7.50%
Kemah	10.00%
Berkshire	**20.00%**
Canopius	10.00%
Amrisc	10.00%
Axis	10.00%
Velocity	15.00%
	82.50%

100.00%

Policy Form Berkshire

Deductibles:

AOP:	$100,000
Flood: excl. A+V	$250,000
Flood A + V	$500,000 buildings, $500,000 contents; plus $250k
Earthquake:	$100,000
AO Wind/Hail:	$250k
NS:	2% per building, $250k min
WDP:	2% per building, $250k min
Named Loss adjuster	Lloyd Rainey

$25m Flood

$2m Flood zone A + V - flood excluded for piers/pilings/docks/wharfs

$25m Earthquake

120% margin

OPTIONS:

$75M policy limit / $50M All Wind Limit = $49,298.30

3% Named Storm $250K Mimimum NWS & WDP Deductible = ($76,568.65)

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Jefferson County

2026 Rate Comparison

Year	Scheduled Values	Deductible	Rate	Premium	% Change
2022	$ 233,586,157	2% Named Storm $100k All Other Perils	$0.7397	$ 1,727,760.33 Includes Wind	12.011%
2023	$ 245,332,205	3% Named Storm $100k All Other Perils	$0.8988	$ 2,205,034.91 Includes Wind	21.513%
2024	$ 260,441,025	3% Named Storm $100k All Other Perils	$1.0010	$ 2,607,065.00 Includes Wind	11.373%
2025	$ 261,941,025	3% Named Storm $100k All Other Perils	$ 0.9213	$ 2,413,388 Includes Wind	-7.9590%
2026	$ 261,941,025	**2% Named Storm** $100k All Other Perils	$ 0.8582	$ 2,247,861 Includes Wind	-6.8587%

Aircraft Coverage

Insurance Carrier: Westchester Fire Insurance Company

SCHEDULE OF INSURED AIRCRAFT:

F.A.A. Number	Year	Make and Model	Aircraft Type	Engine and HP	Total Seats Incl Crew
N909K	1969	Bell OH-58	R		2
N600SD	1975	Bell UH-1H	R		13
N602SD	2007	Bell 407	R		7
N601SD	1973	Mitsubishi MU-2	L		8
N573MC	2024	Thrush 510P2	L		2
N8288G	1973	Cessna 188B	L		1
N541MC	1965	Beech 65-A90-1	L		2
			N		0

Applicable Liability Coverages, Limits of Liability and Premium

F.A.A. Number	Coverage	Each Occurrence Limit	Each Passenger Sub-Limits	Med. Pay Limit Per Person	Liability Premium
N909K	D	$1,000,000	$100,000	$1,000	$3,601
N600SD	D	$1,000,000	$100,000	$1,000	$6,416
N602SD	D	$1,000,000	$100,000	$1,000	$5,161
N601SD	D	$1,000,000	$100,000	$1,000	$3,601
N573MC	A	$1,000,000	$100,000	$1,000	$2,806
N8288G	A	$1,000,000	Not Applicable	$1,000	$2,806
N541MC	A	$1,000,000	$100,000	$1,000	$2,806
	D	$1,000,000	$100,000	$1,000	0

Description of Aircraft, Hull Coverages and Hull Deductibles

F.A.A. Number	Coverage	Amount Of Insurance	Not in Motion	In Motion	Ingestion	Hull Premium
N909K	No	Aircraft	Physical	Damage	Coverage	Hereunder
N600SD	No	Aircraft	Physical	Damage	Coverage	Hereunder
N602SD	F	$2,500,000	$1,000	$62,500	$62,500	$67,467
N601SD	F	$600,000	$1,000	$5,000	$5,000	$4,825
N573MC	F	$1,539,780	$1,000	$5,000	$0	$8,442
N8288G	No	Aircraft	Physical	Damage	Coverage	Hereunder
N541MC	No	Aircraft	Physical	Damage	Coverage	Hereunder
	No	Aircraft	Physical	Damage	Coverage	Hereunder

CYBER LIABILITY

Insurance Carrier: Crum & Forster Specialty

COVERAGE OPTIONS:		
[X] A. Breach Costs	[X] C. Multimedia Liability	[X] E. Cyber Extortion Loss
[X] B. Cyber Liability -network security & privacy liability -regulatory liability and defense -PCI fines and assessments	[X] D. eCrime Loss -social engineering -fraudulent funds transfer -telephone system fraud -invoice manipulation	[X] F. First Party Loss -data asset loss -loss of income and extra expense -reputational loss -cryptojacking

SERVICES:	☒ C&F Cyber Response Team – 24/7/365	☒ CFcyberASSIST.com -Phishing Simulations -Knowledge Center -Unlimited Advice

LIMITS OF LIABILITY:

Option	Aggregate Limit	Breach Response Limit	eCrime Loss Sublimit	Dependent Business Sublimit	Retention	Premium
1	$1,000,000	$1,000,000	$500,000	$1,000,000	$50,000	$33,190
2	$2,000,000	$2,000,000	$500,000	$2,000,000	$50,000	$46,700

Policy premium is due within 30 days of the billing statement date.

CONTINUITY DATE:	02/14/2023
RETROACTIVE DATE:	None (Full prior unknown acts)

WAITING PERIOD:	10 hours

Option 1: $34,813.00
Option 2: $48,983.63

CRIME RENEWAL

Insurance Carrier: Great American Insurance Company

POLICY FORM: SFAA Crime Protection Policy for Public Entities (Ed. 03/19)
Discovery Form

INSURING AGREEMENT	LIMIT OF INSURANCE	DEDUCTIBLE AMOUNT
1. Employee Dishonesty	$ 500,000	$ 15,000
2. Forgery or Alteration	$ 500,000	$ 15,000
3. Inside the Premises	$ 500,000	$ 15,000
4. Outside the Premises	$ 500,000	$ 15,000
5. Computer Hacking	$ 500,000	$ 15,000
8. Funds Transfer Fraud	$ 500,000	$ 15,000
9. Fraudulently Induced Transfer	$ 250,000	$ 25,000

FORMS:

SEQ	FORM #	DESCRIPTION
1	0790FIC	Great American Insurance Fidelity & Crime Policy Cover
2	SDM35	Texas - Important Notice
3	SDM683	Important Notice Fidelity Crime Division Claims
4	SP0002	Crime Protection Policy For Public Entities
5	IL8801	BusinessPRO Forms And Endorsements Schedule
6	SE0011	Include Specified Non-Compensated Officers As Employees Name of specified Non-Compensated Officer: All Non-Compensated Officers and includes Elected Officials and appointees
7	SE0019	Exclude Trading Loss
8	SE0074	Texas Changes
9	SE0106	Texas Changes - Loss Payment
10	SE0138	Texas Notice
11	SE0149	Texas Changes
12	SE0160	Texas Changes - Cancellation And Nonrenewal
13	SE0212	Governmental Action Exclusion
14	SA7089	Definition Of Employee Former Employees up to 90 Days After Termination Non-Soliciting Volunteers While Working on Behalf of the Insured
15	SA7094	Revision To Insuring Agreement(s) Revision to Inventory Shortages
16	SA7097	Cancellation/Non-Renewal By Us Number of Days: 90
17	SA7098	Premium Endorsement
18	SA7124	Add Faithful Performance Of Duty Limit of Insurance: 500,000 Deductible Amount: 15,000
19	SA7152	Virtual Or On-Line Peer To Peer Mediums Of Exchange Exclusion
20	SA7204	Include Callback For Fraudulently Induced Transfers
21	SA7211	Exclude All Non-Fungible Tokens
22	SA7227	Confidential Information Exclusion
23	IL7324	Global Sanction Endorsement

EXCESS WORKER' COMPENSATION
2ND OF 2-YEAR POLICY

Insurance Carrier: Midwest Employers Casualty Company

Specific Limit Each Accident:
(a) Policy Part One, Workers' Compensation: STATUTORY
(b) Policy Part Two, Employers Liability: $1,000,000

Specific Limit Each Employee for Disease:
(a) Policy Part One, Workers' Compensation: STATUTORY
(b) Policy Part Two, Employers Liability: $1,000,000

Classification	Specific Retention
7704	$750,000
7720	$750,000
All Other	$500,000

Payroll Reporting Periods	Deposit Premium	Deposit Flat Charges	Total Deposit Premium and Deposit Flat Charges	Policy Minimum Premium
02/01/2025 - 02/01/2026	$217,765	$0	$217,765	$195,988
02/01/2026 - 02/01/2027	$217,765	$0	$217,765	$195,989
Totals for All Payroll Reporting Periods	$435,530	$0	$435,530	$391,977

Service Company: Claims Administrative Services, Inc.
P.O. Box 7500
Tyler, TX 75711

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PREMIUM COMPARISON SUMMARY

Line of Business	2026	2025	2024	2023	2022
Property	**$ 2,214,097.71**	**$ 2,413,388.00**	**$ 2,576,691.00**	$ 2,179,483.91	$ 1,702,840.00
Boiler & Machinery	**$ 33,763.00**	**$ 32,803.00**	**$ 30,374.00**	$ 25,551.00	$ 24,921.00
Aircraft & Mosquito Control Liability	**$ 107,931.00**	**$ 113,269.00**	**$ 117,945.00**	$ 112,328.00	$ 108,091.00
Cyber Liability	**$ 34,813.00**	**$ 37,660.75**	**$ 42,209.84**	$ 42,294.22	Self-Insured
Crime	**$ 5,919.00**	**$ 5,919.00**	**$ 5,919.00**	$ 5,919.00	$ 5,638.00
Excess W/C	**$ 217,765.00**	**$ 217,765.00**	**$ 213,514.00**	$ 207,544.00	$ 227,478.00
Total Premium	**$ 2,614,288.71**	**$ 2,820,804.75**	**$ 2,986,652.84**	**$ 2,573,120.13**	**$ 2,068,968.00**

Jefferson County

2026 Risk Experience Summary

Risk Experience:

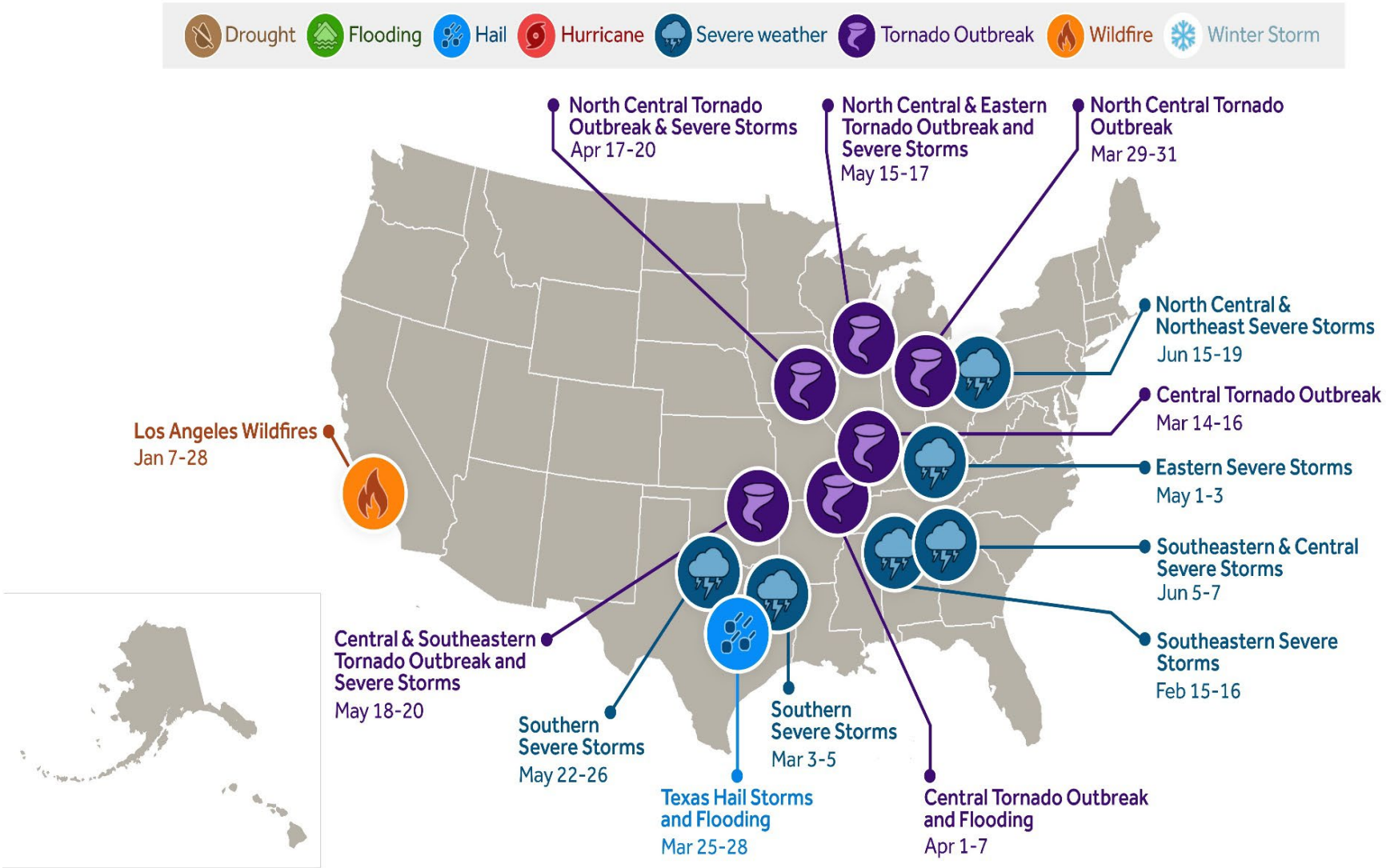
2005 Hurricane Rita: $18,235,000 Total Claim Payment (Layer 1)
2007 Hurricane Humberto: $354,078 Total Claim Payment (Layer 1)
2008 Hurricane Ike: $3,505,924 (Layer 1)
2011 $14,500: Fire DOL: 10/06/2011
2012 Boiler & Machinery Freeze Claim
2017 Hurricane Harvey: $1,200,000 Estimated Claim Payment (Layer 1/B&M)
2018 Airport (2 Separate Claims)
2019 TS Imelda: Ford Park & Visitors Center (Layer 1)
2020 COVID-19
2021 Boiler Rupture - SubCourthouse in Port Arthur
2021 Winter Storm URI - Closed below Deductible
2023 Hail Claim - OPEN - $2MM - Pending**
2023 Storage Tank Liability: $879,318.55 Claim Payment
2024 Bell Helicopter Instruments - Notice ONLY

+ Texas Senate Bill 22 | Texas Government Code 607.0545
+ Texas House Bill 471 | Texas Government Code 142.008

2026 Premium Summary

7% Decrease in Rate *Market Driving Rate
+ State of the Market (CAT Global Losses) Softening
\+ Open Property Claim
\+ Underwriting Concern Over Replacement Cost Values

U.S. 2025 Billion-Dollar Weather & Climate Disasters



This map shows the approximate location for each of the 14 separate billion-dollar weather and climate disasters that impacted the United States from January–June of 2025.

CLIMATE CENTRAL

Resolution

STATE OF TEXAS	§	COMMISSIONERS COURT
	§	
COUNTY OF JEFFERSON	§	OF JEFFERSON COUNTY, TEXAS

BE IT REMEMBERED at a meeting of the Commissioners Court of Jefferson County held on the 27 day of January, 2026, on a motion made by Commissioner Everette "Bo" Alfred, Commissioner of Precinct 4 and seconded by Commissioner Cary Erickson, Commissioner of Precinct 2, the following resolution was adopted:

PROJECT SAFE NEIGHBORHOODS

WHEREAS, The Commissioner's Court of Jefferson County Texas finds it in the best interest of the citizens of Jefferson County, Texas that the Project Safe Neighborhoods Grant be operated for the 2026-2027 calendar year; and that this Grant does not require any matching fund; and

WHEREAS, The Commissioners Court of Jefferson County Texas agrees that in the event of loss or misuse of the Office of the Governor funds, The Commissioners Court of Jefferson County Texas assures that the funds will be returned to the Office of the Governor in full; and

WHEREAS, Jefferson County designates the County Judge as the authorized official. The authorized official is given authority to apply for, accept, reject, alter or terminate a grant.

WHEREAS, Jefferson County designates the County Auditor as the grantee's financial officer. The financial officer is given the power to submit financial and/or programmatic reports or alter a grant.

NOW THEREFORE, BE IT RESOLVED that The Commissioners Court of Jefferson County, Texas approves submission of the grant application for the Project Safe Neighborhoods Grant to the Office of the Governor.

Grant# 5758601

SIGNED this 27th day of January, 2026.

JUDGE JEFF R. BRANICK
County Judge

COMMISSIONER BRANDON WILLIS
Precinct No. 1

COMMISSIONER MICHAEL S. SINEGAL
Precinct No. 3

COMMISSIONER CARY ERICKSON
Precinct No. 2

COMMISSIONER EVERETTE D. ALFRED
Precinct No. 4