

**Special, 10/17/2023 10:30:00 AM**

BE IT REMEMBERED that on October 17, 2023, 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 Vernon Pierce, Commissioner Pct. No. 1 (ABSENT)

Absent

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 (ABSENT)

Absent

Honorable Roxanne Acosta-Hellberg, County Clerk

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

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Jeff R. Branick, County Judge  
Vernon Pierce, 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  
October 17, 2023**

Notice is hereby given that the Commissioners' Court of Jefferson County, Texas, will meet at **10:30 AM**, on the **17th** day of **October 2023** 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:

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

**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:**

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[https://co.jefferson.tx.us/comm\\_crt/commlink.htm](https://co.jefferson.tx.us/comm_crt/commlink.htm)

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

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

**INVOCATION: Cary Erickson, Commissioner, Precinct Two**

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

## **PURCHASING:**

- (a). Consider and approve specifications for Invitation for Bid (IFB 23-067/MR) Insulation for Precinct 2 Shop Building.

SEE ATTACHMENTS ON PAGES 13 - 69

**Motion by: Sinegal**

**Second by: Erickson**

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

**Action: APPROVED**

- (b). Reject all bids for (IFB 23-051/MR) Term Contract for Indigent Burial Plots for Jefferson County.

NO ATTACHMENTS

**Motion by: Sinegal**

**Second by: Erickson**

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

**Action: APPROVED**

- (c). Consider and approve specifications for Invitation for Bid (IFB 23-068/MR) Re-Bid Term Contract for Indigent Burial Plots for Jefferson County.

SEE ATTACHMENTS ON PAGES 70 - 127

**Motion by: Sinegal**

**Second by: Erickson**

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

**Action: APPROVED**

- (d). Receive and file bids for Invitation for Bid (IFB 23-053/MR) Term Contract for Aviation Fuel for Jack Brooks Regional Airport.

SEE ATTACHMENTS ON PAGES 128 - 528

**Motion by: Sinegal**

**Second by: Erickson**

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

**Action: APPROVED**

- (e). Consider and approve award, execute, receive and file contract for (RFP 23-045/MR) Re-Bid Jefferson County Entertainment Complex Naming Rights with Doggett Company, LLC.

NO ATTACHMENTS

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

- (f). Consider and approve award, execute, receive and file Acceptance of Offer for Invitation for Bid (IFB 23-053/MR) Term Contract for Aviation Fuel for Jack Brooks Regional Airport with Titan Aviation Fuels with pricing as shown in attached tabulation.

SEE ATTACHMENTS ON PAGES 529 - 534

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

- (g). Discuss and possibly approve the Purchasing Agent to enter into contract negotiations for (RFP 23-056/MR) Re-Bid Cafeteria Services for Jefferson County.

NO ATTACHMENTS

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

- (h). Consider and approve, execute, receive and file Amendment No. 2 to contract (IFB 23-031/MR) Sale of Vacant Land Located on Viterbo Road with Bria Investments, LLC. This amendment will add an additional 0.8435 acre of land to the property. This will increase the sale price \$14,222.62 bringing the total sale price to \$317,222.62. The additional cost will be included with final payment upon closing.

SEE ATTACHMENTS ON PAGES 535 - 535

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

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- (i). Consider and possibly approve, execute, receive and file Task Order #1 for (RFP 23-028/MR), Re-Bid FEMA Grant Management Services for Jefferson County with Tidal Basin Government Consulting, LLC. in response to 2023 Flood Mitigation Assistance (FMA) for Grant Administration advice to develop up to fifty (50) properties in Jefferson County for an amount not to exceed \$70,125.00; pursuant to Chapter 262, Texas Local Government Code, the County Purchasing Act and 2 CFR Sections 200.318-326.

SEE ATTACHMENTS ON PAGES 536 - 537

**Motion by: Sinegal**

**Second by: Erickson**

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

**Action: APPROVED**

- (j). Consider and possibly approve, execute, receive and file Task Order #2 for (RFP 23-028/MR), Re-Bid FEMA Grant Management Services for Jefferson County with Tidal Basin Government Consulting, LLC. in response to 2022 Flood Mitigation Assistance (FMA) for Grant Administration advice to develop up to (37) properties in Jefferson County for an amount not to exceed \$520,000.00; pursuant to Chapter 262, Texas Local Government Code, the County Purchasing Act and 2 CFR Sections 200.318-326.

SEE ATTACHMENTS ON PAGES 538 - 541

**Motion by: Sinegal**

**Second by: Erickson**

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

**Action: APPROVED**

- (k). Consider and possibly approve, execute, receive and file Task Order #3 for (RFP 23-028/MR), Re-Bid FEMA Grant Management Services for Jefferson County with Tidal Basin Government Consulting, LLC. in response to 2020 Flood Mitigation Assistance (FMA) for Grant Administration advice to develop (4) properties in Jefferson County for an amount not to exceed \$73,456.22; pursuant to Chapter 262, Texas Local Government Code, the County Purchasing Act and 2 CFR Sections 200.318-326.

SEE ATTACHMENTS ON PAGES 542 - 544

**Motion by: Sinegal**

**Second by: Erickson**

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

**Action: APPROVED**

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- (l). Consider and approve, execute, receive and file (Agreement 23-069/JW) with LexisNexis for an Online Access Subscription for County Court at Law No. 1. This agreement is for a one-year term (November 1, 2023 – October 31, 2024); at a cost of \$104.00 per month.

SEE ATTACHMENTS ON PAGES 545 - 550

**Motion by: Sinegal**

**Second by: Erickson**

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

**Action: APPROVED**

- (m). Consider, establish, and approve Selection Review Committee (to include one (1) elected official) to evaluate responses received for Request for Proposal (RFP 23-066/JW) Professional Grant Administration and Management Services for Texas General Land Office (GLO) Community Development Block Grant Recovery-Mitigation (CDBG-MIT) Resilient Communities Program; pursuant to Chapter 262, Texas Local Government Code, the County Purchasing Act and 2 CFR Sections 200.318 – 326.

NO ATTACHMENTS

**Motion by: Sinegal**

**Second by: Erickson**

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

**Action: APPROVED**

- (n). Consider and approve, execute, receive and file disposition of salvage property as authorized by Local Government Code §263.152(3) broken or obsolete items.

SEE ATTACHMENTS ON PAGES 551 - 552

**Motion by: Sinegal**

**Second by: Erickson**

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

**Action: APPROVED**

**COUNTY AUDITOR:**

- (a). Consider and approve FY 2023 budget transfer– 172nd District Court – additional cost for payroll items.

SEE ATTACHMENTS ON PAGES 553 - 553

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120-2036-412-2001	F.I.C.A. EXPENSE	\$65.00	
120-2036-412-2002	EMPLOYEES' RETIREMENT	\$230.00	
120-2036-412-3010	BOOKS-PRINTED		\$295.00

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

(b). Consider and approve FY 2023 budget transfer– Jail – additional cost for payroll items.

SEE ATTACHMENTS ON PAGES 554 - 554

120-3062-423-1098	OVERTIME ALLOWANCE	\$26,500.00	
120-3062-423-2001	F.I.C.A. EXPENSE	\$1,500.00	
120-3062-423-2002	EMPLOYEES' RETIREMENT	\$12,000.00	
120-3062-423-2003	EMPLOYEES' INSURANCE	\$1,000.00	
120-3062-423-3033	FOOD		\$41,000.00

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

(c). Consider and approve FY 2024 budget transfer – Road & Bridge Pct4 – additional cost for repairs.

SEE ATTACHMENTS ON PAGES 555 - 555

114-0405-431-4018	ROAD MACHINERY	\$20,000.00	
114-0402-431-3079	CRUSHED STONE		\$20,000.00

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

(d). Consider and approve advance funding request for American Rescue Plan Act approved project with the City of Nome in the amount of \$48,000 for Priority1 project and \$50,000 for Priority2 project.



SEE ATTACHMENTS ON PAGES 556 - 557

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

(e).Regular County Bills – check #510957 through check #511190.

SEE ATTACHMENTS ON PAGES 558 - 565

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

## **COUNTY CLERK:**

(a).Consider and approve, execute, receive and file the list of Election Day Judges and Alternate Judges, the list of the Early Voting Ballot Board Judge, Alternate Judge and Committee Members, and the list of the Central County Station Staff for the November 7, 2023 Constitutional Amendment, Special, and Joint Election.

SEE ATTACHMENTS ON PAGES 566 - 569

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

## **COUNTY COMMISSIONERS:**

(b).Receive and file FY 2023 executed Port Security Grant Memorandum of Understanding.

SEE ATTACHMENTS ON PAGES 570 - 571

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

(a).Consider and possibly approve a proclamation for Domestic Violence Awareness Month.

SEE ATTACHMENTS ON PAGES 572 - 573

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

- (c).Receive and file Oath of Office and Statement of Officer for Terry Weunschel, Interim Jefferson County Tax Assessor-Collector.

SEE ATTACHMENTS ON PAGES 574 - 575

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

**COUNTY TREASURER:**

- (a).Receive and File Investment Schedule for September, 2023, including the year to date earnings on County funds.

SEE ATTACHMENTS ON PAGES 576 - 578

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

**ENGINEERING DEPARTMENT:**

- (a).Consider and possibly approve a Replat of Lot 8 Interstate 10 Industrial Park CF No. 2022006502 Official Public Records of Real Property Jefferson County, Texas into Lot 8A, 8B and 8C Interstate 10 Industrial Park, H.T. & B.R.R. Survey, Section No. 15, Abstract No. 145, Jefferson County, Texas. This replat is located off of Industrial Parkway in Precinct #4. This property is in the City of Beaumont ETJ. The replat has met all of Jefferson County platting requirements.

SEE ATTACHMENTS ON PAGES 579 - 579

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

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- (b). Consider, possibly approve, authorize the County Judge to execute, receive and file Antiquities Permit Application for the Perennial Environmental Services, LLC. The scope of the project consists of installation of pipelines located southwest of the city center of Port Arthur in Jefferson County, Texas.

SEE ATTACHMENTS ON PAGES 580 - 593

**Motion by: Alfred**

**Second by: Erickson**

**In Favor: Branick, 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.**

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**Jeff R. Branick**  
**County Judge**

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**Special, October 17, 2023**

There being no further business to come before the Court at this time, same is now here adjourned on this date, October 17, 2023.



**JEFFERSON COUNTY PURCHASING DEPARTMENT**  
*Deborah L. Clark, Purchasing Agent*

1149 Pearl Street  
 1<sup>st</sup> Floor, Beaumont, TX 77701

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

**LEGAL NOTICE**  
**Advertisement for Invitation for Bids**

October 17, 2023

Notice is hereby given that sealed bids will be accepted by the Jefferson County Purchasing Department for Invitation for Bid **(IFB 23-067/MR) Insulation for Precinct 2 Shop Building**. Specifications for this project may be obtained from the Jefferson County website, <https://www.co.jefferson.tx.us/Purchasing/> or by calling 409-835-8593.

Bids are to be sealed and addressed to the Purchasing Agent with the bid number and name marked on the outside of the envelope or box. Bidders shall forward an original and 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:** Insulation for Precinct 2 Shop Building  
**BID NUMBER:** IFB 23-067/MR  
**DUE BY TIME/DATE:** 11:00 AM CT, Wednesday, November 15, 2023  
**MAIL OR DELIVER TO:** Jefferson County Purchasing Department  
 1149 Pearl Street, 1<sup>st</sup> Floor  
 Beaumont, Texas 77701

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

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

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

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

Deborah L. Clark, Purchasing Agent  
 Jefferson County, Texas

<p><b>PUBLISH:</b>  <b>Beaumont Enterprise:</b>          October 18, 2023 &amp; October 25, 2023</p>
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**BID SUBMISSIONS:**

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

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

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

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

**SECTION 1: GENERAL CONDITIONS OF BIDDING AND TERMS OF CONTRACT**

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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-DETERMINATION.**

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 awarded a contract, Offeror may appear before the Commissioners' Court and present evidence concerning Offeror responsibility after officially notifying the Office of the Purchasing Agent of Offeror's intent to appear.

#### **8. CONTRACT.**

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

#### **9. WAIVER OF SUBROGATION.**

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

#### **10. FISCAL FUNDING.**

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

#### **11. BID RESULTS.**

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

Department.

**12. CHANGES AND ADDENDA TO BID DOCUMENTS.**

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

**13. SPECIFICATIONS.**

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

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

**14. DELIVERY.**

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

**15. INTERPRETATION OF BID AN/OR CONTRACT DOCUMENTS.**

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

**16. CURRENCY.**

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

**17. PRICING.**

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

**18. NOTICE TO PROCEED/PURCHASE ORDER.**

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

**19. CERTIFICATION.**

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

- The submission of the offer did not involve collusion or other anti-competitive practices.
- The Bidder has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to any public servant in connection with the submitted offer.

- The Bidder hereby certifies that the individual signing the bid is an authorized agent for the Bidder and has the authority to bind the Bidder to the contract.

**20. DEFINITIONS.**

“County” – Jefferson County, Texas.

“Contractor” – The Bidder whose proposal is accepted by Jefferson County.

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

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



**SECTION 2: FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA)  
MANDATED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY UNDER FEDERAL AWARDS  
REQUIRED BY 2 C.F.R. §200.326 APPENDIX II TO 2 CFR §200**

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 August 31, 2022.**

THRESHOLD	PROVISION	CITATION
<p>&gt;\$250,000 (Simplified Acquisition Threshold)</p>	<p>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 <a href="#">41 U.S.C. 1908</a>, 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.</p>	<p>2 CFR 200 APPENDIX II (A)</p>
<p>&gt;\$10,000</p>	<p>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 affected and the basis for settlement.</p>	<p>2 CFR 200 APPENDIX II (B)</p>
<p>None</p>	<p>Equal Employment Opportunity. Except as otherwise provided under <a href="#">41 CFR Part 60</a>, all contracts that meet the definition of “federally assisted construction contract” in <a href="#">41 CFR Part 60-1.3</a> must include the equal opportunity clause provided under <a href="#">41 CFR 60-1.4(b)</a>, in accordance with Executive Order 11246, “Equal Employment Opportunity” (<a href="#">30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339</a>), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at <a href="#">41 CFR part 60</a>, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”</p> <p>41 CFR 60-1.4 Equal opportunity clause.</p> <p>(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:</p> <p>The [recipient] hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:</p> <p>During the performance of this contract, the Contractor agrees as follows:</p> <p>(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:</p>	<p>2 CFR 200 APPENDIX II I and 41 CFR §60-1.4(b)</p>

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

	<p>Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.</p> <p>(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:</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p>	
<p>&gt;\$2,000</p>	<p>Davis-Bacon Act, as amended (<a href="#">40 U.S.C. 3141-3148</a>). 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 (<a href="#">40 U.S.C. 3141-3144</a>, and <a href="#">3146-3148</a>) as supplemented by Department of Labor regulations (<a href="#">29 CFR Part 5</a>, "Labor Standards Provisions</p>	<p>2 CFR 200 APPENDIX II (D)</p>

	<p>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 (<a href="#">40 U.S.C. 3145</a>), as supplemented by Department of Labor regulations (<a href="#">29 CFR Part 3</a>, “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.</p>	
>\$100,000	<p>Contract Work Hours and Safety Standards Act (<a href="#">40 U.S.C. 3701-3708</a>). 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 <a href="#">40 U.S.C. 3702</a> and <a href="#">3704</a>, as supplemented by Department of Labor regulations (<a href="#">29 CFR Part 5</a>). Under <a href="#">40 U.S.C. 3702</a> 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 <a href="#">40 U.S.C. 3704</a> 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.</p>	2 CFR 200 APPENDIX II (E)
None	<p>Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under <a href="#">37 CFR § 401.2 (a)</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 <a href="#">37 CFR Part 401</a>, “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.</p>	2 CFR 200 APPENDIX II (F)
>\$150,000	<p>Clean Air Act (<a href="#">42 U.S.C. 7401-7671g</a>.) and the Federal Water Pollution Control Act (<a href="#">33 U.S.C. 1251-1387</a>), 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 (<a href="#">42 U.S.C. 7401-7671g</a>) and the Federal Water Pollution Control Act as amended (<a href="#">33 U.S.C. 1251-1387</a>). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).</p>	2 CFR 200 APPENDIX II (G)

>\$25,000	Debarment and Suspension (Executive Orders 12549 and 12689) - A contract award (see <a href="#">2 CFR 180.220</a> ) 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 <a href="#">2 CFR 180</a> that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.	2 CFR 200 APPENDIX II (H)
>\$100,000	Byrd Anti-Lobbying Amendment ( <a href="#">31 U.S.C. 1352</a> ) - 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 <a href="#">31 U.S.C. 1352</a> . 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.	2 CFR 200 APPENDIX II (I) and 24 CFR §570.303
	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)
>\$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 <a href="#">40 CFR part 247</a> 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.	2 CFR 200.323
>\$100,000	<p><i>§135.38 Section 3 clause</i>  <i>All section 3 covered contracts shall include the following clause (referred to as the section 3 clause):</i></p> <p>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.</p> <p>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.</p>	

	<p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>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).</p>	
<p>None</p>	<p>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:</p> <p>Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:</p> <ul style="list-style-type: none"> <li>(1) Procure or obtain;</li> <li>(2) Extend or renew a contract to procure or obtain; or</li> <li>(3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered</li> </ul>	<p>2 CFR 200.216</p>

	<p>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 <a href="#">Public Law 115-232</a>, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).</p> <p>(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).</p> <p>(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.</p> <p>(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.</p> <p>(b) In implementing the prohibition under <a href="#">Public Law 115-232</a>, 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.</p> <p>(c) See <a href="#">Public Law 115-232</a>, section 889 for additional information.</p> <p>(d) See also <a href="#">§ 200.471</a>.</p>	
None	<p>As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award. For purposes of this section:</p> <p>(1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.</p> <p>(2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.</p>	2 CFR 200.322(a)(b)(1) (2)
None	<p>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.</p>	2 CFR 200.112

None	<p>The Federal awarding agency and the non-Federal entity should, whenever practicable, collect, transmit, and store Federal award-related information in open and machine-readable formats rather than in closed formats or on paper in accordance with applicable legislative requirements. A machine-readable format is a format in a standard computer language (not English text) that can be read automatically by a web browser or computer system. The Federal awarding agency or pass-through entity must always provide or accept paper versions of Federal award-related information to and from the non-Federal entity upon request. If paper copies are submitted, the Federal awarding agency or pass-through entity must not require more than an original and two copies. When original records are electronic and cannot be altered, there is no need to create and retain paper copies. When original records are paper, electronic versions may be substituted through the use of duplication or other forms of electronic media provided that they are subject to periodic quality control reviews, provide reasonable safeguards against alteration, and remain readable.</p>	2 CFR 200.336
None	<p>Contracting with HUB, small and minority businesses, women's business enterprises, and labor surplus area firms.</p> <p>(a) The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.</p> <p>(b) Affirmative steps must include:</p> <p>(1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;</p> <p>(2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;</p> <p>(3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;</p> <p>(4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;</p> <p>(5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and</p> <p>(6) Requiring the prime Contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (b)(1) through (5) of this section.</p>	2 CFR 200.321
None	<p>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:</p> <p>(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.</p> <p>(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.</p> <p>(c) Records for real property and equipment acquired with Federal funds must be retained for 3 years after final disposition.</p>	2 CFR 200.334



	<p>(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.</p> <p>(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.</p> <p>(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).</p> <p>(1) <i>If submitted for negotiation.</i> If the proposal, plan, or other computation is required to be submitted to the Federal Government (or to the pass-through entity) to form the basis for negotiation of the rate, then the 3-year retention period for its supporting records starts from the date of such submission.</p> <p>(2) <i>If not submitted for negotiation.</i> If the proposal, plan, or other computation is not required to be submitted to the Federal Government (or to the pass-through entity) for negotiation purposes, then the 3-year retention period for the proposal, plan, or computation and its supporting records starts from the end of the fiscal year (or other accounting period) covered by the proposal, plan, or other computation.</p>	
None	<p>CONTRACTS WITH COMPANIES ENGAGED IN BUSINESS WITH IRAN, SUDAN, OR FOREIGN TERRORIST ORGANIZATION PROHIBITED. A governmental entity may not enter into a governmental contract with a company that is identified on a list prepared and maintained under Section 2270.0052, 2270.0102, or 2270.0152. In accordance with Texas Government Code, Chapter 2252, Subchapter F, <b>Respondent</b> hereby represents and warrants that it is not a company identified on the lists prepared and maintained under Texas Government Code §§ 2270.0052 (companies with business operations in Sudan), 2270.0102 (companies with business operations in Iran), or 2270.0152 (companies known to have contracts with or provide supplies or services to a foreign terrorist organization). Notwithstanding the foregoing, a company that the United States government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, Iran, or to a foreign terrorist organization, is not subject to contract prohibition under this clause. A company claiming such exemption must submit the official copy of the declaration.</p>	Texas Government Code 2252.152
>\$100,000	<p>PROVISION REQUIRED IN CONTRACT. (a) This section applies only to certain solicitations and contracts. Section 2271.002 of the Texas Government Code states the following:</p> <p>(a) This section applies only to a contract that:</p> <p>(1) is between a governmental entity and a company with 10 or more full-time employees; and</p> <p>(2) has a value of \$100,000 or more that is to be paid wholly or partly from public funds of the governmental entity.</p> <p>(b) A governmental entity 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:</p>	Texas Government Code 2271.002

	(1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. Section 2271.001(2) of the Government Code defines "company" to be the meaning assigned by Section 808.001 of the Texas Government Code, except that the term does not include a sole proprietorship.	
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.	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.

## BYRD ANTI-LOBBYING CERTIFICATION

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

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

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

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

\_\_\_\_\_  
**Signature of Contractor's Authorized Official**

\_\_\_\_\_  
**Name and Title of Contractor's Authorized Official**

\_\_\_\_\_  
**Date**

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

**DEBARMENT/SUSPENSION CERTIFICATION**

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

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

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

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

\_\_\_\_\_  
**Signature of Contractor's Authorized Official**

\_\_\_\_\_  
**Name and Title of Contractor's Authorized Official**

\_\_\_\_\_  
**Date**

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

## CIVIL RIGHTS COMPLIANCE PROVISIONS

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### 1. EQUAL EMPLOYMENT OPPORTUNITY (Equal Opportunity Clause)

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

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

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

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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.

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**Signature of Contractor's Authorized Official**

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**Name and Title of Contractor's Authorized Official**

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**Date**

**REQUIRED FORM**

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

### SECTION 3: SPECIAL REQUIREMENTS/BID SUBMISSION INSTRUCTIONS

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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 Copy; with all copies to include a Completed Copy of this Specifications Packet, **in its entirety.**

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

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

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

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

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

Jefferson County Purchasing Department  
1149 Pearl Street, 1<sup>st</sup> 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 or box shall also include the IFB Number, IFB Name, IFB Due Date, and the Bidder's Name and Address; and shall be addressed to the Purchasing Agent.

**All submissions must be received by 11:00 am CT, Wednesday, November 15, 2023.**

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

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

Late bids will not be accepted and will be returned unopened to the Bidder.

Jefferson County shall not be responsible for any effort or cost expended in the preparation of a response to this IFB.

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

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

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

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

### COUNTY HOLIDAYS (2023):

January 16	(Monday)	Martin Luther King, Jr. Day
February 20	(Monday)	President's Day
April 7	(Friday)	Good Friday
May 29	(Monday)	Memorial Day
July 4	(Tuesday)	Independence Day
September 4	(Monday)	Labor Day
November 10	(Friday)	Veteran's Day
November 23 & 24	(Thursday & Friday)	Thanksgiving
December 25 & 26	(Monday & Tuesday)	Christmas
January 1, 2024	(Monday)	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 **Mistey Reeves, Assistant Purchasing Agent** at: [mistey.reeves@jeffcotx.us](mailto:mistey.reeves@jeffcotx.us). If no response in 72 hours, contact **Deborah Clark, Purchasing Agent** at [deb.clark@jeffcotx.us](mailto:deb.clark@jeffcotx.us). The Deadline for asking questions or requesting additional information (in writing) is 5:00 pm, CT, November 3, 2023.

### 4. VENDOR REGISTRATION (System for Award Management).

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

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

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



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

## 5. FORM 1295 (Texas Ethics Commission) SUBMISSION 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](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm)

A sample of a completed FORM 1295 is included on **PAGE 30**.

#### 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.	<b>OFFICE USE ONLY</b>
1 Name of business entity filing form, and the city, state and country of the business entity's place of business. <b>VENDOR: ENTER YOUR BUSINESS NAME, CITY, STATE, AND COUNTRY HERE</b>	Must file online at <a href="http://www.ethics.state.tx.us/File">www.ethics.state.tx.us/File</a>
2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed. <b>JEFFERSON COUNTY, TEXAS</b>	

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
<b>VENDOR: ENTER EACH PERSON HAVING INTEREST, OWNERS ARE THE CONTROLLING PARTIES.</b>		X	
<b>VENDOR: WORKERS (OR NON-OWNERS) IN YOUR COMPANY ARE INTERMEDIARY PARTIES.</b>			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\_\_\_\_.

\_\_\_\_\_  
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](http://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.**

**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, 7<sup>th</sup> floor  
Beaumont, TX 77701.

**9. USAGE REPORTS.**

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

**10. INSURANCE.**

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

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

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

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

**Minimum Insurance Requirements:**

<b>Public Liability, including Products &amp; Completed Operations</b>	\$1,000,000
<b>Excess Liability</b>	\$1,000,000

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

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

Builder's Risk Policy: Structural Coverage for Construction Projects

Installation Floater Policy: Improvements/Alterations to Existing Structure

**Workers' Compensation**

Statutory Coverage (See Section 9 Below)

**11. WORKERS' COMPENSATION INSURANCE**

## 11.1 Definitions:

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

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

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

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

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

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

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

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

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

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

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

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

- 11.9 The Contractor shall contractually require each person with whom it contracts to provide services on a project to:
- 11.9.1 Provide coverage, based on reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all its employees providing services on the project, for the duration of the project.
  - 11.9.2 Provide to the Contractor, prior to that person beginning work on the project a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project.
  - 11.9.3 Provide the Contractor, prior to the end of coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.
  - 11.9.4 Obtain from each person with whom it contracts, and provide to the Contractor:
    - 11.9.4.1 A certificate of coverage, prior to the other person beginning work on the project; and
    - 11.9.4.2 the coverage period, if the coverage period shown on the current certificate of a new certificate of coverage showing extension of coverage, prior to the end of coverage ends during the duration of the project.
  - 11.9.5 Retain all required certificates of coverage on file for the duration of the project and for one (1) year thereafter.
  - 11.9.6 Notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and
  - 11.9.7 Contractually require each person with whom it contracts to perform as required by paragraphs 11.1. – 11.7., with the certificates of coverage to be provided to the person for whom they are providing services.
- 11.10 By signing this contract or providing or causing to be provided a certificate of coverage, the Contractor is representing to the governmental entity that all employees of the Contractor who will provide services of the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the Contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.
- 11.11 The Contractor's failure to comply with any of these provisions is a breach of contract by the Contractor which entitles the governmental entity to declare the contract void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the governmental entity.

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

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



**BIDDER INFORMATION FORM**

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

**Bid Number & Name:** (IFB 23-067/MR) Insulation for Precinct 2 Shop Building

**Bidder's Company/Business Name:** \_\_\_\_\_

**Bidder's TAX ID Number:** \_\_\_\_\_

*If Applicable:* HUB Vendor No. \_\_\_\_\_ DBE Vendor No. \_\_\_\_\_

**Contact Person:** \_\_\_\_\_ **Title:** \_\_\_\_\_

**Phone Number (with area code):** \_\_\_\_\_

**Alternate Phone Number if available (with area code):** \_\_\_\_\_

**Fax Number (with area code):** \_\_\_\_\_

**Email Address:** \_\_\_\_\_

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

\_\_\_\_\_  
Address

\_\_\_\_\_  
City, State, Zip Code

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

**SECTION 4: MINIMUM SPECIFICATIONS**

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The following requirements and specifications supersede General Bid Requirements where applicable. Any questions relating to bid submission or bid item specifications requirements should be directed to Mistey Reeves, Assistant Purchasing Agent at 409-835-8593 or via email at: [mistey.reeves@jeffcotx.us](mailto:mistey.reeves@jeffcotx.us). If no response in 72 hours, contact Deborah Clark, Purchasing Agent at 409-835-8593 or via email at: [deb.clark@jeffcotx.us](mailto:deb.clark@jeffcotx.us). Please reference Bid Number: IFB 23-067/MR.

**SCOPE OF PROJECT:**

Jefferson County is soliciting bids for insulation for the Precinct 2 Shop Building located at 7759 Viterbo Rd, Beaumont, TX 77705. The insulation shall be 1" closed cell spray insulation. The approximate square footage of the building is 14,520 sq ft. The roof has a 5" on 12" pitch. The awarded contractor will be required to remove the existing insulation in the building and dispose of the insulation. Contractor will be responsible for all labor, equipment, materials, supplies and clean up for this project. Contractor will be responsible for any damages caused by contractor. For a site visit contact Bobby Kelly, Mid-County Maintenance Superintendent, at 409-626-1557.

**OFFER AND ACCEPTANCE FORM  
OFFER TO CONTRACT**

To Jefferson County:

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

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

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

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

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

**For clarification of this offer, contact:**

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
City                      State                      Zip

\_\_\_\_\_  
Signature of Person Authorized to Sign

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Name & Title

\_\_\_\_\_  
Phone                      Fax

\_\_\_\_\_  
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: Insulation for Precinct 2 Shop Building.

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 23-067/MR, Insulation for Precinct 2 Shop Building. 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:**

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

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**Date**

**ATTEST:**

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

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**Date**

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

**BID FORM**

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

Per specifications	\$
Name of Proposer:	
Signature:	
Title:	

**REQUIRED FORM**

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

**VENDOR REFERENCES FORM**

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

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

**REFERENCE ONE**

Government/Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Person and Title: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Email Address: \_\_\_\_\_ Contract Period: \_\_\_\_\_

Scope of Work:

**REFERENCE TWO**

Government/Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Person and Title: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Email Address: \_\_\_\_\_ Contract Period: \_\_\_\_\_

Scope of Work:

**REFERENCE THREE**

Government/Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Person and Title: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Email Address: \_\_\_\_\_ Contract Period: \_\_\_\_\_

Scope of Work: \_\_\_\_\_

**SIGNATURE PAGE**

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

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

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

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

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

\_\_\_\_\_  
Bidder (Entity Name)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Street & Mailing Address

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
City, State & Zip

\_\_\_\_\_  
Date Signed

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Fax Number

\_\_\_\_\_  
E-mail Address

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



## CERTIFICATION REGARDING LOBBYING

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Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

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

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

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

\_\_\_\_\_  
**Signature of Contractor's Authorized Official**

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

\_\_\_\_\_  
**Date**

### **REQUIRED FORM**

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

**CONFLICT OF INTEREST QUESTIONNAIRE**

<b>CONFLICT OF INTEREST QUESTIONNAIRE</b> For vendor doing business with local governmental entity		<b>FORM CIQ</b>
<p><b>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</b></p> <p>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).</p> <p>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.</p> <p>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</p>	<b>OFFICE USE ONLY</b>  Date Received	
<p><b>1</b> Name of vendor who has a business relationship with local governmental entity.</p>		
<p><b>2</b> <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire.</p> <p>(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.)</p>		
<p><b>3</b> Name of local government officer about whom the information in this section is being disclosed.</p> <p style="text-align: center;">_____</p> <p style="text-align: center;">Name of Officer</p> <p>This section (item 3 including subparts A, B, C, &amp; 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.</p> <p>A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the vendor?</p> <p style="text-align: center;"><input type="checkbox"/> Yes      <input type="checkbox"/> No</p> <p>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?</p> <p style="text-align: center;"><input type="checkbox"/> Yes      <input type="checkbox"/> No</p> <p>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?</p> <p style="text-align: center;"><input type="checkbox"/> Yes      <input type="checkbox"/> No</p> <p>D. Describe each employment or business and family relationship with the local government officer named in this section.</p>		
<p><b>4</b></p> <p style="text-align: center;">_____</p> <p style="text-align: center;">Signature of vendor doing business with the governmental entity      Date</p>		

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**

<b>LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT</b>		<b>FORM CIS</b>
<p>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</p> <p>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.</p>		<b>OFFICE USE ONLY</b>
<b>1</b>	<b>Name of Local Government Officer</b>	Date Received
<b>2</b>	<b>Office Held</b>	
<b>3</b>	<b>Name of vendor described by Sections 176.001(7) and 176.003(a), Local Government Code</b>	
<b>4</b>	<b>Description of the nature and extent of employment or other business relationship with vendor named in item 3</b>	
<b>5</b>	<p><b>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).</b></p> <p>Date Gift Accepted _____ Description of Gift _____</p> <p>Date Gift Accepted _____ Description of Gift _____</p> <p>Date Gift Accepted _____ Description of Gift _____</p> <p align="center">(attach additional forms as necessary)</p>	
<b>6</b>	<p><b>AFFIDAVIT</b></p> <p>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.</p> <p align="right">_____</p> <p align="right">Signature of Local Government Officer</p> <p>AFFIX NOTARY STAMP / SEAL ABOVE</p> <p>Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20 _____, to certify which, witness my hand and seal of office.</p> <p>_____ Signature of officer administering oath      Printed name of officer administering oath      Title of officer administering oath</p>	

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 contact within the Prime Contractor/Consultant’s organization)?
- Yes  No 4. **Negotiate** in good faith with interested HUBs, and not reject bids from HUBs that qualify as lowest and responsive Bidders?
- Yes  No 5. **Document** reasons HUBs were rejected? Was a written rejection notice, including the reason for rejection, provided to the rejected HUBs?
- Yes  No 6. If Prime Contractor/Consultant has zero (0) HUB participation, **please explain the reasons why.**

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

\_\_\_\_\_  
Printed Name of Authorized Representative

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

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

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

Bidder intends to utilize Subcontractors/Subconsultants in the fulfillment of this contract (if awarded).

Yes  No

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

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

Contractor Name: \_\_\_\_\_ HUB:  Yes  No

Address: \_\_\_\_\_  
Street City State Zip

Phone (with area code): \_\_\_\_\_ Fax (with area code): \_\_\_\_\_

Project Title & No.: \_\_\_\_\_

Prime Contract Amount: \$ \_\_\_\_\_

HUB Subcontractor Name: \_\_\_\_\_

HUB Status (Gender & Ethnicity): \_\_\_\_\_

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

Address: \_\_\_\_\_  
Street City State Zip

Phone (with area code): \_\_\_\_\_ Fax (with area code): \_\_\_\_\_

Proposed Subcontract Amount: \$ \_\_\_\_\_ Percentage of Prime Contract: \_\_\_\_\_ %

Description of Subcontract Work to be Performed: \_\_\_\_\_

\_\_\_\_\_  
Printed Name of Contractor Representative Signature of Representative Date

\_\_\_\_\_  
Printed Name of HUB Signature of Representative Date

**Note: Nothing on this Notice of Intent Form is intended to confer any rights, expressed or implied, to any third parties.** Pre-Approval for Subcontractor Substitutions must be obtained from the Jefferson County Purchasing Agent's Representative. The "HUB Subcontractor/Subconsultant Change Form" must be completed and faxed to 409-835-8456.

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

## HISTORICALLY UNDERUTILIZED BUSINESS (HUB) SUCONTRACTING PARTICIPATION DECLARATION FORM

PAGE 1 OF 4

Bidder intends to utilize Subcontractors/Subconsultants in the fulfillment of this contract (if awarded).

Yes  No

Prime Contractor: \_\_\_\_\_ HUB:  Yes  No

HUB Status (Gender & Ethnicity): \_\_\_\_\_

Address: \_\_\_\_\_  
Street City State Zip

Phone (with area code): \_\_\_\_\_ Fax (with area code): \_\_\_\_\_

Project Title & No.: \_\_\_\_\_ IFB/RFP No.: \_\_\_\_\_

Total Contract: \$ \_\_\_\_\_ Total HUB Subcontract(s): \$ \_\_\_\_\_

Construction HUB Goals: 12.8% MBE: \_\_\_\_\_ % 12.6% WBE: \_\_\_\_\_ %

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

**FOR HUB OFFICE USE ONLY:**

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

**PART I. HUB SUBCONTRACTOR DISCLOSURE**

HUB Subcontractor Name: \_\_\_\_\_

HUB Status (Gender & Ethnicity): \_\_\_\_\_

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

Address: \_\_\_\_\_  
Street City State Zip

Contact person: \_\_\_\_\_ Title: \_\_\_\_\_

Phone (with area code): \_\_\_\_\_ Fax (with area code): \_\_\_\_\_

Proposed Subcontract Amount: \$ \_\_\_\_\_ Percentage of Prime Contract: \_\_\_\_\_ %

Description of Subcontract Work to be Performed: \_\_\_\_\_

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

HISTORICALLY UNDERUTILIZED BUSINESS (HUB)
SUBCONTRACTING PARTICIPATION DECLARATION FORM

PAGE 2 OF 4

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)  
SUBCONTRACTING PARTICIPATION DECLARATION FORM**

PAGE 3 OF 4

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

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

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

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

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

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

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

Subcontractor Name: \_\_\_\_\_

Address: \_\_\_\_\_  
Street City State Zip

Contact person: \_\_\_\_\_ Title: \_\_\_\_\_

Phone (with area code): \_\_\_\_\_ Fax (with area code): \_\_\_\_\_

Proposed Subcontract Amount: \$ \_\_\_\_\_ Percentage of Prime Contract: \_\_\_\_\_ %

Description of Subcontract Work to be Performed: \_\_\_\_\_

Subcontractor Name: \_\_\_\_\_

Address: \_\_\_\_\_  
Street City State Zip

Contact person: \_\_\_\_\_ Title: \_\_\_\_\_

Phone (with area code): \_\_\_\_\_ Fax (with area code): \_\_\_\_\_

Proposed Subcontract Amount: \$ \_\_\_\_\_ Percentage of Prime Contract: \_\_\_\_\_ %

Description of Subcontract Work to be Performed: \_\_\_\_\_

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



### HISTORICALLY UNDERUTILIZED BUSINESS (HUB) SUBCONTRACTING PARTICIPATION DECLARATION FORM

PAGE 4 OF 4

Subcontractor Name: \_\_\_\_\_

Address: \_\_\_\_\_  
Street City State Zip

Contact person: \_\_\_\_\_ Title: \_\_\_\_\_

Phone (with area code): \_\_\_\_\_ Fax (with area code): \_\_\_\_\_

Proposed Subcontract Amount: \$ \_\_\_\_\_ Percentage of Prime Contract: \_\_\_\_\_ %

Description of Subcontract Work to be Performed: \_\_\_\_\_

Subcontractor Name: \_\_\_\_\_

Address: \_\_\_\_\_  
Street City State Zip

Contact person: \_\_\_\_\_ Title: \_\_\_\_\_

Phone (with area code): \_\_\_\_\_ Fax (with area code): \_\_\_\_\_

Proposed Subcontract Amount: \$ \_\_\_\_\_ Percentage of Prime Contract: \_\_\_\_\_ %

Description of Subcontract Work to be Performed: \_\_\_\_\_

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

Name (print or type): \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

E-mail address: \_\_\_\_\_

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

Name (print or type): \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

E-mail address: \_\_\_\_\_

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

**RESIDENCE CERTIFICATION/TAX FORM**

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

- (3) "Non-resident Bidder" refers to a person who is not a resident.
- (4) "Resident Bidder" refers to a person whose principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

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

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

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

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

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

\* This is the property amount identification number assigned by the Jefferson County Appraisal District.  
 \*\* For real property, specify the property address or legal description. For business property, specify the address where the property is located. For example, office equipment will normally be at your office, but inventory may be stored as a warehouse or other location.

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

HOUSE BILL 89 VERIFICATION

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

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

**Pursuant to Section 2270.002, Texas Government Code:**

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

\_\_\_\_\_  
Signature of Company Representative

\_\_\_\_\_  
Date

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, personally appeared

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

Notary Seal

\_\_\_\_\_  
**Notary Signature**

\_\_\_\_\_  
**Date**

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

**SENATE BILL 252 CERTIFICATION**

---

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

\_\_\_\_\_  
**Company Name**

\_\_\_\_\_  
**IFB/RFP/RFQ number**

**Certification check performed by:**

\_\_\_\_\_  
**Purchasing Representative**

\_\_\_\_\_  
**Date**

**THIS FORM IS FOR  
OFFICE USE ONLY**

**BID AFFIDAVIT**

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

STATE OF \_\_\_\_\_ COUNTY OF \_\_\_\_\_

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

on this day personally appeared \_\_\_\_\_, who  
(name)

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

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

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

Name and address of Bidder: \_\_\_\_\_

Fax: \_\_\_\_\_ Telephone# \_\_\_\_\_

by: \_\_\_\_\_ Title: \_\_\_\_\_  
(print name)

Signature: \_\_\_\_\_

SUBSCRIBED AND SWORN to before me by the above-named

\_\_\_\_\_ on

this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

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

\_\_\_\_\_  
Notary Public in and for  
the State of \_\_\_\_\_



**JEFFERSON COUNTY PURCHASING DEPARTMENT**  
*Deborah L. Clark, Purchasing Agent*

1149 Pearl Street  
 1<sup>st</sup> Floor, Beaumont, TX 77701

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

**LEGAL NOTICE**  
**Advertisement for Invitation for Bids**

October 17, 2023

Notice is hereby given that sealed bids will be accepted by the Jefferson County Purchasing Department for Invitation for Bid **(IFB 23-068/MR) Re-Bid Term Contract for Indigent Burial Plots for Jefferson County**. Specifications for this project may be obtained from the Jefferson County website, <https://www.co.jefferson.tx.us/Purchasing/> or by calling 409-835-8593.

Bids are to be sealed and addressed to the Purchasing Agent with the bid number and name marked on the outside of the envelope or box. Bidders shall forward an original and two (2) copies of their bid to the address shown below. Jefferson County does not accept bids submitted electronically. Late bids will be rejected as non-responsive. Bids will be publicly opened and read aloud in the Jefferson County Engineering Department Conference Room (5th Floor, Historic Courthouse) 1149 Pearl Street, Beaumont, Texas 77701, at the time and date below. Bidders are invited to attend the sealed bid opening.

**BID NAME:** Re-Bid Term Contract for Indigent Burial Plots for Jefferson County  
**BID NUMBER:** IFB 23-068/MR  
**DUE BY TIME/DATE:** 11:00 AM CT, Wednesday, November 15, 2023  
**MAIL OR DELIVER TO:** Jefferson County Purchasing Department  
 1149 Pearl Street, 1<sup>st</sup> Floor  
 Beaumont, Texas 77701

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

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

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

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

Deborah L. Clark, Purchasing Agent  
 Jefferson County, Texas

**PUBLISH:**  
**Beaumont Enterprise:**  
 October 18, 2023 & October 25, 2023

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### **BID SUBMISSIONS:**

One (1) Original and two (2) Bid Copies; with all copies to include a Completed Copy of this specifications packet in its entirety.

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

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

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

## SECTION 1: GENERAL CONDITIONS OF BIDDING AND TERMS OF CONTRACT

---

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

### 1. BIDDING.

#### 1.1 BIDS.

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

#### 1.2 AUTHORIZED SIGNATURES.

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

#### 1.3 LATE BIDS.

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

#### 1.4 WITHDRAWAL OF BID PRIOR TO OPENING.

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

#### 1.5 WITHDRAWAL OF BID AFTER OPENING.

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

#### 1.6 BID AMOUNTS.

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

#### 1.7 EXCEPTIONS AND/OR SUBSTITUTIONS.

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

#### 1.8 ALTERNATES.

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



**1.9 DESCRIPTIONS.**

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

**1.10 BID ALTERATIONS.**

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

**1.11 TAX EXEMPT STATUS.**

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

**1.12 QUANTITIES.**

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

**1.13 BID AWARD.**

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

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

**1.14 SILENCE OF SPECIFICATIONS FOR COMPLETE UNITS.**

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

**1.15 ADDENDA.**

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

**1.16 GENERAL BID BOND/SURETY REQUIREMENTS.**

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

**1.17 GENERAL INSURANCE REQUIREMENTS.**

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

**1.18 RESPONSIVENESS.**

A responsive bid shall substantially conform to the requirements of this Invitation to Bid and/or specifications contained herein. Bidders who substitute any other terms, conditions, specifications and/or requirements or who qualify their bids in such a manner as to nullify or limit their liability to the contracting entity shall have their bids deemed non-responsive. Also, bids containing any clause that would limit contracting authority shall be considered

non-responsive. Examples of non-responsive bids include but shall not be limited to: a) bids that fail to conform to required delivery schedules as set forth in the bid request; b) bids with prices qualified in such a manner that the bid price cannot be determined, such as with vague wording that may include “price in effect at the time of delivery,” and c) bids made contingent upon award of other bids currently under consideration.

#### **1.19 RESPONSIBLE STANDING OF BIDDER.**

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

#### **1.20 CONFIDENTIAL/PROPRIETARY INFORMATION.**

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

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

#### **1.21 PUBLIC BID OPENING.**

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

## **2. PERFORMANCE.**

### **2.1 DESIGN, STRENGTH, AND QUALITY.**

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

### **2.2 AGE AND MANUFACTURE.**

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

### **2.3 DELIVERY LOCATION.**

All deliveries will be made to the address(es) specified on the purchase order during normal 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-DETERMINATION.**

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 awarded a contract, Offeror may appear before the Commissioners' Court and present evidence concerning Offeror responsibility after officially notifying the Office of the Purchasing Agent of Offeror's intent to appear.

## **8. CONTRACT.**

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

## **9. WAIVER OF SUBROGATION.**

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

## **10. FISCAL FUNDING.**

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

## **11. BID RESULTS.**

Bid results are not provided in response to telephone inquiries. A preliminary tabulation of bids received will be

posted on the Purchasing web page at <https://www.co.jefferson.tx.us/Purchasing/> as soon as possible following bid opening. A final tabulation will be posted following bid award, and will also be available for review in the Purchasing Department.

#### **12. CHANGES AND ADDENDA TO BID DOCUMENTS.**

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

#### **13. SPECIFICATIONS.**

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

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

#### **14. DELIVERY.**

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

#### **15. INTERPRETATION OF BID AN/OR CONTRACT DOCUMENTS.**

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

#### **16. CURRENCY.**

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

#### **17. PRICING.**

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

#### **18. NOTICE TO PROCEED/PURCHASE ORDER.**

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

#### **19. CERTIFICATION.**

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

- The submission of the offer did not involve collusion or other anti-competitive practices.
- The Bidder has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to any public servant in connection



with the submitted offer.

- The Bidder hereby certifies that the individual signing the bid is an authorized agent for the Bidder and has the authority to bind the Bidder to the contract.

**20. DEFINITIONS.**

“County” – Jefferson County, Texas.

“Contractor” – The Bidder whose proposal is accepted by Jefferson County.

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

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

**SECTION 2: FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA)  
MANDATED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY UNDER FEDERAL AWARDS  
REQUIRED BY 2 C.F.R. §200.326 APPENDIX II TO 2 CFR §200**

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 August 31, 2022.**

THRESHOLD	PROVISION	CITATION
<p>&gt;\$250,000 (Simplified Acquisition Threshold)</p>	<p>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 <a href="#">41 U.S.C. 1908</a>, 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.</p>	<p>2 CFR 200 APPENDIX II (A)</p>
<p>&gt;\$10,000</p>	<p>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 affected and the basis for settlement.</p>	<p>2 CFR 200 APPENDIX II (B)</p>
<p>None</p>	<p>Equal Employment Opportunity. Except as otherwise provided under <a href="#">41 CFR Part 60</a>, all contracts that meet the definition of “federally assisted construction contract” in <a href="#">41 CFR Part 60-1.3</a> must include the equal opportunity clause provided under <a href="#">41 CFR 60-1.4(b)</a>, in accordance with Executive Order 11246, “Equal Employment Opportunity” (<a href="#">30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339</a>), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at <a href="#">41 CFR part 60</a>, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”</p> <p>41 CFR 60-1.4 Equal opportunity clause.</p> <p>(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:</p> <p>The [recipient] hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:</p> <p>During the performance of this contract, the Contractor agrees as follows:</p> <p>(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:</p>	<p>2 CFR 200 APPENDIX II I and 41 CFR §60-1.4(b)</p>

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

	<p>Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.</p> <p>(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:</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p>	
<p>&gt;\$2,000</p>	<p>Davis-Bacon Act, as amended (<a href="#">40 U.S.C. 3141-3148</a>). 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 (<a href="#">40 U.S.C. 3141-3144</a>, and <a href="#">3146-3148</a>) as supplemented by Department of Labor regulations (<a href="#">29 CFR Part 5</a>, "Labor Standards Provisions</p>	<p>2 CFR 200 APPENDIX II (D)</p>

	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 ( <a href="#">40 U.S.C. 3145</a> ), as supplemented by Department of Labor regulations ( <a href="#">29 CFR Part 3</a> , “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.	
>\$100,000	Contract Work Hours and Safety Standards Act ( <a href="#">40 U.S.C. 3701-3708</a> ). 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 <a href="#">40 U.S.C. 3702</a> and <a href="#">3704</a> , as supplemented by Department of Labor regulations ( <a href="#">29 CFR Part 5</a> ). Under <a href="#">40 U.S.C. 3702</a> 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 <a href="#">40 U.S.C. 3704</a> 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.	2 CFR 200 APPENDIX II (E)
None	Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under <a href="#">37 CFR § 401.2 (a)</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 <a href="#">37 CFR Part 401</a> , “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)
>\$150,000	Clean Air Act ( <a href="#">42 U.S.C. 7401-7671g</a> .) and the Federal Water Pollution Control Act ( <a href="#">33 U.S.C. 1251-1387</a> ), 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 ( <a href="#">42 U.S.C. 7401-7671g</a> ) and the Federal Water Pollution Control Act as amended ( <a href="#">33 U.S.C. 1251-1387</a> ). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).	2 CFR 200 APPENDIX II (G)

>\$25,000	Debarment and Suspension (Executive Orders 12549 and 12689) - A contract award (see <a href="#">2 CFR 180.220</a> ) 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 <a href="#">2 CFR 180</a> that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.	2 CFR 200 APPENDIX II (H)
>\$100,000	Byrd Anti-Lobbying Amendment ( <a href="#">31 U.S.C. 1352</a> ) - 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 <a href="#">31 U.S.C. 1352</a> . 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.	2 CFR 200 APPENDIX II (I) and 24 CFR §570.303
	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)
>\$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 <a href="#">40 CFR part 247</a> 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.	2 CFR 200.323
>\$100,000	<p><i>§135.38 Section 3 clause</i>  <i>All section 3 covered contracts shall include the following clause (referred to as the section 3 clause):</i></p> <p>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.</p> <p>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.</p>	

	<p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>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).</p>	
None	<p>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:</p> <p>Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:</p> <ol style="list-style-type: none"> <li>(1) Procure or obtain;</li> <li>(2) Extend or renew a contract to procure or obtain; or</li> <li>(3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered</li> </ol>	2 CFR 200.216

	<p>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 <a href="#">Public Law 115-232</a>, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).</p> <p>(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).</p> <p>(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.</p> <p>(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.</p> <p>(b) In implementing the prohibition under <a href="#">Public Law 115-232</a>, 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.</p> <p>(c) See <a href="#">Public Law 115-232</a>, section 889 for additional information.</p> <p>(d) See also <a href="#">§ 200.471</a>.</p>	
None	<p>As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award. For purposes of this section:</p> <p>(1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.</p> <p>(2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.</p>	2 CFR 200.322(a)(b)(1) (2)
None	<p>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.</p>	2 CFR 200.112



None	<p>The Federal awarding agency and the non-Federal entity should, whenever practicable, collect, transmit, and store Federal award-related information in open and machine-readable formats rather than in closed formats or on paper in accordance with applicable legislative requirements. A machine-readable format is a format in a standard computer language (not English text) that can be read automatically by a web browser or computer system. The Federal awarding agency or pass-through entity must always provide or accept paper versions of Federal award-related information to and from the non-Federal entity upon request. If paper copies are submitted, the Federal awarding agency or pass-through entity must not require more than an original and two copies. When original records are electronic and cannot be altered, there is no need to create and retain paper copies. When original records are paper, electronic versions may be substituted through the use of duplication or other forms of electronic media provided that they are subject to periodic quality control reviews, provide reasonable safeguards against alteration, and remain readable.</p>	2 CFR 200.336
None	<p>Contracting with HUB, small and minority businesses, women's business enterprises, and labor surplus area firms.</p> <p>(a) The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.</p> <p>(b) Affirmative steps must include:</p> <p>(1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;</p> <p>(2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;</p> <p>(3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;</p> <p>(4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;</p> <p>(5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and</p> <p>(6) Requiring the prime Contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (b)(1) through (5) of this section.</p>	2 CFR 200.321
None	<p>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:</p> <p>(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.</p> <p>(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.</p> <p>(c) Records for real property and equipment acquired with Federal funds must be retained for 3 years after final disposition.</p>	2 CFR 200.334

	<p>(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.</p> <p>(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.</p> <p>(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).</p> <p>(1) <i>If submitted for negotiation.</i> If the proposal, plan, or other computation is required to be submitted to the Federal Government (or to the pass-through entity) to form the basis for negotiation of the rate, then the 3-year retention period for its supporting records starts from the date of such submission.</p> <p>(2) <i>If not submitted for negotiation.</i> If the proposal, plan, or other computation is not required to be submitted to the Federal Government (or to the pass-through entity) for negotiation purposes, then the 3-year retention period for the proposal, plan, or computation and its supporting records starts from the end of the fiscal year (or other accounting period) covered by the proposal, plan, or other computation.</p>	
None	<p>CONTRACTS WITH COMPANIES ENGAGED IN BUSINESS WITH IRAN, SUDAN, OR FOREIGN TERRORIST ORGANIZATION PROHIBITED. A governmental entity may not enter into a governmental contract with a company that is identified on a list prepared and maintained under Section 2270.0052, 2270.0102, or 2270.0152. In accordance with Texas Government Code, Chapter 2252, Subchapter F, <b>Respondent</b> hereby represents and warrants that it is not a company identified on the lists prepared and maintained under Texas Government Code §§ 2270.0052 (companies with business operations in Sudan), 2270.0102 (companies with business operations in Iran), or 2270.0152 (companies known to have contracts with or provide supplies or services to a foreign terrorist organization). Notwithstanding the foregoing, a company that the United States government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, Iran, or to a foreign terrorist organization, is not subject to contract prohibition under this clause. A company claiming such exemption must submit the official copy of the declaration.</p>	Texas Government Code 2252.152
>\$100,000	<p>PROVISION REQUIRED IN CONTRACT. (a) This section applies only to certain solicitations and contracts. Section 2271.002 of the Texas Government Code states the following:</p> <p>(a) This section applies only to a contract that:</p> <p>(1) is between a governmental entity and a company with 10 or more full-time employees; and</p> <p>(2) has a value of \$100,000 or more that is to be paid wholly or partly from public funds of the governmental entity.</p> <p>(b) A governmental entity 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:</p>	Texas Government Code 2271.002

	(1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. Section 2271.001(2) of the Government Code defines "company" to be the meaning assigned by Section 808.001 of the Texas Government Code, except that the term does not include a sole proprietorship.	
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.	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.

**BYRD ANTI-LOBBYING CERTIFICATION**

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

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

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

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

\_\_\_\_\_  
**Signature of Contractor's Authorized Official**

\_\_\_\_\_  
**Name and Title of Contractor's Authorized Official**

\_\_\_\_\_  
**Date**

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

## DEBARMENT/SUSPENSION CERTIFICATION

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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](http://www.sam.gov) and <https://acquisition.gov/far/index.html> see section 52.209-6.

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

\_\_\_\_\_  
**Signature of Contractor's Authorized Official**

\_\_\_\_\_  
**Name and Title of Contractor's Authorized Official**

\_\_\_\_\_  
**Date**

**REQUIRED FORM**

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

## CIVIL RIGHTS COMPLIANCE PROVISIONS

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### **1. EQUAL EMPLOYMENT OPPORTUNITY (Equal Opportunity Clause)**

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

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

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

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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.

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**Signature of Contractor's Authorized Official**

---

**Name and Title of Contractor's Authorized Official**

---

**Date**

**REQUIRED FORM**

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

### SECTION 3: SPECIAL REQUIREMENTS/BID SUBMISSION INSTRUCTIONS

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The following requirements and instructions supersede General Requirements where applicable.

#### 1. SUBMISSION OF BID.

Bidder is Responsible for Submitting:

One (1) Original and two (2) Bid Copies; with all copies to include a Completed Copy of this Specifications Packet, **in its entirety**.

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

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

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

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

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

Jefferson County Purchasing Department  
1149 Pearl Street, 1<sup>st</sup> 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 or box shall also include the IFB Number, IFB Name, IFB Due Date, and the Bidder's Name and Address; and shall be addressed to the Purchasing Agent.

**All submissions must be received by 11:00 am CT, Wednesday, November 15, 2023.**

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

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

Late bids will not be accepted and will be returned unopened to the Bidder.

Jefferson County shall not be responsible for any effort or cost expended in the preparation of a response to this IFB.

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

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

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



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

### COUNTY HOLIDAYS (2023):

January 16	(Monday)	Martin Luther King, Jr. Day
February 20	(Monday)	President's Day
April 7	(Friday)	Good Friday
May 29	(Monday)	Memorial Day
July 4	(Tuesday)	Independence Day
September 4	(Monday)	Labor Day
November 10	(Friday)	Veteran's Day
November 23 & 24	(Thursday & Friday)	Thanksgiving
December 25 & 26	(Monday & Tuesday)	Christmas
January 1, 2024	(Monday)	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 **Mistey Reeves, Assistant Purchasing Agent** at: [mistey.reeves@jeffcotx.us](mailto:mistey.reeves@jeffcotx.us). If no response in 72 hours, contact **Deborah Clark, Purchasing Agent** at: [deb.clark@jeffcotx.us](mailto:deb.clark@jeffcotx.us). The Deadline for asking questions or requesting additional information (in writing) is 5:00 pm, CT, November 3, 2023.

### 4. VENDOR REGISTRATION (System for Award Management).

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

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

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

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

## 5. FORM 1295 (Texas Ethics Commission) SUBMISSION 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](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm)

A sample of a completed FORM 1295 is included on **PAGE 30**.

#### 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.**

<b>CERTIFICATE OF INTERESTED PARTIES</b>		<b>FORM 1295</b>							
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.		<b>OFFICE USE ONLY</b>							
<b>1</b> Name of business entity filing form, and the city, state and country of the business entity's place of business. <b>VENDOR: ENTER YOUR BUSINESS NAME, CITY, STATE, AND COUNTRY HERE</b>		Must file online at <a href="http://www.ethics.state.tx.us/File">www.ethics.state.tx.us/File</a>							
<b>2</b> Name of governmental entity or state agency that is a party to the contract for which the form is being filed. <b>JEFFERSON COUNTY, TEXAS</b>									
<b>3</b> 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. <b>VENDOR: ENTER BID/PROPOSAL/CONTRACT/AGREEMENT REF# AND TITLE HERE</b>									
<b>4</b>	Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)						
			<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 50%;">Controlling</th> <th style="width: 50%;">Intermediary</th> </tr> <tr> <td style="text-align: center;">X</td> <td></td> </tr> <tr> <td></td> <td style="text-align: center;">X</td> </tr> </table>	Controlling	Intermediary	X			X
Controlling	Intermediary								
X									
	X								
	<b>VENDOR: ENTER EACH PERSON HAVING INTEREST, OWNERS ARE THE CONTROLLING PARTIES.</b>								
	<b>VENDOR: WORKERS (OR NON-OWNERS) IN YOUR COMPANY ARE INTERMEDIARY PARTIES.</b>								
<b>5</b> Check only if there is <u>NO</u> Interested Party. <span style="float: right;"><b>CHECK BELOW IF APPLICABLE</b></span>									
<b>6 UNSWORN DECLARATION</b> <b>VENDOR: COMPLETE, DATE, AND SIGN THIS DECLARATION SECTION.</b> 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____. <span style="float: right;">(month) (year)</span> <div style="text-align: right; margin-top: 10px;">                         _____                          Signature of authorized agent of contracting business entity                          (Declarant)                     </div>									
<b>ADD ADDITIONAL PAGES AS NECESSARY</b>									

Form provided by Texas Ethics Commission [www.ethics.state.tx.us](http://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.**

**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, 7<sup>th</sup> floor  
Beaumont, TX 77701.

**9. USAGE REPORTS.**

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

**10. INSURANCE.**

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

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

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

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

**Minimum Insurance Requirements:**

<b>Public Liability, including Products &amp; Completed Operations</b>	\$1,000,000
<b>Excess Liability</b>	\$1,000,000

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

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

Builder's Risk Policy: Structural Coverage for Construction Projects

Installation Floater Policy: Improvements/Alterations to Existing Structure

**Workers' Compensation**

Statutory Coverage (See Section 9 Below)

**11. WORKERS' COMPENSATION INSURANCE**

## 11.1 Definitions:

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

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

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

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

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

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

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

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

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

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

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

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

- 11.9 The Contractor shall contractually require each person with whom it contracts to provide services on a project to:
- 11.9.1 Provide coverage, based on reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all its employees providing services on the project, for the duration of the project.
  - 11.9.2 Provide to the Contractor, prior to that person beginning work on the project a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project.
  - 11.9.3 Provide the Contractor, prior to the end of coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.
  - 11.9.4 Obtain from each person with whom it contracts, and provide to the Contractor:
    - 11.9.4.1 A certificate of coverage, prior to the other person beginning work on the project; and
    - 11.9.4.2 the coverage period, if the coverage period shown on the current certificate of a new certificate of coverage showing extension of coverage, prior to the end of coverage ends during the duration of the project.
  - 11.9.5 Retain all required certificates of coverage on file for the duration of the project and for one (1) year thereafter.
  - 11.9.6 Notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and
  - 11.9.7 Contractually require each person with whom it contracts to perform as required by paragraphs 11.1. – 11.7., with the certificates of coverage to be provided to the person for whom they are providing services.
- 11.10 By signing this contract or providing or causing to be provided a certificate of coverage, the Contractor is representing to the governmental entity that all employees of the Contractor who will provide services of the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the Contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.
- 11.11 The Contractor's failure to comply with any of these provisions is a breach of contract by the Contractor which entitles the governmental entity to declare the contract void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the governmental entity.



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

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

**BIDDER INFORMATION FORM**

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

**Bid Number & Name:** (IFB 23-068/MR) Re-Bid Term Contract for Indigent Burial Plots for Jefferson County

**Bidder's Company/Business Name:** \_\_\_\_\_

**Bidder's TAX ID Number:** \_\_\_\_\_

*If Applicable:* HUB Vendor No. \_\_\_\_\_ DBE Vendor No. \_\_\_\_\_

**Contact Person:** \_\_\_\_\_ **Title:** \_\_\_\_\_

**Phone Number (with area code):** \_\_\_\_\_

**Alternate Phone Number if available (with area code):** \_\_\_\_\_

**Fax Number (with area code):** \_\_\_\_\_

**Email Address:** \_\_\_\_\_

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

\_\_\_\_\_  
Address

\_\_\_\_\_  
City, State, Zip Code

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

## SECTION 4: MINIMUM SPECIFICATIONS

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The following requirements and specifications supersede General Bid Requirements where applicable. Any questions relating to bid submission or bid item specifications requirements should be directed to Mistey Reeves, Assistant Purchasing Agent at 409-835-8593 or via email at: [mistey.reeves@jeffcotx.us](mailto:mistey.reeves@jeffcotx.us). If no response in 72 hours, contact Deborah Clark, Purchasing Agent at 409-835-8593 or via email at: [deb.clark@jeffcotx.us](mailto:deb.clark@jeffcotx.us). Please reference Bid Number: IFB 23-068/MR.

### **SCOPE OF PROJECT:**

Jefferson County seeks to purchase approximately 50 Burial Plots with an option to purchase an additional 450 plots (at the rate of 100 plots per year) for the purpose of burial of the indigent. Contractor shall also provide Opening and Closing of Grave, Grave Liner, Tent and Chairs, and Marker. Jefferson County will purchase services on an as needed basis.

Jefferson County expects to conduct approximately 110 burials of infants, children and adults per year. Approximately 8 of these will be oversized burials. Burials of infants and cremains should be three (3) per plot by dividing the space into thirds. Jefferson County requests cremains are not buried until there are three (3) sets to be buried. The successful contractor will provide simple, yet dignified, burials on a unit price basis, Burials shall include opening and closing of the grave, grave liner, tent and chairs and marker.

Contractor will be licensed by the state of Texas Funeral Service Commission to perform all aspects of this contract. Bidders will provide a copy of the Texas Funeral Service Commission license with their bid. Contractors who have this licensed suspended, repealed, or in any way restricted from performing services may not be paid for services rendered while this suspension, repeal or restriction is in effect. If the contractor has its license suspended, repealed or restricted in any way during the term of this contract, the contract may be terminated. The Cemetery shall have a Perpetual Care Certificate from The Banking Commissioner of Texas. Contractor must have a rating of 3 or better from the State of Texas Department of Banking. This is to ensure perpetual care for the cemetery.

Contractor may subcontract any part of these contracted services. However, the contractor shall be the party liable to Jefferson County for strict compliance with all contract specifications.

If it has been determined that the deceased had insufficient resources to be interred with private funds, Jefferson County will pay the rates described in the Pricing/Delivery Information Sheet. If it is determined that the deceased has private resources available, the contractor will aggressively pursue such resources toward paying for arrangements. Private resources include, but are not limited to, bank accounts, real property, personal property, insurance, and personal effects.

Jefferson County reserves the right to set the date, time, and location of the interment. Burials generally occur between 10:00 a.m. and 4:00 p.m., Monday through Friday, excluding weekends and holidays. All burials shall be carried out with the utmost dignity, decorum, and solemnity. Any exhumation shall not be the responsibility of Jefferson County, and will be undertaken at the expense of the party requesting such exhumation.

In the event Jefferson County requests a burial, a Jefferson County representative may be present. Jefferson County may inspect the procedures of the contractor from the time the contractor claims the body until the grave is covered. The contractor should provide access for media and/or public scrutiny

at any time, and promptly notify Jefferson County as soon as the possibility of such media or public inquiry is made known to the contractor.

Contractor shall furnish Jefferson County an itemized invoice for services performed, stating that these specifications have been strictly adhered to, and that the contractor has not received, and will not receive, any money or other type of compensation from any party for the services for which Jefferson County is paying.

Burials may include, but are not limited to opening and closing of the burial plot, grave liner, tent & chairs, and a marker. Pricing for burials will be indicated as Items 1 through 6 on the Pricing Delivery Information Sheet.

Opening and closing of a gravesite includes providing a backhoe to dig a gravesite, place of a grave liner into a gravesite and then replacing the dirt to fill the gravesite. The grave shall be properly covered with contractor-provided earth consistent with surrounding area. The contractor is responsible for filling the gravesite as it settles for a period of up to six months after each interment until the grave is level and prepared for a gravestone. The top of the casket shall be no less than twenty-four (24) inches below the natural surface of the ground. Pricing for opening and closing of gravesites will be indicated on the bid form.

**TERM:**

The effective date of contract will be upon execution by Commissioner's Court. The contract will be for a 5 year term. Modification of contract price shall be allowed only on the anniversary date of the contract. Written request for price revisions shall be submitted in advance to the Jefferson County Purchasing Department. Requests shall be based upon and include documentation of the actual change in cost of components involved in the contract. Price increases shall not include overhead or profit. The County reserves the right to reject any price increase and/or to terminate the contract.

**OFFER AND ACCEPTANCE FORM  
OFFER TO CONTRACT**

To Jefferson County:

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

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

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

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

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

**For clarification of this offer, contact:**

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
City                      State                      Zip

\_\_\_\_\_  
Signature of Person Authorized to Sign

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Name & Title

\_\_\_\_\_  
Phone                      Fax

\_\_\_\_\_  
E-mail

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

**ACCEPTANCE OF OFFER**

---

The Offer is hereby accepted for the following items: Term Contract for Indigent Burial Plots for Jefferson County for a period of five (5) years beginning on execution by Commissioners' Court.

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 23-068/MR, Re-Bid Term Contract for Indigent Burial Plots 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**

Using this form, each Offeror must state its proposed charges. Each Offeror’s charges must include the entire cost of providing the services identified in this IFB.

Item	Description	UOM	Unit Price
1	Burial Plot (Initial Purchase of 50 Plots)	ea	\$
2	Opening and Closing of Plot to include Tent & Chairs	ea	\$
3	Grave Liner	ea	\$
4	Oversized Grave Liner	ea	\$
5	Plastic Urn Vault	ea	\$
6	Marker for Grave	ea	\$

**Will the vendor charge costs other than the initial burial plot purchase for children under the age of 18 approved as indigent?**

Yes  No

**List physical address of the burial plots below.**

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



**VENDOR REFERENCES FORM**

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

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

**REFERENCE ONE**

Government/Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Person and Title: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Email Address: \_\_\_\_\_ Contract Period: \_\_\_\_\_

Scope of Work:

**REFERENCE TWO**

Government/Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Person and Title: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Email Address: \_\_\_\_\_ Contract Period: \_\_\_\_\_

Scope of Work:

**REFERENCE THREE**

Government/Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Person and Title: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Email Address: \_\_\_\_\_ Contract Period: \_\_\_\_\_

Scope of Work: \_\_\_\_\_

**SIGNATURE PAGE**

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

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

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

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

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

\_\_\_\_\_  
Bidder (Entity Name)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Street & Mailing Address

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
City, State & Zip

\_\_\_\_\_  
Date Signed

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Fax Number

\_\_\_\_\_  
E-mail Address

**REQUIRED FORM**  
**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.

<p>_____</p> <p><b>Signature of Contractor's Authorized Official</b></p> <p>_____</p> <p><b>Name and Title of Contractor's Authorized Official</b> <i>(Please Print)</i></p> <p>_____</p> <p><b>Date</b></p>
--

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

**CONFLICT OF INTEREST QUESTIONNAIRE**

<b>CONFLICT OF INTEREST QUESTIONNAIRE</b> For vendor doing business with local governmental entity		<b>FORM CIQ</b>
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	
1 <b>Name of vendor who has a business relationship with local governmental entity.</b>  	Date Received  	
2 <input type="checkbox"/> <b>Check this box if you are filing an update to a previously filed questionnaire.</b> (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 <b>Name of local government officer about whom the information in this section is being disclosed.</b>  <div style="text-align: center; margin-bottom: 10px;">                     _____                      Name of Officer                 </div> 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? <div style="text-align: center; margin-top: 10px;"> <input type="checkbox"/> Yes      <input type="checkbox"/> No                 </div>		
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? <div style="text-align: center; margin-top: 10px;"> <input type="checkbox"/> Yes      <input type="checkbox"/> No                 </div>		
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? <div style="text-align: center; margin-top: 10px;"> <input type="checkbox"/> Yes      <input type="checkbox"/> No                 </div>		
D. Describe each employment or business and family relationship with the local government officer named in this section.		
4 <div style="display: flex; justify-content: space-between; margin-top: 20px;"> <div style="width: 45%; text-align: center;">                     _____                      Signature of vendor doing business with the governmental entity                 </div> <div style="width: 45%; text-align: center;">                     _____                      Date                 </div> </div>		

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**

<b>LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT</b>		<b>FORM CIS</b>
<p>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</p> <p>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.</p>		<b>OFFICE USE ONLY</b>
<b>1</b>	<b>Name of Local Government Officer</b>	Date Received
<b>2</b>	<b>Office Held</b>	
<b>3</b>	<b>Name of vendor described by Sections 176.001(7) and 176.003(a), Local Government Code</b>	
<b>4</b>	<b>Description of the nature and extent of employment or other business relationship with vendor named in item 3</b>	
<b>5</b>	<p><b>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).</b></p> <p>Date Gift Accepted _____ Description of Gift _____</p> <p>Date Gift Accepted _____ Description of Gift _____</p> <p>Date Gift Accepted _____ Description of Gift _____</p> <p align="center">(attach additional forms as necessary)</p>	
<b>6</b>	<p><b>AFFIDAVIT</b></p> <p>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.</p> <p align="right" style="margin-right: 100px;">_____</p> <p align="right" style="margin-right: 100px;">Signature of Local Government Officer</p> <p>AFFIX NOTARY STAMP / SEAL ABOVE</p> <p>Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20 _____, to certify which, witness my hand and seal of office.</p> <p>_____ Signature of officer administering oath      Printed name of officer administering oath      Title of officer administering oath</p>	

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 contact within the Prime Contractor/Consultant's organization)?
- Yes  No 4. **Negotiate** in good faith with interested HUBs, and not reject bids from HUBs that qualify as lowest and responsive Bidders?
- Yes  No 5. **Document** reasons HUBs were rejected? Was a written rejection notice, including the reason for rejection, provided to the rejected HUBs?
- Yes  No 6. If Prime Contractor/Consultant has zero (0) HUB participation, **please explain the reasons why.**

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

\_\_\_\_\_  
Printed Name of Authorized Representative

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

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

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

Bidder intends to utilize Subcontractors/Subconsultants in the fulfillment of this contract (if awarded).

Yes  No

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

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

Contractor Name: \_\_\_\_\_ HUB:  Yes  No

Address: \_\_\_\_\_  
Street City State Zip

Phone (with area code): \_\_\_\_\_ Fax (with area code): \_\_\_\_\_

Project Title & No.: \_\_\_\_\_

Prime Contract Amount: \$ \_\_\_\_\_

HUB Subcontractor Name: \_\_\_\_\_

HUB Status (Gender & Ethnicity): \_\_\_\_\_

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

Address: \_\_\_\_\_  
Street City State Zip

Phone (with area code): \_\_\_\_\_ Fax (with area code): \_\_\_\_\_

Proposed Subcontract Amount: \$ \_\_\_\_\_ Percentage of Prime Contract: \_\_\_\_\_ %

Description of Subcontract Work to be Performed: \_\_\_\_\_

\_\_\_\_\_  
Printed Name of Contractor Representative Signature of Representative Date

\_\_\_\_\_  
Printed Name of HUB Signature of Representative Date

**Note: Nothing on this Notice of Intent Form is intended to confer any rights, expressed or implied, to any third parties.** Pre-Approval for Subcontractor Substitutions must be obtained from the Jefferson County Purchasing Agent's Representative. The "HUB Subcontractor/Subconsultant Change Form" must be completed and faxed to 409-835-8456.

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

# HISTORICALLY UNDERUTILIZED BUSINESS (HUB) SUCONTRACTING PARTICIPATION DECLARATION FORM

PAGE 1 OF 4

Bidder intends to utilize Subcontractors/Subconsultants in the fulfillment of this contract (if awarded).

Yes  No

Prime Contractor: \_\_\_\_\_ HUB:  Yes  No

HUB Status (Gender & Ethnicity): \_\_\_\_\_

Address: \_\_\_\_\_  
Street City State Zip

Phone (with area code): \_\_\_\_\_ Fax (with area code): \_\_\_\_\_

Project Title & No.: \_\_\_\_\_ IFB/RFP No.: \_\_\_\_\_

Total Contract: \$ \_\_\_\_\_ Total HUB Subcontract(s): \$ \_\_\_\_\_

Construction HUB Goals: 12.8% MBE: \_\_\_\_\_ % 12.6% WBE: \_\_\_\_\_ %

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

**FOR HUB OFFICE USE ONLY:**

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

**PART I. HUB SUBCONTRACTOR DISCLOSURE**

HUB Subcontractor Name: \_\_\_\_\_

HUB Status (Gender & Ethnicity): \_\_\_\_\_

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

Address: \_\_\_\_\_  
Street City State Zip

Contact person: \_\_\_\_\_ Title: \_\_\_\_\_

Phone (with area code): \_\_\_\_\_ Fax (with area code): \_\_\_\_\_

Proposed Subcontract Amount: \$ \_\_\_\_\_ Percentage of Prime Contract: \_\_\_\_\_ %

Description of Subcontract Work to be Performed: \_\_\_\_\_

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



HISTORICALLY UNDERUTILIZED BUSINESS (HUB)
SUBCONTRACTING PARTICIPATION DECLARATION FORM

PAGE 2 OF 4

HUB Subcontractor Disclosure

PART I: Continuation Sheet (Duplicate as Needed)

HUB Subcontractor Name: \_\_\_\_\_

HUB Status (Gender & Ethnicity): \_\_\_\_\_

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

Address: \_\_\_\_\_
Street City State Zip

Contact person: \_\_\_\_\_ Title: \_\_\_\_\_

Phone (with area code): \_\_\_\_\_ Fax (with area code): \_\_\_\_\_

Proposed Subcontract Amount: \$ \_\_\_\_\_ Percentage of Prime Contract: \_\_\_\_\_ %

Description of Subcontract Work to be Performed: \_\_\_\_\_

HUB Subcontractor Name: \_\_\_\_\_

HUB Status (Gender & Ethnicity): \_\_\_\_\_

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

Address: \_\_\_\_\_
Street City State Zip

Contact person: \_\_\_\_\_ Title: \_\_\_\_\_

Phone (with area code): \_\_\_\_\_ Fax (with area code): \_\_\_\_\_

Proposed Subcontract Amount: \$ \_\_\_\_\_ Percentage of Prime Contract: \_\_\_\_\_ %

Description of Subcontract Work to be Performed: \_\_\_\_\_

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

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

HISTORICALLY UNDERUTILIZED BUSINESS (HUB)
SUCONTRACTING PARTICIPATION DECLARATION FORM

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

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

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

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

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

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

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

Subcontractor Name:

Address: Street City State Zip

Contact person: Title:

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

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

Description of Subcontract Work to be Performed:

Subcontractor Name:

Address: Street City State Zip

Contact person: Title:

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

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

Description of Subcontract Work to be Performed:

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

**HISTORICALLY UNDERUTILIZED BUSINESS (HUB)  
SUBCONTRACTING PARTICIPATION DECLARATION FORM**

PAGE 4 OF 4

Subcontractor Name: \_\_\_\_\_

Address: \_\_\_\_\_  
Street City State Zip

Contact person: \_\_\_\_\_ Title: \_\_\_\_\_

Phone (with area code): \_\_\_\_\_ Fax (with area code): \_\_\_\_\_

Proposed Subcontract Amount: \$ \_\_\_\_\_ Percentage of Prime Contract: \_\_\_\_\_ %

Description of Subcontract Work to be Performed: \_\_\_\_\_

Subcontractor Name: \_\_\_\_\_

Address: \_\_\_\_\_  
Street City State Zip

Contact person: \_\_\_\_\_ Title: \_\_\_\_\_

Phone (with area code): \_\_\_\_\_ Fax (with area code): \_\_\_\_\_

Proposed Subcontract Amount: \$ \_\_\_\_\_ Percentage of Prime Contract: \_\_\_\_\_ %

Description of Subcontract Work to be Performed: \_\_\_\_\_

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

Name (print or type): \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

E-mail address: \_\_\_\_\_

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

Name (print or type): \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

E-mail address: \_\_\_\_\_

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

**RESIDENCE CERTIFICATION/TAX FORM**

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

- (3) "Non-resident Bidder" refers to a person who is not a resident.
- (4) "Resident Bidder" refers to a person whose principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

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

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

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

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

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

\* This is the property amount identification number assigned by the Jefferson County Appraisal District.  
 \*\* For real property, specify the property address or legal description. For business property, specify the address where the property is located. For example, office equipment will normally be at your office, but inventory may be stored as a warehouse or other location.

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

HOUSE BILL 89 VERIFICATION

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

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

**Pursuant to Section 2270.002, Texas Government Code:**

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

\_\_\_\_\_  
Signature of Company Representative

\_\_\_\_\_  
Date

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, personally appeared

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

Notary Seal

\_\_\_\_\_  
**Notary Signature**

\_\_\_\_\_  
**Date**

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

**SENATE BILL 252 CERTIFICATION**

---

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

\_\_\_\_\_  
**Company Name**

\_\_\_\_\_  
**IFB/RFP/RFQ number**

**Certification check performed by:**

\_\_\_\_\_  
**Purchasing Representative**

\_\_\_\_\_  
**Date**

**THIS FORM IS FOR  
OFFICE USE ONLY**

**BID AFFIDAVIT**

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

STATE OF \_\_\_\_\_ COUNTY OF \_\_\_\_\_

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

on this day personally appeared \_\_\_\_\_, who  
(name)

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

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

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

Name and address of Bidder: \_\_\_\_\_

Fax: \_\_\_\_\_ Telephone# \_\_\_\_\_

by: \_\_\_\_\_ Title: \_\_\_\_\_  
(print name)

Signature: \_\_\_\_\_

SUBSCRIBED AND SWORN to before me by the above-named

\_\_\_\_\_ on

this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

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

\_\_\_\_\_  
Notary Public in and for  
the State of \_\_\_\_\_



125 EAST 11TH STREET, AUSTIN, TEXAS 78701-2483 | 512.416.4700 | WWW.TXDOT.GOV

6/19/2023

Toni Sigee  
A'loel Petroleum Company, LLC  
290 N 10<sup>th</sup> Street  
Beaumont, TX 77702

Re: Annual Update Affidavit (AUA)  
Disadvantaged Business Enterprise (DBE)

Dear Toni Sigee:

Upon review of the AUA and supporting documentation, TxDOT has determined that A'loel Petroleum Company, LLC, continues to meet the eligibility requirements of the federal DBE program.

DBE/ACDBE certification does not expire, however, to remain certified it is incumbent on you to submit the AUA on or before your next certification anniversary date. A courtesy reminder will be sent from the Diversity Management System (DMS) in advance of the AUA due date.

Firms listed in the Texas Unified Certification Program (TUCP) directory located at <https://txdot.txdotcms.com> are currently certified DBE/ACDBEs. All DBEs certified pursuant to 49 CFR Part 26, are automatically certified in TxDOT's Small Business Enterprise (SBE) Program. TxDOT encourages you to utilize the TUCP directory as a marketing tool. In that respect you should periodically verify your firm's certification description and North American Industry Classification System (NAICS) code(s) closely describe the goods or services your firm provides.

Should your firm be awarded an opportunity to participate on a federally funded project, your firm must perform a commercially useful function (CUF). A DBE performs CUF when it is responsible for execution of the work of the contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a CUF, the DBE must also be responsible, with respect to materials and supplies used on the contract, for negotiating price, determining quality and quantity, ordering the material, and installing (where applicable) and paying for the material itself.

For information on TxDOT's contracting and procurement opportunities visit <https://www.txdot.gov>.

Sincerely,

A handwritten signature in black ink, appearing to read "MD Bryant", is written over a white rectangular area.

Michael D. Bryant  
Director  
Civil Rights Division

Cc: Joe Sanchez, Compliance Analyst



# Texas Historically Underutilized Business (HUB) Certificate



Certificate/MID Number: 1872476317300  
Approval Date: October 14, 2022  
Scheduled Expiration Date: November 30, 2023

In accordance with the Memorandum of Agreement between the HOUSTON MINORITY SUPPLIER DEVELOPMENT COUNCIL (HMSDC) and the Texas Comptroller of Public Accounts (CPA), the CPA hereby certifies that

## A'loel Petroleum Company, LLC

has successfully met the established requirements of the State of Texas Historically Underutilized Business (HUB) Program to be recognized as a HUB. This certificate printed **October 14, 2022**, supersedes any registration and certificate previously issued by the HUB Program. If there are any changes regarding the information (i.e., business structure, ownership, day-to-day management, operational control, addresses, phone and fax numbers or authorized signatures) provided in the submission of the business; application for registration/certification into HMSDC's program, you must immediately (within 30 days of such changes) notify HMSDC's program in writing. The CPA reserves the right to conduct a compliance review at any time to confirm HUB eligibility. HUB certification may be suspended or revoked upon findings of ineligibility. If your firm ceases to remain certified in the HMSDC's program, you must apply and become certified through the State of Texas HUB program to maintain your HUB certification.

*Statewide HUB Program  
Statewide Procurement Division*

Note: In order for State agencies and institutions of higher education (universities) to be credited for utilizing this business as a HUB, they must award payment under the Certificate/MID Number identified above. Agencies, universities and prime contractors are encouraged to verify the company's HUB certification prior to issuing a notice of award by accessing the Internet (<https://mycpa.cpa.state.tx.us/passcmbsearch/index.jsp>) or by contacting the HUB Program at **512-463-5872** or toll-free in Texas at **1-888-863-5881**.

**SECTION 2: FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA)  
MANDATED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY UNDER FEDERAL AWARDS  
REQUIRED BY 2 C.F.R. §200.326 APPENDIX II TO 2 CFR §200**

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 August 31, 2022.**

THRESHOLD	PROVISION	CITATION
<p>&gt;\$250,000 (Simplified Acquisition Threshold)</p>	<p>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 <u>41 U.S.C. 1908</u>, 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.</p>	<p>2 CFR 200 APPENDIX II (A)</p>
<p>&gt;\$10,000</p>	<p>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 affected and the basis for settlement.</p>	<p>2 CFR 200 APPENDIX II (B)</p>
<p>None</p>	<p>Equal Employment Opportunity. Except as otherwise provided under <u>41 CFR Part 60</u>, all contracts that meet the definition of "federally assisted construction contract" in <u>41 CFR Part 60-1.3</u> must include the equal opportunity clause provided under <u>41 CFR 60-1.4(b)</u>, in accordance with Executive Order 11246, "Equal Employment Opportunity" (<u>30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339</u>), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at <u>41 CFR part 60</u>, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."</p> <p>41 CFR 60-1.4 Equal opportunity clause.</p> <p>(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:</p> <p>The [recipient] hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:</p> <p>During the performance of this contract, the Contractor agrees as follows:</p> <p>(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:</p>	<p>2 CFR 200 APPENDIX II I and 41 CFR §60-1.4(b)</p>

	<p>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.</p> <p>(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.</p> <p>(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.</p> <p>(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.</p> <p>(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.</p> <p>(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.</p> <p>(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</p>	
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	<p>Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.</p> <p>(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:</p> <p>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.</p> <p>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.</p>	
	<p>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.</p> <p>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.</p>	
<p>&gt;\$2,000</p>	<p>Davis-Bacon Act, as amended (<a href="#">40 U.S.C. 3141-3148</a>). 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 (<a href="#">40 U.S.C. 3141-3144</a>, and <a href="#">3146-3148</a>) as supplemented by Department of Labor regulations (<a href="#">29 CFR Part 5</a>, "Labor Standards Provisions</p>	<p>2 CFR 200 APPENDIX II (D)</p>

	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 ( <a href="#">40 U.S.C. 3145</a> ), as supplemented by Department of Labor regulations ( <a href="#">29 CFR Part 3</a> , “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.	
>\$100,000	Contract Work Hours and Safety Standards Act ( <a href="#">40 U.S.C. 3701-3708</a> ). 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 <a href="#">40 U.S.C. 3702</a> and <a href="#">3704</a> , as supplemented by Department of Labor regulations ( <a href="#">29 CFR Part 5</a> ). Under <a href="#">40 U.S.C. 3702</a> 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 <a href="#">40 U.S.C. 3704</a> 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.	2 CFR 200 APPENDIX II (E)
None	Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under <a href="#">37 CFR § 401.2 (a)</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 <a href="#">37 CFR Part 401</a> , “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)
>\$150,000	Clean Air Act ( <a href="#">42 U.S.C. 7401-7671g</a> .) and the Federal Water Pollution Control Act ( <a href="#">33 U.S.C. 1251-1387</a> ), 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 ( <a href="#">42 U.S.C. 7401-7671g</a> ) and the Federal Water Pollution Control Act as amended ( <a href="#">33 U.S.C. 1251-1387</a> ). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).	2 CFR 200 APPENDIX II (G)

>\$25,000	Debarment and Suspension (Executive Orders 12549 and 12689) - A contract award (see <a href="#">2 CFR 180.220</a> ) 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 <a href="#">2 CFR 180</a> that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.	2 CFR 200 APPENDIX II (H)
>\$100,000	Byrd Anti-Lobbying Amendment ( <a href="#">31 U.S.C. 1352</a> ) - 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 <a href="#">31 U.S.C. 1352</a> . 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.	2 CFR 200 APPENDIX II (I) and 24 CFR §570.303
	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)
>\$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 <a href="#">40 CFR part 247</a> 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.	2 CFR 200.323
>\$100,000	<p><i>§135.38 Section 3 clause</i>  <i>All section 3 covered contracts shall include the following clause (referred to as the section 3 clause):</i></p> <p>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.</p> <p>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.</p>	

	<p>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.</p> <p>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.</p> <p>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.</p>	
	<p>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.</p> <p>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).</p>	
<p>None</p>	<p>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:</p> <p>Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:</p> <ul style="list-style-type: none"> <li>(1) Procure or obtain;</li> <li>(2) Extend or renew a contract to procure or obtain; or</li> <li>(3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered</li> </ul>	<p>2 CFR 200.216</p>

	<p>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 <a href="#">Public Law 115-232</a>, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).</p> <p>(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).</p> <p>(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.</p> <p>(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.</p>	
	<p>(b) In implementing the prohibition under <a href="#">Public Law 115-232</a>, 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.</p> <p>(c) See <a href="#">Public Law 115-232</a>, section 889 for additional information.</p> <p>(d) See also <a href="#">§ 200.471</a>.</p>	
<p>None</p>	<p>As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award. For purposes of this section:</p> <p>(1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.</p> <p>(2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.</p>	<p>2 CFR 200.322(a)(b)(1) (2)</p>
<p>None</p>	<p>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.</p>	<p>2 CFR 200.112</p>



None	<p>The Federal awarding agency and the non-Federal entity should, whenever practicable, collect, transmit, and store Federal award-related information in open and machine-readable formats rather than in closed formats or on paper in accordance with applicable legislative requirements. A machine-readable format is a format in a standard computer language (not English text) that can be read automatically by a web browser or computer system. The Federal awarding agency or pass-through entity must always provide or accept paper versions of Federal award-related information to and from the non-Federal entity upon request. If paper copies are submitted, the Federal awarding agency or pass-through entity must not require more than an original and two copies. When original records are electronic and cannot be altered, there is no need to create and retain paper copies. When original records are paper, electronic versions may be substituted through the use of duplication or other forms of electronic media provided that they are subject to periodic quality control reviews, provide reasonable safeguards against alteration, and remain readable.</p>	2 CFR 200.336
	<p>Contracting with HUB, small and minority businesses, women's business enterprises, and labor surplus area firms.</p> <p>(a) The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.</p> <p>(b) Affirmative steps must include:</p> <p>(1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;</p>	
None	<p>(2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;</p> <p>(3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;</p> <p>(4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;</p> <p>(5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and</p> <p>(6) Requiring the prime Contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (b)(1) through (5) of this section.</p>	2 CFR 200.321
None	<p>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:</p> <p>(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.</p> <p>(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.</p> <p>(c) Records for real property and equipment acquired with Federal funds must be retained for 3 years after final disposition.</p>	2 CFR 200.334

	<p>(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.</p> <p>(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.</p> <p>(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).</p> <p>(1) <i>If submitted for negotiation.</i> If the proposal, plan, or other computation is required to be submitted to the Federal Government (or to the pass-through entity) to form the basis for negotiation of the rate, then the 3-year retention period for its supporting records starts from the date of such submission.</p> <p>(2) <i>If not submitted for negotiation.</i> If the proposal, plan, or other computation is not required to be submitted to the Federal Government (or to the pass-through entity) for negotiation purposes, then the 3-year retention period for the proposal, plan, or computation and its supporting records starts from the end of the fiscal year (or other accounting period) covered by the proposal, plan, or other computation.</p>	
<p>None</p>	<p>CONTRACTS WITH COMPANIES ENGAGED IN BUSINESS WITH IRAN, SUDAN, OR FOREIGN TERRORIST ORGANIZATION PROHIBITED. A governmental entity may not enter into a governmental contract with a company that is identified on a list prepared and maintained under Section 2270.0052, 2270.0102, or 2270.0152. In accordance with Texas Government Code, Chapter 2252, Subchapter F, <b>Respondent</b> hereby represents and warrants that it is not a company identified on the lists prepared and maintained under Texas Government Code §§ 2270.0052 (companies with business operations in Sudan), 2270.0102 (companies with business operations in Iran), or 2270.0152 (companies known to have contracts with or provide supplies or services to a foreign terrorist organization). Notwithstanding the foregoing, a company that the United States government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, Iran, or to a foreign terrorist organization, is not subject to contract prohibition under this clause. A company claiming such exemption must submit the official copy of the declaration.</p>	<p>Texas Government Code 2252.152</p>
<p>&gt;\$100,000</p>	<p>PROVISION REQUIRED IN CONTRACT. (a) This section applies only to certain solicitations and contracts. Section 2271.002 of the Texas Government Code states the following:</p> <p>(a) This section applies only to a contract that:</p> <p>(1) is between a governmental entity and a company with 10 or more full-time employees; and</p> <p>(2) has a value of \$100,000 or more that is to be paid wholly or partly from public funds of the governmental entity.</p> <p>(b) A governmental entity 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:</p>	<p>Texas Government Code 2271.002</p>

	(1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. Section 2271.001(2) of the Government Code defines "company" to be the meaning assigned by Section 808.001 of the Texas Government Code, except that the term does not include a sole proprietorship.	
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.	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.

## 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 Arloel Petroleum Company, 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.

Toni Sigee

Signature of Contractor's Authorized Official

Toni Sigee, Operations Director

Name and Title of Contractor's Authorized Official

10-3-2023

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](http://www.sam.gov) and <https://acquisition.gov/far/index.html> see section 52.209-6.

The Contractor A'lole/Petroleum Company, 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.

Toni Sigee

Signature of Contractor's Authorized Official

Toni Sigee, Operation's Director

Name and Title of Contractor's Authorized Official

10-3-2023

Date

**REQUIRED FORM**

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

## CIVIL RIGHTS COMPLIANCE PROVISIONS

---

### 1. EQUAL EMPLOYMENT OPPORTUNITY (Equal Opportunity Clause)

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

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

- 1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:  
 Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- 2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- 3) The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.
- 4) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- 5) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- 6) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- 7) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or order this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- 8) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each Subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:


## CIVIL RIGHTS COMPLIANCE PROVISIONS (CONTINUED)

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

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

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

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



Signature of Contractor's Authorized Official



Name and Title of Contractor's Authorized Official



Date

**REQUIRED FORM**

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

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





Entity Validation Processing [Show Details](#)  
Sep 26, 2023



[See All Alerts](#)

Planned Maintenance Schedule [Show Details](#)  
Apr 3, 2022



[Home](#) [Search](#) [Data Bank](#) [Data Services](#) [Help](#)

## < Entity Information

# Check Entity Status

This tool allows you to check the status of your entity.

Search by Unique Entity ID/CAGE  Search entities pending Unique Entity ID assignment



**Non-federal users:** You may only check the status of entities linked to your SAM.gov account.

Unique Entity ID

CAGE Code

JCX4Z1AKZNX7

Reset

Search

## Entity Information

ALOEL PETROLEUM CO LLC Active Registration

Unique Entity ID  
JCX4Z1AKZNX7

Your registration was activated on 2023-09-14. It expires on 2024-09-05, which is one year after you submitted it for processing. To update or renew your registration, begin from your Entities Workspace.

### More About the Entity Status Tracker

[Getting Started with Registration](#)

[Entity Status Guide](#)

**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

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

A'loel Petroleum Company, LLC  
Beaumont, TX United States

**Certificate Number:**  
2023-1078056

**Date Filed:**  
10/01/2023

**Date Acknowledged:**

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

Jack Brooks Regional Airport

**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.**

IFP 23-053/MR  
Provide aviation fuel

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	A'loel Petroleum Company, LLC	Beaumont, TX United States	X	

**5 Check only if there is NO Interested Party.**

**6 UNSWORN DECLARATION**

My name is Toni Sigeo, and my date of birth is 3-20-62.

My address is 4618 Aspen Ln (street), Pt. Arthur (city), TX (state), 77642 (zip code), USA (country).

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

Executed in Jefferson County, State of Texas, on the 4 day of Oct, 20 23.  
(month) (year)

Toni Sigeo  
Signature of authorized agent of contracting business entity (Declarant)

# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

### OFFICE USE ONLY CERTIFICATION OF FILING

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

A'loel Petroleum Company, LLC  
Beaumont, TX United States

**Certificate Number:**  
2023-1078056

**Date Filed:**  
10/01/2023

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Jack Brooks Regional Airport

**Date Acknowledged:**

**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.**

IFP 23-053/MR  
Provide aviation fuel

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
A'loel Petroleum Company, LLC	Beaumont, TX United States	X	

**5 Check only if there is NO Interested Party.**

**6 UNSWORN DECLARATION**

My name is \_\_\_\_\_, and my date of birth is \_\_\_\_\_.

My address is \_\_\_\_\_ (street) \_\_\_\_\_ (city) \_\_\_\_\_ (state) \_\_\_\_\_ (zip code) \_\_\_\_\_ (country)

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

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

\_\_\_\_\_  
Signature of authorized agent of contracting business entity  
(Declarant)



# CERTIFICATE OF LIABILITY INSURANCE

149  
DATE (MM/DD/YYYY)  
10/21/2022

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

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

PRODUCER FEDERATED MUTUAL INSURANCE COMPANY HOME OFFICE: P.O. BOX 328 OWATONNA, MN 55060	CONTACT NAME: CLIENT CONTACT CENTER	
	PHONE (A/C, No, Ext): 888-333-4949	FAX (A/C, No): 507-446-4664
E-MAIL ADDRESS: CLIENTCONTACTCENTER@FEDINS.COM		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: FEDERATED RESERVE INSURANCE COMPANY		16024
INSURER B:		
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

INSURED 405-033-2  
 A'LOEL PETROLEUM COMPANY, LLC  
 4618 ASPEN LN  
 PORT ARTHUR, TX 77642-2270

COVERAGES CERTIFICATE NUMBER: 0 REVISION NUMBER: 0

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.

INSTR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	N	N	1822614	12/10/2022	12/10/2023	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) EXCLUDED PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY	N	N	1822614	12/10/2022	12/10/2023	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION	N	N	1822615	12/10/2022	12/10/2023	EACH OCCURRENCE \$4,000,000 AGGREGATE \$4,000,000
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	N	1822616	12/10/2022	12/10/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000

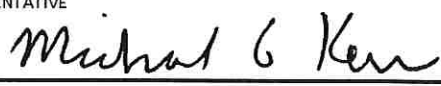
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 THIS COPY IS NOT TO BE REPRODUCED FOR ISSUANCE OF CERTIFICATES.

### CERTIFICATE HOLDER

00  
 A CERTIFICATE HAS BEEN FILED WITH EACH OF YOUR CERTIFICATE HOLDERS.

### 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  


## BIDDER INFORMATION FORM

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

**Bid Number & Name:** (IFB 23-053/MR) Term Contract for Aviation Fuel for Jack Brooks Regional Airport

**Bidder's Company/Business Name:** A'loel Petroleum Company, LLC

**Bidder's TAX ID Number:** 87-2476317

**If Applicable:** HUB Vendor No. 1872476317300 DBE Vendor No. Letter

**Contact Person:** Toni Sigee **Title:** Operations Director

**Phone Number (with area code):** 409-239-5917

**Alternate Phone Number if available (with area code):** 409-466-4109

**Fax Number (with area code):** 888-892-2561

**Email Address:** fueling@aloelpc.net

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

290 N. 10th St

Address  
Beaumont, TX 77702

City, State, Zip Code

**REQUIRED FORM**

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

OFFER AND ACCEPTANCE FORM  
OFFER TO CONTRACT

To Jefferson County:

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

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

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

We acknowledge receipt of the following amendment(s): 1, 2, 3.

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

A'loel Petroleum Company, LLC For clarification of this offer, contact:  
Company Name

290 N. 104th St.  
Address

Toni Sigee Operations Director  
Name & Title

Beaumont TX 77702  
City State Zip

409-239-5917 888-892-2561  
Phone Fax

Toni Sigee  
Signature of Person Authorized to Sign

fueling@aloelpc.net  
E-mail

Toni Sigee  
Printed Name

Operations Director  
Title

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

**ACCEPTANCE OF OFFER**

The Offer is hereby accepted for the following items: Aviation Fuel for Jack Brooks Regional Airport for a Contract Term of 3 years from November 1, 2023 to October 31, 2026.

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 23-053/MR, Term Contract for Aviation Fuel for Jack Brooks Regional Airport. 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:**

<b>Jeff R. Branick, County Judge</b>	<b>Date</b>
<b>JEFFERSON COUNTY, TEXAS</b>	

**ATTEST:**

<b>Roxanne Acosta Hellberg, County Clerk</b>	<b>Date</b>
<b>JEFFERSON COUNTY, TEXAS</b>	



**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 23-053/MR
IFB TITLE: Term Contract for Aviation Fuel for Jack Brooks Regional Airport
IFB DUE BY: 11:00 am CT, Wednesday, October 4, 2023
ADDENDUM NO.: 1
ISSUED (DATE): September 14, 2023

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: Question

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:

Ami Sigee
Authorized Signature (Respondent)

Operation's Director
Title of Person Signing Above

Toni Sigee
Typed Name of Business or Individual

290 N. 104th St. Bmt. TX 77702
Address



**JEFFERSON COUNTY PURCHASING DEPARTMENT**  
*Deborah L. Clark, Purchasing Agent*

1149 Pearl Street  
1<sup>st</sup> Floor, Beaumont, TX 77701

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

1. Question: Out of the estimated 740,000 gallons of Jet-A sold annually, can you please advise how many of those gallons are sold as contract fuel vs retail and what estimated percentage went to each contract fuel provider?

Answer: 21.2% of our Jet A fuel sales were contract fuel, the rest was retail or non-contract. We don't have a breakdown per contract fuel provider.



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 23-053/MR
IFB TITLE: Term Contract for Aviation Fuel for Jack Brooks Regional Airport
IFB DUE BY: 11:00 am CT, Wednesday, October 4, 2023
ADDENDUM NO.: 2
ISSUED (DATE): September 21, 2023

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: Question

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:

[Handwritten Signature]
Authorized Signature (Respondent)

Witness

Operations Director
Title of Person Signing Above

Witness

Toni Sigeo
Typed Name of Business or Individual

Approved by \_\_\_ Date: \_\_\_

290 N. 104th St, Bmt, TX 77702
Address



## JEFFERSON COUNTY PURCHASING DEPARTMENT

*Deborah L. Clark, Purchasing Agent*

1149 Pearl Street  
1<sup>st</sup> Floor, Beaumont, TX 77701

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

1. Question: I have one more question, can you please confirm if the HUB participation goal is 0%?

Answer: Yes

2. Question: Please break down the jet fuel volumes into the following categories:
  - a. General Aviation retail
  - b. General Aviation Contract fuel
  - c. DLA/Military
  - d. Commercial Airlines

Answer:

- a. 69.8%
- b. 2.2%
- c. 6.8%
- d. 21.2%

3. Question: For the small percentages of sales that are not credit card transactions, can you clarify how they function? Are they billed directly to the customer by the airport or are they contract fuel sales?

Answer: Yes, the airport bills customers direct. Based on volume approximately 80% is credit card sales and 20% is invoiced sales. This includes contract sales.

4. Question: Can you provide details about the signage? Number, size and type of signs. For example, are the backlit? Double or single sided? Pole mounted or flush with a structure?

Answer: We have two poles for sign mounting. The existing sign pole sign is approximately 7' to 8' wide by 9' to 10' tall. Pole sign is backlit. We also have a fuel price sign that is approximately 4' x 12', flush mounted to an exterior brick wall.



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 23-053/MR
IFB TITLE: Term Contract for Aviation Fuel for Jack Brooks Regional Airport
IFB DUE BY: 11:00 am CT, Wednesday, October 4, 2023
ADDENDUM NO.: 3
ISSUED (DATE): September 25, 2023

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: 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:

[Handwritten Signature]
Authorized Signature (Respondent)

Witness

Operation's Director
Title of Person Signing Above

Witness

Toni Sigee
Typed Name of Business or Individual

Approved by \_\_\_\_\_ Date: \_\_\_\_\_

290 N. 104th St. Bmt- TX 77702
Address



**JEFFERSON COUNTY PURCHASING DEPARTMENT**  
*Deborah L. Clark, Purchasing Agent*

1149 Pearl Street  
1<sup>st</sup> Floor, Beaumont, TX 77701

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

1. Question: Can you confirm that the pricing is based on previous week's average for both products?

Answer: Yes

2. Question: Can you explain the HUB?

Answer: HUB is Historically Underutilized Business. There is no HUB requirement for this bid. If you are a HUB vendor or will utilize a HUB vendor, fill out the required forms noting that.

## BID FORM

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

### Item 1. AvGas 100 Low-Lead

Price for AvGas Low Lead 100 is the price in effect at time of delivery and is based on a formula price using Platts, U.S. Gulf Coast pipeline-mid, Monday through Friday average effective on Tuesdays, plus bidder's markup per gallon, plus tax in effect.

AvGas estimated annual sales are approx. 40,000 gallons, however to make bidding easier, the average annual amount will be 41,000 gallons, based on an average of 8,200 gallons per load delivered and 5 deliveries per year.

Line	Per Gallon Description	Unit Price per Gallon
A.	Platts Reference Price on [08/29/2023]	\$ 3.0075
B.	Bidder's Markup (Dollars not Percentage)	\$ 0.9990
C.	Federal Excise Tax	\$ 0.19400
D.	Federal Oil Spill Tax	\$ 0.00214
E.	Federal Superfund Fee	\$ 0.00390
F.	Texas Petro Delivery	\$ 0.00082
G.	Transport Per Gallon (If Applicable)	\$ .4500
H.	Subtotal Fees per Gallon (Sum A to G)	\$ 4.65736
I.	Estimated Annual Quantity (Gallons)	41,000
J.	Annual Price (Line H times Line I)	\$ 190,951.76
K.	Fee per Delivery (If Any):	\$ 700.00
L.	Est Deliveries per Year	5
M.	Annual Delivery Price (Line K times Line L):	\$ 3500.00
N.	Annual Total Cost for Delivered Fuel: (Line J plus Line M):	\$ 194,451.76



## Item 2. Jet A

Price for Jet A is the price in effect at time of delivery and is based on a formula price using Platts, U.S. Gulf Coast pipeline-mid, Monday through Friday average effective on Tuesdays, plus bidder's markup per gallon, plus tax in effect.

AvGas estimated annual sales are approx. 740,000 gallons, however to make bidding easier, the average annual amount will be 742,600 gallons, based on an average of 7,900 gallons per load delivered and 945 deliveries per year.

Line	Per Gallon Description	Unit Price per Gallon
O.	Platts Reference Price on [08/29/2023]	\$ 2.9975
P.	Bidder's Markup (Dollars not Percentage)	\$ .1599
Q.	Federal Excise Tax	\$ 0.24300
R.	Federal LUST Tax	\$ 0.00100
S.	Federal Oil Spill Tax	\$ 0.00214
T.	Federal Superfund Fee	\$ 0.00390
U.	Transport Per Gallon (If Applicable)	\$ .4000
V.	Subtotal Fees per Gallon (Sum O to U)	\$ 3.80744
W.	Estimated Annual Quantity (Gallons)	742,600
X.	Annual Price (Line V times Line W)	\$ 2,827,404.94

Y.	Fee per Delivery (If Any):	\$ 350.00
Z.	Est Deliveries per Year	95
AA.	Annual Delivery Price (Line Y times Line Z):	\$ 33,250.00

AB.	Annual Total Cost for Delivered Fuel: (Line X plus Line AA):	\$ 2,860,654.94
-----	---	-----------------

## Item 3. Credit Cards Honored and Service Fees:

Please provide service rates per card identified and any other cards honored:

AMEX	3.35 %
VISA	2.95 %
MasterCard	2.15 %
Discover	2.95 %
MultiServe	3.25 %
AIR Card	0 %

AVCard	3.25 %
Other:	%
Other:	%
Other:	%

#### Item 4. Additional Marketing Support

Bidder must include cost for annual marketing support, co-op advertising, etc.

Bidder may include detailed marketing programs available with proposal.

\$ 4500.00

#### Item 5. Refueler Truck -Required Primary

3,000 Gallon Jet A Refuler Truck - Annual Cost:	\$60,000
Year/Make/Model: 1998 Freightliner	

#### Item 6. Refueler Trucks - Optional Additional

3,000 Gallon Jet A Refuler Truck - Annual Cost:	\$60,000
Year/Make/Model: 2008 Freightliner	

AvGas Refuler Truck - Annual Cost:	\$60,000
Year/Make/Model: 2006 Freightliner	

#### 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: Steel Painters  
 Address: 7453 Frint Drive Bmt. TX 77705  
 Contact Person and Title: Henry Como / Supervisor  
 Phone: 409-300-1347 Fax: N/A  
 Email Address: comohenry06@gmail.com Contract Period: 6 months  
 Scope of Work: Deliver Diesel

## REFERENCE TWO

Government/Company Name: MB+K Trucking  
 Address: 8520 Homer Drive, Bmt. TX 77708  
 Contact Person and Title: Tenesha Rocio  
 Phone: 409-600-0733 Fax: N/A  
 Email Address: tnr0124@gmail.com Contract Period: as needed  
 Scope of Work: Deliver fuel

## REFERENCE THREE

Government/Company Name: Golden Triangle Watersports  
 Address: 1315 North St. Bmt. TX 77701  
 Contact Person and Title: Thomas Sigee, Jr.  
 Phone: 409-454-3612 Fax: N/A  
 Email Address: tpsige4@yahoo.com Contract Period: as needed  
 Scope of Work: Deliver gasoline

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.

A'loel Petroleum Company, LLC

Bidder (Entity Name)

Ami Sigeo

Signature

290 N. 104th St.

Street & Mailing Address

Tom Sigeo

Print Name

Beaumont, TX 77702

City, State & Zip

10-3-23

Date Signed

409-239-5917

Telephone Number

888-892-2561

Fax Number

fueling@aloe1pc.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.

*Toni Sigeo*

Signature of Contractor's Authorized Official

Toni Sigeo, Operations Director

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

10-3-2023

Date

### REQUIRED FORM

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

**CONFLICT OF INTEREST QUESTIONNAIRE**

<b>CONFLICT OF INTEREST QUESTIONNAIRE</b> For vendor doing business with local governmental entity		<b>FORM CIQ</b>
<p>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</p> <p>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).</p> <p>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.</p> <p>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</p>	<b>OFFICE USE ONLY</b> Date Received	
<p><b>1</b> Name of vendor who has a business relationship with local governmental entity.</p> <p style="font-size: 1.2em; margin-left: 40px;"><i>A'lloel Petroleum Company LLC</i></p>		
<p><b>2</b> <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire.</p> <p style="font-size: 0.8em;">(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.)</p>		
<p><b>3</b> Name of local government officer about whom the information in this section is being disclosed.</p> <p style="text-align: center; font-size: 1.5em; margin-left: 100px;"><i>NIA</i></p> <p style="text-align: center; font-size: 0.8em;">Name of Officer</p> <p style="font-size: 0.8em;">This section (item 3 including subparts A, B, C, &amp; 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.</p> <p>A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the vendor?</p> <p style="margin-left: 40px;"><input type="checkbox"/> Yes      <input type="checkbox"/> No</p> <p>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?</p> <p style="margin-left: 40px;"><input type="checkbox"/> Yes      <input type="checkbox"/> No</p> <p>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?</p> <p style="margin-left: 40px;"><input type="checkbox"/> Yes      <input type="checkbox"/> No</p> <p>D. Describe each employment or business and family relationship with the local government officer named in this section.</p>		
<p><b>4</b></p> <div style="display: flex; justify-content: space-between; align-items: center;"> <div style="width: 45%;"> <p style="font-size: 1.2em; margin-left: 20px;"><i>Imi Sisee</i></p> <p style="font-size: 0.8em;">Signature of vendor doing business with the governmental entity</p> </div> <div style="width: 45%; text-align: right;"> <p style="font-size: 1.2em; margin-left: 20px;"><i>10-3-2023</i></p> <p style="font-size: 0.8em;">Date</p> </div> </div>		

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**

<b>LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT</b>		<b>FORM CIS</b>
<p>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</p> <p>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.</p>		<b>OFFICE USE ONLY</b>
<b>1</b>	<b>Name of Local Government Officer</b>	Date Received
<b>2</b>	<b>Office Held</b>	
<b>3</b>	<b>Name of vendor described by Sections 176.001(7) and 176.003(a), Local Government Code</b>	
<b>4</b>	<b>Description of the nature and extent of employment or other business relationship with vendor named in item 3</b>	
<b>5</b>	<p><b>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).</b></p> <p>Date Gift Accepted _____ Description of Gift _____</p> <p>Date Gift Accepted _____ Description of Gift _____</p> <p>Date Gift Accepted _____ Description of Gift _____</p> <p align="center">(attach additional forms as necessary)</p>	
<b>6</b>	<p><b>AFFIDAVIT</b></p> <p>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.</p> <p align="right">_____</p> <p align="right">Signature of Local Government Officer</p> <p>AFFIX NOTARY STAMP / SEAL ABOVE</p> <p>Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20 _____, to certify which, witness my hand and seal of office.</p> <p>_____ Signature of officer administering oath      Printed name of officer administering oath      Title of officer administering oath</p>	

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? *N/A*
- Yes  No 2. **Notify** in writing a reasonable number of HUBs, allowing sufficient time for effective participation of the planned work to be subcontracted? *N/A*
- Yes  No 3. **Provide** HUBs that were genuinely interested in bidding on a Subcontractor, adequate information regarding the project (i.e., plans, specifications, scope of work, bonding and insurance requirements, and a point of contact within the Prime Contractor/Consultant's organization)? *N/A*
- Yes  No 4. **Negotiate** in good faith with interested HUBs, and not reject bids from HUBs that qualify as lowest and responsive Bidders? *I am Hub certified*
- Yes  No 5. **Document** reasons HUBs were rejected? Was a written rejection notice, including the reason for rejection, provided to the rejected HUBs? *I am Hub certified*
- Yes  No 6. If Prime Contractor/Consultant has zero (0) HUB participation, **please explain the reasons why.** *I am Hub certified*

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.

Toni Sigee  
Printed Name of Authorized Representative

Toni Sigee  
Signature

Operation's Director  
Title

10-3-2023  
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: N/A HUB:  Yes  No

Address: N/A  
Street City State Zip

Phone (with area code): N/A Fax (with area code): N/A

Project Title & No.: N/A

Prime Contract Amount: \$ N/A

HUB Subcontractor Name: N/A

HUB Status (Gender & Ethnicity): N/A

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

Address: N/A  
Street City State Zip

Phone (with area code): N/A Fax (with area code): N/A

Proposed Subcontract Amount: \$ N/A Percentage of Prime Contract: N/A %

Description of Subcontract Work to be Performed: N/A

N/A  
Printed Name of Contractor Representative

N/A  
Signature of Representative

N/A  
Date

N/A  
Printed Name of HUB

N/A  
Signature of Representative

N/A  
Date

**Note: Nothing on this Notice of Intent Form is intended to confer any rights, expressed or implied, to any third parties. Pre-Approval for Subcontractor Substitutions must be obtained from the Jefferson County Purchasing Agent's Representative. The "HUB Subcontractor/Subconsultant Change Form" must be completed and faxed to 409-835-8456.**

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

**HISTORICALLY UNDERUTILIZED BUSINESS (HUB)  
SUCONTRACTING PARTICIPATION DECLARATION FORM**

PAGE 1 OF 4

Bidder intends to utilize Subcontractors/Subconsultants in the fulfillment of this contract (if awarded).

Yes  No

Prime Contractor: N/A HUB:  Yes  No

HUB Status (Gender & Ethnicity): N/A

Address: N/A  
Street City State Zip

Phone (with area code): N/A Fax (with area code): N/A

Project Title & No.: N/A IFB/RFP No.: N/A

Total Contract: \$ N/A Total HUB Subcontract(s): \$ N/A

Construction HUB Goals: 12.8% MBE: N/A % 12.6% WBE: N/A %

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: N/A

HUB Status (Gender & Ethnicity): N/A

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

Address: N/A  
Street City State Zip

Contact person: N/A Title: N/A

Phone (with area code): N/A Fax (with area code): N/A

Proposed Subcontract Amount: \$ N/A Percentage of Prime Contract: N/A %

Description of Subcontract Work to be Performed: N/A

**REQUIRED FORM**

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

HISTORICALLY UNDERUTILIZED BUSINESS (HUB)  
SUBCONTRACTING PARTICIPATION DECLARATION FORM

PAGE 2 OF 4

HUB Subcontractor Disclosure

PART I: Continuation Sheet (Duplicate as Needed)

HUB Subcontractor Name: N/A

HUB Status (Gender & Ethnicity): N/A

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

Address: N/A  
Street City State Zip

Contact person: N/A Title: N/A

Phone (with area code): N/A Fax (with area code): N/A

Proposed Subcontract Amount: \$ N/A Percentage of Prime Contract: N/A %

Description of Subcontract Work to be Performed: N/A

HUB Subcontractor Name: N/A

HUB Status (Gender & Ethnicity): N/A

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

Address: N/A  
Street City State Zip

Contact person: N/A Title: N/A

Phone (with area code): N/A Fax (with area code): N/A

Proposed Subcontract Amount: \$ N/A Percentage of Prime Contract: N/A %

Description of Subcontract Work to be Performed: N/A

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

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

HISTORICALLY UNDERUTILIZED BUSINESS (HUB)
SUCONTRACTING PARTICIPATION DECLARATION FORM

PAGE 3 OF 4

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

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:

- Checklist items: 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: I am hub certified

Was the Jefferson County HUB Office contacted for assistance in locating HUBs? [ ] Yes [X] 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: N/A
Address: N/A
Street City State Zip
Contact person: N/A Title: N/A
Phone (with area code): N/A Fax (with area code): N/A
Proposed Subcontract Amount: \$ N/A Percentage of Prime Contract: %
Description of Subcontract Work to be Performed: N/A

Subcontractor Name: N/A
Address: N/A
Street City State Zip
Contact person: N/A Title: N/A
Phone (with area code): N/A Fax (with area code): N/A
Proposed Subcontract Amount: \$ N/A Percentage of Prime Contract: N/A %
Description of Subcontract Work to be Performed: N/A

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

**HISTORICALLY UNDERUTILIZED BUSINESS (HUB)  
SUBCONTRACTING PARTICIPATION DECLARATION FORM**

PAGE 4 OF 4

Subcontractor Name: N/A

Address: N/A  
Street City State Zip

Contact person: N/A Title: N/A

Phone (with area code): N/A Fax (with area code): N/A

Proposed Subcontract Amount: \$ N/A Percentage of Prime Contract: N/A %

Description of Subcontract Work to be Performed: N/A

Subcontractor Name: N/A

Address: N/A  
Street City State Zip

Contact person: N/A Title: N/A

Phone (with area code): N/A Fax (with area code): N/A

Proposed Subcontract Amount: \$ N/A Percentage of Prime Contract: N/A %

Description of Subcontract Work to be Performed: N/A

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): Toni Sigee

Title: Operation's Director

Signature: Toni Sigee

Date: 10-3-2023

E-mail address: a.loelpetroleumcompany@yahoo.com

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

Name (print or type): Toni Sigee

Title: Operation's Director

Date: 10-3-2023

E-mail address: a.loelpetroleumcompany@yahoo.com

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

**RESIDENCE CERTIFICATION/TAX FORM**

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

- (3) "Non-resident Bidder" refers to a person who is not a resident.
- (4) "Resident Bidder" refers to a person whose principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

- I certify that A'loel Petroleum Company, 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.):	32080559118
Company Name submitting bid/proposal:	A'loel Petroleum Company, LLC
Mailing address:	290 N. 10th St. Bmt. TX 77702
If you are an individual, list the names and addresses of any partnership of which you are a general partner:	
N/A	

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

Jefferson County Tax Acct. No.*	Property address or location**
3296/3797	290 N. 10th St Bmt. TX 77702
22490	255 Elgie St. Bmt. TX 77705
106388	4816 Aspen Lane, Pt. Arthur, TX 77642

\* 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, Toni Sigee, the undersigned representative of (company or business name) A'loel Petroleum Company, 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.

Toni Sigee

Signature of Company Representative

---

**HOUSE BILL 89 VERIFICATION**


---

I, Toni Sigee, the undersigned representative of (company or business name) A'loel Petroleum Company, 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.

Toni Sigee

Signature of Company Representative

HOUSE BILL 89 VERIFICATION

I, Toni Sigee, the undersigned representative of (company or business name) A'loel Petroleum Company, 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.

Toni Sigee  
Signature of Company Representative

10-4-23  
Date

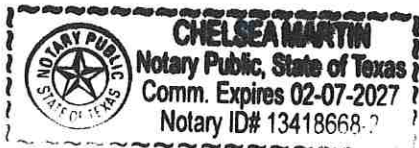
On this 4<sup>th</sup> day of October, 2023, personally appeared

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

Notary Seal

Chelsea Martin  
Notary Signature

10/4/23  
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.

A'loel Petroleum Company, LLC  
Company Name

IFB 23-053/MR  
IFB/RFP/RFQ number

Certification check performed by:

\_\_\_\_\_  
Purchasing Representative

\_\_\_\_\_  
Date

THIS FORM IS FOR  
OFFICE USE ONLY

BID AFFIDAVIT

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

STATE OF Texas COUNTY OF Jefferson

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

on this day personally appeared Toni Sigee, who  
(name)

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

"I, Toni Sigee am a duly authorized officer of/agent  
(name)  
for A'loel Petroleum Company, LLC and have been duly authorized to execute the  
(name of firm)  
foregoing on behalf of the said A'loel Petroleum Company, 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: Toni Sigee  
290 N. 10th St. Bmt. TX 77002

Fax: 888-892 Telephone# 409-239-5917

by: Toni Sigee Title: Operations Director  
(print name)

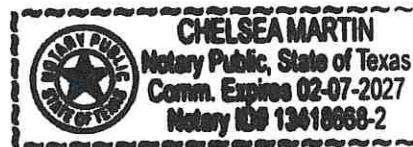
Signature: Toni Sigee

SUBSCRIBED AND SWORN to before me by the above-named

Toni Sigee on  
this the 4th day of October, 2023.

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

Chelsea Martin  
Notary Public in and for  
the State of Texas





World Fuel  
Services®

*The Competitive  
Edge to Drive  
your Business*



*and*



**Invitation to Bid**

**SOLICITATION # 2024-028**

**TITLE: Aviation Fuel**

**Due: October 3, 2023 – 2:00 PM CST**

Submitted by:

Ascent Aviation Group, Inc.

a subsidiary of World Fuel Services, Inc.

One Mill Street, Parish, NY 13131

800-272-3681



ORIGINAL

Ascent Aviation Group, Inc.  
a subsidiary of World Fuel Services, Inc.

September 29, 2023

Ms. Deborah L. Clark, Purchasing Agent  
Jefferson County Purchasing Department  
1149 Pearl Street, 1<sup>st</sup> Floor  
Beaumont, TX 77701

RE: IFB 23-053/MR – Term contract for Aviation Fuel for Jack Brooks Regional Airport  
Opening Date and Time: October 1, 2023 – 11:00 AM CST

Dear Ms. Clark:

Ascent Aviation Group, Inc. is pleased to be submitting a sealed competitive proposal for the supply of aviation fuels and related services as outlined in the above-mentioned IFB. Our proposal is subject to the negotiation between us and the city of deviations to the terms and conditions that was included in the IFB, if we are the successful bidder.

Ascent Aviation Group, Inc., located at One Mill Street, Parish, New York, is the legal entity submitting this bid. Ascent is a wholly owned subsidiary of World Fuel Services, Inc. Ascent Aviation Group, Inc. was incorporated in the state of New York in 1989 and became part of the World Fuel Services Network (WFSN) in 2011 as the premier bulk distributor of Branded and Unbranded Aviation Fuel for domestic FBO operations. We support quality aviation service operations and focus on business growth for the FBO's in our network.

Headquartered in Miami, Florida, World Kinect Corporation is a publicly traded corporation (NYSE: WKC) and a global leader in fuel logistics, specializing in the marketing, sale and distribution of aviation, marine, and land fuel products and related services. We offer Airports, FBOs, Commercial Airlines, and Flight Departments & Aircraft Operators a single-supplier convenience: competitive pricing, trade credit availability, price risk management, logistical support, fuel quality control and fuel procurement outsourcing.

World Fuel Services is committed to the 1,400 + airports that we serve nationwide. Our management and personnel are professionals and experts in their related specialties in the aviation industry. We have the right mix of entrepreneurial spirit and corporate Fortune 500 potency that combines flexibility and agility with the strength of a publicly traded corporation to assist each customer. In addition to the US market, World Fuel Services markets fuel and related services to commercial, business and government aircraft at more than 2,900 airports and 3,500 locations around the world.

Landon Petty will be the account representative dedicated to your account and can be reached at (225) 301-6579 or by email at [lpetty@wfscorp.com](mailto:lpetty@wfscorp.com). Landon is conveniently located in Seagrave Beach, FL.

On behalf of World Fuel Services and the entire Business Aviation team, I would like to thank you for the opportunity to submit this proposal to become the fuel supplier for Jack Brooks Regional Airport.

Sincerely,

A handwritten signature in black ink, appearing to read "Dorothy Beck", written over a white background.

Dorothy Beck  
VP, Business Aviation, Sales  
and authorized signer for Ascent Aviation Group, Inc.



**JEFFERSON COUNTY PURCHASING DEPARTMENT**  
*Deborah L. Clark, Purchasing Agent*

1149 Pearl Street  
 1<sup>st</sup> Floor, Beaumont, TX 77701

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

**LEGAL NOTICE**  
**Advertisement for Invitation for Bids**

August 29, 2023

Notice is hereby given that sealed bids will be accepted by the Jefferson County Purchasing Department for Invitation for Bid **(IFB 23-053/MR) Term Contract for Aviation Fuel for Jack Brooks Regional Airport**. Specifications for this project may be obtained from the Jefferson County website, <https://www.co.jefferson.tx.us/Purchasing/> or by calling 409-835-8593.

Bids are to be sealed and addressed to the Purchasing Agent with the bid number and name marked on the outside of the envelope or box. Bidders shall forward an original and two (2) copies of their bid to the address shown below. Jefferson County does not accept bids submitted electronically. Late bids will be rejected as non-responsive. Bids will be publicly opened and read aloud in the Jefferson County Engineering Department Conference Room (5th Floor, Historic Courthouse) 1149 Pearl Street, Beaumont, Texas 77701, at the time and date below. Bidders are invited to attend the sealed bid opening.

**BID NAME:** Term Contract for Aviation Fuel for Jack Brooks Regional Airport  
**BID NUMBER:** IFB 23-053/MR  
**DUE BY TIME/DATE:** 11:00 AM CT, Wednesday, October 4, 2023  
**MAIL OR DELIVER TO:** Jefferson County Purchasing Department  
 1149 Pearl Street, 1<sup>st</sup> Floor  
 Beaumont, Texas 77701

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

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

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

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

Deborah L. Clark, Purchasing Agent  
 Jefferson County, Texas

<p><b>PUBLISH:</b>  <b>Beaumont Enterprise:</b>          August 30, 2023 &amp; September 6, 2023</p>
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### **BID SUBMISSIONS:**

One (1) Original and two (2) Bid Copies; with all copies to include a Completed Copy of this specifications packet, in its entirety.

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

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

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

## SECTION 1: GENERAL CONDITIONS OF BIDDING AND TERMS OF CONTRACT

---

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

### 1. BIDDING.

#### 1.1 BIDS.

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

#### 1.2 AUTHORIZED SIGNATURES.

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

#### 1.3 LATE BIDS.

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

#### 1.4 WITHDRAWAL OF BID PRIOR TO OPENING.

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

#### 1.5 WITHDRAWAL OF BID AFTER OPENING.

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

#### 1.6 BID AMOUNTS.

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

#### 1.7 EXCEPTIONS AND/OR SUBSTITUTIONS.

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

#### 1.8 ALTERNATES.

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

**1.9 DESCRIPTIONS.**

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

**1.10 BID ALTERATIONS.**

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

**1.11 TAX EXEMPT STATUS.**

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

**1.12 QUANTITIES.**

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

**1.13 BID AWARD.**

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

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

**1.14 SILENCE OF SPECIFICATIONS FOR COMPLETE UNITS.**

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

**1.15 ADDENDA.**

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

**1.16 GENERAL BID BOND/SURETY REQUIREMENTS.**

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

**1.17 GENERAL INSURANCE REQUIREMENTS.**

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

**1.18 RESPONSIVENESS.**

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



required delivery schedules as set forth in the bid request; b) bids with prices qualified in such a manner that the bid price cannot be determined, such as with vague wording that may include "price in effect at the time of delivery," and c) bids made contingent upon award of other bids currently under consideration.

**1.19 RESPONSIBLE STANDING OF BIDDER.**

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

**1.20 CONFIDENTIAL/PROPRIETARY INFORMATION.**

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

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

**1.21 PUBLIC BID OPENING.**

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

**2. PERFORMANCE.**

**2.1 DESIGN, STRENGTH, AND QUALITY.**

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

**2.2 AGE AND MANUFACTURE.**

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

**2.3 DELIVERY LOCATION.**

All deliveries will be made to the address(es) specified on the purchase order during normal 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 the 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-DETERMINATION.

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 awarded a contract, Offeror may appear before the Commissioners' Court and present evidence concerning Offeror responsibility after officially notifying the Office of the Purchasing Agent of Offeror's intent to appear.

#### **8. CONTRACT.**

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

#### **9. WAIVER OF SUBROGATION.**

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

#### **10. FISCAL FUNDING.**

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

#### **11. BID RESULTS.**

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

Department.

**12. CHANGES AND ADDENDA TO BID DOCUMENTS.**

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

**13. SPECIFICATIONS.**

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

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

**14. DELIVERY.**

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

**15. INTERPRETATION OF BID AN/OR CONTRACT DOCUMENTS.**

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

**16. CURRENCY.**

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

**17. PRICING.**

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

**18. NOTICE TO PROCEED/PURCHASE ORDER.**

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

**19. CERTIFICATION.**

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

- The submission of the offer did not involve collusion or other anti-competitive practices.
- The Bidder has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to any public servant in connection with the submitted offer.

- The Bidder hereby certifies that the individual signing the bid is an authorized agent for the Bidder and has the authority to bind the Bidder to the contract.

**20. DEFINITIONS.**

“County” – Jefferson County, Texas.

“Contractor” – The Bidder whose proposal is accepted by Jefferson County.

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

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



**SECTION 2: FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA)**  
**MANDATED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY UNDER FEDERAL AWARDS**  
**REQUIRED BY 2 C.F.R. §200.326 APPENDIX II TO 2 CFR §200**

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 August 31, 2022.**

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 <a href="#">41 U.S.C. 1908</a> , 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.	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 affected and the basis for settlement.	2 CFR 200 APPENDIX II (B)
None	<p>Equal Employment Opportunity. Except as otherwise provided under <a href="#">41 CFR Part 60</a>, all contracts that meet the definition of “federally assisted construction contract” in <a href="#">41 CFR Part 60-1.3</a> must include the equal opportunity clause provided under <a href="#">41 CFR 60-1.4(b)</a>, in accordance with Executive Order 11246, “Equal Employment Opportunity” (<a href="#">30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp.</a>, p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at <a href="#">41 CFR part 60</a>, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”</p> <p>41 CFR 60-1.4 Equal opportunity clause.</p> <p>(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:</p> <p>The [recipient] hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:</p> <p>During the performance of this contract, the Contractor agrees as follows:</p> <p>(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:</p>	2 CFR 200 APPENDIX II I and 41 CFR §60-1.4(b)

	<p>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.</p> <p>(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.</p> <p>(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.</p> <p>(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.</p> <p>(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.</p> <p>(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.</p> <p>(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</p>	
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<p>2 CFR 200 APPENDIX II (D)</p>	<p>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</p>	<p>&gt;\$2,000</p>
	<p>Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.</p> <p>(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:</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p>	

	<p>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 (<a href="#">40 U.S.C. 3145</a>), as supplemented by Department of Labor regulations (<a href="#">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"</a>). 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.</p>	
>\$100,000	<p>Contract Work Hours and Safety Standards Act (<a href="#">40 U.S.C. 3701-3708</a>). 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 <a href="#">40 U.S.C. 3702</a> and <a href="#">3704</a>, as supplemented by Department of Labor regulations (<a href="#">29 CFR Part 5</a>). Under <a href="#">40 U.S.C. 3702</a> 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 <a href="#">40 U.S.C. 3704</a> 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.</p>	2 CFR 200 APPENDIX II (E)
None	<p>Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under <a href="#">37 CFR § 401.2 (a)</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 <a href="#">37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,"</a> and any implementing regulations issued by the awarding agency.</p>	2 CFR 200 APPENDIX II (F)
>\$150,000	<p>Clean Air Act (<a href="#">42 U.S.C. 7401-7671q.</a>) and the Federal Water Pollution Control Act (<a href="#">33 U.S.C. 1251-1387</a>), 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 (<a href="#">42 U.S.C. 7401-7671q</a>) and the Federal Water Pollution Control Act as amended (<a href="#">33 U.S.C. 1251-1387</a>). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).</p>	2 CFR 200 APPENDIX II (G)

>\$25,000	Debarment and Suspension (Executive Orders 12549 and 12689) - A contract award (see <a href="#">2 CFR 180.220</a> ) 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 <a href="#">2 CFR 180</a> that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.	2 CFR 200 APPENDIX II (H)
>\$100,000	Byrd Anti-Lobbying Amendment ( <a href="#">31 U.S.C. 1352</a> ) - 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 <a href="#">31 U.S.C. 1352</a> . 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.	2 CFR 200 APPENDIX II (I) and 24 CFR §570.303
	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)
>\$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 <a href="#">40 CFR part 247</a> 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.	2 CFR 200.323
>\$100,000	<p><i>§135.38 Section 3 clause</i>  <i>All section 3 covered contracts shall include the following clause (referred to as the section 3 clause):</i></p> <p>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.</p> <p>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.</p>	

	<p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>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).</p>	
<p>None</p>	<p>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:</p> <p>Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:</p> <ul style="list-style-type: none"> <li>(1) Procure or obtain;</li> <li>(2) Extend or renew a contract to procure or obtain; or</li> <li>(3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered</li> </ul>	<p>2 CFR 200.216</p>

	<p>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 <a href="#">Public Law 115-232</a>, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).</p> <p>(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).</p> <p>(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.</p> <p>(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.</p> <p>(b) In implementing the prohibition under <a href="#">Public Law 115-232</a>, 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.</p> <p>(c) See <a href="#">Public Law 115-232</a>, section 889 for additional information.</p> <p>(d) See also <a href="#">§ 200.471</a>.</p>	
<p>None</p>	<p>As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award. For purposes of this section:</p> <p>(1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.</p> <p>(2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.</p>	<p>2 CFR 200.322(a)(b)(1) (2)</p>
<p>None</p>	<p>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.</p>	<p>2 CFR 200.112</p>

None	<p>The Federal awarding agency and the non-Federal entity should, whenever practicable, collect, transmit, and store Federal award-related information in open and machine-readable formats rather than in closed formats or on paper in accordance with applicable legislative requirements. A machine-readable format is a format in a standard computer language (not English text) that can be read automatically by a web browser or computer system. The Federal awarding agency or pass-through entity must always provide or accept paper versions of Federal award-related information to and from the non-Federal entity upon request. If paper copies are submitted, the Federal awarding agency or pass-through entity must not require more than an original and two copies. When original records are electronic and cannot be altered, there is no need to create and retain paper copies. When original records are paper, electronic versions may be substituted through the use of duplication or other forms of electronic media provided that they are subject to periodic quality control reviews, provide reasonable safeguards against alteration, and remain readable.</p>	2 CFR 200.336
None	<p>Contracting with HUB, small and minority businesses, women's business enterprises, and labor surplus area firms.</p> <p>(a) The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.</p> <p>(b) Affirmative steps must include:</p> <ol style="list-style-type: none"> <li>(1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;</li> <li>(2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;</li> <li>(3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;</li> <li>(4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;</li> <li>(5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and</li> <li>(6) Requiring the prime Contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (b)(1) through (5) of this section.</li> </ol>	2 CFR 200.321
None	<p>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:</p> <ol style="list-style-type: none"> <li>(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.</li> <li>(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.</li> <li>(c) Records for real property and equipment acquired with Federal funds must be retained for 3 years after final disposition.</li> </ol>	2 CFR 200.334



	<p>(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.</p> <p>(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.</p> <p>(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).</p> <p>(1) <i>If submitted for negotiation.</i> If the proposal, plan, or other computation is required to be submitted to the Federal Government (or to the pass-through entity) to form the basis for negotiation of the rate, then the 3-year retention period for its supporting records starts from the date of such submission.</p> <p>(2) <i>If not submitted for negotiation.</i> If the proposal, plan, or other computation is not required to be submitted to the Federal Government (or to the pass-through entity) for negotiation purposes, then the 3-year retention period for the proposal, plan, or computation and its supporting records starts from the end of the fiscal year (or other accounting period) covered by the proposal, plan, or other computation.</p>	
None	<p>CONTRACTS WITH COMPANIES ENGAGED IN BUSINESS WITH IRAN, SUDAN, OR FOREIGN TERRORIST ORGANIZATION PROHIBITED. A governmental entity may not enter into a governmental contract with a company that is identified on a list prepared and maintained under Section 2270.0052, 2270.0102, or 2270.0152. In accordance with Texas Government Code, Chapter 2252, Subchapter F, <b>Respondent</b> hereby represents and warrants that it is not a company identified on the lists prepared and maintained under Texas Government Code §§ 2270.0052 (companies with business operations in Sudan), 2270.0102 (companies with business operations in Iran), or 2270.0152 (companies known to have contracts with or provide supplies or services to a foreign terrorist organization). Notwithstanding the foregoing, a company that the United States government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, Iran, or to a foreign terrorist organization, is not subject to contract prohibition under this clause. A company claiming such exemption must submit the official copy of the declaration.</p>	Texas Government Code 2252.152
>\$100,000	<p>PROVISION REQUIRED IN CONTRACT. (a) This section applies only to certain solicitations and contracts. Section 2271.002 of the Texas Government Code states the following:</p> <p>(a) This section applies only to a contract that:</p> <p>(1) is between a governmental entity and a company with 10 or more full-time employees; and</p> <p>(2) has a value of \$100,000 or more that is to be paid wholly or partly from public funds of the governmental entity.</p> <p>(b) A governmental entity 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:</p>	Texas Government Code 2271.002

	(1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. Section 2271.001(2) of the Government Code defines "company" to be the meaning assigned by Section 808.001 of the Texas Government Code, except that the term does not include a sole proprietorship.	
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.	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.

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

  
 \_\_\_\_\_  
 Signature of Contractor's Authorized Official

Dorothy Beck, VP, Business Aviation Sales and authorized signer  
 Name and Title of Contractor's Authorized Official

SEPTEMBER 29, 2023  
 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](http://www.sam.gov) and <https://acquisition.gov/far/index.html> see section 52.209-6.

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

  
\_\_\_\_\_  
Signature of Contractor's Authorized Official

VP, Business Aviation Sales and authorized signer  
Name and Title of Contractor's Authorized Official

SEPTEMBER 28, 2023  
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

Dorothy Beck, VP, Business Aviation Sales and authorized signer

Name and Title of Contractor's Authorized Official

SEPTEMBER 28, 2023

Date

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

### SECTION 3: SPECIAL REQUIREMENTS/BID SUBMISSION INSTRUCTIONS

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The following requirements and instructions supersede General Requirements where applicable.

#### 1. SUBMISSION OF BID.

Bidder is Responsible for Submitting:

One (1) Original and two (2) Bid Copies; with all copies to include a Completed Copy of this Specifications Packet, in its entirety.

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

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

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

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

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

Jefferson County Purchasing Department  
1149 Pearl Street, 1<sup>st</sup> 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 or 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, October 4, 2023**

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

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

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

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

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

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

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

**COUNTY HOLIDAYS (2023):**

January 16	(Monday)	Martin Luther King, Jr. Day
February 20	(Monday)	President's Day
April 7	(Friday)	Good Friday
May 29	(Monday)	Memorial Day
July 4	(Tuesday)	Independence Day
September 4	(Monday)	Labor Day
November 10	(Friday)	Veteran's Day
November 23 & 24	(Thursday & Friday)	Thanksgiving
December 25 & 26	(Monday & Tuesday)	Christmas
January 1, 2024	(Monday)	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 Mistey Reeves, Assistant Purchasing Agent at: [mistey.reeves@jeffcotx.us](mailto:mistey.reeves@jeffcotx.us). If no response in 72 hours, contact Deborah Clark, Purchasing Agent at: [deb.clark@jeffcotx.us](mailto:deb.clark@jeffcotx.us).

The Deadline for asking questions or requesting additional information (in writing) is 5:00 pm, CT, September 22, 2023.

**4. VENDOR REGISTRATION (System for Award Management).**

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

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

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



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



[Home](#) [Search](#) [Data Bank](#) [Data Services](#) [Help](#)

Sort by

Relevance

Showing 1 - 1 of 1 results

**Ascent Aviation Group, Inc.** ● Active Registration

Unique Entity ID	CAGE Code	Physical Address
WKDVLNKH5H45	0T185	1 Mill St , Parish, NY 13131 USA

Entity

Expiration Date  
Feb 28, 2024

Purpose of Registration  
All Awards

< 1 of 1 >

Results per page

25

## 5. FORM 1295 (Texas Ethics Commission) SUBMISSION 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](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm)

A sample of a completed FORM 1295 is included on **PAGE 30**.

### 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.**

<b>CERTIFICATE OF INTERESTED PARTIES</b>		<b>FORM 1295</b>	
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.		<b>OFFICE USE ONLY</b>	
<b>1 Name of business entity filing form, and the city, state and country of the business entity's place of business.</b> VENDOR: ENTER YOUR BUSINESS NAME, CITY, STATE, AND COUNTRY HERE		Must file online at <a href="http://www.ethics.state.tx.us/File">www.ethics.state.tx.us/File</a>	
<b>2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.</b> JEFFERSON COUNTY, TEXAS			
<b>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.</b> VENDOR: ENTER BID/PROPOSAL/CONTRACT/AGREEMENT REF# AND TITLE HERE			
<b>4</b>		Nature of Interest (check applicable)	
Name of Interested Party	City, State, Country (place of business)	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
<b>5</b> Check only if there is no interested party. <input type="checkbox"/>		<b>CHECK BELOW IF APPLICABLE</b>	
<b>6 UNSWORN DECLARATION VENDOR: COMPLETE, DATE, AND SIGN THIS DECLARATION SECTION.</b>			
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____. <div style="text-align: right; margin-right: 100px;">                         (month) (year)                     </div>			
_____ Signature of authorized agent of contracting business entity (Declarant)			
<b>ADD ADDITIONAL PAGES AS NECESSARY</b>			

Form provided by Texas Ethics Commission [www.ethics.state.tx.us](http://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.**

### 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, 7<sup>th</sup> floor  
Beaumont, TX 77701.

**9. USAGE REPORTS.**

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

**10. INSURANCE.**

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

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

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

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

**Minimum Insurance Requirements:**

<b>Public Liability, including Products &amp; Completed Operations</b>	\$1,000,000
<b>Excess Liability</b>	\$1,000,000

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

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

Builder's Risk Policy: Structural Coverage for Construction Projects

Installation Floater Policy: Improvements/Alterations to Existing Structure

**Workers' Compensation**

Statutory Coverage (See Section 9 Below)

**11. WORKERS' COMPENSATION INSURANCE****11.1 Definitions:**

- 11.1.1 **Certificate of coverage ("Certificate")** – A copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a coverage agreement, DWC-81, DWC-82, DWC-83, or DWC-84 showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.
- 11.1.2 **Duration of the project** – Includes the time from the beginning of the work on the project until the Contractor's/person's work on the project has been completed and accepted by the governmental entity.
- 11.1.3 **Persons providing services on the project ("Subcontractor") in article 406.096** – Includes all persons or entities performing all or part of the services under the Contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the Contractor and regardless of whether that person has employees. This includes, without limitation, independent Contractors, Subcontractor, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project. "Services" includes, without limitation, providing, hauling or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.
- 11.2 The Contractor shall provide coverage, based on proper reporting of classification code and payroll amounts and filing any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the Contractor providing services on the project, for the duration of the project.
- 11.3 The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract – refer to Section 10 above.
- 11.4 If the coverage period shown on the Contractor's current certificate of coverage ends during the duration of the project, the Contractor must, prior to the end of the coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been extended.
- 11.5 The Contractor shall obtain from each person providing services on a project, and provide to the governmental entity:
  - 11.5.1 A certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project; and
  - 11.5.2 No later than seven (7) days after receipt by the Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate ends during the duration of the project.
- 11.6 The Contractor shall retain all required certificates of coverage for the duration of the project and for one (1) year thereafter.
- 11.7 The Contractor shall notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.
- 11.8 The Contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Department of Workers' Compensation, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.

- 11.9 The Contractor shall contractually require each person with whom it contracts to provide services on a project to:
- 11.9.1 Provide coverage, based on reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all its employees providing services on the project, for the duration of the project.
  - 11.9.2 Provide to the Contractor, prior to that person beginning work on the project a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project.
  - 11.9.3 Provide the Contractor, prior to the end of coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.
  - 11.9.4 Obtain from each person with whom it contracts, and provide to the Contractor:
    - 11.9.4.1 A certificate of coverage, prior to the other person beginning work on the project; and
    - 11.9.4.2 the coverage period, if the coverage period shown on the current certificate of a new certificate of coverage showing extension of coverage, prior to the end of coverage ends during the duration of the project.
  - 11.9.5 Retain all required certificates of coverage on file for the duration of the project and for one (1) year thereafter.
  - 11.9.6 Notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and
  - 11.9.7 Contractually require each person with whom it contracts to perform as required by paragraphs 11.1. – 11.7., with the certificates of coverage to be provided to the person for whom they are providing services.
- 11.10 By signing this contract or providing or causing to be provided a certificate of coverage, the Contractor is representing to the governmental entity that all employees of the Contractor who will provide services of the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the Contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.
- 11.11 The Contractor's failure to comply with any of these provisions is a breach of contract by the Contractor which entitles the governmental entity to declare the contract void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the governmental entity.

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

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





# CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)  
06/30/2023

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).

<b>PRODUCER</b> Aon Risk Services Northeast, Inc. New York NY Office One Liberty Plaza 165 Broadway, Suite 3201 New York NY 10006 USA	<b>CONTACT NAME:</b> PHONE (A/C. No. Ext): (866) 283-7122      FAX (A/C. No.): (800) 363-0105	
	<b>E-MAIL ADDRESS:</b>	
<b>INSURED</b> World Kinect Corporation 9800 N.W. 41st Street Suite 400 Miami FL 33178 USA	<b>INSURER(S) AFFORDING COVERAGE</b>	
	<b>INSURER A:</b> Ironshore Specialty Insurance Company      NAIC # 25445	
	<b>INSURER B:</b> ACE Property & Casualty Insurance Co.      20699	
	<b>INSURER C:</b> ACE American Insurance Company      22667	
	<b>INSURER D:</b> Indemnity Insurance Co of North America      43575	
	<b>INSURER E:</b> National Fire & Marine Ins Co      20079 <b>INSURER F:</b> Everest National Insurance Co      10120	

**COVERAGES      CERTIFICATE NUMBER:** 570100492782      **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. Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
E	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY  <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			42GL010027710 SIR applies per policy terms & conditions	07/01/2023	07/01/2024	EACH OCCURRENCE \$5,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) PERSONAL & ADV INJURY \$5,000,000 GENERAL AGGREGATE \$6,000,000 PRODUCTS - COMP/OP AGG \$6,000,000
C	AUTOMOBILE LIABILITY  <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			ISA H25562483	07/01/2023	07/01/2024	COMBINED SINGLE LIMIT (Ea accident) \$5,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION			XOOG28134381008 SIR applies per policy terms & conditions	07/01/2023	07/01/2024	EACH OCCURRENCE \$15,000,000 AGGREGATE \$15,000,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WLRC70304946	07/01/2023	07/01/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE-EA EMPLOYEE \$1,000,000 E.L. DISEASE-POLICY LIMIT \$1,000,000
A	Environmental Site Liability			ISPILLSJC72I001 Claims Made Coverage	07/01/2022	07/01/2024	Aggregate \$2,000,000 Each Incident \$1,000,000 Ded. Ea. Incident \$250,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 Evidence of Insurance.  
 Named Insured's Complete Name: World Kinect Corporation, including all its subsidiaries.

**CERTIFICATE HOLDER**

**CANCELLATION**

World Kinect Corporation 9800 N.W. 41st Street Miami FL 33178 USA	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  

Holder Identifier :

Certificate No : 570100492782





# ADDITIONAL REMARKS SCHEDULE

AGENCY Aon Risk Services Northeast, Inc.		NAMED INSURED World Kinect Corporation	
POLICY NUMBER See Certificate Number: 570100492782			
CARRIER See Certificate Number: 570100492782	NAIC CODE	EFFECTIVE DATE:	

**ADDITIONAL REMARKS**

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

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER	
INSURER	
INSURER	
INSURER	

**ADDITIONAL POLICIES** If a policy below does not include limit information, refer to the corresponding policy on the ACORD certificate form for policy limits.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
	EXCESS LIABILITY							
F				XC5EX01013231 \$15M xs \$15M	07/01/2023	07/01/2024	Aggregate	\$15,000,000
							Each Occurrence	\$15,000,000

**BIDDER INFORMATION FORM**

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

**Bid Number & Name:** (IFB 23-053/MR) Term Contract for Aviation Fuel for Jack Brooks Regional Airport

**Bidder's Company/Business Name:** Ascent Aviation Group, Inc., a subsidiary of World Fuel Services, Inc.

**Bidder's TAX ID Number:** 16-1353957

**If Applicable:** HUB Vendor No. \_\_\_\_\_ DBE Vendor No. \_\_\_\_\_

**Contact Person:** Dorothy Beck **Title:** VP, Business Aviation, Sales

Landon Petty Territory Manager, Texas

**Phone Number (with area code):** 315-727-7770 (Dorothy) 225-301-6579 (Landon)

**Alternate Phone Number if available (with area code):** \_\_\_\_\_

**Fax Number (with area code):** N/A

**Email Address:** dbeck@wfscorp.com lpetty@wfscorp.com

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

One Mill Street

Address

Parish, NY 13131

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 Mistey Reeves, Assistant Purchasing Agent at 409-835-8593 or via email at: [mistey.reeves@jeffcotx.us](mailto:mistey.reeves@jeffcotx.us). If not response in 72 hours, contact Deborah Clark, Purchasing Agent at 409-835-8593 or via email at: [deb.clark@jeffcotx.us](mailto:deb.clark@jeffcotx.us). Please reference Bid Number: IFB 23-053/MR.

### SCOPE OF PROJECT:

It is the intent of Jefferson County to solicit aviation fuel bids for the Jack Brooks Regional Airport. **The contract shall be for a period of three (3) years from November 1, 2023 through October 31, 2026.**

### Price Formula

Price for AV Gas Low Lead 100 is the price in effect at time of delivery and is based on a formula price using Platts, U.S. Gulf Coast pipeline mid using Monday through Friday average effective on Tuesdays, plus bidder's markup per gallon, plus tax in effect.

Price for Jet A is the price in effect at the time of delivery and is based on a formula price using Platts, U.S. Gulf Coast pipeline mid using Monday through Friday average effective on Tuesdays, plus freight, plus bidder's markup per gallon, plus tax in effect.

Prices will be based on the previous week's average. The Weekly report will be the reference for prices for all purchases made beginning the following Wednesday for a period of one (1) week, which would be from Wednesday through Tuesday.

Bidder will furnish a computer printout each week showing the above calculations and prices in effect for the period, to be emailed to Megan Kitchens, Airport Financial Analyst at [megan.kitchens@jeffcotx.us](mailto:megan.kitchens@jeffcotx.us) and Elisabeth LeBlanc, Airport Fuel Supervisor at [Elisabeth.leblanc@jeffcotx.us](mailto:Elisabeth.leblanc@jeffcotx.us).

All price changes will be emailed to Megan Kitchens, Airport Financial Analyst at [megan.kitchens@jeffcotx.us](mailto:megan.kitchens@jeffcotx.us) and Elisabeth LeBlanc, Airport Fuel Supervisor at [elisabeth.leblanc@jeffcotx.us](mailto:elisabeth.leblanc@jeffcotx.us) and any other airport personnel as requested.

Bids not based on the above formula prices shall be rejected.

Quote F.O.B. delivered to storage tanks, Jack Brooks Regional Airport, Beaumont, Texas, with delivery and unloading charges prepaid. Bidder bears freight charges.

As of August 15, 2023, Jefferson County is subject to and pays taxes and fees as follows:

<b>Tax or Fee</b>	<b>AV Gas Low Lead 100</b>	<b>Jet A</b>
FET	\$0.19400	\$0.24300
Fed Lust	\$0.00000	\$0.00100
Fed Oil Spill	\$0.00214	\$0.00214
Fed Superfund Fee	\$0.00390	\$0.00390
Texas Petro Delivery	\$0.00082	\$0.00000
<b>Total Tax/Fee per Gallon</b>	<b>\$0.20086</b>	<b>\$0.25004</b>

Include state fees and federal taxes totaling \$0.20086 per gallon on AV Gas Low Lead 100 and federal taxes of \$0.25004 per gallon on Jet A in your price.

Bidder shall furnish a copy of published specifications for fuels required under this invitation to bid.

There is no expressed or implied obligation for Jefferson County to reimburse responding bidders for any expense incurred in preparing bids in response to this request, and Jefferson County will not reimburse bidders for these expenses.

#### **Approximate Annual Usage**

Estimated volume is indicated below. No promise is made or implied that these quantities will be purchased. Orders will be placed on an **as-needed basis** for the duration of the contract. Purchase Orders will be released to the successful bidder as required. **Minimum Orders are not acceptable.**

#### **Contract**

This bid, when properly accepted by Jefferson County Commissioners' Court, shall constitute a contract equally binding between the successful bidder and Jefferson County. No different or additional terms will become a part of this contract. Interpretation and enforcement of this agreement shall be according to the laws of the State of Texas.

#### **Technical Specifications**

Aviation gasoline for civil and commercial service, herein referred to as AV Gas Low Lead 100, shall meet the current requirements of the American Society of Testing and Materials as set forth in the ASTM D 910, Grade 100LL.

Aviation turbine fuel, herein referred to as Jet A, shall meet the current requirements of ASTM D1655 for Kerosene-type commercial fuels, and **shall not be pre-blended with anti-icing additive.**

#### **Estimated Volume**

We estimate our purchases will be approximately as follows. In the past twelve (12) months, total Jack Brooks Regional Airport volume has been approximately 40,000 gallons of AV Gas Low Lead 100 and 740,000 gallons of Jet A. Of this volume, all was purchased by the County for resale. These figures serve as estimates only and no promise is made or implied that these quantities will be purchased.

#### **Credit Cards/"Effective" Bids**

Bids shall offer credit card processing for all major credit cards for sales to private aircraft owners and pilots. Service fees (if any) for credit cards must be included in bid. Credit card service fees will be considered when bids are evaluated. It is estimated, based on our previous experience, that our total AV Gas Low Lead 100 volume will be for resale and that 95% of this volume will be credit card sales. We can expect 90% of the Jet A resale volume will be purchased with credit cards. Bids with credit card fees will be factored in order to develop "effective" bids using increments of one cent for percentage point of credit card service fee quoted. For example, a credit card fee of 3% will cause an increment of \$0.03 to be added to the price per gallon in order to develop the "effective" bid. Bids shall include the provision of point-of-sale software and all necessary hardware, including touch-screen handling of all transactions, with integration to most accounting software. Bids must include any monthly fees for network connections and maintenance.

All point of sale software for credit card processing must also be able to handle any and all military credit card transactions. Jack Brooks Regional Airport serves military customers and must be able to process military AIRCARDS. If bidder is unable to process military customer payments, bidder must notify the County in their response.

Bidder must specify any and all software and hardware available, for point of sale and other fuel management activities.

**Branded or Unbranded**

Bids may be for Branded or Unbranded supply contracts, however bidder must specify.

**Training, Quality Control and Risk Management**

Bidders will include electronic versions of the ATA103 manual and NFPA407 manual annually at no cost to the County. Bidders offering FAA approved FAR part 139, ATA 103 training, or other training and seminars should attach such offers to their bid, including approximate costs. Training costs must be included as part of the vendor's proposal.

**Refueler**

Bid shall include provision of one (1) 3,000 gallon Jet A re-fueler truck. Jefferson County also requests one (1) optional additional 3,000 gallon Jet A re-fueler truck and one (1) optional AV Gas Low Lead re-fueler truck. Bids shall include full maintenance coverage except for tires and batteries and must be no more than five (5) years old at the time of delivery. Bidder must specify how service issues will be handled and where the repair services are located. If repair services are outside of Jefferson County, bidder must specify how they intend to move truck and if there will be a replacement truck.

If the bid proposes a lease arrangement, the lease must allow Jefferson County to terminate the lease without penalty upon thirty (30) days written notice. Other lease terms must be submitted with this proposal. Minimum truck specifications must include the following:

Jet A minimum truck specifications must include the following:

- 15 Gallon Stainless Steel Prist Tank with Viper Injection System
- Single Point Delivery
- Overflow Protection
- 240 GPM Singlepoint Nozzle with Digital Meter Readout
- Two (2) 75 GPM Overwing Nozzle fuel Flow Capability – must be driver side center-mount
- Brake Interlock
- Automatic Transmission
- Automatic Prist Injection
- Compliance with all ATA 103 Regulation and NFPA407 Regulations
- Bottom load point located on passenger side
- Diesel Engine
- LED Meters
- Aluminum or Stainless Steel Oil Cabinet
- Ladder Brackets
- Parts Manual included in Operators Manual.
- Air Conditioning

AV Gas Low Lead minimum truck specifications must include the following:

- Diesel Engine
- LED Meters
- Compliance with all ATA 103 Regulation and NFPA407 Regulations
- Stainless Steel Tank
- Overflow Protection
- Brake Interlock
- Automatic Transmission
- Bottom load point located on passenger side
- Aluminum or Stainless Steel Oil Cabinet
- Ladder Brackets
- Parts Manual included in Operators Manual
- Air Conditioning

#### **Into-Plane Contract Fuel**

Bidders may offer “Into-Plane Contract Fuel” programs. The County may accept or reject such programs independent of other items bid within this request.

#### **Co-Mingle**

Jefferson County will not accept a bid that proposes co-mingling of fuel.

#### **Signs**

The successful bidder shall provide and install signs and emblems acceptable to the Airport Manager, identifying the brand name of fuel provided, grades, and current prices. Signs shall be clearly visible to airplane personnel as they approach the fueling station.

#### **Additional Marketing Support**

Bidders desiring to offer cooperative advertising and other marketing support should attach such offer to bid. The Jack Brooks Regional Airport desires to have hats and umbrellas provided as part of a joint marketing program. Provide details of available programs and any associated cost.

#### **County Equipment**

The County owns one (1) 750 gallon capacity AV Gas Low Lead 100 truck and one (1) 3000 capacity Jet A truck.

#### **Contact**

For further information, bidder may contact Alex Rupp, Airport Director, Jack Brooks Regional Airport at 409-719-4900.

**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 ,  3 , \_\_\_\_\_.

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

Ascent Aviation Group, Inc., a subsidiary of  
Company Name World Fuel Services, Inc.

**For clarification of this offer, contact:**

One Mill Street  
Address

Landon Petty  
Name & Title

Parish NY 13131  
City State Zip

225-939-8872 N/A  
Phone Fax

  
Signature of Person Authorized to Sign

lpetty@wfscorp.com  
E-mail

Dorothy Beck  
Printed Name

VP, Business Aviation, Sales and authorized signer  
Title

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



**ACCEPTANCE OF OFFER**

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The Offer is hereby accepted for the following items: Aviation Fuel for Jack Brooks Regional Airport for a Contract Term of 3 years from November 1, 2023 to October 31, 2026.

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 23-053/MR, Term Contract for Aviation Fuel for Jack Brooks Regional Airport. 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
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**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 23-053/MR
IFB TITLE: Term Contract for Aviation Fuel for Jack Brooks Regional Airport
IFB DUE BY: 11:00 am CT, Wednesday, October 4, 2023
ADDENDUM NO.: 1
ISSUED (DATE): September 14, 2023

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: Question

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:

[Handwritten signature of Lisa Earnshaw]

Witness

Witness

[Handwritten signature of Dorothy Beck]

Authorized Signature (Respondent)

Dorothy Beck

Title of Person Signing Above

Ascent Aviation Group, Inc., a subsidiary of World Fuel
Typed Name of Business or Individual Services, Inc.

1 Mill Street, Parish, NY 13131
Address

Approved by \_\_\_ Date: \_\_\_\_\_



**JEFFERSON COUNTY PURCHASING DEPARTMENT**  
*Deborah L. Clark, Purchasing Agent*

1149 Pearl Street  
1<sup>st</sup> Floor, Beaumont, TX 77701

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

1. Question: Out of the estimated 740,000 gallons of Jet-A sold annually, can you please advise how many of those gallons are sold as contract fuel vs retail and what estimated percentage went to each contract fuel provider?

Answer: 21.2% of our Jet A fuel sales were contract fuel, the rest was retail or non-contract. We don't have a breakdown per contract fuel provider.



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 23-053/MR
IFB TITLE: Term Contract for Aviation Fuel for Jack Brooks Regional Airport
IFB DUE BY: 11:00 am CT, Wednesday, October 4, 2023
ADDENDUM NO.: 2
ISSUED (DATE): September 21, 2023

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: Question

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:

[Handwritten signature of Lisa Earnshaw]

Witness

Witness

Approved by \_\_\_ Date: \_\_\_\_\_

[Handwritten signature]

Authorized Signature (Respondent)

VP, Business Aviation, Sales and authorized signer
Title of Person Signing Above

Ascent Aviation Group, Inc., a subsidiary of World
Typed Name of Business or Individual Fuel Services, Inc.

1 Mill Street, Parish, NY 13131
Address



**JEFFERSON COUNTY PURCHASING DEPARTMENT**  
*Deborah L. Clark, Purchasing Agent*

1149 Pearl Street  
 1<sup>st</sup> Floor, Beaumont, TX 77701

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

1. Question: I have one more question, can you please confirm if the HUB participation goal is 0%?

Answer: Yes

2. Question: Please break down the jet fuel volumes into the following categories:
- a. General Aviation retail
  - b. General Aviation Contract fuel
  - c. DLA/Military
  - d. Commercial Airlines

Answer:

- a. 69.8%
- b. 2.2%
- c. 6.8%
- d. 21.2%

3. Question: For the small percentages of sales that are not credit card transactions, can you clarify how they function? Are they billed directly to the customer by the airport or are they contract fuel sales?

Answer: Yes, the airport bills customers direct. Based on volume approximately 80% is credit card sales and 20% is invoiced sales. This includes contract sales.

4. Question: Can you provide details about the signage? Number, size and type of signs. For example, are the backlit? Double or single sided? Pole mounted or flush with a structure?

Answer: We have two poles for sign mounting. The existing sign pole sign is approximately 7' to 8' wide by 9' to 10' tall. Pole sign is backlit. We also have a fuel price sign that is approximately 4' x 12', flush mounted to an exterior brick wall.



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 23-053/MR
IFB TITLE: Term Contract for Aviation Fuel for Jack Brooks Regional Airport
IFB DUE BY: 11:00 am CT, Wednesday, October 4, 2023
ADDENDUM NO.: 3
ISSUED (DATE): September 25, 2023

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: 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:

Handwritten signature of Lisa Earnshaw

Witness

Witness

Approved by Date:

Handwritten signature of Dorothy Beck
Authorized Signature (Respondent)

Dorothy Beck
Title of Person Signing Above

Ascent Aviation Group, Inc., a subsidiary of World Fuel
Typed Name of Business or Individual Services, Inc.

1 Mill Street, Parish, NY 13131
Address



**JEFFERSON COUNTY PURCHASING DEPARTMENT**  
*Deborah L. Clark, Purchasing Agent*

1149 Pearl Street  
1<sup>st</sup> Floor, Beaumont, TX 77701

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

1. Question: Can you confirm that the pricing is based on previous week's average for both products?

Answer: Yes

2. Question: Can you explain the HUB?

Answer: HUB is Historically Underutilized Business. There is no HUB requirement for this bid. If you are a HUB vendor or will utilize a HUB vendor, fill out the required forms noting that.



## BID FORM

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

### Item 1. AvGas 100 Low-Lead

Price for AvGas Low Lead 100 is the price in effect at time of delivery and is based on a formula price using Platts, U.S. Gulf Coast pipeline-mid, Monday through Friday average effective on Tuesdays, plus bidder's markup per gallon, plus tax in effect.

AvGas estimated annual sales are approx. 40,000 gallons, however to make bidding easier, the average annual amount will be 41,000 gallons, based on an average of 8,200 gallons per load delivered and 5 deliveries per year.

Line	Per Gallon Description	Unit Price per Gallon
A.	Platts Reference Price on [08/29/2023]	\$ 3.17608 *
B.	Bidder's Markup (Dollars not Percentage)	\$ 1.22392
C.	Federal Excise Tax	\$ 0.19400
D.	Federal Oil Spill Tax	\$ 0.00214
E.	Federal Superfund Fee	\$ 0.00390
F.	Texas Petro Delivery	\$ 0.00082
G.	Transport Per Gallon (If Applicable)	\$ 0.15174
H.	Subtotal Fees per Gallon (Sum A to G)	\$ 4.75260
I.	Estimated Annual Quantity (Gallons)	41,000
J.	Annual Price (Line H times Line I)	\$ 194,856.60

K.	Fee per Delivery (If Any):	\$ 0
L.	Est Deliveries per Year	5
M.	Annual Delivery Price (Line K times Line L):	\$ 0.00

N.	Annual Total Cost for Delivered Fuel: (Line J plus Line M):	\$ 194,856.60
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Please Note: We would like to also offer rack pricing from Deer Park, TX as an alternative supply, but this price will not be tied to Platt's.

Deer Park - 8/29/2023 - \$4.08000  
 Federal Excise Tax 0.19400  
 Federal Oil Spill 0.00214  
 Federal Superfund Fee 0.00390  
 Texas Petro Delivery 0.00082  
 Transport Per Gallon 0.12036  
 Subtotal Fees per Gallon \$4.40122  
 Estimated Annual Quantity - 41,000  
 Annual Price \$180,450.02

## Item 2. Jet A

Price for Jet A is the price in effect at time of delivery and is based on a formula price using Platts, U.S. Gulf Coast pipeline-mid, Monday through Friday average effective on Tuesdays, plus bidder's markup per gallon, plus tax in effect.

AvGas estimated annual sales are approx. 740,000 gallons, however to make bidding easier, the average annual amount will be 742,600 gallons, based on an average of 7,900 gallons per load delivered and 945 deliveries per year.

Line	Per Gallon Description	Unit Price per Gallon
O.	Platts Reference Price on [08/29/2023]	\$ 3.05344 *
P.	Bidder's Markup (Dollars not Percentage)	\$ 0.09404
Q.	Federal Excise Tax	\$ 0.24300
R.	Federal LUST Tax	\$ 0.00100
S.	Federal Oil Spill Tax	\$ 0.00214
T.	Federal Superfund Fee	\$ 0.00390
U.	Transport Per Gallon (If Applicable)	\$ 0.06853
V.	Subtotal Fees per Gallon (Sum O to U)	\$ 3.46605
W.	Estimated Annual Quantity (Gallons)	742,600
X.	Annual Price (Line V times Line W)	\$ 2,573,888.73

Y.	Fee per Delivery (If Any):	\$ 0
Z.	Est Deliveries per Year	95
AA.	Annual Delivery Price (Line Y times Line Z):	\$ 0.00

AB.	Annual Total Cost for Delivered Fuel: (Line X plus Line AA):	\$ 2,573,888.73
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\*Platt's is a copyrighted publication but the Platt's previous weeks average will be posted on the County's price letter.

## Item 3. Credit Cards Honored and Service Fees:

Please provide service rates per card identified and any other cards honored:

AMEX	3.25	%
VISA	2.25	%
MasterCard	2.95	%
Discover	3.30	%
MultiServe	3.35	%
AIR Card	4.00	%

AVCard	1.95	%
Other:P66 Co-brand Avcards (Wings)	0.00	%
Other: P66 Personal Card	0.00	%
Other: WFS Contract Fuel Card	0.00	%

**Item 4. Additional Marketing Support**

Bidder must include cost for annual marketing support, co-op advertising, etc.  
 Bidder may include detailed marketing programs available with proposal.

\$ 0.005 per gallon
---------------------

**Item 5. Refueler Truck -Required Primary**

3,000 Gallon Jet A Refuler Truck - Annual Cost:	\$ 24,000.00
Year/Make/Model: 2020 International 7300	

**Item 6. Refueler Trucks - Optional Additional**

3,000 Gallon Jet A Refuler Truck - Annual Cost:	\$ 27,000.00
Year/Make/Model: 2023 International 7300	

AvGas Refuler Truck - Annual Cost:	\$ 14,400.00
Year/Make/Model: 2023 Isuzu NPR	

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

## 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: Houston Executive Airport Services, Houston Executive Airport (KTME)

Address: 1900 Cardiff Road, Brookshire, TX 77423

Contact Person and Title: Andrew Perry, Executive Director

Phone: 281-945-5415 Fax: N/A

Email Address: aperry@houstonexecutiveairport.com Contract Period: 5/1/2015 - 4/30/2025

Scope of Work: P66 branded dealer, credit card processing, equipment leasing, contract fuel, training

#### REFERENCE TWO

Government/Company Name: City of Sulphur Springs, Sulphur Springs Municipal Airport (KSLR)

Address: 1220 Cessna Drive, Sulphur Springs, TX 75482

Contact Person and Title: Joey Baker, Director of Aviation

Phone: 903-885-4911 Fax: N/A

Email Address: jbaker@sulphurspringstx.org Contract Period: 11/01/2005 - present

Scope of Work: P66 branded dealer, credit card processing

#### REFERENCE THREE

Government/Company Name: City of Gainesville, Gainesville Municipal Airport (KGLE)

Address: 2300 Airport Drive, Gainesville, TX 76240

Contact Person and Title: Dave Vinton, Airport Manager

Phone: 940-668-4565 Fax: N/A

Email Address: dvinton@cogtx.org Contract Period: 1/15/2008 - present

Scope of Work: P66 branded dealer, credit card processing, refueler leasing

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.

Ascent Aviation Group, Inc., a subsidiary of  
Bidder (Entity Name) World Fuel Services, Inc.

One Mill Street  
Street & Mailing Address

Parish, NY 13131  
City, State & Zip

315-625-7299  
Telephone Number

dbeck@wfscorp.com  
E-mail Address

  
Signature

Dorothy Beck  
Print Name

SEPTEMBER 28, 2023  
Date Signed

315-625-4226  
Fax Number

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

**CERTIFICATION REGARDING LOBBYING**



Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

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

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

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

 <hr style="border: 0; border-top: 1px solid black; margin: 5px 0;"/>
<b>Signature of Contractor's Authorized Official</b>
Dorothy Beck, VP, Business Aviation, Sales and authorized signer
<b>Name and Title of Contractor's Authorized Official (Please Print)</b>
 <hr style="border: 0; border-top: 1px solid black; margin: 5px 0;"/>
<b>Date</b>

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

CONFLICT OF INTEREST QUESTIONNAIRE

<b>CONFLICT OF INTEREST QUESTIONNAIRE</b> For vendor doing business with local governmental entity		<b>FORM CIQ</b>
<p><b>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</b></p> <p>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).</p> <p>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.</p> <p>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</p>	<b>OFFICE USE ONLY</b> Date Received	
<p><b>1</b> Name of vendor who has a business relationship with local governmental entity.</p> <p style="text-align: center;">N/A</p>		
<p><b>2</b> <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire.</p> <p>(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.)</p>		
<p><b>3</b> Name of local government officer about whom the information in this section is being disclosed.</p> <p style="text-align: center;">_____</p> <p style="text-align: center;">Name of Officer</p> <p>This section (item 3 including subparts A, B, C, &amp; 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.</p> <p>A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the vendor?</p> <p style="text-align: center;"><input type="checkbox"/> Yes      <input type="checkbox"/> No</p> <p>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?</p> <p style="text-align: center;"><input type="checkbox"/> Yes      <input type="checkbox"/> No</p> <p>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?</p> <p style="text-align: center;"><input type="checkbox"/> Yes      <input type="checkbox"/> No</p> <p>D. Describe each employment or business and family relationship with the local government officer named in this section.</p>		
<p><b>4</b></p> <p style="text-align: center;">_____      _____</p> <p style="text-align: center;">Signature of vendor doing business with the governmental entity      Date</p>		

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**

<b>LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT</b>		<b>FORM CIS</b>
<p><small>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</small></p> <p><small>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.</small></p>		<b>OFFICE USE ONLY</b>
<b>1</b>	<b>Name of Local Government Officer</b>	Date Received
N/A		
<b>2</b>	<b>Office Held</b>	
<b>3</b>	<b>Name of vendor described by Sections 176.001(7) and 176.003(a), Local Government Code</b>	
<b>4</b>	<b>Description of the nature and extent of employment or other business relationship with vendor named in item 3</b>	
<b>5</b>	<p><b>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).</b></p> <p>Date Gift Accepted _____ Description of Gift _____</p> <p>Date Gift Accepted _____ Description of Gift _____</p> <p>Date Gift Accepted _____ Description of Gift _____</p> <p align="center"><small>(attach additional forms as necessary)</small></p>	
<b>6</b>	<p><b>AFFIDAVIT</b></p> <p align="center"><small>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.</small></p> <p align="right">_____</p> <p align="right"><small>Signature of Local Government Officer</small></p> <p><small>AFFIX NOTARY STAMP / SEAL ABOVE</small></p> <p>Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20____, to certify which, witness my hand and seal of office.</p> <p>_____  <small>Signature of officer administering oath      Printed name of officer administering oath      Title of officer administering oath</small></p>	

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 If freight carriers meet the standards required to haul aviation fuel, we will allow HUB subcontractor participation.

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

**Did the Prime Contractor/Consultant . . . ?**

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

**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.**

Dorothy Beck  
\_\_\_\_\_  
Printed Name of Authorized Representative

  
\_\_\_\_\_  
Signature

VP, Business Aviation, Sales and authorized signer  
\_\_\_\_\_  
Title

SEPTEMBER 28, 2023  
\_\_\_\_\_  
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 If freight carriers meet the standards required to haul aviation fuel, we will allow HUB subcontractor participation.

**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:           N/A           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: \_\_\_\_\_

---

<u>Dorothy Beck</u> Printed Name of Contractor Representative	 Signature of Representative	<u>SEPTEMBER 28, 2023</u> Date
_____	_____	_____
Printed Name of HUB	Signature of Representative	Date

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

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

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

### HISTORICALLY UNDERUTILIZED BUSINESS (HUB) SUCONTRACTING PARTICIPATION DECLARATION FORM

PAGE 1 OF 4

Bidder intends to utilize Subcontractors/Subconsultants in the fulfillment of this contract (if awarded).

Yes  No If freight carriers meet the standards required to haul aviation fuel, we will allow HUB subcontractor participation.

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

PAGE 2 OF 4

HUB Subcontractor Disclosure

PART I: Continuation Sheet (Duplicate as Needed)

HUB Subcontractor Name: \_\_\_\_\_

HUB Status (Gender & Ethnicity): \_\_\_\_\_

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

Address: \_\_\_\_\_  
Street City State Zip

Contact person: \_\_\_\_\_ Title: \_\_\_\_\_

Phone (with area code): \_\_\_\_\_ Fax (with area code): \_\_\_\_\_

Proposed Subcontract Amount: \$ \_\_\_\_\_ Percentage of Prime Contract: \_\_\_\_\_ %

Description of Subcontract Work to be Performed: \_\_\_\_\_

HUB Subcontractor Name: \_\_\_\_\_

HUB Status (Gender & Ethnicity): \_\_\_\_\_

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

Address: \_\_\_\_\_  
Street City State Zip

Contact person: \_\_\_\_\_ Title: \_\_\_\_\_

Phone (with area code): \_\_\_\_\_ Fax (with area code): \_\_\_\_\_

Proposed Subcontract Amount: \$ \_\_\_\_\_ Percentage of Prime Contract: \_\_\_\_\_ %

Description of Subcontract Work to be Performed: \_\_\_\_\_

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

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

HISTORICALLY UNDERUTILIZED BUSINESS (HUB)
SUCONTRACTING PARTICIPATION DECLARATION FORM

PAGE 3 OF 4

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

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:

- [X] 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 [X] 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: Sprint Transportation
Address: 9918 Chemical Road, Pasadena TX 77507
Contact person:
Phone (with area code): 832-485-9190
Proposed Subcontract Amount: \$
Description of Subcontract Work to be Performed: Freight Hauler

Subcontractor Name: Alliance Tank Lines
Address: 150 Industrial Avenue, Natchitoches, LA 71457
Contact person:
Phone (with area code): 318-453-6572
Proposed Subcontract Amount: \$
Description of Subcontract Work to be Performed: Freight Hauler

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 Ascent Aviation Group, Inc. [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.):		16-1353957
Company Name submitting bid/proposal:		Ascent Aviation Group, Inc., a subsidiary of World Fuel Services, Inc.
Mailing address:	One Mill Street, Parish, NY 13131	
If you are an individual, list the names and addresses of any partnership of which you are a general partner:		

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

Jefferson County Tax Acct. No.*	Property address or location**
N/A	

\* This is the property amount identification number assigned by the Jefferson County Appraisal District.  
 \*\* For real property, specify the property address or legal description. For business property, specify the address where the property is located. For example, office equipment will normally be at your office, but inventory may be stored as a warehouse or other location.

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

### 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.

Ascent Aviation Group, Inc., a subsidiary of World Fuel Services, Inc.

**Company Name**

IFB 23-053/MR

**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 New York COUNTY OF Oswego

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

on this day personally appeared Dorothy Beck, who  
(name)

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


"I, Dorothy Beck am a duly authorized officer of/agent  
(name)  
for Ascent Aviation Group, Inc., a subsidiary of and have been duly authorized to execute the  
(name of firm) World Fuel Services, Inc.  
foregoing on behalf of the said Ascent Aviation Group, Inc., a subsidiary of World Fuel Services, Inc.  
(name of firm)

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

Name and address of Bidder: Ascent Aviation Group, Inc., a subsidiary of World Fuel Services, Inc.  
One Mill Street, Parish, NY 13131

Fax: 315-625-4226 Telephone# 315-625-7299

by: Dorothy Beck Title: VP, Business Aviation, Sales and authorized signer  
(print name)


Signature: 

SUBSCRIBED AND SWORN to before me by the above-named

Dorothy Beck on

this the 28 day of September, 2023.

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

  
Notary Public in and for  
the State of New York

**CHRISTY S. PHILLIPS**  
Notary Public, State of New York  
Qualified in Oswego County  
Reg. No. 01H6436306  
My Commission Expires July 11, 2026



## A Partnership with Jack Brooks Regional Airport



**Combined  
Supply Strength**



### Proposal Benefit Highlights

- Offering the Phillips 66® Branded Program - Pilots and FBO's have trusted the brand for more than 80 years
- One (1) 2023 3,000 Gallon Jet Refueler at Discounted Monthly Rate of \$2,200
- One (1) 2020 3,000 Gallon Jet Refueler at Discounted Monthly Rate of \$2,000
- One (1) 1,500 Gallon Avgas Refueler at Discounted Monthly Rate of \$1,200
- Net 30 Day Payment Terms
- Access to World Fuel Aviation On-Line, NATA PLST and Phillips 66 Trusted Fuel sites for Self-Service Training
- Access to Phillips 66 On-Site Training Courses in the Northeast
- Access to WFS Network Portal to Reprint Invoices, BOL's-Delivery Documents, Credit Card Reporting, Pricing and Transaction Journals
- Phillips 66 AVCARD® (0%), World Fuel Contract Fuel (0%) and AVCARD® by World Fuel (1.95%), Visa, Mastercard & Amex (2.25%) Processing Fee Savings
- Industry leading Marketing Support with Worldwide Capability
- Access to Sustainability Expert to Help Educate and Programs to Help Execute

## **WORLD FUEL SERVICES, INC. CAPABILITIES AND EXPERIENCE**

Thank you for the opportunity to present a bid for fuel supply and branded programs to Jack Brooks Regional Airport.

Over the past thirteen years, World Fuel has grown into the largest single network of FBOs in the United States and around the globe. World Fuel currently supplies nearly 2,000 FBO locations with 587 locations branded with the World Fuel Services network which encompasses our Phillips 66 and World Fuel Services branded FBOs.

Our unique strengths give you **the competitive edge to drive your business**. You can harness our aviation expertise and reliable fuel supply to enhance your core operations. Our ongoing investments in technology, payment processing solutions, and loyalty programs not only provide operational efficiency, but when combined with World Fuel's network strength, you become pilot-preferred.

### **What makes World Fuel Services unique:**

- Massive supply positions in the pipeline supplying Commercial as well as Business and General Aviation sectors
- Largest refueler fleet and support team in the industry
- Only supplier with aviation industry retail global card - AVCARD® by World Fuel
- Owner of widely used FBO software (Total Aviation Software, avPOS, totalFBO and fbo360)
- Global loyalty program with bank of points funded by supplier - World Fuel Rewards
- Sustainability – in-house expertise (World Kinect Energy Services) provides our customer's unique options to offer cleaner, sustainable fuel and programs

## WORLD FUEL SERVICES, INC. CAPABILITIES AND EXPERIENCE

**We are pleased to offer the Phillips 66® Brand to Jack Brooks Regional Airport.**

World Fuel Services currently supplies over 600 FBO's. As Phillips 66's largest marketer in the United States, most of our FBO's are branded Phillips 66 and more than 150 are branded World Fuel Services. Many of our supplied FBO's are small to mid-sized, so we understand your needs. Our commitment is to help you sell more fuel, more profitably and more safely. We have the right people and programs to accomplish this objective.



**Combined Supply  
Strength**



- Phillips 66 remains an industry leader, providing forward-thinking programs and quality fuel for both the flying community and their vast network of high-quality FBOs.
- Our affiliation with Phillips 66 further insures supply reliability. As the largest refiner/producer of avgas in North America, Phillips 66 and World Fuel have access to more avgas supply points than our competitors who are nearly completely reliant on third party independent refiners for their avgas supply. As avgas becomes harder and harder to source, this advantage becomes ever more valuable to our customers.
- **Phillips is the only manufacturer of Avgas 100LL with a brand in Aviation, contrasted with a merchant refiner who makes it and sells it to the marketplace. As such, Phillips' care and custody of the product extends from refinery to wingtip even if there is a third-party supply source.**

### **100UL AvGas**

There are four potential 100UL fuels that may come on to the market as an effort to remove lead from aviation gas by 2030. Three of the four potential fuels are being vetted through the ASTM product specification standards program. One of the fuels, GAMI G100UL, has been approved as an STC candidate fuel, but is not commercially available at this time. GAMI is also not vetted through the ASTM process.

Phillips 66 is currently in the first round of testing with the FAA. Plans are to develop a drop-in replacement product that would be compatible with current storage, refueling equipment and aircraft without requiring STC's. An important update is about to be published on the Trusted Fuel website.

**WORLD FUEL SERVICES, INC.  
CAPABILITIES AND EXPERIENCE**

**The trusted global network  
providing energy solutions  
and enabling global  
commerce**

We collaborate with transportation, commercial, and industrial partners to provide energy solutions that best suit their needs – wherever, whenever.

Our team of certified energy managers, brokers, traders, engineers, and risk professionals ensure that energy challenges are solved safely and reliably.

**Aviation** 11,000+ Customers  
7.1 Billion Gallons Sold  
4,200+ Airports

**Marine** 2,500+ Customers  
15M MT Sold  
1,400+ Seaports

**Land** 140,000+ Customers  
4.3 Billion gallons sold

**Fortune** 2023  
**#70**  
Fortune 500



**18.3B**  
Gallons Sold



**200+**  
Countries & Territories



**50+**  
Energy Products



**\$59B**  
2023 Revenue



**5K+**  
Global Professionals



**\$8.1B**  
Total Assets

## RELIABLE SUPPLY

### Primary supply position with dedicated inventories of Jet A, Avgas and De-Ice



### Reliable Supply

- Jet – Primary Supply point will be Pasadena, TX
- Avgas – Primary Supply point will be Deer Park, TX
- 24/7 dispatch and customer support to solve supply disruptions, weather emergencies and high-volume events

### Inventory holder throughout the U.S. supply chain

- Provides a distinct advantage during supply disruptions
- Vast web of on-airport and off-airport inventories

### Strategic Relationships

- 30+ refiners, 250 terminals and 100 freight carriers
- Shipper on all major pipelines
- Extensive relationships with refiners and terminal operators



**Combined  
Supply Strength**



## 99% ON-TIME DELIVERY



- Fuel deliveries will be handled by our Parish, NY office and can be ordered by telephone at 800-272-3681 or by email at [BGA-Parish-Dispatch@wfscorp.com](mailto:BGA-Parish-Dispatch@wfscorp.com). Back up will be from our Tampa, FL, office.
- 24/7 dispatch and customer support network with Coast-to-Coast coverage allows us to respond to any emergency delivery that may be required. All fuel deliveries will be carefully scheduled and tracked by our logistics team.
- 24-hour delivery service (next business day) when order is placed before 9am the previous day and primary terminals and common carriers are operating normally. We reserve the right to exceed this window if circumstances are beyond our control, such as the common carriers schedule, an environmental event, or a terminal outage or closure. Weekly advance ordering is encouraged to ensure carrier availability.
- Transport carriers who use aviation dedicated tankers for deliveries are contracted
- A checklist to ensure that proper quality control procedures are followed with each delivery
- Checklists are sent to our Dispatch/Supply Team where they are reviewed for thoroughness and accuracy

## CREDIT CARD PROGRAM



### Retail Cards



Payment Type	Processing Rates
Phillips 66 Proprietary Consumer Card	0%
Phillips 66 Wings AVCARD (Red Card)	0%
AVCARD® by World Fuel (Blue Card)	1.95%
VISA (Qualified & NonQualified)	2.25%
MasterCard (Qualified)	2.75%
MasterCard (Non-Qualified)*	2.95%
American Express	3.25%
Discover	3.30%
MultiService	3.20%
AIR Card (Non-Contract)	4.00%



### Contract Fuel



Contract Fuel Card Type	Processing Rate
World Fuel Contract Fuel	0%
Other Resellers thru WFS	No Fees

- A comprehensive program designed to provide FBOs with tailored payment solutions & new business opportunities
- A truly global contract fuel program connecting your FBO to a network of over 4,200 locations
- Training and technical support will be provided at no charge with a simple phone call - Customer Service 24/7 – 800-272-3681
- System provides daily settlement and receipts with detailed reporting
- Payment Processed Within 72 Hours – EFT if preferred by the City

## FBO SOFTWARE

### avPOS

**The world's largest business and general aviation payment processing platform**

An affordable, web-based desktop and mobile point-of-sale payment solution. The avPOS card processing platform is 100% web-based and complies with global, secure payment application practices.

Built on the largest aviation processing network, **avPOS**, our payment processing and FBO software is easy and **used by more than 3,000 locations**.

**avPOS is free of charge to Jack Brooks Airport with award of bid.**

FBO SOFTWARE BUILT FOR EVERY NEED

### fbo360

fbo360 is a cloud-based software application that offers FBOs an intuitive billing and task management system. Key features include the ability to maintain customer information, preferences, reservations, invoicing and industry-leading point of sale capabilities through avPOS.

### totalAviation software

Built on a modern technology platform that allows for flexibility, Total Aviation Software features several management modules for fuel management, card processing via avPOS, concierge services, and CRM. Customize the software, reduce costs, and process transactions straight from the ramp.

### totalFBO

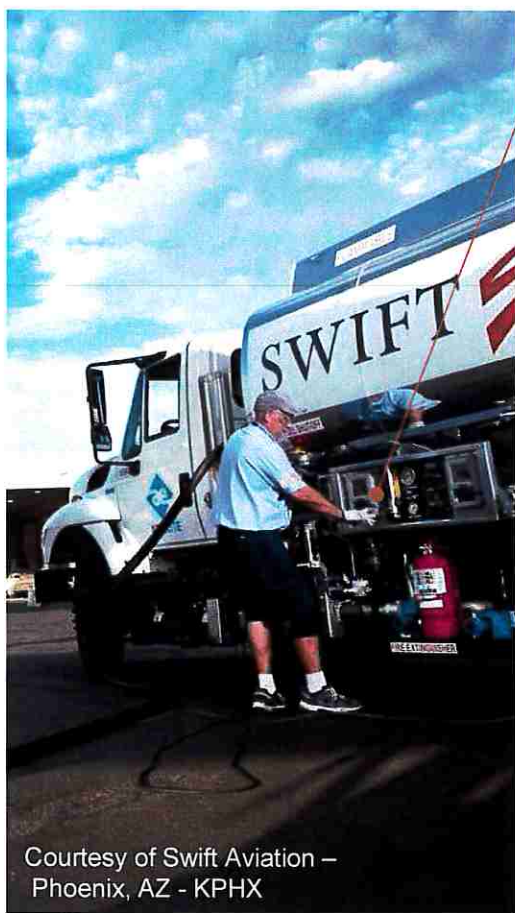
Ease the administrative burden of almost any department with totalFBO, a software program written specifically for managing aviation operations and finances. The modular system lets you access instant interdepartmental data in one program.



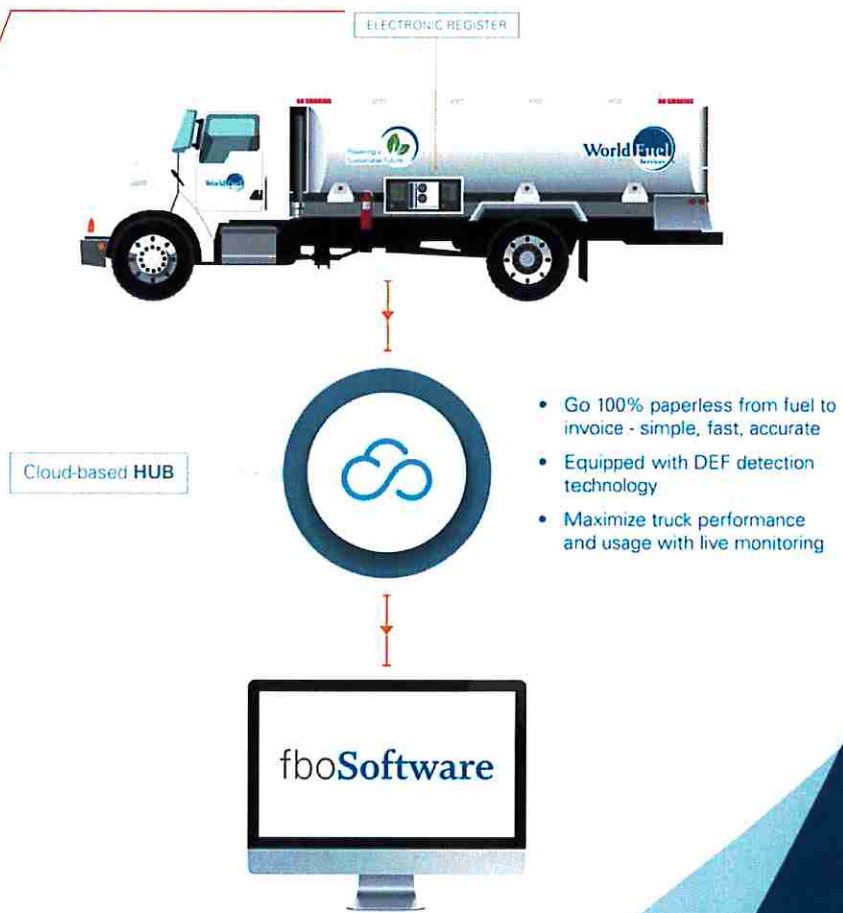
## INTEGRATED TRUCK TECHNOLOGY

### TCS Meters and Hub Technology

- Ensure seamless transaction management within your custom application
- Integrated technology and truck metering options
- Electronically collect delivery information
- Cellular, radio, bluetooth or wi-fi communication
- Export information to 3rd party software automatically
- Wirelessly transmit delivery data from the truck to the back office through cellular communication.



Courtesy of Swift Aviation – Phoenix, AZ - KPHX



## QUALITY ASSURANCE PROGRAM



### World Fuel Services and Phillips 66® Quality Assurance Program:



**World Fuel Services is not just another fuel distributor.** world-wide expertise is on display every day from reliable fuel supply, to on-airport ground handling, into-plane services, contract fuel sales and carbon reduction programs.

Phillips 66 is the sole remaining legacy oil brand in the US Marketplace. Their commitment to aviation cannot be disputed, evidenced in part by extensive 100LL manufacturing and pursuit of unleaded Aviation Gasoline. P66 brand affiliation brings confidence to all and includes the full complement of oil company technical support resources.

The best of both worlds - World Fuel Services' Quality Assurance (QA) Expertise and the Phillips 66® technical offerings

Internationally Recognized Quality Assurance Team participates on global industry standard committees such as ASTM, JIG and A4A

World Fuel Supply Partners, Storage and Terminals are assessed to ensure alignment with EI-1595 and/or EI-1530 pre-airfield distribution standards

Contract grade-dedicated road transport companies and drivers must complete the World Fuel Services' quality and safety training program

Phillips 66® branded locations are inspected virtually on a bi-annual basis, which includes fixed and mobile equipment inspections of fuel testing procedures, proper use of fuel testing equipment, fuel farm operation and maintenance, refueler operation and maintenance, and record keeping at no charge



# TRAINING PLATFORM

## Phillips 66® On-line Training

- Exclusive to Phillips 66® branded dealers
- One-stop resource for Phillips 66® aviation fuel handling guides and manuals, health, safety and environmental information, technical specifications and training enrollment
- Phillips 66® aviation quality control training videos provide step-by-step fuel quality assurance testing procedures
- Complimentary access to suite of industry guidance from Energy Institute and Gammon Technical Products [www.trustedfuel.com](http://www.trustedfuel.com)

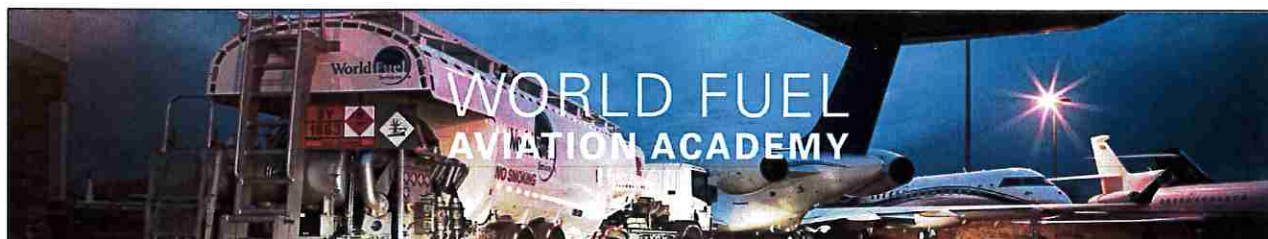
Sample pages from [trustedfuel.com](http://trustedfuel.com)

The image shows two overlapping screenshots of the Phillips 66 Aviation website. The background screenshot is the 'TRUSTED AVIATION FUEL' page, which features a navigation bar with 'FUTURE OF AVGAS', 'ONLINE RESOURCES', 'LOGIN', and 'Phillips66Aviation.com'. Below the navigation is a large banner with the text: 'As one of the largest refiners in the United States and a top supplier of jet fuels and avgas to private, commercial, and military aviation - Phillips 66® Aviation is dedicated to producing fuels that keep our industry flying and providing the technical support to ensure that your FBO is ready to deliver clean, dry and on-spec fuel to your customers.' Below the banner are four main sections: 'ONLINE RESOURCES' (with a 'Save a Life Verify Fuel Type' logo), 'THE FUTURE OF AVGAS' (marked 'COMING SOON'), 'BECOME A BRANDED FBO', and 'PHILLIPS 66 BRANDED FBO'. The foreground screenshot is the 'RESOURCE CENTER FOR FUEL HANDLERS' page, which includes a search bar, a 'Welcome to the Resource Center' message, and a featured webinar titled 'Phillips 66 Aviation Webinar "23 Seconds - Can Make a Difference"'. A sidebar on the left lists categories like 'Home', 'Misfueling Prevention', 'The Future of Avgas', 'Quality Assurance Obligations', 'Fuel', 'Training', 'Forms & Calculators', 'Equipment & Inventory', 'Health, Safety & Environmental', 'Aircraft Accidents', 'Marketing', and 'Library'. The bottom of the foreground page features 'Featured Resources' including 'Fuel Handling Guide', 'Misfueling Prevention', 'Quick Links', 'Energy Institute', and 'Tech Topics'.

## TRAINING PLATFORMS

### Access to NATA Safety Courses

- As a Phillips 66 branded dealer, NATA Membership is offered at the significantly reduced rate of \$199 per year
- Self-paced, self-directed and easy to administer online training – Profession Line Service Training (PLST) Initial/Recurrent, Line Service Supervision & Training Management, Self-Fueling and Ramp Safety, De/Anti-Icing, Customer Service, Safety & Security (CSSS)
- **Subscription Model** - NATA Membership Fee Required – As a Phillips 66 dealer, annual subscription is discounted to \$99 per employee per year (Transfers to new hires for any exiting employees)
- Reimbursement of NATA paid invoice will be funded from your Co-op fund at 100% of the invoice total, when funds are available
- More details on NATA website regarding training modules: [NATA Training Course Descriptions](#)



### World Fuel Aviation Academy On-line Training Customer Service Training

- Industry and World Fuel specialized training courses available to all network locations
- Enroll and monitor your team's training
- Courses developed and added regularly to evolve aviation knowledge
- World Fuel Aviation Academy provides free access 24/7 for your team to support products & services and industry training
- Load your training to have a one source training

## REFUELER LEASING & SUPPORT

We bring **expertise** and **industry best practices** to provide technical solutions tailored to your operation's specific needs. From the provision of vehicles and equipment to access to industry-standard training and quality assurance support, we leverage the knowledge and resources of our global team to help your operation run safely and efficiently.

- Equipment department is available at 800-272-3681 for technical support and parts orders and is located at our Parish, NY office.
- Chassis and Product Technicians specializing in aviation equipment are available 24/7.
- World Fuel has service technicians located throughout the continental U.S. Most of our technicians service locations located 5-10 hours from their home base. Additionally, depending on the level of repair service needed, we can fly our senior technicians to your location.
- **Maintenance Responsibilities** – Jefferson County would be responsible for preventative maintenance of the trucks including:
  - Changing air filter, changing engine oil and filter, record condition of the transmission, fuel line & filters, check and top off antifreeze and coolants, check and replace belts as necessary. A full list of the PM is attached for your review.
- Sizable loaner fleet supported by equipment specialists and OEM partners to accommodate emergency repairs and special events. The loaner would be free of charge, but possible transportation charges may apply.

***Refuelers offered are built with the latest technology that allows remote monitoring so proactive troubleshooting can occur vs reactive responding.***



## CONTRACT FUEL

### World Fuel has the largest contract fuel program in the world

As a global company and fuel supplier, World Fuel Services serves 94% of all business aviation aircraft operating in the global market today. This includes supply agreements with both international and domestic aircraft customers, Part 121 commercial airlines, Part 91, Part 135, and fractional operators. World Fuel Contract Fuel Program meets their needs with trade credit terms, credit risk, pricing, and supply requirements, more than 4,200 locations accept World Fuel Contract Fuel.

#### Highlights of the Contract Fuel Program include:

- Seamless processing with either TAS or preferred software.
- Only fuel supplier with Digital Card Program providing Contract Fuel & Retail Aviation Cards accessible for cardholders through Apple iOS and Android.
- Process any aviation fuel product through the program with a 0% processing fee.
- Set your own into-plane fees and volume tiers to meet sales and profitability objectives.
- Electronic payment deposits via EFT in 72 business hours, same as credit cards are.
- World Fuel awards customers with World Fuel Rewards on every World Fuel Contract gallon purchased at your FBO.

### FASST (FBO and Airport Solutions Sales Team)

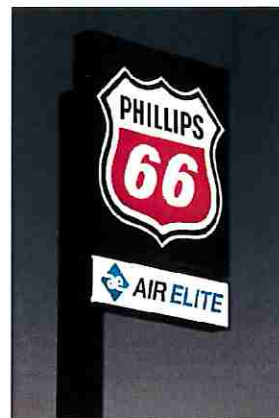
The only fuel supplier with a dedicated sales team to work with the Airport and flight departments to ensure we convert card transactions to your preferred payment method, increasing revenue and reducing expenses.

- FASST will work one-on-one to understand your business growth goals through consistent communication, meetings and measurable data tracking.
- Advocate for the Airport, by working within your plan and assisting in converting customers with high fee cards to World Fuel Contract Fuel or AVCARD.
- Target new business, understand the market, and market promotions/special events with World Fuel Rewards
- Collaborate between Airport / FBO and Flight Department Team / Customer to ensure customer satisfaction.
- Access to World Fuel's database, which aggregates five of the top industry flight-tracking providers into a single dataset, for competitive intelligence and refined sales strategy.

## PHILLIPS 66 PROGRAMS

### Phillips 66® Branding

- Signage provided - pole and/or building signs available in different sizes
- Installation costs will be the responsibility of World Fuel Services
- Responsibility of permits and power to the sign is the responsibility of the FBO
- Decals and marketing materials for fuel trucks, fuel system, counters, and building at no cost



### Phillips 66® Excess Liability Program

The Phillips 66 excess liability coverage different than all others. It goes beyond just fuel quality and covers fueling operations. Part of being an aviation service provider is taking on calculated risks. To help you mitigate those risks, Phillips 66 Aviation provides branded dealers with \$50 million excess liability insurance coverage. This provides important supplemental coverage over and above your primary insurance policy, for certain risks associated with fueling-related incidents. There is a minimum base coverage of \$1,000,000 in liability insurance required by the FBO. Full details of the program can be provided at any time.

### Phillips 66® Crisis Management Plan

All Phillips 66 emergency protocol material including forms, posters and reporting process will be provided to FBO. All reported incidents will be coordinated by Phillips and a report of findings will be provided using the P66 inspection process.

Everything possible is done to insure delivery of clean, dry, and on-spec product. Very rarely there are situations where product is delivered or comes off spec while in storage. In those cases, a call to our office starts a process where product is tested at a certified lab. If found to be off-spec it is removed and disposed of safely. We then work with a qualified contractor to insure all equipment is suitable for product storage and can be safely returned to service.

In the event that it is found that off-spec product is delivered to the facility, all costs are covered by Phillips 66 and/or WFS.



## MARKETING

Our **Marketing as a Service** program is designed to support your marketing sales growth and achieve business objectives.

World Fuel will support your marketing goals through:

- FBO Spotlight social media posts
- Social media text copy and design support customized for your media channels
- Press strategies and press release development
- Co-op advertising and marketing programs to promote growth and lower marketing expenses for your operation
- Gain access to technology platforms and data to foster deep relationships with your customers
- Professional representation of your FBO in the aviation industry
- The Airport will be preferred in all World Fuel quoting platforms which reach more than 40,000 Business Aviation Aircraft
- Marketing efforts are focused on specifically growing your brand
- Industry event presence with promotion of your business
- World Fuel Rewards promotions designed and emailed to strategic flight department customer contacts to drive customer loyalty and increase sales
- The discovery and execution of graphics
- Advertising, web analysis
- Customer and Prospect Metrics
- Customer satisfaction survey and research

World Fuel has worked to negotiate rates with major print and digital publications including **AIN, Flight Aware, Ac-u-kwik, FitPlan, and AirNav.**

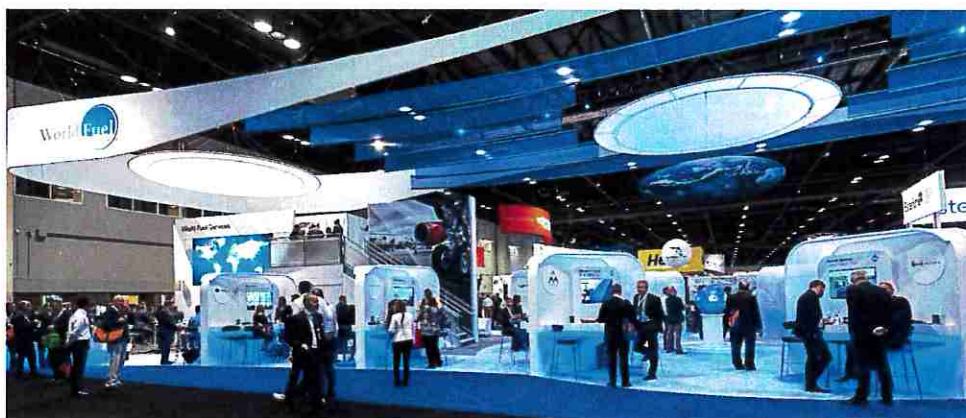
Our media team will facilitate the agreement with the publisher and our design team will work with you to design the advertising to meet your needs.



## MARKETING

### Marketing Goals

- Support your marketing goals, discovery and execution of graphics, advertising, web analysis, metrics, and access to the customers you seek
- Provide platforms and access to data, events, tradeshows, and professional representation of your FBO in the aviation industry
- Marketing efforts are focused on growing your brand
- Industry event presence with a focus on your business
- World Fuel Rewards Promotions designed and emailed to strategic customer contacts



### World Fuel Services Leading Trade Show Participation Program

World Fuel Services exhibits at several industry tradeshows each year and provides great options for FBOs to join us at these events.

**Popular Kiosk Programs** - exhibit alongside World Fuel in our premium exhibit space

- **Traffic and Leads** - buzz, excitement and traffic by employing giveaway drawings and other highly-effective tactics to provide our co-exhibitors the best exposure
- **Gain Global Reach** – opportunities at NBAA/BACE, Schedulers & Dispatchers, AeroExpo, CBAA, EBACE, LABACE, ABACE and MEBA

## COOPERATIVE ADVERTISING

- Co-op funds are accumulated at a rate of **\$0.005 per gallon** for all retail gallons on an annual basis.
- Accrual based on the previous year's volumes. World Fuel would offer to advance Jefferson County the first year of co-op.
- Claims are processed upon receipt and we can advance the anticipated first year's co-op to assist in covering transitional costs such as uniform changes, business card changes, etc.
- Branding guidelines and an approved branding logo will be provided and must be used for all advertising, uniforms, marketing and printed materials.

Items that Qualify for Co-Op Marketing with approved logo's
Advertising development, design and execution with Phillips 66 or related logos
Credit Card Processing Equipment and Software
NATA Safety 1 <sup>st</sup> Training Expenses
Fuel Testing Equipment
Line Service Training
NATA and State Aviation Dues
Premium Items for FBO Promotions
Printed Materials
Trade Shows & Industry Exhibition (plus travel)
Uniforms
Website
Personnel Training Conference (plus travel) to improve service delivery
Aviation Related Website/Software Fees
Promotional Mailings, Communications Tools and Up-selling Programs
Airport/FBO Specific Events
Industry Specific Dues and Subscriptions
World Fuel Rewards Purchases
Flight Tracking Subscriptions
FBO Facility Improvements

## LOYALTY PROGRAMS

### World Fuel Rewards

World Fuel Services Rewards Loyalty Program is accepted worldwide.

#### Bank of Points - World Fuel

- 1 point per 5 USG Contract Fuel sold
- 1 point per \$50 USD AVCARD® transactions
- 1 point per 100 USG Bulk fuel purchased

Your FBO awards points directly to your customers

Minimum purchase 5,000 points (\$100) to unlock the complimentary bank of points

Points expire at the end of each calendar year

Eligibility (U.S. Only):

- Pilots
- Schedulers & Dispatchers
- Flight Crew Members
- Flight Departments



### Double Dip? Yes, You Can!



Phillips 66 Aviation Loyalty Program at over 500 locations in the U.S.

WingPoints members earn points instantly by providing their card at the participating locations, and bonus points for using the Wings card (card must be present)

Eligibility (U.S. Only):

- Pilots
- Schedulers & Dispatchers
- Flight Crew Members
- Flight Departments

Free Membership

## PHILLIPS 66® REBATE PROGRAMS

### EAA Young Eagles Program

- **Pilots earn \$1.00 per gallon rebate**
- Pilots must be EAA members flying Young Eagles
- Pay for Avgas with Phillips 66 Aviation Personal Card
- Submit form with copy of fuel receipt
- Rebate provided through Phillips 66 Aviation Personal Card
- No cost to FBO



### Compassion Flight Rebates

- **Pilots earn \$1.00 per gallon rebate**
- Offered to pilots flying for select Compassion Flight Organizations
- Purchase Avgas at a P66 Branded FBO with a P66 Personal Card
- Submit rebate form with copy of fuel receipt
- Rebate form managed by the Compassion Flight organizations
- Rebate provided through
- P66 Personal Card
- No cost to FBO



## ONBOARDING AND PLANNING

### Plan for Jefferson County's Success

#### Set Up: Pre-Supply Agreement and First 30 Days

Signage requirements and plan for installation plan.

Leased refueler delivery and certification and training.

Supply and Processing Setup

Back Office & Accounting Review

System and IT Review

Branded Program Toolkit Review and Activation

Training Plan - Enrollment & Credentials

#### Develop Marketing Plan: 30-60 + Days

Establish Events on World Fuel Promotions Calendar - Trade shows, regional events and FBO specific events

Complete Online Training Modules on World Fuel Aviation Academy

Develop World Fuel Rewards Promotions - Loyalty Program

Review Opportunities to leverage the World Fuel Services Marketing team

Quarterly Progress Reviews - Evaluate Plan and Modify

#### Execution of Business Development Plan: 30-60 + Days

FASST Evaluation and Strategy Discussion

World Fuel Contract Implementation – Enlist Flight Department Sales Teams

Develop Payment Method Plan for Contract and AVCARD Migration for Processing Cost Reduction

Develop Marketing Plan & Schedule Campaigns

Customer Targeting – On Airport/Nearby Airports

Evaluate Business Development Plan & Modify



# Thank you

## Degree of Compliance

This proposal will define the commercial terms under which we will offer Phillips 66 branded aviation fuels and related programs and services for Jack Brooks Regional Airport. Notwithstanding anything to the contrary contained in the Ascent Aviation Group Commercial Bid enclosed herewith, please note that our bid is non-binding, indicative only, and remains subject to Ascent Aviation Group, Inc. and Jefferson County duly executing and delivering definitive documentation, such documentation to be negotiated by the parties.



**JEFFERSON COUNTY PURCHASING DEPARTMENT**  
*Deborah L. Clark, Purchasing Agent*

1149 Pearl Street  
1<sup>st</sup> Floor, Beaumont, TX 77701

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

**LEGAL NOTICE**

**Advertisement for Invitation for Bids**

August 29, 2023

Notice is hereby given that sealed bids will be accepted by the Jefferson County Purchasing Department for Invitation for Bid (IFB 23-053/MR) Term Contract for Aviation Fuel for Jack Brooks Regional Airport. Specifications for this project may be obtained from the Jefferson County website, <https://www.co.jefferson.tx.us/Purchasing/> or by calling 409-835-8593.

Bids are to be sealed and addressed to the Purchasing Agent with the bid number and name marked on the outside of the envelope or box. Bidders shall forward an original and two (2) copies of their bid to the address shown below. Jefferson County does not accept bids submitted electronically. Late bids will be rejected as non-responsive. Bids will be publicly opened and read aloud in the Jefferson County Engineering Department Conference Room (5th Floor, Historic Courthouse) 1149 Pearl Street, Beaumont, Texas 77701, at the time and date below. Bidders are invited to attend the sealed bid opening.

**BID NAME:** Term Contract for Aviation Fuel for Jack Brooks Regional Airport  
**BID NUMBER:** IFB 23-053/MR  
**DUE BY TIME/DATE:** 11:00 AM CT, Wednesday, October 4, 2023  
**MAIL OR DELIVER TO:** Jefferson County Purchasing Department  
1149 Pearl Street, 1<sup>st</sup> Floor  
Beaumont, Texas 77701

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

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

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

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

A handwritten signature in black ink that reads "Deborah Clark".

Deborah L. Clark, Purchasing Agent  
Jefferson County, Texas

**PUBLISH:**

**Beaumont Enterprise:**

August 30, 2023 & September 6, 2023

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**BID SUBMISSIONS:**

One (1) Original and two (2) Bid Copies; with all copies to include a Completed Copy of this specifications packet, in its entirety.

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

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

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



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,"<sup>275</sup> 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

**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 the 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<sup>278</sup> 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-DETERMINATION.**

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<sup>279</sup> 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<sup>280</sup> 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 awarded a contract, Offeror may appear before the Commissioners' Court and present evidence concerning Offeror responsibility after officially notifying the Office of the Purchasing Agent of Offeror's intent to appear.

## **8. CONTRACT.**

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

## **9. WAIVER OF SUBROGATION.**

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

## **10. FISCAL FUNDING.**

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

## **11. BID RESULTS.**

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



**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. <sup>282</sup>

**20. DEFINITIONS.**

“County” – Jefferson County, Texas.

“Contractor” – The Bidder whose proposal is accepted by Jefferson County.

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

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

**SECTION 2: FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA)  
MANDATED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY UNDER FEDERAL AWARDS  
REQUIRED BY 2 C.F.R. §200.326 APPENDIX II TO 2 CFR §200**

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 August 31, 2022.**

THRESHOLD	PROVISION	CITATION
<p>&gt;\$250,000 (Simplified Acquisition Threshold)</p>	<p>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 <a href="#">41 U.S.C. 1908</a>, 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.</p>	<p>2 CFR 200 APPENDIX II (A)</p>
<p>&gt;\$10,000</p>	<p>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 affected and the basis for settlement.</p>	<p>2 CFR 200 APPENDIX II (B)</p>
<p>None</p>	<p>Equal Employment Opportunity. Except as otherwise provided under <a href="#">41 CFR Part 60</a>, all contracts that meet the definition of "federally assisted construction contract" in <a href="#">41 CFR Part 60-1.3</a> must include the equal opportunity clause provided under <a href="#">41 CFR 60-1.4(b)</a>, in accordance with Executive Order 11246, "Equal Employment Opportunity" (<a href="#">30 FR 12319</a>, <a href="#">12935</a>, <a href="#">3 CFR Part, 1964-1965 Comp.</a>, p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at <a href="#">41 CFR part 60</a>, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."</p> <p>41 CFR 60-1.4 Equal opportunity clause.</p> <p>(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:</p> <p>The [recipient] hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:</p> <p>During the performance of this contract, the Contractor agrees as follows:</p> <p>(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:</p>	<p>2 CFR 200 APPENDIX III and 41 CFR §60-1.4(b)</p>

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

	<p>Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.</p> <p>(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:</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p>	
<p>&gt;\$2,000</p>	<p>Davis-Bacon Act, as amended (<a href="#">40 U.S.C. 3141-3148</a>). 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 (<a href="#">40 U.S.C. 3141-3144</a>, and <a href="#">3146-3148</a>) as supplemented by Department of Labor regulations (<a href="#">29 CFR Part 5</a>, "Labor Standards Provisions</p>	<p>2 CFR 200 APPENDIX II (D)</p>

	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 ( <a href="#">40 U.S.C. 3145</a> ), as supplemented by Department of Labor regulations ( <a href="#">29 CFR Part 3</a> , "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.	
>\$100,000	Contract Work Hours and Safety Standards Act ( <a href="#">40 U.S.C. 3701-3708</a> ). 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 <a href="#">40 U.S.C. 3702</a> and <a href="#">3704</a> , as supplemented by Department of Labor regulations ( <a href="#">29 CFR Part 5</a> ). Under <a href="#">40 U.S.C. 3702</a> 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 <a href="#">40 U.S.C. 3704</a> 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.	2 CFR 200 APPENDIX II (E)
None	Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under <a href="#">37 CFR § 401.2 (a)</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 <a href="#">37 CFR Part 401</a> , "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)
>\$150,000	Clean Air Act ( <a href="#">42 U.S.C. 7401-7671g</a> .) and the Federal Water Pollution Control Act ( <a href="#">33 U.S.C. 1251-1387</a> ), 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 ( <a href="#">42 U.S.C. 7401-7671g</a> ) and the Federal Water Pollution Control Act as amended ( <a href="#">33 U.S.C. 1251-1387</a> ). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).	2 CFR 200 APPENDIX II (G)

>\$25,000	Debarment and Suspension (Executive Orders 12549 and 12689) - A contract award (see <a href="#">2 CFR 180.220</a> ) 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 <a href="#">2 CFR 180</a> that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.	2 CFR 200 APPENDIX II (H)
>\$100,000	Byrd Anti-Lobbying Amendment ( <a href="#">31 U.S.C. 1352</a> ) - 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 <a href="#">31 U.S.C. 1352</a> . 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.	2 CFR 200 APPENDIX II (I) and 24 CFR §570.303
	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)
>\$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 <a href="#">40 CFR part 247</a> 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.	2 CFR 200.323
>\$100,000	<p><i>§135.38 Section 3 clause</i>  <i>All section 3 covered contracts shall include the following clause (referred to as the section 3 clause):</i></p> <p>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.</p> <p>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.</p>	

	<p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>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).</p>	
<p>None</p>	<p>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:</p> <p>Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:</p> <ul style="list-style-type: none"> <li>(1) Procure or obtain;</li> <li>(2) Extend or renew a contract to procure or obtain; or</li> <li>(3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered</li> </ul>	<p>2 CFR 200.216</p>



	<p>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 <a href="#">Public Law 115-232</a>, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).</p> <p>(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).</p> <p>(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.</p> <p>(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.</p> <p>(b) In implementing the prohibition under <a href="#">Public Law 115-232</a>, 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.</p> <p>(c) See <a href="#">Public Law 115-232</a>, section 889 for additional information.</p> <p>(d) See also <a href="#">§ 200.471</a>.</p>	
<p>None</p>	<p>As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award. For purposes of this section:</p> <p>(1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.</p> <p>(2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.</p>	<p>2 CFR 200.322(a)(b)(1) (2)</p>
<p>None</p>	<p>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.</p>	<p>2 CFR 200.112</p>

None	<p>The Federal awarding agency and the non-Federal entity should, whenever practicable, collect, transmit, and store Federal award-related information in open and machine-readable formats rather than in closed formats or on paper in accordance with applicable legislative requirements. A machine-readable format is a format in a standard computer language (not English text) that can be read automatically by a web browser or computer system. The Federal awarding agency or pass-through entity must always provide or accept paper versions of Federal award-related information to and from the non-Federal entity upon request. If paper copies are submitted, the Federal awarding agency or pass-through entity must not require more than an original and two copies. When original records are electronic and cannot be altered, there is no need to create and retain paper copies. When original records are paper, electronic versions may be substituted through the use of duplication or other forms of electronic media provided that they are subject to periodic quality control reviews, provide reasonable safeguards against alteration, and remain readable.</p>	2 CFR 200.336
None	<p>Contracting with HUB, small and minority businesses, women's business enterprises, and labor surplus area firms.</p> <p>(a) The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.</p> <p>(b) Affirmative steps must include:</p> <ol style="list-style-type: none"> <li>(1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;</li> <li>(2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;</li> <li>(3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;</li> <li>(4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;</li> <li>(5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and</li> <li>(6) Requiring the prime Contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (b)(1) through (5) of this section.</li> </ol>	2 CFR 200.321
None	<p>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:</p> <ol style="list-style-type: none"> <li>(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.</li> <li>(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.</li> <li>(c) Records for real property and equipment acquired with Federal funds must be retained for 3 years after final disposition.</li> </ol>	2 CFR 200.334

	<p>(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.</p> <p>(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.</p> <p>(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).</p> <p>(1) <i>If submitted for negotiation.</i> If the proposal, plan, or other computation is required to be submitted to the Federal Government (or to the pass-through entity) to form the basis for negotiation of the rate, then the 3-year retention period for its supporting records starts from the date of such submission.</p> <p>(2) <i>If not submitted for negotiation.</i> If the proposal, plan, or other computation is not required to be submitted to the Federal Government (or to the pass-through entity) for negotiation purposes, then the 3-year retention period for the proposal, plan, or computation and its supporting records starts from the end of the fiscal year (or other accounting period) covered by the proposal, plan, or other computation.</p>	
<p>None</p>	<p>CONTRACTS WITH COMPANIES ENGAGED IN BUSINESS WITH IRAN, SUDAN, OR FOREIGN TERRORIST ORGANIZATION PROHIBITED. A governmental entity may not enter into a governmental contract with a company that is identified on a list prepared and maintained under Section 2270.0052, 2270.0102, or 2270.0152. In accordance with Texas Government Code, Chapter 2252, Subchapter F, <b>Respondent</b> hereby represents and warrants that it is not a company identified on the lists prepared and maintained under Texas Government Code §§ 2270.0052 (companies with business operations in Sudan), 2270.0102 (companies with business operations in Iran), or 2270.0152 (companies known to have contracts with or provide supplies or services to a foreign terrorist organization). Notwithstanding the foregoing, a company that the United States government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, Iran, or to a foreign terrorist organization, is not subject to contract prohibition under this clause. A company claiming such exemption must submit the official copy of the declaration.</p>	<p>Texas Government Code 2252.152</p>
<p>&gt;\$100,000</p>	<p>PROVISION REQUIRED IN CONTRACT. (a) This section applies only to certain solicitations and contracts. Section 2271.002 of the Texas Government Code states the following:</p> <p>(a) This section applies only to a contract that:</p> <p>(1) is between a governmental entity and a company with 10 or more full-time employees; and</p> <p>(2) has a value of \$100,000 or more that is to be paid wholly or partly from public funds of the governmental entity.</p> <p>(b) A governmental entity 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:</p>	<p>Texas Government Code 2271.002</p>

	(1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. Section 2271.001(2) of the Government Code defines "company" to be the meaning assigned by Section 808.001 of the Texas Government Code, except that the term does not include a sole proprietorship.	
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.	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.

**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 BN Capital Investments 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.

*T. Ashrafi*

Signature of Contractor's Authorized Official

Tahir Ashrafi

Name and Title of Contractor's Authorized Official

10-4-2023

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](http://www.sam.gov) and <https://acquisition.qov/far/index.html> see section 52.209-6.

The Contractor BNCapital & Investments 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

Tahir Ashrafi

\_\_\_\_\_  
Name and Title of Contractor's Authorized Official

10-4-2023

\_\_\_\_\_  
Date

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

**1. EQUAL EMPLOYMENT OPPORTUNITY (Equal Opportunity Clause)**

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

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

- 1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:  
Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- 2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- 3) The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.
- 4) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- 5) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- 6) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- 7) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or order this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- 8) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each Subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

**CIVIL RIGHTS COMPLIANCE PROVISIONS (CONTINUED)**

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

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

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

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

*T. Ashrafi*

\_\_\_\_\_  
**Signature of Contractor's Authorized Official**

*Tahir Ashrafi*

\_\_\_\_\_  
**Name and Title of Contractor's Authorized Official**

*10-4-2023*

\_\_\_\_\_  
**Date**

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



The following requirements and instructions supersede General Requirements where applicable.

**1. SUBMISSION OF BID.**

Bidder is Responsible for Submitting:

One (1) Original and two (2) Bid Copies; with all copies to include a Completed Copy of this Specifications Packet, **in its entirety.**

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

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

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

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

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

Jefferson County Purchasing Department  
1149 Pearl Street, 1<sup>st</sup> 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 or 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, October 4, 2023**

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

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

Late bids will not be accepted and will be returned unopened to the Bidder.

Jefferson County shall not be responsible for any effort or cost expended in the preparation of a response to this IFB.

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

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

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

In response to the Covid-19 pandemic, Jefferson County has implemented precautionary measures as currently recommended by the CDC within its facilities. Bidders are strongly urged to plan accordingly. <sup>298</sup>

**COUNTY HOLIDAYS (2023):**

January 16	(Monday)	Martin Luther King, Jr. Day
February 20	(Monday)	President's Day
April 7	(Friday)	Good Friday
May 29	(Monday)	Memorial Day
July 4	(Tuesday)	Independence Day
September 4	(Monday)	Labor Day
November 10	(Friday)	Veteran's Day
November 23 & 24	(Thursday & Friday)	Thanksgiving
December 25 & 26	(Monday & Tuesday)	Christmas
January 1, 2024	(Monday)	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 **Mistey Reeves, Assistant Purchasing Agent** at: [mistey.reeves@jeffcotx.us](mailto:mistey.reeves@jeffcotx.us). If no response in 72 hours, contact **Deborah Clark, Purchasing Agent** at: [deb.clark@jeffcotx.us](mailto:deb.clark@jeffcotx.us).

The Deadline for asking questions or requesting additional information (in writing) is 5:00 pm, CT, September 22, 2023.


**4. VENDOR REGISTRATION (System for Award Management).**

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

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

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

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

 An official website of the United States government  
[Here's how you know](#)




< **Entity Information**

# Check Entity Status

This tool allows you to check the status of your entity.

- Search by Unique Entity ID/CAGE
- Search entities pending Unique Entity ID assignment

 **Non-federal users:** You may only check the status of entities linked to your SAM.gov account.

Unique Entity ID

CAGE Code

**Reset**

**Search**

## Entity Information

BN CAPITAL & INVESTMENTS, LLC    Active Registration

Unique Entity ID  
KW1FL61Q5SV5

Your registration was activated on 2023-09-12. It expires on 2024-09-07, which is one year after you submitted it for processing. To update or renew your registration, begin from your Entities Workspace.

## More About the Entity Status Tracker

[Getting Started with Registration](#)

[Entity Status Guide](#)

[Legend](#)

[What if my entity fails TIN validation?](#)

[What if my entity fails CAGE validation?](#)

[More Help](#)



**Validate Entity**  
Completed



**Get Unique Entity ID**  
Completed



**Core Data**  
Completed



**Assertions**  
Completed



**Reps & Certs**  
Completed



**POCs**  
Completed



**Submit**  
Completed



**Processing**  
Completed



**Active**  
Completed

## More About the Entity Status Tracker

<a href="#">Getting Started with Registration</a>
<a href="#">Entity Status Guide</a>
<a href="#">Legend</a>
<a href="#">What if my entity fails TIN validation?</a>
<a href="#">What if my entity fails CAGE validation?</a>
<a href="#">More Help</a>



Feedback

<a href="#">Our Website</a>
<a href="#">Our Partners</a>
<a href="#">Policies</a>
<a href="#">Customer Service</a>



**General Services Administration**

This is a U.S. General Services Administration Federal Government computer system that is **"FOR OFFICIAL USE ONLY."** This system is subject to monitoring. Individuals found performing unauthorized activities are subject to disciplinary action including criminal prosecution.

## 5. **FORM 1295 (Texas Ethics Commission) SUBMISSION REQUIREMENT/INSTRUCTIONS FOR BIDDERS.**<sup>303</sup>

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](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm)

A sample of a completed FORM 1295 is included on **PAGE 30**.

### 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.		<b>OFFICE USE ONLY</b>	
1 Name of business entity filing form, and the city, state and country of the business entity's place of business. <b>VENDOR: ENTER YOUR BUSINESS NAME, CITY, STATE, AND COUNTRY HERE</b>		Must file online at <a href="http://www.ethics.state.tx.us/File">www.ethics.state.tx.us/File</a>	
2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed. <b>JEFFERSON COUNTY, TEXAS</b>			
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. <b>VENDOR: ENTER BID/PROPOSAL/CONTRACT/AGREEMENT REF# AND TITLE HERE</b>			
4 Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
		Controlling	Intermediary
<b>VENDOR: ENTER EACH PERSON HAVING INTEREST, OWNERS ARE THE CONTROLLING PARTIES.</b>		X	
<b>VENDOR: WORKERS (OR NON-OWNERS) IN YOUR COMPANY ARE INTERMEDIARY PARTIES.</b>			X
5 Check only if there is no Interested Party.		<b>CHECK BELOW IF APPLICABLE</b> <input type="checkbox"/>	
6 UNSWORN DECLARATION <b>VENDOR: COMPLETE, DATE, AND SIGN THIS DECLARATION SECTION.</b> My name is _____, and my date of birth is _____ My address _____ (street) _____ (city) _____ (state) _____ (zip code) _____ (country) I declare under penalty of perjury that the foregoing is true and correct. Executed in _____ County, State of _____, on the _____ day of _____, 20____. <div style="text-align: right; margin-right: 100px;">                     _____                      Signature of authorized agent of contracting business entity                      (Declarant)                 </div>			
<b>ADD ADDITIONAL PAGES AS NECESSARY</b>			

Form provided by Texas Ethics Commission [www.ethics.state.tx.us](http://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.**



**BIDDER: INSERT COMPLETED FORM 1295 BEHIND THIS PAGE.**

# CERTIFICATE OF INTERESTED PARTIES

306  
FORM 1295

1 of 1

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

## OFFICE USE ONLY CERTIFICATION OF FILING

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

BN Capital & Investments, LLC  
BEAUMONT, TX United States

Certificate Number:  
2023-1070106

Date Filed:  
09/11/2023

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

Jefferson County Purchasing Department

Date Acknowledged:

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.

IBF 23-053/MR  
Term contract for aviation fuel for Jack Brooks Regional Airport.

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Jehangir Raja	Dallas, TX (Dallas)	*	

5 Check only if there is NO Interested Party.



### 6 UNSWORN DECLARATION

My name is Tahir P Ashrafi, and my date of birth is 03-08-1968.

My address is 2597 McFaddin street, Beaumont, TX, 77702, USA.  
(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)

**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, 7<sup>th</sup> floor  
Beaumont, TX 77701.

**9. USAGE REPORTS.**

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

**10. INSURANCE.**

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

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

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

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

**Minimum Insurance Requirements:**

<b>Public Liability, including Products &amp; Completed Operations</b>	\$1,000,000
<b>Excess Liability</b>	\$1,000,000

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

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

Builder's Risk Policy: Structural Coverage for Construction Projects

Installation Floater Policy: Improvements/Alterations to Existing Structure

**Workers' Compensation**

Statutory Coverage (See Section 9 Below)

**11. WORKERS' COMPENSATION INSURANCE****11.1 Definitions:**

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

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

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

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

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

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

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

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

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

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

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

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

- 11.9 The Contractor shall contractually require each person with whom it contracts to provide services<sup>309</sup> 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.



Lone Star Property Care LLC <lonestarp.25@gmail.com>

*Insurance email.*

**Quote**

**Pam Flowers** <pam@rharringtonins.com>  
To: Lone Star Property Care LLC <lonestarp.25@gmail.com>

Fri, Sep 15, 2023 at 10:21 AM

we cannot quote a general liability without complete details so the Liability company can see if they are willing to accept the risk required.

[Quoted text hidden]

**BIDDER INFORMATION FORM**

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

**Bid Number & Name:** (IFB 23-053/MR) Term Contract for Aviation Fuel for Jack Brooks Regional Airport

**Bidder's Company/Business Name:** BN Capital & Investments, L.L.C.

**Bidder's TAX ID Number:** 85-3102847

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

**Contact Person:** Tahir Ashrafi **Title:** owner

**Phone Number (with area code):** 409-284-5309

**Alternate Phone Number if available (with area code):** 409-434-8496

**Fax Number (with area code):** —

**Email Address:** tony@bncapitalinvestments.com

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

8090 Turnberry Circle

Address

Bmt, TX 77707

City, State, Zip Code

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



The following requirements and specifications supersede General Bid Requirements where applicable. Any questions relating to bid submission or bid item specifications requirements should be directed to Mistey Reeves, Assistant Purchasing Agent at 409-835-8593 or via email at: [mistey.reeves@jeffcotx.us](mailto:mistey.reeves@jeffcotx.us). If not response in 72 hours, contact Deborah Clark, Purchasing Agent at 409-835-8593 or via email at: [deb.clark@jeffcotx.us](mailto:deb.clark@jeffcotx.us). Please reference Bid Number: IFB 23-053/MR.

**SCOPE OF PROJECT:**

It is the intent of Jefferson County to solicit aviation fuel bids for the Jack Brooks Regional Airport. **The contract shall be for a period of three (3) years from November 1, 2023 through October 31, 2026.**

**Price Formula**

Price for AV Gas Low Lead 100 is the price in effect at time of delivery and is based on a formula price using Platts, U.S. Gulf Coast pipeline mid using Monday through Friday average effective on Tuesdays, plus bidder's markup per gallon, plus tax in effect.

Price for Jet A is the price in effect at the time of delivery and is based on a formula price using Platts, U.S. Gulf Coast pipeline mid using Monday through Friday average effective on Tuesdays, plus freight, plus bidder's markup per gallon, plus tax in effect.

Prices will be based on the previous week's average. The Weekly report will be the reference for prices for all purchases made beginning the following Wednesday for a period of one (1) week, which would be from Wednesday through Tuesday.

Bidder will furnish a computer printout each week showing the above calculations and prices in effect for the period, to be emailed to Megan Kitchens, Airport Financial Analyst at [megan.kitchens@jeffcotx.us](mailto:megan.kitchens@jeffcotx.us) and Elisabeth LeBlanc, Airport Fuel Supervisor at [Elisabeth.leblanc@jeffcotx.us](mailto:Elisabeth.leblanc@jeffcotx.us).

All price changes will be emailed to Megan Kitchens, Airport Financial Analyst at [megan.kitchens@jeffcotx.us](mailto:megan.kitchens@jeffcotx.us) and Elisabeth LeBlanc, Airport Fuel Supervisor at [elisabeth.leblanc@jeffcotx.us](mailto:elisabeth.leblanc@jeffcotx.us) and any other airport personnel as requested.

Bids not based on the above formula prices shall be rejected.

Quote F.O.B. delivered to storage tanks, Jack Brooks Regional Airport, Beaumont, Texas, with delivery and unloading charges prepaid. Bidder bears freight charges.

As of August 15, 2023, Jefferson County is subject to and pays taxes and fees as follows:

<b>Tax or Fee</b>	<b>AV Gas Low Lead 100</b>	<b>Jet A</b>
FET	\$0.19400	\$0.24300
Fed Lust	\$0.00000	\$0.00100
Fed Oil Spill	\$0.00214	\$0.00214
Fed Superfund Fee	\$0.00390	\$0.00390
Texas Petro Delivery	\$0.00082	\$0.00000
<b>Total Tax/Fee per Gallon</b>	<b>\$0.20086</b>	<b>\$0.25004</b>

Include state fees and federal taxes totaling \$0.20086 per gallon on AV Gas Low Lead 100 and federal taxes<sup>314</sup> of \$0.25004 per gallon on Jet A in your price.

Bidder shall furnish a copy of published specifications for fuels required under this invitation to bid.

There is no expressed or implied obligation for Jefferson County to reimburse responding bidders for any expense incurred in preparing bids in response to this request, and Jefferson County will not reimburse bidders for these expenses.

### **Approximate Annual Usage**

Estimated volume is indicated below. No promise is made or implied that these quantities will be purchased. Orders will be placed on an **as-needed basis** for the duration of the contract. Purchase Orders will be released to the successful bidder as required. **Minimum Orders are not acceptable.**

### **Contract**

This bid, when properly accepted by Jefferson County Commissioners' Court, shall constitute a contract equally binding between the successful bidder and Jefferson County. No different or additional terms will become a part of this contract. Interpretation and enforcement of this agreement shall be according to the laws of the State of Texas.

### **Technical Specifications**

Aviation gasoline for civil and commercial service, herein referred to as AV Gas Low Lead 100, shall meet the current requirements of the American Society of Testing and Materials as set forth in the ASTM D 910, Grade 100LL.

Aviation turbine fuel, herein referred to as Jet A, shall meet the current requirements of ASTM D1655 for Kerosene-type commercial fuels, and **shall not be pre-blended with anti-icing additive.**

### **Estimated Volume**

We estimate our purchases will be approximately as follows. In the past twelve (12) months, total Jack Brooks Regional Airport volume has been approximately 40,000 gallons of AV Gas Low Lead 100 and 740,000 gallons of Jet A. Of this volume, all was purchased by the County for resale. These figures serve as estimates only and no promise is made or implied that these quantities will be purchased.

### **Credit Cards/"Effective" Bids**

Bids shall offer credit card processing for all major credit cards for sales to private aircraft owners and pilots. Service fees (if any) for credit cards must be included in bid. Credit card service fees will be considered when bids are evaluated. It is estimated, based on our previous experience, that our total AV Gas Low Lead 100 volume will be for resale and that 95% of this volume will be credit card sales. We can expect 90% of the Jet A resale volume will be purchased with credit cards. Bids with credit card fees will be factored in order to develop "effective" bids using increments of one cent for percentage point of credit card service fee quoted. For example, a credit card fee of 3% will cause an increment of \$0.03 to be added to the price per gallon in order to develop the "effective" bid. Bids shall include the provision of point-of-sale software and all necessary hardware, including touch-screen handling of all transactions, with integration to most accounting software. Bids must include any monthly fees for network connections and maintenance.

All point of sale software for credit card processing must also be able to handle any and all military <sup>315</sup> credit card transactions. Jack Brooks Regional Airport serves military customers and must be able to process military AIRCARDS. If bidder is unable to process military customer payments, bidder must notify the County in their response.

Bidder must specify any and all software and hardware available, for point of sale and other fuel management activities.

### **Branded or Unbranded**

Bids may be for Branded or Unbranded supply contracts, however bidder must specify.

### **Training, Quality Control and Risk Management**

Bidders will include electronic versions of the ATA103 manual and NFPA407 manual annually at no cost to the County. Bidders offering FAA approved FAR part 139, ATA 103 training, or other training and seminars should attach such offers to their bid, including approximate costs. Training costs must be included as part of the vendor's proposal.

### **Refueler**

Bid shall include provision of one (1) 3,000 gallon Jet A re-fueler truck. Jefferson County also requests one (1) optional additional 3,000 gallon Jet A re-fueler truck and one (1) optional AV Gas Low Lead re-fueler truck. Bids shall include full maintenance coverage except for tires and batteries and must be no more than five (5) years old at the time of delivery. Bidder must specify how service issues will be handled and where the repair services are located. If repair services are outside of Jefferson County, bidder must specify how they intend to move truck and if there will be a replacement truck.

If the bid proposes a lease arrangement, the lease must allow Jefferson County to terminate the lease without penalty upon thirty (30) days written notice. Other lease terms must be submitted with this proposal. Minimum truck specifications must include the following:

Jet A minimum truck specifications must include the following:

- 15 Gallon Stainless Steel Prist Tank with Viper Injection System
- Single Point Delivery
- Overflow Protection
- 240 GPM Singlepoint Nozzle with Digital Meter Readout
- Two (2) 75 GPM Overwing Nozzle fuel Flow Capability – must be driver side center-mount
- Brake Interlock
- Automatic Transmission
- Automatic Prist Injection
- Compliance with all ATA 103 Regulation and NFPA407 Regulations
- Bottom load point located on passenger side
- Diesel Engine
- LED Meters
- Aluminum or Stainless Steel Oil Cabinet
- Ladder Brackets
- Parts Manual included in Operators Manual.
- Air Conditioning

AV Gas Low Lead minimum truck specifications must include the following:

- Diesel Engine
- LED Meters
- Compliance with all ATA 103 Regulation and NFPA407 Regulations
- Stainless Steel Tank
- Overflow Protection
- Brake Interlock
- Automatic Transmission
- Bottom load point located on passenger side
- Aluminum or Stainless Steel Oil Cabinet
- Ladder Brackets
- Parts Manual included in Operators Manual
- Air Conditioning

### **Into-Plane Contract Fuel**

Bidders may offer “Into-Plane Contract Fuel” programs. The County may accept or reject such programs independent of other items bid within this request.

### **Co-Mingle**

Jefferson County will not accept a bid that proposes co-mingling of fuel.

### **Signs**

The successful bidder shall provide and install signs and emblems acceptable to the Airport Manager, identifying the brand name of fuel provided, grades, and current prices. Signs shall be clearly visible to airplane personnel as they approach the fueling station.

### **Additional Marketing Support**

Bidders desiring to offer cooperative advertising and other marketing support should attach such offer to bid. The Jack Brooks Regional Airport desires to have hats and umbrellas provided as part of a joint marketing program. Provide details of available programs and any associated cost.

### **County Equipment**

The County owns one (1) 750 gallon capacity AV Gas Low Lead 100 truck and one (1) 3000 capacity Jet A truck.

### **Contact**

For further information, bidder may contact Alex Rupp, Airport Director, Jack Brooks Regional Airport at 409-719-4900.

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, 3.

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

BN Capital & Investments LLC  
Company Name

For clarification of this offer, contact:

2597 McFaddin Street  
Address

Tahir Ashrafi / owner  
Name & Title

Beaumont TX 77702  
City State Zip

409-284-5309  
Phone Fax

T.A.S.  
Signature of Person Authorized to Sign

tony@bnCapitalInvestments.com  
E-mail

Tahir Ashrafi  
Printed Name

owner  
Title

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

---

The Offer is hereby accepted for the following items: Aviation Fuel for Jack Brooks Regional Airport for a Contract Term of 3 years from November 1, 2023 to October 31, 2026.

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 23-053/MR, Term Contract for Aviation Fuel for Jack Brooks Regional Airport. 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:**

---

<b>Jeff R. Branick, County Judge</b> <b>JEFFERSON COUNTY, TEXAS</b>	<b>Date</b>
--	-------------

**ATTEST:**

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<b>Roxanne Acosta Hellberg, County Clerk</b> <b>JEFFERSON COUNTY, TEXAS</b>	<b>Date</b>
--	-------------

**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 23-053/MR
IFB TITLE: Term Contract for Aviation Fuel for Jack Brooks Regional Airport
IFB DUE BY: 11:00 am CT, Wednesday, October 4, 2023
ADDENDUM NO.: 1
ISSUED (DATE): September 14, 2023

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: Question

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:

[Signature]
Authorized Signature (Respondent)

Witness

owner
Title of Person Signing Above

Witness

Tahir Ashrafi / BN Capital Investments
Typed Name of Business or Individual

Approved by Date:

2597 McFaddin St Bmt, TX 77702
Address



**JEFFERSON COUNTY PURCHASING DEPARTMENT***Deborah L. Clark, Purchasing Agent*

---

**1149 Pearl Street  
1<sup>st</sup> Floor, Beaumont, TX 77701****OFFICE MAIN: (409) 835-8593****FAX: (409) 835-8456**

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1. Question: Out of the estimated 740,000 gallons of Jet-A sold annually, can you please advise how many of those gallons are sold as contract fuel vs retail and what estimated percentage went to each contract fuel provider?

Answer: 21.2% of our Jet A fuel sales were contract fuel, the rest was retail or non-contract. We don't have a breakdown per contract fuel provider.



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 23-053/MR
IFB TITLE: Term Contract for Aviation Fuel for Jack Brooks Regional Airport
IFB DUE BY: 11:00 am CT, Wednesday, October 4, 2023
ADDENDUM NO.: 2
ISSUED (DATE): September 21, 2023

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: Question

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:

Authorized Signature (Respondent)

Witness

Tahir Ashrafi / Owner
Title of Person Signing Above

Witness

BN Capital & Investments, LLC
Typed Name of Business or Individual

Approved by Date:

2597 McFaddin St Bmt, TX 77702
Address



## JEFFERSON COUNTY PURCHASING DEPARTMENT

*Deborah L. Clark, Purchasing Agent*

1149 Pearl Street  
1<sup>st</sup> Floor, Beaumont, TX 77701

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

1. Question: I have one more question, can you please confirm if the HUB participation goal is 0%?

Answer: Yes

2. Question: Please break down the jet fuel volumes into the following categories:
  - a. General Aviation retail
  - b. General Aviation Contract fuel
  - c. DLA/Military
  - d. Commercial Airlines

Answer:

- a. 69.8%
- b. 2.2%
- c. 6.8%
- d. 21.2%

3. Question: For the small percentages of sales that are not credit card transactions, can you clarify how they function? Are they billed directly to the customer by the airport or are they contract fuel sales?

Answer: Yes, the airport bills customers direct. Based on volume approximately 80% is credit card sales and 20% is invoiced sales. This includes contract sales.

4. Question: Can you provide details about the signage? Number, size and type of signs. For example, are the backlit? Double or single sided? Pole mounted or flush with a structure?

Answer: We have two poles for sign mounting. The existing sign pole sign is approximately 7' to 8' wide by 9' to 10' tall. Pole sign is backlit. We also have a fuel price sign that is approximately 4' x 12', flush mounted to an exterior brick wall.



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 23-053/MR
IFB TITLE: Term Contract for Aviation Fuel for Jack Brooks Regional Airport
IFB DUE BY: 11:00 am CT, Wednesday, October 4, 2023
ADDENDUM NO.: 3
ISSUED (DATE): September 25, 2023

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: 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:

[Handwritten Signature]

Authorized Signature (Respondent)

Witness

owner

Title of Person Signing Above

Witness

BN Capital & Investments LLC
Typed Name of Business or Individual

Approved by Date:

2597 McFadden St + Bm Ft 77702
Address



**JEFFERSON COUNTY PURCHASING DEPARTMENT**  
*Deborah L. Clark, Purchasing Agent*

1149 Pearl Street  
1<sup>st</sup> Floor, Beaumont, TX 77701

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

1. Question: Can you confirm that the pricing is based on previous week's average for both products?

Answer: Yes

2. Question: Can you explain the HUB?

Answer: HUB is Historically Underutilized Business. There is no HUB requirement for this bid. If you are a HUB vendor or will utilize a HUB vendor, fill out the required forms noting that.

REFERENCE PRICE/GAL	\$	3.21700		
MARKUP		20%		
FREIGHT PER GALLON	\$	0.09500	7500	712.50

### Relevant Information to be entered

Line	Per Gallon Description	Unit Price per Gallon
O	Platts Reference Price on [08/29/2023]	\$ 3.21700
P	Bidder's Markup (Dollars not Percentage)	\$ 0.30000
Q	Federal Excise Tax	\$ 0.24300
R	Federal LUST Tax	\$ 0.00100
S	Federal Oil Spill Tax	\$ 0.00214
T	Federal Superfund Fee	\$ 0.00390
U	Transport Per Gallon (If Applicable)	
V	Subtotal Fees per Gallon (Sum O to U)	\$ 3.76704
W	Estimated Annual Quantity (Gallons)	742,600
X	Annual Price (Line V times Line W)	\$ 2,797,404

Y	Fee per Delivery (If Any)	\$ 750
Z	Est Deliveries per Year	95
AA	Annual Delivery Price	\$ 71,250

AB	Annual Total Cost for Delivered Fuel	2,868,654
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AMEX	3.50%
VISA	3.50%
MASTERCARD	3.50%
DISCOVER	3.50%
MULTISERVE	3.50%
AIRCARD	3.50%
AVCARD	3.50%

3.217	135.114
9.5	7500 712.5

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

**Item 1. AvGas 100 Low-Lead**

Price for AvGas Low Lead 100 is the price in effect at time of delivery and is based on a formula price using Platts, U.S. Gulf Coast pipeline-mid, Monday through Friday average effective on Tuesdays, plus bidder's markup per gallon, plus tax in effect.

AvGas estimated annual sales are approx. 40,000 gallons, however to make bidding easier, the average annual amount will be 41,000 gallons, based on an average of 8,200 gallons per load delivered and 5 deliveries per year.

Line	Per Gallon Description	Unit Price per Gallon
<b>A.</b>	Platts Reference Price on [08/29/2023]	\$
<b>B.</b>	Bidder's Markup (Dollars not Percentage)	\$
<b>C.</b>	Federal Excise Tax	\$ 0.19400
<b>D.</b>	Federal Oil Spill Tax	\$ 0.00214
<b>E.</b>	Federal Superfund Fee	\$ 0.00390
<b>F.</b>	Texas Petro Delivery	\$ 0.00082
<b>G.</b>	Transport Per Gallon (If Applicable)	\$
<b>H.</b>	Subtotal Fees per Gallon (Sum A to G)	\$
<b>I.</b>	Estimated Annual Quantity (Gallons)	41,000
<b>J.</b>	Annual Price (Line H times Line I)	\$

<b>K.</b>	Fee per Delivery (If Any):	\$
<b>L.</b>	Est Deliveries per Year	5
<b>M.</b>	Annual Delivery Price (Line K times Line L):	\$

<b>N.</b>	Annual Total Cost for Delivered Fuel: (Line J plus Line M):	\$
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**Item 2. Jet A**

Price for Jet A is the price in effect at time of delivery and is based on a formula price using Platts, U.S. Gulf Coast pipeline-mid, Monday through Friday average effective on Tuesdays, plus bidder's markup per gallon, plus tax in effect.

AvGas estimated annual sales are approx. 740,000 gallons, however to make bidding easier, the average annual amount will be 742,600 gallons, based on an average of 7,900 gallons per load delivered and 945 deliveries per year.

Line	Per Gallon Description	Unit Price per Gallon
O.	Platts Reference Price on [08/29/2023]	\$
P.	Bidder's Markup (Dollars not Percentage)	\$
Q.	Federal Excise Tax	\$ 0.24300
R.	Federal LUST Tax	\$ 0.00100
S.	Federal Oil Spill Tax	\$ 0.00214
T.	Federal Superfund Fee	\$ 0.00390
U.	Transport Per Gallon (If Applicable)	\$
V.	Subtotal Fees per Gallon (Sum O to U)	\$
W.	Estimated Annual Quantity (Gallons)	742,600
X.	Annual Price (Line V times Line W)	\$

Y.	Fee per Delivery (If Any):	\$
Z.	Est Deliveries per Year	95
AA.	Annual Delivery Price (Line Y times Line Z):	\$

AB.	Annual Total Cost for Delivered Fuel: (Line X plus Line AA):	\$
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**Item 3. Credit Cards Honored and Service Fees:**

Please provide service rates per card identified and any other cards honored:

AMEX	%
VISA	%
MasterCard	%
Discover	%
MultiServe	%
AIR Card	%



AVCard	%
Other:	%
Other:	%
Other:	%

**Item 4. Additional Marketing Support**

Bidder must include cost for annual marketing support, co-op advertising, etc.

Bidder may include detailed marketing programs available with proposal.

\$
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**Item 5. Refueler Truck -Required Primary**

3,000 Gallon Jet A Refuler Truck - Annual Cost:	\$
Year/Make/Model:	

**Item 6. Refueler Trucks - Optional Additional**

3,000 Gallon Jet A Refuler Truck - Annual Cost:	\$
Year/Make/Model:	

AvGas Refuler Truck - Annual Cost:	\$
Year/Make/Model:	

**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: Beacon Building Products

Address: 5925 College St Bmt, TX 77107

Contact Person and Title: Jason

Phone: 409-866-0954 Fax: \_\_\_\_\_

Email Address: \_\_\_\_\_ Contract Period: \_\_\_\_\_

Scope of Work: Roofing supply/company Fairview Builders (doing business)

**REFERENCE TWO**

Government/Company Name: Txi Supply

Address: 7220 Eastex FWY Bmt, TX 77708

Contact Person and Title: Shawn

Phone: 409-835-7966 Fax: \_\_\_\_\_

Email Address: \_\_\_\_\_ Contract Period: \_\_\_\_\_

Scope of Work: DOOR, window trim

**REFERENCE THREE**

Government/Company Name: L & S Supply

Address: 7420 West Park Circle Bmt, TX 77705

Contact Person and Title: Mr. Coxy

Phone: 409-842-1446 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.

BN Capital & Investments, LLC  
Bidder (Entity Name)

T.A.I.  
Signature

2597 McFaddin Street  
Street & Mailing Address

Tahir Ashrafi  
Print Name

Beaumont, Tx 77702  
City, State & Zip

10-4-2023  
Date Signed

409-284-5309  
Telephone Number

Fax Number

tony@bncapitalinvestments.com  
E-mail Address

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


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**

Tahir Ashrafi / owner

---

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

10-4-2023

---

**Date**

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

<b>CONFLICT OF INTEREST QUESTIONNAIRE</b> For vendor doing business with local governmental entity		<b>FORM CIQ</b>				
<p>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</p> <p>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).</p> <p>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.</p> <p>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</p>	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th colspan="2" style="text-align: center; padding: 2px;">OFFICE USE ONLY</th> </tr> </thead> <tbody> <tr> <td style="width: 50%; padding: 2px;">Date Received</td> <td style="width: 50%;"></td> </tr> </tbody> </table>		OFFICE USE ONLY		Date Received	
OFFICE USE ONLY						
Date Received						
<p><b>1</b> Name of vendor who has a business relationship with local governmental entity.</p> <p style="text-align: center; font-size: 1.2em;">N/A</p>						
<p><b>2</b> <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire.</p> <p style="font-size: 0.8em;">(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.)</p>						
<p><b>3</b> Name of local government officer about whom the information in this section is being disclosed.</p> <p style="text-align: center; font-size: 1.2em;">N/A</p> <p style="text-align: center; font-size: 0.8em;">Name of Officer</p> <p style="font-size: 0.8em;">This section (item 3 including subparts A, B, C, &amp; 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.</p> <p>A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the vendor?</p> <p style="text-align: center;"> <input type="checkbox"/> Yes      <input type="checkbox"/> No                 </p> <p>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?</p> <p style="text-align: center;"> <input type="checkbox"/> Yes      <input type="checkbox"/> No                 </p> <p>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?</p> <p style="text-align: center;"> <input type="checkbox"/> Yes      <input type="checkbox"/> No                 </p> <p>D. Describe each employment or business and family relationship with the local government officer named in this section.</p>						
<p><b>4</b></p> <div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> <p style="font-size: 1.2em; text-align: center;">[Signature]</p> <p style="font-size: 0.8em;">Signature of vendor doing business with the governmental entity</p> </div> <div style="width: 45%; text-align: right;"> <p style="font-size: 1.2em;">10-4-2023</p> <p style="font-size: 0.8em;">Date</p> </div> </div>						

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**

<b>LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT</b>		<b>FORM CIS</b>
<p><small>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</small></p> <p>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.</p>		<b>OFFICE USE ONLY</b>
<b>1</b>	<b>Name of Local Government Officer</b>	Date Received
N/A		
<b>2</b>	<b>Office Held</b>	
<b>3</b>	<b>Name of vendor described by Sections 176.001(7) and 176.003(a), Local Government Code</b>	
<b>4</b>	<b>Description of the nature and extent of employment or other business relationship with vendor named in item 3</b>	
<b>5</b>	<p><b>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).</b></p> <p>Date Gift Accepted _____ Description of Gift _____</p> <p>Date Gift Accepted _____ Description of Gift _____</p> <p>Date Gift Accepted _____ Description of Gift _____</p> <p style="text-align: center;">(attach additional forms as necessary)</p>	
<b>6</b>	<p><b>AFFIDAVIT</b></p> <p>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.</p> <p style="text-align: center;">_____</p> <p style="text-align: center;">Signature of Local Government Officer</p> <p>AFFIX NOTARY STAMP / SEAL ABOVE</p> <p>Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20____, to certify which, witness my hand and seal of office.</p> <p>_____ Signature of officer administering oath      Printed name of officer administering oath      Title of officer administering oath</p>	

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).

[X] 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 . . .? 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?
2. Notify in writing a reasonable number of HUBs, allowing sufficient time for effective participation of the planned work to be subcontracted?
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)?
4. Negotiate in good faith with interested HUBs, and not reject bids from HUBs that qualify as lowest and responsive Bidders?
5. Document reasons HUBs were rejected? Was a written rejection notice, including the reason for rejection, provided to the rejected HUBs?
6. If Prime Contractor/Consultant has zero (0) HUB participation, please explain the reasons why. I dont have any Contractors that are sub hub contractors -

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.

Tahit Ashrafi
Printed Name of Authorized Representative

[Signature]
Signature

owner
Title

10-4-2023
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

10-4-2023  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name of HUB

\_\_\_\_\_  
Signature of Representative

~~10-4-2023~~  
\_\_\_\_\_  
Date

**Note: Nothing on this Notice of Intent Form is intended to confer any rights, expressed or implied, to any third parties.**  
Pre-Approval for Subcontractor Substitutions must be obtained from the Jefferson County Purchasing Agent's Representative. The "HUB Subcontractor/Subconsultant Change Form" must be completed and faxed to 409-835-8456.

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



**HISTORICALLY UNDERUTILIZED BUSINESS (HUB)  
SUCONTRACTING PARTICIPATION DECLARATION FORM**

PAGE 1 OF 4

Bidder intends to utilize Subcontractors/Subconsultants in the fulfillment of this contract (if awarded).

Yes  No

Prime Contractor: \_\_\_\_\_ HUB:  Yes  No

HUB Status (Gender & Ethnicity): \_\_\_\_\_

Address: \_\_\_\_\_  
Street City State Zip

Phone (with area code): \_\_\_\_\_ Fax (with area code): \_\_\_\_\_

Project Title & No.: \_\_\_\_\_ IFB/RFP No.: \_\_\_\_\_

Total Contract: \$ \_\_\_\_\_ Total HUB Subcontract(s): \$ \_\_\_\_\_

Construction HUB Goals: 12.8% MBE: \_\_\_\_\_ % 12.6% WBE: \_\_\_\_\_ %

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

**FOR HUB OFFICE USE ONLY:**

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

**PART I. HUB SUBCONTRACTOR DISCLOSURE**

HUB Subcontractor Name: \_\_\_\_\_

HUB Status (Gender & Ethnicity): \_\_\_\_\_

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

Address: \_\_\_\_\_  
Street City State Zip

Contact person: \_\_\_\_\_ Title: \_\_\_\_\_

Phone (with area code): \_\_\_\_\_ Fax (with area code): \_\_\_\_\_

Proposed Subcontract Amount: \$ \_\_\_\_\_ Percentage of Prime Contract: \_\_\_\_\_ %

Description of Subcontract Work to be Performed: \_\_\_\_\_

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

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) SUBCONTRACTING PARTICIPATION DECLARATION FORM

HUB Subcontractor Disclosure

PART I: Continuation Sheet (Duplicate as Needed)

HUB Subcontractor Name: \_\_\_\_\_

HUB Status (Gender & Ethnicity): \_\_\_\_\_

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

Address: \_\_\_\_\_ Street City State Zip

Contact person: \_\_\_\_\_ Title: \_\_\_\_\_

Phone (with area code): \_\_\_\_\_ Fax (with area code): \_\_\_\_\_

Proposed Subcontract Amount: \$ \_\_\_\_\_ Percentage of Prime Contract: \_\_\_\_\_ %

Description of Subcontract Work to be Performed: \_\_\_\_\_

HUB Subcontractor Name: \_\_\_\_\_

HUB Status (Gender & Ethnicity): \_\_\_\_\_

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

Address: \_\_\_\_\_ Street City State Zip

Contact person: \_\_\_\_\_ Title: \_\_\_\_\_

Phone (with area code): \_\_\_\_\_ Fax (with area code): \_\_\_\_\_

Proposed Subcontract Amount: \$ \_\_\_\_\_ Percentage of Prime Contract: \_\_\_\_\_ %

Description of Subcontract Work to be Performed: \_\_\_\_\_

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

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

**HISTORICALLY UNDERUTILIZED BUSINESS (HUB)  
SUCONTRACTING PARTICIPATION DECLARATION FORM**

PAGE 3 OF 4

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

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

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

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

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

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

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

Subcontractor Name: \_\_\_\_\_

Address: \_\_\_\_\_  
Street City State Zip

Contact person: \_\_\_\_\_ Title: \_\_\_\_\_

Phone (with area code): \_\_\_\_\_ Fax (with area code): \_\_\_\_\_

Proposed Subcontract Amount: \$ \_\_\_\_\_ Percentage of Prime Contract: \_\_\_\_\_ %

Description of Subcontract Work to be Performed: \_\_\_\_\_

Subcontractor Name: \_\_\_\_\_

Address: \_\_\_\_\_  
Street City State Zip

Contact person: \_\_\_\_\_ Title: \_\_\_\_\_

Phone (with area code): \_\_\_\_\_ Fax (with area code): \_\_\_\_\_

Proposed Subcontract Amount: \$ \_\_\_\_\_ Percentage of Prime Contract: \_\_\_\_\_ %

Description of Subcontract Work to be Performed: \_\_\_\_\_

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

**HISTORICALLY UNDERUTILIZED BUSINESS (HUB)  
SUBCONTRACTING PARTICIPATION DECLARATION FORM**

PAGE 4 OF 4

Subcontractor Name: \_\_\_\_\_

Address: \_\_\_\_\_  
  Street  City  State  Zip

Contact person: \_\_\_\_\_ Title: \_\_\_\_\_

Phone (with area code): \_\_\_\_\_ Fax (with area code): \_\_\_\_\_

Proposed Subcontract Amount: \$ \_\_\_\_\_ Percentage of Prime Contract: \_\_\_\_\_ %

Description of Subcontract Work to be Performed: \_\_\_\_\_

---

Subcontractor Name: \_\_\_\_\_

Address: \_\_\_\_\_  
  Street  City  State  Zip

Contact person: \_\_\_\_\_ Title: \_\_\_\_\_

Phone (with area code): \_\_\_\_\_ Fax (with area code): \_\_\_\_\_

Proposed Subcontract Amount: \$ \_\_\_\_\_ Percentage of Prime Contract: \_\_\_\_\_ %

Description of Subcontract Work to be Performed: \_\_\_\_\_

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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 BN Capital & Investments 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.):	85-3102847
Company Name submitting bid/proposal:	BN Capital & Investments LLC
Mailing address:	2597 McFaddin Street Beaumont, TX 77702
If you are an individual, list the names and addresses of any partnership of which you are a general partner:	

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

Jefferson County Tax Acct. No.*	Property address or location**
	8090 Turnberry Circle Beaumont, TX 77707
	2597 McFaddin St Bmt, TX 77707
	6937 Calder Ave Bmt TX / 6350 Bedford Bmt TX

\* This is the property amount identification number assigned by the Jefferson County Appraisal District.  
 \*\* For real property, specify the property address or legal description. For business property, specify the address where the property is located. For example, office equipment will normally be at your office, but inventory may be stored as a warehouse or other location.

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

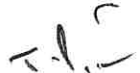
I, Tahir Ashrafi, the undersigned representative of (company or business name) BN Capital & Investments, L.L.C. (heretofore referred to as company) being an adult over the age of eighteen (18) years of age, after being duly sworn by the undersigned notary, do hereby depose and verify under oath that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

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

**Pursuant to Section 2270.002, Texas Government Code:**

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

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



\_\_\_\_\_  
Signature of Company Representative

10-4-2023  
\_\_\_\_\_  
Date

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, personally appeared

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

Notary Seal

\_\_\_\_\_  
**Notary Signature**

\_\_\_\_\_  
**Date**

**REQUIRED FORM**

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

SENATE BILL 252 CERTIFICATION

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

BN Capital & Investments LLC

Company Name

23 -053 /MR.

IFB/RFP/RFQ number

Certification check performed by:

\_\_\_\_\_  
Purchasing Representative

\_\_\_\_\_  
Date

**THIS FORM IS FOR  
OFFICE USE ONLY**

BID AFFIDAVIT

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

STATE OF Texas COUNTY OF Jefferson

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

on this day personally appeared Tahir P. Ashrafi, who  
(name)

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

"I, Schwanda Ayala am a duly authorized officer of/agent  
(name)  
for Wells Fargo Bank 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: BN CAPITAL & INVESTMENTS LLC  
2597 MAFFORD ST BMS TX 77702

Fax: \_\_\_\_\_ Telephone# 409-284-5309

by: Tahir Ashrafi Title: owner  
(print name)

Signature: Tahir

SUBSCRIBED AND SWORN to before me by the above-named  
Tahir P. Ashrafi on

this the 4th day of October, 2023

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

Schwanda Ayala  
Notary Public in and for  
the State of Texas







**JEFFERSON COUNTY PURCHASING DEPARTMENT**  
*Deborah L. Clark, Purchasing Agent*

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1149 Pearl Street, 1<sup>st</sup> Floor, Beaumont, TX 77701 409-835-8593 Fax 409-835-8456

**REQUEST FOR CLARIFICATION**

IFB 23-053/MR, Term Contract for Aviation Fuel for Jack Brooks Regional  
Airport

October 6, 2023

Dear Bidder:

The purpose of this letter is to clarify requirements of the above referenced bid. Please check the appropriate boxes on the next page to indicate your understanding and concurrence of each requirement. Please sign this notice and return it to the Jefferson County Purchasing Department via email at: [mistey.reeves@jeffcotx.us](mailto:mistey.reeves@jeffcotx.us) or fax at: 409-835-8456) no later than 5:00 pm, Tuesday, October 10, 2023.

Please feel free to contact my office at 409-835-8593 should you have any questions.

Sincerely,

A handwritten signature in cursive script that reads "Deborah Clark".

Deborah L. Clark  
Purchasing Agent  
Jefferson County, Texas

DC: mr

Enclosures

## CLARIFICATION

IFB 23-053/MR, Term Contract for Aviation Fuel for Jack Brooks Regional  
Airport

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

The bid you provided did not include pricing for items 1, 3, 4, 5 and 6 on the bid form provided on pages 44-46 of the Invitation for Bid. Please provide your pricing for these items or note you will not be bidding on these items. You cannot change the pricing you submitted for item 2.

### Enclosed

Yes                  No

1. Please provide a completed bid form

BN Capital & Investments LLC

Bidder (Entity Name)

T.A.H.

Signature

2597 McFaddin Street

Street & Mailing Address

Tahir Ashrafi

Print Name

Beaumont, TX 77702

City, State & Zip

10-10-2023

Date Signed

409-284-5309

Telephone Number

409-347-7986

Fax Number

tony@bncapitalinvestment.com

E-mail Address

**Return via Email at:    Email Address Here or via Fax at: 409-835-8456 to  
the Jefferson County Purchasing Department no later than Time Here, Day Here,  
Date Here.**

**Item 1. AVGas 100 Low-Lead**

Line	Per Gallon Description	Unit Price per Gallon
A.	Platts Reference Price on [08/29/2023]	\$ 3.217
B.	Bidder's Markup (Dollars not Percentage)	\$ 0.3
C.	Federal Excise Tax	\$ 0.194
D.	Federal Oil Spill Tax	\$ 0.00214
E.	Federal Superfund Fee	\$ 0.0039
F.	Texas Petro Delivery	\$ 0.00082
G.	Transport Per Gallon (If Applicable)	
H.	Subtotal Fees per Gallon (Sum A to G)	\$ 3.71786
I.	Estimated Annual Quantity (Gallons)	41000
J.	Annual Price (Line H times Line I)	\$ 152,432.26
K.	Fee per Delivery (If Any):	\$ 750
L.	Est Deliveries per Year	5
M.	Annual Delivery Price (Line K times Line L):	\$ 3,750
N.	Annual Total Cost for Delivered Fuel (Line J plus Line M):	\$ 156,182.26

**Item 2. Jet A**

Line	Per Gallon Description	Unit Price per Gallon
O	Platts Reference Price on [08/29/2023]	\$ 3.217
P	Bidder's Markup (Dollars not Percentage)	\$ 0.3
Q	Federal Excise Tax	\$ 0.243
R	Federal LUST Tax	\$ 0.001
S	Federal Oil Spill Tax	\$ 0.00214
T	Federal Superfund Fee	\$ 0.0039
U	Transport Per Gallon (If Applicable)	
V	Subtotal Fees per Gallon (Sum O to U)	\$ 3.76704
W	Estimated Annual Quantity (Gallons)	742,600
X	Annual Price (Line V times Line W)	\$ 2,797,403.904
Y	Fee per Delivery (If Any)	\$ 750

Z	Est Deliveries per Year	95
AA	Annual Delivery Price	\$ 71,250

AB	Annual Total Cost for Delivered Fuel	2,868,653.904
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**Item 3. Credit Cards Honored and Service Fees:**

AMEX	3.50%
VISA	3.50%
MASTERCARD	3.50%
DISCOVER	3.50%
MULTISERVE	3.50%
AIRCARD	3.50%
AVCARD	3.50%

**Item 4. Additional Marketing Support**

\$0
-----

**Item 5. Refueler Truck - Required Primary**

3000 Gallon Jet A Refueler Truck - Annual Cost	\$39,600
Year/Make/Model:	1999/International/Model # 4900

**Item 6. Refueler Trucks - Optional Additional**

3000 Gallon Jet A Refueler Truck - Annual Cost	\$39,600
Year/Make/Model	1999/International/Model # 4900

AVGas Refueler Truck - Annual Cost	\$39,600
Year/Make/Model	1999/International/Model # 4900

REFERENCE PRICE/GAL	\$	3.21700		
MARKUP		20%		
FREIGHT PER GALLON	\$	0.09500	7500	712.50

3.217	135.114
9.5	7500 712.5

Relevant Information to be entered		
Line	Per Gallon Description	Unit Price per Gallon
O	Platts Reference Price on [08/29/2023]	\$ 3.21700
P	Bidder's Markup (Dollars not Percentage)	\$ 0.30000
Q	Federal Excise Tax	\$ 0.24300
R	Federal LUST Tax	\$ 0.00100
S	Federal Oil Spill Tax	\$ 0.00214
T	Federal Superfund Fee	\$ 0.00390
U	Transport Per Gallon (If Applicable)	
V	Subtotal Fees per Gallon (Sum O to U)	\$ 3.76704
W	Estimated Annual Quantity (Gallons)	742,600
X	Annual Price (Line V times Line W)	\$ 2,797,404

Y	Fee per Delivery (If Any)	\$ 750
Z	Est Deliveries per Year	95
AA	Annual Delivery Price	\$ 71,250

AB	Annual Total Cost for Delivered Fuel	2,868,654
----	--------------------------------------	-----------

AMEX	3.50%
VISA	3.50%
MASTERCARD	3.50%
DISCOVER	3.50%
MULTISERVE	3.50%
AIRCARD	3.50%
AVCARD	3.50%



# EPIC<sup>®</sup>

## FUELS



**BID NO:**  
**IFB 23-053/MR**

Prepared for  
**Jack Brooks Regional Airport**  
Jefferson County, TX

**October 4<sup>th</sup>, 2023**



PREPARED BY

**BRETT REID**  
Regional Sales Manager

breid@epicfuels.com  
503.569.2209

**EPIC Fuels**  
222 W. Las Colinas Boulevard  
Suite 1425N  
Irving, TX 75039

**ORIGINAL**

EPIC Fuels  
222 W. Las Colinas Blvd.  
Suite 1425N  
Irving, TX 75039

Wednesday, October 4<sup>th</sup>, 2023

Jefferson County Purchasing Department  
c/o Jack Brooks Regional Airport  
1149 Pearl Street, 1<sup>st</sup> Floor  
Beaumont, TX 77701

Dear Deborah Clark,

Thank you for allowing EPIC Fuels the opportunity to present you with the below proposal offer. It is my pleasure to present this branded proposal for EPIC Fuels to be your fuel supplier for aviation fuel and related services. I have outlined key points in this letter with details presented in the following proposal.

- 7 Terms - Three (3) years. Payment terms offered are 30-day.
- 7 Avgas -
  - o Supply Point:  
**Primary:** Exxon - Baton Rouge, LA
- 7 Jet A -
  - o Supply Point:  
**Primary:** Valero - Pasadena, TX  
**Alternate:** Exxon - Baton Rouge, LA
- 7 Quality Control -
  - o Hands-on, on-site training is provided annually and at no charge
  - o QC Audits - Annual quality control inspections
- 7 NATA training - Subsidized pricing for NATA professional line service and supervisor training
- 7 Reseller Processing - EPIC Direct: One program that is integrated to run all your reseller, ad-hoc, contract fuel, etc. transactions at 0%
- 7 Cooperative funds - EPIC will provide \$0.005 of cooperative marketing funds for each general aviation gallon of fuel purchased.
- 7 Insurance - \$50,000,000 Extended Products Liability Insurance Program & opportunity for negotiated FBO rates through Starr Insurance Agency

7 Airport Concessions -

- o EPIC to include maintenance on leased refueler except tires and batteries as specified in RFP
- o \$1,000 each contract year towards airport marketing funds such as branded uniforms, material, hats, umbrellas, etc. (Provided in addition to CO-OP marketing funds).

Following this cover letter is our response to your RFP including a completed specifications packet in its entirety, refueler warranty, and fuel specifications. We have also included our EPIC Fuels supplemental packet with our branded dealer offering which follows the RFP documents.

We look forward to the opportunity in working with the Jack Brooks Regional Airport team.

Sincerely,



Brett Reid  
Regional Sales Manager  
EPIC Fuels

*This proposal and its supporting materials are, and shall remain, private and confidential to EPIC Aviation, Jack Brooks Regional Airport and the employees of each to whom have reason and purpose for reviewing the content. Otherwise, this proposal and its supporting materials shall not be reproduced or shared. Pricing, Terms and Condition of Sale are subject to final review and commitment. Advertising and promotional programs referenced in this proposal are subject to change. Bravo and EPIC Aviation are trademarks of EPIC Aviation, LLC. EPIC Card and Compass Transaction Management System are trademarks of EPIC Card Services.*





**JEFFERSON COUNTY PURCHASING DEPARTMENT**  
*Deborah L. Clark, Purchasing Agent*

1149 Pearl Street  
 1<sup>st</sup> Floor, Beaumont, TX 77701

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

**LEGAL NOTICE**

**Advertisement for Invitation for Bids**

August 29, 2023

Notice is hereby given that sealed bids will be accepted by the Jefferson County Purchasing Department for Invitation for Bid (IFB 23-053/MR) **Term Contract for Aviation Fuel for Jack Brooks Regional Airport**. Specifications for this project may be obtained from the Jefferson County website, <https://www.co.jefferson.tx.us/Purchasing/> or by calling 409-835-8593.

Bids are to be sealed and addressed to the Purchasing Agent with the bid number and name marked on the outside of the envelope or box. Bidders shall forward an original and two (2) copies of their bid to the address shown below. Jefferson County does not accept bids submitted electronically. Late bids will be rejected as non-responsive. Bids will be publicly opened and read aloud in the Jefferson County Engineering Department Conference Room (5th Floor, Historic Courthouse) 1149 Pearl Street, Beaumont, Texas 77701, at the time and date below. Bidders are invited to attend the sealed bid opening.

**BID NAME:** Term Contract for Aviation Fuel for Jack Brooks Regional Airport

**BID NUMBER:** IFB 23-053/MR

**DUE BY TIME/DATE:** 11:00 AM CT, Wednesday, October 4, 2023

**MAIL OR DELIVER TO:** Jefferson County Purchasing Department  
 1149 Pearl Street, 1<sup>st</sup> Floor  
 Beaumont, Texas 77701

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

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

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

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

Deborah L. Clark, Purchasing Agent  
 Jefferson County, Texas

**PUBLISH:**

**Beaumont Enterprise:**

August 30, 2023 & September 6, 2023

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**BID SUBMISSIONS:**

One (1) Original and two (2) Bid Copies; with all copies to include a Completed Copy of this specifications packet, in its entirety.

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

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

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

## SECTION 1: GENERAL CONDITIONS OF BIDDING AND TERMS OF CONTRACT

---

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

### 1. BIDDING.

#### 1.1 BIDS.

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

#### 1.2 AUTHORIZED SIGNATURES.

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

#### 1.3 LATE BIDS.

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

#### 1.4 WITHDRAWAL OF BID PRIOR TO OPENING.

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

#### 1.5 WITHDRAWAL OF BID AFTER OPENING.

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

#### 1.6 BID AMOUNTS.

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

#### 1.7 EXCEPTIONS AND/OR SUBSTITUTIONS.

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

#### 1.8 ALTERNATES.

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

**1.9 DESCRIPTIONS.**

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

**1.10 BID ALTERATIONS.**

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

**1.11 TAX EXEMPT STATUS.**

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

**1.12 QUANTITIES.**

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

**1.13 BID AWARD.**

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

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

**1.14 SILENCE OF SPECIFICATIONS FOR COMPLETE UNITS.**

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

**1.15 ADDENDA.**

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

**1.16 GENERAL BID BOND/SURETY REQUIREMENTS.**

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

**1.17 GENERAL INSURANCE REQUIREMENTS.**

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

**1.18 RESPONSIVENESS.**

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

required delivery schedules as set forth in the bid request; b) bids with prices qualified in such a manner that the bid price cannot be determined, such as with vague wording that may include "price in effect at the time of delivery," and c) bids made contingent upon award of other bids currently under consideration.

#### **1.19 RESPONSIBLE STANDING OF BIDDER.**

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

#### **1.20 CONFIDENTIAL/PROPRIETARY INFORMATION.**

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

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

#### **1.21 PUBLIC BID OPENING.**

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

## **2. PERFORMANCE.**

### **2.1 DESIGN, STRENGTH, AND QUALITY.**

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

### **2.2 AGE AND MANUFACTURE.**

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

### **2.3 DELIVERY LOCATION.**

All deliveries will be made to the address(es) specified on the purchase order during normal 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-DETERMINATION.**

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 awarded a contract, Offeror may appear before the Commissioners' Court and present evidence concerning Offeror responsibility after officially notifying the Office of the Purchasing Agent of Offeror's intent to appear.

#### **8. CONTRACT.**

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

#### **9. WAIVER OF SUBROGATION.**

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

#### **10. FISCAL FUNDING.**

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

#### **11. BID RESULTS.**

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

Department.

**12. CHANGES AND ADDENDA TO BID DOCUMENTS.**

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

**13. SPECIFICATIONS.**

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

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

**14. DELIVERY.**

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

**15. INTERPRETATION OF BID AN/OR CONTRACT DOCUMENTS.**

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

**16. CURRENCY.**

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

**17. PRICING.**

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

**18. NOTICE TO PROCEED/PURCHASE ORDER.**

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

**19. CERTIFICATION.**

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

- The submission of the offer did not involve collusion or other anti-competitive practices.
- The Bidder has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to any public servant in connection with the submitted offer.

- The Bidder hereby certifies that the individual signing the bid is an authorized agent for the Bidder and has the authority to bind the Bidder to the contract.

**20. DEFINITIONS.**

“County” – Jefferson County, Texas.

“Contractor” – The Bidder whose proposal is accepted by Jefferson County.

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

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

**SECTION 2: FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA)  
MANDATED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY UNDER FEDERAL AWARDS  
REQUIRED BY 2 C.F.R. §200.326 APPENDIX II TO 2 CFR §200**

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 August 31, 2022.**

THRESHOLD	PROVISION	CITATION
<p>&gt;\$250,000 (Simplified Acquisition Threshold)</p>	<p>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 <a href="#">41 U.S.C. 1908</a>, 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.</p>	<p>2 CFR 200 APPENDIX II (A)</p>
<p>&gt;\$10,000</p>	<p>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 affected and the basis for settlement.</p>	<p>2 CFR 200 APPENDIX II (B)</p>
<p>None</p>	<p>Equal Employment Opportunity. Except as otherwise provided under <a href="#">41 CFR Part 60</a>, all contracts that meet the definition of "federally assisted construction contract" in <a href="#">41 CFR Part 60-1.3</a> must include the equal opportunity clause provided under <a href="#">41 CFR 60-1.4(b)</a>, in accordance with Executive Order 11246, "Equal Employment Opportunity" (<a href="#">30 FR 12319</a>, <a href="#">12935</a>, <a href="#">3 CFR Part, 1964-1965 Comp.</a>, p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at <a href="#">41 CFR part 60</a>, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."</p> <p>41 CFR 60-1.4 Equal opportunity clause.</p> <p>(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:</p> <p>The [recipient] hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:</p> <p>During the performance of this contract, the Contractor agrees as follows:</p> <p>(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:</p>	<p>2 CFR 200 APPENDIX II I and 41 CFR §60-1.4(b)</p>

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

	<p>Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.</p> <p>(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:</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p>	
<p>&gt;\$2,000</p>	<p>Davis-Bacon Act, as amended (<a href="#">40 U.S.C. 3141-3148</a>). 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 (<a href="#">40 U.S.C. 3141-3144</a>, and <a href="#">3146-3148</a>) as supplemented by Department of Labor regulations (<a href="#">29 CFR Part 5</a>, "Labor Standards Provisions</p>	<p>2 CFR 200 APPENDIX II (D)</p>

	<p>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 (<a href="#">40 U.S.C. 3145</a>), as supplemented by Department of Labor regulations (<a href="#">29 CFR Part 3</a>, "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.</p>	
>\$100,000	<p>Contract Work Hours and Safety Standards Act (<a href="#">40 U.S.C. 3701-3708</a>). 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 <a href="#">40 U.S.C. 3702</a> and <a href="#">3704</a>, as supplemented by Department of Labor regulations (<a href="#">29 CFR Part 5</a>). Under <a href="#">40 U.S.C. 3702</a> 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 <a href="#">40 U.S.C. 3704</a> 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.</p>	2 CFR 200 APPENDIX II (E)
None	<p>Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under <a href="#">37 CFR § 401.2 (a)</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 <a href="#">37 CFR Part 401</a>, "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.</p>	2 CFR 200 APPENDIX II (F)
>\$150,000	<p>Clean Air Act (<a href="#">42 U.S.C. 7401-7671q</a>.) and the Federal Water Pollution Control Act (<a href="#">33 U.S.C. 1251-1387</a>), 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 (<a href="#">42 U.S.C. 7401-7671q</a>) and the Federal Water Pollution Control Act as amended (<a href="#">33 U.S.C. 1251-1387</a>). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).</p>	2 CFR 200 APPENDIX II (G)



>\$25,000	Debarment and Suspension (Executive Orders 12549 and 12689) - A contract award (see <a href="#">2 CFR 180.220</a> ) 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 <a href="#">2 CFR 180</a> that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.	2 CFR 200 APPENDIX II (H)
>\$100,000	Byrd Anti-Lobbying Amendment ( <a href="#">31 U.S.C. 1352</a> ) - 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 <a href="#">31 U.S.C. 1352</a> . 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.	2 CFR 200 APPENDIX II (I) and 24 CFR §570.303
	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)
>\$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 <a href="#">40 CFR part 247</a> 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.	2 CFR 200.323
>\$100,000	<p><i>§135.38 Section 3 clause</i>  <i>All section 3 covered contracts shall include the following clause (referred to as the section 3 clause):</i></p> <p>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.</p> <p>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.</p>	

	<p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>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).</p>	
<p>None</p>	<p>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:</p> <p>Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:</p> <ol style="list-style-type: none"> <li>(1) Procure or obtain;</li> <li>(2) Extend or renew a contract to procure or obtain; or</li> <li>(3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered</li> </ol>	<p>2 CFR 200.216</p>

	<p>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 <a href="#">Public Law 115-232</a>, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).</p> <p>(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).</p> <p>(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.</p> <p>(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.</p> <p>(b) In implementing the prohibition under <a href="#">Public Law 115-232</a>, 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.</p> <p>(c) See <a href="#">Public Law 115-232</a>, section 889 for additional information.</p> <p>(d) See also <a href="#">§ 200.471</a>.</p>	
None	<p>As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award. For purposes of this section:</p> <p>(1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.</p> <p>(2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.</p>	2 CFR 200.322(a)(b)(1) (2)
None	<p>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.</p>	2 CFR 200.112

None	<p>The Federal awarding agency and the non-Federal entity should, whenever practicable, collect, transmit, and store Federal award-related information in open and machine-readable formats rather than in closed formats or on paper in accordance with applicable legislative requirements. A machine-readable format is a format in a standard computer language (not English text) that can be read automatically by a web browser or computer system. The Federal awarding agency or pass-through entity must always provide or accept paper versions of Federal award-related information to and from the non-Federal entity upon request. If paper copies are submitted, the Federal awarding agency or pass-through entity must not require more than an original and two copies. When original records are electronic and cannot be altered, there is no need to create and retain paper copies. When original records are paper, electronic versions may be substituted through the use of duplication or other forms of electronic media provided that they are subject to periodic quality control reviews, provide reasonable safeguards against alteration, and remain readable.</p>	2 CFR 200.336
None	<p>Contracting with HUB, small and minority businesses, women's business enterprises, and labor surplus area firms.</p> <p>(a) The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.</p> <p>(b) Affirmative steps must include:</p> <p>(1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;</p> <p>(2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;</p> <p>(3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;</p> <p>(4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;</p> <p>(5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and</p> <p>(6) Requiring the prime Contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (b)(1) through (5) of this section.</p>	2 CFR 200.321
None	<p>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:</p> <p>(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.</p> <p>(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.</p> <p>(c) Records for real property and equipment acquired with Federal funds must be retained for 3 years after final disposition.</p>	2 CFR 200.334

	<p>(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.</p> <p>(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.</p> <p>(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).</p> <p>(1) <i>If submitted for negotiation.</i> If the proposal, plan, or other computation is required to be submitted to the Federal Government (or to the pass-through entity) to form the basis for negotiation of the rate, then the 3-year retention period for its supporting records starts from the date of such submission.</p> <p>(2) <i>If not submitted for negotiation.</i> If the proposal, plan, or other computation is not required to be submitted to the Federal Government (or to the pass-through entity) for negotiation purposes, then the 3-year retention period for the proposal, plan, or computation and its supporting records starts from the end of the fiscal year (or other accounting period) covered by the proposal, plan, or other computation.</p>	
<p>None</p>	<p>CONTRACTS WITH COMPANIES ENGAGED IN BUSINESS WITH IRAN, SUDAN, OR FOREIGN TERRORIST ORGANIZATION PROHIBITED. A governmental entity may not enter into a governmental contract with a company that is identified on a list prepared and maintained under Section 2270.0052, 2270.0102, or 2270.0152. In accordance with Texas Government Code, Chapter 2252, Subchapter F, <b>Respondent</b> hereby represents and warrants that it is not a company identified on the lists prepared and maintained under Texas Government Code §§ 2270.0052 (companies with business operations in Sudan), 2270.0102 (companies with business operations in Iran), or 2270.0152 (companies known to have contracts with or provide supplies or services to a foreign terrorist organization). Notwithstanding the foregoing, a company that the United States government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, Iran, or to a foreign terrorist organization, is not subject to contract prohibition under this clause. A company claiming such exemption must submit the official copy of the declaration.</p>	<p>Texas Government Code 2252.152</p>
<p>&gt;\$100,000</p>	<p>PROVISION REQUIRED IN CONTRACT. (a) This section applies only to certain solicitations and contracts. Section 2271.002 of the Texas Government Code states the following:</p> <p>(a) This section applies only to a contract that:</p> <p>(1) is between a governmental entity and a company with 10 or more full-time employees; and</p> <p>(2) has a value of \$100,000 or more that is to be paid wholly or partly from public funds of the governmental entity.</p> <p>(b) A governmental entity 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:</p>	<p>Texas Government Code 2271.002</p>

	(1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. Section 2271.001(2) of the Government Code defines "company" to be the meaning assigned by Section 808.001 of the Texas Government Code, except that the term does not include a sole proprietorship.	
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.	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.

**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 EPIC Aviation 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**

Bridget Gonchar, Chief Operating Officer

\_\_\_\_\_  
**Name and Title of Contractor's Authorized Official**

September 25, 2023

\_\_\_\_\_  
**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](http://www.sam.gov) and <https://acquisition.gov/far/index.html> see section 52.209-6.

The Contractor EPIC Aviation, 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

Bridget Gonchar, Chief Operating Officer

\_\_\_\_\_  
Name and Title of Contractor's Authorized Official

September 25, 2023

\_\_\_\_\_  
Date

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



## CIVIL RIGHTS COMPLIANCE PROVISIONS

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### 1. EQUAL EMPLOYMENT OPPORTUNITY (Equal Opportunity Clause)

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

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

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

Bridget Gonchar, Chief Operating Officer

**Name and Title of Contractor's Authorized Official**

September 25, 2023

**Date**

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

### SECTION 3: SPECIAL REQUIREMENTS/BID SUBMISSION INSTRUCTIONS

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The following requirements and instructions supersede General Requirements where applicable.

#### 1. SUBMISSION OF BID.

Bidder is Responsible for Submitting:

One (1) Original and two (2) Bid Copies; with all copies to include a Completed Copy of this Specifications Packet, **in its entirety**.

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

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

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

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

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

Jefferson County Purchasing Department  
1149 Pearl Street, 1<sup>st</sup> 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 or 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, October 4, 2023**

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

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

Late bids will not be accepted and will be returned unopened to the Bidder.

Jefferson County shall not be responsible for any effort or cost expended in the preparation of a response to this IFB.

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

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

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

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

**COUNTY HOLIDAYS (2023):**

January 16	(Monday)	Martin Luther King, Jr. Day
February 20	(Monday)	President's Day
April 7	(Friday)	Good Friday
May 29	(Monday)	Memorial Day
July 4	(Tuesday)	Independence Day
September 4	(Monday)	Labor Day
November 10	(Friday)	Veteran's Day
November 23 & 24	(Thursday & Friday)	Thanksgiving
December 25 & 26	(Monday & Tuesday)	Christmas
January 1, 2024	(Monday)	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 **Mistey Reeves, Assistant Purchasing Agent** at: [mistey.reeves@jeffcotx.us](mailto:mistey.reeves@jeffcotx.us). If no response in 72 hours, contact **Deborah Clark, Purchasing Agent** at: [deb.clark@jeffcotx.us](mailto:deb.clark@jeffcotx.us).

The Deadline for asking questions or requesting additional information (in writing) is 5:00 pm, CT, September 22, 2023.

**4. VENDOR REGISTRATION (System for Award Management).**

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

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

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

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



## SAM Registration Status

**Epic Aviation, LLC** ● Active Registration

Unique Entity ID:  
PDJLKS4GLU15

Doing Business As:  
Epic Card Services

Purpose of Registration:  
All Awards

*Expiration Date*

**Dec 21, 2023**

CAGE/NCAGE:  
3AYN0

Physical Address:  
3871 Fairview Industrial Dr SE  
Ste 100  
Salem, OR 97302-1193 USA

## 5. FORM 1295 (Texas Ethics Commission) SUBMISSION 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](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm)

A sample of a completed FORM 1295 is included on **PAGE 30**.

### 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.	<b>OFFICE USE ONLY</b>
---	------------------------

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
<b>VENDOR: ENTER EACH PERSON HAVING INTEREST, OWNERS ARE THE CONTROLLING PARTIES.</b>		X	
<b>VENDOR: WORKERS (OR NON-OWNERS) IN YOUR COMPANY ARE INTERMEDIARY PARTIES.</b>			X

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

6 UNSWORN DECLARATION **VENDOR: COMPLETE, DATE, AND SIGN THIS DECLARATION SECTION.**  
 My name is \_\_\_\_\_, and my date of birth is \_\_\_\_\_.  
 My address \_\_\_\_\_ (street) \_\_\_\_\_ (city) \_\_\_\_\_ (state) \_\_\_\_\_ (zip code) \_\_\_\_\_ (country).  
 I declare under penalty of perjury that the foregoing is true and correct.  
 Executed in \_\_\_\_\_ County, State of \_\_\_\_\_, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.  
(month) (year)  
 \_\_\_\_\_  
 Signature of authorized agent of contracting business entity (Declarant)

**ADD ADDITIONAL PAGES AS NECESSARY**

Form provided by Texas Ethics Commission [www.ethics.state.tx.us](http://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.**



**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

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

EPIC Aviation, LLC  
Irving, TX United States

Certificate Number:  
2023-1069879

Date Filed:  
09/11/2023

Date Acknowledged:

**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 23-053/MR  
Term Contract for Aviation Fuel for Jack Brooks Regional Airport

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Signature Aviation	Orlando, FL United States	X	
EPIC Aviation, LLC	Irving, TX United States	X	

5 Check only if there is NO Interested Party.

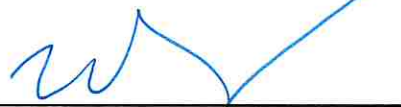
**6 UNSWORN DECLARATION**

My name is Bridget Gonchar, and my date of birth is 5/22/1987.

My address is 222 West Las Colinas Blvd., Suite 1425N, Irving, TX, 75039, USA.  
(street) (city) (state) (zip code) (country)

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

Executed in Orange County, State of Florida, on the 25th day of September, 2023.  
(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, 7<sup>th</sup> floor  
 Beaumont, TX 77701.

**9. USAGE REPORTS.**

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

**10. INSURANCE.**

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

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

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

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

**Minimum Insurance Requirements:**

<b>Public Liability, including Products &amp; Completed Operations</b>	\$1,000,000
<b>Excess Liability</b>	\$1,000,000

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

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

Builder's Risk Policy: Structural Coverage for Construction Projects

Installation Floater Policy: Improvements/Alterations to Existing Structure

**Workers' Compensation**

Statutory Coverage (See Section 9 Below)

**11. WORKERS' COMPENSATION INSURANCE****11.1 Definitions:**

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

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

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

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

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

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

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

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

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

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

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

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

- 11.9 The Contractor shall contractually require each person with whom it contracts to provide services on a project to:
- 11.9.1 Provide coverage, based on reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all its employees providing services on the project, for the duration of the project.
  - 11.9.2 Provide to the Contractor, prior to that person beginning work on the project a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project.
  - 11.9.3 Provide the Contractor, prior to the end of coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.
  - 11.9.4 Obtain from each person with whom it contracts, and provide to the Contractor:
    - 11.9.4.1 A certificate of coverage, prior to the other person beginning work on the project; and
    - 11.9.4.2 the coverage period, if the coverage period shown on the current certificate of a new certificate of coverage showing extension of coverage, prior to the end of coverage ends during the duration of the project.
  - 11.9.5 Retain all required certificates of coverage on file for the duration of the project and for one (1) year thereafter.
  - 11.9.6 Notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and
  - 11.9.7 Contractually require each person with whom it contracts to perform as required by paragraphs **11.1 – 11.7**, with the certificates of coverage to be provided to the person for whom they are providing services.
- 11.10 By signing this contract or providing or causing to be provided a certificate of coverage, the Contractor is representing to the governmental entity that all employees of the Contractor who will provide services of the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the Contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.
- 11.11 The Contractor's failure to comply with any of these provisions is a breach of contract by the Contractor which entitles the governmental entity to declare the contract void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the governmental entity.

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

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



# CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)  
09/18/2023

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).

<b>PRODUCER</b> Aon Risk Services Northeast, Inc. Boston MA Office 53 State Street Suite 2201 Boston MA 02109 USA	<b>CONTACT NAME:</b> PHONE (A/C. No. Ext): (866) 283-7122      FAX (A/C. No.): (800) 363-0105		
	<b>E-MAIL ADDRESS:</b>		
<b>INSURED</b> Epic Aviation, LLC 222 W. Las Colinas Blvd. Suite 1425N Irving TX 75039 USA	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
	INSURER A: Starr Indemnity & Liability Company		38318
	INSURER B: Allianz Global Risks US Insurance Co.		35300
	INSURER C:		
	INSURER D:		
	INSURER E:		

Holder Identifier :

**COVERAGES**      **CERTIFICATE NUMBER:** 570101541691      **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,

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			USL00171522	12/31/2022	12/31/2023	EACH OCCURRENCE	\$1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$100,000
							MED EXP (Any one person)	\$10,000
							PERSONAL & ADV INJURY	\$1,000,000
							GENERAL AGGREGATE	\$1,000,000
							PRODUCTS - COM/POP AGG	\$1,000,000
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY Phys Damage Ded			1000600306221 All other states 1000600307221 MA	12/31/2022	12/31/2023	COMBINED SINGLE LIMIT (Ea accident)	\$2,000,000
A					12/31/2022	12/31/2023	BODILY INJURY ( Per person)	
							BODILY INJURY (Per accident)	
							PROPERTY DAMAGE (Per accident)	
B	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION			USL00137922 SIR applies per policy terms & conditions	12/31/2022	12/31/2023	EACH OCCURRENCE	\$1,000,000
							AGGREGATE	\$1,000,000
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> <input type="checkbox"/> ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			1000002963 AOS 1000002961 FL MA	12/31/2022	12/31/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER	
A					12/31/2022	12/31/2023	E.L. EACH ACCIDENT	\$2,000,000
							E.L. DISEASE-EA EMPLOYEE	\$2,000,000
							E.L. DISEASE-POLICY LIMIT	\$2,000,000

570101541691

Certificate No :

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

<b>CERTIFICATE HOLDER</b>  Epic Aviation 222 W. Las Colinas Blvd. Suite 1425N Irving TX 75039 USA	<b>CANCELLATION</b> 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  



AGENCY CUSTOMER ID: 570000035015

LOC #:



## ADDITIONAL REMARKS SCHEDULE

Page    of   

AGENCY Aon Risk Services Northeast, Inc.		NAMED INSURED Epic Aviation, LLC	
POLICY NUMBER See Certificate Number: 570101541691		EFFECTIVE DATE:	
CARRIER See Certificate Number: 570101541691	NAIC CODE		

**ADDITIONAL REMARKS**

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

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER	
INSURER	
INSURER	
INSURER	

**ADDITIONAL POLICIES**

If a policy below does not include limit information, refer to the corresponding policy on the ACORD certificate form for policy limits.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
	WORKERS COMPENSATION						
A		N/A		1000002960 WI	12/31/2022	12/31/2023	



## BIDDER INFORMATION FORM

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

**Bid Number & Name:** (IFB 23-053/MR) Term Contract for Aviation Fuel for Jack Brooks Regional Airport

**Bidder's Company/Business Name:** EPIC Aviation, LLC

**Bidder's TAX ID Number:** 93-1069451

**If Applicable:** HUB Vendor No. N/A DBE Vendor No. N/A

**Contact Person:** Brett Reid **Title:** Regional Sales Manager

**Phone Number (with area code):** 503-569-2209

**Alternate Phone Number if available (with area code):** 503-566-2490

**Fax Number (with area code):** 503-566-2390

**Email Address:** breid@epicfuels.com

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

222 West Las Colinas Blvd. Suite 1425N

Address

Irving, TX 75039

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 Mistey Reeves, Assistant Purchasing Agent at 409-835-8593 or via email at: [mistey.reeves@jeffcotx.us](mailto:mistey.reeves@jeffcotx.us). If not response in 72 hours, contact Deborah Clark, Purchasing Agent at 409-835-8593 or via email at: [deb.clark@jeffcotx.us](mailto:deb.clark@jeffcotx.us). Please reference Bid Number: IFB 23-053/MR.

### SCOPE OF PROJECT:

It is the intent of Jefferson County to solicit aviation fuel bids for the Jack Brooks Regional Airport. **The contract shall be for a period of three (3) years from November 1, 2023 through October 31, 2026.**

### Price Formula

Price for AV Gas Low Lead 100 is the price in effect at time of delivery and is based on a formula price using Platts, U.S. Gulf Coast pipeline mid using Monday through Friday average effective on Tuesdays, plus bidder's markup per gallon, plus tax in effect.

Price for Jet A is the price in effect at the time of delivery and is based on a formula price using Platts, U.S. Gulf Coast pipeline mid using Monday through Friday average effective on Tuesdays, plus freight, plus bidder's markup per gallon, plus tax in effect.

Prices will be based on the previous week's average. The Weekly report will be the reference for prices for all purchases made beginning the following Wednesday for a period of one (1) week, which would be from Wednesday through Tuesday.

Bidder will furnish a computer printout each week showing the above calculations and prices in effect for the period, to be emailed to Megan Kitchens, Airport Financial Analyst at [megan.kitchens@jeffcotx.us](mailto:megan.kitchens@jeffcotx.us) and Elisabeth LeBlanc, Airport Fuel Supervisor at [Elisabeth.leblanc@jeffcotx.us](mailto:Elisabeth.leblanc@jeffcotx.us).

All price changes will be emailed to Megan Kitchens, Airport Financial Analyst at [megan.kitchens@jeffcotx.us](mailto:megan.kitchens@jeffcotx.us) and Elisabeth LeBlanc, Airport Fuel Supervisor at [elisabeth.leblanc@jeffcotx.us](mailto:elisabeth.leblanc@jeffcotx.us) and any other airport personnel as requested.

Bids not based on the above formula prices shall be rejected.

Quote F.O.B. delivered to storage tanks, Jack Brooks Regional Airport, Beaumont, Texas, with delivery and unloading charges prepaid. Bidder bears freight charges.

As of August 15, 2023, Jefferson County is subject to and pays taxes and fees as follows:

<b>Tax or Fee</b>	<b>AV Gas Low Lead 100</b>	<b>Jet A</b>
FET	\$0.19400	\$0.24300
Fed Lust	\$0.00000	\$0.00100
Fed Oil Spill	\$0.00214	\$0.00214
Fed Superfund Fee	\$0.00390	\$0.00390
Texas Petro Delivery	\$0.00082	\$0.00000
<b>Total Tax/Fee per Gallon</b>	<b>\$0.20086</b>	<b>\$0.25004</b>

Include state fees and federal taxes totaling \$0.20086 per gallon on AV Gas Low Lead 100 and federal taxes of \$0.25004 per gallon on Jet A in your price.

Bidder shall furnish a copy of published specifications for fuels required under this invitation to bid.

There is no expressed or implied obligation for Jefferson County to reimburse responding bidders for any expense incurred in preparing bids in response to this request, and Jefferson County will not reimburse bidders for these expenses.

#### **Approximate Annual Usage**

Estimated volume is indicated below. No promise is made or implied that these quantities will be purchased. Orders will be placed on an **as-needed basis** for the duration of the contract. Purchase Orders will be released to the successful bidder as required. **Minimum Orders are not acceptable.**

#### **Contract**

This bid, when properly accepted by Jefferson County Commissioners' Court, shall constitute a contract equally binding between the successful bidder and Jefferson County. No different or additional terms will become a part of this contract. Interpretation and enforcement of this agreement shall be according to the laws of the State of Texas.

#### **Technical Specifications**

Aviation gasoline for civil and commercial service, herein referred to as AV Gas Low Lead 100, shall meet the current requirements of the American Society of Testing and Materials as set forth in the ASTM D 910, Grade 100LL.

Aviation turbine fuel, herein referred to as Jet A, shall meet the current requirements of ASTM D1655 for Kerosene-type commercial fuels, and **shall not be pre-blended with anti-icing additive.**

#### **Estimated Volume**

We estimate our purchases will be approximately as follows. In the past twelve (12) months, total Jack Brooks Regional Airport volume has been approximately 40,000 gallons of AV Gas Low Lead 100 and 740,000 gallons of Jet A. Of this volume, all was purchased by the County for resale. These figures serve as estimates only and no promise is made or implied that these quantities will be purchased.

#### **Credit Cards/"Effective" Bids**

Bids shall offer credit card processing for all major credit cards for sales to private aircraft owners and pilots. Service fees (if any) for credit cards must be included in bid. Credit card service fees will be considered when bids are evaluated. It is estimated, based on our previous experience, that our total AV Gas Low Lead 100 volume will be for resale and that 95% of this volume will be credit card sales. We can expect 90% of the Jet A resale volume will be purchased with credit cards. Bids with credit card fees will be factored in order to develop "effective" bids using increments of one cent for percentage point of credit card service fee quoted. For example, a credit card fee of 3% will cause an increment of \$0.03 to be added to the price per gallon in order to develop the "effective" bid. Bids shall include the provision of point-of-sale software and all necessary hardware, including touch-screen handling of all transactions, with integration to most accounting software. Bids must include any monthly fees for network connections and maintenance.

All point of sale software for credit card processing must also be able to handle any and all military credit card transactions. Jack Brooks Regional Airport serves military customers and must be able to process military AIRCARDS. If bidder is unable to process military customer payments, bidder must notify the County in their response.

Bidder must specify any and all software and hardware available, for point of sale and other fuel management activities.

### **Branded or Unbranded**

Bids may be for Branded or Unbranded supply contracts, however bidder must specify.

### **Training, Quality Control and Risk Management**

Bidders will include electronic versions of the ATA103 manual and NFPA407 manual annually at no cost to the County. Bidders offering FAA approved FAR part 139, ATA 103 training, or other training and seminars should attach such offers to their bid, including approximate costs. Training costs must be included as part of the vendor's proposal.

### **Refueler**

Bid shall include provision of one (1) 3,000 gallon Jet A re-fueler truck. Jefferson County also requests one (1) optional additional 3,000 gallon Jet A re-fueler truck and one (1) optional AV Gas Low Lead re-fueler truck. Bids shall include full maintenance coverage except for tires and batteries and must be no more than five (5) years old at the time of delivery. Bidder must specify how service issues will be handled and where the repair services are located. If repair services are outside of Jefferson County, bidder must specify how they intend to move truck and if there will be a replacement truck.

If the bid proposes a lease arrangement, the lease must allow Jefferson County to terminate the lease without penalty upon thirty (30) days written notice. Other lease terms must be submitted with this proposal. Minimum truck specifications must include the following:

Jet A minimum truck specifications must include the following:

- 15 Gallon Stainless Steel Prist Tank with Viper Injection System
- Single Point Delivery
- Overflow Protection
- 240 GPM Singlepoint Nozzle with Digital Meter Readout
- Two (2) 75 GPM Overwing Nozzle fuel Flow Capability – must be driver side center-mount
- Brake Interlock
- Automatic Transmission
- Automatic Prist Injection
- Compliance with all ATA 103 Regulation and NFPA407 Regulations
- Bottom load point located on passenger side
- Diesel Engine
- LED Meters
- Aluminum or Stainless Steel Oil Cabinet
- Ladder Brackets
- Parts Manual included in Operators Manual.
- Air Conditioning

AV Gas Low Lead minimum truck specifications must include the following:

- Diesel Engine
- LED Meters
- Compliance with all ATA 103 Regulation and NFPA407 Regulations
- Stainless Steel Tank
- Overflow Protection
- Brake Interlock
- Automatic Transmission
- Bottom load point located on passenger side
- Aluminum or Stainless Steel Oil Cabinet
- Ladder Brackets
- Parts Manual included in Operators Manual
- Air Conditioning

### **Into-Plane Contract Fuel**

Bidders may offer “Into-Plane Contract Fuel” programs. The County may accept or reject such programs independent of other items bid within this request.

### **Co-Mingle**

Jefferson County will not accept a bid that proposes co-mingling of fuel.

### **Signs**

The successful bidder shall provide and install signs and emblems acceptable to the Airport Manager, identifying the brand name of fuel provided, grades, and current prices. Signs shall be clearly visible to airplane personnel as they approach the fueling station.

### **Additional Marketing Support**

Bidders desiring to offer cooperative advertising and other marketing support should attach such offer to bid. The Jack Brooks Regional Airport desires to have hats and umbrellas provided as part of a joint marketing program. Provide details of available programs and any associated cost.

### **County Equipment**

The County owns one (1) 750 gallon capacity AV Gas Low Lead 100 truck and one (1) 3000 capacity Jet A truck.

### **Contact**

For further information, bidder may contact Alex Rupp, Airport Director, Jack Brooks Regional Airport at 409-719-4900.

**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, 3, \_\_\_\_\_.

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

EPIC Aviation, LLC  
Company Name

**For clarification of this offer, contact:**

222 West Las Colinas Blvd. Suite 1425N  
Address

Brett Reid, Regional Sales Manager  
Name & Title

Irving TX 75039  
City State Zip

503-569-2209 503-566-2390  
Phone Fax

  
Signature of Person Authorized to Sign

breid@epicfuels.com (bid contact)  
E-mail

Bridget Gonchar  
Printed Name

Chief Operating Officer  
Title

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

**ACCEPTANCE OF OFFER**

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The Offer is hereby accepted for the following items: Aviation Fuel for Jack Brooks Regional Airport for a Contract Term of 3 years from November 1, 2023 to October 31, 2026.

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 23-053/MR, Term Contract for Aviation Fuel for Jack Brooks Regional Airport. 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:**

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<b>Jeff R. Branick, County Judge</b> <b>JEFFERSON COUNTY, TEXAS</b>	<b>Date</b>
--	-------------

**ATTEST:**

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<b>Roxanne Acosta Hellberg, County Clerk</b> <b>JEFFERSON COUNTY, TEXAS</b>	<b>Date</b>
--	-------------

**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  
 1<sup>st</sup> Floor, Beaumont, TX 77701

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

**Addendum to IFB**

**IFB NUMBER:** IFB 23-053/MR  
**IFB TITLE:** Term Contract for Aviation Fuel for Jack Brooks Regional Airport  
**IFB DUE BY:** 11:00 am CT, Wednesday, October 4, 2023  
**ADDENDUM NO.:** 1  
**ISSUED (DATE):** September 14, 2023

**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.

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**Reason for Issuance of this Addendum: Question**


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**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)

Chief Operating Officer

Title of Person Signing Above

EPIC Aviation, LLC

Typed Name of Business or Individual

222 West Las Colinas Blvd Suite 1425N

Irving, TX 75039

Address

**JEFFERSON COUNTY PURCHASING DEPARTMENT***Deborah L. Clark, Purchasing Agent*

---

1149 Pearl Street  
1<sup>st</sup> Floor, Beaumont, TX 77701

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

---

1. Question: Out of the estimated 740,000 gallons of Jet-A sold annually, can you please advise how many of those gallons are sold as contract fuel vs retail and what estimated percentage went to each contract fuel provider?

Answer: 21.2% of our Jet A fuel sales were contract fuel, the rest was retail or non-contract. We don't have a breakdown per contract fuel provider.



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 23-053/MR
IFB TITLE: Term Contract for Aviation Fuel for Jack Brooks Regional Airport
IFB DUE BY: 11:00 am CT, Wednesday, October 4, 2023
ADDENDUM NO.: 2
ISSUED (DATE): September 21, 2023

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: Question

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:

[Handwritten signature of witness]

Witness

[Handwritten signature of witness]

Witness

Bridget Gonchar
Authorized Signature (Respondent)

Chief Operating Officer
Title of Person Signing Above

EPIC Aviation, LLC
Typed Name of Business or Individual
222 West Las Colinas Blvd, Suite 1425N
Irving, TX 75039
Address

Approved by \_\_\_\_\_ Date: \_\_\_\_\_



**JEFFERSON COUNTY PURCHASING DEPARTMENT**  
*Deborah L. Clark, Purchasing Agent*

1149 Pearl Street  
 1<sup>st</sup> Floor, Beaumont, TX 77701

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

1. Question: I have one more question, can you please confirm if the HUB participation goal is 0%?

Answer: Yes

2. Question: Please break down the jet fuel volumes into the following categories:
- a. General Aviation retail
  - b. General Aviation Contract fuel
  - c. DLA/Military
  - d. Commercial Airlines

Answer:

- a. 69.8%
- b. 2.2%
- c. 6.8%
- d. 21.2%

3. Question: For the small percentages of sales that are not credit card transactions, can you clarify how they function? Are they billed directly to the customer by the airport or are they contract fuel sales?

Answer: Yes, the airport bills customers direct. Based on volume approximately 80% is credit card sales and 20% is invoiced sales. This includes contract sales.

4. Question: Can you provide details about the signage? Number, size and type of signs. For example, are the backlit? Double or single sided? Pole mounted or flush with a structure?

Answer: We have two poles for sign mounting. The existing sign pole sign is approximately 7' to 8' wide by 9' to 10' tall. Pole sign is backlit. We also have a fuel price sign that is approximately 4' x 12', flush mounted to an exterior brick wall.



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 23-053/MR
IFB TITLE: Term Contract for Aviation Fuel for Jack Brooks Regional Airport
IFB DUE BY: 11:00 am CT, Wednesday, October 4, 2023
ADDENDUM NO.: 3
ISSUED (DATE): September 25, 2023

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: 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:

[Signature]
Witness

[Signature]
Witness

Approved by \_\_\_\_\_ Date: \_\_\_\_\_

[Signature] Ray Eveson
Authorized Signature (Respondent)

Controller
Title of Person Signing Above

EPIC Aviation, LLC
Typed Name of Business or Individual
222 West Las Colinas Blvd, Suite 1425N
Irving, TX 75039
Address

**JEFFERSON COUNTY PURCHASING DEPARTMENT***Deborah L. Clark, Purchasing Agent*

1149 Pearl Street  
1<sup>st</sup> Floor, Beaumont, TX 77701

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

1. Question: Can you confirm that the pricing is based on previous week's average for both products?

Answer: Yes

2. Question: Can you explain the HUB?

Answer: HUB is Historically Underutilized Business. There is no HUB requirement for this bid. If you are a HUB vendor or will utilize a HUB vendor, fill out the required forms noting that.

## BID FORM

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

### Item 1. AvGas 100 Low-Lead

Price for AvGas Low Lead 100 is the price in effect at time of delivery and is based on a formula price using Platts, U.S. Gulf Coast pipeline-mid, Monday through Friday average effective on Tuesdays, plus bidder's markup per gallon, plus tax in effect.

AvGas estimated annual sales are approx. 40,000 gallons, however to make bidding easier, the average annual amount will be 41,000 gallons, based on an average of 8,200 gallons per load delivered and 5 deliveries per year.

Line	Per Gallon Description	Unit Price per Gallon
A.	Platts Reference Price on [08/29/2023]	\$ 3.1708
B.	Bidder's Markup (Dollars not Percentage)	\$ .525
C.	Federal Excise Tax	\$ 0.19400
D.	Federal Oil Spill Tax	\$ 0.00214
E.	Federal Superfund Fee	\$ 0.00390
F.	Texas Petro Delivery	\$ 0.00082
G.	Transport Per Gallon (If Applicable)	\$ .1431*
H.	Subtotal Fees per Gallon (Sum A to G)	\$ 4.03976
I.	Estimated Annual Quantity (Gallons)	41,000
J.	Annual Price (Line H times Line I)	\$ 165,630.16
K.	Fee per Delivery (If Any):	\$ N/A
L.	Est Deliveries per Year	5
M.	Annual Delivery Price (Line K times Line L):	\$ 0
N.	Annual Total Cost for Delivered Fuel: (Line J plus Line M):	\$ 165,630.16

\* Includes weekly fuel surcharge (32.5% of freight rate of \$.108)

## Item 2. Jet A

Price for Jet A is the price in effect at time of delivery and is based on a formula price using Platts, U.S. Gulf Coast pipeline-mid, Monday through Friday average effective on Tuesdays, plus bidder's markup per gallon, plus tax in effect.

AvGas estimated annual sales are approx. 740,000 gallons, however to make bidding easier, the average annual amount will be 742,600 gallons, based on an average of 7,900 gallons per load delivered and 945 deliveries per year.

Line	Per Gallon Description	Unit Price per Gallon
O.	Platts Reference Price on [08/29/2023]	\$ 3.05344
P.	Bidder's Markup (Dollars not Percentage)	\$ .06212
Q.	Federal Excise Tax	\$ 0.24300
R.	Federal LUST Tax	\$ 0.00100
S.	Federal Oil Spill Tax	\$ 0.00214
T.	Federal Superfund Fee	\$ 0.00390
U.	Transport Per Gallon (If Applicable)	\$ .0954*
V.	Subtotal Fees per Gallon (Sum O to U)	\$ 3.4610
W.	Estimated Annual Quantity (Gallons)	742,600
X.	Annual Price (Line V times Line W)	\$ 2,570,138.60

\* Includes weekly fuel surcharge (32.5% of freight rate of \$.072)

Y.	Fee per Delivery (If Any):	\$ N/A
Z.	Est Deliveries per Year	95
AA.	Annual Delivery Price (Line Y times Line Z):	\$ 0

AB.	Annual Total Cost for Delivered Fuel: (Line X plus Line AA):	\$ 2,570,138.60
-----	---	-----------------

## Item 3. Credit Cards Honored and Service Fees:

Please provide service rates per card identified and any other cards honored:

AMEX	3.65	%
VISA	2.10	%
MasterCard	2.10	%
Discover	2.80	%
MultiServe	3.10	%
AIR Card	0*	%

\*If airport holds government contract



AVCard	2.50	%
Other: EPIC Card	0.00	%
Other: Signature Aviation Card	1.75	%
Other:		%

**Item 4. Additional Marketing Support**

Bidder must include cost for annual marketing support, co-op advertising, etc.  
 Bidder may include detailed marketing programs available with proposal.

\$ 0
------

**Item 5. Refueler Truck -Required Primary**

3,000 Gallon Jet A Refuler Truck - Annual Cost:	\$ 10,188.00
Year/Make/Model: 2023/2024 (brand new)	

**Item 6. Refueler Trucks - Optional Additional**

3,000 Gallon Jet A Refuler Truck - Annual Cost:	\$ 37,200.00
Year/Make/Model: 2023/2024 (brand new)	

AvGas Refuler Truck - Annual Cost:	\$ 35,400.00
Year/Make/Model: 2023/2024 (brand new)	

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

## 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: Mineral Wells Regional Airport

Address: 5300 Airport Road, Mineral Wells, TX 76067

Contact Person and Title: Haley Cuevas – Airport Manager

Phone: 940-328-7809 Fax: \_\_\_\_\_

Email Address: hcuevas@mineralwellstx.gov Contract Period: 6 years

Scope of Work: Airport fuel and services provider

#### REFERENCE TWO

Government/Company Name: Wichita Falls Regional Airport

Address: 4000 Armstrong Dr, Wichita Falls, TX 76305

Contact Person and Title: Jon Waltjen – Airport Director

Phone: 940-855-3621 Fax: \_\_\_\_\_

Email Address: jon.waltjen@wichitafallstx.gov Contract Period: 5 years

Scope of Work: Airport fuel and services provider

#### REFERENCE THREE

Government/Company Name: Coulter Airfield

Address: 6120 E State Hwy 21, Bryan, TX 77808

Contact Person and Title: Brandon Reid – Airport Manager

Phone: 979-209-5231 Fax: \_\_\_\_\_

Email Address: breid@bryantx.gov Contract Period: 5 years

Scope of Work: Airport fuel and services provider

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.

EPIC Aviation, LLC

Bidder (Entity Name)

  
Signature

222 West Las Colinas Blvd. Suite 1425N

Street & Mailing Address

Bridget Gonchar

Print Name

Irving, TX 75039

City, State & Zip

September 25, 2023

Date Signed

615-366-3291

Telephone Number

503-566-2390

Fax Number

bgonchar@signatureflight.com

E-mail Address

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

### CERTIFICATION REGARDING LOBBYING


#### Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

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

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

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


<b>Signature of Contractor's Authorized Official</b>
Bridget Gonchar     Chief Operating Officer
<b>Name and Title of Contractor's Authorized Official (Please Print)</b>
September 25, 2023
<b>Date</b>

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

CONFLICT OF INTEREST QUESTIONNAIRE

N/A

No conflicts

<b>CONFLICT OF INTEREST QUESTIONNAIRE</b> For vendor doing business with local governmental entity		<b>FORM CIQ</b>				
<p><b>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</b></p> <p>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).</p> <p>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.</p> <p>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</p>	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th colspan="2" style="text-align: center; padding: 2px;">OFFICE USE ONLY</th> </tr> </thead> <tbody> <tr> <td style="width: 10%; padding: 2px;">Date Received</td> <td style="padding: 2px;"></td> </tr> </tbody> </table>		OFFICE USE ONLY		Date Received	
OFFICE USE ONLY						
Date Received						
<p><b>1</b> Name of vendor who has a business relationship with local governmental entity.</p>						
<p><b>2</b> <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire.</p> <p>(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.)</p>						
<p><b>3</b> Name of local government officer about whom the information in this section is being disclosed.</p> <p style="text-align: center;">_____</p> <p style="text-align: center;">Name of Officer</p> <p>This section (item 3 including subparts A, B, C, &amp; 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.</p> <p>A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the vendor?</p> <p style="text-align: center;"><input type="checkbox"/> Yes      <input type="checkbox"/> No</p> <p>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?</p> <p style="text-align: center;"><input type="checkbox"/> Yes      <input type="checkbox"/> No</p> <p>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?</p> <p style="text-align: center;"><input type="checkbox"/> Yes      <input type="checkbox"/> No</p> <p>D. Describe each employment or business and family relationship with the local government officer named in this section.</p>						
<p><b>4</b></p> <p style="text-align: center;">_____</p> <p style="text-align: center;">Signature of vendor doing business with the governmental entity</p> <p style="text-align: right; margin-right: 100px;">_____</p> <p style="text-align: right; margin-right: 100px;">Date</p>						

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**

**N/A**

**No Conflicts**

<b>LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT</b>		<b>FORM CIS</b>
<p><small>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</small></p> <p>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.</p>		<b>OFFICE USE ONLY</b>
<b>1</b>	<b>Name of Local Government Officer</b>	Date Received
<b>2</b>	<b>Office Held</b>	
<b>3</b>	<b>Name of vendor described by Sections 176.001(7) and 176.003(a), Local Government Code</b>	
<b>4</b>	<b>Description of the nature and extent of employment or other business relationship with vendor named in item 3</b>	
<b>5</b>	<p><b>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).</b></p> <p>Date Gift Accepted _____ Description of Gift _____</p> <p>Date Gift Accepted _____ Description of Gift _____</p> <p>Date Gift Accepted _____ Description of Gift _____</p> <p align="center"><small>(attach additional forms as necessary)</small></p>	
<b>6</b>	<p><b>AFFIDAVIT</b></p> <p>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.</p> <p align="right">_____ Signature of Local Government Officer</p> <p><small>AFFIX NOTARY STAMP / SEAL ABOVE</small></p> <p>Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20_____, to certify which, witness my hand and seal of office.</p> <p>_____ Signature of officer administering oath      Printed name of officer administering oath      Title of officer administering oath</p>	

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 contact within the Prime Contractor/Consultant's organization)?
- Yes  No 4. **Negotiate** in good faith with interested HUBs, and not reject bids from HUBs that qualify as lowest and responsive Bidders?
- Yes  No 5. **Document** reasons HUBs were rejected? Was a written rejection notice, including the reason for rejection, provided to the rejected HUBs?
- Yes  No 6. If Prime Contractor/Consultant has zero (0) HUB participation, **please explain the reasons why.** EPIC is currently not contracted through any HUB carriers in this region that would be cost effective to support this contract.

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. See above

Bridget Gonchar

Printed Name of Authorized Representative



Signature

Chief Operating Officer

Title

September 25, 2023

Date

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

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

Bidder intends to utilize Subcontractors/Subconsultants in the fulfillment of this contract (if awarded).

Yes  No

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

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

Contractor Name: \_\_\_\_\_ HUB:  Yes  No

Address: \_\_\_\_\_  
Street City State Zip

Phone (with area code): \_\_\_\_\_ Fax (with area code): \_\_\_\_\_

Project Title & No.: \_\_\_\_\_

Prime Contract Amount: \$ \_\_\_\_\_

HUB Subcontractor Name: \_\_\_\_\_

HUB Status (Gender & Ethnicity): \_\_\_\_\_

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

Address: \_\_\_\_\_  
Street City State Zip

Phone (with area code): \_\_\_\_\_ Fax (with area code): \_\_\_\_\_

Proposed Subcontract Amount: \$ \_\_\_\_\_ Percentage of Prime Contract: \_\_\_\_\_ %

Description of Subcontract Work to be Performed: \_\_\_\_\_

\_\_\_\_\_  
Printed Name of Contractor Representative Signature of Representative Date

\_\_\_\_\_  
Printed Name of HUB Signature of Representative Date

**Note: Nothing on this Notice of Intent Form is intended to confer any rights, expressed or implied, to any third parties.**  
Pre-Approval for Subcontractor Substitutions must be obtained from the Jefferson County Purchasing Agent's Representative. The "HUB Subcontractor/Subconsultant Change Form" must be completed and faxed to 409-835-8456.

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



**HISTORICALLY UNDERUTILIZED BUSINESS (HUB)  
SUCONTRACTING PARTICIPATION DECLARATION FORM**

PAGE 1 OF 4

Bidder intends to utilize Subcontractors/Subconsultants in the fulfillment of this contract (if awarded).

Yes  No

Prime Contractor: \_\_\_\_\_ HUB:  Yes  No

HUB Status (Gender & Ethnicity): \_\_\_\_\_

Address: \_\_\_\_\_  
Street City State Zip

Phone (with area code): \_\_\_\_\_ Fax (with area code): \_\_\_\_\_

Project Title & No.: \_\_\_\_\_ IFB/RFP No.: \_\_\_\_\_

Total Contract: \$ \_\_\_\_\_ Total HUB Subcontract(s): \$ \_\_\_\_\_

Construction HUB Goals: 12.8% MBE:: \_\_\_\_\_ % 12.6% WBE: \_\_\_\_\_ %

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

**FOR HUB OFFICE USE ONLY:**

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

**PART I. HUB SUBCONTRACTOR DISCLOSURE**

HUB Subcontractor Name: \_\_\_\_\_

HUB Status (Gender & Ethnicity): \_\_\_\_\_

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

Address: \_\_\_\_\_  
Street City State Zip

Contact person: \_\_\_\_\_ Title: \_\_\_\_\_

Phone (with area code): \_\_\_\_\_ Fax (with area code): \_\_\_\_\_

Proposed Subcontract Amount: \$ \_\_\_\_\_ Percentage of Prime Contract: \_\_\_\_\_ %

Description of Subcontract Work to be Performed: \_\_\_\_\_

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

**HISTORICALLY UNDERUTILIZED BUSINESS (HUB)  
SUBCONTRACTING PARTICIPATION DECLARATION FORM**

PAGE 2 OF 4

**HUB Subcontractor Disclosure**

**PART I: Continuation Sheet (Duplicate as Needed)**

HUB Subcontractor Name: \_\_\_\_\_

HUB Status (Gender & Ethnicity): \_\_\_\_\_

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

Address: \_\_\_\_\_  
Street City State Zip

Contact person: \_\_\_\_\_ Title: \_\_\_\_\_

Phone (with area code): \_\_\_\_\_ Fax (with area code): \_\_\_\_\_

Proposed Subcontract Amount: \$ \_\_\_\_\_ Percentage of Prime Contract: \_\_\_\_\_ %

Description of Subcontract Work to be Performed: \_\_\_\_\_

HUB Subcontractor Name: \_\_\_\_\_

HUB Status (Gender & Ethnicity): \_\_\_\_\_

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

Address: \_\_\_\_\_  
Street City State Zip

Contact person: \_\_\_\_\_ Title: \_\_\_\_\_

Phone (with area code): \_\_\_\_\_ Fax (with area code): \_\_\_\_\_

Proposed Subcontract Amount: \$ \_\_\_\_\_ Percentage of Prime Contract: \_\_\_\_\_ %

Description of Subcontract Work to be Performed: \_\_\_\_\_

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

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

**HISTORICALLY UNDERUTILIZED BUSINESS (HUB)  
SUCONTRACTING PARTICIPATION DECLARATION FORM**

PAGE 3 OF 4

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

**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: Currently not contracted with any HUB suppliers or carriers in this area.

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: Lessley and Sons

Address: 2805 State Hwy 42 Kilgore TX 75662  
Street City State Zip

Contact person: Jimmy Lessley Title: Owner/Dispatcher

Phone (with area code): 903-237-9053 Fax (with area code): \_\_\_\_\_

Proposed Subcontract Amount: \$ Percentage of Prime Contract: \_\_\_\_\_ %

Description of Subcontract Work to be Performed: Transportation of aviation fuel

Subcontractor Name: Environmental Transport Inc

Address: 2714 Snyers Bluff League City TX 77573  
Street City State Zip

Contact person: Elizabeth Crump Title: Owner/Dispatcher

Phone (with area code): 713-291-2319 Fax (with area code): \_\_\_\_\_

Proposed Subcontract Amount: \$ Percentage of Prime Contract: \_\_\_\_\_ %

Description of Subcontract Work to be Performed: Transportation of aviation fuel

**REQUIRED FORM**

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

HISTORICALLY UNDERUTILIZED BUSINESS (HUB)
SUBCONTRACTING PARTICIPATION DECLARATION FORM

PAGE 4 OF 4

Subcontractor Name:
Address: Street City State Zip
Contact person: Title:
Phone (with area code): Fax (with area code):
Proposed Subcontract Amount: \$ Percentage of Prime Contract: %
Description of Subcontract Work to be Performed:

Subcontractor Name:
Address: Street City State Zip
Contact person: Title:
Phone (with area code): Fax (with area code):
Proposed Subcontract Amount: \$ Percentage of Prime Contract: %
Description of Subcontract Work to be Performed:

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

Name (print or type): Bridget Gonchar
Title: Chief Operating Officer
Signature: [Handwritten Signature]
Date: September 25, 2023
E-mail address: bgonchar@signatureflight.com

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

Name (print or type): Brett Reid
Title: Regional Sales Manager
Date: September 25, 2023
E-mail address: breid@epicfuels.com

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

## RESIDENCE CERTIFICATION/TAX FORM

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

- (3) "Non-resident Bidder" refers to a person who is not a resident.
- (4) "Resident Bidder" refers to a person whose principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

- I certify that \_\_\_\_\_ [company name] is a Resident Bidder of Texas as defined in Government Code §2252.001.
- I certify that EPIC Aviation, LLC [company name] is a Nonresident Bidder as defined in Government Code §2252.001 and our principal place of business is Orlando, Florida (parent company) (city and state).

Taxpayer Identification Number (T.I.N.):	93-1069451
Company Name submitting bid/proposal:	EPIC Aviation, LLC
Mailing address:	222 W. Las Colinas Blvd, Suite 1425N, Irving, TX 75039
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, Bridget Gonchar, the undersigned representative of (company or business name) EPIC Aviation, 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.

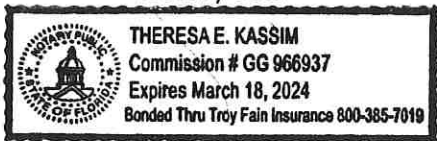
[Handwritten Signature]  
\_\_\_\_\_  
Signature of Company Representative

September 25, 2023  
\_\_\_\_\_  
Date

On this 25th day of September, 2023, personally appeared

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

Notary Seal



[Handwritten Signature]  
\_\_\_\_\_  
Notary Signature

September 25, 2023  
\_\_\_\_\_  
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.

\_\_\_\_\_  
EPIC Aviation, LLC  
**Company Name**

\_\_\_\_\_  
IFB 23-053/MR  
**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 Florida COUNTY OF Orange

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

on this day personally appeared Bridget Gonchar, who  
(name)

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

"I, Bridget Gonchar am a duly authorized officer of/agent  
(name)  
for EPIC Aviation, LLC and have been duly authorized to execute the  
(name of firm)  
foregoing on behalf of the said EPIC Aviation, 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: EPIC Aviation, LLC  
222 W. Las Colinas Blvd, Suite 1425N, Irving, TX 75039

Fax: 503-566-2390 Telephone# 866-501-3742

by: Bridget Gonchar Title: Chief Operating Officer  
(print name)

Signature: [Handwritten Signature]

SUBSCRIBED AND SWORN to before me by the above-named

\_\_\_\_\_ on

this the 25th day of September, 2023.

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

[Handwritten Signature]  
Notary Public in and for  
the State of Florida







**Expect More...We Deliver!**



Worldwide Leader in Aircraft Refuelers

Vac Trucks, LP, Refined Fuels

**General Warranty Information on New Aircraft Refuelers Manufactured by SkyMark**

**SkyMark Manufactures Safe and Reliable Refueling Equipment:**

New refuelers manufactured by SkyMark Refuelers, LLC (SkyMark) are engineered and manufactured with the utmost safety in mind. Additionally, SkyMark's refuelers are designed to be reliable, durable, and easy to maintain.

**General Warranty Statement:** SkyMark offers a comprehensive warranty on all new refuelers. SkyMark's new refuelers are sold subject to the warranties, disclaimers, limitations and conditions herein set forth.

The rights, duties and liabilities established herein are exclusive and shall constitute the sole and only remedies with respect to equipment and refuelers supplied by SkyMark, and shall extend only to the original purchaser, initial user, or Lessee who operates the equipment in regular service (*herein called 'Customer' or 'Purchaser'*).

**Summary Warranty Table: For New Refuelers Manufactured by SkyMark**

Warranty Subject	Warranty Policy For New Aircraft Refuelers Manufactured by SkyMark Refuelers
<b>Refueler Body &amp; Pumping System (12 Month Warranty)</b>	<p><b>Product Warranty:</b> SkyMark's new refueler bodies and pumping systems are expressly warranted against defects in material and workmanship for the period of 12 months from the date of shipment.</p> <p>Any defect communicated to SkyMark within the warranty period shall be repaired or replaced by SkyMark, or at its option, by its distributor or approved 3<sup>rd</sup> party contractor.</p> <p><b>Clean Title Warranty:</b> Additionally, SkyMark will convey clear title to all equipment provided by SkyMark, free of all liens and encumbrances.</p>
<b>New Refueler Product Tanks (60 Month Warranty)</b> • <i>NOTE: The Product Tank warranty is provided directly by the tank manufacturer (with full backing and administrative support from SkyMark).</i>	<p>The new aluminum or stainless steel product tanks provided by SkyMark on new refuelers include a 60 month tank warranty provided directly by the manufacturer of the product tank.</p> <p>The warranty provided by the tank manufacturer shall guarantee the aluminum or stainless steel product tanks will be free from leaks and/or defects for a period of 5 years.</p>
<b>Truck Chassis (Domestic Chassis) (12 to 36 Month Warranty)</b> • <i>NOTE: The truck chassis warranty is provided directly by the chassis manufacturer and the associated truck dealer (with full backing and administrative support from SkyMark).</i>	<p>New U.S. domestic truck chassis provided by SkyMark include a comprehensive chassis warranty provided directly by the manufacturer of the chassis.</p> <p>While the specific chassis warranty may vary, they are most often warranted as follows:</p> <ul style="list-style-type: none"> <li>• <b>12 Months: Bumper-to-bumper:</b> Includes a 1-year warranty on complete chassis</li> <li>• <b>36 Months: Engine:</b> Includes a 3-year warranty on engine &amp; drive train</li> <li>• <b>36 Months: Transmission:</b> Includes a 3-year warranty on automatic transmission</li> </ul>
<b>Truck Chassis (Export Chassis) (12 to 36 Month Warranty)</b> • <i>NOTE: The truck chassis warranty is provided directly by the chassis manufacturer and the associated truck dealer (with full backing and administrative support from SkyMark).</i>	<p>New U.S. 'built-for-export' truck chassis provided by SkyMark include a comprehensive chassis warranty provided directly by the manufacturer of the chassis.</p> <p>While the specific chassis warranty may vary, they are most often warranted as follows:</p> <ul style="list-style-type: none"> <li>• <b>12 Months: Bumper-to-bumper:</b> Includes a 1-year warranty on complete chassis</li> <li>• <b>12 Months: Engine:</b> Includes a 1-year warranty on engine &amp; drive train</li> <li>• <b>12 Months: Transmission:</b> Includes a 1-year warranty on automatic transmission</li> </ul>

Warranty Information Continued...

**DISCLAIMER:** The foregoing expressed warranties are in lieu of all other warranties expressed or implied, except as provided herein.

**EXCLUSIONS AND LIMITATIONS:** Certain major components, such as engines and tires and product tanks, are manufactured by others, and are warranted by their respective manufacturer.

SkyMark will exercise its best efforts to insure compliance by such manufacturers with the terms of the respective warranties. SkyMark shall not be liable under the foregoing warranties for equipment failure or damage resulting from:

1. Failure to follow SkyMark's operating and maintenance instructions;
  2. Abuse, overload, misuse, or neglect of the equipment or accidental injury thereto;
  3. Repairs, alterations, or modifications made or caused to be made by Purchaser without prior written approval;
  4. Use or operation of the equipment under conditions or for purposes for which it was not designed and manufactured;
  5. Normal wear.
- 



<b>Avgas 100 LL</b>		Per ASTM D910-15 Table 1	
Property	Specification Limits		ASTM Test Method
<b>COMBUSTION</b>			
Net heat of combustion, MJ/kg	min	43.5	D4529, D3338
Octane Rating			
Knock value, lean mixture			
Motor Octane Number	min	99.6	D2700
Aviation Lean Rating	min	100.0	D2701
Knock value, rich mixture			
Octane number	min		
Performance number	min	130.0	D909
<b>COMPOSITION</b>			
Sulfur, total mass %	max	0.05	D1266, D2622
Tetraethyl lead			
mL TEL/L	max	0.53	D3341, D5059
g Pb/L	max	0.56	
Color			
Dye content, mg/L			
Blue dye	max	2.7	
Yellow dye	max	None	
Red dye	max	None	
Orange dye	max	None	
<b>VOLATILITY</b>			
Vapor Pressure, 38 °C, kPa	min	38.0	D323 or D5191
	max	49.0	
Density at 15°C, kg/m <sup>3</sup>		Report	D1298 or D4052
Distillation temperature, °C:		C/F	
Initial boiling point		Report	
Fuel Evaporated			
10 volume % at °C	max	75/167	D86
40 volume % at °C	min	75/167	
50 volume % at °C	max	105/221	
90 volume % at °C	max	135/275	
Final boiling point, temperature	max	170/338	
Sum of 10% + 50% evaporated temperatures	min	135/275	
Recovery volume %	min	97	
Residue volume %	max	1.5	
Loss volume %	max	1.5	
<b>FLUIDITY</b>			
Freezing point, °C	max	-58 / -72.4	D2386
<b>CORROSION</b>			
Copper strip, 2 h at 100°C	max	No. 1	D130
<b>CONTAMINANTS</b>			
Oxidation stability, mg/100 mL (5 h aging)			D873
Potential gum	max	6	
Lead precipitate	max	3	
Water reaction			D1094
Volume change, mL	max	± 2	
<b>OTHER</b>			
Electrical conductivity, pS/m	range	450	D2624

Jet A & Jet A-1				Per ASTM D1655-16a Table 1
Property	Specification Limits		ASTM Test Method	
<b>COMPOSITION</b>				
Acidity, total mg KOH/g	max	0.1	D3242/IP 354	
1. Aromatics, vol %	max	25	D1319 or IP 156	
2. Aromatics, vol %	max	26.5	D6379/IP 436	
Sulfur, mercaptan, C mass %	max	0.003	D3227/IP 342	
Sulfur, total mass %	max	0.30	D1266, D2622, D4294, D5453, IP 336	
<b>VOLATILITY</b>				
Distillation temperature, °C:		C/F		D86, D2887/IP 406, D7345, IP 523
10 % recovered, temperature	max	205/401		
50 % recovered, temperature		report		
90 % recovered, temperature		report		
Final boiling point, temperature	max	300/572		
Distillation residue, %	max	1.5		
Distillation loss, %	max	1.5		
Flash point, °C	min	38/100.4		D56, D3828, D3828, IP 170 or IP 523
Density at 15°C, kg/m <sup>3</sup>		775 to 840		D1298/IP 160 or D4052 or IP 365
<b>FLUIDITY</b>				
Freezing point, °C	Jet A	max	-40/-40	D5972/IP 435, D7153/IP 529, D7154/IP 528, or D2386/IP 16
	Jet A-1		-47/-52.6	
Viscosity -20°C, mm <sup>2</sup> /s	max	8.0		D445/IP 71, Section 1, D7042, or D7945
<b>COMBUSTION</b>				
Net heat of combustion, MJ/kg	min	42.8		D4529, D3338, D4809, or IP 12
One of the following requirements shall be met:				
(1) Smoke point, mm, or	min	25.0		D1322/IP 598
(2) Smoke point, mm, and	min	18.0		D1322/IP 599
Naphthalenes, vol, %	max	3.0		D1840
<b>CORROSION</b>				
Copper strip, 2 h at 100°C	max	No. 1		D130/IP 154
<b>THERMAL STABILITY</b>				
JFTOT (2.5 h at control temperature of 260°C min)				D3241/IP 323
Filter pressure drop, mm Hg	max	25		
Tube Rating: One of the following requirements shall be met.				
(1) Annex A1 VTR, VTR Color code	Less than	3 (No Peacock or Abnormal Color Deposits)		
(2) Annex A2 ITR or Annex A3 ETR, nm average over area of 2.5 mm	max	85		
<b>CONTAMINANTS</b>				
Existent gum, mg/100 mL	max	7		D381, IP 540
Microseparator, Rating				D3948
Without electrical conductivity additive	min	85		
With electrical conductivity additive	min	70		
<b>ADDITIVES</b>				
Electrical conductivity, pS/m	range	50-600		D2624/IP 274



# BRANDED DEALER OFFERING

Prepared for  
**Jack Brooks Regional Airport**  
BID No. IFB 23-053/MR  
Jefferson County, TX

October 4<sup>th</sup>, 2023



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# INTRODUCTION TO EPIC FUELS

## Supplying fuel for over 80 years!

As an independent aviation fuel supplier with primary operations throughout the U.S. and Canada, EPIC Fuels' supply system utilizes a broad network of refineries, terminals, pipelines, and railcars to serve hundreds of diverse customers across North America and beyond. Not tied to just a single supplier, our long-standing relationships with more than **30 domestic and international suppliers** offers multi-supplier convenience and flexibility to ensure our customers have a continuous supply of aviation jet fuel, avgas, ground fuels and related services. Our position in the marketplace with multiple suppliers, along with a robust distribution network, offers our customers flexibility, dependability, and access to cost-effective and reliable fuel supply worldwide.

### A brief history of EPIC Fuels

<b>1940</b>	Company founded as Valley Oil, a heating oil distributor in Oregon
<b>1980s</b>	Began selling aviation fuel, representing brands such as BP, Texaco, Exxon, and Phillips 66
<b>2000s</b>	Became a national aviation fuel supplier
<b>2002</b>	Renamed company EPIC Fuels, all dealers converted to Air BP brand
<b>2012</b>	Agreement with Air BP ended, dealers converted to EPIC branding
<b>2012</b>	EPIC starts its sustainable aviation fuel (SAF) program, supplying over 5,000,000 gallons of SAF to date
<b>2013</b>	Through strategic acquisition, QTpod joins EPIC
<b>2018</b>	EPIC acquired by BBA Aviation, now known as Signature Aviation

### EPIC at-a-glance

**Headquarters:** Irving, Texas  
**Support office:** Salem, Oregon  
**Branded dealers:** 150+  
**Staff:** 85



Valley Oil advertisement c. 1940s

# SUPPLY RELIABILITY

**Our extensive fuel-supply system means your needs will be met, even if there is a disruption in the supply chain**

Our robust supply chain consists of

- ✓ supply at over **100 terminals** across the United States
- ✓ inventories of Jet A and avgas at **95 airports and bulk terminals**
- ✓ long-term purchase arrangements with most suppliers in the energy markets

This supply system provides a reliable supply of Jet A and avgas to all fifty of the United States. The combination of inventories, terminals and transportation resources provides flexibility and redundancy to keep our customers fully supplied during times of supply interruptions.

**Extensive vetting procedures assure high-quality fuel will be delivered to your farm**

We apply a vetting procedure for all suppliers of aviation fuels sourced for our customers. This ensures only qualified suppliers (whose systems and processes meet or exceed all industry standards for aviation fuel and whose aviation fuel meets ASTM specification) are part of our supply chain. All fuel supplied will meet the requirements of their respective ASTM standards (Specification D1655 for Jet A and Specification D910 for 100LL).



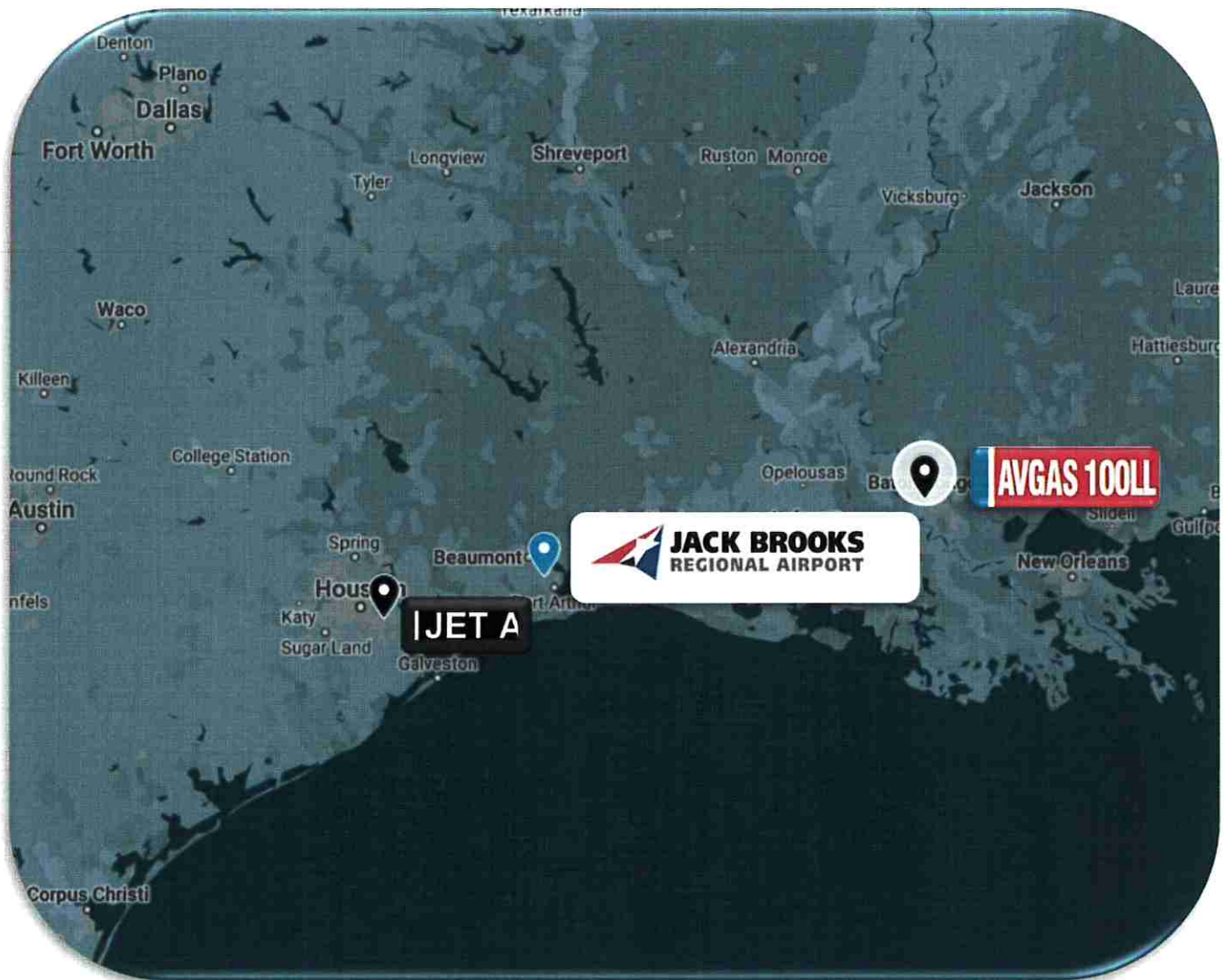


In the event of an emergency involving equipment failure or fuel quality concerns, our standard procedure is to deploy our nearest company representative to provide viable options. Available options include standby refuelers, expedited repair of faulty equipment, and/or replacement of fuel. We will make every effort to help you maintain operational readiness at all times.

In your specific case, we have multiple and redundant supply points that ensure that you will have your initial supply needs met while also planning for future growth. Supply points will include, but are not limited to:

**Jet A:** Pasadena, TX

**Avgas:** Baton Rouge, LA



EPIC dispatch offers convenience 24 hours per day, 7 days per week, 365 days per year

- You may order fuel via email, phone, or via a form on our website.
- Highly experienced team with varied experience in logistics and aviation.
- Most orders deliver within two business days for jet fuel and three business days for 100LL.
- Our team will be proactive to ensure a steady supply of fuel.

# FUEL QUALITY ASSURANCE

## We put our industry-leading quality assurance program to work for you

EPIC Fuels is ***proud of our quality assurance department*** and the value that they provide to our branded dealers. With over 100 years of combined experience among the team, this group has a wealth of knowledge to share with you. Here's some of the value they can bring to your operation:

### ✓ Fuel farm design collaboration

Our team can offer their input in the design process if you are planning to build a new fuel farm or make changes in your current design. The teams' expertise will serve you well, whether you are selecting a vendor, making decisions on build design, or commissioning your new farm! This consulting is provided ***free of charge***.

### ✓ Designated Fuel Quality Assurance Advisor assigned to location

As a branded dealer, you will be assigned a Fuel Quality Assurance Advisor (FQAA) that will provide support in fuel related emergencies such as aircraft incidents, fuel spills, fuel quality issues, fires, and equipment failures or breakdowns. In addition, the FQAA will provide assistance should you suspect off-spec product by guiding you to perform tests, take samples, and arrange for testing when needed. Emergency support is provided ***free of charge***.

### ✓ Yearly inspections/training from your dedicated FQAA

At these inspections, our team will inspect your fuel farm and related equipment to ensure that everything is up to specification. During the visit, your employees can also be trained on performing fuel tests, the safe acceptance of a fuel load, inspecting the fuel farm, and maintaining records. These inspections are provided ***free of charge***.



## ✓ Guidance documents ensure safe and compliant operation

To help ensure the aviation products delivered to our customers meet specification when delivered into the tanks of an aircraft, the EPIC Fuels Risk Management Team has developed the Manual of Operational Guidelines and Best Practices. Our underlying goal in the development of this manual is to help our customers recognize the applicable industry standards for their operation. By applying these standards, you will ensure that you have a safe and compliant operation.

Topics include:

- Health, Safety and Environmental
- Product Sampling and Testing
- Product Receipt and Acceptance
- Tank Farm Operations and Maintenance
- Refueler Operations and Maintenance
- Aircraft Fueling Operations
- Tank Farm Design
- Pre-Airfield Storage Terminals-
- Appendix I - Checklists
- Appendix ii - Forms
- Appendix iii - HSE Documentation



### ***YOUR TECHNICAL TEAM***

#### **John Lindner, Fuel Quality Assurance Manager:**

John has 44 years of experience in the aviation industry, including 24 years with EPIC Fuels. John manages our quality assurance team and is focused on ensuring our stringent fuel quality control standards and processes are maintained from the time the product leaves the refiner until it is delivered into the aircraft wing. John is a member of ASTM, PEI and NFPA. He is based in our Salem, Oregon office.

#### **Angela Oliver, Transportation Manager:**

Angela Oliver is a seasoned Transportation Manager with more than a decade of experience in the logistics and transportation industry. In her current role, Angela oversees transportation carriers by negotiating pricing, contracts, ensuring compliance, and monitoring performance. Angela is based in our Irving, TX office.

# LINE SERVICE TRAINING

## Keeping your staff ramp-ready

In addition to on-site fuel quality control training performed yearly by our team, we are pleased to announce that we have worked with the National Air Transportation Association (NATA) to bring you their new and improved approach to training through the NATA Safety 1<sup>st</sup> Training Center and subscription program.



Provided you are a member of NATA, your team will have access to exciting features, content, and flexibility at a special negotiated rate.

Offered through an annual subscription, users can receive unlimited use of the entire NATA Safety 1<sup>st</sup> Program. There are no more added costs for employee turnover, simply mark the outgoing employee inactive and add in the new replacement hire. The Safety 1<sup>st</sup> Training Center offers a new approach to training that focuses on employee learning and development rather than just simple compliance. This training is approved by the FAA to meet the requirements of both 139.321(e)(1)- Fuel Safety Supervisor and Line Fuel Service 139.321 (e)(2).

The training utilizes a ratings-based approach to training that removes the emphasis on achieving a single certificate and refocuses your team on the individual, functional areas of their jobs.

The cost of NATA Safety 1st is subsidized by EPIC Fuels and would be available to you at a price of \$78 per slot per year (a 60% savings off the retail price of \$195 per year).



# INSURANCE

## No-cost extended product liability coverage and other insurance options

As an EPIC Fuels branded dealer, you would be eligible to participate in our extended product liability coverage with limits of ***\$50,000,000***.

Details of our program:

- As a branded dealer, you would become a Certificate Holder and Additional Insured, but only for liabilities arising out of the sale, handling, or distribution of dedicated fuel by your location.
- This coverage would be excess over insurance carried by you.
- In order to participate in this extended product liability coverage, you must agree to maintain a minimum primary aviation products liability limit of \$1,000,000 for any one occurrence and in the aggregate annually. In addition, EPIC Fuels must be included as an Additional Named Insured on your policy. The excess coverage shall be null and void if you fail to maintain this primary insurance or if you cease to be an authorized EPIC Fuels location.

# REFUELERS

## **EPIC Fuels believes that our customers should have the best quality aviation refuelers available on the market today**

Our refuelers meet or exceed all NFPA 407 and ATA 103 specifications with some of the finest features and equipment available on a refueler today.

As part of our proposal, we are offering the following refuelers for your use:

### **Brand New: 2023/2024 3,000-Gallon Jet A Refueler**



**Chassis:** 2023/24 International HV Cummins diesel engine with an Allison automatic transmission

**Product Tank:** 3,000-gallon DOT 406 polished aluminum tank

**Flow Capacity:** 300 GPM with Gorman-Rupp centrifugal pump

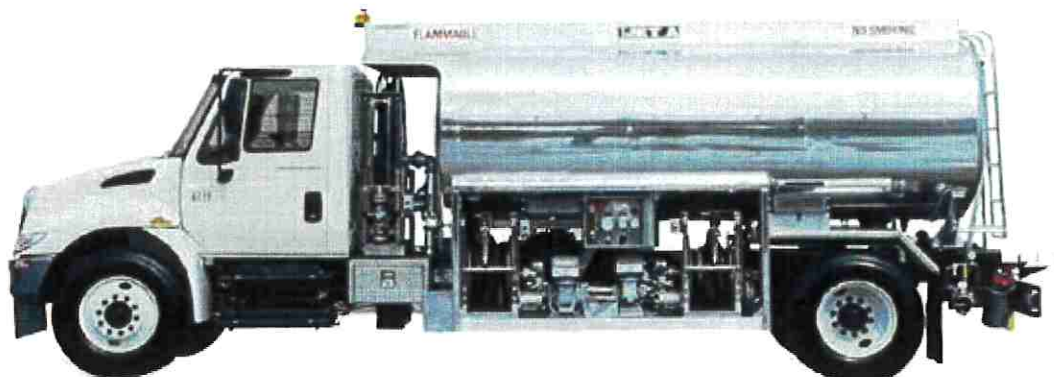
**The EPIC Fuels difference includes:**

- 1 Single-Wrap UW hose reel, 2 OW hose reels, 2 flow meters (for dual OW fueling)
- Filter / Separator two-stage system with water defense
- Gammon Viper additive system with remote panel and 16-gallon lockable poly additive tank
- TCS 3000 Electronic registers with large numerical displays
- Wireless data transfer kit installed
- Electronic ticket printer in cab
- Product tank gauging system
- Product recovery tank with built in nozzle adaptor
- Cone holder
- Aluminum chock block holder
- Aluminum storage box
- Back-up camera system
- LED light package
- Scully secondary high-level shutoff
- Standfast Tram fall protection system
- Air Conditioning

\*Upon contract award EPIC will place the order for the new truck builds which are estimated to be completed Q1 of 2024. Loaner trucks can be made available in the interim.

## **-Optional Additional-**

### **Brand New: 2023/2024 3,000-Gallon Jet A Refueler**



**Chassis:** 2023/24 International HV Cummins diesel engine with an Allison automatic transmission

**Product Tank:** 3,000-gallon DOT 406 polished aluminum tank

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- Aluminum storage box
- Back-up camera system
- LED light package
- Scully secondary high-level shutoff
- Standfast Tram fall protection system
- Air Conditioning

\*Upon contract award EPIC will place the order for the new truck builds which are estimated to be completed Q1 of 2024. Loaner trucks can be made available in the interim.

## -Optional Additional-

### **New 2023/24 SkyMark 1,000-gallon avgas refueler**

**Chassis:** New 2023/24 Ford F-450 or Dodge 4500 chassis (subject to availability), with gas or upgradeable diesel engine and automatic transmission.

**Product tank:** 1,000 gallon polished aluminum tank, fully baffled, DOT 406

**Flow capacity:** 40 GPM pumping system

**SkyMark Standard Features:**

- Filter/monitor system with water absorbing elements
- Battery shut-off switch
- Engine block heater
- Engine hour meter
- Flashing beacon
- Back up alarm
- Low-level shut-down

**Our Chosen Options:**

- 1 over wing hose reel
- TCS 3000 electronic register with large numerical display and wireless data transfer kit installed
- Maddison tank gauging system wired to TCS 3000
- Chock block holder
- Spill kit/storage box



\*Upon contract award EPIC will place the order for the new truck builds which are estimated to be completed Q1 of 2024. Loaner trucks can be made available in the interim.



# PAYMENT PROCESSING

## Flexibility to support your point-of-sale preference

We offer a variety of ways to process aviation and credit card transactions, including:

### 1. VX-820 credit card machine

The Verifone VX-820 credit card machine is a high-performance, touchscreen pin pad with chip card capabilities that is PCI compliant. It comes with built-in printer.

### 2. AVMAN POS Lite

EPIC is proud to provide our branded FBO partners with the AVMAN POS Lite by Mosaix Software. This is a cloud-based POS solution that has been designed to help manage your daily fuel and non-fuel related FBO transactions. AVMAN POS Lite provides a wide range of features for securely processing all FBO transaction data electronically and is PCI compliant. A multitude of reports and search features are available online for transaction reconciliation, invoice lookup, and customer pricing. EPIC's reporting capability will provide you with additional details to assist in daily operations.

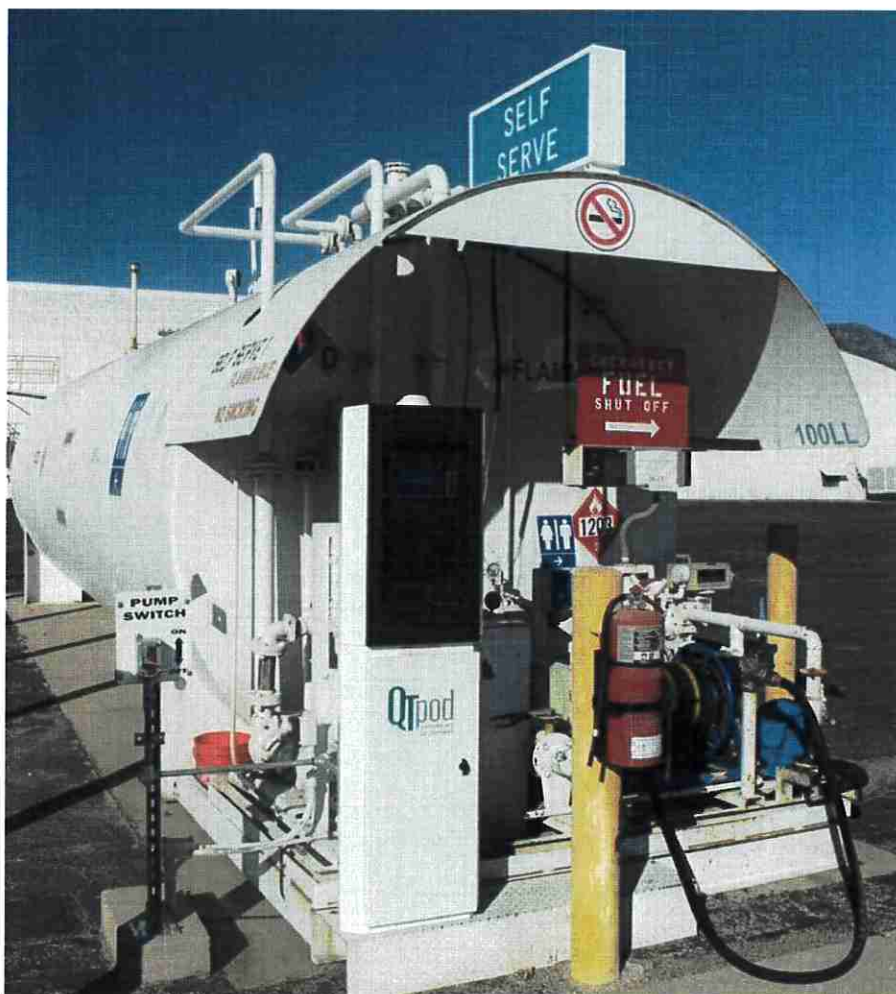


### 3. Third-party aviation point-of-sale software

If you have a third-party software that you enjoy using, odds are that we can support it. Our merchant services are compatible with AVMAN, essintaWINGS, Total Aviation Software, Total FBO, and X-1 FBO.

### 4. Self-service machine merchant processing

We can work with our sister company, QTpod, to process self-service transactions on their M4000 self-service machine. We also can support Fuelmaster self-service machines.




## CREDIT CARD RATES

### We offer very competitive credit card rates, including exclusive rates on the EPIC and Signature Cards

EPIC's merchant team will process the aviation and credit cards found in the table below. The table also details the processing rates and estimated processing times which are current as of this proposal. If cards are processed manually or not settled the same day at a merchant location, then other fees may be applied.

Card type	Rate	Payment days
EPIC Card	<b>0%</b>	2
Signature Flight Support Card	1.75%	2
Visa and MasterCard (qualified)	2.10%	2
Visa and MasterCard (unqualified)	3.29%	2
Discover	2.80%	2
American Express	3.65%	2
MultiService	3.10%	2
Avcard	2.50%	2
AIRCard (US government)	0% (contract) or 4.5%	According to contract or 2

 **It's your money!** Epic Fuels proudly remit payment to our customers within 2 days of settlement, so you will receive payments daily as long as you process transactions daily.



# EPIC CONTRACT FUEL

## **Organized access for contract fuel resellers at your location**

Our contract fuel program, EPIC Direct, is a web-based transaction system designed to process contract fuel for a variety of customers—including fractional operators, resellers, ad-hoc trips, airlines, the military, and many other charter and corporate flight departments in real time. We maintain relationships and the credit with all the major contract fuel resellers and thousands of end-user customers. All you need to do is provide us with your desired into-plane rate and we will communicate pricing to customers each week.

The system reduces administrative burden and out-of-pocket expenses typically associated with into-plane operations. Transactions are processed at 0% through electronic fuel releases and will help streamline your back-office processes.

### EPIC Direct highlights

- ✓ Organized access through a single channel for other contract fuel resellers/marketers
- ✓ Allows you to work with your preferred reseller / marketer
- ✓ 0% processing fees to you
- ✓ Into-plane fees are reimbursed within 3-5 business days
- ✓ Tailored campaigns to help retain customers and drive incremental business

# EPIC FUELS BRANDING



## Truck decals

EPIC will supply new decals for your current refuelers (if applicable).



## Signage

We will provide signage to replace existing brand signage.



## Cooperative funds

For each general aviation gallon purchased by you, EPIC will set aside \$0.005 that can be used to market your operation. These funds can be used for a wide variety of advertising, including web, print, direct mail, and uniforms.



## Branding package

At the start of your agreement with EPIC, we will provide your location with a welcome package containing items like hats, desk mats, interior signage, and more.

# MARKETING SUPPORT

As nationally recognized brand, EPIC Fuels promotes the FBO network with advertising, promotions and events. Associating with a well-known brand such as EPIC provides benefits from established awareness and visibility in a nationwide FBO network. Our advertisements on Google, Facebook, LinkedIn, as well Acukwik.com plus visibility on EPICFuels.com help to raise the profile of your FBO as part of the network and bolster unique marketing efforts. Paid exposure by strong PR and social media efforts to further help raise awareness of the brand, the network and your FBO.

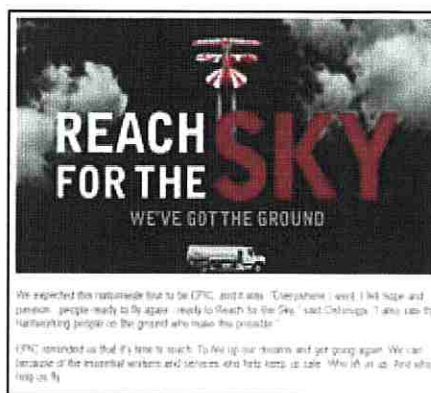
## PR and social media promote your FBO

Every EPIC FBO is included in an easy to use search engine on EPICFuels.com. In addition, EPIC works with FBOs to amplify their unique messages and efforts through PR and Social Media. This includes announcing new FBOs and supporting local or regional events that the FBO may be participating in (such as air shows, festivals or other events that typically draw air traffic.)

## Campaigns

EPIC Fuels builds nationwide campaigns to help raise awareness of our branded FBO partners. An example of one of our campaigns was the "Reach for the Sky, We've Got the Ground" which launched with EPIC's 6,000-nautical-mile, 18-day Reach Tour. EPIC brand ambassador, world-class aerobatics pilot and racing champion Anthony Oshinuga made stops at 44 FBOs in 21 states. He held small meet-and-greets and presented special COVID-related care packages with branded masks and sanitizers to underscore FBO safety protocols that help make it safe for people to fly again.

In just a couple of months, the campaign outreach efforts (organic and paid) generated more than 1.1 million impressions and 71,000 video views. Our campaign landing page - EPICFuels.com/Reach - generated time on site more than double the industry average. Media coverage included TV segments on ABC and Fox News, as well as aviation trade publications and local press.



See a short video here of the tour: <https://vimeo.com/452772826/2589c13661>

# DEDICATED DLA & AIRLINE SUPPORT

Our team includes dedicated resources experienced at winning Defense Logistics Agency (DLA) and commercial-airline business. They take great pride in helping our EPIC Fuels locations attract additional opportunities.

We are an established and proven supplier to the DLA. Our program will save you time, resources, and money. We can bid the DLA contract on your behalf to process paperwork, negotiate, and hold



the risk of the deal. The into-plane rate will be determined by you. We are here to support you in working to gain the military contract.

Steve Kephart, VP of Government Fueling and Logistics, heads up our DLA segment. Colonel Kephart spent 28 years in the United States military. He retired

from his final appointment as Director

of Customer Operations, DLA Energy, in 2014.

We also supply the world's airlines with quality fuel and customer service. Our commercial sales team provides service to all segments of the scheduled and nonscheduled airline market including passenger, freight, charter, air taxi, and air ambulance flights. We will partner with you in bidding on or supporting the commercial business at your airport.

Rafael Martinez heads up our commercial sales team. He has been with the company since 2006 and has worked in the industry since the 1980s.

# YOUR EPIC FUELS TEAM

**Have questions? Reach out to our team!**

## YOUR EPIC FUELS TEAM

**Brett Reid, Regional Sales Manager:** Brett joined EPIC Fuels in 2020 managing the South-Central territory. Brett joins with more than 13 years of experience building and sustaining strategic business partnerships within the global B&GA fuel markets. Having started early in his career as an International Trip Planner, Brett has significant experience working within the global commodity market at World Fuel Services, and most recently global FBO fuel sales with Jet Aviation. Brett holds a private pilot's license and a Bachelor of Business Management from the University of Central Oklahoma.

**Kathleen Thomas, Inside Sales Support:** Kathleen provides a full range of support to our customers and sales team in the field. Her 18 years of experience at EPIC includes customer service, dispatch, customer service supervisor, and for the last 8 years, inside sales support for our regional sales team and customers. She provides support for new and current customers with agreements, pricing, invoice questions, training set-up, insurance compliance, and so much more. Her familiarity of the industry and the entire EPIC team makes her the "go-to" team member for quick turns with answers and support.

**Rob Lewis, Vice President of Sales:** Rob is responsible for the growth of the EPIC Fuels and Signature Select networks. Rob has nearly 19 years' experience in senior leadership roles within the business aviation sector. He has been President of Everest Fuel Management, SVP of Sentient Jet's FBO Division, CEO of Pentastar Aviation, VP of CAE's Business Aviation and Helicopter Training divisions and VP of Erickson's Air crane business. Rob holds a private pilot's license, has a BS in Physics from the US Naval Academy and an MBA from Columbia University.



## **Proposal to Supply Aviation Fuel**

Jack Brooks Regional Airport  
Beaumont, TX  
October 4<sup>th</sup>, 2023

Prepared by: Trey Baker | [tbaker@titanfuels.aero](mailto:tbaker@titanfuels.aero) | 252.361.3026  
Submitted by: Titan Aviation Fuels | [titanfuels.aero](http://titanfuels.aero) | 252.633.0066





Post Office Box 12327  
New Bern, NC 28561-2327  
Tel 252-633-0066  
Fax 252-633-3125  
Email [info@titanfuels.aero](mailto:info@titanfuels.aero)

October 4<sup>th</sup>, 2023

Jefferson County Purchasing Department  
1149 Pearl Street, 1<sup>st</sup> Floor  
Beaumont, Texas 77701

To whom it may concern,

I am pleased to provide you with the following proposal to continue to be your fuel supplier at Jack Brooks Regional Airport in Beaumont, Texas.

Included within this proposal, you will find a comprehensive overview of our company, as well as detailed information on supply terminals, fuel cost, refueler leasing, and programs.

The following proposal is based on a **contract term of 3**, with NET 30-day payment terms, and includes several incentives and offerings that have been tailored to Jack Brooks Regional Airport's requirements and needs. While this proposal is intended to be fully comprehensive, please do not hesitate to contact me about anything additional you may require or questions you may have.

Thank you for the opportunity to earn your business. We look forward to serving you in the future.

Sincerely,

Trey Baker  
Titan Aviation Fuels  
Regional Sales Manager  
252-361-3026  
[tbaker@titanfuels.aero](mailto:tbaker@titanfuels.aero)

*This proposal contains confidential information*



## Corporate Profile

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## INTRODUCTION

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Titan Aviation Fuels offers your FBO the advantage of a partnership based on service, solutions, safety and innovation. Having supply relationships with many global refiners provides your FBO security of supply teamed with the service of a family operated company dedicated to aviation. We are committed to your success through our shared objectives:

- Reliable fuel supply
- Increased fuel sales
- Technical expertise and training
- Sales and marketing support
- Valuable network connections



## PROFILE - TITAN AVIATION FUELS

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- Exclusive general aviation sales and marketing entity for Titan Aviation products in the United States
- Titan Aviation Fuels was established in 1975 in New Bern, NC
- Over 550 FBOs throughout the United States
- 100% commitment to the General Aviation Market through membership, product, sales and support
- 85 plus dedicated employees who are customer service oriented, located around the United States
- A large fleet of aviation refuelers to meet our customers daily demands and special events
- Quality Control audit team dedicated to the consistent delivery of quality product, support and safety
- Dedicated sales and marketing team located throughout the United States who support daily operations
- Contract Fuel Programs designed to connect you directly to targeted customers and prospects
- Loyalty Rewards Program to promote increased sales and customer appreciation



## THE TITAN AVIATION FUELS TEAM

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### **Robbie Stallings, President**

800-334-5732 (office)

252-671-5959 (cell)

[rstallings@titanfuels.aero](mailto:rstallings@titanfuels.aero)

### **Byron Gray, Sales Manager**

800-334-5732 (office)

972-358-6809 (cell)

[byron@titanfuels.aero](mailto:byron@titanfuels.aero)

### **Mike Allen, VP Sales and Marketing**

800-334-5732 (office)

919-740-9306 (cell)

[mike@titanfuels.aero](mailto:mike@titanfuels.aero)

### **Trey Baker, Sales Rep (Primary Point of Contact)**

800-334-5732 (office)

252-361-3026 (cell)

[tbaker@titanfuels.aero](mailto:tbaker@titanfuels.aero)

### **Elise Donald, Director of Client Relations**

800-334-5732 (office)

281-782-4067 (cell)

[elise@titanfuels.aero](mailto:elise@titanfuels.aero)

### **Patricia Remmers, Contract Fuel Sales Rep**

800-334-5732 (office)

561-212-5494 (cell)

[premmers@titanfuels.aero](mailto:premmers@titanfuels.aero)



## REFERENCES

Name	FBO	Location	Contact Information
Louis Jennings	Horseshoe Bay Resort Jet Center	Horseshoe Bay, TX	(903) 597-1334 <a href="mailto:dwilkey@jetcenteroftyler.com">dwilkey@jetcenteroftyler.com</a>
Ron Stroud	Global Select	Sugarland, TX	(281) 275-2428 <a href="mailto:rstroud@sugarlandtx.gov">rstroud@sugarlandtx.gov</a>
Ken Lantz	Southern Star Aviation	Midlothian, TX	(972) 937-5515 <a href="mailto:kenflysjets@hotmail.com">kenflysjets@hotmail.com</a>
Oscar Villareal	Dallas Jet	Dallas, TX	(817)232-8873 <a href="mailto:oscarvilla60@gmail.com">oscarvilla60@gmail.com</a>
Eric Pratt	Mesquite Metro Airport	Mesquite, TX	(972) 216-4131 <a href="mailto:epratt@cityofmesquite.com">epratt@cityofmesquite.com</a>

## CURRENT BRANDED ACCOUNTS

JASPER, TX	(JAS)	BRAVO AVIATION	
DECATUR, TX	(LUD)	DECATUR JET CENTER	
FT. WORTH, TX SPINKS	(FWS)	HARRISON AVIATION	
ARLINGTON, TX	(GKY)	HARRISON AVIATION	
LANCASTER, TX	(LNC)	LANCASTER REGIONAL AIRPORT	(MUNICIPAL ACCOUNT)
NACOGDOCHES, TX	(OCH)	CITY OF NACOGDOCHES	(MUNICIPAL ACCOUNT)
HUDSON OAKS, TX	(WEA)	PARKER OAKS AIRPORT	
SUGAR LAND, TX	(SGR)	GLOBAL SELECT	(MUNICIPAL ACCOUNT)
EDINBURG, TX	(EBG)	SOUTH TEXAS INTL. AIRPORT	(MUNICIPAL ACCOUNT)
MCGREGOR, TX	(PWG)	JAG AVIATION	
BEAUMONT, TX	(BPT)	JACK BROOKS REGIONAL AIRPORT	(MUNICIPAL ACCOUNT)
GALVESTON, TX	(GLS)	ISLAND JET CENTER	
WHARTON, TX	(ARM)	CITY OF WHARTON	(MUNICIPAL ACCOUNT)
ORANGE, TX	(ORG)	COUNTY OF ORANGE	(MUNICIPAL ACCOUNT)
TYLER, TX	(TYR)	JET CENTER OF TYLER	
HOUSTON, TX	(HOU)	WILSON AIR CENTER	
MIDLOTHIAN, TX	(JWY)	SOUTHERN STAR AVIATION	
MESQUITE, TX	(HZR)	CITY OF MESQUITE	(MUNICIPAL ACCOUNT)
PEARLAND, TX	(LVJ)	PEARLAND REGIONAL AIRPORT	
DEVINE, TX	(23R)	DEVINE REGIONAL AIRPORT	(MUNICIPAL ACCOUNT)
HUNTSVILLE, TX	(UTS)	HUNTSVILLE AVIATION	

\*NOTE: DOES NOT INCLUDE UNBRANDED AIRPORTS

## Pricing and Offer Summary

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## PRICES FOR PRODUCT, MINIMUM QUALIFICATIONS AND PAYMENT TERMS

### Minimum Qualifications

- Jet A fuel meets the specification of ASTM D-1655, latest edition, Jet A pre-blended with anti-icing additives confirms to MIL-DLT-85408.
- Avgas 100LL will meet the specifications of ASTM D-910, latest edition.

### PRICES EFFECTIVE 8/29/2023 – 9/04/2023

JET FUEL – Terminal: Pasadena		AVGAS– Terminal: Baton Rouge	
Index	\$3.05344	Index	\$3.17608
Bidders Markup	\$.065	Bidders Markup	\$.555
Freight	\$.1008	Freight	\$.1701
Federal Tax	\$0.243000	Federal Tax	\$0.19300
Federal LUST	\$0.001000	Federal LUST	\$0.00100
Federal Oil Spill	\$0.002140	Federal Oil Spill	\$0.00214
Federal Superfund Fee	\$.0039	Federal Superfund Fee	\$.0039
Total Delivered Price	\$3.46928	Texas Petroleum Fee	\$.00082
		Total Delivered Price	\$4.10204

**Jet A with FSII Additive** will be calculated using the published index for the US Gulf Coast Jet 54 Pipeline Mean PWA (previous week's average). TITAN can notify the FBO upon request when there is a change in freight or surcharges imposed by the carrier. Prices are effective Tuesday through Monday.

Secondary Terminal: Tyler

**AVGAS 100LL** will be calculated using the published index for the US Gulf Coast 93 Octane Unleaded Waterborne Mean PWA (previous weeks average). TITAN can notify the FBO upon request when there is a change in freight or surcharges imposed by the carrier. Prices are effective Tuesday through Monday.

Secondary Terminal: Deer Park

- In the event fuel is not delivered from the primary supplier terminal or with the primary carrier, additional charges may apply.
- Product Delivery: Offer is based upon the delivery of full transport loads.
- Pricing will be adjusted every Tuesday excluding holidays.

**Payment Terms: Net 30 days EFT**

**Contract Term: 3 years**

*This proposal contains confidential information*

## OFFER SUMMARY

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### **Point-of-Sale System**

Titan Aviation Fuels will provide your FBO with the VX-820 free of charge and with no monthly fees. The point-of-sale system integrates with both Titan Rewards and Titan Contract Fuel.

### **Marketing**

Titan Aviation Fuels will design and execute a marketing plan and provide ongoing marketing consultation for the duration of the contract.

### **Signage**

Titan Aviation Fuels will provide a Titan Aviation Fuels sign at your self-serve location at no cost

### **Fuel Quality Assurance and Training**

Titan Aviation Fuels will provide your FBO annual on-site Quality Control inspections, access to ACE-GA training, and complimentary regional Quality Control Seminars.

### **Insurance Coverage**

Titan Aviation Fuels offers a \$50,000,000 third party Aircraft Products/Completed Operations Liability Insurance program free of charge provided, underlying insurance minimums are met.

### **Offer**

Titan Aviation Fuels will provide a 2019 3,000 Gallon Jet Refueler at no cost for 12 months or a 2023 3,000 Gallon Jet Refueler at no cost for 6 months

Titan Aviation Fuels will contribute \$.005 per gallon for every gallon purchased towards Titan Aviation Fuels COOP Fund

Titan Aviation Fuels will provide Atlas FBO Software (Basic Package) Free for the entirety of contract

### **Contract and Payment Terms**

3 Year Contract

Payment due net 30 days via EFT

Credit card funds including in-to-plane fees remitted within 48 hours of transaction

## Refueler Programs

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## REFUELER PROGRAM

We operate a large fleet of aviation refuelers for lease, purchase, or temporary use. Our lease programs are suited to the needs of each customer. Our fuel trucks meet or exceed industry standards and are available with customer requested options.

Year	Type	Capacity	Lease Rate
2023 (Primary Truck)	Jet-A	3000 gallons	\$1,350/month (Free for first 6 months)
2019 (Current Truck) (Primary Truck)	Jet-A	3000 gallons	\$950/month (Free for 12 months)
2022-2023 (Optional/Additional)	Jet-A	3000 gallons	\$1650/month
2019-2021 (Optional/Additional)	Jet-A	3000 gallons	\$1450/month
2022-2023 (Optional/Additional)	Avgas	1000 gallons	\$750/month
2019-2021 (Optional/Additional)	Avgas	1000 gallons	\$650/month

- Our Quality Control Audit Team will perform an annual inspection on all fuel trucks (regardless of ownership) and fuel farms at no charge to our customers
- All maintenance will be covered by Lessor, except Tires and Batteries
- Titan Aviation Fuels will provide a temporary backup refueler in case of an emergency
- Titan Aviation Fuels will provide refueler trucks a week before the start date
- Titan Aviation Fuels will allow qualified outside contractors and qualified CPT employees to perform necessary maintenance on refuelers

## Credit Card Rates

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## CREDIT CARD RATES

Titan offers an extensive Credit Card processing system, utilizing the Verifone VX-820 POS machine. Funds are processed and deposited **within 48 hours** of the transaction.

Card Type	Rate
TITAN Contract Fuel Plus	0.00% FUEL AND NON-FUEL
MasterCard/Visa *	1.90%
American Express	2.50%
Discover	2.25%
Multiservice Card	2.60%
AvCard	3.0%
Gov't Air Card	0%

*\*Transactions that are not swiped through the POS machine and settled on the same calendar day that authorization occurs have higher processing rates.*

Most third-party processing systems are certified on the TITAN card processing platform to include TOTALFBO, X-1 Software, FBO Director, Avman, and Atlas FBO Management Software.

## Marketing Services

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## MARKETING

### Digital

Email communications  
 Newsletters  
 Web advertising  
 App advertising  
 Social media

### Print

National Showcase Ads  
 Newsletters  
 Custom mailing assistance

### Public Relations

Social media strategies  
 Press releases  
 Internal and external communications

### Events

NBAA-BACE  
 NBAA Schedulers and Dispatchers  
 AirVenture  
 Heli Expo  
 State and local airport conferences  
 Sponsorships


### Consultation

Website  
 Point of Sale  
 Loyalty Rewards utilization




## Email Marketing

We create email marketing pieces for your FBO to promote special events and seasonal traffic. Email lists are created from our vast database of TITAN Contract Fuel and TITAN Rewards card holders. Custom distribution lists are also created utilizing TraqPak flight tracking software.




# JACK BROOKS REGIONAL



Welcome Jack Brooks Regional Airport to the TITAN Network! Celebrate with 10X Rewards points through December 2023.

**Jack Brooks Regional Offers:**

- Conference room
- Refreshments
- Passenger Lounge
- TITAN Contract Fuel
- TITAN Rewards



[www.flysetx.com](http://www.flysetx.com) | 409-719-4950

10X Rewards at Jack Brooks Regional through December 2023!

Titan Aviation Fuels  
 P.O. Box 12327  
 New Bern, NC 28561  
 252.633.0066  
[www.titanfuels.com](http://www.titanfuels.com)

## SOCIAL MEDIA

We are continually building our social media network and connecting with our customers and pilots through multiple channels.



## Titan Aviation App

As a participating FBO in the Contract Fuel and Rewards programs, your FBO will be listed on the Titan Aviation App. With over 46,000 downloads, it is the go-to application for monitoring Contract Fuel pricing and Rewards points. The complimentary app banner ad offers additional marketing opportunities for your FBO promotions.

### Total App Installations

Apple	Android	Total
21,193	25,130	46,323



# FBO News

Through our quarterly publication of Quick Turn, we communicate with our FBOs regarding the latest in quality control, available FBO programs and so much more. It is a valuable publication for important dates and contacts at Titan Aviation Fuels.



## Quick Turn

Titan Aviation Fuels • Summer 2019

### From The Cockpit




*[Placeholder text for 'From The Cockpit' section]*




## FBO Spotlight

### Airport Hangar Becomes Party Venue

*[Placeholder text for 'Airport Hangar Becomes Party Venue' section]*





## Quality Assurance


### Quality Control Update

*[Placeholder text for 'Quality Control Update' section]*



### Events to Remember

- February 24-26  
NBAA Leadership Conference  
Orlando, FL
- March 10-13  
Schedulers and Dispatchers  
Charlotte, NC



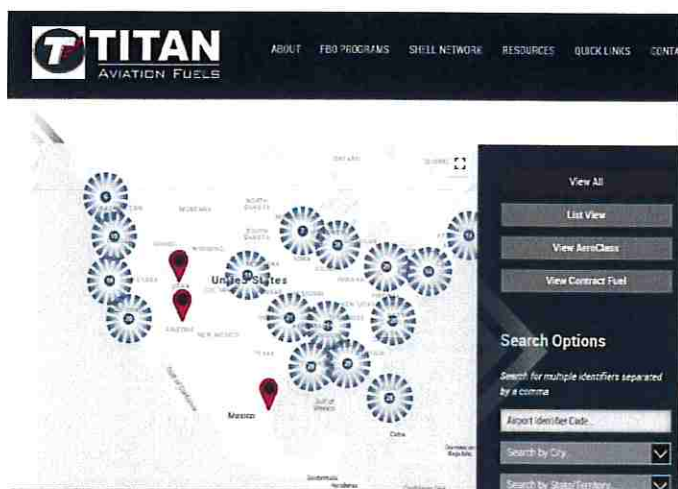
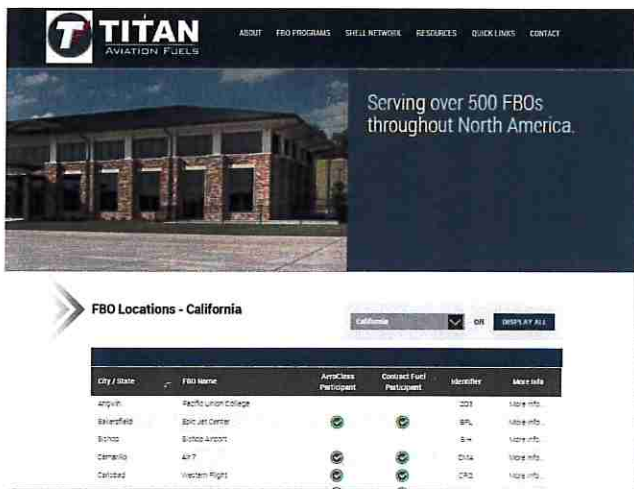
*[Placeholder text for '154 customers joined us for our Quality Control Seminar in Charlotte, NC']*



SINCE THE BEGINNING OF FLIGHT... WE'VE BEEN FLYING

## Website

Your FBO will be listed on our website and linked on our branded FBO Map. FBOs participating in the Contract Fuel and TITAN Rewards programs are indicated and searchable. Space for promoting your FBO is available on our homepage and on our news feed.



## Industry Events

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Titan Aviation Fuels along with our FBOs participate in aviation events and conferences throughout the country. We offer our FBOs the opportunity to exhibit alongside us at select aviation shows and conferences. Parties, exciting themes and giveaways are utilized to increase exposure and foot traffic.

- NBAA-BACE
- S&D
- Regional Forums
- Heli Expo
- Local and State Conferences
- Military conferences



## Email Marketing

We create email marketing pieces for your FBO to promote special events and seasonal traffic. Email lists are created from our vast database of Titan card holders and Titan Rewards members. Custom distribution lists are also created utilizing TraqPak flight tracking software.



Welcome Hampton Roads Executive (PVG) Chesapeake, VA to the Shell Contract Fuel Program!

» 5X AeroClass Points «

*Through February, 2018*

» \$3.75/gallon Shell Contract Fuel  
Introductory Price «

*Fuel pricing subject to change*

*No other discounts, based tenant or quantity, apply to Shell Contract Fuel Pricing*



Fly Homestead Executive Jet Center for the NASCAR Championship Weekend and enjoy 5X AeroClass points!



You'll always be on the winning team when you choose Shell Contract Fuel for the NCAA Tournament.

*Score BIG with competitive prices at these Shell Contract Fuel FBOs:*

First Four | Dayton, OH | March 19-20

- » Wright Brothers Aero (DAY) | Vandalia, OH
- » Cincinnati Jet Center (HAO) | Hamilton, OH
- » Waypoint Aviation (LUK) | Cincinnati, OH

1st/2nd Rounds | Salt Lake City, UT | March 21/23

- » CB Jet Center (OGD) | Ogden UT

1st/2nd Rounds | Des Moines, IA | March 21/23

- » Signature Flight Support (DSM) | Des Moines, IA

1st/2nd Rounds | Jacksonville, FL | March 21/23

- » Jacksonville Jet Port (VQQ) | Jacksonville, FL

1st/2nd Rounds | Tulsa, OK | March 22/24

- » Legacy Jet Center (TUL) | Broken Arrow, OK
- » Christiansen Aviation (RVS) | Tulsa, OK

1st/2nd Rounds | Columbus, OH | March 22/24

- » Columbus Jet Center (TZR) | Columbus, OH

1st/2nd Rounds | Columbia, SC | March 22/24

- » Eagle Aviation (CAE) | West Columbia, SC
- » Eagle Aviation (CUB) | Columbia, SC

1st/2nd Rounds | San Jose, CA | March 22/24

- » Rossi Aircraft Inc. (PAO) | Palo Alto, CA
- » APP Jet Center (HWD) | Hayward, CA

South Regional | Louisville, KY | March 28/30

- » Central American Airways (LOU) | Louisville, KY
- » Honaker Aviation (JYV) | Sellersburg, IN

West Regional | Anaheim, CA | March 28/30

- » Signature Flight Support (LAX) | Los Angeles, CA

East Regional | Washington, D.C. | March 29/31

- » APP Jet Center (HEF) | Manassas, VA
- » ProJet Aviation (JYO) | Leesburg, VA
- » Winchester Aviation (OKV) | Winchester, VA

## Titan Aviation App

As a participating FBO in the Titan Contract Fuel and Titan Rewards programs, your FBO will be listed on the Titan Aviation App. With over 31,000 downloads, it is the go-to application for monitoring Contract Fuel pricing and Titan Rewards points. The complimentary app banner ad offers additional marketing opportunities for your FBO promotions.

### Total App Installations

Apple	Android	Total
21,193	25,130	46,323





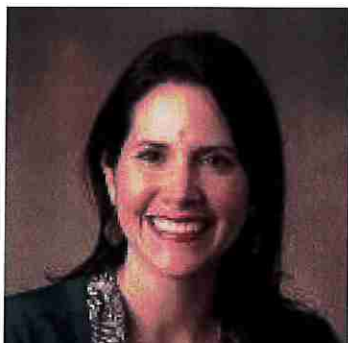
## Marketing Reach

Titan Aviation's marketing support provides your FBO with optimum exposure to the customers you value.



- FBO features in e-newsletters gives your FBO exposure to nearly 40,000 active members of both Loyalty Rewards and Contract Fuel programs
- Your FBO will be listed on both the fuel network on the Titan website and the Titan Aviation app for total exposure to over 40,000 potential customers
- Titan Aviation's presence and sponsorship at aviation tradeshows offers your FBO premium floor placement and increased exposure

# Your Marketing Team



**Rhonda Bernthal**  
Director of Marketing  
Rhonda@titanfuels.aero



**Tracy Daniels**  
Contract Fuel Marketing  
tdaniels@titanfuels.aero

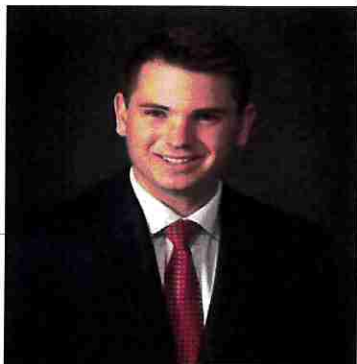


**Caroline Smith**  
Social Media/Co-Op Marketing  
csmith@titanfuels.aero

**Jack Brooks Regional  
Airport**



**Elise Donald**  
Customer Relations/Events  
elise@titanfuels.aero



**Trey Baker**  
Gulf Coast Sales Rep  
tbaker@titanfuels.aero

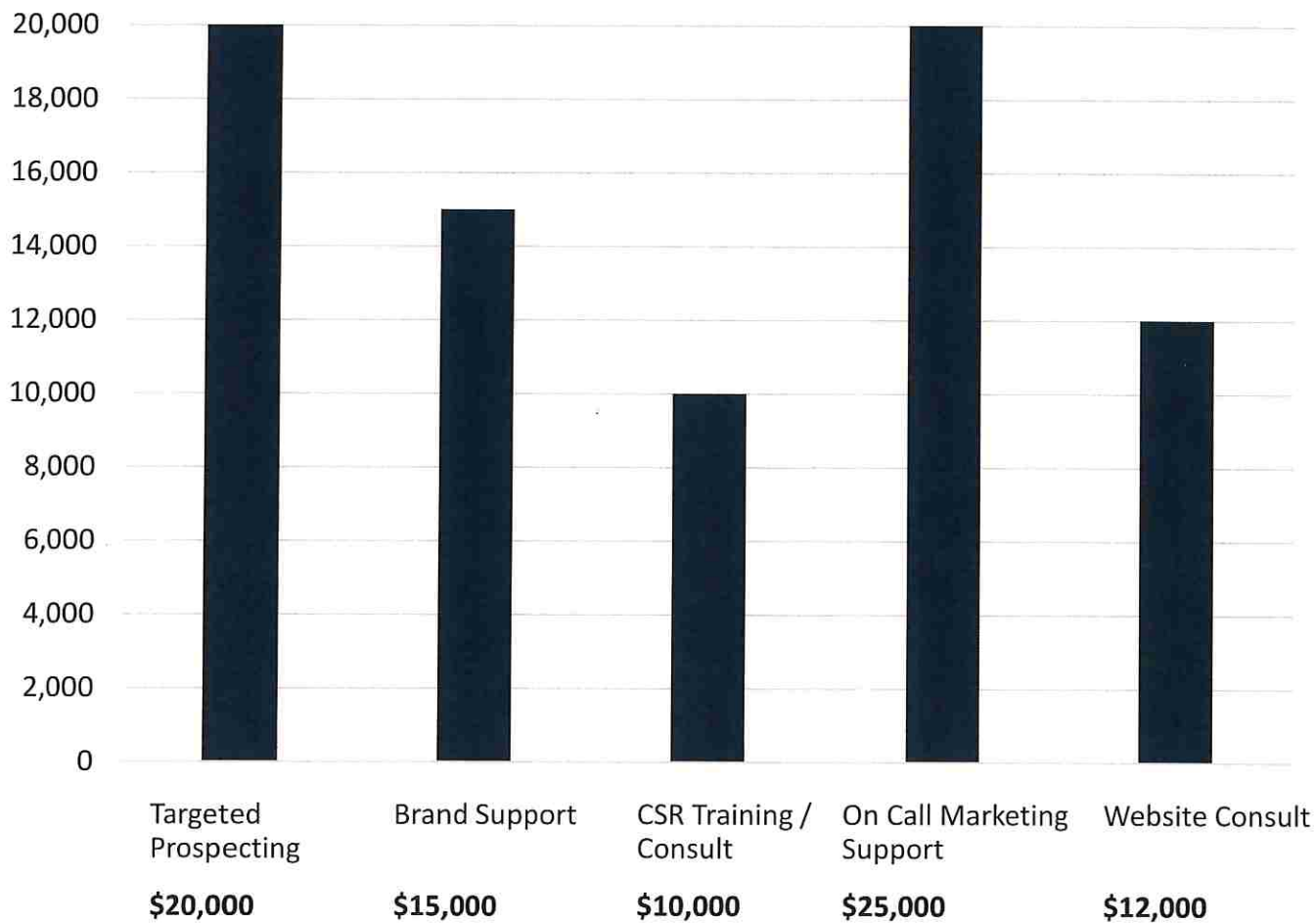


**Patricia Remmers**  
Gulf Coast Contract Fuel  
premmers@titanfuels.aero



## Titan Aviation Marketing Value

Titan Aviation’s marketing support is a complimentary service to our branded FBOs. Our goal is to assist you in executing marketing strategies that attract new business, build customer loyalty and increase sales. See below for an outline of the value of our marketing services based on the estimated cost of retaining an outside marketing firm.



Total Value  
**\$82,000**



## Additional Program Information

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# Sign and Go



## TITAN CONTRACT FUEL PLUS

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Titan Aviation Fuels has developed an innovative contract fuel program featuring:

- 0% processing fees on fuel and ancillary charges
- More than 4,000 customers representing 20,000+ aircraft
- Availability at over 380 locations and growing
- Each FBO location is assigned a Contract Fuel representative to drive business to your location
- Payment will be wired to your account within 48 hours
- Third-party contract fuel and reseller transactions can be processed through our system
- Participating FBOs benefit from continued exposure through newsletters, email marketing, attendance at aviation conferences, and print advertising



## EXCESS LIABILITY INSURANCE

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Titan offers a \$50,000,000 third party Aircraft Products/Completed Operations Liability Insurance program free of charge. The following guidelines apply:

- Titan Aviation Fuels is named as additional insured parties as suppliers of aviation petroleum products including refueling, de-fueling and/or lubrication of aircraft
- The policy must reflect a minimum limit of \$500,000 each occurrence combined single limit for third party bodily injury and/or property damage, without restrictive per person sub-limits for bodily injury
- Acceptable liability coverage must include products, premises, and completed operations



## INSURANCE

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Our subsidiary company, EBCO Aviation Insurance, specializes exclusively in the aviation insurance arena and can offer a detailed, comprehensive insurance program for your FBO. We can make recommendations and evaluate in the following areas:

- Airport property coverage
- Aircraft hull and liability
- Hangar keepers liability
- Airport liability

Visit [www.ebcoaviation.com](http://www.ebcoaviation.com) for more information and to request a quote.

### **Atlanta**

3070 Five Forks Trickum Rd.  
Lilburn, Georgia 30047  
Phone: 770-978-4855  
Fax: 770-978-4868

### **Greensboro**

2014-B New Garden Rd.  
Greensboro, NC 27410  
Phone: 336-540-1950  
Fax: 336-540-1977

### **Memphis**

4515 Poplar Ave.  
Ste. 200  
Memphis, TN 38117  
Phone: 800-238-5190



## QUALITY CONTROL

Titan Aviation Fuels offers an in house Quality Control Program. Our head of Quality Control, Mike Mattern has been with the company for over 10 years and is nationally recognized as a leader in the QC field. He brings 30 years of military QC experience and a team of 4 quality control professionals.

Titan will provide the following at no cost to your FBO:

- Annual On-Site Quality Control Inspections – Our QC inspectors will perform annual quality control inspections free of charge
- Line Service Training Program – An interactive CD ROM based line service supervisor training program. After completion of the program, your employees will have the knowledge and skills required to safely perform operations and technical tasks at your FBO
- Regional Seminars – Two-day training seminars cover various quality control topics including filtration, ATA Spec 103, proper documentation, fuel receipt procedures, and QC tests
- FAR Part 139 Fire Training – In conjunction with our seminars Titan also teaches and certifies line service personnel in fire prevention and fire mitigation
- HAZMAT Training – Titan provides Hazmat training to those who ship hazardous materials





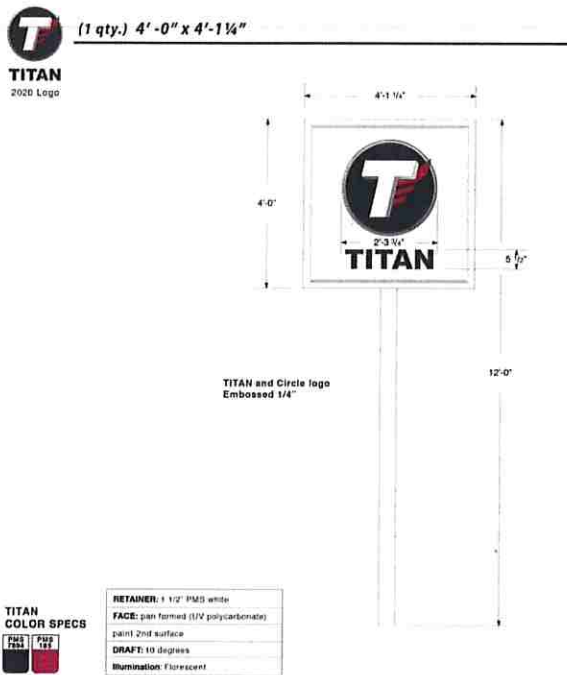
## PARTS AND SUPPLIES

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We distribute refueling equipment from leading manufacturers. We maintain a large inventory of parts to handle unexpected emergencies, and we have negotiated competitive prices from our suppliers so that we can pass these savings along to our customers. We also offer an online parts store for your convenience.

Following is a list of some of our suppliers:

- Gorman-Rupp
- Velcon Filters
- Hannay Reels
- Betts Valves
- Gammon Technical Products
- OCV
- Thiem
- Liquid Controls



## SIGNAGE AND BRANDING

The Titan Aviation branding program includes:

- Fueling equipment – decals for trucks and tanks
- Installation of signage - We tailor the signage to meet the needs of the individual FBO. Signage and decals meet state, federal and airport regulatory guidelines.
- Website – Logos will be provided
- Press releases
- Email and social media announcements



## LOYALTY REWARDS PROGRAM

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The Titan Rewards program provides a low-cost incentive for pilots to purchase fuel from participating FBOs. Every time a member pilot refuels at a participating FBO, the pilot receives points redeemable for valuable Visa gift cards. This program provides a means to increase your FBOs business through bringing in new customers, building loyalty and incentivizing increased uplift.

The Loyalty Rewards Program features:

- 14,000+ members
- 350+ participating FBOs
- Increased sales
- Marketing opportunities



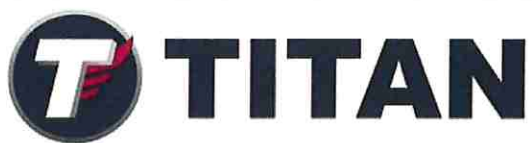
## ATLAS FBO SOFTWARE

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ATLAS FBO POS software automates the handling of many elements of FBO business management. The web-based software is PCI certified compliant.

The Atlas software program features:

- Integration of fuel cards, bank cards, Air Card and the Titan Buyback
- Fuel Inventory Management
- Item Inventory and Tax/Fee table
- Extensive reporting ability
- Export to QuickBooks
- Customer resource management
- Automated client contract specific pricing, Cost + or Retail –
- Direct billing, customer statements and recurring invoices
- User friendly cart experience
- Loyalty Rewards
- Payment processing and reimbursement within 48 hours



# Atlas

## PRICING

### Basic Package

**\$50/month**

#### Includes

- Titan, Bank and Gov't Air Card Processing (POS)
- Invoicing
- Customer Management
- Item Management
- Tax Setup
- Pilot Rewards

### Advanced Package

**\$295/month**

#### Includes all Basic Features plus

- Discounts/Contracts (Tiered Pricing)
- Fuel Management
- Inventory Management
- Reporting
- Recurring Invoices
- Employee Time clock
- Comingled Fuel

### Premier Package

**\$395/month**

#### Includes all Basic & Advanced Features plus

- Customer Account Management
- Adhoc & Basic Statements
- Import Transactions to QuickBooks
- Fuel Management (Meter Tracking)
- Veeder Root/TCS Integration
- Dashboard Reports
- Flightbridge Integration

### Schedule A Demo

Atlas Support Team

1-800-334-5732 | [support@titanfuels.aero](mailto:support@titanfuels.aero)

# Atlas FBO

Titan branded FBOs, both large and small, will be able to use ATLAS FBO POS software to increase their revenues and profits through the automated handling of many elements of FBO business management.

The web based software is modern and PCI compliant regarding gateway communication to US Bank with Credit Card Vault security. The comprehensive software features include:

- Integration of Titan cards, Bank cards, Air Card and the Titan Buyback
- Fuel Inventory Management
- Item Inventory and Tax/Fee table
- Extensive Reporting ability
- Export to Quickbooks
- Customer Resource Management
- Automated Client contract specific pricing, Cost + or Retail –
- Robust Direct billing, Customer statements and Recurring invoices
- User friendly Cart experience
- Titan Rewards
- Payment processing for fast reimbursement

**Guest (Working)**  
\$1,587.25 (5 items)

Fees Fuel Pilot Supplies Service Part Labor

Add To Cart

Item	Price	Item	Price	Item	Price
Hat \$15.00 Standard hat	\$15.00	Oil 15W50 \$3.25 Per Quart	\$3.25	Oil 100W \$1.00 Per Quart	\$1.00
Shirt \$20.00 Standard Shirt	\$20.00	Cup Coffee \$0.00	\$0.00	Corrosion Inhibitor \$1.00	\$1.00
FIKI A \$4.25 FIKI Fluid A per Quart	\$4.25	FIKI B \$4.55 FIKI Fluid B per Quart	\$4.55	APU \$1.00	\$1.00
Prist (Fuel Additive) \$1.00	\$1.00	Ice Inhibitor \$1.00	\$1.00	Hydraulic Fluid \$1.00	\$1.00
		Custom Product Code \$1.00	\$1.00		

Subtotal: \$1,370.00  
Taxes & Fees: \$217.25  
Total: \$1,587.25

Items (5)

Item	Qty	Base	Actual	Subtotal
Fuel Jet-A Fuel	280	4.50	\$4.50	\$1,260.00
Ramp Fee Fees	50	1.00	\$1.00	\$50.00
Airport Fee Fees	25	1.00	\$1.00	\$25.00
Hat Pilot Supplies	1	15.00	\$15.00	\$15.00
Shirt Pilot Supplies	1	20.00	\$20.00	\$20.00

User Friendly Cart Experience

**Fuel List**

Supplier	From	To	Fuel Type	Cost	Quantity	Begin	End	Note
new Tank Jet-A 10000 / 9800	2017-04-23 16:10:21	Tank 2	Fuel 100LL	\$1,500.00	0.00	0.00	0.00	
	2017-04-23 16:09:24	[None]	Fuel Jet-A	\$0.00	2,500.00	0.00	0.00	
Tank 1 S/C 4100 / 10000	2017-04-23 16:11:36	Tank 1	Fuel Jet-A	\$3.00	100.00	0.00	0.00	
	2017-04-23 16:11:17	Truck 2	Fuel Jet-A	\$3.00	500.00	0.00	0.00	
	2017-01-23 14:54:13	Tank 2	Fuel 100LL	\$4.00	250.00	0.00	0.00	
Truck 1 S/C 700 / 1300	2017-02-01 14:56:50	Truck 3	Fuel Jet-A	\$3.00	417.00	0.00	0.00	Invoice
	2017-02-01 14:56:50	Truck 2	H400LB Fuel Jet-A	\$3.00	842.00	0.00	0.00	Invoice
Truck 2 S/C -217 / 230	2017-03-22 11:04:28	Truck 1 (Meter)	Fuel 100LL	\$4.00	0.00	0.00	0.00	Invoice
	2017-03-09 17:59:51	Truck 1 (Meter)	Fuel 100LL	\$4.00	0.00	0.00	0.00	Invoice

Fuel Inventory Management

Learn more about Atlas FBO Software  
Nicole Kassler 252.514.8762



## FBO PARTNERS

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Titan Aviation Fuels has partnered with following vendors to assist our FBOs in meeting the needs of their pilots and customers.

### **TraqPak FBO by Argus**

Web-based flight tracking portal with owner/operator contact information alongside historical data and analysis.

### **Unifirst**

A uniform and supply distributor offering a broad range of apparel and common supplies. Discounted pricing has been negotiated for Titan customers.

### **FlightBridge**

Web-based concierge system that tracks all planned arrivals and departures along with related service requests.

### **Safety 1<sup>st</sup>**

Titan has negotiated a discounted pricing structure for our customers to train their line service specialists.

### **Hertz**

Competitive revenue sharing and tiered commission based on sales growth available to Titan customers.

## Required Forms

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BYRD ANTI-LOBBYING CERTIFICATION

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

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

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

The Contractor Titan Aviation Fuels 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

Trey Baker Regional Sales Manager  
\_\_\_\_\_  
Name and Title of Contractor's Authorized Official

9/25/2025  
\_\_\_\_\_  
Date

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

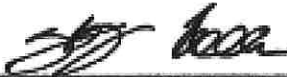
DEBARMENT/SUSPENSION CERTIFICATION

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

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

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

The Contractor Titan Aviation Fuels 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

Trey Baker Regional Sales Manager  
Name and Title of Contractor's Authorized Official

9/25/2023  
Date

Date

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

**1. EQUAL EMPLOYMENT OPPORTUNITY (Equal Opportunity Clause)**

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

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

- 1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:  
Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- 2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- 3) The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.
- 4) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- 5) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- 6) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- 7) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or order this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- 8) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each Subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

## CIVIL RIGHTS COMPLIANCE PROVISIONS (CONTINUED)

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

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

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

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



\_\_\_\_\_  
Signature of Contractor's Authorized Official

Trey Baker Regional Sales Manager

\_\_\_\_\_  
Name and Title of Contractor's Authorized Official

9/25/2023

\_\_\_\_\_  
Date

**REQUIRED FORM**

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

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

## Workspace

### Entities



**Register Your Entity or Get a Unique Entity ID**

[What do I need for registration?](#)

[Get Started](#)

**Renew/Update Your Entities**

Select Renew/Update to go to your entity workspace and renew/update your entities.

[How to renew or update an entity?](#)

[Renew/Update](#)

## Profile

Gordon Baker  
tbaker@titanfuels.aero

[Downloads](#) [Saved Searches](#) [Following](#)

## Pending Requests

No pending requests

[See All](#)

## Notifications

No available notifications

[See All](#)

## Add A New Role

Select on the options below to request a new role. If you need a role that you do not see below, contact an administrator for your organization directly.

Select a Role ▼

I verify I have a business need for this role.

[Request Role](#)

## System Accounts



**BIDDER: INSERT COMPLETED FORM 1295 BEHIND THIS PAGE.**

495

# CERTIFICATE OF INTERESTED PARTIES

FORM 496 **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

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

Certificate Number:  
 2023-1075430

Eastern Aviation Fuels, Inc DBA Titan Aviation Fuels  
 New Bern, NC United States

Date Filed:  
 09/25/2023

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

Jefferson County

Date Acknowledged:

10-11-2023 2:46 pm NW

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 23-053/MR  
 Aviation Fuel Supplier

Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Eastern Aviation Fuels, Inc. DBA Titan Aviation Fuels	New Bern, NC United States	X	

Check only if there is NO Interested Party.

### UNSWORN DECLARATION

My name is \_\_\_\_\_, and my date of birth is \_\_\_\_\_.

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

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

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

\_\_\_\_\_  
 Signature of authorized agent of contracting business entity  
(Declarant)



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

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

ACORD

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/23/2022

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

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

PRODUCER McGriff Insurance Services Post Office Box 13941 Durham, NC 27709 919 281-4500	CONTACT NAME: Kathleen Oliver		
	PHONE (A/C, No, Ext): 919 281-4500	FAX (A/C, No): 8887468761	
	E-MAIL ADDRESS: nccertificateteam@mcgriff.com		
INSURED  Eastern Aviation Fuels Inc dba Titan Aviation Fuels; P O Box 12327 New Bern, NC 28561	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : Continental Casualty Company		20443
	INSURER B : Upland Specialty Insurance Company		16988
	INSURER C : AIU Insurance Company		19399
	INSURER D : Westchester Surplus Lines Insurance		10172
	INSURER E : National Union Fire Ins Co of Pitt. PA		19445
INSURER F :			

CERTIFICATIONS	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	TYPE OF INSURANCE	ADDL INSUR (INSR / WVD)	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:		B6025646007	07/01/2022	07/01/2023	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (EA occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMPROP AGG \$4,000,000 \$
E	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRE/ RENTED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY		4544916	06/30/2022	06/30/2023	COMBINED SINGLE LIMIT (EA accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$0		USXTL0018621	06/30/2022	06/30/2023	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	WC039326859	06/30/2022	06/30/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
D	Pollution CL		G71467788004	12/15/2021	12/15/2022	10,000,000 Aggregate

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

\*\* Workers Comp Information \*\*


U\* H ; Voluntary Compensation ; Other States Coverage

Proprietors/Partners/Executive Officers/Members Excluded:

R Hart Stallings IV

R Hart Stallings III

(See Attached Descriptions)

CERTIFICATE HOLDER	CANCELLATION
Eastern Aviation Fuels, Inc. PO Box 12327 New Bern, NC 28561	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 23-053/MR) Term Contract for Aviation Fuel for Jack Brooks Regional Airport

**Bidder's Company/Business Name:** Eastern Aviation Fuels, Inc. DBA Titan Aviation Fuels

**Bidder's TAX ID Number:** 56-1101119

**If Applicable:** HUB Vendor No. N/A DBE Vendor No. N/A

**Contact Person:** Trey Baker **Title:** Regional Sales Manager

**Phone Number (with area code):** 252-633-0066

**Alternate Phone Number if available (with area code):** 252-361-3026

**Fax Number (with area code):** 252-633-3125

**Email Address:** tbaker@titanfuels.aero

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

601 McCarthy Blvd.

Address  
New Bern, North Carolina 28562

City, State, Zip Code

**REQUIRED FORM**

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

OFFER AND ACCEPTANCE FORM  
OFFER TO CONTRACT

To Jefferson County:

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

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

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

We acknowledge receipt of the following amendment(s): 1, 2, 3.

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

Titan Aviation Fuels  
Company Name

For clarification of this offer, contact:

601 McCarthy Blvd.  
Address

Trey Baker Regional Sales Manager  
Name & Title

New Bern NC 28562  
City State Zip

252-633-0066 252-633  
Phone Fax

[Signature]  
Signature of Person Authorized to Sign

tbaker@titanfuels.com  
E-mail

Trey Baker  
Printed Name

Regional Sales Manager  
Title

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

The Offer is hereby accepted for the following items: Aviation Fuel for Jack Brooks Regional Airport for a Contract Term of 3 years from November 1, 2023 to October 31, 2026.

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 23-053/MR, Term Contract for Aviation Fuel for Jack Brooks Regional Airport. 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  
 1<sup>st</sup> Floor, Beaumont, TX 77701

OFFICE MAIN: (409) 835-8593

FAX: (409) 835-8456

**Addendum to IFB**

**IFB NUMBER:** IFB 23-053/MR  
**IFB TITLE:** Term Contract for Aviation Fuel for Jack Brooks Regional Airport  
**IFB DUE BY:** 11:00 am CT, Wednesday, October 4, 2023  
**ADDENDUM NO.:** 1  
**ISSUED (DATE):** September 14, 2023

**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: Question**

**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

Authorized Signature (Respondent)

Title of Person Signing Above

Typed Name of Business or Individual

Approved by IB Date: 09/25/2023

Address

**JEFFERSON COUNTY PURCHASING DEPARTMENT***Deborah L. Clark, Purchasing Agent*

1149 Pearl Street  
1<sup>st</sup> Floor, Beaumont, TX 77701

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

1. Question: Out of the estimated 740,000 gallons of Jet-A sold annually, can you please advise how many of those gallons are sold as contract fuel vs retail and what estimated percentage went to each contract fuel provider?

Answer: 21.2% of our Jet A fuel sales were contract fuel, the rest was retail or non-contract. We don't have a breakdown per contract fuel provider.





**JEFFERSON COUNTY PURCHASING DEPARTMENT**  
*Deborah L. Clark, Purchasing Agent*

1149 Pearl Street  
 1<sup>st</sup> Floor, Beaumont, TX 77701

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

**Addendum to IFB**

**IFB NUMBER:** IFB 23-053/MR  
**IFB TITLE:** Term Contract for Aviation Fuel for Jack Brooks Regional Airport  
**IFB DUE BY:** 11:00 am CT, Wednesday, October 4, 2023  
**ADDENDUM NO.:** 2  
**ISSUED (DATE):** September 21, 2023

**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: Question

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:**

*[Signature]*  
 \_\_\_\_\_  
 Witness

Witness

Approved by TB Date: 09/25/2023

*[Signature]*  
 \_\_\_\_\_  
 Authorized Signature (Respondent)

Regional Sales Manager  
 \_\_\_\_\_  
 Title of Person Signing Above

Titan Aviation Fuels  
 \_\_\_\_\_  
 Typed Name of Business or Individual

601 McCarthy Blvd., New Bern, NC 28562  
 \_\_\_\_\_  
 Address



**JEFFERSON COUNTY PURCHASING DEPARTMENT**  
*Deborah L. Clark, Purchasing Agent*

1149 Pearl Street  
 1<sup>st</sup> Floor, Beaumont, TX 77701

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

1. Question: I have one more question, can you please confirm if the HUB participation goal is 0%?

Answer: Yes

2. Question: Please break down the jet fuel volumes into the following categories:
- General Aviation retail
  - General Aviation Contract fuel
  - DLA/Military
  - Commercial Airlines

Answer:

- 69.8%
- 2.2%
- 6.8%
- 21.2%

3. Question: For the small percentages of sales that are not credit card transactions, can you clarify how they function? Are they billed directly to the customer by the airport or are they contract fuel sales?

Answer: Yes, the airport bills customers direct. Based on volume approximately 80% is credit card sales and 20% is invoiced sales. This includes contract sales.

4. Question: Can you provide details about the signage? Number, size and type of signs. For example, are the backlit? Double or single sided? Pole mounted or flush with a structure?

Answer: We have two poles for sign mounting. The existing sign pole sign is approximately 7' to 8' wide by 9' to 10' tall. Pole sign is backlit. We also have a fuel price sign that is approximately 4' x 12', flush mounted to an exterior brick wall.

**JEFFERSON COUNTY PURCHASING DEPARTMENT**  
*Deborah L. Clark, Purchasing Agent*



1149 Pearl Street  
 1<sup>st</sup> Floor, Beaumont, TX 77701

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

**Addendum to IFB**

**IFB NUMBER:** IFB 23-053/MR  
**IFB TITLE:** Term Contract for Aviation Fuel for Jack Brooks Regional Airport  
**IFB DUE BY:** 11:00 am CT, Wednesday, October 4, 2023  
**ADDENDUM NO.:** 3  
**ISSUED (DATE):** September 25, 2023

**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: 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:**

*[Signature]*  
 Witness  
*[Signature]*  
 Witness

*[Signature]*  
 Authorized Signature (Respondent)  
*Regional Sales Manager*  
 Title of Person Signing Above  
*Titon Aviation Fuels*  
 Typed Name of Business or Individual

Approved by TB Date: 9/26/2023

601 McConthy Blvd., New Bern, NC 28562  
 Address

**JEFFERSON COUNTY PURCHASING DEPARTMENT***Deborah L. Clark, Purchasing Agent*

1149 Pearl Street  
1<sup>st</sup> Floor, Beaumont, TX 77701

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

1. Question: Can you confirm that the pricing is based on previous week's average for both products?

Answer: Yes

2. Question: Can you explain the HUB?

Answer: HUB is Historically Underutilized Business. There is no HUB requirement for this bid. If you are a HUB vendor or will utilize a HUB vendor, fill out the required forms noting that.

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

**Item 1. AvGas 100 Low-Lead**

Price for AvGas Low Lead 100 is the price in effect at time of delivery and is based on a formula price using Platts, U.S. Gulf Coast pipeline-mid, Monday through Friday average effective on Tuesdays, plus bidder's markup per gallon, plus tax in effect.

AvGas estimated annual sales are approx. 40,000 gallons, however to make bidding easier, the average annual amount will be 41,000 gallons, based on an average of 8,200 gallons per load delivered and 5 deliveries per year.

Line	Per Gallon Description	Unit Price per Gallon
A.	Platts Reference Price on [08/29/2023]	\$ 3.17608
B.	Bidder's Markup (Dollars not Percentage)	\$ .555
C.	Federal Excise Tax	\$ 0.19400
D.	Federal Oil Spill Tax	\$ 0.00214
E.	Federal Superfund Fee	\$ 0.00390
F.	Texas Petro Delivery	\$ 0.00082
G.	Transport Per Gallon (If Applicable)	\$ .1701
H.	Subtotal Fees per Gallon (Sum A to G)	\$ 4.10204
I.	Estimated Annual Quantity (Gallons)	41,000
J.	Annual Price (Line H times Line I)	\$ 168,183.64

K.	Fee per Delivery (If Any):	\$ 0
L.	Est Deliveries per Year	5
M.	Annual Delivery Price (Line K times Line L):	\$ 0

N.	Annual Total Cost for Delivered Fuel: (Line J plus Line M):	\$ 168,183.64
----	--	---------------

## Item 2. Jet A

Price for Jet A is the price in effect at time of delivery and is based on a formula price using Platts, U.S. Gulf Coast pipeline-mid, Monday through Friday average effective on Tuesdays, plus bidder's markup per gallon, plus tax in effect.

AvGas estimated annual sales are approx. 740,000 gallons, however to make bidding easier, the average annual amount will be 742,600 gallons, based on an average of 7,900 gallons per load delivered and 945 deliveries per year.

Line	Per Gallon Description	Unit Price per Gallon
O.	Platts Reference Price on [08/29/2023]	\$ 3.05344
P.	Bidder's Markup (Dollars not Percentage)	\$ .065
Q.	Federal Excise Tax	\$ 0.24300
R.	Federal LUST Tax	\$ 0.00100
S.	Federal Oil Spill Tax	\$ 0.00214
T.	Federal Superfund Fee	\$ 0.00390
U.	Transport Per Gallon (If Applicable)	\$ .1008
V.	Subtotal Fees per Gallon (Sum O to U)	\$ 3.46928
W.	Estimated Annual Quantity (Gallons)	742,600
X.	Annual Price (Line V times Line W)	\$ 2,576,287.33

Y.	Fee per Delivery (If Any):	\$ 0
Z.	Est Deliveries per Year	95
AA.	Annual Delivery Price (Line Y times Line Z):	\$ 0

AB.	Annual Total Cost for Delivered Fuel: (Line X plus Line AA):	\$ 2,576,287.33
-----	---	-----------------

## Item 3. Credit Cards Honored and Service Fees:

Please provide service rates per card identified and any other cards honored:

AMEX	2.50 %
VISA	1.9 %
MasterCard	1.9 %
Discover	2.25 %
MultiServe	2.60 %
AIR Card	0 %

AVCard	3.00 %
Other: Titan Contract Fuel Plus	0 %
Other:	%
Other:	%

**Item 4. Additional Marketing Support**

Bidder must include cost for annual marketing support, co-op advertising, etc.

Bidder may include detailed marketing programs available with proposal.

\$	0.00
----	------

Titan will contribute \$.005 per gallon for every gallon purchased towards COOP.

**Item 5. Refueler Truck -Required Primary**

3,000 Gallon Jet A Refuler Truck - Annual Cost:	\$11,400 Annually	\$950/Month
Year/Make/Model:	2019/3,000 Gallon/International Truck	

Free for 12 Months  
Titan has included multiple options for Jack Brooks Regional Airport in Refueler Section of Proposal.

**Item 6. Refueler Trucks - Optional Additional**

3,000 Gallon Jet A Refuler Truck - Annual Cost:	\$ 17,400 Annually / \$1450 Month
Year/Make/Model:	2019-2021/3,000 Gallon/International Truck

AvGas Refuler Truck - Annual Cost:	\$ 7,800 Annually / \$650 Month
Year/Make/Model:	2019-2021/1,000 Gallon/Ford Truck

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

VENDOR REFERENCES FORM

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

REQUIRED FORM

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

REFERENCE ONE

Government/Company Name: City of Sugar Land

Address: 12888-B Highway 6 South, Sugar Land, Texas 77498

Contact Person and Title: Elizabeth Rosenbaum Airport Director

Phone: 281-275-2100 Fax: N/A

Email Address: erosenbaum@sugarlandtx.gov Contract Period: 5 Years

Scope of Work: Aviation Fuel Supplier

REFERENCE TWO

Government/Company Name: City of Mesquite

Address: 1340 Airport Blvd., Mesquite, Texas 75181

Contact Person and Title: Eric Pratt Airport Director

Phone: 972-216-4130 Fax: N/A

Email Address: epratt@cityofmesquite.com Contract Period: 5 Years

Scope of Work: Aviation Fuel Supplier

REFERENCE THREE

Government/Company Name: County of Victoria

Address: 609 Foster Field Drive, Victoria, Texas 77904

Contact Person and Title: Lenny Llerena Airport Director

Phone: 361-578-2704 Fax: N/A

Email Address: vlllerena@vctx.org Contract Period: 10 Years

Scope of Work: Aviation Fuel Supplier



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.

Titan Aviation Fuels  
Bidder (Entity Name)

601 McCarthy Blvd.  
Street & Mailing Address

NEW Bern, NC 28562  
City, State & Zip

252-633-0066  
Telephone Number

tbauer@titanaerials.aero  
E-mail Address

*Trey Baker*  
Signature

Trey Baker  
Print Name

9/25/2023  
Date Signed

252-633-3125  
Fax Number

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

CERTIFICATION REGARDING LOBBYING


Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

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

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

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



\_\_\_\_\_  
Signature of Contractor's Authorized Official

Trey Baker / Regional Sales Manager

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

9/25/2025

\_\_\_\_\_  
Date

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

<b>CONFLICT OF INTEREST QUESTIONNAIRE</b> For vendor doing business with local governmental entity		<b>FORM CIQ</b>
<p>This questionnaire reflects changes made to the law by H.B. 22, 84th Leg., Regular Session.</p> <p>This questionnaire is being filed in accordance with Chapter 17B, Local Government Code, by a vendor who has a business relationship as defined by Section 17B.001(1-a) with a local governmental entity and the vendor meets requirements under Section 17B.006(a).</p> <p>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 17B.006(a-1), Local Government Code.</p> <p>A vendor commits an offense if the vendor knowingly violates Section 17B.006, Local Government Code. An offense under this section is a misdemeanor.</p>	<b>OFFICE USE ONLY</b>  Date Received: _____	
<p><b>1</b> Name of vendor who has a business relationship with local governmental entity.</p> <p>_____</p>		
<p><b>2</b> <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire.</p> <p>(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.)</p>		
<p><b>3</b> Name of local government officer about whom the information in this section is being disclosed.</p> <p>_____ Name: _____ Office: _____</p> <p>This section (Items 3 including sections A, C, &amp; D) must be completed for each officer with whom the vendor has a relationship or other business relationship as defined by Section 17B.001(1-a) Local Government Code. Attach additional pages to this Form CIQ as necessary.</p> <p>A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the vendor?</p> <p style="padding-left: 40px;"> <input type="checkbox"/> Yes      <input type="checkbox"/> No                 </p> <p>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?</p> <p style="padding-left: 40px;"> <input type="checkbox"/> Yes      <input type="checkbox"/> No                 </p> <p>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?</p> <p style="padding-left: 40px;"> <input type="checkbox"/> Yes      <input type="checkbox"/> No                 </p> <p>D. Describe each employment or business and family relationship with the local government officer named in this section.</p> <p>_____</p>		
<p><b>4</b></p> <p style="text-align: center;">                     _____                      Signature of vendor doing business with the governmental entity                 </p> <p style="text-align: right; margin-right: 100px;">                     _____                      Date                 </p>		

NOT APPLICABLE

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
<p><small>This questionnaire reflects changes made to the one by R.S. 24, 2011 Leg., Regular Session.</small></p> <p>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.</p>		<b>OFFICE USE ONLY</b>
<b>1</b>	Name of Local Government Officer	Date Received
<b>2</b>	Office Held	
<b>3</b>	Name of vendor described by Sections 176.001(7) and 176.003(a), Local Government Code	
<b>4</b>	Description of the nature and extent of employment or other business relationship with vendor named in item 3	
<p><b>NOT APPLICABLE</b></p>		
<p><small>If it gifts accepted by the local government officer and any family member, in aggregate value of the gifts accepted from vendor named in item 3 exceeds \$100 during the 12-month period described by Section 176.003(1)(2).</small></p> <p>Date Gift Accepted _____ Description of Gift _____</p> <p>Date Gift Accepted _____ Description of Gift _____</p> <p>Date Gift Accepted _____ Description of Gift _____</p> <p align="center"><small>(attach additional forms as necessary)</small></p>		
<b>5</b>	<p><b>AFFIDAVIT</b></p> <p>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.</p> <p align="center">_____</p> <p align="center"><small>Signature of Local Government Officer</small></p> <p><small>AFFIR NOTARY STAMP / SEAL ABOVE</small></p> <p>Sworn to and subscribed before me, by the said _____, this the _____ day</p> <p>of _____, 20____, to certify which, witness my hand and seal of office.</p> <p>_____  <small>Signature of officer administering oath      Printed name of officer administering oath      Title of officer administering oath</small></p>	

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 *Not Applicable*

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

Did the Prime Contractor/Consultant . . . ?

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

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

Trey Baker  
Printed Name of Authorized Representative

*[Signature]*  
Signature

Regional Sales Manager  
Title

9/25/2023  
Date

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

\*The only subcontractors we use are truck carriers, there are not any HUB's that haul Aviation fuel in the area fuel is being delivered from. If a HUB comes available to use, we will use them.\*

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

Bidder intends to utilize Subcontractors/Subconsultants in the fulfillment of this contract (if awarded).

Yes  No

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

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

**NOT APPLICABLE**

Contractor Name: \_\_\_\_\_ HUB:  Yes  No

Address: \_\_\_\_\_  
Street City State Zip

Phone (with area code): \_\_\_\_\_ Fax (with area code): \_\_\_\_\_

Project Title & No.: \_\_\_\_\_

Prime Contract amount: \$ \_\_\_\_\_

**THERE ARE NOT ANY**

**HUB'S THAT HAUL**

HUB Subcontractor Name: \_\_\_\_\_

HUB Status (Gender & Ethnicity): \_\_\_\_\_

Certifying Agency:  Tx. Bid & 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: \_\_\_\_\_

**AVIATION FUEL IN**

**TEXAS, IF ONE**

**COMES AVAILABLE,**

**WE WILL USE THEM.**

Printed Name of Contractor Representative \_\_\_\_\_ Signature of Representative \_\_\_\_\_ Date \_\_\_\_\_

Printed Name of HUB \_\_\_\_\_ Signature of Representative \_\_\_\_\_ Date \_\_\_\_\_

Note: Nothing on this Notice of Intent Form is intended to confer any rights, expressed or implied, to any third parties. Pre-Approval for Subcontractor Substitutions must be obtained from the Jefferson County Purchasing Agent's Representative. The "HUB Subcontractor/Subconsultant Change Form" must be completed and faxed to 409-835-8456.

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

HISTORICALLY UNDERUTILIZED BUSINESS (HUB)  
SUCONTRACTING PARTICIPATION DECLARATION FORM

PAGE 1 OF 4

Bidder intends to utilize Subcontractors/Subconsultants in the fulfillment of this contract (if awarded).

Yes  No

Prime Contractor: \_\_\_\_\_ HUB:  Yes  No

HUB Status (Gender & Ethnicity): \_\_\_\_\_

Address: \_\_\_\_\_  
Street City State Zip

Phone (with area code): \_\_\_\_\_ Fax (with area code): \_\_\_\_\_

Project Title & No.: \_\_\_\_\_ IFB/RFP No.: \_\_\_\_\_

Total Contract: \$ \_\_\_\_\_ Total HUB Subcontract(s): \$ \_\_\_\_\_

Construction HUB Goals: 12.8% MBE: \_\_\_\_\_ % 12.6% WBE: \_\_\_\_\_ %

Subgoals: 1.7% Asian-American, 9.7% Hispanic, 0.7% Native American, 0.3% Asian American.  
Use these goals as a guide to diversify.

FOR HUB OFFICE USE ONLY:

Verification date HUB Program Office reviewed and verified HUB Subcontractor: \_\_\_\_\_ 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

PAGE 2 OF 4

HUB Subcontractor Disclosure

PART I: Continuation Sheet (Duplicate as Needed)

HUB Subcontractor Name: \_\_\_\_\_

HUB Status (Gender & Ethnicity): \_\_\_\_\_

Certifying Agency:  Tx. Bidg & 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: \_\_\_\_\_

NOT APPLICABLE

THERE ARE NOT ANY

HUB'S THAT HAUL

AVIATION FUEL IN

TEXAS, IF ONE

COMES AVAILABLE,

WE WILL USE THEM.

HUB Subcontractor Name: \_\_\_\_\_

HUB Status (Gender & Ethnicity): \_\_\_\_\_

Certifying Agency:  Tx. Bidg & 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)  
SUBCONTRACTING PARTICIPATION DECLARATION FORM

PAGE 3 OF 4

**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 person you 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 no 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 award must be provided immediately after their selection.

Subcontractor Name: \_\_\_\_\_

Address: \_\_\_\_\_  
Street City State Zip

Contact person: \_\_\_\_\_ Title: \_\_\_\_\_

Phone (with area code): \_\_\_\_\_ Fax (with area code): \_\_\_\_\_

Proposed Subcontract Amount: \$ \_\_\_\_\_ Percentage of Prime Contract: \_\_\_\_\_ %

Description of Subcontract Work to be Performed: \_\_\_\_\_

Subcontractor Name: \_\_\_\_\_

Address: \_\_\_\_\_  
Street City State Zip

Contact person: \_\_\_\_\_ Title: \_\_\_\_\_

Phone (with area code): \_\_\_\_\_ Fax (with area code): \_\_\_\_\_

Proposed Subcontract Amount: \$ \_\_\_\_\_ Percentage of Prime Contract: \_\_\_\_\_ %

Description of Subcontract Work to be Performed: \_\_\_\_\_

**REQUIRED FORM**

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

HISTORICALLY UNDERUTILIZED BUSINESS (HUB)  
SUBCONTRACTING PARTICIPATION DECLARATION FORM

PAGE 4 OF 4

Subcontractor Name: \_\_\_\_\_

Address: \_\_\_\_\_  
Street City State Zip

Contact person: \_\_\_\_\_ Title: \_\_\_\_\_

Phone (with area code): \_\_\_\_\_ Fax (with area code): \_\_\_\_\_

Proposed Subcontract Amount: \$ \_\_\_\_\_ Percentage of Prime Contract: \_\_\_\_\_ %

Description of Subcontract Work to be Performed: \_\_\_\_\_

**NOT APPLICABLE**

**THERE ARE NOT ANY**

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: \_\_\_\_\_

**HUB'S THAT HAUL**

**AVIATION FUEL IN**

**TEXAS, IF ONE**

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: \_\_\_\_\_

**COMES AVAILABLE,  
WE WILL USE THEM.**

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

Name (print or type): \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

E-mail address: \_\_\_\_\_

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

**RESIDENCE CERTIFICATION/TAX FORM**

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

- (3) "Non-resident Bidder" refers to a person who is not a resident.
- (4) "Resident Bidder" refers to a person whose principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

- I certify that \_\_\_\_\_ [company name] is a Resident Bidder of Texas as defined in Government Code §2252.001.
- I certify that Titan Aviation Fuels [company name] is a Nonresident Bidder as defined in Government Code §2252.001 and our principal place of business is New Bern, North Carolina (city and state).

Taxpayer Identification Number (T.I.N.):		56-1101119
Company Name submitting bid/proposal:		Titan Aviation Fuels
Mailing address:	601 McCarthy Blvd., New Bern, North Carolina 28562	
If you are an individual, list the names and addresses of any partnership of which you are a general partner:		

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

Jefferson County Tax Acct. No.*	Property address or location**
N/A	N/A

\* This is the property amount identification number assigned by the Jefferson County Appraisal District.  
 \*\* For real property, specify the property address or legal description. For business property, specify the address where the property is located. For example, office equipment will normally be at your office, but inventory may be stored as a warehouse or other location.

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

HOUSE BILL 89 VERIFICATION

I, Gordon "Trey" Baker, the undersigned representative of (company or business name) Titan Aviation Fuels (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.

[Handwritten Signature]

Signature of Company Representative

9/25/2023

Date

On this 25 day of Sept, 2023, personally appeared

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

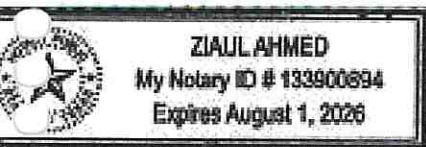
Notary Seal

[Handwritten Signature]

Notary Signature

Sept 25th, 2023

Date



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

HOUSE BILL 89 VERIFICATION

I, Gordon "Tree" Baker, the undersigned representative of (company or business name) Titan Aviation Fuels (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.

[Handwritten Signature]

Signature of Company Representative

9/25/2023

Date

On this 25 day of Sept, 2023, personally appeared

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

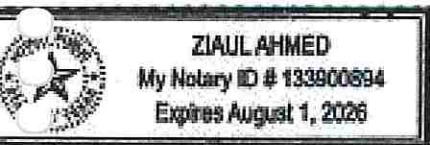
Notary Seal

[Handwritten Signature]

Notary Signature

Sept 25th, 2023

Date



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

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.

Eastern Aviation Fuels, Inc. DBA Titan Aviation Fuels

**Company Name**

IFB 23-053/MR

**IFB/RFP/RFQ number**

**Certification check performed by:**

Misty Reurs  
**Purchasing Representative**

10-11-2023  
**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 Tarrant

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

on this day personally appeared Gordon C. Baker, who  
(name)

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

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

for The UPS Store and have been duly authorized to execute the  
(name of firm)

foregoing on behalf of the said Titan Aviation Fuels  
(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: Titan Aviation Fuels  
601 McCarthy Blvd., New Bern, NC 28562

Fax: 252-633-3125 Telephone# 252-633-0066

by: Gordon "Trey" Baker Title: Regional Sales Manager  
(print name)


Signature: [Handwritten Signature]

SUBSCRIBED AND SWORN to before me by the above-named  
Gordon C. Baker on

this the 25 day of Sept., 2023

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

[Handwritten Signature]  
Notary Public in and for  
the State of Texas

 **ZIAUL AHMED**  
My Notary ID # 133900894  
Expires August 1, 2026

---

Trey Baker

Phone 252.361.3026

tbaker@titanfuels.aero



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, 3.

I certify, under penalty of perjury, that I have the legal authorization to bind the firm hereunder:

Titan Aviation Fuels  
Company Name

For clarification of this offer, contact:

601 McCarthy Blvd.  
Address

Trey Baker Regional Sales Manager  
Name & Title

New Bern NC 28562  
City State Zip

252-633-0066 252-633  
Phone Fax

[Signature]  
Signature of Person Authorized to Sign

tbaker@titanfuels.aero  
E-mail

Trey Baker  
Printed Name

Regional Sales Manager  
Title

**REQUIRED FORM**

**Bidder: Please complete this form and include with bid submission.**

The Offer is hereby accepted for the following items: Aviation Fuel for Jack Brooks Regional Airport for a Contract Term of 3 years from November 1, 2023 to October 31, 2026.

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 23-053/MR, Term Contract for Aviation Fuel for Jack Brooks Regional Airport. 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:

*[Handwritten signature of Jeff R. Branick]*

Jeff R. Branick, County Judge  
JEFFERSON COUNTY, TEXAS

*October 17, 2023*

Date

ATTEST:

*[Handwritten signature of Roxanne Acosta Hellberg]*

Roxanne Acosta Hellberg, County Clerk  
JEFFERSON COUNTY, TEXAS

*October 17, 2023*

Date



Preliminary Tabulation

IFB 23-053/MR

Term Contract for Aviation Fuel for Jack Brooks Regional Airport

Bid Opened: October 4, 2023

Item 1: AVGas 100 Low-Lead

		Titan Aviation Fuels	Ascent Aviation Group	Epic Fuels	A'loel Petroleum	BN Capital Investments
Line A	Plats Reference Price on (8/29/2023)	\$3.17608	\$3.17608	\$3.17608	\$3.17608	\$3.17608
Line B	Bidder's Markup (Dollars not Percentage)	\$0.55500	\$1.22392	\$0.52500	\$0.99900	\$0.30000
Line C	Federal Excise Tax	\$0.19400	\$0.19400	\$0.19400	\$0.19400	\$0.19400
Line D	Federal Oil Spill Tax	\$0.00214	\$0.00214	\$0.00214	\$0.00214	\$0.00214
Line E	Federal Superfund Fee	\$0.00390	\$0.00390	\$0.00390	\$0.00390	\$0.00390
Line F	Texas Petro Deliver	\$0.00082	\$0.00082	\$0.00082	\$0.00082	\$0.00082
Line G	Trasport per Gallon (if applicable)	\$0.17010	\$0.15174	\$0.14310	\$0.45000	\$0.00000
Line H	Subtotal Fees per Gallon (Sum A to G)	\$4.10204	\$4.75260	\$4.04504	\$4.82594	\$3.67694
Line I	Estimated Annual Quantity (Gallons)	41,000	41,000	41,000	41,000	41,000
Line J	Annual Price (Line H times Line I)	\$168,183.64	\$194,856.60	\$165,846.64	\$197,863.54	\$150,754.54
Line K	Fee per Delivery (if any)	\$0.00	\$0.00	\$0.00	\$700.00	\$750.00
Line L	Est. Deliveries per Year	5	5	5	5	5
Line M	Annual Delivery Price (Line K times Line L)	\$0.00	\$0.00	\$0.00	\$3,500.00	\$3,750.00
Line N	Annual Total Cost for Delivered Fuel (Line J plus Line M)	\$168,183.64	\$194,856.60	\$165,846.64	\$201,363.54	\$154,504.54

**Item 2: Jet A**

		Titan Aviation Fuels	Ascent Aviation Group	Epic Fuels	A'loel Petroleum	BN Capital Investments
Line O	Plats Reference Price on (8/29/2023)	\$3.05344	\$3.05344	\$3.05344	\$3.05344	\$3.05344
Line P	Bidder's Markup (Dollars not Percentage)	\$0.06500	\$0.09404	\$0.06212	\$0.15990	\$0.30000
Line Q	Federal Excise Tax	\$0.24300	\$0.24300	\$0.24300	\$0.24300	\$0.24300
Line R	Federal LUST Spill Tax	\$0.00100	\$0.00100	\$0.00100	\$0.00100	\$0.00100
Line S	Federal Oil Spill Tax	\$0.00214	\$0.00214	\$0.00214	\$0.00214	\$0.00214
Line T	Federal Superfund Fee	\$0.00390	\$0.00390	\$0.00390	\$0.00390	\$0.00390
Line U	Transport per Gallon (if applicable)	\$0.10080	\$0.06853	\$0.09540	\$0.40000	\$0.00000
Line V	Subtotal Fees per Gallon (Sum O to U)	\$3.46928	\$3.46605	\$3.46100	\$3.86338	\$3.60348
Line W	Estimated Annual Quantity (Gallons)	742,600	742,600	742,600	742,600	742,600
Line X	Annual Price (Line V times Line W)	\$2,576,287.33	\$2,573,888.73	\$2,570,138.60	\$2,868,945.99	\$2,675,944.25
Line Y	Fee per Delivery (if any)	\$0.00	\$0.00	\$0.00	\$350.00	\$750.00
Line Z	Est. Deliveries per Year	95	95	95	95	95
Line AA	Annual Delivery Price (Line Y times Line Z)	\$0.00	\$0.00	\$0.00	\$33,250.00	\$71,250.00
Line AB	Annual Total Cost for Delivered Fuel (Line X plus Line AA)	\$2,576,287.33	\$2,573,888.73	\$2,570,138.60	\$2,902,195.99	\$2,747,194.25

**Item 3: Credit Cards Honored and Service Fees**

Annual Sales		Titan Aviation Fuels	Ascent Aviation Group	Epic Fuels	A'loel Petroleum	BN Capital Investments
AMEX	\$1,110,000.00	2.50%	3.25%	3.65%	3.35%	3.50%
VISA	\$275,000.00	1.90%	2.25%	2.10%	2.95%	3.50%
MasterCard	\$73,000.00	1.90%	2.95%	2.10%	2.15%	3.50%
Discover	\$1,000.00	2.25%	3.30%	2.80%	2.95%	3.50%

Annual Sales		Titan Aviation Fuels	Ascent Aviation Group	Epic Fuels	A'loel Petroleum	BN Capital Investments
MultiServe	\$48,000.00	2.60%	3.35%	3.10%	3.25%	3.50%
AIR Card	\$147,000.00	0.00%	4.00%	0.00%	0.00%	3.50%
AVCard	\$89,000.00	3.00%	1.95%	2.50%	3.25%	3.50%
Other:		0.00%	0.00%	0.00%	No Bid	
Other:		No Bid	0.00%	1.75%	No Bid	
Other:		No Bid	0.00%	No Bid	No Bid	
<b>Total Fees</b>		\$38,302.50	\$53,672.50	\$51,564.00	\$51,349.00	\$61,005.00

\*\*AIR Card rate if airport holds government contract.\*\*

**Item 4: Additional Marketing Support**

	Titan Aviation Fuels	Ascent Aviation Group	Epic Fuels	A'loel Petroleum	BN Capital Investments
	\$0.005 per gallon for every gallon purchased toward COOP	\$0.005 per gallon	\$0	\$4,500	\$0
<b>Estimated Marketing Support</b>	\$3,918.00	\$3,918.00	\$0.00	\$4,500.00	\$0.00

**Item 5: Refueler Truck - Required Primary**

	Titan Aviation Fuels	Ascent Aviation Group	Epic Fuels	A'loel Petroleum	BN Capital Investments
3,000 Gallon Jet A Refueler Truck - Annual Cost	\$11,400.00	\$24,000.00	\$10,188.00	\$60,000.00	\$39,600.00
Year/Make/Model:	2019 International	2020 International 7300	2023/2024	1998 Freightliner	1999 International 4900
**Free for 12 Months**					
<b>Average Annual Cost</b>	\$7,600.00	\$24,000.00	\$10,188.00	\$60,000.00	\$39,600.00

**Item 6: Refueler Truck - Optional Additional**

	Titan Aviation Fuels	Ascent Aviation Group	Epic Fuels	A'loel Petroleum	BN Capital Investments
3,000 Gallon Jet A Refueler Truck - Annual Cost	\$17,400.00	\$27,000.00	\$37,200.00	\$60,000.00	\$39,600.00
Year/Make/Model:	2019-2021 International	2023 International 7300	2023/2024	2008 Freightliner	1999 International 4900
AvGas Refueler Truck - Annual Cost	\$7,800.00	\$14,400.00	\$35,400.00	\$60,000.00	\$39,600.00
Year/Make/Model:	2019-2021 Ford	2023 Isuzu NPR	2023/2024	2006 Freghtliner	1999 Internatinal 4900

	<b>Titan Aviation Fuels</b>	<b>Ascent Aviation Group</b>	<b>Epic Fuels</b>	<b>A'loel Petroleum</b>	<b>BN Capital Investments</b>
AVGas 100 Low-Lead	\$168,183.64	\$194,856.60	\$165,846.64	\$201,363.54	\$154,504.54
Jet A	\$2,576,287.33	\$2,573,888.73	\$2,570,138.60	\$2,902,195.99	\$2,747,194.25
Credit Cards Honored and Service Fees	\$38,302.50	\$53,672.50	\$51,564.00	\$51,349.00	\$61,005.00
Additional Marketing Support	\$3,918.00	\$3,918.00	\$0.00	\$4,500.00	\$0.00
Refueler Truck - Required Primary	\$7,600.00	\$24,000.00	\$10,188.00	\$60,000.00	\$39,600.00
Refueler Truck - Optional Additional Jet A	\$17,400.00	\$27,000.00	\$37,200.00	\$60,000.00	\$39,600.00
Refueler Truck - Optional Additional AvGas	\$7,800.00	\$14,400.00	\$35,400.00	\$60,000.00	\$39,600.00
<b>Total</b>	<b>\$2,811,655.47</b>	<b>\$2,883,899.83</b>	<b>\$2,870,337.24</b>	<b>\$3,330,408.53</b>	<b>\$3,081,503.79</b>

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 PURCHASING DEPARTMENT**  
*Deborah Clark, Purchasing Agent*

1001 Pearl Street, 3<sup>rd</sup> Floor, Beaumont, TX 77701 409-835-8593 Fax 409-835-8456

**AMENDMENT I TO CONTRACT**

October 11, 2023

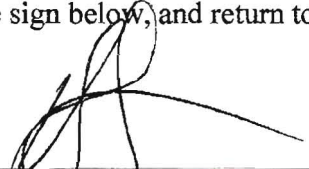
Brai Investments, LLC  
Atten: Mr. Theron Tate  
8937 5<sup>th</sup> Street  
Beaumont, TX 77705

Dear Mr. Tate:

This letter will serve as Amendment II (two) to contract IFB 23-031/MR, Sale of Vacant Land Located on Viterbo Road in Jefferson County.

Amendment II (two) will add an additional 0.8435 acre of land to the property. This will increase the sale price \$14,222.62 to a total sale price of \$317,222.62. Additional cost will be included with final payment upon closing.

Please sign below, and return to me via fax (409) 835-8456 or E-Mail ([mistey.reeves@jeffcotx.us](mailto:mistey.reeves@jeffcotx.us)).


  
\_\_\_\_\_  
Bria Investments, LLC

10/11/2023  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Jeff R. Branick  
Jefferson County Judge

10-17-2023  
\_\_\_\_\_  
Date

ATTEST:

  
\_\_\_\_\_  
Roxanne Acosta Hellberg  
County Clerk, Jefferson County

10-17-2023  
\_\_\_\_\_  
Date





TASK ORDER: 2023-01-TBGC-Mitigation-FMA 2023  
Jefferson County PSA-RFP 23-028/MR

This Task Order is made part of and governed by the terms and provisions of the Professional Services Agreement (PSA-RFP 23-028/MR) by and between Tidal Basin Government Consulting, LLC (“Tidal Basin”), and Jefferson County, Texas (“Client”) dated July 25, 2023 (“Agreement”).

**Project Name:** Jefferson County, TX Grant Management – Flood Mitigation FMA 2023 (“Project”).

- I. **Scope of Services/Rates:** Tidal Basin agrees to perform the following services during the period of performance and in accordance with the payment basis, estimated quantity of services and estimated cost of services set forth below. Specifically, Tidal Basin will identify, organize, and compile the information necessary to deliver the following services for up to fifty (50) properties, including:
  - Grants Management Advice:
    - Develop outreach to gather homeowner interest.
    - Gather data and coordinate with the County to advise on grants at their discretion.
    - Provide progress reports on hours worked.
    - Coordinate and reach out to homeowners.
    - Compile data and perform benefit cost analysis as needed.
    - Complete project applications for FMA grants.
    - Compile data needed to fulfill FEMA requests for information.
    - Homeowner outreach and follow-up on project status.
    - Response to Requests for Information (RFIs) from the Texas Water Development Board (TWDB) and/or FEMA.

If this project exceeds fifty (50) properties, Tidal Basin will perform the services outlined above for the additional properties upon issuance and approval of a change order. Applicable deadlines will be agreed upon by the Parties and documented in writing in the Project Work Plan, prior to the commencement of the work.

- II. **Payment Basis:** The Client shall compensate Tidal Basin on a time and material basis, in accordance with the billing rates included in Attachment I, plus all reasonable expenses directly related to the services.
- III. **Period of Performance:** This Task Order is effective from **July 25, 2023** until **July 24, 2024**.
- IV. **Estimated Cost of Services:** The total cost of this task order shall not exceed **\$70,125.00**.
- V. **Approval/Acceptance:** Acceptance of the terms of this task order is acknowledged by the following signatures of the authorized representatives of the parties to the Agreement.

**Tidal Basin Government Consulting, LLC**

**Jefferson County, Texas**

By: Amy K Baker

By: [Signature]

Name: Amy K. Baker

Name: Jeff Branick

Title: EVP

Title: County Judge

Date: 10/9/2023

Date: 10-17-2023



ATTEST [Signature]  
DATE 10/17/2023

126 Business Park Drive | Utica, NY 13502



TASK ORDER: 2023-01-TBGC-Mitigation-FMA 2023  
Jefferson County PSA-RFP 23-028/MR

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**Attachment 1  
Compensation Rates**

<b>Position</b>	<b>Rate</b>
<b>Program Manager</b>	\$185.00
<b>Subject Matter Expert</b>	\$175.00
<b>Consultant</b>	\$155.00
<b>Total Estimated NTE</b>	<b>\$70,125.00</b>

Travel expenses will be billed to the Client at cost, without mark-up, in accordance with local GSA guidelines.

TASK ORDER: 2023-02-TBGC-Mitigation-FMA 2022  
Jefferson County PSA-RFP 23-028/MR

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This Task Order is made part of and governed by the terms and provisions of the Professional Services Agreement (PSA-RFP 23-028/MR) by and between Tidal Basin Government Consulting, LLC (“Tidal Basin”), and Jefferson County, Texas (“Client”) dated July 25, 2023 (“Agreement”).

**Project Name:** Jefferson County, TX Grant Management – Flood Mitigation Administration Program FMA 2022

**I. Scope of Services/Rates:** Tidal Basin agrees to perform the following scope of services in accordance with the payment basis, estimated quantity of services and estimated cost of services set forth below. Tidal Basin shall not perform services which exceed the estimated cost of services without prior written notice to and approval by Client. Specifically, Tidal Basin will identify, organize, and compile the information necessary to deliver the following for up to thirty-seven (37) properties:

- Pre-award Fees:
  - Application Outreach
  - Homeowner contacts
  - Obtain Homeowner Information
  - Verify RL Status
  - Verify Flood Insurance/Claims
  - Photographs/GPS Coordinates
  - LiDAR Data
  - Calculate FFE
  - Mapping
  - Compile Data
  - Photo/Map Attachment
  - SHPO Outreach
  - Estimate Cost
  - Format Final Budget
  - Parish Meetings/Communication
  - Application Narratives
  - Application Data
  - Application Attachments
  
- Grants Management Advice:
  - Follow-up RFIs
  - Preparing for and attending kick-off meeting
  - File Creation
  - Perform general homeowner counseling regarding FEMA grant requirements.
  - Act as a liaison between the homeowner, contractor, and the County.
  - Grant amendment development and execution.
  - Oversee schedule, scope, and budget.
  - Coordinate with County’s purchasing, accounting, legal, permitting, code enforcement, and others to facilitate grant execution.

TASK ORDER: 2023-02-TBGC-Mitigation-FMA  
Jefferson County PSA-RFP 23-028/MR

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- Assist County with meeting all grant requirements.
- Facilitation of milestone payments.
- Prepare reports to TWDB on grant progress as requested.
- Support grant reconciliation and expenditure reviews.
- Assist with Grant Close-out.
  
- Per Parcel Fees:
  - Construction contractor/homeowner/County coordination
  - Property Financial Review
  - Insurance Review (SBA, Private flood insurance & NFIP agencies)
  - Bid Walks
  - Bid Review and approve cost proposal and contract.
  - Support of Contract Creation between the County and the homeowner and the elevation contractor and the homeowner, as required in the grant
  - Pre-Construction Contract Signing (meeting with homeowner and contractor)
  - Milestone one documentation review
  - Spot site inspections
  - Corrective action implementation, monitoring and reporting, if applicable Milestone report reviews Milestone 4 – Final Walk Through
  - Windstorm Verification
  - Hazardous material abatement report review, if applicable
  - Individual property closeouts
  - Grant Closeout

The Client understands and agrees that all tasks outlined herein may not be completed for all 37 properties at the conclusion of the period of performance. Should the Client require Tidal Basin to continue to perform the services and complete all tasks after the period of performance has expired, then at that time the parties will negotiate a mutually agreeable change order and, if needed, an amendment to the Agreement. Applicable deadlines will be agreed upon by the Parties and documented in writing in the Project Work Plan, prior to the commencement of the work.

- II. Payment Basis:** The Client shall compensate Tidal Basin on a time and material basis, in accordance with the billing rates included in Attachment 1, plus all reasonable expenses directly related to the services.
- III. Period of Performance:** This Task Order is effective beginning September 1, 2023 through July 24, 2025.
- IV. Estimated Cost of Services:** The total cost of this task order shall not exceed **\$520,000.00**. The breakout of these costs are as follows:



TASK ORDER: 2023-02-TBGC-Mitigation-FMA  
Jefferson County PSA-RFP 23-028/MR

Task	Pre-Award	Post-Award Per Parcel	Post-Award Grant Management
Year 1	\$37,000.00	\$124,000.00	\$117,500.00
Year 2		\$124,000.00	\$117,500.00
<b>NTE for this Task Order</b>			<b>\$520,000.00</b>
Year 3, upon approval of a Contract extension		\$122,000.00	\$117,557.98
<b>Total Estimated NTE for the entire Project should the Contract be extended</b>			<b>\$759,557.98</b>

V. **Approval/Acceptance:** Acceptance of the terms of this task order is acknowledged by the following signatures of the authorized representatives of the parties to the Agreement.

**Tidal Basin Government Consulting, LLC**

By: Amy K Baker

Name: Amy K. Baker

Title: EVP

Date: October 9, 2023

**Jefferson County, Texas**

By: [Signature]

Name: Jeff Branick

Title: County Judge

Date: 10-17-2023



ATTEST [Signature]

DATE 10/17/2023

TASK ORDER: 2023-02-TBGC-Mitigation-FMA  
Jefferson County PSA-RFP 23-028/MR

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**Attachment 1  
Compensation Rates**

<b>Hazard Mitigation Assistance</b>	
Program Manager	\$185.00
Subject Matter Expert	\$175.00
Senior Consultant	\$175.00
Consultant	\$155.00
Junior Consultant	\$125.00

Travel expenses will be billed to the Client at cost, without mark-up, in accordance with local GSA guidelines.



TASK ORDER: 2023-03-TBGC-Mitigation-Grant Management FMA 2020  
 Jefferson County PSA-RFP 23-028/MR

This Task Order is made part of and governed by the terms and provisions of the Professional Services Agreement (PSA-RFP 23-028/MR) by and between Tidal Basin Government Consulting, LLC (“Tidal Basin”), and Jefferson County, Texas (“Client”) dated July 25, 2023 (“Agreement”).

**Project Name:** Jefferson County, TX Grant Management – Flood Mitigation Administration Program FMA 2020

**I. Scope of Services/Rates:** Tidal Basin agrees to perform the following services during the period of performance and in accordance with the payment basis, estimated quantity of services and estimated cost of services set forth below. Specifically, Tidal Basin will identify, organize, and compile the information necessary to deliver the following services:

1. Grants Management Advice:

- a) Preparing for and attending kick-off meeting
- b) File Creation
- c) Perform general homeowner counseling regarding FEMA grant requirements
- d) Act as a liaison between the homeowner, contractor, and the County
- e) Grant amendment development and execution
- f) Oversee schedule, scope, and budget
- g) Coordinate with County’s purchasing, accounting, legal, permitting, code enforcement, and others to facilitate grant execution
- h) Assist County with meeting all grant requirements
- i) Facilitation of milestone payments
- j) Prepare reports to TWDB on grant progress as requested
- k) Support grant reconciliation and expenditure reviews
- l) Assist with Grant Close-out

2. Per Parcel Fees (once approved by FEMA): For the four (4) properties listed herein and during the period of performance outlined in this Task Order, Tidal Basin will perform the following services as directed by the Client:

Property Address
14876 Boondocks Rd
10112 Winzer Rd
10263 Winzer Rd
9900 Winzer Rd

- a) Construction contractor/homeowner/County coordination
- b) Property Financial Review
- c) Insurance Review (SBA, Private flood insurance & NFIP agencies)
- d) Bid Walks
- e) Bid Review and approve cost proposal and contract
- f) Support of Contract Creation between the County and homeowner and between the elevation contractor and the homeowner, as required by the grant
- g) Pre-Construction Contract Signing (meeting with homeowner and contractor)



TASK ORDER: 2023-03-TBGC-Mitigation-Grant Management FMA 2020  
Jefferson County PSA-RFP 23-028/MR

- h) Milestone one documentation review
- i) Spot site inspections
- j) Corrective action implementation, monitoring and reporting, if applicable Milestone report reviews Milestone 4 – Final Walk Through
- k) Windstorm Verification
- l) Hazardous material abatement report review, if applicable
- m) Individual property closeouts
- n) Final Grant Closeout

The Client understands and agrees that all tasks outlined herein may not be completed for all four properties at the conclusion of the period of performance. Should the Client require Tidal Basin to continue to perform the services and complete all tasks after the period of performance has expired, then at that time the parties will negotiate a mutually agreeable change order and, if needed, an amendment to the Agreement. Applicable deadlines will be agreed upon by the Parties and documented in writing in the Project Work Plan, prior to the commencement of the work.

**II. Payment Basis:** The Client shall compensate Tidal Basin on a time and material basis, in accordance with the billing rates included in Attachment 1, plus all reasonable expenses directly related to the services.

**III. Period of Performance:** This Task Order is effective from **July 25, 2023** until **July 24, 2025**.

**IV. Estimated Cost of Services:** The total cost of this task order shall not exceed **\$73,456.22**.

**V. Approval/Acceptance:** Acceptance of the terms of this task order is acknowledged by the following signatures of the authorized representatives of the parties to the Agreement.

**Tidal Basin Government Consulting, LLC**

By: Amy K Baker  
 Name: Amy K. Baker  
 Title: EVP  
 Date: October 9, 2023

**Jefferson County, Texas**

By: [Signature]  
 Name: Jeff Branick  
 Title: County Judge  
 Date: 10-17-2023



ATTEST [Signature]  
 DATE 10/17/2023



TASK ORDER: 2023-03-TBGC-Mitigation-Grant Management FMA 2020  
Jefferson County PSA-RFP 23-028/MR

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**Attachment 1**  
**Compensation Rates**

<b>Hazard Mitigation Assistance</b>	
Program Manager	\$185
Subject Matter Expert	\$175
Consultant	\$155

Travel expenses will be billed to the Client at cost, without mark-up, in accordance with local GSA guidelines.

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**LEXIS+® SUBSCRIPTION AGREEMENT  
FOR STATE/LOCAL GOVERNMENT**  
(NEW SUBSCRIBER VERSION-AAR)

<b>“Subscriber” Name: Jefferson County Courts</b>
<b>Account Number: 100012OK8</b>
<b>“LN”’: LexisNexis, a division of RELX Inc.</b>

### 1. Subscription Agreement

LexisNexis, a division of RELX Inc. (“LN”) grants Subscriber a non-exclusive, non-transferable limited license to access and use Lexis+® and the materials available therein (“Materials”) pursuant to terms set forth in the LexisNexis General Terms and Conditions (“General Terms”) and the pricing set forth in the Price Schedule (“Price Schedule”) (the General Terms together with the Price Schedule is collectively referred to as the “Subscription Agreement”), both of which are incorporated herein by reference. Subscriber may view and print the Subscription Agreement at: <https://www.lexisnexis.com/en-us/terms/GovtAcademic/terms.page>.

### 2. Certification

2.1. Subscriber certifies that the number of government professionals in Subscriber’s organization is as set forth below. A “Government Professional User” is defined as an attorney, judge, librarian, researcher, investigator or analyst who is employed by the Subscriber.

<b>Number of Government Professional Users:</b>	<b>1</b>
---	----------

2.2. A “Support Staff User” is defined as a person who supports the Government Professional User, including, but not limited to: paralegals, interns, legal secretaries or other administrative support members. 1 ID’s may be issued to support staff for each Government Professional User accounted for above.

<b>Number of Support Staff Users:</b>	<b>1</b>
---------------------------------------	----------

2.3. Each LN ID must be issued for individual use by the Government Professional User or Support Staff User.

2.4. If Subscriber, at the time of signing this Agreement has 11 or more Government Professional Users, then Subscriber is required to notify LN if the number of Government Professional Users falls below 11. Subscriber shall, within 30 days of the staffing change, notify LN in writing.

2.5. Subscriber acknowledges that the pricing and menus provided to Subscriber in this Agreement depend in part on the number of Government Professional Users in Subscriber’s organization. Subscriber certifies that as of the date Subscriber signs this Agreement there are the number of Government Professional Users in Subscriber’s organization (the “Reference Number”) as Subscriber has specified above.

- i. At LN’s request from time to time, Subscriber will certify in writing the then-current Reference Number.
- ii. If there is a change in the Reference Number during the Term, LN may, in its sole discretion on at least 30 days prior written notice to Subscriber, increase or decrease the Monthly Commitment by an amount that does not exceed, on a percentage basis, the change in the Reference Number.

### 3. Lexis+ Product and Charges

3.1. This Section 3 amends the Subscription Agreement with respect to the Lexis+ product offering described below. The Term of Subscriber’s commitment for the Lexis+ product offering will begin upon the date Subscriber’s billing account (“Account Number”) is activated (“Activation”) and will continue for the last period set forth in Section 3.5 below (the “Initial Term”).



**LEXIS+® SUBSCRIPTION AGREEMENT  
FOR STATE/LOCAL GOVERNMENT**  
(NEW SUBSCRIBER VERSION-AAR)

3.2. This Agreement commences on the Effective Date and continues for the Initial Term designated in Section 3.5; provided, that, after the Initial Term, this Agreement shall automatically renew for successive one-year renewal terms (each, a “Renewal Term”), unless either Party provides written notice of non-renewal at least thirty (30) days’ prior to the expiration of the then-current Initial Term or Renewal Term, as the case may be. “Term” means, collectively, the Initial Term and all Renewal Terms.

3.3. Commencing at the Renewal Term (defined in Section 3.2), at each anniversary of the Effective Date, LN shall increase all recurring fees by seven point five per cent (7.5%) per Contract Year.

3.4. Subscriber may not terminate this Agreement for convenience under General Terms during the Term. Notwithstanding the foregoing, Subscriber may terminate this Agreement during the Term for a material breach by LN that remains uncured for more than 30 days after LN receives written notice from Subscriber identifying a specific breach.

If Subscriber terminates this Agreement pursuant to this Section, then Subscriber will pay all charges incurred up to the date of termination.

Lexis+ Content & Features		
Product	SKU Number	Number of Users
Dorsaneo, TX Litigation Guide	1010135	1
TX Transaction Guide: Legal Forms	1010483	1
News	1010610	1
All Law Reviews	1010857	1
USCS - United States Code Service	1011069	1
TX Jury Instructions	1011497	1
National Primary Enhanced	1011511	1
TX Civil Practice Analytical	1534489	1
Lexis+™ Practical Guidance - State & Local Government	1534660	1
All Briefs, Pleadings & Motions	1010612	1

3.5. In exchange for access to the Lexis+ Content, Feature and/or Service set forth in Section 3.1 above, Subscriber will pay to LN the following amount (the “Monthly Commitment”) during the periods set forth below.

Initial Term	Monthly Commitment
11/01/2023-10/31/2024	\$104

3.6. During the Term, LN may make content and features available to Subscriber that are not included in the Lexis+ Content described above at an additional charge (“Out of Plan Materials”). Authorized Users trying to access Out of Plan Materials will be notified of the additional charges before the materials are displayed. If an Authorized User accesses the Out of Plan Materials, Subscriber will pay the transactional charge(s) displayed at the time of access. If Subscriber does not initial below, Out of Plan Materials will be excluded from Authorized User’s search.

**To have Out of Plan Materials available for your Authorized Users, initial here** \_\_\_\_\_ (Initial)



**LEXIS+® SUBSCRIPTION AGREEMENT  
FOR STATE/LOCAL GOVERNMENT**  
(NEW SUBSCRIBER VERSION-AAR)

3.7. Use of Lexis+ under this Agreement is available to Subscriber and its Authorized Users (defined in the General Terms).

3.8. LN may temporarily suspend access to Lexis+ until all unpaid amounts are paid in full. No claims directly or indirectly related to this Agreement with respect to amounts billed or payments made under this Agreement may be initiated by Subscriber more than 6 months after such amounts were first billed to Subscriber.

**4. Closed Offer**

The prices and other terms are subject to change if Subscriber has not submitted a signed original or copy on or before 10/16/2023.

**5. Confidential Information**

Subject to any state open records or freedom of information statutes, this Agreement contains confidential pricing information of LN. Subscriber understands that disclosure of the pricing information contained herein could cause competitive harm to LN, and will receive and maintain this Agreement in trust and confidence and take reasonable precautions against such disclosure to any third person. This Section 5 will survive the termination or expiration of this Agreement.

**6. Support and Training**

During the Term, Subscriber, with the support of LN, agrees to encourage the effective use of Lexis+ through:

- (a) Meaningful participation in additional ongoing programs presented by LN to update and train Authorized Users;
- (b) Authorize the periodic distribution of memos or other communications by LN and/or Subscriber to Authorized Users; and
- (c) The periodic review with LN of Subscriber's Authorized User's use of materials and training under this Agreement.

**7. Miscellaneous**

7.1. This Agreement does not bind either party until it has been accepted by both parties. Subscriber may accept this Agreement by signing below. LN will accept this Agreement by providing Subscriber with access to Lexis+ or by signing below.

7.2. If Subscriber issues a purchase order in connection with the Agreement, Subscriber acknowledges and agrees that the purchase order shall be for Subscriber's internal purposes only and shall not modify or affect any of the other terms or conditions for access to the Online Services.

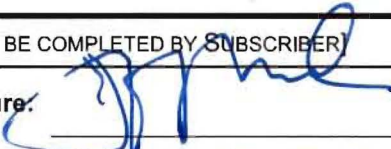
**LEXISNEXIS WILL NOT ACCEPT ANY CHANGES, CORRECTIONS OR ADDITIONS TO THIS AGREEMENT UNLESS SUCH CHANGES ARE EXPRESSLY ACCEPTED BY LN IN WRITING. SUCH CHANGES WILL HAVE NO LEGAL EFFECT.**

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK, SIGNATURE PAGE FOLLOWS]



LEXIS+® SUBSCRIPTION AGREEMENT FOR STATE/LOCAL GOVERNMENT (NEW SUBSCRIBER VERSION-AAR)

AGREED TO AND ACCEPTED BY:

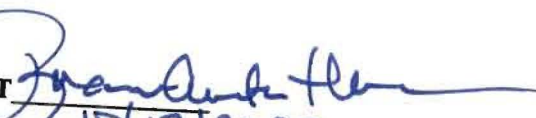
<b>Subscriber:</b> Jefferson County Courts
[MUST BE COMPLETED BY SUBSCRIBER]
<b>Authorized Subscriber Signature:</b> 
<b>Printed Name:</b> Jeff R. Branick
<b>Job Title:</b> Jefferson County Judge
<b>Date:</b> October 17, 2023

LexisNexis, a division of RELX Inc.

[COMPLETED BY LEXISNEXIS]

<b>Authorized Signature:</b>	<b>Mark</b>	Digitally signed by
<b>Name:</b>	<b>Mark</b>	Mark Eikenberry
<b>Job Title:</b>	<b>Eikenberry</b>	Date: 2023.09.15
<b>Date:</b>		16:40:18 -04'00'



ATTEST DATE   
10/17/2023



**LEXIS+® SUBSCRIPTION AGREEMENT  
FOR STATE/LOCAL GOVERNMENT**  
(NEW SUBSCRIBER VERSION-AAR)

CUSTOMER INFORMATION (Please type or print):		
<b>Organization Name: (Full Legal Name)</b>	Jefferson County Courts	
<b>Billing Frequency:</b>	<input type="checkbox"/> Monthly	<input type="checkbox"/> Annually
	<b>Physical Address</b>	<b>Invoice Address</b>
<b>Street Address:</b>	SAME/ ON FILE	SAME/ ON FILE
<b>City:</b>		
<b>State:</b>		
<b>Zip:</b>		
<b>County:</b>		
<b>Telephone:</b>		
<b>Fax:</b>		
<b>Parent Company: (if applicable)</b>		

**Type of Organization:**

Legislative       Judicial       Executive

Professional User: \_\_\_\_\_ Practicing Area of Law: \_\_\_\_\_  
 Support Staff: \_\_\_\_\_ Employer Identification Number: \_\_\_\_\_  
 Bar No: \_\_\_\_\_ Issuing State: \_\_\_\_\_  
 Date Issued/Expiration Date: \_\_\_\_\_ Organization Web Address: \_\_\_\_\_

Tax Exempt:     Yes (attach Sales Tax Exemption Certificate)    MSA:     Yes     No  
 No

Tax ID No: \_\_\_\_\_ State Contract No: \_\_\_\_\_  
 (If applicable)  
 PO No: \_\_\_\_\_  
 (If applicable)

**Contacts:**

	Name	Telephone	Email
<b>Installation:</b>	_____	_____	_____
<b>Billing:</b>	_____	_____	_____
<b>Policy/Legal Notification:</b>	_____	_____	_____
<b>Scheduling/Training:</b>	_____	_____	_____



550  
**LEXIS+® SUBSCRIPTION AGREEMENT  
FOR STATE/LOCAL GOVERNMENT**  
(NEW SUBSCRIBER VERSION-AAR)

\_\_\_\_\_  
**Name** **Telephone**

**Super Admin:** \_\_\_\_\_

\_\_\_\_\_  
**Email** **IP Address**

<b>CUSTOMER ID INFORMATION (Please type or print)</b>			
<b>ID HOLDERS' NAMES</b> (additional sheet attached <input type="checkbox"/> )	<b>ID HOLDERS' TITLES/POSITIONS</b>	<b>ID HOLDERS' EMAIL ADDRESSES</b>	<b>LOCATION/ADDRESS</b>




**JEFFERSON COUNTY PURCHASING DEPARTMENT**  
*Deborah Clark, Purchasing Agent*

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1149 Pearl Street, Beaumont, TX 77701 Phone: 409-835-8593 Fax: 409-835-8456

**MEMORANDUM**

To: Commissioners' Court

From: Deborah Clark  
Purchasing Agent 

Date: October 17, 2023

Re: Disposal of Salvage Property

Consider and approve, execute, receive and file disposition of salvage property as authorized by Local Government Code §263.152 (3), for broken or obsolete items.

Thank you.

JEFFERSON COUNTY, TEXAS  
 1149 PEARL STREET  
 BEAUMONT, TX 77701

DISPOSAL OF SALVAGE PROPERTY

September 19, 2023

DEPARTMENT	DESCRIPTION OF PROPERTY	SERIAL NO.	ASSET NO.
COMMUNITY SUPERVISION <i>contact person: Heather McCallion</i>	(5) WOODEN DESKS		
HISTORICAL COMMISSION <i>contact person: Jennifer Trenbeath</i>	SONY MICROCASSETTE RECORDER		22461
AGRICULTURE	HP ELITEDESK 800G3		36230
AGRICULTURE	HP ELITEDESK 705G4 MINI		37294
AGRICULTURE	HP ELITEDESK 705G4 MINI		36690
AGRICULTURE <i>contact person: Jennifer Coleman</i>	HP ELITEDESK 705G4 MINI		37292
SERVICE CENTER (STORAGE)	BLUE SECTIONAL LOUNGE		1045
SERVICE CENTER (STORAGE)	DRILL PRESS		15752
SERVICE CENTER (STORAGE)	SMALL CABINET		10881



ATTEST  
*[Signature]*  
 DATE 15/17/2023

Approved by Commissioners' Court:

*[Signature]*



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MEMORANDUM

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**TO:** COMMISSIONERS COURT  
**FROM:** PATRICK SWAIN  
**SUBJECT:** BUDGET TRANSFER  
**DATE:** OCTOBER 9, 2023

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The following FY 2023 budget transfer for the 172<sup>nd</sup> District Court is necessary for additional cost for payroll items.

120-2036-412-2001	FICA	\$ 65
120-2036-412-2002	Employee Retirement	\$230
120-2036-412-3010	Books	\$295

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MEMORANDUM

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**TO:** COMMISSIONERS COURT  
**FROM:** PATRICK SWAIN  
**SUBJECT:** BUDGET TRANSFER  
**DATE:** OCTOBER 9, 2023

---

The following FY 2023 budget transfer for the Jail is necessary for additional cost for payroll items.

120-3062-423-1098	Overtime	\$26,500
120-3062-423-2001	FICA	\$ 1,500
120-3062-423-2002	Employee Retirement	\$12,000
120-3062-423-2003	Employee Insurance	\$1,000
120-3062-423-3033	Food	\$41,000

# Jefferson County



# Precinct Four

Everette "Bo" Alfred  
Commissioner

P.O. Box 4025  
Beaumont, Texas 77704-4025  
409-835-8443 phone  
[www.co.jefferson.tx.us/prct4/index.html](http://www.co.jefferson.tx.us/prct4/index.html)

## MEMO

TO: Ms. Fran Lee, Auditing  
FROM: Commissioner Everette Alfred *E ANR*  
DATE: October 12, 2023  
RE: **Transfer Funds –Out Series** *FY 24*

---

Please make the following transfer as indicated. Thank you.

Transfer **\$20,000** from account # 114-0402-431.30-79 (Crushed Stone) into account # 114-0405-431.40-18 (Road Machinery) for additional cost of equipment repairs.

EA/nr

**Jefferson County**

American Rescue Plan Act Obligated Project

**Advance Funds Drawdown Request Form**

**Project Owner**

City of Nome, Texas

**Project Name / Description**

City of Nome - Lift Station and Force Main Improvements

**Primary Project Contact/Requester & Title**

Kerry Abney, Mayor

**Mailing Address**

City of Nome, Texas  
 Drawer D  
 Nome, Texas 77629

**Request Breakdown**

Year:	2023	Advance Drawdown Request Amount:	\$ 50,000.00
Quarter:	4th Quarter	Validated Total:	\$ 0.00
Total Award:	\$ 1,300,000.00	Validated Balance this request:	\$ 50,000.00

**Please Itemize Cost Estimates/Invoices Covered by this draw down request**

Expense Item Description	Est Amount	Validated Actual
1 Survey / Geotechnical	\$ 30,000.00	
2 Design/Railroad/TXDOT/ TCEQ Permitting	\$ 20,000.00	
3		
4		
5		
6		
7		
8		

Previous Request Balance:	\$ 0.00	Validated Total
<i>Enter previous quarter balance: negative for surplus, positive for unreimbursed expenses</i>		
Total Request Amount:	\$ 50,000.00	\$ 0.00

**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 Abney* Mayor  
 Requester Signature & Title

10/6/23  
 Date

**Jefferson County**  
American Rescue Plan Act Obligated Project

**Advance Funds Drawdown Request Form**

**Project Owner**

City of Nome, Texas

**Project Name / Description**

Highway 90 Waterline Improvements

**Primary Project Contact/Requester & Title**

Kerry Abney, Mayor

**Mailing Address**

City of Nome, Texas  
Drawer D  
Nome, Texas 77629

**Request Breakdown**

Year:	2023	Advance Drawdown Request Amount:	\$ 48,000.00
Quarter:	4th Quarter	Validated Total:	\$ 0.00
Total Award:	\$ 1,550,000.00	Validated Balance this request:	\$ 48,000.00

**Please Itemize Cost Estimates/Invoices Covered by this draw down request**

Expense Item Description	Est Amount	Validated Actual
1 Survey	\$ 33,000.00	
2 Design/TXDOT/ TCEQ Permitting	\$ 15,000.00	
3		
4		
5		
6		
7		
8		

Previous Request Balance: \$ 0.00

*Enter previous quarter balance: negative for surplus, positive for unreimbursed expenses*

Total Request Amount: \$ 48,000.00

Validated Total

\$ 0.00

**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 Abney*  
Requester Signature & Title

*10/4/23*  
Date

NAME	AMOUNT	CHECK NO. 558	TOTAL
JURY FUND			
DAWN DONUTS	87.00	511126	
CHAPMAN VENDING	790.50	511162	877.50**
ROAD & BRIDGE PCT.#1			
ABLE FASTENER, INC.	154.97	510975	
BEAUMONT FREIGHTLINER WESTERN STAR	5,145.59	511075	
ASCO	3,336.07	511110	
REPUBLIC SERVICES	73.61	511125	8,710.24**
ROAD & BRIDGE PCT.#2			
ENTERGY	923.44	511000	
REPUBLIC SERVICES	83.13	511125	1,006.57**
ROAD & BRIDGE PCT. # 3			
REPUBLIC SERVICES	73.61	511125	73.61**
ROAD & BRIDGE PCT.#4			
COASTAL WELDING SUPPLY INC	120.96	510991	
BEAUMONT ENTERPRISE	228.38	510994	
ENTERGY	21.94	511000	
T. JOHNSON INDUSTRIES, INC.	319.88	511008	
ROMCO EQUIPMENT, INC.	2,868.71	511020	
INTERSTATE ALL BATTERY CENTER - BMT	345.90	511091	
REPUBLIC SERVICES	226.45	511125	
GULF COAST	628.00	511146	
WASHINGTON COUNTY TRACTOR, INC	1,704.92	511164	
MUNRO'S UNIFORM SERVICES, LLC	81.34	511174	6,546.48**
ENGINEERING FUND			
VERIZON WIRELESS	125.54	511052	
VERIZON WIRELESS	121.54	511053	247.08**
PARKS & RECREATION			
CITY OF PORT ARTHUR - WATER DEPT.	22.25	510988	
ENTERGY	1,693.94	511000	
ENTERGY	25.16	511001	
HNAVINKA EQUIPMENT COMPANY	522.86	511082	2,264.21**
GENERAL FUND			
TAX OFFICE			
PITNEY BOWES INC	1,452.00	511017	
SOUTHEAST TEXAS WATER	347.00	511029	
TAC - TEXAS ASSN. OF COUNTIES	750.00	511037	
UNITED STATES POSTAL SERVICE	318.61	511057	
CUMMINS-ALLISON CORP	3,659.76	511108	
REPUBLIC SERVICES	36.80	511125	
VECTOR SECURITY	566.88	511133	7,131.05*
COUNTY HUMAN RESOURCES			
UNITED STATES POSTAL SERVICE	6.98	511057	6.98*
AUDITOR'S OFFICE			
SOUTHEAST TEXAS WATER	39.95	511031	
UNITED STATES POSTAL SERVICE	11.35	511057	51.30*
COUNTY CLERK			
UNITED STATES POSTAL SERVICE	287.26	511057	
FUNCTION4	374.00	511168	
ODP BUSINESS SOLUTIONS, LLC	275.99	511172	
AMAZON CAPITAL SERVICES	128.72	511179	1,065.97*
COUNTY JUDGE			

NAME	AMOUNT	CHECK NO. 559	TOTAL
UNITED STATES POSTAL SERVICE	13.96	511057	13.96*
RISK MANAGEMENT			
KRISTEN HANCOCK	41.07	511060	
VERONA ADAMS	41.07	511065	82.14*
COUNTY TREASURER			
UNITED STATES POSTAL SERVICE	110.69	511057	
TIM FUNCHESS	1,413.82	511100	1,524.51*
PRINTING DEPARTMENT			
CINTAS CORPORATION	145.25	511128	
BOSWORTH PAPERS	7,388.64	511161	
ODP BUSINESS SOLUTIONS, LLC	395.48	511172	7,929.37*
PURCHASING DEPARTMENT			
BEAUMONT ENTERPRISE	1,643.20	510993	
PORT ARTHUR NEWS, INC.	1,706.88	511018	
UNITED STATES POSTAL SERVICE	62.24	511057	3,412.32*
GENERAL SERVICES			
B&L MAIL PRESORT SERVICE	931.10	510982	
CASH ADVANCE ACCOUNT	30.00	511007	
S.E. TEXAS REGIONAL PLANNING	115,301.61	511027	
TEXAS WILDLIFE DAMAGE MGMT FUND	2,700.00	511038	
INTERFACE EAP, INC	1,313.55	511044	
K2 TOWERS III, LLC	2,435.00	511165	
MCGRIFF INSURANCE SERVICES, INC	614.86	511173	123,326.12*
DATA PROCESSING			
DLT SOLUTIONS LLC	1,347.25	510980	
TAGITM	175.00	511059	
SPS VAR LLC	16,365.00	511068	
VECTOR SECURITY	532.56	511133	
TYLER TECHNOLOGIES INC	756,234.18	511148	
AMAZON CAPITAL SERVICES	18.00	511179	
TOIT TRAINING LLC	4,995.00	511181	
FORTRA LLC	6,152.78	511188	
ZACKARY BULLION	225.32	511190	786,045.09*
VOTERS REGISTRATION DEPT			
UNITED STATES POSTAL SERVICE	273.08	511057	
ACCESS IMAGING SOLUTIONS, LLC	15,144.00	511166	15,417.08*
ELECTIONS DEPARTMENT			
THE EXAMINER	66.25	510995	
ELECTION SYSTEMS & SOFTWARE LLC	138,830.00	511049	
VISTA SOLUTIONS GROUP, LP	17,000.00	511070	
AT&T MOBILITY	90.14	511124	
AMG PRINTING & MAILING LLC	5,685.05	511134	161,671.44*
DISTRICT ATTORNEY			
JIMMY D. HAMM	662.82	511004	
CASH ADVANCE ACCOUNT	269.15	511007	
MIKE LAIRD	748.55	511009	
UNITED STATES POSTAL SERVICE	271.25	511057	
ADA V. CHRISTY, CSR	518.50	511069	
KIMBERLY R. BROUSSARD	786.25	511089	
FUNCTION 4 LLC	8,400.00	511130	
PAMELA FRENCH	929.09	511151	
CITIBANK NA	30.00	511182	12,615.61*
DISTRICT CLERK			

NAME	AMOUNT	CHECK NO. <sup>560</sup>	TOTAL
UNITED STATES POSTAL SERVICE	485.04	511057	
ODP BUSINESS SOLUTIONS, LLC	469.88	511172	
			954.92*
CRIMINAL DISTRICT COURT			
THOMAS J. BURBANK PC	1,600.00	510985	
MARSHA NORMAND	495.00	511015	
LAURIE PEROZZO	3,300.00	511092	
RYAN GERTZ	10,827.50	511094	
MATUSKA LAW FIRM	4,682.50	511113	
THE SAMUEL FIRM, PLLC	800.00	511143	
B. E. FRANKLIN LAW FIRM, PLLC	900.00	511176	
			22,605.00*
58TH DISTRICT COURT			
UNITED STATES POSTAL SERVICE	1.89	511057	
CITIBANK NA	81.91	511182	
			83.80*
60TH DISTRICT COURT			
CITIBANK NA	235.00	511182	
			235.00*
252ND DISTRICT COURT			
WILBARGER COUNTY, TEXAS - COUNTY	860.00	510976	
UNITED STATES POSTAL SERVICE	51.18	511057	
ODP BUSINESS SOLUTIONS, LLC	181.05	511172	
			1,092.23*
279TH DISTRICT COURT			
KEVIN PAULA SEKALY PC	1,050.00	511023	
SOUTHEAST TEXAS WATER	51.95	511034	
JOEL WEBB VAZQUEZ	495.00	511073	
KIMBERLY PHELAN, P.C.	110.00	511077	
REAUD MORGAN & QUINN LLP	330.00	511090	
LINDSEY SCOTT	220.00	511122	
THE PARDUE LAW FIRM, PLLC	550.00	511154	
ALICIA K HALL PLLC	693.00	511156	
SHELANDER LAW OFFICE	880.00	511163	
			4,379.95*
317TH DISTRICT COURT			
KEVIN PAULA SEKALY PC	1,375.00	511023	
LANGSTON ADAMS	440.00	511066	
ALLEN PARKER	440.00	511095	
BRITTANIE HOLMES	220.00	511106	
WILLIAM FORD DISHMAN	220.00	511112	
			2,695.00*
JUSTICE COURT-PCT 1 PL 1			
SOUTHEAST TEXAS WATER	59.90	511028	
UNITED STATES POSTAL SERVICE	48.56	511057	
ODP BUSINESS SOLUTIONS, LLC	382.88	511172	
			491.34*
JUSTICE COURT-PCT 1 PL 2			
UNITED STATES POSTAL SERVICE	14.15	511057	
			14.15*
JUSTICE COURT-PCT 2			
ODP BUSINESS SOLUTIONS, LLC	86.48	511172	
			86.48*
JUSTICE COURT-PCT 6			
TEXAS STATE UNIVERSITY SAN MARS	185.00	511035	
UNITED STATES POSTAL SERVICE	30.07	511057	
SIERRA SPRING WATER CO. - BT	63.46	511058	
ODP BUSINESS SOLUTIONS, LLC	333.54	511172	
			612.07*
COUNTY COURT AT LAW NO.1			
UNITED STATES POSTAL SERVICE	4.83	511057	
			4.83*
COUNTY COURT AT LAW NO. 2			



NAME	AMOUNT	CHECK NO. <sup>561</sup>	TOTAL
TODD W LEBLANC	250.00	510977	
DONALD BOUDREAUX	250.00	510983	
EDWARD B. GRIPON, M.D., P.A.	2,385.00	510999	
JOHN EUGENE MACEY	500.00	511011	
CHARLES ROJAS	500.00	511047	
UNITED STATES POSTAL SERVICE	4.85	511057	
ADA V. CHRISTY, CSR	93.50	511069	
KIMBERLY R. BROUSSARD	1,127.50	511089	
LAURIE PEROZZO	250.00	511092	
BENJAMIN ALAN JEFFERIES	400.00	511187	5,760.85*
COUNTY COURT AT LAW NO. 3			
JACK LAWRENCE	250.00	510979	
JOEL WEBB VAZQUEZ	500.00	511073	
LAURIE PEROZZO	400.00	511092	
THE SAMUEL FIRM, PLLC	250.00	511143	1,400.00*
COURT MASTER			
LAWRENCE E THORNE III	1,880.94	511098	
RICHARD D HUGHES ATTORNEY AT LAW	1,200.00	511159	3,080.94*
MEDIATION CENTER			
SOUTHEAST TEXAS WATER	84.10	511033	
UNITED STATES POSTAL SERVICE	4.48	511057	
KARA HAWTHORN	83.84	511101	172.42*
SHERIFF'S DEPARTMENT			
J.S. EDWARDS & SHERLOCK INS. AGENCY	71.00	510992	
FED EX	60.41	510997	
ENTERGY	794.19	511000	
MOORMAN & ASSOCIATES, INC.	1,190.00	511013	
SAM'S WESTERN WEAR, INC.	144.48	511021	
UNITED STATES POSTAL SERVICE	2,225.37	511057	
LEADSONLINE, LLC	7,304.00	511084	
MDE INC	1,018.00	511096	
ERIN TECHNOLOGY LLC	750.00	511103	
RITA HURT	550.00	511104	
THOMSON REUTERS-WEST	531.60	511111	
CALLYO 2009 CORP	4,920.00	511115	
GALLS LLC	279.94	511120	
BILLY OWENS	200.00	511121	
REPUBLIC SERVICES	73.61	511125	
CINTAS CORPORATION	831.36	511128	
VECTOR SECURITY	377.88	511133	
BOEING DIGITAL SOLUTIONS, INC	2,687.80	511147	
ODP BUSINESS SOLUTIONS, LLC	1,709.84	511172	
DATAPILOT, INC	1,990.00	511177	
AMAZON CAPITAL SERVICES	403.96	511179	
CITIBANK NA	149.00	511182	
BEAUMONT OCCUPATIONAL SERVICES	542.65	511184	
VIGILANCE PROJECT	550.00	511189	29,355.09*
CRIME LABORATORY			
FED EX	24.95	510998	
SOUTHEAST TEXAS WATER	1,864.90	511030	
PRECISION DELTA CORPORATION	117.88	511062	
CERILLIANT	126.00	511067	
AIRGAS USA, LLC	314.85	511139	2,448.58*
JAIL - NO. 2			
CITY OF BEAUMONT - WATER DEPT.	16.00	510987	
COASTAL WELDING SUPPLY INC	126.00	510991	
JACK BROOKS REGIONAL AIRPORT	1,446.77	511006	
CASH ADVANCE ACCOUNT	1,332.86	511007	
WARREN EQUIPMENT CO.	421.25	511040	
LOWE'S HOME CENTERS, INC.	1,750.91	511063	
WORLD FUEL SERVICES	6,377.71	511093	

NAME	AMOUNT	CHECK NO. <sup>562</sup>	TOTAL
REPUBLIC SERVICES	5,927.52	511125	
LASALLE CORRECTIONS VI LLC	68,625.00	511138	
TRINITY SERVICES GROUP INC	47,882.66	511145	
UNITED REFRIGERATION INC	149.46	511157	
MUNRO'S UNIFORM SERVICES, LLC	375.00	511174	
			134,431.14*
JUVENILE PROBATION DEPT.			
FED EX	62.05	510996	
EDWARD B. GRIPON, M.D., P.A.	550.00	510999	
CHERYL TARVER	52.40	511043	
UNITED STATES POSTAL SERVICE	12.75	511057	
LATRICIA COLEMAN	56.33	511064	
NISHA AMIN	3,320.00	511086	
			4,053.53*
JUVENILE DETENTION HOME			
AT&T	715.59	511036	
BEN E KEITH COMPANY	465.17	511072	
VANSCHUCA SANDERS-CHEVIS	400.00	511080	
INDUSTRIAL & COMMERCIAL MECHANICAL	256.00	511105	
REPUBLIC SERVICES	519.60	511125	
LA COSTA DENTAL OF PORT ARTHUR PA	35.00	511136	
FLOWERS BAKING COMPANY OF HOUSTON	44.46	511175	
BEAUMONT OCCUPATIONAL SERVICES	264.00	511184	
			2,699.82*
CONSTABLE PCT 1			
UNITED STATES POSTAL SERVICE	13.03	511057	
			13.03*
CONSTABLE-PCT 4			
DISH NETWORK	82.36	511081	
			82.36*
CONSTABLE-PCT 6			
UNITED STATES POSTAL SERVICE	14.87	511057	
AMAZON CAPITAL SERVICES	364.67	511179	
			379.54*
CONSTABLE PCT. 7			
TND WORKWEAR CO LLC	248.80	511131	
			248.80*
CONSTABLE PCT. 8			
THOMSON REUTERS-WEST	844.00	511111	
TX TAG	10.13	511123	
ODP BUSINESS SOLUTIONS, LLC	72.51	511172	
			926.64*
AGRICULTURE EXTENSION SVC			
CASH ADVANCE ACCOUNT	158.88	511007	
TEXAS AGRILIFE EXTENSION SERVICE	50.00	511087	
DAVID OATES	127.07	511127	
CORENA N FITZGERALD	45.06	511144	
EPSILON SIGMA PHI	80.00	511169	
CITIBANK NA	39.50	511182	
REBECCA CARPENTER	167.68	511186	
			668.19*
HEALTH AND WELFARE NO. 1			
BROUSSARD'S MORTUARY	1,500.00	510984	
CLAYBAR FUNERAL HOME, INC.	3,000.00	510990	
MERCY FUNERAL HOME	1,500.00	511012	
CLAYBAR HAVEN OF REST	6,200.00	511055	
UNITED STATES POSTAL SERVICE	65.86	511057	
FUNCTION 4 LLC	174.90	511130	
EZEA D EDE MD	3,140.91	511158	
DAYJA JOHNSON	81.00	511180	
			15,662.67*
HEALTH AND WELFARE NO. 2			
EZEA D EDE MD	3,140.91	511158	

NAME	AMOUNT	CHECK NO.	TOTAL
LISA WASHINGTON	226.63	511178	
CHILD WELFARE UNIT			3,367.54*
J.C. PENNEY'S	225.00	511061	
ROSS DRESS FOR LESS, INC.	1,450.57	511079	
BEAUMONT OCCUPATIONAL SERVICES	525.90	511184	
INDIGENT MEDICAL SERVICES			2,201.47*
CORLISS R RANDLE	1,200.00	511140	
SHAMECA MALBROUGH	10.00	511152	
MAINTENANCE-BEAUMONT			1,210.00*
CITY OF BEAUMONT - LANDFILL	110.00	510981	
M&D SUPPLY	32.96	511010	
RITTER @ HOME	16.88	511019	
ACE IMAGEWEAR	264.04	511025	
AT&T	468.36	511036	
TEXAS FIRE & COMMUNICATIONS	105.00	511050	
AT&T GLOBAL SERVICES	473.50	511071	
CAT5 RESOURCES LLC	2,848.90	511117	
REPUBLIC SERVICES	1,558.80	511125	
CINTAS CORPORATION	130.49	511128	
FERGUSON ENTERPRISES INC	307.57	511132	
MAINTENANCE-PORT ARTHUR			6,316.50*
CITY OF PORT ARTHUR - WATER DEPT.	952.84	510988	
ENTERGY	5,378.33	511000	
SANITARY SUPPLY, INC.	158.03	511022	
S.E. TEXAS BUILDING SERVICE	8,774.98	511026	
LOWE'S HOME CENTERS, INC.	171.76	511063	
CAT5 RESOURCES LLC	2,353.89	511117	
VECTOR SECURITY	45.00	511133	
AMAZON CAPITAL SERVICES	145.25	511179	
MAINTENANCE-MID COUNTY			17,980.08*
ENTERGY	2,409.63	511000	
SANITARY SUPPLY, INC.	67.94	511022	
AT&T	719.72	511036	
REPUBLIC SERVICES	83.13	511125	
SERVICE CENTER			3,280.42*
SPIDLE & SPIDLE	20,303.33	510978	
J.K. CHEVROLET CO.	167.19	511005	
M&D SUPPLY	156.65	511010	
THE MUFFLER SHOP	84.00	511014	
PHILPOTT MOTORS, INC.	169.34	511016	
FASTENAL	362.88	511045	
JEFFERSON CTY. TAX OFFICE	7.50	511051	
BUMPER TO BUMPER	843.28	511074	
ROBERT'S TEXACO XPRESS LUBE	42.00	511088	
MIGHTY OF SOUTHEAST TEXAS	754.17	511102	
ADVANCE AUTO PARTS	445.84	511109	
REPUBLIC SERVICES	83.13	511125	
DENNIS LOWE	691.21	511129	
RWB TOOLS	233.90	511142	
JCN OIL SERVICE	90.00	511153	
VETERANS SERVICE			24,434.42*
UNITED STATES POSTAL SERVICE	5.88	511057	
ODP BUSINESS SOLUTIONS, LLC	869.23	511172	
MOSQUITO CONTROL FUND			875.11*
CITY OF NEDERLAND	6.47	510989	
ENTERGY	583.69	511000	
			1,414,596.85**

NAME	AMOUNT	CHECK NO. <sup>564</sup>	TOTAL
JACK BROOKS REGIONAL AIRPORT	370.03	511006	
SETZER HARDWARE, INC.	62.95	511024	
ACE IMAGEWEAR	178.92	511025	
AT&T	44.29	511036	
UNITED PARCEL SERVICE	24.42	511039	
SIMCO AUTOMOTIVE INC	188.00	511107	
FRED MILLER'S OUTDOOR EQUIPMENT LLC	104.90	511119	
REPUBLIC SERVICES	83.13	511125	
O'REILLY AUTO PARTS	57.72	511137	
			1,704.52**
SECURITY FEE FUND			
IDENTISYS	2,454.00	511083	
ALLIED UNIVERSAL SECURITY SERVICES	10,079.33	511150	
			12,533.33**
EMPG GRANT			
SOUTHEAST TEXAS WATER	30.45	511032	
			30.45**
JUVENILE PROB & DET. FUND			
HAYS COUNTY	9,000.00	511042	
VERIZON WIRELESS	65.13	511054	
GRAYSON COUNTY DEPT OF JUVENILE	1,300.00	511118	
			10,365.13**
GRANT A STATE AID			
BI INCORPORATED	454.70	511048	
GRAYSON COUNTY DEPT OF JUVENILE	4,910.00	511118	
			5,364.70**
COMMUNITY SUPERVISION FND			
CASH ADVANCE ACCOUNT	518.55	511007	
UNITED STATES POSTAL SERVICE	105.65	511057	
BAK GLOBAL LLC	200.00	511183	
			824.20**
SHERIFF'S TRAINING GRANT			
EAN SERVICES LLC	989.00	511116	
			989.00**
LAW OFFICER TRAINING GRT			
VECTOR SECURITY	134.85	511133	
			134.85**
COUNTY CLERK - RECORD MGT			
MANATRON INC	13,267.65	511085	
			13,267.65**
HOTEL OCCUPANCY TAX FUND			
CASH ADVANCE ACCOUNT	786.48	511007	
REPUBLIC SERVICES	83.13	511125	
STARS OVER TX	500.00	511155	
			1,369.61**
CAPITAL PROJECTS FUND			
ENTERPRISE SYSTEMS CORPORATION	259,824.96	511114	
			259,824.96**
AIRPORT FUND			
ENTERGY	12,553.95	511003	
UNITED STATES POSTAL SERVICE	1.61	511057	
REPUBLIC SERVICES	332.52	511125	
			12,888.08**
AIRPORT IMPROVE. GRANTS			
GARVER LLC	85,180.35	511097	
TOLUNAY-WONG ENGINEERS INC	2,192.50	511099	
			87,372.85**
SE TX EMP. BENEFIT POOL			
STANDARD INSURANCE COMPANY	26,387.71	511076	
RELIANCE STANDARD LIFE INSURANCE	6,405.44	511078	

NAME	AMOUNT	CHECK NO. <sup>565</sup>	TOTAL
EXPRESS SCRIPTS INC	91,869.99	511135	
NEUROMUSCULAR CORPORATE SOLUTIONS	17,700.00	511141	
UNITED HEALTHCARE SERVICES INC	127,723.15	511149	
BAY BRIDGE ADMINISTRATORS LLC	197,475.87	511160	
			467,562.16**
SETEC FUND			
REPUBLIC SERVICES	2,650.00	511125	
			2,650.00**
SHERIFF'S FORFEITURE FUND			
JACK BROOKS REGIONAL AIRPORT	103.28	511006	
			103.28**
PAYROLL FUND			
JEFFERSON CTY. - FLEXIBLE SPENDING	14,756.56	510957	
CLEAT	324.00	510958	
JEFFERSON CTY. TREASURER	12,539.57	510959	
RON STADTMUELLER - CHAPTER 13	182.31	510960	
INTERNAL REVENUE SERVICE	208.00	510961	
JEFFERSON CTY. ASSN. OF D.S. & C.O.	3,620.00	510962	
JEFFERSON CTY. COMMUNITY SUP.	6,901.16	510963	
JEFFERSON CTY. TREASURER - HEALTH	549,402.52	510964	
JEFFERSON CTY. TREASURER - GENERAL	10.00	510965	
JEFFERSON CTY. TREASURER - PAYROLL	2,055,393.87	510966	
JEFFERSON CTY. TREASURER - PAYROLL	708,404.01	510967	
POLICE & FIRE FIGHTERS' ASSOCIATION	1,618.64	510968	
JEFFERSON CTY. TREASURER - TCDRS	821,058.40	510969	
JEFFERSON COUNTY TREASURER	2,991.95	510970	
JEFFERSON COUNTY - TREASURER -	8,321.39	510971	
NECHES FEDERAL CREDIT UNION	31,659.99	510972	
JEFFERSON COUNTY - NATIONWIDE	97,262.55	510973	
SBA - U S DEPARTMENT OF TREASURY	307.63	510974	
			4,314,962.55**
LOCAL PROVIDER PART. FUND			
BEAUMONT ENTERPRISE	84.55	510993	
PORT ARTHUR NEWS, INC.	85.72	511018	
			170.27**
LANGUAGE ACCESS FUND			
MASTERWORD SERVICES, INC	2,914.20	511167	
RUBEN ZAPATA	300.00	511185	
			3,214.20**
ARPA CORONAVIRUS RECOVERY			
W. JEFFERSON COUNTY M.W.D.	10,000.00	511041	
			10,000.00**
MARINE DIVISION			
CHEMAX CORP.	253.90	510986	
ENTERGY	717.70	511000	
JACK BROOKS REGIONAL AIRPORT	686.48	511006	
ADVANCED SYSTEMS & ALARM SERVICES,	565.00	511046	
GALLS LLC	52.99	511120	
ODP BUSINESS SOLUTIONS, LLC	260.36	511172	
			2,536.43**
SHERIFF-SPINDLETOP GRANT			
ODP BUSINESS SOLUTIONS, LLC	2,359.15	511172	
			2,359.15**
			6,644,549.91***

November 7, 2023

## Constitutional Amendment, Special Joint Election - Election Day Judges

<b>ED Location</b>	<b>Role</b>	<b>Party</b>	<b>First Name</b>	<b>Last Name</b>
Amelia Elementary School	PR JUDGE	DEM	GWEN	BRITTON
Amelia Elementary School	ALT JUDGE	REP	DIANE	GLASS
Bevil Oaks Civic Center	PR JUDGE	REP	LINDA	HEARN
Bevil Oaks Civic Center	ALT JUDGE	DEM	JUANITA	WALKER
BISD Administration	PR JUDGE	REP	JOSEY	JOHNSON
BISD Administration	ALT JUDGE	DEM	MAC	ENGLISH
Dishman Elementary	PR JUDGE	REP	JANET	STERLING
Dishman Elementary	ALT JUDGE	DEM	DERYL	HOLDEN
Precinct One Service Center	PR JUDGE	REP	SUSAN	TINDALL
Precinct One Service Center	ALT JUDGE	DEM	ALTHEA	COURTNEY
Rogers Park Comm Ctr	PR JUDGE	REP	JOAN	YATES
Rogers Park Comm Ctr	ALT JUDGE	DEM	DAVID	JAMES
RC Miller Library	PR JUDGE	REP	JOHN	GOLDEN
RC Miller Library	ALT JUDGE	DEM	STELLA	SMITH
Regina Howell Elementary	PR JUDGE	REP	NANCY	DICKEY
Regina Howell Elementary	ALT JUDGE	DEM	LAURA	GRIMES
Caldwood Elementary	PR JUDGE	DEM	REGINA	CARR
Caldwood Elementary	ALT JUDGE	REP	REGINALD	LEBLEU
Hebert Library	PR JUDGE	REP	CYNTHIA	DRAKE
Hebert Library	ALT JUDGE	DEM	LYNELL	LANDRY
Jeff. Co. WCID 10 Fire Station	PR JUDGE	REP	LANORA	READ
Jeff. Co. WCID 10 Fire Station	ALT JUDGE	DEM	DEBORAH	WELCH
Groves Public Library	PR JUDGE	REP	MARTHA	TAYLOR
Groves Public Library	ALT JUDGE	DEM	CAROLYN	THEALL
Nederland City Hall	PR JUDGE	REP	LINDA	SHERMAN
Nederland City Hall	ALT JUDGE	DEM	SYLVIA	MCDUFFIE
Nederland Recreation Ctr	PR JUDGE	REP	JULIA	SMITH
Nederland Recreation Ctr	ALT JUDGE	DEM	RHONDA	MILLER
Ray Chesson Office Building	PR JUDGE	REP	HEATHER	BETAR
Ray Chesson Office Building	ALT JUDGE	DEM	FAYE	WOODSMALL
Jeff. Co. ESD #4	PR JUDGE	REP	JANICE	BLACKWELL
Jeff. Co. ESD #4	ALT JUDGE	DEM	JO ANN	SOLIS
Marion & Ed Hughes Public Library	PR JUDGE	REP	RANDY	CHATAGNIER
Marion & Ed Hughes Public Library	ALT JUDGE	DEM	LINDA	BATISTE
Port Neches City Hall	PR JUDGE	REP	ANNA	CHRISTIAN
Port Neches City Hall	ALT JUDGE	DEM	DOROTHY	JACKSON
Groves Activity Building	PR JUDGE	REP	NOLA	HALL
Groves Activity Building	ALT JUDGE	DEM	JOEY	LEDOUX
DeQueen Elementary	PR JUDGE	DEM	MELISSA	ZAMBRANO
DeQueen Elementary	ALT JUDGE	REP	RENE	DANNA
Zion Hill Baptist Church	PR JUDGE	DEM	CYNTHIA	McZEAL-SINEGAL
Zion Hill Baptist Church	ALT JUDGE	REP	RHONDA	MATTHEW
Jeff. Co. Sub Courthouse	PR JUDGE	DEM	AUDRY	BLANCHETT
Jeff. Co. Sub Courthouse	ALT JUDGE	REP	DAVID	CURL
Port Acres Elementary	PR JUDGE	REP	DAVID	BADGETT

November 7, 2023

## Constitutional Amendment, Special Joint Election - Election Day Judges

Port Acres Elementary	ALT JUDGE	DEM	JACQUELYN	FOREMAN
O.W. Collins Retirement Ctr.	PR JUDGE	DEM	ALICE	LOPEZ
O.W. Collins Retirement Ctr.	ALT JUDGE	REP	DIANA	LICATINO
Port Arthur Library	PR JUDGE	DEM	AZZIE	MILLS
Port Arthur Library	ALT JUDGE	REP	PEGGY	DELINO
Queen of Vietnam Catholic Church	PR JUDGE	DEM	JAMES	GRIFFIN
Queen of Vietnam Catholic Church	ALT JUDGE	REP	MICHAEL	BORDELON
R.L. Gabby Eldridge Center	PR JUDGE	REP	ANNE	OCHOA
R.L. Gabby Eldridge Center	ALT JUDGE	DEM	LORENA	JERRY
Travis Elementary	PR JUDGE	DEM	DIANE	FRANKLIN
Travis Elementary	ALT JUDGE	REP	MARIE	ERRINGTON
Willie Ryman Comm Ctr	PR JUDGE	DEM	HAROLD	JOSEPH
Willie Ryman Comm Ctr	ALT JUDGE	REP	ROBERT	LEGER
Alice Keith Park Recreation Ctr.	PR JUDGE	DEM	CHARLIE	MINGO
Alice Keith Park Recreation Ctr.	ALT JUDGE	REP	DORIS	WILLIAMS
Charlton-Pollard Elementary	PR JUDGE	DEM	GREGORY	PUMPHREY
Charlton-Pollard Elementary	ALT JUDGE	REP	MARYA	HARRIS
Lamar University Montagne Ctr.	PR JUDGE	DEM	WILBUREAN	BENARD
Lamar University Montagne Ctr.	ALT JUDGE	REP	DYLAN	OSBORNE
Hamshire-Fannett VFD & Comm Ctr	PR JUDGE	REP	STACIE	HILL
Hamshire-Fannett VFD & Comm Ctr	ALT JUDGE	DEM	DELORES	WILLIAMS
Jeff. Co. Courthouse	PR JUDGE	DEM	DORIS	BISHOP
Jeff. Co. Courthouse	ALT JUDGE	REP	MICHELLE	BUSH
MLK Middle School	PR JUDGE	DEM	RAY	NELSON
MLK Middle School	ALT JUDGE	REP	MARK	GODLEY
John Paul Davis Comm Ctr.	PR JUDGE	DEM	VERNON	TUBBS
John Paul Davis Comm Ctr.	ALT JUDGE	REP	DALE	LESLIE
Precinct 4 Service Center	PR JUDGE	REP	BEVERLY	MATTHEWS
Precinct 4 Service Center	ALT JUDGE	DEM	SHEILA	GEORGE-HILL
Sterling Pruitt Center	PR JUDGE	DEM	KATHERINE	CAMPBELL
Sterling Pruitt Center	ALT JUDGE	REP	RODNEY	PACETTI
Theodore Johns Library	PR JUDGE	DEM	EDWARD	CLARK
Theodore Johns Library	ALT JUDGE	REP	GLEN	RABALAIS
Roy Guess Elementary	PR JUDGE	DEM	DEBORAH	CELESTINE
Roy Guess Elementary	ALT JUDGE	REP	MARCIA	CAVETT

Early Voting Ballot Board Members – November 7, 2023  
 Constitutional Amendment, Special and Joint Election

<u>Party/Position</u>	<u>Name</u>
REP/PR. JUDGE	Dina Carr
REP/MEMBER	Danielle Faraci
REP/MEMBER	Debra Poindexter
REP/MEMBER	James Patton
REP/MEMBER	Pat Mayes
REP/MEMBER	Linda Nicholas
REP/MEMBER	Pat Greene
REP/MEMBER	Saundra Smith
REP/MEMBER	Ann Hall
REP/ALT. MEMBER	Mary Munro
DEM/ALT. JUDGE	John Stafford
DEM/MEMBER	Mary Kirkwood
DEM/MEMBER	Johnnie Durden
DEM/MEMBER	Cynthia Merritt
DEM/MEMBER	Pat Young
DEM/MEMBER	Fredericka Phillips
DEM/MEMBER	Rashida Fermon
DEM/MEMBER	Florence Evans
DEM/MEMBER	Beverly Hatcher
DEM/ALT. MEMBER	Dena Hughes



Central Counting Station Staff  
November 7, 2023  
Constitutional Amendment, Special, and Joint Election

POSITION	NAME
CCS MANAGER	WAYNE OZIO
CCS PRESIDING JUDGE	CLIFTON SIMONEAUX
CCS ALTERNATE JUDGE	JOHN STAFFORD
CCS CLERK	DINA CARR
CCS TABULATION SUPERVISOR	JEFF ROSS
CCS TABULATION ASSISTANT	SCOTT LEBLANC
CCS TABULATION ASSISTANT	HAYLEE FOURNIER

**FY 2023 Port Security Grant Program (PSGP)**  
**Memorandum of Understanding**

**Memorandum of Understanding/Agreement**

**Between the Southeast Texas Regional Planning Commission (SETRPC) and Jefferson County (includes Taylor Landing, Nome, and China)**

**Regarding Jefferson County's use of the Southeast Texas Emergency Alerting Network**

- 1. PARTIES.** The parties to this Agreement are SETRPC and Jefferson County.
- 2.** The purpose of this Agreement is for the local jurisdiction to acknowledge the SETRPC's application for 2023 Port Security Grant funds (Period of Performance: September 1, 2023 – August 31, 2026) to provide regional access to the South East Texas Regional Emergency Alerting Network, to signify Jefferson County's support of the project, and to set forth terms by which each of the parties will ensure the project's success.

**3. RESPONSIBILITIES.** The roles and responsibilities of each party are understood as follows:

**SETRPC agrees to:**

- Administer the emergency alerting system;
- Ensure compliance with grant requirements;
- Contact with and ensure timely payment to third party vendor for emergency alerting network services;

**Jefferson County agrees to:**

- Follow Emergency Network Services guidelines as outlined in the Interlocal Agreement between SETRPC and Jefferson County;
- It is anticipated that industry expenses for promoting the regional emergency alerting network will provide the required cash match; however, if this is deemed an ineligible match or if expenses are insufficient to meet the full required cash match, Jefferson County agrees to provide a pro rate match not to exceed \$8,574.63 over two years, FY2024-2025; FY2025-2026.

**4. POINT OF CONTACT.** Stephen L. Curran

Director, Criminal Justice and Homeland Security Division  
 South East Texas Regional Planning Commission  
 2210 Eastex Freeway  
 Beaumont, Texas 77703  
 Office: (409) 924-7514  
 Fax: (409) 899-0826  
 Email: [scurran@setrpc.org](mailto:scurran@setrpc.org)  
 Website: [www.setrpc.org](http://www.setrpc.org)

**5. OTHER PROVISIONS.** Nothing in this agreement is intended to conflict with current laws or regulations of the State of Texas or local Government. If a term of this agreement is inconsistent with such authority, then that term shall be invalid, but the remaining terms and conditions of this agreement shall remain in full force and effect.

**6. EFFECTIVE DATE.** The terms of the agreement will become effective on the date found next to the signatures below.

**7. MODIFICATIONS.** This agreement may be modified upon the mutual written consent of the parties.





## PROCLAMATION

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 17 day of October, 2023, on motion made by Cary Erickson, Commissioner of Precinct No. 2, and seconded by Everette "Bo" Alfred, Commissioner of Precinct No. 4, the following Proclamation was adopted:

### Domestic Violence Awareness Month

**WHEREAS**, the Commissioners of Jefferson County, Texas, in recognition of the important work done by survivors, domestic violence programs and victim service providers, hereby urges all citizens of the county to actively participate in the activities and programs sponsored by **FAMILY SERVICES OF SOUTHEAST TEXAS, INC., Texas Council on Family Violence**, and other community organizations to work toward the elimination of intimate partner violence; and

**WHEREAS**, more than 10 million women and men are physically abused by an intimate partner in the United States each year; domestic violence encompasses a pattern of behaviors used to gain or maintain power and control over a victim, and in many cases, physical violence reinforces other forms of psychological and emotional abuse such as threats. Intimidation, and isolation; severe intimate partner violence can include instances of physical assault, rape and stalking that leave victims with injuries, post-traumatic stress disorder, and other lasting impacts; and,

**WHEREAS**, the impact of domestic violence is wide ranging, directly affecting individuals and society as a whole, here in this community, throughout the United States and the world; and

**WHEREAS**, the need for safe house continues to be rated as survivors' most urgent need; and

**WHEREAS**, the COMMISSIONERS of JEFFERSON COUNTY, TEXAS, join with others across county, the State of Texas, and the nation in supporting victims of domestic violence, as well as local programs, state coalitions, national organizations, and other agencies nationwide who are committed to increasing public awareness of domestic violence and sending a clear message to abusers that **domestic violence is not tolerated in JEFFERSON COUNTY, TEXAS**; and

**WHEREAS**, domestic violence impacts millions of people each year, but it can be prevented. Preventing domestic violence requires the collective voice and power of individuals, families, institutions, and systems – each of whose service adds a valuable and powerful component to transforming our communities; and

**WHEREAS**, the color purple is the color nationally recognized to represent the fight against domestic violence, and Jefferson County recognizes the showing of purple ribbons at homes, schools, businesses, and public facilities as the sign of solidarity against domestic violence.

**NOW, THEREFORE**, the Commissioners Court of Jefferson County, Texas proclaims OCTOBER 2023 as *DOMESTIC VIOLENCE AWARENESS MONTH* and we urge everyone to support domestic violence survivors and programs and we thank the countless law enforcement officers, advocates, medical professionals, and caregivers who dedicate their lives to fighting for a world without family or intimate partner violence, and together, let us all carry out the mission of creating a community that is safe for all.

Signed this 17 day of October, 2023



*[Signature]*  
\_\_\_\_\_  
JUDGE JEFF R. BRANICK  
County Judge

\_\_\_\_\_  
COMMISSIONER VERNON PIERCE  
Precinct No. 1

*[Signature]*  
\_\_\_\_\_  
COMMISSIONER MICHAEL S. SINEGAL  
Precinct No.3

*[Signature]*  
\_\_\_\_\_  
COMMISSIONER CARY ERICKSON  
Precinct No. 2

*[Signature]*  
\_\_\_\_\_  
COMMISSIONER D. ALFRED  
Precinct No. 4

Form #2201 Rev. 05/2020  
Submit to:  
SECRETARY OF STATE  
Government Filings  
Section P O Box 12887  
Austin, TX 78711-2887  
512-463-6334  
512-463-5569 - Fax  
Filing Fee: None



STATEMENT OF OFFICER

Statement

I, TERRY WEUNSCHEL, do solemnly swear (or affirm) that I have not directly or indirectly paid, offered, promised to pay, contributed, or promised to contribute any money or thing of value, or promised any public office or employment for the giving or withholding of a vote at the election at which I was elected or as a reward to secure my appointment or confirmation, whichever the case may be, so help me God.

Title of Position to Which Elected/Appointed: Jefferson County Tax Assessor Collector-INTERIM

Execution

Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated therein are true.

Date: OCTOBER 10, 2023  
Terry Weunschel  
Signature of Officer

JEFFERSON COUNTY  
CLERK

FILED AND RECORDED  
OFFICIAL PUBLIC RECORDS

Roxanne Acosta-Hellberg  
Roxanne Acosta-Hellberg, County Clerk  
Jefferson County, Texas

October 17, 2023 04:41:36 PM

FEE: \$0.00 2023029250



Form #2204 Rev 9/2017

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Submit to:  
SECRETARY OF STATE  
Government Filings Section  
P O Box 12887  
Austin, TX 78711-2887  
512-463-6334  
FAX 512-463-5569  
Filing Fee: None



OATH OF OFFICE

IN THE NAME AND BY THE AUTHORITY OF THE STATE OF TEXAS,  
I, TERRY WUENSCHEL, do solemnly swear (or affirm), that I will faithfully  
execute the duties of the office of Jefferson County Tax Assessor Collector of  
the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws  
of the United States and of this State, so help me God.

Terry Wunschel  
Signature of Officer

Certification of Person Authorized to Administer Oath

State of Texas  
County of Jefferson

Sworn to and subscribed before me on this 10 day of October, 2023.

(Affix Notary Seal,  
only if oath  
administered by a  
notary.)

Jeff Brannick  
Signature of Notary Public or  
Signature of Other Person Authorized to Administer An  
Oath

JEFF BRANNICK, County Judge  
Printed or Typed Name



Clint Turner  
Chief Deputy  
E-Mail  
[Clint.Turner@jeffcotx.us](mailto:Clint.Turner@jeffcotx.us)

Tim Funchess  
County Treasurer  
1149 Pearl Street – Basement  
Beaumont, Texas 77701

Office (409) 835-8509  
Fax (409) 839-2347  
E-Mail  
[tim.funchess@jeffcotx.us](mailto:tim.funchess@jeffcotx.us)

October 12, 2023

Judge Jeff R. Branick and  
Commissioners Court  
Jefferson County Courthouse  
Beaumont, Texas 77701

Gentlemen:

Enclosed is the Investment Schedule as of September 30, 2023, including interest earnings.

The weighted average yield to maturity on the County's investments is 4.588%. The 90 day Treasury discount rate on September 30, 2023 was 5.32% and the interest on your checking accounts for the month of September was 5.07%

Included in the attached report are the balances for the County's pledged collateral.

This report meets the requirements for investment officers in compliance with the Texas Government Code. Title 10, Section 2256.023.

This should be on the agenda October 17, 2023, to be received and filed.

Sincerely,


Tim Funchess, CIO  
Enclosure

Agenda should read:

Receive and File Investment Schedule for September, 2023, including the year to date total earnings on County funds.



# JEFFERSON COUNTY MONTH END SEPTEMBER 30, 2023 INVESTMENT SCHEDULE

SECURITY DESCRIPTION	SETTLEMENT DATE	PAR AMOUNT	AMOUNT PAID	PRICE PAID	EXP. YIELD	MATURITY DATE	CALL DATE	# Days to mat	# Days Invested	CUSIP/C.D. NUMBER	BROKER DEALER	CURRENT PRICE	ACCRUED FROM PURCHASE COUPON	Coupon paid TO DATE	BOOK VALUE (ACCRUED INT)
<b>TEXAS CLASS</b>															
CDs and Securities		\$0.00	\$0.00	100	0.0000%		NONE			TX-01-0485-4001	TEXAS CLASS			\$0.00	\$0.00
FHLB 5.02%	13-Feb-23	\$3,150,000.00	\$3,150,000.00	100	5.0200%	13-Feb-25	13-Feb-24	602	731	3130A4UC6	NATIONAL ALLIANCE	\$3,121,681.50	\$21,084.00	\$99,1010	\$3,142,765.50
FHLB 5.25%	06-Mar-23	\$2,000,000.00	\$2,000,000.00	100	5.2500%	06-Mar-26	06-Mar-24	888	1096	3130A4UY2	NATIONAL ALLIANCE	\$1,988,100.00	\$7,291.67	\$99,4050	\$1,995,391.67
FNMA 5.05%	12-Apr-23	\$3,000,000.00	\$3,000,000.00	100	5.0500%	12-Jul-24	12-Jul-23	286	457	3135GAG47	NATIONAL ALLIANCE	\$2,987,310.00	\$71,120.83	\$99,5770	\$3,058,430.83
FHLB 5.10%	01-May-23	\$3,000,000.00	\$3,000,000.00	100	5.1000%	01-Feb-24	01-Nov-23	124	276	3130AVJ77	NATIONAL ALLIANCE	\$2,992,110.00	\$66,750.00	\$0.00	\$3,055,860.00
FHLB 6.00%	27-Jul-23	\$1,250,000.00	\$1,250,000.00	100	6.0000%	27-Jan-26	27-Oct-23	850	915	3130AVM60	NATIONAL ALLIANCE	\$1,245,037.50	\$99,6030	\$0.00	\$1,258,370.83
FHLB 6.00%	27-Jul-23	\$1,570,000.00	\$1,570,000.00	100	6.0000%	27-Jul-26	27-Oct-23	1031	1096	3130AVM41	NATIONAL ALLIANCE	\$1,562,852.40	\$16,746.67	\$0.00	\$1,579,399.07
FHLB 5.50% (New)	18-Sep-23	\$3,000,000.00	\$3,000,000.00	100	5.5000%	18-Sep-25	18-Jun-24	719	731	3130AX768	NATIONAL ALLIANCE	\$1,562,852.40	\$5,986.33	\$0.00	\$1,568,610.73
FHLB 3.875%	16-Aug-22	\$5,000,000.00	\$5,000,000.00	100	3.8750%	16-Feb-24	16-Nov-22	457	549	3130AGM50	WELLS SECURITIES	\$4,949,709.40	\$98,9942	\$21,093.75	\$4,970,803.15
FHLB 3.00%	30-Jun-22	\$3,000,000.00	\$3,000,000.00	100	3.0000%	30-Dec-24	30-Sep-22	457	914	3130ASG82	WELLS SECURITIES	\$2,993,676.91	\$29,385.42	\$16,250.00	\$2,968,962.33
FHLB 4.00%	23-May-22	\$3,000,000.00	\$3,000,000.00	100	4.0000%	23-Feb-24	23-Aug-22	146	641	3130ARFY9	WELLS SECURITIES	\$2,983,662.80	\$97,9889	\$10,000.00	\$2,973,162.90
FHLB 4.00%	13-Sep-22	\$5,000,000.00	\$5,000,000.00	100	4.0000%	23-Sep-24	23-Mar-23	349	731	3130AX761	WELLS SECURITIES	\$4,923,868.05	\$98,4774	\$10,000.00	\$4,933,868.05
FHLB 4.00%	23-Sep-22	\$4,000,000.00	\$4,000,000.00	100	4.0000%	23-Sep-24	23-Mar-23	359	731	3130AT4M6	WELLS SECURITIES	\$3,937,654.60	\$98,4414	\$3,595.56	\$3,941,210.16
FHLB 4.00%	28-Sep-22	\$5,000,000.00	\$5,000,000.00	100	4.0000%	28-Mar-24	28-Oct-22	180	547	3130AT6U6	WELLS SECURITIES	\$4,955,818.50	\$98,1184	\$200,000.00	\$4,957,485.17
FHLB 5.08%	28-Oct-22	\$5,000,000.00	\$5,000,000.00	100	5.0800%	26-Oct-24	15-Jan-23	391	728	3130AG4M3	WELLS SECURITIES	\$4,967,092.85	\$110,066.67	\$124,883.33	\$5,077,159.82
FHLB 5.21%	30-Nov-22	\$5,000,000.00	\$5,000,000.00	100	5.2100%	26-Nov-25	26-May-23	788	1092	3130ATX89	WELLS SECURITIES	\$4,951,120.15	\$98,0224	\$127,355.56	\$5,041,571.54
FHLB 5.25%	30-Nov-22	\$5,000,000.00	\$5,000,000.00	100	5.2500%	23-May-25	23-May-23	601	905	3130GY4R0	WELLS SECURITIES	\$4,958,129.25	\$99,1626	\$126,145.83	\$5,051,462.58
		<b>TOTAL PAR</b>	<b>AMT. INVESTED</b>		<b>WEIGHTED AVG. YILD</b>	<b>EQUIVALENT TREAS. RATE</b>			<b>WEIGHTED AVG.</b>	<b>MATURITY DAYS</b>		<b>TOTAL MARKET VALUE</b>			<b>TOTAL BOOK VALUE</b>
		\$0.00	\$0.00		4.588%	5.329%		437	437	DAYS		\$55,006,176.31	0.00	\$1,467,449.72	\$56,574,513.93
		<b>GDe and Securities</b>	<b>\$56,970,000.00</b>									<b>\$56,970,000.00</b>	<b>\$68,337.62</b>	<b>\$1,467,449.72</b>	<b>\$57,437,787.34</b>
		<b>TOTALS ALL ACCTS:</b>	<b>\$56,970,000.00</b>									<b>\$56,970,000.00</b>	<b>\$68,337.62</b>	<b>\$1,467,449.72</b>	<b>\$57,437,787.34</b>
<b>PLEDGE COLLATERAL REPORT WELLS FARGO</b>															
<b>ALL COUNTY FUNDS</b>															
<b>AS OF SEPTEMBER 30, 2023</b>															
This is an unaudited statement made in accordance with provisions of Government Code Title 10 Section 2256.023 The Public Funds Investment Act															
The Investment portfolios of Jefferson County comply with the strategies in the Jefferson County Investment Policy and Procedures.															
 Tom Finckes, Jefferson County Treasurer/Investment Officer															
<b>MARKET VALUE OF PLEDGE SECURITIES</b>															
<b>BALANCE IN ALL ACCOUNTS: \$250,000,000.00</b>															
<b>OVER OR (UNDER) AMOUNT: \$140,579,373.45</b>															
<b>177.84%</b>															
<b>SEPTEMBER 2023, JEFFERSON COUNTY INVESTMENT MATURITIES</b>															
<b>MATURED SECURITIES AND INTEREST EARNED</b>															
SECURITY DESCRIPTION	PURCHASE DATE	PAR AMOUNT	AMOUNT INVESTED	PRICE PAID	EXPECT. YIELD	MATURITY DATE	Coupon Pay DATE	# DAYS INVEST	CUSIP/C.D. NUMBER	BROKER DEALER	INTEREST EARNINGS				
<b>INVESTMENTS</b>															
<b>TEXAS CLASS</b>															
FHLB 5.25%	06-Mar-23	\$2,000,000.00	\$2,000,000.00	100	5.2500%	06-Mar-26	06-Sep-23	1096	3130A4UV2	NATIONAL ALLIANCE	\$52,500.00	<b>COUPON</b>			
FHLB 4.00%	13-Sep-22	\$5,000,000.00	\$5,000,000.00	100	4.0000%	13-Sep-24	13-Sep-23	731	3134GXT61	WELLS SECURITIES	\$100,000.00	<b>COUPON</b>			
FHLB 4.00%	23-Sep-22	\$4,000,000.00	\$4,000,000.00	100	4.0000%	23-Sep-24	23-Sep-23	731	3130AT4M6	WELLS SECURITIES	\$80,000.00	<b>COUPON</b>			
FHLB 4.70%	27-Oct-22	\$3,000,000.00	\$3,000,000.00	100	4.7000%	27-Sep-23	27-Sep-23	335	3130AT026	WELLS SECURITIES	\$58,750.00	<b>COUPON</b>			
FHLB 4.00%	28-Sep-22	\$5,000,000.00	\$5,000,000.00	100	4.0000%	28-Mar-24	28-Sep-23	547	3130AT6U6	WELLS SECURITIES	\$100,000.00	<b>COUPON</b>			
<b>CHECKING INTEREST</b>															
<b>POOLED CASH ACCT SEPTEMBER INTEREST</b>															
<b>OTHER COUNTY ACCTS SEPTEMBER INTEREST</b>															
<b>TAX LICENSE ACCT SEPTEMBER INTEREST</b>															
<b>TOTAL</b>		<b>\$19,000,000.00</b>	<b>\$19,000,000.00</b>								<b>\$391,250.00</b>				

# FISCAL YEAR 2022-2023

578

## YIELD TO MATURITY AND INTEREST EARNINGS

MONTH	90 DAY T. BILL RATE	INVESTMENT INTEREST EARNED	CHECKING ACCOUNT YIELD	TEXAS CLASS INTEREST	TEXAS CLASS YIELD
OCTOBER	4.060%	\$288,027.56	2.970%		
NOVEMBER	4.270%	\$354,039.86	3.810%		
DECEMBER	4.210%	\$465,977.41	4.020%		
JANUARY	4.580%	\$673,799.55	4.050%		
FEBRUARY	4.720%	\$776,793.61	4.330%		
MARCH	4.680%	\$881,965.44	4.470%		
APRIL	4.950%	\$748,384.88	4.430%		
MAY	5.260%	\$849,806.35	4.700%		
JUNE	5.170%	\$618,297.49	5.010%		
JULY	5.280%	\$539,370.49	4.920%		
AUGUST	5.320%	\$702,316.41	5.030%		
SEPTEMBER	5.320%	\$830,727.88	5.070%		
<b>ANNUAL TOTALS</b>		<b>\$7,729,506.93</b>		<b>\$0.00</b>	<b>\$7,729,506.93</b>





October 10, 2023

Ernest Clement  
1149 Pearl Street  
5<sup>th</sup> Floor  
Beaumont, TX 77701

**RE: Perennial Environmental Services, LLC  
Bayou Bend CCS Project, Texas Antiquities Code Permit Application**

Dear Mr. Clement:

This letter is to request a signature on behalf of Jefferson County for the Texas Antiquities Code Permit Application, which is required by the State of Texas prior to cultural resources surveys across publicly-owned tracts in support of the proposed Bayou Bend CCS Project.

The onshore scope of the Project currently consists of the installation of pipelines located approximately 3.0 mi (4.8 km) southwest of the city center of Port Arthur in Jefferson County, Texas.

While the majority of the Project will traverse private property, a total of approximately 2.3 miles of the pipelines will cross three tracts considered state-owned property. One of the three tracts belongs to Jefferson County (Tract 3), and requires cultural resources investigations to satisfy the requirements of the Antiquities Code of Texas (Code). Section II and Section IV of the Antiquities Permit Application require the completion of the Owner, Jefferson County. The scope of work and mapping exhibits have been attached for review.

Should you have any questions, concerns, or require additional information, please call me at 512-358-0330 or email at [djulien@perennialenv.com](mailto:djulien@perennialenv.com)

Sincerely,



**Danielle Julien**  
*Principal Investigator*  
*Archaeologist & Osteologist*

**Perennial Environmental Services, LLC**  
5424 W Highway 290, Suite 208, Austin, Texas 78735  
Office: 512.358.0330|Mobile: 734.626.2659  
[djulien@perennialenv.com](mailto:djulien@perennialenv.com)|[www.perennialenv.com](http://www.perennialenv.com)

# ANTIQUITIES PERMIT APPLICATION FORM ARCHEOLOGY

## GENERAL INFORMATION


### I. PROPERTY TYPE AND LOCATION

Project Name (and/or Site Trinomial) Bayou Bend CCS Project  
 County (ies) Jefferson  
 USGS Quadrangle Name and Number Port Arthur, Jefferson County, TX  
 UTM Coordinates Zone 15R E 404656.33 N 3304157.26  
 Zone 15R E 405789.27 N 3299974.54  
 Zone 15R E 4084953.81 N 3294089.88

Location All three tracts located along Texas State Highway 87 running south, West Port Arthur, Texas 77640

Federal Involvement  Yes  No  
 Name of Federal Agency United States Army Corps of Engineers (USACE)  
 Agency Representative Jerry Androy

### II. OWNER (OR CONTROLLING AGENCY)

Owner Jefferson County  
 Representative   
 Address \_\_\_\_\_  
 City/State/Zip \_\_\_\_\_  
 Telephone (include area code) \_\_\_\_\_ Email Address \_\_\_\_\_



### III. PROJECT SPONSOR (IF DIFFERENT FROM OWNER)

Sponsor Bayou Bend CCS LLC  
 Representative Scott Whitmire  
 Address 1500 Louisiana Street  
 City/State/Zip Houston, Texas 7702  
 Telephone (include area code) 281-728-2294 Email Address Scott.Whitmire@chevron.com

## PROJECT INFORMATION

### I. PRINCIPAL INVESTIGATOR (ARCHEOLOGIST)

Name Danielle Julien M.S.  
 Affiliation Perennial Environmental  
 Address 5424 W. US HWY 290, Suite 208  
 City/State/Zip Austin, TX 78745  
 Telephone (include area code) 512-358-0330 Email Address djulien@perennialenv.com

ATTEST 

DATE 11/7/2023

(OVER)

ANTIQUITIES PERMIT APPLICATION FORM (CONTINUED)

II. PROJECT DESCRIPTION

Proposed Starting Date of Fieldwork August 15, 2023
Requested Permit Duration 5 Years 0 Months (1 year minimum)
Scope of Work (Provided an Outline of Proposed Work) Please see attached scope of work

III. CURATION & REPORT

Temporary Curatorial or Laboratory Facility Perennial Environmental Services
Permanent Curatorial Facility Center for Archeological Studies (CAS)

IV. LAND OWNER'S CERTIFICATION

I, JEFF BRANICK, as legal representative of the Land Owner, Jefferson County, do certify that I have reviewed the plans and research design, and that no investigations will be performed prior to the issuance of a permit by the Texas Historical Commission. Furthermore, I understand that the Owner, Sponsor, and Principal Investigator are responsible for completing the terms of the permit.
Signature [Signature] Date 10/17/2023

ATTEST [Signature] DATE 10/17/2023

V. SPONSOR'S CERTIFICATION

I, Scott Whitmire, Bayou Bend CCS LLC Vice President, as legal representative of the Sponsor, Bayou Bend CCS LLC, do certify that I have review the plans and research design, and that no investigations will be performed prior to the issuance of a permit by the Texas Historical Commission. Furthermore, I understand that the Sponsor, Owner, and Principal Investigator are responsible for completing the terms of this permit.
Signature [Signature] Date 6/23/2023

VI. INVESTIGATOR'S CERTIFICATION

I, Danielle Julien, as Principal Investigator employed by Perennial Environmental Services (Investigative Firm), do certify that I will execute this project according to the submitted plans and research design, and will not conduct any work prior to the issuance of a permit by the Texas Historical Commission. Furthermore, I understand that the Principal Investigator (and the Investigative Firm), as well as the Owner and Sponsor, are responsible for completing the terms of this permit.
Signature [Signature] Date 6/29/2023

Principal Investigator must attach a research design, a copy of the USGS quadrangle showing project boundaries, and any additional pertinent information. Curriculum vita must be on file with the Archeology Division.

FOR OFFICIAL USE ONLY

Reviewer \_\_\_\_\_ Date Permit Issues \_\_\_\_\_
Permit Number \_\_\_\_\_ Permit Expiration Date \_\_\_\_\_
Type of Permit \_\_\_\_\_ Date Received for Data Entry \_\_\_\_\_

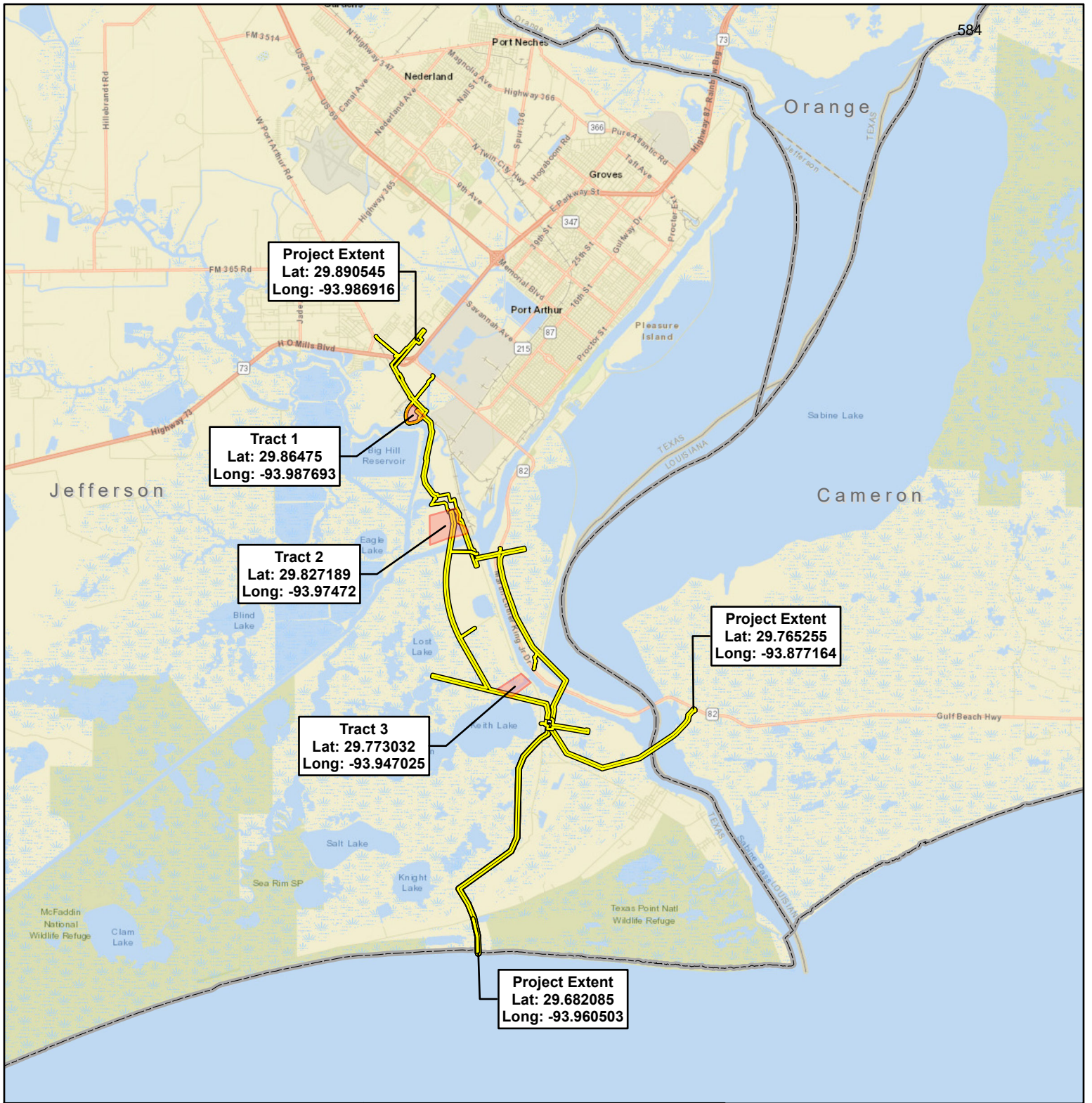
Texas Historical Commission
Archeology Division
P.O. Box 12276, Austin, TX 78711-2276
Phone 512-463-6096
thc.texas.gov



thc.texas.gov

**ATTACHMENT 1: Mapping Exhibits**





**Project Extent**  
 Lat: 29.890545  
 Long: -93.986916

**Tract 1**  
 Lat: 29.86475  
 Long: -93.987693

**Tract 2**  
 Lat: 29.827189  
 Long: -93.97472

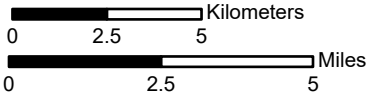
**Tract 3**  
 Lat: 29.773032  
 Long: -93.947025

**Project Extent**  
 Lat: 29.765255  
 Long: -93.877164

**Project Extent**  
 Lat: 29.682085  
 Long: -93.960503



- Permit Area
- County Boundary
- Environmental Survey Area



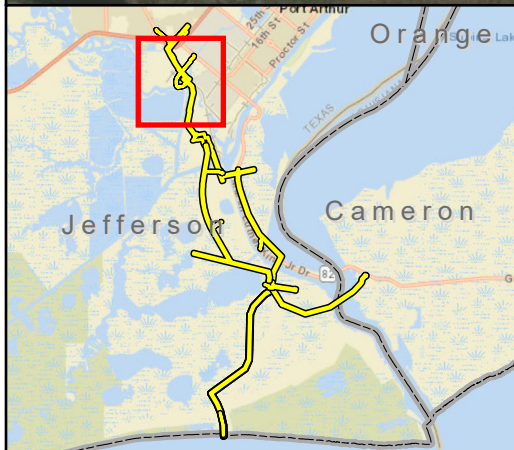
**Vicinity Map**  
 Bayou Bend CCS Project  
 Bayou Bend CCS LLC  
 Jefferson County, Texas &  
 Cameron Parish, Louisiana




Page 1 of 1	Scale: 1:200,000
NAD83 UTM Zone 15N m	Date: October, 2023





Tract 1  
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 Long: -93.987693

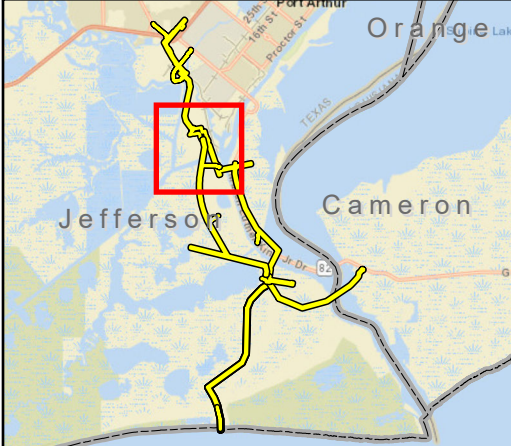





-  Project Centerline
-  Permit Area
-  Environmental Survey Area

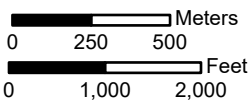


**Aerial Map**  
**Bayou Bend CCS Project**  
**Bayou Bend CCS LLC**  
**Jefferson County, Texas**

Page 1 of 3	Scale: 1:24,000
NAD83 UTM Zone 15N m	Date: October, 2023



-  Project Centerline
-  Permit Area
-  Environmental Survey Area

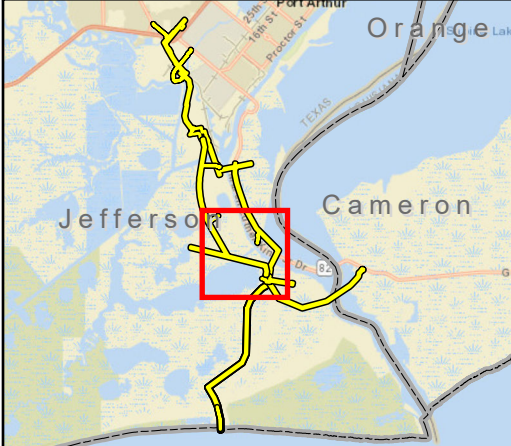





**Aerial Map**  
**Bayou Bend CCS Project**  
**Bayou Bend CCS LLC**  
**Jefferson County, Texas**

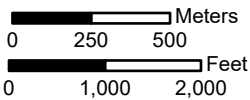
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NAD83 UTM Zone 15N m	Date: October, 2023



Tract 3  
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 Long: -93.947025

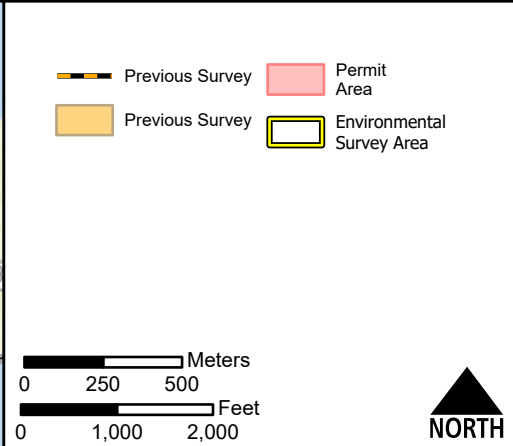
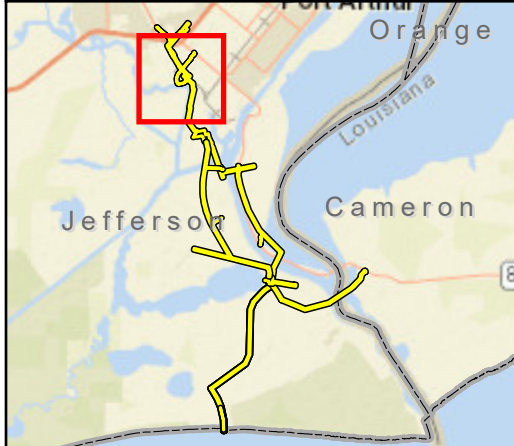
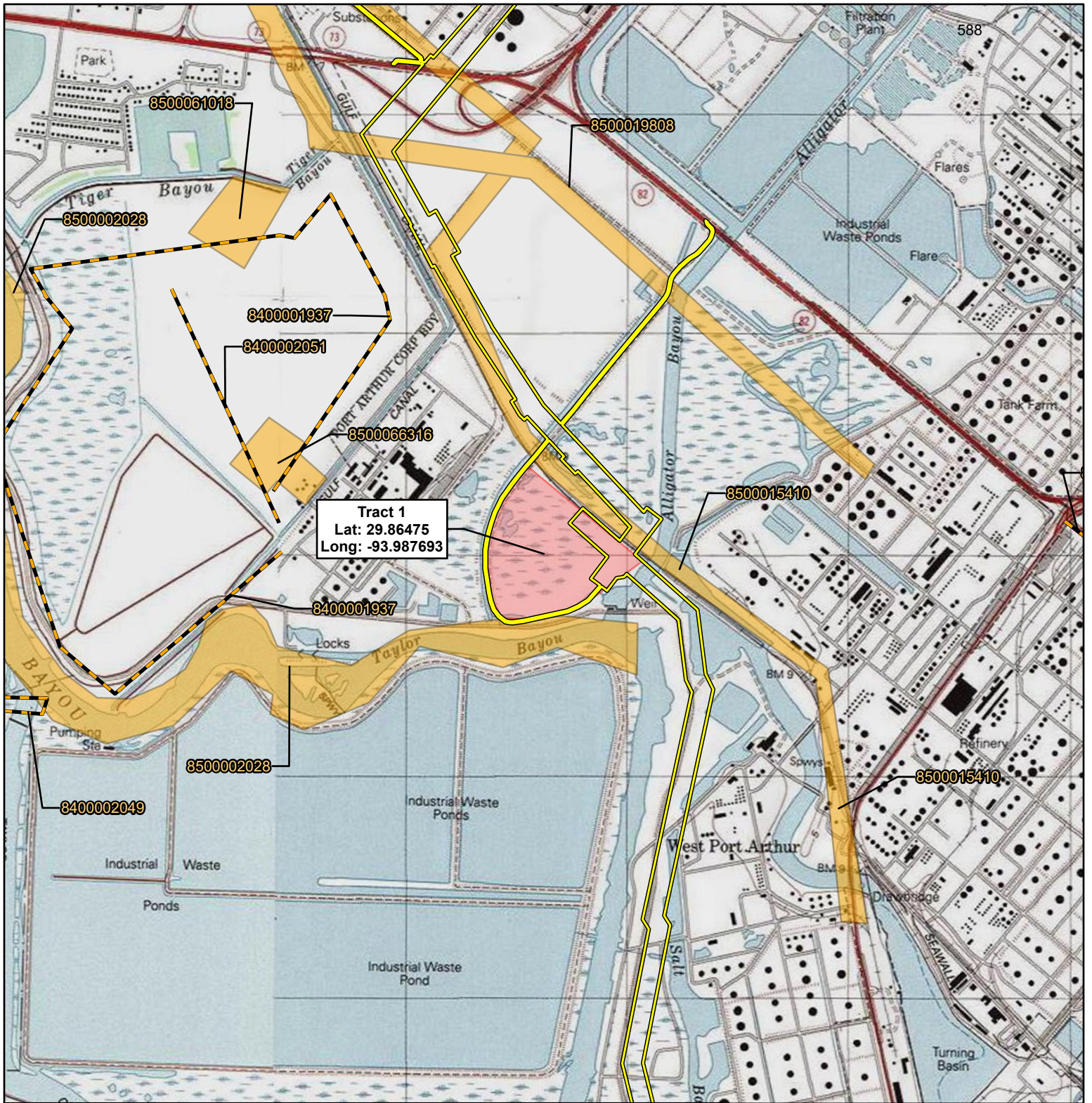



-  Project Centerline
-  Permit Area
-  Environmental Survey Area



**Aerial Map**  
**Bayou Bend CCS Project**  
**Bayou Bend CCS LLC**  
**Jefferson County, Texas**

Page 3 of 3	Scale: 1:24,000
NAD83 UTM Zone 15N m	Date: October, 2023

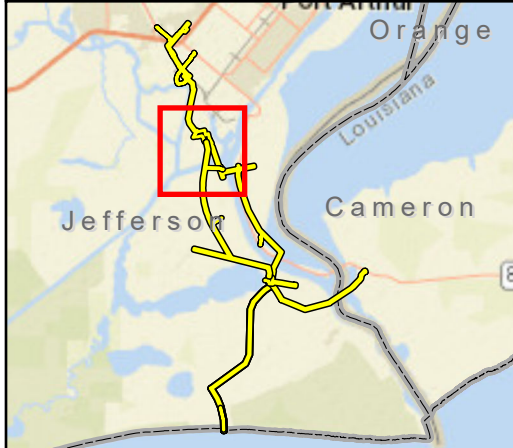
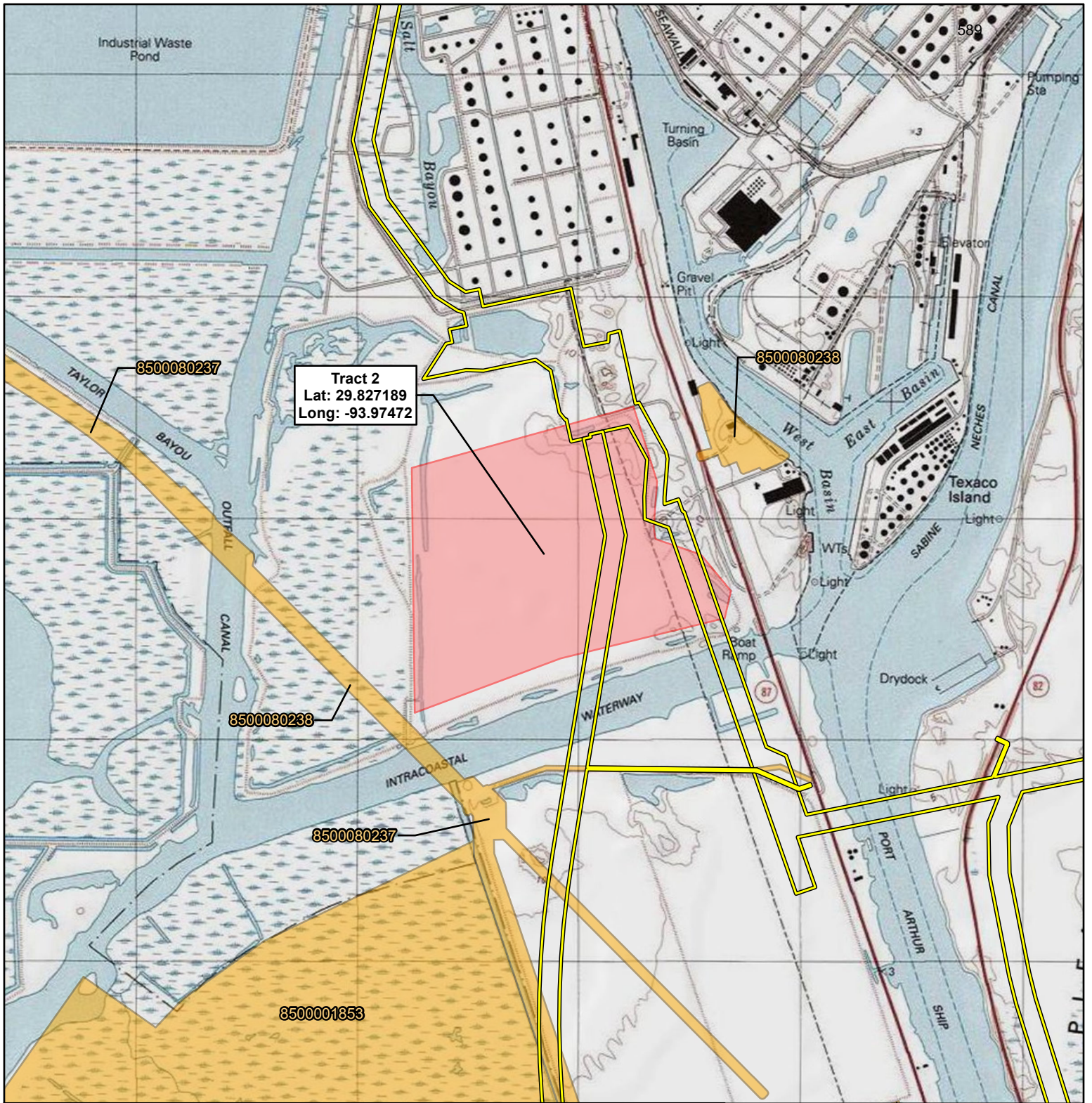



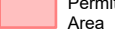
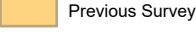



**PERENNIAL**

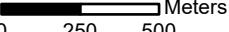
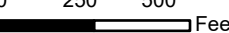
**Topographic Map**  
**Bayou Bend CCS Project**  
**Bayou Bend CCS LLC**  
**Jefferson County, Texas**

Page 1 of 3	Scale: 1:24,000
NAD83 UTM Zone 15N m	Date: October, 2023





	Previous Survey		Permit Area
	Previous Survey		Environmental Survey Area

	
0	250 500
	
0	1,000 2,000

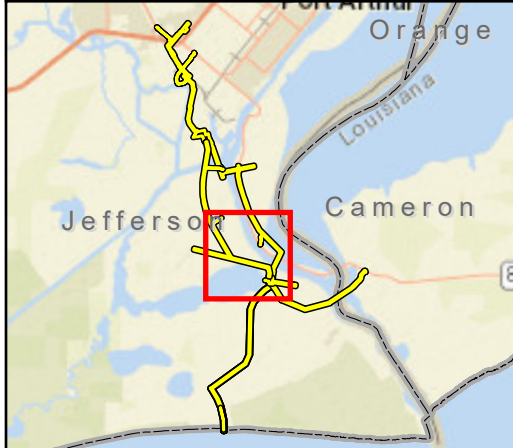
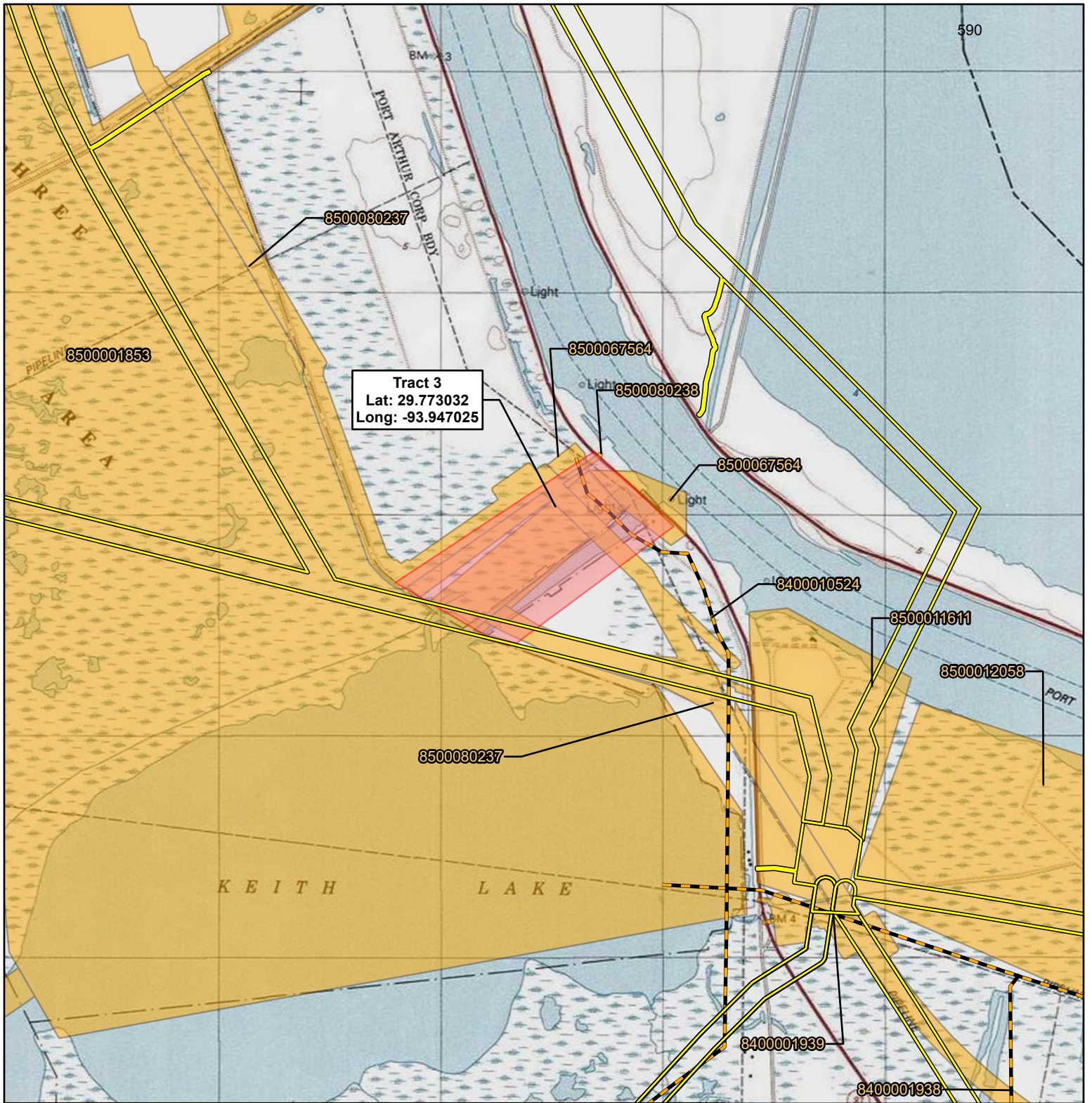
 NORTH







**PERENNIAL**

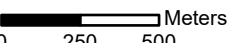
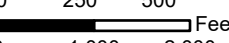
**Topographic Map**  
**Bayou Bend CCS Project**  
**Bayou Bend CCS LLC**  
**Jefferson County, Texas**

Page 2 of 3	Scale: 1:24,000
NAD83 UTM Zone 15N m	Date: October, 2023





	Previous Survey		Permit Area
	Previous Survey		Environmental Survey Area

	
0	250 500
	
0	1,000 2,000

  
**NORTH**



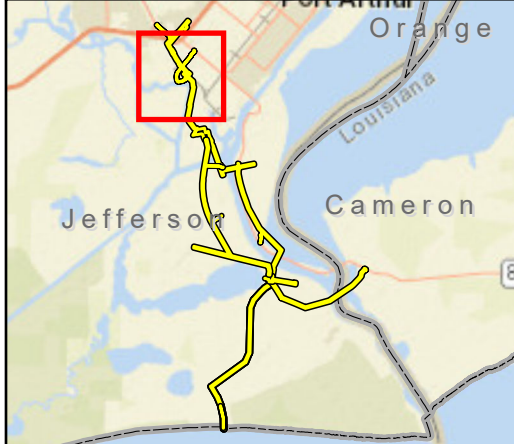
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**Topographic Map**  
**Bayou Bend CCS Project**  
**Bayou Bend CCS LLC**  
**Jefferson County, Texas**

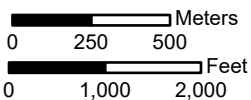
Page 3 of 3	Scale: 1:24,000
NAD83 UTM Zone 15N m	Date: October, 2023



Tract 1  
 Lat: 29.86475  
 Long: -93.987693

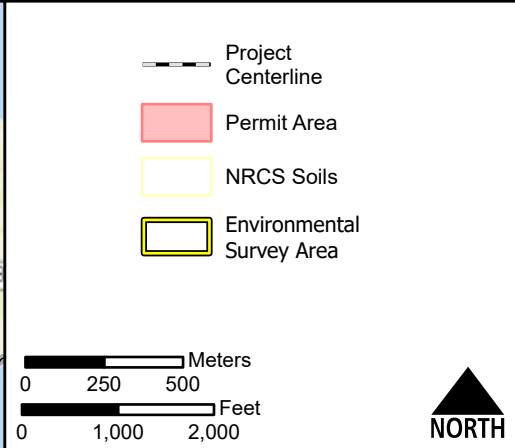
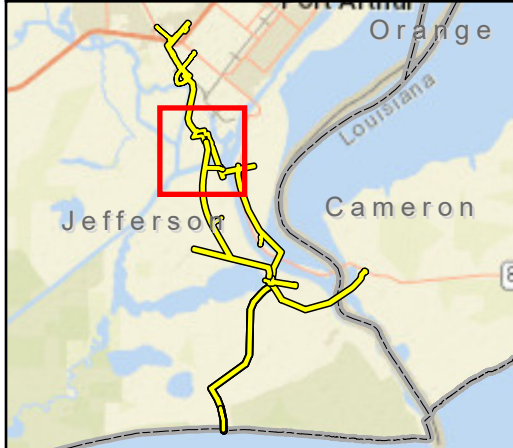
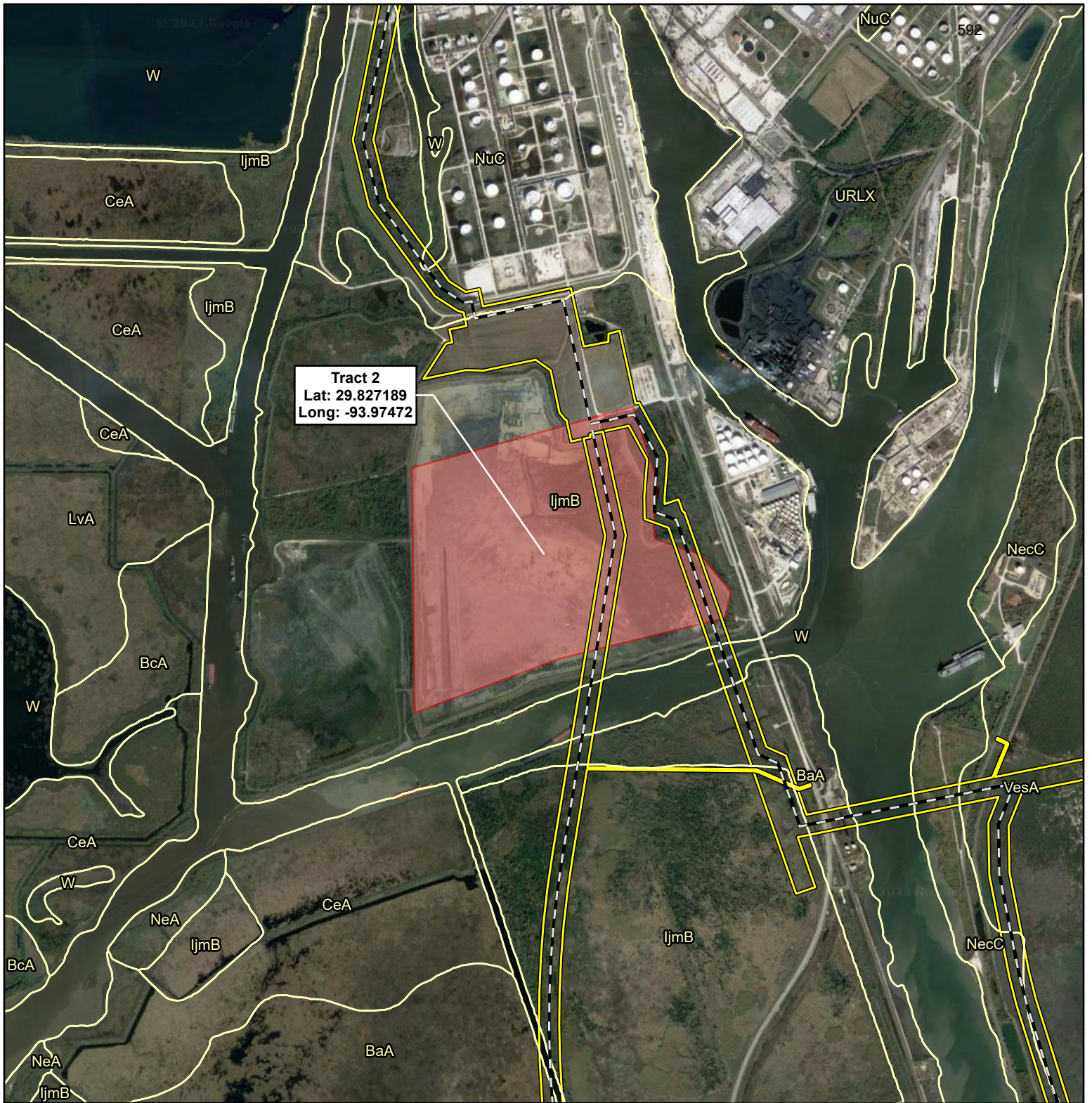



- Project Centerline
- Permit Area
- NRCS Soils
- Environmental Survey Area



**Soil Series Map**  
**Bayou Bend CCS Project**  
**Bayou Bend CCS LLC**  
**Jefferson County, Texas**

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NAD83 UTM Zone 15N m	Date: October, 2023





**PERENNIAL**

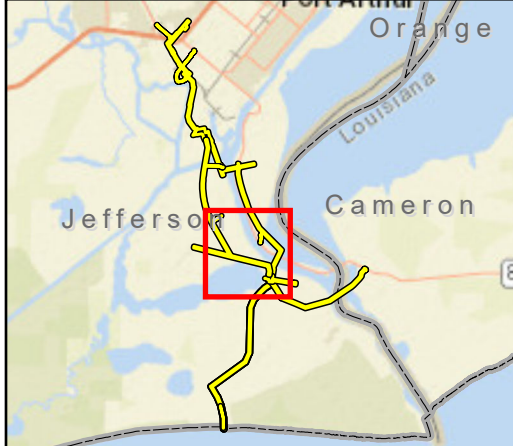
**Soil Series Map**  
**Bayou Bend CCS Project**  
**Bayou Bend CCS LLC**  
**Jefferson County, Texas**





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NAD83 UTM Zone 15N m	Date: October, 2023

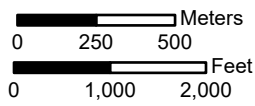




Tract 3  
 Lat: 29.773032  
 Long: -93.947025



-  Project Centerline
-  Permit Area
-  NRCS Soils
-  Environmental Survey Area



**Soil Series Map**  
**Bayou Bend CCS Project**  
**Bayou Bend CCS LLC**  
**Jefferson County, Texas**

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NAD83 UTM Zone 15N m	Date: October, 2023