SPECIAL, 6/30/2014 1:30:00 PM

BE IT REMEMBERED that on June 30, 2014, 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 (ABSENT)

Commissioner Eddie Arnold, Commissioner Pct. No. 1

Commissioner Brent Weaver, Commissioner Pct. No. 2

Commissioner Michael Sinegal, Commissioner Pct. No. 3

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

Honorable G. Mitch Woods, Sheriff

Honorable Carolyn L. Guidry , County Clerk

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

Jeff R. Branick, County Judge
Eddie Arnold, Commissioner, Precinct One
Brent A. Weaver, 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 June 30, 2014

Notice is hereby given that the Commissioners' Court of Jefferson County, Texas, willmeet at **1:30 PM,** on the **30th** day of **June 2014** at its regular meeting place in the Commissioner's Courtroom, 4th Floor, Jefferson County Courthouse, 1149 Pearl Street, Beaumont, Texas.

Said meeting will be a **Special** 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:

INVOCATION: Eddie Arnold, Commissioner, Precinct One

PLEDGE OF ALLEGIANCE: Brent A. Weaver, Commissioner, Precinct Two

PURCHASING:

1. Approve specifications for Request for Qualifications (RFQ 14-030/KJS) Grant Administration Services for TDA's Community Development Block Grant Program-Cheek Phase IV.

SEE ATTACHMENTS ON PAGES 11 - 11

Motion by: Commissioner Sinegal
Second by: Commissioner Weaver
In favor: Commissioner Arnold, Commissioner Weaver, Commissioner Sinegal, Commissioner Alfred
Action: APPROVED

2. Approve specifications for Invitations for Bid (IFB 14-018/KJS) Jefferson County New Health Clinic- (TDRA- Round I Disaster Project now Funded by GLO).

SEE ATTACHMENTS ON PAGES 12 - 12

Motion by: Commissioner Sinegal
Second by: Commissioner Weaver
In favor: Commissioner Arnold, Commissioner Weaver, Commissioner Sinegal, Commissioner Alfred
Action: APPROVED

3. Receive and file bids for (IFB 14-015/JW), Term Contract for Aviation Fuel for Jack Brooks Regional Airport.

SEE ATTACHMENTS ON PAGES 13 - 283

Motion by: Commissioner Sinegal
Second by: Commissioner Weaver
In favor: Commissioner Arnold, Commissioner Weaver, Commissioner Sinegal, Commissioner Alfred
Action: APPROVED

4. Receive and file bids for (IFB 14-016/JW), Term Contract for Pest Control Service for Jefferson County.

SEE ATTACHMENTS ON PAGES 284 - 342

Motion by: Commissioner Sinegal
Second by: Commissioner Weaver
In favor: Commissioner Arnold, Commissioner Weaver, Commissioner Sinegal, Commissioner Alfred
Action: APPROVED

5. Receive and file bids for (IFB 14-013/JW), Term Contract for Temporary Canteen (Meal Catering) Disaster/Emergency for Jefferson County.

SEE ATTACHMENTS ON PAGES 343 - 384

Motion by: Commissioner Sinegal
Second by: Commissioner Weaver
In favor: Commissioner Arnold, Commissioner Weaver, Commissioner Sinegal, Commissioner Alfred
Action: APPROVED

6. Reject all bids for (IFB 14-014/JW), Gulf Coast RV Park Pavement Repair.

Motion by: Commissioner Sinegal
Second by: Commissioner Weaver
In favor: Commissioner Arnold, Commissioner Weaver, Commissioner Sinegal, Commissioner Alfred
Action: APPROVED

7. Consider and approve award, execute, receive and file Acceptance of Offer for (IFB 14-016/JW), Term Contract for Pest Control Service for Jefferson County with Aattaboy Termite & Pest Control, as shown on Attachment A.

SEE ATTACHMENTS ON PAGES 385 - 390

Motion by: Commissioner Sinegal
Second by: Commissioner Weaver
In favor: Commissioner Arnold, Commissioner Weaver, Commissioner Sinegal, Commissioner Alfred
Action: APPROVED

8. Consider and approve, execute, receive and file a renewal for (IFB 10-044/KJS), Term Contract for HVAC Capital Equipment, Services, and Supplies for Jefferson County Disaster Relief with Alliance Mechanical Services for a fourth additional (1) one year renewal from July 30, 2014 to July 29, 2015.

SEE ATTACHMENTS ON PAGES 391 - 391

Motion by: Commissioner Sinegal
Second by: Commissioner Weaver
In favor: Commissioner Arnold, Commissioner Weaver, Commissioner Sinegal, Commissioner Alfred
Action: APPROVED

9. Consider and approve, execute, receive and file a renewal for (IFB 13-009/KJS), On Call Court Reporting and Transcription with Jan Girouard & Associates for the first additional (1) one year renewal from August 11, 2014 to August 10, 2015.

SEE ATTACHMENTS ON PAGES 392 - 392

Motion by: Commissioner Sinegal
Second by: Commissioner Weaver
In favor: Commissioner Arnold, Commissioner Weaver, Commissioner Sinegal, Commissioner Alfred
Action: APPROVED

10. Consider and approve, execute, receive and file a renewal for (IFB 11-029/AW), Term Contract for Sheriff's Department (Jefferson County) Law Enforcement Equipment and Uniforms with Lone Star Uniforms, Inc. and Texas Code Blue, LLC. for a third additional (1) one year renewal from August 19, 2014 to August 18, 2015. Proposed price increases are shown on Attachment B. The price increases are due to increases manufacturer costs.

SEE ATTACHMENTS ON PAGES 393 - 396

Motion by: Commissioner Sinegal
Second by: Commissioner Weaver
In favor: Commissioner Arnold, Commissioner Weaver, Commissioner Sinegal, Commissioner Alfred
Action: APPROVED

11. Rescind Professional Services Agreement (PROF 14-023/KJS) with Jefferson County and Griffith Moseley Johnson & Associates for Grant Administration Services for TDA's Community Development Block Grant Program-Cheek Phase IV, in accordance with (RFQ 11-053/KJS) Grant Administration and Management for Jefferson County.

Motion by: Commissioner Sinegal
Second by: Commissioner Weaver
In favor: Commissioner Arnold, Commissioner Weaver, Commissioner Sinegal, Commissioner Alfred
Action: APPROVED

ADDENDUMS

12. Consider and approve, execute, receive and file Change Order No. 3 for (IFB 13-006/KJS), Cheek Community Sewer Improvements – Cheek Phase III, with T. Johnson Industries for a net increase of 1 day, bringing the total contracted days to 191 days.

SEE ATTACHMENTS ON PAGES 397 - 398

Motion by: Commissioner Sinegal
Second by: Commissioner Weaver
In favor: Commissioner Arnold, Commissioner Weaver, Commissioner Sinegal, Commissioner Alfred
Action: APPROVED

13. Considera nd approve, execute, receive and file Change Order No. 4 for (IFB 13-006/KJS), Cheek Community Sewer Improvements – Cheek Phase III, with T. Johnson Industries for a net increase of 4 days, bringing the total contracted days to 195 days.

SEE ATTACHMENTS ON PAGES 399 - 400

Motion by: Commissioner Sinegal
Second by: Commissioner Weaver
In favor: Commissioner Arnold, Commissioner Weaver, Commissioner Sinegal, Commissioner Alfred
Action: APPROVED

14. Consider and approve, execute, receive and file Change Order No. 5 for (IFB 13-006/KJS), Cheek Community Sewer Improvements – Cheek Phase III, with T. Johnson Industries for a net decrease of $1575.31, bringing the total contracted priceto $228,240.31. The change is for adjustment of actual quantities used at the respective unit prices set forth in the contract.

SEE ATTACHMENTS ON PAGES 401 - 403

Motion by: Commissioner Sinegal
Second by: Commissioner Weaver
In favor: Commissioner Arnold, Commissioner Weaver, Commissioner Sinegal, Commissioner Alfred
Action: APPROVED

15. Receive and file a certificate of Completion for Contract (IFB 13-006/KJS), Cheek Community Sewer Improvements – Cheek Phase III, with T. Johnson Industries.

SEE ATTACHMENTS ON PAGES 404 - 404

Motion by: Commissioner Sinegal
Second by: Commissioner Weaver
In favor: Commissioner Arnold, Commissioner Weaver, Commissioner Sinegal, Commissioner Alfred
Action: APPROVED

COUNTY AUDITOR:

16. Consider and approve budget transfer - Road & Bridge, Precinct 4 - additional cost for road materials.

114-0402-431-3001	ASPHALT	$60,000.00	
114-0402-431-1028	LABORERS		$37,500.00
114-0402-431-2001	F.I.C.A. EXPENSE		$8,000.00
114-0402-431-2002	EMPLOYEES' RETIREMENT		$7,000.00
114-0402-431-2003	EMPLOYEES' INSURANCE		$7,500.00

SEE ATTACHMENTS ON PAGES 405 - 405

Motion by: Commissioner Arnold
Second by: Commissioner Weaver
In favor: Commissioner Arnold, Commissioner Weaver, Commissioner Sinegal, Commissioner Alfred
Action: APPROVED

17. Consider and approve budget transfer - Parks & Recreation - additional cost for extra help.

116-0606-452-1005	EXTRA HELP	$4,000.00	
116-0606-452-5077	CONTRACTUAL SERVICE		$4,000.00

SEE ATTACHMENTS ON PAGES 406 - 406

Motion by: Commissioner Arnold
Second by: Commissioner Weaver
In favor: Commissioner Arnold, Commissioner Weaver, Commissioner Sinegal, Commissioner Alfred
Action: APPROVED

18. Consider and approve budget transfer - Constable, Precinct 6 - additional cost for travel.

120-3070-425-5062	TRAVEL EXPENSE	$400.00	

120-3070-425-4052	POSTAGE		$400.00

SEE ATTACHMENTS ON PAGES 407 - 407

Motion by: Commissioner Arnold
Second by: Commissioner Weaver
In favor: Commissioner Arnold, Commissioner Weaver, Commissioner Sinegal, Commissioner Alfred
Action: APPROVED

19. Consider and approve budget transfer - Airport - additional cost.

510-7091-463-1099	TERMINATION ALLOWANCE	$2,437.00	
510-7091-463-3044	JANITOR SUPPLIES	$4,500.00	
510-7091-463-3084	MINOR EQUIPMENT		$6,937.00

SEE ATTACHMENTS ON PAGES 408 - 408

Motion by: Commissioner Arnold
Second by: Commissioner Weaver
In favor: Commissioner Arnold, Commissioner Weaver, Commissioner Sinegal, Commissioner Alfred
Action: APPROVED

20. Consider and approve Funding Agreement and Resolution supporting the Texas Historical Commission Grant of $450,000 for Jefferson County Courthouse Restoration Project.

SEE ATTACHMENTS ON PAGES 409 - 423

Motion by: Commissioner Arnold
Second by: Commissioner Weaver
In favor: Commissioner Arnold, Commissioner Weaver, Commissioner Sinegal, Commissioner Alfred
Action: APPROVED

21. Regular County Bills - check #395274 through check #395452.

SEE ATTACHMENTS ON PAGES 424 - 431

Motion by: Commissioner Arnold
Second by: Commissioner Weaver
In favor: Commissioner Arnold, Commissioner Weaver, Commissioner Sinegal, Commissioner Alfred
Action: APPROVED

COUNTY CLERK:

22. Consider and possibly approve countywide Election Day polling locations for the November 4, 2014, General Election.

SEE ATTACHMENTS ON PAGES 432 - 432

Motion by: Commissioner Weaver
Second by: Commissioner Arnold
In favor: Commissioner Arnold, Commissioner Weaver, Commissioner Sinegal, Commissioner Alfred
Action: APPROVED

COUNTY COMMISSIONERS:

23. Receive and file executed Tax Abatement Agreement between Jefferson County and Oil Tanking Beaumont Partners LLP pursuant to Sec.312.201 (d), Texas Tax Code.

SEE ATTACHMENTS ON PAGES 433 - 485

Motion by: Commissioner Weaver
Second by: Commissioner Sinegal
In favor: Commissioner Arnold, Commissioner Weaver, Commissioner Sinegal, Commissioner Alfred
Action: APPROVED

24. Receive and file Annual Road Report's of Jefferson County Precinct No.1 and Precinct No. 3 pursuant to Section 251.005, Texas Transportation Code and file a copy of same with the Grand Jury.

SEE ATTACHMENTS ON PAGES 486 - 488

Motion by: Commissioner Weaver
Second by: Commissioner Sinegal
In favor: Commissioner Arnold, Commissioner Weaver, Commissioner Sinegal, Commissioner Alfred
Action: APPROVED

25. Consider and possibly adopt a Resolution opposing (EPA) Expansion of Federal Control Under Clean Water Act.

SEE ATTACHMENTS ON PAGES 489 - 491

Motion by: Commissioner Weaver
Second by: Commissioner Sinegal
In favor: Commissioner Arnold, Commissioner Weaver, Commissioner Sinegal, Commissioner Alfred
Action: APPROVED

26. Consider and approve contract Amendment with Texas Department of Agriculture Contract # 711281 for a reduction in beneficiaries from 15 to 11.

Motion by: Commissioner Weaver
Second by: Commissioner Sinegal
In favor: Commissioner Arnold, Commissioner Weaver, Commissioner Sinegal, Commissioner Alfred
Action: APPROVED

_____

Jeff R. Branick
County Judge

JEFFERSON COUNTY PURCHASING DEPARTMENT
Deborah L. Clark, Purchasing Agent

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

June 30, 2014

Request for Statements of Qualification (RFQ 14-030/KJS)
Grant Administration and Management Services for TDA's Community Development Block Grant Program Cheek Phase IV

Dear Vendors:

You are invited to submit a statement of qualifications in accordance with the attached document, RFQ 14-030/KJS, Grant Administration and Management Services for TDA's Community Development Block Grant Program Cheek Phase IV. Jefferson County is requesting statements of qualifications from qualified firms to provide professional administration and management services.

All interested individuals and firms should obtain a "Request for Qualifications" packet from the Jefferson County Purchasing Department web site at www.co.jefferson.tx.us.

All submittals shall be evaluated by a Review/Selection Committee. The Review/Selection Committee will evaluate submissions to this request and select the firm most qualified, responsive and experienced.

One (1) original and five (5) copies of the Statement of Qualifications shall be submitted in a sealed envelope bearing the name of the proposer, and the address as well as the title of the RFQ: **Grant Administration and Management Services for TDA's Community Development Block Grant Program Cheek Phase IV.** Responses will be received by the Jefferson County Purchasing Department no later than **July 22, 2014 at 11:00 AM.** Address your Proposal to Jefferson County Purchasing Department, Deborah L. Clark, Purchasing Agent, 1149 Pearl Street, 1st Floor, Beaumont, Texas 77701. Responses will be opened at that time and only the names of responding firms will be read aloud.

Statements of Qualifications received after that time will be considered late and will be returned unopened. Inquires shall be directed in writing to: Karen J. Stewart, MBA, Assistant Purchasing Agent via fax 409-835-8456 or e-mail ksmith@co.jefferson.tx.us.

Jefferson County encourages Disadvantaged Business Enterprises 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 409-835-8593 to make arrangements no later than seven (7) calendar days prior to the submittal deadline. Jefferson County reserves the right to accept or reject any or all proposals, to waive technicalities and to take whatever action is in the best interest of Jefferson County.

We look forward to your active participation in this solicitation.

Sincerely,

Deborah Clark
Purchasing Agent

Published: Beaumont Enterprise and Port Arthur News: July 2nd and 9th, 2014

JEFFERSON COUNTY PURCHASING DEPARTMENT
Deborah L. Clark, Purchasing Agent

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

June 30, 2014
Legal Notice

Dear Bidders:

You are invited to submit lump sum bids in accordance with specifications packet, Invitation for Bid (IFB 14-018/KJS) Jefferson County New Health Clinic- (TDRA- Round I Disaster Project Now Funded by GLO) All bids must be submitted with an original and three (3) copies to the Jefferson County Purchasing Agent, 1149 Pearl Street, 1st Floor, Beaumont, Texas 77701, no later than 11:00 AM, Tuesday, **July 29, 2014**. Bids will be publicly opened and read at that time.

Specifications and plans for this project may be obtained from the website, http://www.co.jefferson.tx.us, under Purchasing/Notice for Bids, by calling (409) 835-8593, or on a Disc for a non-refundable fee of $25.00 from Chica and Associates, Inc., 505 Orleans St., Suite 106 Beaumont, Texas 77701. Contact Robert Balfour at (409) 833-4343. Any questions relating to these requirements should be directed to Karen J. Smith, MBA, Assistant Purchasing Agent, at 409-835-8593.

A Mandatory Pre-Bid Conference will be held on July 15, 2014 at 9:00 AM CST. The conference will be held in the Jefferson County Engineering Department Conference Room located on the fifth floor of the Jefferson County Courthouse, 1149 Pearl Street, Beaumont, Texas 77701.

The County shall require the bidder to furnish a bid security in the amount of five percent (5%) of the total contract cost. The bid bond must be executed with a surety company authorized to do business in the State of Texas. Within ten (10) days after the date of the signing of a contract, the bidder shall furnish a performance bond to the County for the full amount of the contract, if the contract exceeds one hundred thousand dollars ($100,000). If the contract is for one hundred thousand dollars ($100,000) or less, the County may provide that no money be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County.

All Bids shall be submitted to the Jefferson County Purchasing Agent in a sealed envelope marked:

BID NAME:	**Jefferson County New Health Clinic- (TDRA- Round I Disaster Project Now Funded by GLO)**
BID NO:	**14-018/KJS**
DUE DATE/TIME:	**11:00 AM, July 29, 2014**
MAIL OR DELIVER TO:	**Jefferson County Purchasing Department** **1149 Pearl Street, 1st Floor** **Beaumont, TX 77701**

Sincerely,

Deborah L. Clark
Jefferson County
Purchasing Agent

Publish: Beaumont Enterprise and Port Arthur News July 2 and July, 9, 2014

JEFFERSON COUNTY, TEXAS
PURCHASING DEPARTMENT
1149 Pearl Street – First Floor
Beaumont, Texas 77701
409-835-8593

ADDENDUM TO IFB

IFB Number: 14-015/JW

IFB Title: Term Contract for Aviation Fuel for Jack Brooks Regional Airport

IFB Due: **11:00 am CST, Tuesday, June 24, 2014**

Addendum No.: 1

Issued (Date): June 4, 2014

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 proposals to have been proffered in recognition and consideration of the entire IFB 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 proposal.** If the Proposal 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 Opening Date and Time, as stated above.

Reason for Issuance of this addendum: Revision to Section 4.2 Contract Agreement (Page 9) / Clarification of Contract Term

4.2 Contract Agreement. Once a contract is awarded, the unit prices offered by the successful bidder shall remain firm for the term of the contract. Contract shall ~~commence on date of award and,~~ be for a period of three (3) years from August 1, 2014 through July 31, 2015. ~~upon agreement between vendor(s) and Jefferson County, may be renewed annually for up to four (4) additional years.~~

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 Bidder:

ATTEST:

Witness

Witness

Approved by ____ Date: _____

Authorized Signature (Bidder)

Senior Vice President
Title of Person Signing Above

Ascent Aviation Group, Inc
Typed Name of Business or Individual

One Mill St, Parish, NY 13131
Address

JEFFERSON COUNTY, TEXAS
PURCHASING DEPARTMENT
1149 Pearl Street – First Floor
Beaumont, Texas 77701
409-835-8593

ADDENDUM TO IFB

IFB Number: 14-015/JW

IFB Title: Term Contract for Aviation Fuel for Jack Brooks Regional Airport

IFB Due: **11:00 am CST, Tuesday, June 24, 2014**

Addendum No.: 2

Issued (Date): June 5, 2014

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 proposals to have been proffered in recognition and consideration of the entire IFB 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 proposal.** If the Proposal 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 Opening Date and Time, as stated above.

Reason for Issuance of this addendum: Revised Bid Form (Attached)

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 Bidder:

ATTEST:

Witness

Witness

Approved by ____ Date: _____

Authorized Signature (Bidder)

Senior Vice President
Title of Person Signing Above

Ascent Aviation Group, Inc
Typed Name of Business or Individual

One Mill St, Parish, NY 13131
Address

JEFFERSON COUNTY, TEXAS
PURCHASING DEPARTMENT

1149 Pearl Street – First Floor
Beaumont, Texas 77701
409-835-8593

ADDENDUM TO IFB

IFB Number: 14-015/JW

IFB Title: Term Contract for Aviation Fuel for Jack Brooks Regional Airport

IFB Due: **11:00 am CST, Tuesday, June 24, 2014**

Addendum No.: 3

Issued (Date): June 11, 2014

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 proposals to have been proffered in recognition and consideration of the entire IFB 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 proposal.** If the Proposal 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 Opening Date and Time, as stated above.

Reason for Issuance of this addendum: Revised Bid Form (Attached)

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 Bidder:

ATTEST:

Witness

Witness

Approved by ____ Date: _____

Authorized Signature (Bidder)

Senior Vice President
Title of Person Signing Above

Ascent Aviation Group, Inc
Typed Name of Business or Individual

One Mill St., Parish, NY 13131
Address

JEFFERSON COUNTY PURCHASING DEPARTMENT

Deborah L. Clark, Purchasing Agent

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

LEGAL NOTICE
Advertisement for Invitation for Bids

June 2, 2014

Notice is hereby given that sealed bids will be accepted by the Jefferson County Purchasing Department for IFB 14-015/JW, Term Contract for Aviation Fuel for Jack Brooks Regional Airport. **Specifications for this project may be obtained from the Jefferson County website, http://www.co.jefferson. tx.us, 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. 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 Commissioners' Courtroom 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 NO:	**IFB 14-015/JW**
DUE DATE/TIME:	**11:00 AM CST, Tuesday, June 24, 2014**
MAIL OR DELIVER TO:	**Jefferson County Purchasing Department 1149 Pearl Street, 1st Floor Beaumont, Texas 77701**

Any questions relating to these requirements should be directed to Jamey West, Contract Specialist, at 409-835-8593.

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

RESPONDENTS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE INVITATION.

Deborah L. Clark
Purchasing Agent
Jefferson County, Texas

Publish: Beaumont Enterprise & Port Arthur News – June 4th and June 11th, 2014

IFB 14-015/JW
Term Contract for Aviation Fuel for Jack Brooks Regional Airport
Bids due: 11:00 AM CST, Tuesday, June 24, 2014

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BIDDER IS RESPONSIBLE FOR RETURNING ALL REQUIRED PAGES (MARKED WITH AN "X" ABOVE) WITH THE BID. ADDITIONALLY, BIDDER MUST MONITOR THE PURCHASING WEB SITE (HTTP://WWW.CO.JEFFERSON.TX.US/PURCHASING/MAIN.HTM) TO SEE IF ADDENDA OR ADDITIONAL INSTRUCTIONS HAVE BEEN POSTED. FAILURE TO RETURN ALL REQUIRED FORMS COULD RESULT IN A BID BEING DECLARED AS NON-RESPONSIVE.

Instructions to Bidders

1. Bid Submission

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

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

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.

All bids shall be tightly sealed in an opaque envelope and plainly marked with the Bid Number, Bid Name, Due Date, and the bidder's name and address; and shall be addressed to the Purchasing Agent.

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

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

2. Courthouse Security

Bidders are advised that all visitors to the Courthouse must pass through Security. **Bidders planning to hand deliver bids 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. Bidders are strongly urged to plan accordingly.

3. Preparation of Bids

The bid shall be legibly printed in ink or typed.

If a unit price or extension already entered is to be altered, it shall be crossed out and initialed in ink by the bidder.

The bid shall be legally signed and shall include the complete address of the bidder.

Jefferson County is exempt from Federal and State Sales Taxes, and such taxes shall not be included in bid prices.

4. Signatures

All bids, notifications, claims, and statements must be signed by an individual authorized to bind the bidder. The individual signing certifies, under penalty of perjury, that he or she has the legal authorization to bind the bidder.

5. County Holidays – 2014:

January 1	Wednesday	New Year's Day
January 20	Monday	Martin Luther King, Jr. Day
February 17	Monday	President's Day
April 18	Friday	Good Friday
May 26	Monday	Memorial Day
July 4	Friday	Independence Day
September 1	Monday	Labor Day
November 11	Tuesday	Veterans Day
November 27-28	Thursday-Friday	Thanksgiving
December 25-26	Thursday-Friday	Christmas

6. 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.

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 nonconformity in the offer, as determined by Jefferson County, shall be deemed non-responsive and the offer rejected.

In evaluating bids, Jefferson County shall consider the qualifications of the bidders, and, where applicable, operating costs, delivery time, maintenance requirements, performance data, and guarantees of materials and equipment. In addition, Jefferson County may conduct such investigation as it deems necessary to assist in the evaluation of a bid and to establish the responsibility, qualifications, and financial ability of the bidders to fulfill the contract.

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

8. Contract

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

9. Waiver of Subrogation

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

10. Fiscal Funding

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

11. Bid Results

Bid results are not provided in response to telephone inquiries. A preliminary tabulation of bids received will be posted on the Purchasing web page (http://co.jefferson.tx.us/ purchasing/main.htm) 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 and/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-Women Business Enterprise Participation

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

General Terms and 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 Bids Prior to Bid 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 Bids after Bid 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 accept or reject in part or in whole any bid submitted, and to waive any technicalities or informalities for the best interest of the County. 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 Proprietary Data. Bidder may, by written request, indicate as confidential any portion(s) of a bid that contain proprietary information, including manufacturing and/or design processes exclusive to the vendor. Jefferson County will protect from public disclosure such portions of a bid, unless directed otherwise by legal authority, including existing Open Records Acts.

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 working hours of 8:00 a.m. to 4:00 p.m., 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 Contract Agreement. Once a contract is awarded, the unit prices offered by the successful bidder shall remain firm for the term of the contract. Contract shall commence on date of award and, upon agreement between vendor(s) and Jefferson County, may be renewed annually for up to four (4) additional years.

4.3 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.

4.4 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.

4.5 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.

4.6 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.

4.7 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.

4.8 Interest by Public Officials. No public official shall have interest in this contract, in accordance with Texas Local Government Code.

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.

Special Requirements/Instructions

The following requirements and instructions supersede General Requirements where applicable.

1. Bid Requirement

Each bidder shall insure that all parts of the bid are **completed and returned.** The Table of Contents indicates specifically which pages need to be returned; these pages shall constitute the vendor's bid. Vendor shall use an opaque envelope, clearly indicating on the outside the **Bid Number, Bid Description, and marked "SEALED BID".** Jefferson County shall not be responsible for any effort or cost expended in the preparation of a response to this IFB. All protests should be coordinated through the Purchasing Office prior to award recommendation to Commissioners' Court. **Bidders shall submit one (1) original and two (2) copies of the bid.**

2. Multiple Vendor Award

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

3. 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.

4. 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).

5. 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.

6. Insurance

The contractor (including any and all subcontractors as defined in Section 7.1.3 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.

Contractor shall furnish Jefferson County with Certificate of Insurance naming Jefferson County as additional insured.

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

Minimum Insurance Requirements

Public Liability	$1,000,000.00
Excess Liability	$1,000,000.00
Property Insurance	Improvements & Betterments
Workers' Compensation	Statutory Coverage (see attached)

7. Workers' Compensation Insurance

7.1 Definitions:

7.1.1 **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.

7.1.2 **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.

7.1.3 **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.

7.2 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.

7.3 The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract – refer to Section 6 above.

7.4 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.

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

7.5.1 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

7.5.2 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.

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

7.7 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.

7.8 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.

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

7.9.1 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.

7.9.2 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.

7.9.3 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.

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

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

7.9.4.2 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.

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

7.9.6 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

7.9.7 Contractually require each person with whom it contracts to perform as required by paragraphs 7.1. – 7.7., with the certificates of coverage to be provided to the person for whom they are providing services.

7.10 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.

7.11 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.

Minimum Specifications

The following requirements and specifications supersede General Requirements where applicable. Contact Jamey West, Contract Specialist (e-mail: jwest@co.jefferson.tx.us ; phone: 409-835-8593), regarding any questions or comments. Please reference bid number 14-015/JW.

Objective

Jefferson County seeks a contractor to provide aviation fuel for the Jack Brooks Regional Airport.

Scope

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 August 1, 2014 through July 31, 2015.**

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 (arupp@co.jefferson.tx.us) or faxed (409-722-2830) to the attention of Alex Rupp, Airport Director.

All price changes will be emailed to Alex Rupp, Airport Director at **arupp@co.jefferson.tx.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, Nederland, Texas, with delivery and unloading charges prepaid. Bidder bears freight charges.

Jefferson County is subject to taxes and fees as follows:

Tax or Fee	AV Gas Low Lead 100	Jet A
Federal Gas Tax	$0.19790	$.24590
Total Tax/Fee per Gallon	**$0.19790**	**$.24590**

Include state fees and federal taxes totaling $0.19790 per gallon on AV Gas Low Lead 100 and federal taxes of $0.24590 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 53,000 gallons of AV Gas Low Lead 100 and 750,000 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 card 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 offering FAR part 139 training, or other training and seminars should attach such offers to their bid, including approximate costs.

Refueler

Bid shall include provision of a 3,000 gallon Jet A refueler truck, including full maintenance coverage except for tires and batteries. 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 if unable to drive 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:

- Stainless Steel Tanks
- Single Point Delivery
- Overflow Protection
- 240 GPM Singlepoint Nozzle
- Two (2) 75 GPM Overwing Nozzle fuel Flow Capability
- Brake Interlock
- Automatic Transmission
- Automatic Prist Injection
- Compliance With All ATA 103 Regulation

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.

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
Company Name

One Mill St
Address

Parish NY 13131
City State Zip

Signature of Person Authorized to Sign

Richard D. McMichael
Printed Name

Senior Vice President
Title

For clarification of this offer, contact:

Richard D. McMichael
Name

305-428-8243 866-237-1080
Phone Fax

MMcmichael@wfscorp.com
E-mail

Bidder Shall Return Completed Form with Offer.

Acceptance of Offer

The Offer is hereby accepted for the following items: Term Contract for Aviation Fuel for Jack Brooks Regional Airport. Contract Term: Three (3) Years from August 1, 2014 through July 31, 2015.

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. 14-015/JW, 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

Date

ATTEST:

Carolyn L. Guidry
County Clerk

Date

Bidder Shall Return Completed Form with Offer.

Revised Bid Form - Addendum 3

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.

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

Item 1.

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.

Estimated Quantity	Description		Unit Price per Gallon	Estimated Total Price per Year
~~48,000~~ **53,000** gallons	AV Gas Low Lead 100		$3.90458	$206,942.74
	Platts Reference Price for ~~07-12-2011~~ **05-13-2014**	$2.99868		
	Bidder's Markup	$.9059	Includes Frt & Surcharge	
	Taxes/Fees per Gallon	$0.19790	Includes TX Delivery Fee	
	Unit Price per Gallon (price, bidder's markup, and taxes/fees per gallon)		$4.10248	$217,431.44
	Texas Delivery Fee (per delivery)		$ N/A	$ N/A

Item 2.

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.

Estimated Quantity	Description		Unit Price per Gallon	Estimated Total Price per Year
~~440,000~~ **750,000** gallons	Jet A		$3.024294	$2,268,220.50
	Platts Reference Price for ~~07-12-2011~~ **05-13-2014**	$2.84556		
	Bidder's Markup	$.178734	Includes Frt & Surcharge	
	Taxes/Fees per Gallon	$0.24590		
	Unit Price per Gallon (price, bidder's markup, and taxes/fees per gallon)		$3.270194	$2,452,645.50
	Texas Delivery Fee (per delivery)		$ N/A	$N/A

Name of Company: Ascent Aviation Group, Inc

Revised Bid Form (Continued)

Credit Cards honored and service fees:

P66 Aviation	0 %	American Express	3.25%
P66 Co-Branded Avcard	0 %	Avcard	1.95%
Visa/MC Qualified	2.25%	Aircard(Retail)	3.75%
Visa/MC Unqualified	2.25%	MultiService	3.50%
Discover	2.50%		

Weighted Average of Fees (50% major oil)		$ 1.4%
Increment due to the Average of Credit Card Fee		$ .014
AV Gas Low Lead 100 Effective Bid Price per Gallon		$ 4.10248
Total Effective Bid per Gallon		$ 4.11648
Jet A Effective Bid per Gallon		$ 3.27019
Total Effective Bid per Gallon		$ 3.28419
Effective Bid Value, Grand Total	(Total Effective Price of Avgas & Jet) X (Volume)	$2,681,315.94
Bid Surety		$ N/A
Additional Marketing Support (co-op advertising)	Credited	$ 0.005 Per Gallon*

*See Attached Sheets w/Program Details

Refueler Truck*

*See Attached Sheets for Truck Details

3,000 Gallon Jet A Refueler Truck – Annual Cost:	$14,400.00
Make/Model	Existing 2008 3,000 Gal. Truck

OR

2014 3,000 Gallon Jet A Refueler Truck -Annual Cost $ 20,400.00

Name of Company: Ascent Aviation Group

Acknowledgment of Addenda (if any):

Addendum 1 X Date Received 6/4/14

Addendum 2 X Date Received 6/5/14

Addendum 3 X Date Received 6/11/14

Bidder Shall Return Completed Form with Offer.

Vendor References

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.

THIS FORM MUST BE RETURNED WITH YOUR BID.

REFERENCE ONE

Government/Company Name: City of Temple

Address: 7720-F Airport Rd, Temple, TX 76501

Contact Person and Title: Sharon Rostovich

Phone: 254-298-5770 Fax: 254-298-5350

Contract Period: 1/1/09 - Current Scope of Work: Fuel Supply

REFERENCE TWO

Government/Company Name: City of Sulphur Springs

Address: 1220 Cessna Drive, Sulphur Springs, TX 75482

Contact Person and Title: Joey Baker

Phone: 903-885-4911 Fax: 903-885-9686

Contract Period: 11/1/05 - Current Scope of Work: Fuel Supply

REFERENCE THREE

Government/Company Name: Concord Regional Airport

Address: 9000 Aviation Blvd, Concord, NC 28027

Contact Person and Title: Rick Cloutier

Phone: 704-920-5900 Fax: 704-793-1215

Contract Period: 9/2/2008-Current Scope of Work: Fuel Supply

Bidder Shall Return Completed Form with Offer.

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 Bidder (Entity Name)	 Signature
One Mill St Street & Mailing Address	Richard D. McMichael Print Name
Parish, NY 13131 City, State & Zip	 Date Signed
305-428-8243 Telephone Number	866-237-1080 Fax Number
MMcmichael@wfscorp.com E-mail Address	

Bidder Shall Return Completed Form with Offer.

Conflict of Interest Questionnaire

For vendor or other person doing business with local government entity

This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.

OFFICE USE ONLY

By law this questionnaire must be filed with the records administrator of the local government not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006 Local Government Code.

A person commits an offense if the person violates Section 176.0006, Local Government Code. An offense under this section is a Class C misdemeanor.

1. Name of person doing business with local governmental entity.

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

   (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than September 1 of the year for which an activity described in Section 176.006(a), Local Government Code, is pending and not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3. Describe each affiliation or business relationship with an employee or contractor of the local government entity who makes recommendations to a local government officer of the local governmental entity with respect to expenditure of money.

4. Describe each affiliation or business relationship with a person who is a local government officer and who appoints or employs a local government officer of the local governmental entity that is the subject of this questionnaire.

Bidder Shall Return Completed Form with Offer.

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ
Page 2

For vendor or other person doing business with local government entity

5. Name of local government officer with whom filer has affiliation or business relationship. (Complete this section only if the answer to A, B, or C is YES.)

   This section, item 5 including subparts A, B, C & D, must be completed for each officer with whom the filer has affiliation or business relationship. 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 from the filer of the questionnaire?

      ☐ Yes ☒ No

   B. Is the filer of the questionnaire receive or likely to receive taxable income from or at the direction of the local government officer named in this section AND the taxable income is not from the local government entity?

      ☐ Yes ☒ No

   C. Is the filer of the questionnaire affiliated with a corporation or other business entity that the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

      ☐ Yes ☒ No

   D. Describe each affiliation or business relationship:

6. Describe any other affiliation or business relationship that might cause a conflict of interest.

7.

N/A

Signature of person doing business with the governmental entity

Date

Bidder Shall Return Completed Form with Offer.

Good Faith Effort (GFE) Determination Checklist

This information must be submitted with your bid.

Bidder intends to utilize subcontractors/subconsultants in the fulfillment of this contract (if awarded).
☒ Yes ☐ No Fuel supply carriers only.

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

Did the Prime Contractor/Consultant . . .

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

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

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

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

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

☒ Yes ☐ No 6. If Prime Contractor/Consultant has zero (0) HUB participation, **please explain the reasons why.** All HUB Companies contacted didn't have dedicated equipment that is required.

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.

Richard D. McMichael
Printed Name of Authorized Representative

Signature

Senior Vice President
Title

June 12, 2014
Date

Bidder Shall Return Completed Form with Offer.

Notice of Intent (NOI) to Subcontract with Historically Underutilized Business (HUB)

This information must be submitted with your bid.

Bidder intends to utilize subcontractors/subconsultants in the fulfillment of this contract (if awarded).
☒ Yes ☐ No Fuel supply carriers only.

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: p Yes p No

Address: _____
Street City State Zip

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

Project Title & No.: _____

Prime Contract Amount: $ _____

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

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

Address: _____
Street City State Zip

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

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

Description of Subcontract Work to be Performed: _____

_____

_____ _____ _____
Printed Name of Contractor Representative Signature of Representative Date

_____ _____ _____
Printed Name of HUB Signature of Representative Date

NOTE: NOTHING ON THIS NOTICE OF INTENT FORM IS INTENDED TO CONFER ANY RIGHTS, EXPRESSED OR IMPLIED, TO ANY THIRD PARTIES.

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

Bidder Shall Return Completed Form with Offer.

Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

This information must be submitted with your bid.

Bidder intends to utilize subcontractors/subconsultants in the fulfillment of this contract (if awarded).
☒ Yes ☐ No Fuel supply carriers only.

Prime Contractor: _____ HUB: ☐ Yes ☐ No

HUB Status (Gender & Ethnicity): _____

Address: _____
Street City State Zip

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

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

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

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

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

FOR HUB OFFICE USE ONLY:

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

PART I. HUB SUCONTRACTOR DISCLOSURE

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

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

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

Bidder Shall Return Completed Form with Offer.

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.

Bidder Shall Return Completed Form with Offer.

Historically Underutilized Business (HUB)
Subcontracting Participation Declaration Form

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

Please complete Good Faith Effort (GFE) Checklist and attach any supporting documentation.

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

- [X] All subcontractors to be utilized are "Non-HUBs." *(Complete Part III)*
- [ ] HUBs were solicited but did not respond.
- [ ] HUBs solicited were not competitive.
- [X] HUBs were unavailable for the following trade(s): Fuel Supply Deliveries w/dedicated equipment
- [ ] 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: Trimac, Inc

Address: 335 Linkwood (Street) Dunkinville, TX (City, State) 75138 (Zip)

Contact person: Lonnie McCloud Title: Manager

Phone (with area code): 972-263-6225 Fax (with area code): 972-263-9959

Proposed Subcontract Amount: $583,628.00 Total Percentage of Prime Contract: 60.16 %

Description of Subcontract Work to be Performed: Fuel Transport/Deliveries

Subcontractor Name: Andrews Logistics Houston

Address: 2445 E. Southlake Blvd (Street) Southlake (City) TX (State) 76092 (Zip)

Contact person: Chad Martel Title: Manager

Phone (with area code): 281-476-5400 Fax (with area code): 281-458-3674

Proposed Subcontract Amount: $116.480.00 Total Percentage of Prime Contract: 12 %

Description of Subcontract Work to be Performed: Fuel Transport/Deliveries

Bidder Shall Return Completed Form with Offer.

Historically Underutilized Business (HUB)
Subcontracting Participation Declaration Form

PAGE 4 OF 4

Subcontractor Name: United Petroleum

Address: 700 S Main Street (Street) Baytown (City) TX (State) 77520 (Zip)

Contact person: Jim Hoelker Title: Manager

Phone (with area code): 800-240-7763 Fax (with area code): 281-457-1301

Proposed Subcontract Amount: $84,929.00 Total Percentage of Prime Contract: 8.76 %

Description of Subcontract Work to be Performed: Fuel Transport/Deliveries

---

Subcontractor Name: Southern Fuels, Inc

Address: 1524 Westfield (Street) Pearland (City) TX (State) 77581 (Zip)

Contact person: Bo Bouillon Title: Manager

Phone (with area code): 281-728-1711 Fax (with area code): southernfuels@sbcglogal.ne No Fax

Proposed Subcontract Amount: $185,038.00 Total Percentage of Prime Contract: 19.08 %

Description of Subcontract Work to be Performed: Fuel Transport/Deliveries

---

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): Richard D. McMichael

Title: Senior Vice President

Signature: [signature]

Date: June 12, 2014

E-mail address: MMcmichael@wfscorp.com

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

Name (print or type): April Andrews

Title: Customer Service Manager

Date: June 12, 2014

E-mail address: aandrews@wfscorp.com

Bidder Shall Return Completed Form with Offer.

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) "Nonresident 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 One Mill St. Parish, NY 13131 (city and state).

Taxpayer Identification Number (T.I.N.):	16-1353957
Company Name submitting bid/proposal:	Ascent Aviation Group, Inc
Mailing address:	One Mill St, 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**

* 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.

Bidder Shall Return Completed Form with Offer.

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 Dade

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

on this day personally appeared Richard D. McMichael (name), who

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

"I, Richard D. McMichael (name) am a duly authorized officer of/agent

for Ascent Aviation Group, Inc (name of firm) and have been duly authorized to execute the

foregoing on behalf of the said Ascent Aviation Group, 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

One Mill St, Parish, NY 13131

Fax: 866-237-1080 Telephone# 800-272-3681

by: Richard D. McMichael (print name) Title: Senior Vice President

Signature: [signature]

SUBSCRIBED AND SWORN to before me by the above-named Richard D. McMichael on

this the 12th day of June, 2014.

[signature]

Notary Public in and for the State of Florida

Bidder Shall Return Completed Form with Offer.

PATRICIA VALDES
Notary Public - State of Florida
My Comm. Expires Aug 14, 2017
Commission # FF 45690
Bonded Through National Notary Assn.

CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY) 04/14/2014

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 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 Aon Risk Services Northeast, Inc. New York NY Office 199 Water Street New York NY 10038-3551 USA	CONTACT NAME: PHONE (A/C. No. Ext): (866) 283-7122 FAX (A/C. No.): (800) 363-0105 E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	Zurich American Ins Co	16535
INSURER B:	American Zurich Ins Co	40142
INSURER C:	ACE American Insurance Company	22667
INSURER D:		
INSURER E:		
INSURER F:		

INSURED
World Fuel Services Corporation
9800 N.W. 41st Street
Suite 400
Miami FL 33178 USA

COVERAGES **CERTIFICATE NUMBER:** 570053464987 **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	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:			GLO595560100	07/01/2013	07/01/2014	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$5,000,000 $5,000,000 $10,000 $5,000,000 $6,000,000 $5,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS			BAP 5955600-00	07/01/2013	07/01/2014	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$5,000,000
C	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $50,000			XOOG27047026	07/01/2013	07/01/2014	EACH OCCURRENCE AGGREGATE	$25,000,000 $25,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		WC595560200	07/01/2013	07/01/2014	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE-EA EMPLOYEE E.L. DISEASE-POLICY LIMIT	$1,000,000 $1,000,000 $1,000,000

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

CERTIFICATE HOLDER

World Fuel Services Corporation
9800 N.W. 41st Street
Suite 400
Miami FL 33178 USA

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

Aon Risk Services Northeast Inc.

Holder Identifier :

Certificate No : 570053464987

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Ascent Aviation Group, Inc
Director and Officer Listing

Owner:	World Fuel Services Inc	9800 NW 41St #400 Miami FL 33178
Directors:	Ira M. Birns	9800 NW 41St #400 Miami FL 33178
	Francis X. Shea	9800 NW 41St #400 Miami FL 33178
President:	Michael S. Clementi	9800 NW 41St #400 Miami FL 33178
Senior VP:	Richard D. McMichael	9800 NW 41St #400 Miami FL 33178
SVP Treasurer:	Adrienne Urban	9800 NW 41St #400 Miami FL 33178
Secretary:	R. Alexander Lake	9800 NW 41St #400 Miami FL 33178
Asst. Secretary:	Amy A. Quintana	9800 NW 41St #400 Miami FL 33178

Safety Data Sheet

According to OSHA HCS 2012 (29 CFR 1910.1200)

Section 1: Identification

Product Identifier:	**Aviation Gasoline, 100 LL**
Other means of identification:	100 Low Lead Gasoline; 100 Octane Aviation; ASTM 100/130 Aviation Gasoline; Avgas; Avgas 100; Aviation Fuel
SDS Number:	**001769**
MARPOL Annex I Category:	Gasoline and Spirits
Intended Use:	Fuel
Uses Advised Against:	All others
Emergency Health and Safety Number:	Chemtrec: 800-424-9300 (24 Hours)

Manufacturer:
Phillips 66 Company
P.O. Box 4428
Houston, Texas 77210

SDS Information:
Phone: 800-762-0942
Email: SDS@P66.com
URL: www.Phillips66.com

Customer Service: 800-234-6603
Technical Information: **918-977-4224**

Section 2: Hazards Identification

Classified Hazards

H224 -- Flammable liquids -- Category 1
H315 -- Skin corrosion/irritation -- Category 2
H304 -- Aspiration Hazard -- Category 1
H336 -- Specific target organ toxicity (single exposure) -- Category 3
H350 -- Carcinogenicity -- Category 1B
H411 -- Hazardous to the aquatic environment, chronic toxicity -- Category 2

Other Hazards

Electrostatic charge may be generated during pumping and other operations

Label Elements

DANGER

Extremely flammable liquid and vapor
May be fatal if swallowed and enters airways
Causes skin irritation
May cause drowsiness or dizziness
May cause cancer
Toxic to aquatic life with long lasting effects

Obtain special instructions before use; Keep away from heat/sparks/open flames/hot surfaces. - No smoking; Wear protective gloves / protective clothing / eye protection / face protection; IF SWALLOWED: Immediately call a POISON CENTER or doctor/physician; Store in a well-ventilated place. Keep container tightly closed; Dispose of contents/container to approved disposal facility; Do not handle until all safety precautions have been read and understood; Keep container tightly closed; Ground/bond container and receiving equipment; Use explosion-proof electrical/ventilating/lighting equipment; Use only non-sparking tools; Take precautionary measures against static discharge; Avoid breathing dust/fume/gas/mist/vapours/spray; Wash thoroughly after handling; Use only outdoors or in a well-ventilated area; Avoid release to the environment; Call a POISON CENTER or doctor/physician if you feel unwell; IF ON SKIN: Remove/Take off immediately all contaminated clothing. Rinse skin with water/shower; If skin irritation occurs:; Get medical advice/attention; Do NOT induce vomiting; IF INHALED: Remove victim to fresh air and keep at rest in a position comfortable for breathing; Take off contaminated clothing and wash before reuse; In case of fire: Use dry chemical, carbon dioxide, or foam for extinction; Collect spillage

Section 3: Composition / Information on Ingredients

Chemical Name	CASRN	Concentration[1]
Gasoline	NONE	>99.8
Toluene	108-88-3	1-10
Benzene	71-43-2	<0.5
Tetraethyllead	78-00-2	0.13

Total Sulfur: < 0.1 wt%

[1] All concentrations are percent by weight unless ingredient is a gas. Gas concentrations are in percent by volume.

Section 4: First Aid Measures

Eye Contact: If irritation or redness develops from exposure, flush eyes with clean water. If symptoms persist, seek medical attention.

Skin Contact: Remove contaminated shoes and clothing, and flush affected area(s) with large amounts of water. If skin surface is damaged, apply a clean dressing and seek medical attention. If skin surface is not damaged, cleanse affected area(s) thoroughly by washing with mild soap and water or a waterless hand cleaner. If irritation or redness develops, seek medical attention. Wash contaminated clothing before reuse. If product is injected into or under the skin, or into any part of the body, regardless of the appearance of the wound or its size, the individual should be evaluated immediately by a physician. (see Note to Physician)

Inhalation (Breathing): If respiratory symptoms develop, move victim away from source of exposure and into fresh air in a position comfortable for breathing. If breathing is difficult, oxygen or artificial respiration should be administered by qualified personnel. If symptoms persist, seek medical attention.

Ingestion (Swallowing): Aspiration hazard: Do not induce vomiting or give anything by mouth because this material can enter the lungs and cause severe lung damage. If victim is drowsy or unconscious and vomiting, place on the left side with the head down. If possible, do not leave victim unattended and observe closely for adequacy of breathing. Seek medical attention.

Most important symptoms and effects:

Acute: Headache, drowsiness, dizziness, loss of coordination, disorientation and fatigue

Delayed: None known or anticipated. See Section 11 for information on effects from chronic exposure, if any.

Notes to Physician: Epinephrine and other sympathomimetic drugs may initiate cardiac arrhythmias in persons exposed to high concentrations of hydrocarbon solvents (e.g., in enclosed spaces or with deliberate abuse). The use of other drugs with less arrhythmogenic potential should be considered. If sympathomimetic drugs are administered, observe for the development of cardiac arrhythmias.

When using high-pressure equipment, injection of product under the skin can occur. In this case, the casualty should be sent immediately to hospital. Do not wait for symptoms to develop. High-pressure hydrocarbon injection injuries may produce substantial necrosis of underlying tissue despite an innocuous appearing external wound. These injuries often require extensive emergency surgical debridement and all injuries should be evaluated by a specialist in order to assess the extent of injury. Early surgical treatment within the first few hours may significantly reduce the ultimate extent of injury.

Federal regulations (29 CFR 1910.1028) specify medical surveillance programs for certain exposures to benzene above the action level or PEL (specified in Section (i)(1)(i) of the Standard). In addition, employees exposed in an emergency situation shall, as described in Section (i)(4)(i), provide a urine sample at the end of the shift for measurement of urine phenol.

Section 5: Fire-Fighting Measures

NFPA 704 Hazard Class

Health: 1 **Flammability:** 3 **Instability:** 0

0 (Minimal)
1 (Slight)
2 (Moderate)
3 (Serious)
4 (Severe)

Extinguishing Media: Dry chemical, carbon dioxide, or foam is recommended. Water spray is recommended to cool or protect exposed materials or structures. Carbon dioxide can displace oxygen. Use caution when applying carbon dioxide in confined spaces. Simultaneous use of foam and water on the same surface is to be avoided as water destroys the foam. Water may be ineffective for extinguishment, unless used under favorable conditions by experienced fire fighters.

Specific hazards arising from the chemical

Unusual Fire & Explosion Hazards: Extremely flammable. This material can be ignited by heat, sparks, flames, or other sources of ignition (e.g., static electricity, pilot lights, mechanical/electrical equipment, and electronic devices such as cell phones, computers, calculators, and pagers which have not been certified as intrinsically safe). Vapors may travel considerable distances to a source of ignition where they can ignite, flash back, or explode. May create vapor/air explosion hazard indoors, in confined spaces, outdoors, or in sewers. This product will float and can be reignited on surface water. Vapors are heavier than air and can accumulate in low areas. If container is not properly cooled, it can rupture in the heat of a fire.

Hazardous Combustion Products: Combustion may yield smoke, carbon monoxide, and other products of incomplete combustion. Oxides of nitrogen and sulfur may also be formed.

Special protective actions for firefighters: For fires beyond the initial stage, emergency responders in the immediate hazard area should wear protective clothing. When the potential chemical hazard is unknown, in enclosed or confined spaces, a self contained breathing apparatus should be worn. In addition, wear other appropriate protective equipment as conditions warrant (see Section 8).

Isolate immediate hazard area and keep unauthorized personnel out. Stop spill/release if it can be done safely. Move undamaged containers from immediate hazard area if it can be done safely. Water spray may be useful in minimizing or dispersing vapors and to protect personnel. Cool equipment exposed to fire with water, if it can be done safely. Avoid spreading burning liquid with water used for cooling purposes.

See Section 9 for Flammable Properties including Flash Point and Flammable (Explosive) Limits

Section 6: Accidental Release Measures

Personal precautions, protective equipment and emergency procedures: Extremely flammable. Spillages of liquid product will create a fire hazard and may form an explosive atmosphere. Keep all sources of ignition and hot metal surfaces away from spill/release if safe to do so. The use of explosion-proof electrical equipment is recommended. Stay upwind and away from spill/release. Avoid direct contact with material. For large spillages, notify persons down wind of the spill/release, isolate immediate hazard area and keep unauthorized personnel out. Wear appropriate protective equipment, including respiratory protection, as conditions warrant (see Section 8). See Sections 2 and 7 for additional information on hazards and precautionary measures.

Environmental Precautions: Stop spill/release if it can be done safely. Prevent spilled material from entering sewers, storm drains, other unauthorized drainage systems, and natural waterways. Use foam on spills to minimize vapors. Use water sparingly to minimize environmental contamination and reduce disposal requirements. If spill occurs on water notify appropriate authorities and advise shipping of any hazard. Spills into or upon navigable waters, the contiguous zone, or adjoining shorelines that cause a sheen or discoloration on the surface of the water, may require notification of the National Response Center (phone number 800-424-8802).

Methods and material for containment and cleaning up: Notify relevant authorities in accordance with all applicable regulations. Immediate cleanup of any spill is recommended. Dike far ahead of spill for later recovery or disposal. Absorb spill with inert material such as sand or vermiculite, and place in suitable container for disposal. If spilled on water remove with appropriate methods (e.g. skimming, booms or absorbents). In case of soil contamination, remove contaminated soil for remediation or disposal, in accordance with local regulations.

Recommended measures are based on the most likely spillage scenarios for this material; however local conditions and regulations may influence or limit the choice of appropriate actions to be taken.

Section 7: Handling and Storage

Precautions for safe handling: Keep away from ignition sources such as heat/sparks/open flame – No smoking. Take precautionary measures against static discharge. Nonsparking tools should be used. Obtain special instructions before use. Do not handle until all safety precautions have been read and understood. Wear protective gloves/clothing and eye/face protection. Wash thoroughly after handling. Use good personal hygiene practices and wear appropriate personal protective equipment (see section 8). Extremely Flammable. May vaporize easily at ambient temperatures. The vapor is heavier than air and may create an explosive mixture of vapor and air. Beware of accumulation in confined spaces and low lying areas. Open container slowly to relieve any pressure. Electrostatic charge may accumulate and create a hazardous condition when handling or processing this material. To avoid fire or explosion, dissipate static electricity during transfer by grounding and bonding containers and equipment before transferring material. The use of explosion-proof electrical equipment is recommended and may be required (see appropriate fire codes). Refer to NFPA-70 and/or API RP 2003 for specific bonding/grounding requirements. Do not enter confined spaces such as tanks or pits without following proper entry procedures such as ASTM D-4276 and 29CFR 1910.146. Do not wear contaminated clothing or shoes. Keep contaminated clothing away from sources of ignition such as sparks or open flames.

High pressure injection of hydrocarbon fuels, hydraulic oils or greases under the skin may have serious consequences even though no symptoms or injury may be apparent. This can happen accidentally when using high pressure equipment such as high pressure grease guns, fuel injection apparatus or from pinhole leaks in tubing of high pressure hydraulic oil equipment.

For use as a motor fuel only. Do not use as a solvent due to its flammable and potentially toxic properties. Siphoning by mouth can result in lung aspiration which can be harmful or fatal.

The use of hydrocarbon fuel in an area without adequate ventilation may result in hazardous levels of incomplete combustion products (e.g. carbon monoxide, oxides of sulfur and nitrogen, benzene and other hydrocarbons) and/or dangerously low oxygen levels.

Gasoline engine exhaust contains hazardous combustion products and has been identified as a possible cancer hazard. Exposure should be minimized to reduce potential risk.

Static Accumulation Hazard: Electrostatic charge may accumulate and create a hazardous condition when handling this material. To minimize this hazard, bonding and grounding of tanks, transfer piping, and storage tank level floats are necessary but may not, by themselves, be sufficient. Review all operations which have the potential of generating and accumulating an electrostatic charge and/or a flammable atmosphere (including tank and container filling, splash filling, tank cleaning, sampling, gauging, switch loading, filtering, mixing, agitation, and vacuum truck operations) and use appropriate mitigating procedures. Special care should be given to ensure that special slow load procedures for "switch loading" are followed to avoid the static ignition hazard that can exist when higher flash point material (such as fuel oil or diesel) is loaded into tanks previously containing low flash point products (such as gasoline or naphtha). For more information, refer to OSHA Standard 29 CFR 1910.106, 'Flammable and Combustible Liquids', National Fire Protection Association (NFPA 77, 'Recommended Practice on Static Electricity', and/or the American Petroleum Institute (API) Recommended Practice 2003, 'Protection Against Ignitions Arising Out of Static, Lightning, and Stray Currents'.

Conditions for safe storage: Keep container(s) tightly closed and properly labeled. Use and store this material in cool, dry, well-ventilated areas away from heat, direct sunlight, hot metal surfaces, and all sources of ignition. Store only in approved containers. Portable Containers: Static electricity may ignite gasoline vapors when filling portable containers. To avoid static buildup do not use a nozzle lock open device. Use only approved containers for the storage of gasoline. Place the container on the ground before filling. Keep the nozzle in contact with the container during filling. Do not fill any portable container in or on a vehicle or marine craft. Post area "No Smoking or Open Flame." Keep away from any incompatible material (see Section 10). Protect container(s) against physical damage. Outdoor or detached storage is preferred. Indoor storage should meet OSHA standards and appropriate fire codes.

"Empty" containers retain residue and may be dangerous. Do not pressurize, cut, weld, braze, solder, drill, grind, or expose such containers to heat, flame, sparks, or other sources of ignition. They may explode and cause injury or death. "Empty" drums should be completely drained, properly bunged, and promptly shipped to the supplier or a drum reconditioner. All containers should be disposed of in an environmentally safe manner and in accordance with governmental regulations. Before working on or in tanks which contain or have contained this material, refer to OSHA regulations, ANSI Z49.1, and other references pertaining to cleaning, repairing, welding, or other contemplated operations.

Section 8: Exposure Controls / Personal Protection

Chemical Name	ACGIH	OSHA	Other

Gasoline	TWA: 300 ppm TWA: 890 mg/m³ STEL:500 ppm STEL: 1480 mg/m³	---	0.5 ppm TWA8hr (as benzene) 0.25 ppm TWA12hr (as benzene) 2.5 ppm STEL (as benzene) (Phillips 66 Guidelines)
Toluene	TWA: 20 ppm	Ceiling: 300 ppm TWA: 200 ppm	---
Benzene	STEL: 2.5 ppm TWA: 0.5 ppm Skin	Ceiling: 25 ppm STEL: 5 ppm TWA: 10 ppm TWA: 1 ppm	---
Tetraethyllead	TWA: 0.1 mg/m³ Skin	Skin TWA: 0.075 mg/m³	---

Note: State, local or other agencies or advisory groups may have established more stringent limits. Consult an industrial hygienist or similar professional, or your local agencies, for further information.

Engineering controls: If current ventilation practices are not adequate to maintain airborne concentrations below the established exposure limits, additional engineering controls may be required.

Eye/Face Protection: The use of eye protection that meets or exceeds ANSI Z.87.1 is recommended to protect against potential eye contact, irritation, or injury. Depending on conditions of use, a face shield may be necessary.

Skin/Hand Protection: The use of gloves impervious to the specific material handled is advised to prevent skin contact. Users should check with manufacturers to confirm the breakthrough performance of their products. Depending on exposure and use conditions, additional protection may be necessary to prevent skin contact including use of items such as chemical resistant boots, aprons, arm covers, hoods, coveralls, or encapsulated suits. Suggested protective materials: Nitrile

Respiratory Protection: Where there is potential for airborne exposure above the exposure limit a NIOSH certified air purifying respirator equipped with organic vapor cartridges/canisters may be used.

A respiratory protection program that meets or is equivalent to OSHA 29 CFR 1910.134 and ANSI Z88.2 should be followed whenever workplace conditions warrant a respirator's use. Air purifying respirators provide limited protection and cannot be used in atmospheres that exceed the maximum use concentration (as directed by regulation or the manufacturer's instructions), in oxygen deficient (less than 19.5 percent oxygen) situations, or under conditions that are immediately dangerous to life and health (IDLH).

If benzene concentrations equal or exceed applicable exposure limits, OSHA requirements for personal protective equipment, exposure monitoring, and training may apply (29CFR1910.1028 - Benzene).

Other Protective Equipment: Eye wash and quick-drench shower facilities should be available in the work area. Thoroughly clean shoes and wash contaminated clothing before reuse.

Suggestions provided in this section for exposure control and specific types of protective equipment are based on readily available information. Users should consult with the specific manufacturer to confirm the performance of their protective equipment. Specific situations may require consultation with industrial hygiene, safety, or engineering professionals.

Section 9: Physical and Chemical Properties

Note: Unless otherwise stated, values are determined at 20°C (68°F) and 760 mm Hg (1 atm). Data represent typical values and are not intended to be specifications.

Appearance: Blue
Physical Form: Liquid
Odor: Gasoline
Odor Threshold: No data
pH: Not applicable
Vapor Density (air=1): >1
Upper Explosive Limits (vol % in air): 7.6
Lower Explosive Limits (vol % in air): 1.5
Evaporation Rate (nBuAc=1): >1
Particle Size: N/A

Flash Point: < -35 °F / < -37 °C
Test Method: (estimate)
Initial Boiling Point/Range: 75 - 338 °F / 24 - 170 °C
Vapor Pressure: 5.5-7.0 psia (Reid VP) @ 100°F / 37.8°C
Partition Coefficient (n-octanol/water) (Kow): No data
Melting/Freezing Point: < -72 °F / < -58 °C
Auto-ignition Temperature: 824 °F / 440 °C
Decomposition Temperature: No data
Specific Gravity (water=1): 0.68-0.74 @ 60°F (15.6°C)
Bulk Density: 5.83 lbs/gal

Percent Volatile: 100%
Flammability (solid, gas): N/A

Viscosity: N/D
Solubility in Water: No data

Section 10: Stability and Reactivity

Reactivity: Not chemically reactive.

Chemical stability: Stable under normal ambient and anticipated conditions of use.

Possibility of hazardous reactions: Hazardous reactions not anticipated.

Conditions to avoid: Avoid high temperatures and all sources of ignition. Prevent vapor accumulation.

Incompatible materials: Avoid contact with strong oxidizing agents and strong reducing agents.

Hazardous decomposition products: Not anticipated under normal conditions of use.

Section 11: Toxicological Information

Information on Toxicological Effects of Substance/Mixture

Acute Toxicity	Hazard	Additional Information	LC50/LD50 Data
Inhalation	Expected to have a low degree of toxicity by inhalation		>5.2 mg/L (vapor)
Dermal	Unlikely to be harmful		3.75 g/kg
Oral	Unlikely to be harmful		14 g/kg

Aspiration Hazard: May be fatal if swallowed and enters airways.

Skin Corrosion/Irritation: Causes skin irritation. Repeated exposure may cause skin dryness or cracking.

Serious Eye Damage/Irritation: Causes mild eye irritation.

Symptoms of Overexposure: Effects of overexposure can include slight irritation of the respiratory tract, nausea, vomiting, and signs of nervous system depression (e.g., headache, drowsiness, dizziness, loss of coordination, disorientation and fatigue). Continued exposure to high concentrations can result in vomiting, cardiac irregularities and sudden loss of consciousness.

Skin Sensitization: Not expected to be a skin sensitizer.

Respiratory Sensitization: Not expected to be a respiratory sensitizer.

Specific Target Organ Toxicity (Single Exposure): May cause drowsiness and dizziness.

Specific Target Organ Toxicity (Repeated Exposure): Not expected to cause organ effects from repeated exposure. Two year inhalation studies of wholly vaporized unleaded gasoline, and 90 days studies of various petroleum naphthas, did not produce significant target organ toxicity in laboratory animals. Nephropathy in male rats, characterized by the accumulation of alpha-2-u- globulin in epithelial cells of the proximal tubules was observed, however follow-up studies suggest that these changes are unique to the male rat.

Carcinogenicity: May cause cancer. Based on component information. Two year inhalation studies of vaporized unleaded gasoline produced an increased incidence of kidney tumors in male rats and liver tumors in female mice. Repeated skin application of various petroleum naphthas in mice for two years resulted in an increased incidence of skin tumors but only in the presence of severe skin irritation. Follow-up mechanistic studies suggest that the occurrence of these tumors may be the consequence of promotional processes and not relevant to human risk assessment. Epidemiology data collected from a study of more than 18,000 petroleum marketing and distribution workers showed no increased risk of leukemia, multiple myeloma, or kidney cancer from gasoline exposure. Unleaded gasoline has been identified as a possible carcinogen by the International Agency for Research on Cancer.

Germ Cell Mutagenicity: Not expected to cause heritable genetic effects. Gasoline was negative in microbial mutagenicity and unscheduled DNA tests in rat hepatocytes. Gasoline did not induce chromosome aberrations in vivo in rat bone marrow cells and was negative in a mouse dominant lethal assay.

Reproductive Toxicity: Not expected to cause reproductive toxicity. No evidence of developmental toxicity was found in pregnant laboratory animals (rats and mice) exposed to high vapor concentrations of unleaded gasoline and petroleum naphthas via inhalation. A two-generation reproductive toxicity study of vapor recovery gasoline did not adversely affect reproductive function or offspring survival and development.

Other Comments: Gasoline engine exhaust has been classified by the International Agency for Research on Cancer (IARC) as possibly carcinogenic to human.

Information on Toxicological Effects of Components

Xylenes (o-, m-, p- isomers)

Target Organs: Rats exposed to xylenes at 800, 1000 or 1200 ppm 14 hours daily for 6 weeks demonstrated high frequency hearing loss. Another study in rats exposed to 1800 ppm 8 hours daily for 5 days demonstrated middle frequency hearing loss.
Reproductive Toxicity: Both mixed xylenes and the individual isomers produced limited evidence of developmental toxicity in laboratory animals. Inhalation and oral administration of xylene resulted in decreased fetal weight, increased incidences of delayed ossification, skeletal variations and resorptions, but no evidence of teratogenicity.

Toluene

Carcinogenicity: Exposure of rats and mice to toluene at concentrations ranging from 120-1200 ppm for two years did not demonstrate evidence of carcinogenicity. Toluene has not been listed as a carcinogen by IARC.
Target Organs: Epidemiology studies suggest that chronic occupational overexposure to toluene may damage color vision. Subchronic and chronic inhalation studies with toluene produced kidney and liver damage, hearing loss and central nervous system (brain) damage in laboratory animals. Intentional misuse by deliberate inhalation of high concentrations of toluene has been shown to cause liver, kidney, and central nervous system damage, including hearing loss and visual disturbances.
Reproductive Toxicity: Exposure to toluene during pregnancy has demonstrated limited evidence of developmental toxicity in laboratory animals. Decreased fetal body weight and increased skeletal variations in both inhalation and oral studies, but only at doses that were maternally toxic. No fetal toxicity was seen at doses that were not maternally toxic. Decreased sperm counts have been observed in male rats in the absence of a reduction in fertility. Toluene has been reported to cause mental or growth retardation in the children of solvent abusers who directly inhale toluene during pregnancy.

Benzene

Carcinogenicity: Benzene is an animal carcinogen and is known to produce acute myelogenous leukemia (a form of cancer) in humans. Benzene has been identified as a human carcinogen by IARC, the US National Toxicology Program and the US-Occupational Safety and Health Administration.
Target Organs: Prolonged or repeated exposures to benzene vapors can cause damage to the blood and blood forming organs, including disorders like leukopenia, thrombocytopenia, and aplastic anemia.
Reproductive Toxicity: Some studies in occupationally exposed women have suggested benzene exposure increased risk of miscarriage and stillbirth and decreased birth weight and gestational age. The size of the effects detected in these studies was small, and ascertainment of exposure and outcome in some cases relied on self-reports, which may limit the reliability of these results.
Germ Cell Mutagenicity: Benzene exposure has resulted in chromosomal aberrations in human lymphocytes and animal bone marrow cells. Exposure has also been associated with chromosomal aberrations in sperm cells in human and animal studies.

Ethylbenzene

Carcinogenicity: Rats and mice exposed to 0, 75, 250, or 750 ppm ethyl benzene in a two year inhalation study demonstrated limited evidence of kidney, liver, and lung cancer. Ethyl benzene has been listed as a possible human carcinogen by IARC.
Target Organs: In rats and mice exposed to 0, 75, 250, or 750 ppm ethyl benzene in a two year inhalation study there was mild damage to the kidney (tubular hyperplasia), liver (eosinophilio foci, hypertrophy, necrosis), lung (alveolar epithelium metaplasia), thyroid (hyperplasia), thyroid (hyperplasia) and pituitary (hyperplasia). In animal models (particularly rats), ethyl benzene affects the auditory function mainly in the cochlear mid-frequency range and ototoxicity was observed after combined exposure to noise and ethyl benzene. There is no evidence of either ethyl benzene-induced hearing losses or ototoxicity with combined exposure to ethyl benzene and noise in workers.

Hexane

Target Organs: Excessive exposure to n-hexane can result in peripheral neuropathies. The initial symptoms are symmetrical sensory numbness and paresthesias of distal portions of the extremities. Motor weakness is typically observed in muscles of the toes and fingers but may also involve muscles of the arms, thighs and forearms. The onset of these symptoms may be delayed for several months to a year after the beginning of exposure. The neurotoxic properties of n-hexane are potentiated by exposure to methyl ethyl ketone and methyl isobutyl ketone.
Reproductive Toxicity: Prolonged exposure to high concentrations of n-hexane (>1,000 ppm) resulted in decreased sperm count and degenerative changes in the testes of rats but not those of mice.

Tetraethyllead
Carcinogenicity: While inorganic lead compounds have caused cancer in laboratory animals, organic lead compounds have not been identified as a carcinogen by NTP, IARC or OSHA.

Section 12: Ecological Information

Toxicity: Acute aquatic toxicity studies on samples of gasoline and naphtha streams show acute toxicity values greater than 1 mg/L and mostly in the range 1-100 mg/L. These tests were carried out on water accommodated fractions, in closed systems to prevent evaporative loss. Results are consistent with the predicted aquatic toxicity of these substances based on their hydrocarbon composition. These substances should be regarded as toxic to aquatic organisms, with the potential to cause long term adverse effects in the aquatic environment.

Persistence and Degradability: The hydrocarbons in this material are not readily biodegradable but are regarded as inherently biodegradable since their hydrocarbon components can be degraded by microorganisms.

Persistence per IOPC Fund definition: Non-Persistent

Bioaccumulative Potential: Log Kow values measured for the hydrocarbon components of this material range from 3 to greater than 6 and therefore are regarded as having the potential to bioaccumulate. In practice, metabolic processes or physical properties may prevent this effect or limit bioavailability.

Mobility in Soil: On release to water, hydrocarbons will float on the surface and since they are sparingly soluble, the only significant loss is volatilization to air. In air, these hydrocarbons are photodegraded by reaction with hydroxyl radicals with half lives varying from 6.5 days for benzene to 0.5 days for n-dodecane.

Other Adverse Effects: None anticipated.

Section 13: Disposal Considerations

The generator of a waste is always responsible for making proper hazardous waste determinations and needs to consider state and local requirements in addition to federal regulations.

This material, if discarded as produced, would not be a federally regulated RCRA "listed" hazardous waste. However, it would likely be identified as a federally regulated RCRA hazardous waste for the following characteristic(s) shown below. See Sections 7 and 8 for information on handling, storage and personal protection and Section 9 for physical/chemical properties. It is possible that the material as produced contains constituents which are not required to be listed in the MSDS but could affect the hazardous waste determination. Additionally, use which results in chemical or physical change of this material could subject it to regulation as a hazardous waste.

Container contents should be completely used and containers should be emptied prior to discard. Container residues and rinseates could be considered to be hazardous wastes.

EPA Waste Number(s)
- D001 - Ignitability characteristic
- D018 - Toxicity characteristic (Benzene)
- D008 - Toxicity characteristic (Lead)

Section 14: Transport Information

U.S. Department of Transportation (DOT)

Shipping Description:	***Aquatic toxicity studies indicate this material may be classified as a Marine Pollutant under IMDG Code. It is not currently regulated as a marine pollutant by the USDOT. If there is not a Shipping Description or other DOT marking, labeling, placarding and packaging references shown in this section, it is not regulated as a hazardous material by the USDOT.***
	UN1203, Gasoline, 3, II
Non-Bulk Package Marking:	Gasoline, UN1203
Non-Bulk Package Labeling:	Flammable liquid

Bulk Package/Placard Marking:	Flammable / 1203
Packaging - References:	49 CFR 173.150; 173.202; 173.242 ***(Exceptions; Non-bulk; Bulk)***
Hazardous Substance:	See Section 15 for RQ's
Emergency Response Guide:	128
Note:	***Container(s) greater than 5 liters (liquids) or 5 kilograms (solids), shipped by water mode and ALL bulk shipments may require the shipping description to contain the "Marine Pollutant" notation [49 CFR 172.203(l)] and the container(s) to display the [Marine Pollutant Mark] [49 CFR 172.322].***

International Maritime Dangerous Goods (IMDG)

Shipping Description:	UN1203, Gasoline, 3, II, (FP° C cc), *[where FP is the material's flash point in degrees Celsius closed cup]*
Non-Bulk Package Marking:	Gasoline, UN 1203
Labels:	Flammable liquid
Placards/Marking (Bulk):	Flammable / 1203
Packaging - Non-Bulk:	P001
EMS:	F-E, S-E
Note:	***If container(s) is greater than 5 liters (liquids) or 5 kilograms (solids), shipment may require the shipping description to contain the "Marine Pollutant" description [IMDG 5.4.1.4.3.5] and the container(s) to display the Marine Pollutant mark [IMDG 5.2.1.6]. If transported in bulk by marine vessel in international waters, product is being carried under the scope of MARPOL Annex I.***

Transport in bulk according to Annex II of MARPOL 73/78 and the IBC Code
Not applicable

International Civil Aviation Org. / International Air Transport Assoc. (ICAO/IATA)

UN/ID #:	UN1203
Proper Shipping Name:	Gasoline
Hazard Class/Division:	3
Packing Group:	II
Non-Bulk Package Marking:	Gasoline, UN1203
Labels:	Flammable liquid
ERG Code:	3H
Note:	***If container(s) is greater than 5 liters (liquids) or 5 kilograms (solids), shipment may require the container to display the "Environmentally hazardous substance" mark [IATA 7.1.6.3].***

	LTD. QTY	Passenger Aircraft	Cargo Aircraft Only
Packaging Instruction #:	Y341	353	364
Max. Net Qty. Per Package:	1 L	5 L	60 L

Section 15: Regulatory Information

CERCLA/SARA - Section 302 Extremely Hazardous Substances and TPQs (in pounds):
This material does not contain any chemicals subject to the reporting requirements of SARA 302 and 40 CFR 372.

CERCLA/SARA - Section 311/312 (Title III Hazard Categories)

Acute Health:	Yes
Chronic Health:	Yes
Fire Hazard:	Yes
Pressure Hazard:	No
Reactive Hazard:	No

CERCLA/SARA - Section 313 and 40 CFR 372:
This material contains the following chemicals subject to the reporting requirements of Section 313 of SARA Title III and 40 CFR 372:

Chemical Name	Concentration	deminimis
Xylenes (o-, m-, p- isomers)	1-15	1.0%
Toluene	1-10	1.0%
Benzene	<0.5	0.1%
Benzene, 1,2,4-trimethyl-	1-5	1.0%
Ethylbenzene	1-5	0.1%
Hexane	<4	1.0%
Cyclohexane	<3	1.0%

EPA (CERCLA) Reportable Quantity (in pounds):
EPA's Petroleum Exclusion applies to this material - (CERCLA 101(14)).

California Proposition 65:
Warning: This material may contain detectable quantities of the following chemicals, known to the State of California to cause cancer, birth defects or other reproductive harm, and which may be subject to the warning requirements of California Proposition 65 (CA Health & Safety Code Section 25249.5):

Chemical Name	Type of Toxicity
Ethylbenzene	Cancer
1,2-Dibromoethane	Cancer Developmental Toxicant Male Reproductive Toxicant
Toluene	Developmental Toxicant Female Reproductive Toxicant
Benzene	Cancer Developmental Toxicant Male Reproductive Toxicant
Lead	Cancer Developmental Toxicant Female Reproductive Toxicant Male Reproductive Toxicant
Unleaded Gasoline (Wholly Vaporized)	Cancer

International Hazard Classification

Canada:
This product has been classified in accordance with the hazard criteria of the Controlled Products Regulations (CPR) and the SDS contains all the information required by the Regulations.

WHMIS Hazard Class:
B2 - Flammable liquid
D2A - Very toxic materials
D2B - Toxic materials

National Chemical Inventories
All components are either listed on the US TSCA Inventory, or are not regulated under TSCA
All components are either on the DSL, or are exempt from DSL listing requirements.

U.S. Export Control Classification Number: EAR99

Section 16: Other Information

Date of Issue:	Previous Issue Date:	SDS Number:	Status:
04-Mar-2013	16-Jan-2013	001769	FINAL

Revised Sections or Basis for Revision:
Identified Hazards (Section 2); Environmental hazards (Section 12)

Guide to Abbreviations:
ACGIH = American Conference of Governmental Industrial Hygienists; CASRN = Chemical Abstracts Service Registry Number; CEILING = Ceiling Limit (15 minutes); CERCLA = The Comprehensive Environmental Response, Compensation, and Liability Act; EPA = Environmental Protection Agency; GHS = Globally Harmonized System; IARC = International Agency for Research on Cancer; INSHT = National Institute for Health and Safety at Work; IOPC = International Oil Pollution Compensation; LEL = Lower Explosive Limit; NE = Not Established; NFPA = National Fire Protection Association; NTP = National Toxicology Program; OSHA = Occupational Safety and Health Administration; PEL = Permissible Exposure Limit (OSHA); SARA = Superfund Amendments and Reauthorization Act; STEL = Short Term Exposure Limit (15 minutes); TLV = Threshold Limit Value (ACGIH); TWA = Time Weighted Average (8 hours); UEL = Upper Explosive Limit; WHMIS = Worker Hazardous Materials Information System (Canada)

Disclaimer of Expressed and implied Warranties:
The information presented in this Safety Data Sheet is based on data believed to be accurate as of the date this Safety Data Sheet was prepared. HOWEVER, NO WARRANTY OF MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, OR ANY OTHER WARRANTY IS EXPRESSED OR IS TO BE IMPLIED REGARDING THE ACCURACY OR COMPLETENESS OF THE INFORMATION PROVIDED ABOVE, THE RESULTS TO BE OBTAINED FROM THE USE OF THIS INFORMATION OR THE PRODUCT, THE SAFETY OF THIS PRODUCT, OR THE HAZARDS RELATED TO ITS USE. No responsibility is assumed for any damage or injury resulting from abnormal use or from any failure to adhere to recommended practices. The information provided above, and the product, are furnished on the condition that the person receiving them shall make their own determination as to the suitability of the product for their particular purpose and on the condition that they assume the risk of their use. In addition, no authorization is given nor implied to practice any patented invention without a license.

Safety Data Sheet

According to OSHA HCS 2012 (29 CFR 1910.1200)

Section 1: Identification

Product Identifier: **Jet A**

Other means of identification: Aviation Fuel; Aviation Fuel - Jet A; Aviation Turbine Fuel; Jet 51 Grade; Jet 54 Grade; Jet 56 Grade; Jet A 1; Jet A LS; Jet Buckeye 182; Jet FTZ; Jet Fuel; Jet Low Aromatic; Jet RawTurbine Fuel

SDS Number: **001975**

MARPOL Annex I Category: Kerosenes

Intended Use: Aviation Turbine Fuel

Uses Advised Against: All others

Manufacturer:
66 Aviation Products
A Division of Phillips 66 Company
600 N. Dairy Ashford
Houston, Texas 77079-1175

SDS Information:
Phone: 800-762-0942
Email: SDS@P66.com
URL: www.Phillips66.com

Emergency Health and Safety Number:
Chemtrec: 800-424-9300 (24 Hours)

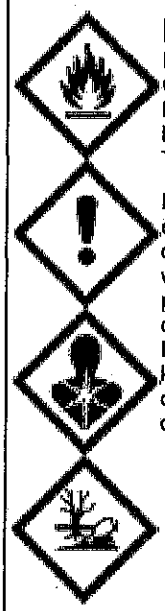
Customer Service:
800-234-6603 *Technical Information:*
918-977-4224

Section 2: Hazards Identification

Classified Hazards
H226 -- Flammable liquids -- Category 3
H315 -- Skin corrosion/irritation -- Category 2
H304 -- Aspiration Hazard -- Category 1
H336 -- Specific target organ toxicity (single exposure) -- Category 3
H411 -- Hazardous to the aquatic environment, chronic toxicity -- Category 2

Other Hazards
Electrostatic charges may be generated during handling.

Label Elements



DANGER
Flammable liquid and vapor
Causes skin irritation
May be fatal if swallowed and enters airways
May cause drowsiness or dizziness
Toxic to aquatic life with long lasting effects

Keep away from heat/sparks/open flames/hot surfaces. - No smoking; Ground/bond container and receiving equipment; Use explosion-proof electrical/ventilating/lighting equipment; Use only non-sparking tools; Take precautionary measures against static discharge; Avoid breathing dust/fume/gas/mist/vapours/spray; Wash thoroughly after handling; Use only outdoors or in a well-ventilated area; Avoid release to the environment; Wear protective gloves / protective clothing / eye protection / face protection; Call a POISON CENTER or doctor/physician if you feel unwell; IF ON SKIN: Remove/Take off immediately all contaminated clothing. Rinse skin with water/shower; If skin irritation occurs:; Get medical advice/attention; IF SWALLOWED: Immediately call a POISON CENTER or doctor/physician; Do NOT induce vomiting; IF INHALED: Remove victim to fresh air and keep at rest in a position comfortable for breathing; Take off contaminated clothing and wash before reuse; In case of fire: Use dry chemical, carbon dioxide, or foam for extinction; Store in a well-ventilated place. Keep container tightly closed; Keep cool; Dispose of contents/container to approved disposal facility

Section 3: Composition / Information on Ingredients

Chemical Name	CASRN	Concentration[1]
Petroleum distillates, hydrotreated light	64742-47-8	0-100
Kerosine, petroleum, hydrodesulfurized	64742-81-0	0-100
Kerosine, petroleum	8008-20-6	0-100
Naphthalene	91-20-3	<1

Total Sulfur: < 0.4 wt%

[1] All concentrations are percent by weight unless ingredient is a gas. Gas concentrations are in percent by volume.

Section 4: First Aid Measures

Eye Contact: If irritation or redness develops from exposure, flush eyes with clean water. If symptoms persist, seek medical attention.

Skin Contact: Remove contaminated shoes and clothing, and flush affected area(s) with large amounts of water. If skin surface is damaged, apply a clean dressing and seek medical attention. If skin surface is not damaged, cleanse affected area(s) thoroughly by washing with mild soap and water or a waterless hand cleaner. If irritation or redness develops, seek medical attention. Wash contaminated clothing before reuse.

Inhalation (Breathing): If respiratory symptoms develop, move victim away from source of exposure and into fresh air in a position comfortable for breathing. If breathing is difficult, oxygen or artificial respiration should be administered by qualified personnel. If symptoms persist, seek medical attention.

Ingestion (Swallowing): Aspiration hazard: Do not induce vomiting or give anything by mouth because this material can enter the lungs and cause severe lung damage. If victim is drowsy or unconscious and vomiting, place on the left side with the head down. If possible, do not leave victim unattended and observe closely for adequacy of breathing. Seek medical attention.

Most important symptoms and effects:

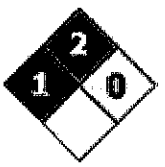
Acute: Minor respiratory irritation at high vapor concentrations.

Delayed: Dry skin and possible irritation with repeated or prolonged exposure.

Section 5: Fire-Fighting Measures

NFPA 704 Hazard Class

Health: 1 **Flammability:** 2 **Instability:** 0



0 (Minimal)
1 (Slight)
2 (Moderate)
3 (Serious)
4 (Severe)

Extinguishing Media: Dry chemical, carbon dioxide, or foam is recommended. Water spray is recommended to cool or protect exposed materials or structures. Carbon dioxide can displace oxygen. Use caution when applying carbon dioxide in confined spaces. Simultaneous use of foam and water on the same surface is to be avoided as water destroys the foam. Water may be ineffective for extinguishment, unless used under favorable conditions by experienced fire fighters.

Specific hazards arising from the chemical

Unusual Fire & Explosion Hazards: Flammable. This material can be ignited by heat, sparks, flames, or other sources of ignition (e.g., static electricity, pilot lights, mechanical/electrical equipment, and electronic devices such as cell phones, computers, calculators, and pagers which have not been certified as intrinsically safe). Vapors may travel considerable distances to a source of ignition where they can ignite, flash back, or explode. May create vapor/air explosion hazard indoors, in confined spaces, outdoors, or in sewers. This product will float and can be reignited on surface water. Vapors are heavier than air and can accumulate in low areas. If container is not properly cooled, it can rupture in the heat of a fire.

Hazardous Combustion Products: Combustion may yield smoke, carbon monoxide, and other products of incomplete combustion. Oxides of nitrogen and sulfur may also be formed.

Special protective actions for firefighters: For fires beyond the initial stage, emergency responders in the immediate hazard area should wear protective clothing. When the potential chemical hazard is unknown, in enclosed or confined spaces, a self contained breathing apparatus should be worn. In addition, wear other appropriate protective equipment as conditions warrant (see Section 8).

Isolate immediate hazard area and keep unauthorized personnel out. Stop spill/release if it can be done safely. Move undamaged containers from immediate hazard area if it can be done safely. Water spray may be useful in minimizing or dispersing vapors and to protect personnel. Cool equipment exposed to fire with water, if it can be done safely. Avoid spreading burning liquid with water used for cooling purposes.

See Section 9 for Flammable Properties including Flash Point and Flammable (Explosive) Limits

Section 6: Accidental Release Measures

Personal precautions, protective equipment and emergency procedures: Flammable. Spillages of liquid product will create a fire hazard and may form an explosive atmosphere. Keep all sources of ignition and hot metal surfaces away from spill/release if safe to do so. The use of explosion-proof electrical equipment is recommended. Stay upwind and away from spill/release. Avoid direct contact with material. For large spillages, notify persons down wind of the spill/release, isolate immediate hazard area and keep unauthorized personnel out. Wear appropriate protective equipment, including respiratory protection, as conditions warrant (see Section 8). See Sections 2 and 7 for additional information on hazards and precautionary measures.

Environmental Precautions: Stop spill/release if it can be done safely. Prevent spilled material from entering sewers, storm drains, other unauthorized drainage systems, and natural waterways. Use foam on spills to minimize vapors. Use water sparingly to minimize environmental contamination and reduce disposal requirements. If spill occurs on water notify appropriate authorities and advise shipping of any hazard. Spills into or upon navigable waters, the contiguous zone, or adjoining shorelines that cause a sheen or discoloration on the surface of the water, may require notification of the National Response Center (phone number 800-424-8802).

Methods and material for containment and cleaning up: Notify relevant authorities in accordance with all applicable regulations. Immediate cleanup of any spill is recommended. Dike far ahead of spill for later recovery or disposal. Absorb spill with inert material such as sand or vermiculite, and place in suitable container for disposal. If spilled on water remove with appropriate methods (e.g. skimming, booms or absorbents). In case of soil contamination, remove contaminated soil for remediation or disposal, in accordance with local regulations.

Recommended measures are based on the most likely spillage scenarios for this material; however local conditions and regulations may influence or limit the choice of appropriate actions to be taken.

Section 7: Handling and Storage

Precautions for safe handling: Keep away from ignition sources such as heat/sparks/open flame – No smoking. Take precautionary measures against static discharge. Nonsparking tools should be used. Wear protective gloves/clothing and eye/face protection. Wash thoroughly after handling. Use good personal hygiene practices and wear appropriate personal protective equipment (see section 8). Flammable. May vaporize easily at ambient temperatures. The vapor is heavier than air and may create an explosive mixture of vapor and air. Beware of accumulation in confined spaces and low lying areas. Open container slowly to relieve any pressure. The use of explosion-proof electrical equipment is recommended and may be required (see appropriate fire codes). Refer to NFPA-70 and/or API RP 2003 for specific bonding/grounding requirements. Do not enter confined spaces such as tanks or pits without following proper entry procedures such as ASTM D-4276 and 29CFR 1910.146. Do not wear contaminated clothing or shoes. Keep contaminated clothing away from sources of ignition such as sparks or open flames.

The use of hydrocarbon fuel in an area without adequate ventilation may result in hazardous levels of incomplete combustion products (e.g. carbon monoxide, oxides of sulfur and nitrogen, benzene and other hydrocarbons) and/or dangerously low oxygen levels.

Static Accumulation Hazard: Electrostatic charge may accumulate and create a hazardous condition when handling this material. To minimize this hazard, bonding and grounding of tanks, transfer piping, and storage tank level floats are necessary but may not, by themselves, be sufficient. Review all operations which have the potential of generating and accumulating an electrostatic charge and/or a flammable atmosphere (including tank and container filling, splash filling, tank cleaning, sampling, gauging, switch loading, filtering, mixing, agitation, and vacuum truck operations) and use appropriate mitigating procedures. Special care should be given to ensure that special slow load procedures for "switch loading" are followed to avoid the static ignition hazard that can exist when higher flash point material (such as fuel oil or diesel) is loaded into tanks previously containing low flash point products (such as gasoline or naphtha). For more information, refer to OSHA Standard 29 CFR 1910.106, 'Flammable and Combustible Liquids', National Fire Protection Association (NFPA 77, 'Recommended Practice on Static Electricity', and/or the American Petroleum Institute (API) Recommended Practice 2003, 'Protection Against Ignitions Arising Out of Static, Lightning, and Stray Currents'.

Conditions for safe storage: Keep container(s) tightly closed and properly labeled. Use and store this material in cool, dry, well-ventilated areas away from heat, direct sunlight, hot metal surfaces, and all sources of ignition. Store only in approved containers. Post area "No Smoking or Open Flame." Keep away from any incompatible material (see Section 10). Protect container(s) against physical damage. Outdoor or detached storage is preferred. Indoor storage should meet OSHA standards and appropriate fire codes.

"Empty" containers retain residue and may be dangerous. Do not pressurize, cut, weld, braze, solder, drill, grind, or expose such containers to heat, flame, sparks, or other sources of ignition. They may explode and cause injury or death. "Empty" drums should be completely drained, properly bunged, and promptly shipped to the supplier or a drum reconditioner. All containers should be disposed of in an environmentally safe manner and in accordance with governmental regulations. Before working on or in tanks which contain or have contained this material, refer to OSHA regulations, ANSI Z49.1, and other references pertaining to cleaning, repairing, welding, or other contemplated operations.

Section 8: Exposure Controls / Personal Protection

Chemical Name	ACGIH	OSHA	Other
Petroleum distillates, hydrotreated light	TWA: 200 mg/m³ Skin	---	---
Kerosine, petroleum, hydrodesulfurized	TWA: 200 mg/m³ Skin	---	---
Kerosine, petroleum	TWA: 200 mg/m³ Skin	---	---
Naphthalene	STEL: 15 ppm TWA: 10 ppm 5 ppm TWA; skin; A3 - confirmed animal carcinogen with unknown relevance to humans; TLV basis: upper respiratory tract irritation Skin	TWA: 10 ppm ; 50 mg/m³	TWA: 0.2 mg/m³ (as total of 17 PNAs measured by NIOSH Method 5506) (Phillips 66 Guidelines)

Note: State, local or other agencies or advisory groups may have established more stringent limits. Consult an industrial hygienist or similar professional, or your local agencies, for further information.

Engineering controls: If current ventilation practices are not adequate to maintain airborne concentrations below the established exposure limits, additional engineering controls may be required.

Eye/Face Protection: The use of eye protection that meets or exceeds ANSI Z.87.1 is recommended to protect against potential eye contact, irritation, or injury. Depending on conditions of use, a face shield may be necessary.

Skin/Hand Protection: The use of gloves impervious to the specific material handled is advised to prevent skin contact. Users should check with manufacturers to confirm the breakthrough performance of their products. Depending on exposure and use conditions, additional protection may be necessary to prevent skin contact including use of items such as chemical resistant boots, aprons, arm covers, hoods, coveralls, or encapsulated suits. Suggested protective materials: Nitrile

Respiratory Protection: Where there is potential for airborne exposure above the exposure limit a NIOSH certified air purifying respirator equipped with organic vapor cartridges/canisters may be used.

A respiratory protection program that meets or is equivalent to OSHA 29 CFR 1910.134 and ANSI Z88.2 should be followed whenever workplace conditions warrant a respirator's use. Air purifying respirators provide limited protection and cannot be used in atmospheres that exceed the maximum use concentration (as directed by regulation or the manufacturer's instructions), in oxygen deficient (less than 19.5 percent oxygen) situations, or under conditions that are immediately dangerous to life and health (IDLH).

Other Protective Equipment: Eye wash and quick-drench shower facilities should be available in the work area. Thoroughly clean shoes and wash contaminated clothing before reuse.

Suggestions provided in this section for exposure control and specific types of protective equipment are based on readily available information. Users should consult with the specific manufacturer to confirm the performance of their protective equipment. Specific situations may require consultation with industrial hygiene, safety, or engineering professionals.

Section 9: Physical and Chemical Properties

Data represent typical values and are not intended to be specifications. N/A = Not Applicable; N/D = Not Determined

Appearance: Clear, light yellow or light green
Physical Form: Liquid
Odor: Kerosene
Odor Threshold: No data
pH: Not applicable
Vapor Density (air=1): > 4.5
Upper Explosive Limits (vol % in air): 4.7
Lower Explosive Limits (vol % in air): 0.6
Evaporation Rate (nBuAc=1): <1
Particle Size: N/A
Percent Volatile: 98-100% @ 545°F (285°C)
Flammability (solid, gas): N/A

Flash Point: 100-150 °F / 38-66 °C
Test Method: Tag Closed Cup (TCC), ASTM D56
Initial Boiling Point/Range: 300 - 572 °F / 149 - 300 °C
Vapor Pressure: 0.40 mmHg
Partition Coefficient (n-octanol/water) (Kow): No data
Melting/Freezing Point: < -40 °F / < -40 °C
Auto-ignition Temperature: 410 °F / 210 °C
Decomposition Temperature: No data
Specific Gravity (water=1): 0.775-0.840 @ 68°F / 20°C
Bulk Density: 6.73 lbs/gal
Viscosity: 1.5-2.5 cSt typical @ 68°F (20°C) / 8 max cSt @ -4°F (-20°C)
Solubility in Water: <0.1%

Section 10: Stability and Reactivity

Reactivity: Not chemically reactive.

Chemical stability: Stable under normal ambient and anticipated conditions of use.

Possibility of hazardous reactions: Hazardous reactions not anticipated.

Conditions to avoid: Avoid high temperatures and all sources of ignition. Prevent vapor accumulation.

Incompatible materials: Avoid contact with strong oxidizing agents and strong reducing agents.

Hazardous decomposition products: Not anticipated under normal conditions of use.

Section 11: Toxicological Information

Information on Toxicological Effects of Substance/Mixture

Acute Toxicity	Hazard	Additional Information	LC50/LD50 Data
Inhalation	Expected to have a low degree of toxicity by inhalation		>5.2 mg/L (mist)
Dermal	Unlikely to be harmful		> 2 g/kg
Oral	Unlikely to be harmful		> 5 g/kg

Aspiration Hazard: May be fatal if swallowed and enters airways.

Skin Corrosion/Irritation: Causes skin irritation. Repeated exposure may cause skin dryness or cracking.

Serious Eye Damage/Irritation: Causes mild eye irritation.

Symptoms of Overexposure: While significant vapor concentrations are not likely, high concentrations can cause minor respiratory irritation, headache, drowsiness, dizziness, loss of coordination, disorientation and fatigue. Ingestion can cause irritation of the digestive tract, nausea, diarrhea, and vomiting.

Skin Sensitization: Not expected to be a skin sensitizer.

Respiratory Sensitization: No information available.

Specific Target Organ Toxicity (Single Exposure): May cause drowsiness and dizziness.

Specific Target Organ Toxicity (Repeated Exposure): Not expected to cause organ effects from repeated exposure.

Carcinogenicity: Not expected to cause cancer. Petroleum middle distillates have been shown to cause skin tumors in mice following repeated and prolonged skin contact. Follow-up studies have shown that these tumors are produced through a non-genotoxic mechanism associated with frequent cell damage and repair, and that they are not likely to cause tumors in the absence of prolonged skin irritation.

Germ Cell Mutagenicity: Not expected to cause heritable genetic effects.

Reproductive Toxicity: Not expected to cause reproductive toxicity. Hydrodesulfurized kerosene applied to the skin of female rats at 494, 330, or 165 mg/kg daily for 7 consecutive weeks (premating, mating, and gestation), or for 8 consecutive weeks in males did not result in systemic, reproductive, or developmental toxicity.

Information on Toxicological Effects of Components

Naphthalene

Carcinogenicity: Naphthalene has been evaluated in two year inhalation studies in both rats and mice. The US National Toxicology Program (NTP) concluded that there is clear evidence of carcinogenicity in male and female rats based on increased incidences of respiratory epithelial adenomas and olfactory epithelial neuroblastomas of the nose. NTP found some evidence of carcinogenicity in female mice (alveolar adenomas) and no evidence of carcinogenicity in male mice. Naphthalene has been identified as a carcinogen by IARC and NTP.

Section 12: Ecological Information

Toxicity: Acute aquatic toxicity studies on samples of jet fuel and kerosine streams show acute toxicity values greater than 1 mg/L and mostly in the range 1-100 mg/L. These tests were carried out on water accommodated fractions, in closed systems to prevent evaporative loss. Results are consistent with the predicted aquatic toxicity of these substances based on their hydrocarbon composition. Kerosines should be regarded as toxic to aquatic organisms, with the potential to cause long term adverse effects in the aquatic environment.

Persistence and Degradability: The hydrocarbons in this material are not readily biodegradable but are regarded as inherently biodegradable since their hydrocarbon components can be degraded by microorganisms.

Persistence per IOPC Fund definition: Non-Persistent

Bioaccumulative Potential: Hydrocarbon constituents of kerosine show measured or predicted Log Kow values ranging from 3 to 6 and above and therefore would be regarded as having the potential to bioaccumulate. In practice, metabolic processes may reduce bioconcentration.

Mobility in Soil: On release to water, hydrocarbons will float on the surface and since they are sparingly soluble, the only significant loss is volatilization to air. It is possible that some of the higher molecular weight hydrocarbons will be adsorbed on sediment. Biodegradation in water is a minor loss process. In air, these hydrocarbons are photodegraded by reaction with hydroxyl radicals with half lives varying from 0.1 to 0.7 days.

Other Adverse Effects: None anticipated.

Section 13: Disposal Considerations

The generator of a waste is always responsible for making proper hazardous waste determinations and needs to consider state and local requirements in addition to federal regulations.

This material, if discarded as produced, would not be a federally regulated RCRA "listed" hazardous waste. However, it would likely be identified as a federally regulated RCRA hazardous waste for the following characteristic(s) shown below. See Sections 7 and 8 for information on handling, storage and personal protection and Section 9 for physical/chemical properties. It is possible that the material as produced contains constituents which are not required to be listed in the MSDS but could affect the hazardous waste determination. Additionally, use which results in chemical or physical change of this material could subject it to regulation as a hazardous waste.

Container contents should be completely used and containers should be emptied prior to discard. Container residues and rinseates could be considered to be hazardous wastes.

EPA Waste Number(s)
- D001 - Ignitability characteristic

Section 14: Transport Information

U.S. Department of Transportation (DOT)

Shipping Description:	***Aquatic toxicity studies indicate this material may be classified as a Marine Pollutant under IMDG Code. It is not currently regulated as a marine pollutant by the USDOT. If there is not a Shipping Description or other DOT marking, labeling, placarding and packaging references shown in this section, it is not regulated as a hazardous material by the USDOT.***
	UN1863, Fuel, aviation, turbine engine, Combustible liquid ***or*** 3, III
Non-Bulk Package Marking:	None ***or*** Fuel, aviation, turbine engine, UN1863
Non-Bulk Package Labeling:	None ***or*** Flammable liquid
Bulk Package/Placard Marking:	Combustible ***or*** Flammable/1863
Packaging - References:	None; None; 49 CFR 173.241 ***or*** 49 CFR 173.150; 173.203; 173.241 ***(Exceptions; Non-bulk; Bulk)***
Hazardous Substance:	See Section 15 for RQ`s
Emergency Response Guide:	128
Note:	***This product may be classified as a Combustible Liquid for domestic land transportation under 49 CFR 173.150(f).Combustible liquids are not regulated by DOT in non-bulk quantities shipped by land.*** ***If this material is determined to be a Marine Pollutant, it CANNOT be reclassified as a Combustible Liquid.*** ***Container(s) greater than 5 liters (liquids) or 5 kilograms (solids), shipped by water mode and ALL bulk shipments may require the shipping description to contain the "Marine Pollutant" notation [49 CFR 172.203(l)] and the container(s) to display the [Marine Pollutant Mark] [49 CFR 172.322].***

International Maritime Dangerous Goods (IMDG)

Shipping Description:	UN1863, Fuel, aviation, turbine engine, 3, III, (FP° C cc), *[where FP is the material's flash point in degrees Celsius closed cup]*
Non-Bulk Package Marking:	Fuel, aviation, turbine engine, UN1863

Labels:	Flammable liquid
Placards/Marking (Bulk):	Flammable/1863
Packaging - Non-Bulk:	P001
EMS:	F-E, S-E
Note:	***U.S. DOT compliance requirements may apply. See 49 CFR 171.22, 23 & 25. If container(s) is greater than 5 liters (liquids) or 5 kilograms (solids), shipment may require the shipping description to contain the "Marine Pollutant" description [IMDG 5.4.1.4.3.5] and the container(s) to display the Marine Pollutant mark [IMDG 5.2.1.6]. If transported in bulk by marine vessel in international waters, product is being carried under the scope of MARPOL Annex I.***

Transport in bulk according to Annex II of MARPOL 73/78 and the IBC Code
Not applicable

International Civil Aviation Org. / International Air Transport Assoc. (ICAO/IATA)

UN/ID #:	UN1863
Proper Shipping Name:	Fuel, aviation, turbine engine
Hazard Class/Division:	3
Subsidiary risk:	None
Packing Group:	III
Non-Bulk Package Marking:	Fuel, aviation, turbine engine, UN1863
Labels:	Flammable liquid
ERG Code:	3L
Note:	***U.S. DOT compliance requirements may apply. See 49 CFR 171.22, 23 & 24. If container(s) is greater than 5 liters (liquids) or 5 kilograms (solids), shipment may require the container to display the "Environmentally hazardous substance" mark [IATA 7.1.6.3].***

	LTD. QTY	Passenger Aircraft	Cargo Aircraft Only
Packaging Instruction #:	Y344	355	366
Max. Net Qty. Per Package:	10 L	60 L	220 L

Section 15: Regulatory Information

CERCLA/SARA - Section 302 Extremely Hazardous Substances and TPQs (in pounds):
This material does not contain any chemicals subject to the reporting requirements of SARA 302 and 40 CFR 372.

CERCLA/SARA - Section 311/312 (Title III Hazard Categories)

Acute Health:	Yes
Chronic Health:	Yes
Fire Hazard:	Yes
Pressure Hazard:	No
Reactive Hazard:	No

CERCLA/SARA - Section 313 and 40 CFR 372:
This material contains the following chemicals subject to the reporting requirements of Section 313 of SARA Title III and 40 CFR 372:

Chemical Name	Concentration	de minimis
Naphthalene	<1	0.1%

EPA (CERCLA) Reportable Quantity (in pounds):
EPA's Petroleum Exclusion applies to this material - (CERCLA 101(14)).

California Proposition 65:
Warning: This material may contain detectable quantities of the following chemicals, known to the State of California to cause cancer, birth defects or other reproductive harm, and which may be subject to the warning requirements of California Proposition 65 (CA Health & Safety Code Section 25249.5):

Chemical Name	Type of Toxicity
Toluene	Developmental Toxicant Female Reproductive Toxicant
Benzene	Cancer Developmental Toxicant Male Reproductive Toxicant
Naphthalene	Cancer

Canada:
This product has been classified in accordance with the hazard criteria of the Controlled Products Regulations (CPR) and the SDS contains all the information required by the Regulations.

WHMIS Hazard Class:
B3 - Combustible Liquids
D2B

National Chemical Inventories
All components are either listed on the US TSCA Inventory, or are not regulated under TSCA
All components are either on the DSL, or are exempt from DSL listing requirements.

U.S. Export Control Classification Number: EAR99

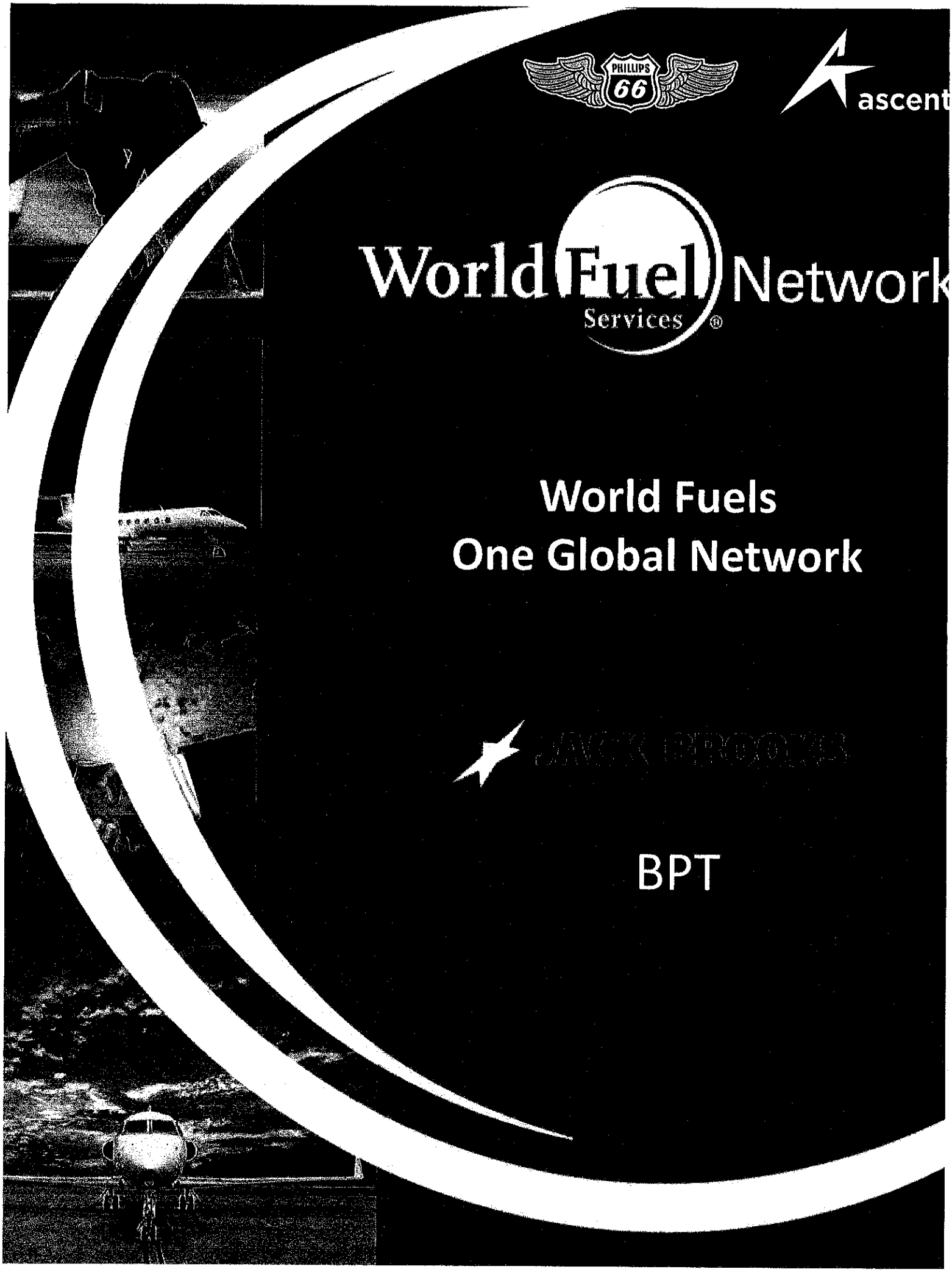
Section 16: Other Information

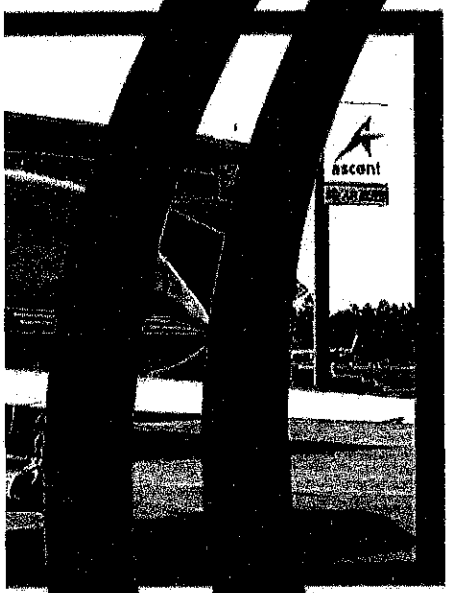
Date of Issue:	Previous Issue Date:	SDS Number:	Status:
27-Feb-2013	14-Feb-2013	001975	FINAL

Revised Sections or Basis for Revision:
Identified Hazards (Section 2); Environmental hazards (Section 12)

Guide to Abbreviations:
ACGIH = American Conference of Governmental Industrial Hygienists; CASRN = Chemical Abstracts Service Registry Number; CEILING = Ceiling Limit (15 minutes); CERCLA = The Comprehensive Environmental Response, Compensation, and Liability Act; EPA = Environmental Protection Agency; GHS = Globally Harmonized System; IARC = International Agency for Research on Cancer; INSHT = National Institute for Health and Safety at Work; IOPC = International Oil Pollution Compensation; LEL = Lower Explosive Limit; NE = Not Established; NFPA = National Fire Protection Association; NTP = National Toxicology Program; OSHA = Occupational Safety and Health Administration; PEL = Permissible Exposure Limit (OSHA); SARA = Superfund Amendments and Reauthorization Act; STEL = Short Term Exposure Limit (15 minutes); TLV = Threshold Limit Value (ACGIH); TWA = Time Weighted Average (8 hours); UEL = Upper Explosive Limit; WHMIS = Worker Hazardous Materials Information System (Canada)

Disclaimer of Expressed and implied Warranties:
The information presented in this Safety Data Sheet is based on data believed to be accurate as of the date this Safety Data Sheet was prepared. HOWEVER, NO WARRANTY OF MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, OR ANY OTHER WARRANTY IS EXPRESSED OR IS TO BE IMPLIED REGARDING THE ACCURACY OR COMPLETENESS OF THE INFORMATION PROVIDED ABOVE, THE RESULTS TO BE OBTAINED FROM THE USE OF THIS INFORMATION OR THE PRODUCT, THE SAFETY OF THIS PRODUCT, OR THE HAZARDS RELATED TO ITS USE. No responsibility is assumed for any damage or injury resulting from abnormal use or from any failure to adhere to recommended practices. The information provided above, and the product, are furnished on the condition that the person receiving them shall make their own determination as to the suitability of the product for their particular purpose and on the condition that they assume the risk of their use. In addition, no authorization is given nor implied to practice any patented invention without a license.


PHILLIPS 66
ascent
World Fuel Services Network
World Fuels
One Global Network
BPT



World Fuel Services® Network

Phillips 66® Aviation Fuel Brand & Programs Offering

Prepared Exclusively For:

Jack Brooks Regional Airport
IFB 14-015/JW
June 24, 2014

Phillips 66® Aviation Fuel Brand

- Pilots and FBOs have been relying on Phillips 66 Aviation for more than 80 years as their source for the highest quality jet and aviation gasoline fuels.
- 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.
- Phillips 66 is among the largest refiners in the United States and a major supplier of jet fuel and avgas to general, commercial and military aviation.
- Phillips 66 Aviation is a valuable partner to World Fuel Services (WFS). Together Phillips 66 Aviation and World Fuel Services are able to provide you a combined supply and brand program provider that is unparalleled in aviation.

Jet Fuel Treated with Additive is Available

- Through World Fuel Services, we have a unique opportunity to offer Phillips 66 aviation branded Jet Fuel with Additive. We have the ability to determine the best or most natural supply source for your business.

- One important element that remains part of the Phillips 66 aviation brand package is that jet fuel treated with additive is available to FBOs. This means that the product can be shipped from the terminal pre-blended with additive **or** injected at the fuel farm or refueler.

- Further discussions specific to your situation will need to take place regarding filtration requirements for pre-blended fuel.

Equipment and Pricing

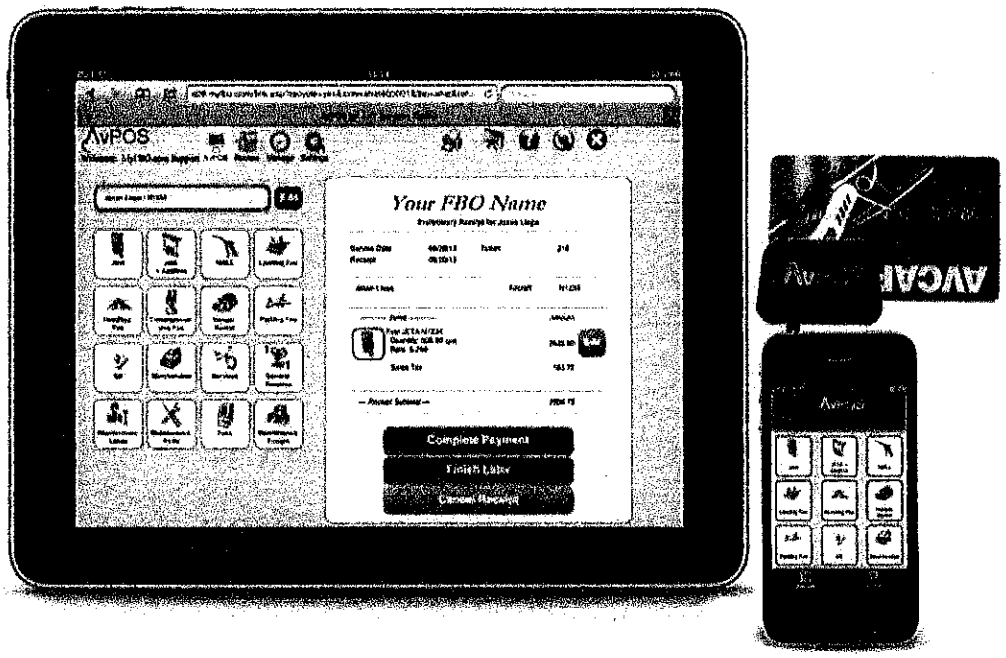
Type	Year	Make/Model	Specifications	Estimated Lease Rate
Jet	2008	Garsite 3,000 USG	Diesel, Automatic, 2 Reels	$ 1200/mo
OR				
Jet	2014	International Sky Mark 3,000 USG	Diesel, Automatic, 2 Reels	$ 1700/mo

- WFS maintenance support includes multiple dedicated resources in the region with flexible options for qualifying local alternatives
- Loaner vehicles are available at no cost to you for emergency equipment repairs and special events for up to 30 days. The FBO is only responsible for the freight
- Up to $3000.00 annually for equipment items or upgrades. Filter changes will qualify. Customer must comply with Lessee maintenance requirements as outlined in our standard lease agreement. Maintenance records are required.

Phillips 66 Credit Card Processing Equipment

Equipment:	Expense
VeriFone VX570 Point of Sale Machine	$0/month per machine
Credit Card Equipment Monthly Maintenance	$0/month maintenance
FBO Software Compatibility	**Existing** TFBO Users may opt to add Phillips 66 gateway for $10.00/month, if requested

AvPOS*



Swipe. Select. Process. It's That Easy!

If your FBO is still using the older bulky style credit card processor, you're taking a risk on generating costly errors. With AvPOS, you get a web-based desktop POS and mobile system that eliminates double entry of data for a more reliable solution.

User friendly icons display basic FBO transactions, such as Fuel, APU Service, LAV Service, Landing Fees, etc....depending on your needs. Choose icons, enter amounts, select Payment Method and you're done. Simple as 1,2,3...

*If AvPos is used, the P66 VX570 will need to process all P66 cards to qualify for the 0% processing fee and to award WingPoints

AvPOS

Key Features Include:

- Eliminates double entry of data for greater reliability
- 100% Web-Based
- Login Anywhere in Your FBO
- Can Use With Mobile Devices
- Integrated PCI Compliant Card Processing
- Save All Credit Cards on File (Except AIRCard®)
- Basic Fuel and Revenue Reporting
- Multiple Tax & Discount Levels Supported
- Automatic Batching
- Guaranteed Privacy & Ownership of Data
- Safe & Secure/Daily Backups
- Unlimited Customer Service & Support
- **NEW!** Compatiable with TotalFBO®
- Go to www.avpos.com for more details

Cards Accepted:

- Visa, Master Card, Discover, American Express
- Avfuel
- AVCARD
- US Bank Aviation
- Alliance Contact Fuel
- Government AIRCard®

Pricing: **FREE**

Software Accounting Programs Available

totalFBO®

Pricing is based on selection options.
See website for details
http://www.hbcinc.com/TotalFBO.aspx

MyFBO.com
DOING BUSINESS FOR AVIATION

Starts at $50 a month
w/additional options available
http://myfbo.com/myfbo/

FBO MANAGER™

Pricing is based on selection options.
See website for details
http://fbomanager.com/cgi-bin/p/awtp-product-category.cgi?d=fbo-manager&pc=63

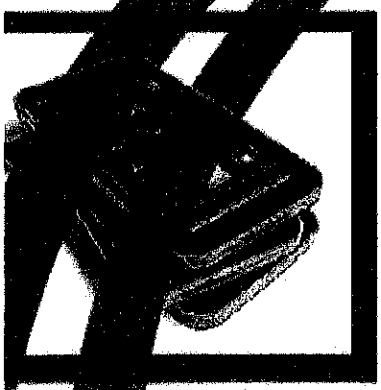
WingPoints Rewards

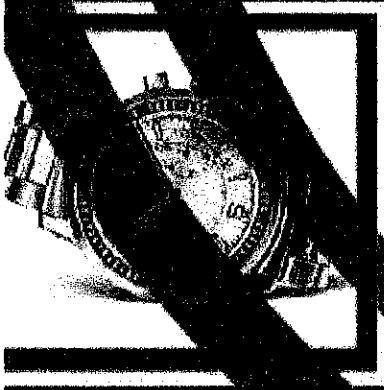
What is WingPoints?

- Cutting edge aviation rewards program
- Created in response to customer demand
- An answer to competitive programs
  - Obtain card at FBO
  - Points awarded on first sale
  - Online registration
  - Online redemption
  - Bonus awards when used with P66 cards
- Instant Rewards
  - Popular Gift Cards including Visa
  - Charity options
  - Ability to link accounts
- Drives volume
- Pilot receives 10 points/gallon
- FBO cost is $0.02 per gallon

FlyBuys®
REWARDS PROGRAM

The MOST Points. The MOST Places.





Why Members LOVE FlyBuys?

1. The only Business & General Aviation loyalty program that is open to international membership

2. Eligibility extends past pilots to include corporate flight departments, flight crew, schedulers & dispatchers

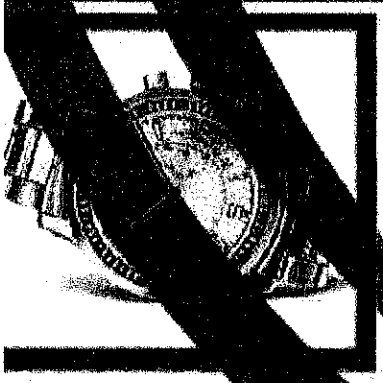
3. Enrollment is fast, easy and all online

4. FlyBuys membership is free
   - Similar rewards programs charge members an annual fee of $50 or more

5. Once each individual tail number, AVCARD & World Fuel Services account number is linked, points are deposited automatically-no physical FlyBuys card required onsite

FlyBuys® REWARDS PROGRAM

The MOST Points. The MOST Places.



FlyBuys Rewards Funded By WFS:

Programs	In-Network	Out-of-Network
World Fuel / Allister	1 point per gallon	1 point per gallon
AVCARD / JLS AERO	1 point per $5.00	1 point per $10.00
Basco Jets	1 point per $1.00	1 point per $1.00

- In Network = A group of FBOs that provide branded fuel and are supplied by WFS and are a part of the World Fuel Services Network

- Out of Network = A group of FBOs that are not branded & are NOT Part of World Fuel Services Network (We do not supply them fuel) nor do we allow them to be a "Participating FlyBuys" location

FlyBuys® REWARDS PROGRAM

Let's Get Straight to the Points:

2,000 points = $20 charitable donation
Corporate Angel Network

CAN. CORPORATE ANGEL NETWORK

5,000 points = $50 Gift Card
Over 200 popular retailers

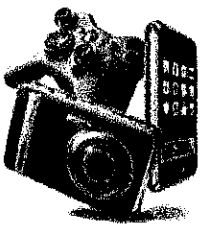
GIFT CERTIFICATES.COM

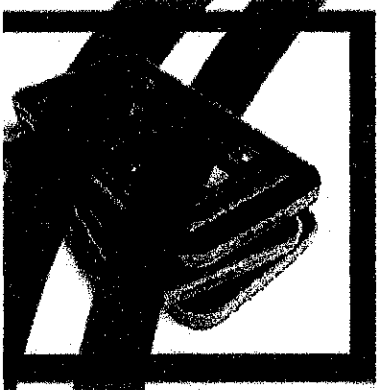
10,000 points = $100 Travel Certificate
Top U.S. Commercial Airlines

20,000 points = $200 WFS Invoice Credit
Outstanding AVCARD, WFS-Alliance contract fuel & BaseOps Invoices

World Fuel Services

5,000+ points = International Online Catalog
Merchandise and gift cards available for international members in over 55 countries and VISA Gift Cards





Double Dip?*
Yes You Can!

FlyBuys™
REWARDS PROGRAM

The MOST Points. The MOST Places.

- World Fuel Services Aviation loyalty program
- 7,800 locations in 200 countries worldwide
- Members earn FlyBuys Rewards automatically when they link and use AVCARD/Wings Card, World Fuel Services-Alliance Contract Fuel and BaseOps Services
- U.S. & International:
  - -Pilots
  - -Schedulers & Dispatchers
  - -Flight Crew Members
  - -Flight Departments
- Free Membership

WINGPOINTS®
Rewards With Altitude®

- Phillips 66 Aviation Loyalty Program at over 500 locations in the US
- 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
- U.S Only
  - -Pilots
  - -Schedulers & Dispatchers
  - -Flight Crew Members
  - -Flight Departments
- Free Membership

*Co-Branded Wings Card needs to be registered on both the WingPoints and FlyBuys websites

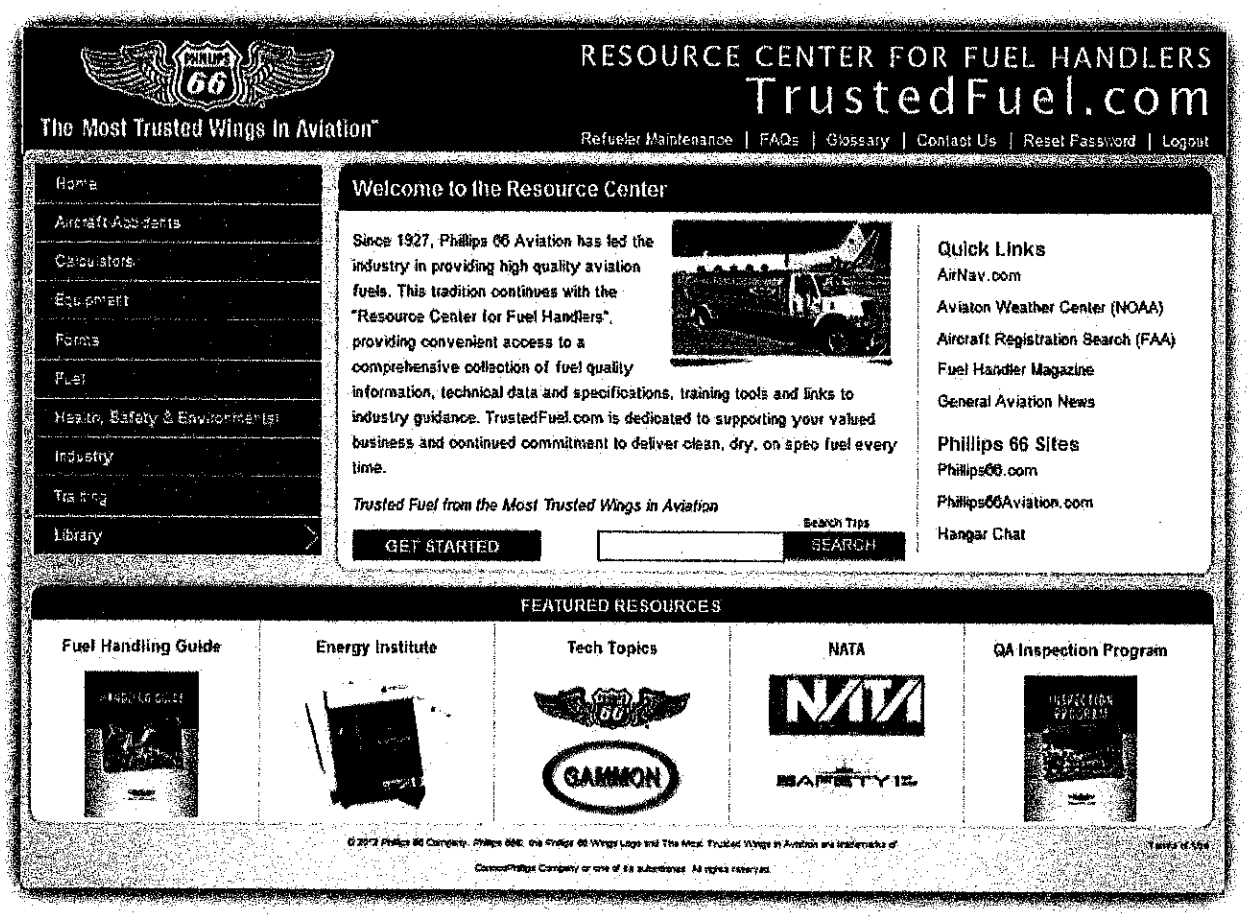
FlyBuys Rewards & Phillips 66® WingPoints

Loyalty Program	Wings AVCARD	Blue AVCARD	WFS-Alliance Contract Fuel	BaseOps	Other Cards
FlyBuys FlyBuysRewards.com	1 point per $2.50	1 point per $2.50	2 point per $2.50 gallon	1 point per $1.00 service	Yes - Optional Discretion ÷ Funds
WingPoints WingPoints.com	20 points per gallon	0	0	0	Yes

Loyalty Program	International	Auto Points	Air Elite Bonus Points	Gift Card Reward	Debit Card	Other Reward Choices Merchandise	Invoice Credit	Charitable Donation
FlyBuys FlyBuysRewards.com	Yes	Yes - Once Linked	Yes (4X AVCARD & 2X Contract Fuel)	Yes	Yes	Yes	Yes	Yes
WingPoints WingPoints.com	No	No- must have card	No	Yes	Yes	No	No	Yes

*Automatic 10 WingPoints issued per gallon. 20 WingPoints per gallon issured when paying with any P66 card

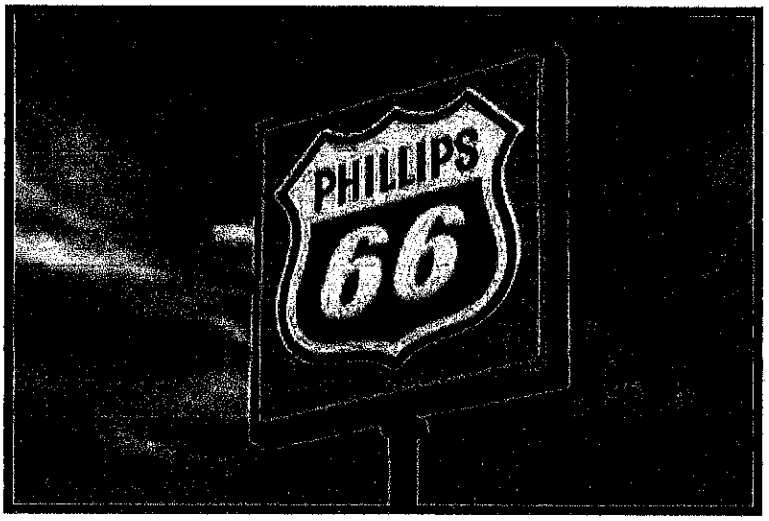
TrustedFuel.com



Training - NATA PLST ONLINE

- Provides Phillips 66 Branded Dealers with access to NATA Safety 1st PLST Online training program
  - Standard 8-module PLST Online Course $75/$50
  - Safety 1st Certification
    - Certification certificate and patch available from NATA for a fee
- Additional Courses Available
  - Line Service Supervisor Training $295/$245
  - MLST – 3 modules on fuel handling $25
  - Customer Service, Safety and Security $165/$80
  - NATA De/Anti-Icing $180/$115
  - PLST Recurrent $148/$110
- WFS will provide 3 PLST seats per year **FREE**
- All others are eligible for co-op reimbursement

Signage



- Signage & installation allowance
- Signage is highly visible and instantly recognizable
- Double-sided pole signs or single-face wall signs available

Cooperative Advertising

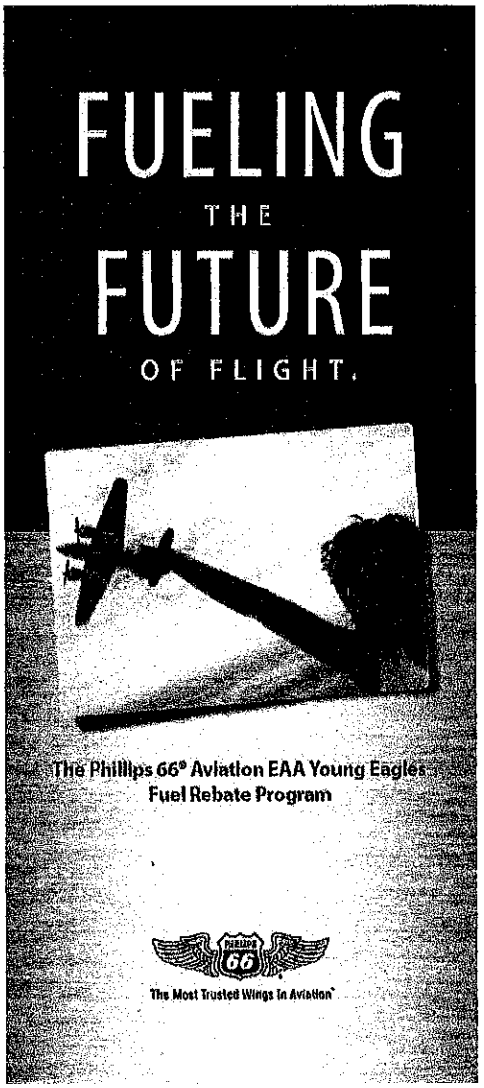
- The funds are accumulated at a rate of $.005 per gallon on an annual basis.
- Accrual based on the previous year's volume
- An approved branding logo must be used for all advertising, uniforms, marketing, and printed materials
- The program is administered by our staff to ensure funds are used in a timely and effective manner.
- 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.

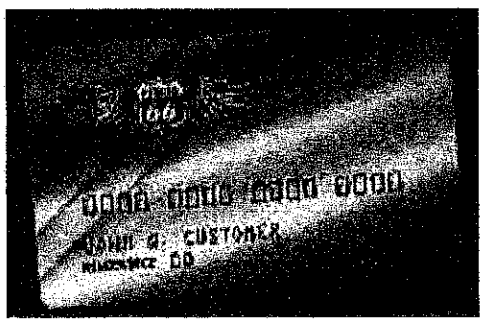
Items that Qualify for Co-Op
Advertising
Credit Card Processing Equipment and Software
NATA Safety 1st
Fuel Testing Equipment
Line Service Training
NATA and State Aviation Dues
Premium Items for FBO Promotions
Printed Materials
Trade Shows & Industry Exhibition
Uniforms w/Approved Logo
Website
2013 Marketing Conference (plus travel)
Aviation Related Website Fees
Promotional Mailings, Communications Tools, and Up-Selling Programs
Airport/FBO Specific Events
Industry Specific Dues and Subscriptions
WingPoints Reward Point Purchases
Flight Tracking
Advertising & Communication Agency Marketing & Sales Support Fees
FBO Facility or Personal Improvements*
Air Elite Network Members

*Must have positive impact on customer experience.

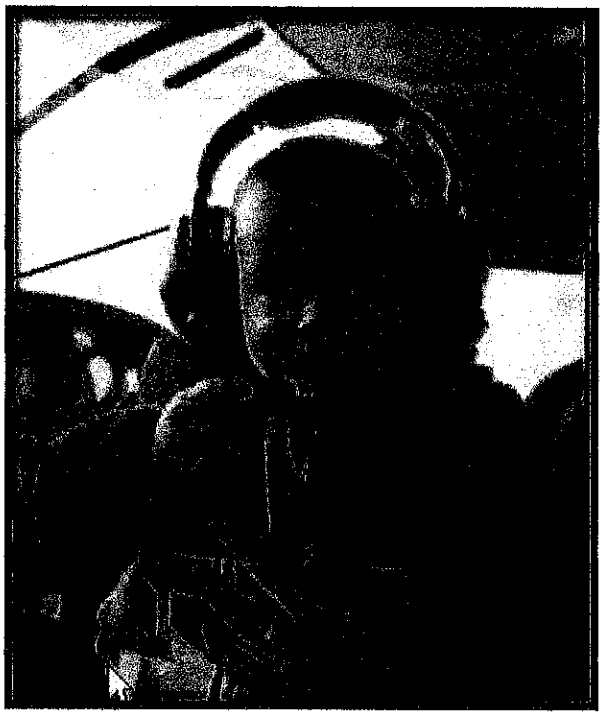
EAA – Young Eagles 20 Years

- Pilots Earn $1/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





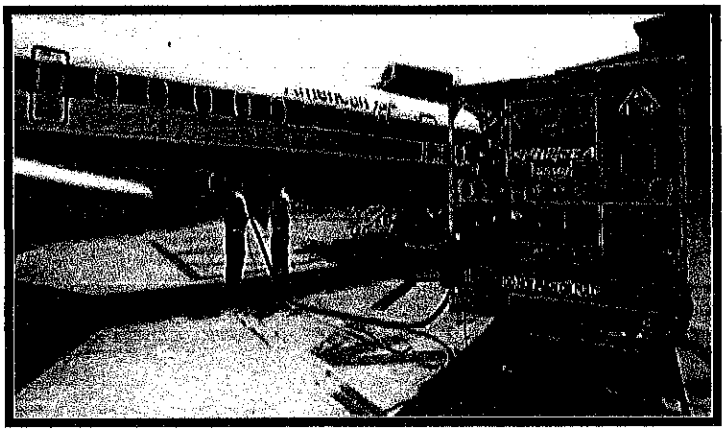
Compassion Flight Rebates



- Pilots Earn $1/Gallon Rebate
  - Offered to pilots flying for select Compassion Flight Organizations
  - Pay for avgas with 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

Phillips 66® Partners Into-Plane

Contract Fuel Program



- More than 500 participating members
  - Major and Regional Passenger Airlines
  - Cargo
  - Air Ambulance
  - Fire Fighting, and other specialty operators

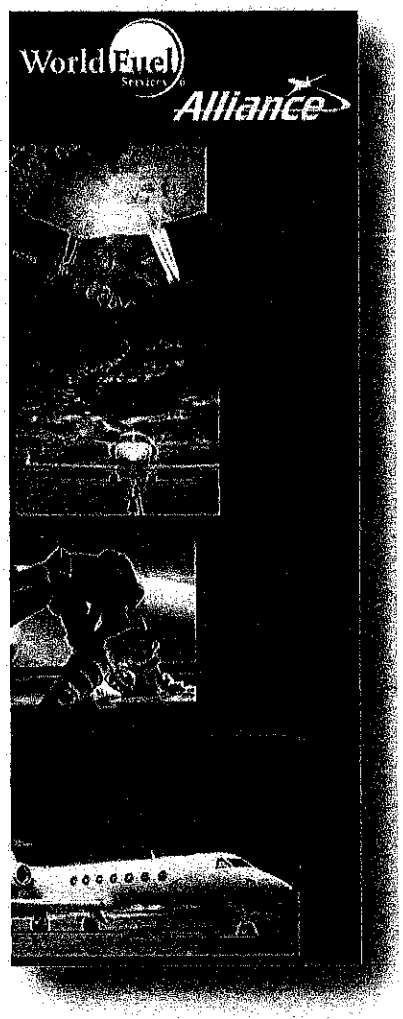
- Phillips 66 takes credit risk - NO Credit Risk to Dealer (airline exposure)
- No Processing Fee Charged to FBO
- Dealer Establishes their own Into-Wing Fee
- FBO Receives Into-Wing Fee from Phillips 66 within 48 hours

World Fuel Services Network

World Fuel Services Alliance Contract Fuel

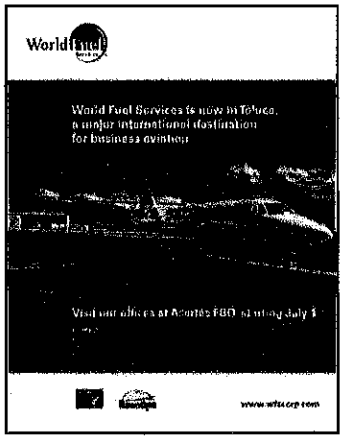
An alternative approach to credit card transactions

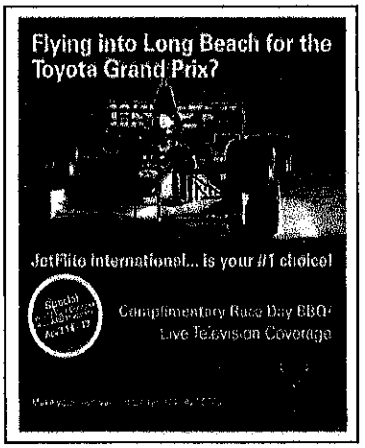
- A Comprehensive Program Targeted To Provide Processing Credit Options To The FBO & Bring New Opportunities To The FBO With Our Flight Department Sales Force Marketing Efforts.
- The Next Generation in Contract Fuel - A truly global Contract Fuel program with 3,000 locations in 200 countries
- Leverage your location's market presence through our 27 sales executives, located throughout the world.
- Seamless electronic processing of contract fuel transactions using the most popular FBO point of sale software systems.
- Enjoy accelerated credit card payment without processing fees!
- Control your margin! Set your own into-plane fees to meet profitability objectives, including tiered pricing.
- Serve more customers: the Alliance card and platform is open to both flight departments and resellers.
- Process any aviation product or service through the Alliance program at no added cost, as long as fuel is a component of the transaction.
- Enjoy secure cash flow delivery through Alliance-held receivables
- Provide FlyBuys Rewards Program points with every fuel sale without additional expense!

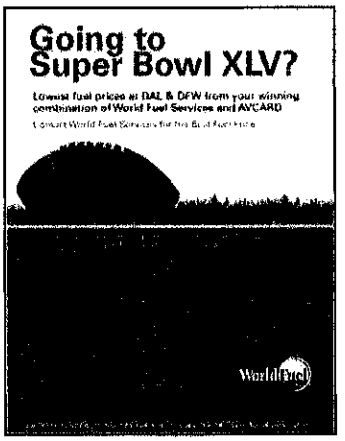


World Fuel Services Network

Marketing & Promotion Support



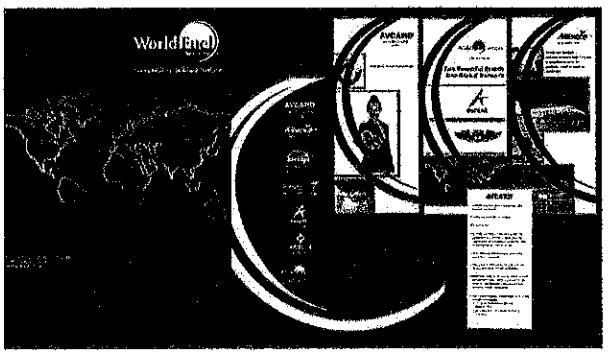




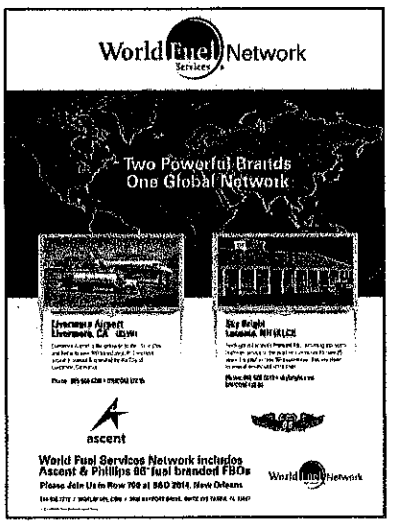
- Dedicated In-house Resources
- Industry leading tradeshow support and NBAA kiosk programs
- FBO promo and event strategies for on-field events
- Print, web, social and electronic media and advertising
- Dedicated marketing support for ad, website and collateral development
- Our in-house marketing team works with the network to provide proven, customized and integrated marketing initiatives
- Analyze current FBO marketing efforts and assist in development to support future needs along with tracking/report consultation

Marketing & Promotion Support

- Market intelligence with proven channels & techniques
- Press strategies and press release development for your FBO
- Co-op advertising and marketing program to assist with expense reduction
- Electronic Direct Mail/Email marketing campaigns
- Access to real time and historical flight tracking data through TRAQPak, Passur, FlightAware Toolbox at deeply discounted rates
- FBO spotlight article in our newsletter



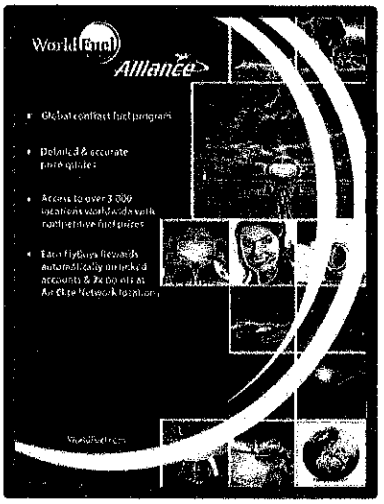
Flight Department Support Materials

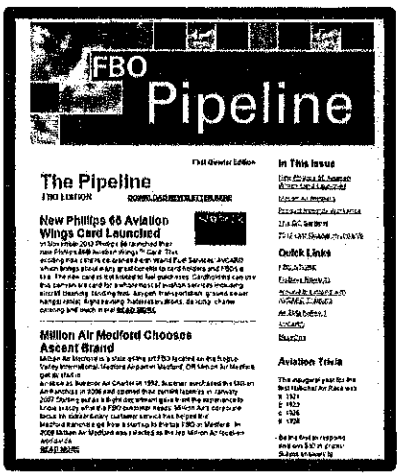


Network Ads

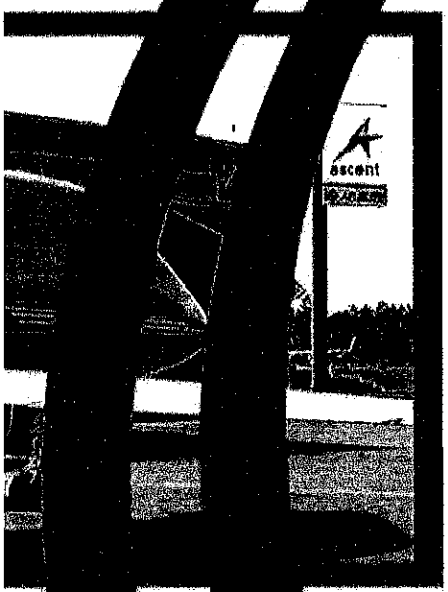
World Fuel Services Network

Marketing & Show Support





World Fuel Services Network



Thank You!

JACK BROOKS
REGIONAL AIRPORT

06-[illegible] 4408:23 RC

SEALED BID

JEFFERSON COUNTY PURCHASING DEPARTMENT
1149 PEARL STREET, 1ST FLOOR
BEAUMONT, TX 77701

BID NAME:
TERM CONTRACT FOR AVIATION FUEL FOR JACK BROOKS REGIONAL AIRPORT

BID NO: IFB 14-015/JW

BID DUE DATE/TIME:
11:00 AM CST, TUESDAY, JUNE 24, 2014

AVFUEL CORPORATION

GLOBAL SUPPLIER OF AVIATION FUEL AND SERVICES

Bid Name: Term Contract for Aviation Fuel for Jack Brooks Regional Airport
Bid No: IFB 14-015/JW
Due Date/Time: 11:00am CST, Tuesday, June 24, 2014

ORIGINAL

MINIMUM SPECIFICATIONS

OBJECTIVE:

Avfuel Corporation is a privately owned company that began branding aviation dealers in 1978. We are the largest privately owned Branded Aviation Fuel Supplier in the U.S. We provide our fuel and services to just over 600 contracted branded dealers as well as some 2,000 more customers on a non-branded basis. We have just over 25% market share of the branded dealers in the U.S. and are extremely strong in Texas where we supply over one hundred Avfuel branded locations. We own and operate a fleet of over 700 aviation refuelers which we lease to our dealer network. Avfuel has been voted the number one Most Recognized Aviation Brand for the last 7 years in a row in Pro Pilot Magazine's annual pilot survey.

Our main office is located in Ann Arbor, Michigan. Your account will be handled by our Abilene, Texas office where we have a Quality Assurance Representative, two Avfuel District Managers and our VP of Sales for the western part of the U.S. For more information regarding our company and programs, you can visit our website at www.avfuel.com.

SCOPE:

As Specified, Avfuel will provide services outlined in the bid for 3 years

-**PRICE FORMULA**: Avfuel will provide Platt's related formula pricing as follows:

A) Avgas 100LL: Platts US Gulf Coast Unleaded Premium Pipe Mean previous weeks average plus a differential of $.7877 per gallon. This differential includes cost of freight based upon full truckload deliveries of $.1127 gallon and markup constant of $.08 per gallon. Effective 5/13/14 the Platts US Gulf Coast Unleaded Premium Pipe Mean reference price was $2.9987 per gallon plus our differential of $.7877 per gallon makes your total delivered price before taxes at $3.7864/gallon. Jefferson County Airport will be charged all applicable taxes which are stated at time of bid for Avgas 100LL as $.19790 per gallon. Avgas 100LL pricing is based upon 8000-8400 gallon full truckload of Avgas 100LL product coming out of the Delek Refining Terminal in Tyler, Texas. The backup rack for this terminal will be Baton Rouge, Louisiana. The markup constant will remain the same as shown; however any additional cost of freight will be added to the overall differential if backup rack is used.

B) Jet A: Platts US Gulf Coast Jet 54 Pipe Mean previous weeks average plus a differential of $.1543 per gallon. This differential includes a cost of freight based upon full truckload deliveries of $.0693 per gallon and markup constant of $.04 per gallon. Effective 5/13/14 the Platt's US Gulf Coast Jet 54 Pipe Mean reference price was $2.8456 per gallon plus our differential of $.1543 per gallon makes your delivered price before taxes at $2.9999/gallon. Jefferson County Airport will be charged all applicable taxes which are stated at time of bid for Jet Fuel as $.24590 per gallon. Jet A pricing is based upon 7800-8000 gallon full truckload of Jet A product coming out of the Pasadena Rack in Pasadena, Texas. The back up rack for this terminal will be Delek Refining rack in Tyler, Texas. The markup constant will remain the same as shown, however any additional cost of freight will be added to the overall differential if the back up rack is used.

PO Box 1387, Ann Arbor, Michigan 48106-1387
47 W. Ellsworth Road, Ann Arbor, Michigan 48108-2278

(734) 663-6466, (800) 521-4106
Fax: (734) 663-1681, www.avfuel.com

Avfuel Corporation will send weekly pricing to the County each Monday to be effective Tuesday – Monday. Notification will be via email. Pricing will be based upon the previous weeks 5 day average (4 days if holiday) plus the differentials outline per product. In the event a backup rack is to be used, the County will be informed of primary rack being unavailable and of intent to pull from back up rack. The County will be notified at time of order of any additional costs involved or of estimated time that primary rack will become available.

-**APPROXIMATE ANNUAL USAGE**: Avfuel understands that volumes outlined in this bid are estimates only

-**CONTRACT**: Avfuel understands bid will act as contract

-**TECHNICAL SPEICIFICATIONS**: Avgas 100LL will meet ASTM D 910 and Jet A will meet ASTM D1655. MSDS for these two products have been included in bid as Attachment A*********

-**ESTIMATED VOLUME**: Volumes shown are estimates only

-**CREDIT CARDS/"EFFECTIVE" BIDS**: Avfuel will provide the County with either an electronic Point of Sale machine (POS) or with our internet based AvHUB CREDIT PROCESSING SOFTWARE system free of any monthly charges. We have attached a brochure for our POS and AvHUB System Attachment B********

Avfuel accepts the following credit cards with processing fees as shown:

Avfuel Pro Card	0% fuel / 2.1% non fuel
MasterCard Visa Qualified	2.14%
MasterCard Visa Non Qualified	3.10%
American Express	3.2%
Discover	2.5%
Multiservice Aviation (US Bank)	3.2%
Avcard	2.25%
AeroCard (Multi-Service)	3.2%
Avfuel Pro Card Contract Fuel	0% Contracted Fuel Products / 2.1% non fuel items
Cessna Contract Fuel Card	0% Contracted Fuel Products / 2.1% non fuel items
US Govt Air Card	4.3% (Non Contract Items)

Avfuel's POS or AvHUB Processing system has the ability to process your DESC Military Contract Cards

Avfuel ask that you batch your cards daily. Systems can be set up to manually or automatically batch and settle daily. Credit card monies and Contract Fuel card transactions are posted on your account on Monday and Thursday with payment via Electronic Funds Transfer into your bank account on Tuesday and Friday. At time of deposit an email detailing deposit is sent to you.

-**BRANDED OR UNBRANDED**: Avfuel is providing the County with our Avfuel Branded Dealer Program

-**TRAINING, QUALITY CONTROL AND RISK MANAGEMENT**: At time of dealer setup an Avfuel Quality Assurance Representative will be on hand to bring your truck into service and to conduct a detail inspection of your facility. A copy of the inspection and any recommendations will be reviewed and left with your airport manager. Forms are provided free of charge to the County for Daily Refueler Inspections, Inventory Control, Proper Receipt of a Transport and Fuel Farm Inspections. These forms are highly recommended and will be explained in detail. Avfuel will also provide you with our online Training Program for your airport manager to use and review with line manager and line personnel. Avfuel also offers a FAA approved Part 139 Fire Training program three times a year throughout the U.S. The location for this program is Lansing, Michigan, Florida and a 3rd location the moves to different parts of country. This program is a 16-hour class and free of charge. Customer is responsible for hotel and transportation. This program was held in Dallas, Texas last month and is in Dallas every other year. Our Quality Assurance department is available after hours for calls relating to fuel or fueling problems.

-**REFUELER**: Avfuel owns and operates a fleet of just over 700 refueler trucks varying in size from a 700 gallon Avgas unit to a 15,000 gallon Jet A truck. Lease rates will vary depending upon year models, specifications and any special requirements. Typical lease rates per your required specs for a 3000 gallons Jet A refueler are:

1999-2001	$1250-1500 per month
2002-2005	$1600-1800 per month
2006-2009	$1900-2300 per month
2010-2012	$2400-2900 per month
2013-new	$3000-3200 per month

As the County has not specified year model for the purpose of this bid, Avfuel is proposing a 2007 model 3000 gallon International diesel engine Jet truck with 300 gpm, prist injector, 3 hose reel unit. The cost for this truck is $2,100.00 per month.

Avfuel Corporation will deliver and put this truck into service. It will be calibrated upon delivery. The County will be responsible for future routine calibrations. The truck arrives ramp ready and as per specifications of bid, be on a full maintenance contract except for tires and batteries. All expenses will be covered that are related to normal wear and tear for daily use of equipment. Any items requiring repair that would arise from abuse or neglect will be charged back to the County. Truck will be on an International Chassis. Avfuel holds a fleet account with International and for chassis work an International service truck will be dispatched to the airport. A contractor, either Eagle Services out of Houston or Bassco out of Dallas or our Quality Assurance Representative out of Texas will conduct maintenance work related to pumping systems, filters, hoses, etc. Truck will be provided to County and can be canceled by the County with 30 days notice; however the County will be responsible for freight cost for return of equipment to Avfuel's office in Abilene, Texas. If the lease truck is determined to be inoperable for a period of more than 48 hours, a loaner truck will be provided free of charge. Upon delivery of loaner truck leased unit will be picked up and taken to nearest International dealer location to be repaired and then returned to County.

-**INTO PLANE CONTRACT FUEL**: Avfuel Corporation has one of the largest contract fuel programs in the industry. This program is a dealer option. Avfuel's contract fuel program is one of the strongest parts of our program. County will set their contract fuel rates. Contract fuel sales are transacted on our POS machine or AvHUB credit card processing system. Avfuel operates this program in-house and with Avfuel employees; we do not broker this program out to a 3rd party. There are no processing fees associated with Contract Fuel sales. This program can be set up to handle airlines only, freighters and corporates. You determine what types of aircraft you wish to service. You are paid back twice a week for Contract Fuel sales. When looking at the gallons of Jet A used yearly by the County, this program would be a great assistance to the County and should with its use, be able to increase fuel sales.

-**CO-MINGLE**: As specified

-**SIGNS**: Avfuel agrees to replace existing signage

-**ADDITONAL MARKETING SUPPORT**: Avfuel will provide the County with a Co-Op advertising program where a half a cent per gallon, $.005 will be set aside to be used to reimburse the County for advertising that promotes the airport and services provided. Avfuel Corporation requires that advertising include our Avfuel logo. Avfuel also has a Pilots Rewards Program-AVTRIP that is the largest rewards program in the aviation fuel industry. This program is a dealer option. We highly encourage the County to participate in this program. Cost to the County is that they issue 2 points per gallon for every gallon of fuel purchased by a participating pilot. Points cost the County a penny a point. Pilot collects 5000 points and receives a $25.00 check or can leave funds on account and have points earn interest at an accelerated rate. Currently Avfuel has 18,000 pilots actively using this program. To be considered active, a pilot must use this program at least once during a quarter. As not all of your customers will be on this program, you should find that this program cost you about a penny per gallon for total gallons sold a year. This program is also transacted on our POS or AvHUB credit card processing system. During 2013 Avfuel gave out $1,000,000.00 in rewards on this program. Avfuel's brand is one of the fastest growing brands in the aviation industry. Our in-house marketing department can work with you to put together a detail marketing plan aimed at the customer type you are wishing to attract. We can work with you to promote your facility through our Avtrip and Avfuel Contract Fuel Network.

-**COUNTY EQUIPMENT**: Avfuel will provide any redecaling required on the equipment owned by the County--Avfuel logos, product decals and warning labels.

Thank you for giving Avfuel Corporation the opportunity to bid on your Aviation Fuel Requirements.

Sincerely,

AVFUEL CORPORATION

Matt Matthews
District Manager

ORIGINAL

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:

Avfuel Corporation
Company Name

47 W. Ellsworth Road
Address

Ann Arbor, MI 48108
City State Zip

Signature of Person Authorized to Sign

Mark Haynes
Printed Name

Vice President - Sales
Title

For clarification of this offer, contact:

Matt Matthews
Name

(800)351-1393 ext 423 / (325)672-1410
Phone Fax

mmatthews@avfuel.com
E-mail

Bidder Shall Return Completed Form with Offer.

Acceptance of Offer

The Offer is hereby accepted for the following items: Term Contract for Aviation Fuel for Jack Brooks Regional Airport. Contract Term: Three (3) Years from August 1, 2014 through July 31, 2015.

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. 14-015/JW, 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

Date

ATTEST:

Carolyn L. Guidry
County Clerk

Date

Bidder Shall Return Completed Form with Offer.

Revised Bid Form - Addendum 3

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.

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

Item 1.

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.

Estimated Quantity	Description		Unit Price per Gallon	Estimated Total Price per Year
~~48,000~~ **53,000** gallons	AV Gas Low Lead 100		$ 3.7864	$200,679.20
	Platts Reference Price for ~~07-12-2011~~ **05-13-2014**	$2.9987		
	Bidder's Markup	$ .7877		
	Taxes/Fees per Gallon	$0.19790		
	Unit Price per Gallon (price, bidder's markup, and taxes/fees per gallon)		$ 3.9843	$211,167.90
	Texas Delivery Fee (per delivery)		$11.00	$ 77.00

Item 2.

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.

Estimated Quantity	Description		Unit Price per Gallon	Estimated Total Price per Year
~~440,000~~ **750,000** gallons	Jet A		$ 2.9999	$2,249,925.00
	Platts Reference Price for ~~07-12-2011~~ **05-13-2014**	$ 2.8456		
	Bidder's Markup	$ .1543		
	Taxes/Fees per Gallon	$0.24590		
	Unit Price per Gallon (price, bidder's markup, and taxes/fees per gallon)		$ 3.2458	$2,434,350.00
	Texas Delivery Fee (per delivery)		$	$

Name of Company: Avfuel Corporation

Revised Bid Form – Addendum 3 (Continued)

Credit Cards honored and service fees:

AvFuel Pro	0 %	Discover	2.5 %
MasterCard	2.14%	Multi Service	3.2 %
Visa	2.14%	AvCard	2.25%
American Express	3.2 %	AeroCard Multi Service	3.2 %

Weighted Average of Fees (50% major oil)	$ .02322
Increment due to the Average of Credit Card Fee	$ .01161
AV Gas Low Lead 100 Effective Bid Price per Gallon	$ 3.9843
Total Effective Bid per Gallon	$ 4.01913
Jet A Effective Bid per Gallon	$ 3.2458
Total Effective Bid per Gallon	$ 3.281
Effective Bid Value, Grand Total	$ 2,673,763.89
Bid Surety	$
Additional Marketing Support (co-op advertising)	$ (4,015.00)

Refueler Truck

3,000 Gallon Jet A Refueler Truck – Annual Cost:	$ 25,200.00
Make/Model	2007 International

Name of Company: Avfuel Corporation

Acknowledgment of Addenda (if any):

Addendum 1 MEM Date Received 6/4/2014

Addendum 2 MEM Date Received 6/5/2014

Addendum 3 MEM Date Received 6/11/2014

Bidder Shall Return Completed Form with Offer.

Vendor References

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.

THIS FORM MUST BE RETURNED WITH YOUR BID.

REFERENCE ONE

Government/Company Name: City of Mesquite

Address: 1340 Airport Blvd, Mesquite, Texas 75181

Contact Person and Title: Cynthia Godfrey, AP Manager

Phone: 972-216-4130 Fax: 972-216-4149

Contract Period: 2001-Current Scope of Work: Aviation Fuel and Refuelers

REFERENCE TWO

Government/Company Name: City of Georgetown

Address: 500 Terminal Road, Georgetown, Texas 78628

Contact Person and Title: Curtis Benkendorfer, AP Manager

Phone: 512-930-3666 Fax: 512-930-2596

Contract Period: 2002-Current Scope of Work: Aviation Fuel and Refuelers

REFERENCE THREE

Government/Company Name: Angelina County Airport

Address: 800 Airport Blvd, Diboll, Texas 75941

Contact Person and Title: Randy Carswell, AP Manager

Phone: 936-634-7511 Fax: 936-633-7674

Contract Period: +20yrs Scope of Work: Aviation Fuel and Refuelers

Bidder Shall Return Completed Form with Offer.

Signature Page

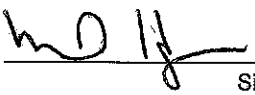
As permitted under Article 4413 (32c) V.A.C.S., other governmental entities may wish to participate under the same terms and conditions contained in this contract (i.e., piggyback). In the event any other entity participates, all purchase orders will be issued directly from and shipped directly to the 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.

Avfuel Corporation Bidder (Entity Name)	 Signature
47 W. Ellsworth Road Street & Mailing Address	Mark Haynes Print Name
Ann Arbor, MI 48108 City, State & Zip	6/20/2014 Date Signed
800-351-1393 ext 423 Telephone Number	(325)672-1410 Fax Number
mhaynes@avfuel.com E-mail Address	

Bidder Shall Return Completed Form with Offer.

Conflict of Interest Questionnaire

For vendor or other person doing business with local government entity

This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.

OFFICE USE ONLY

By law this questionnaire must be filed with the records administrator of the local government not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006 Local Government Code.

A person commits an offense if the person violates Section 176.0006, Local Government Code. An offense under this section is a Class C misdemeanor.

1. Name of person doing business with local governmental entity.
   Avfuel Corporation does not do any business with Jefferson County Airport or it's employees

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

   (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than September 1 of the year for which an activity described in Section 176.006(a), Local Government Code, is pending and not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3. Describe each affiliation or business relationship with an employee or contractor of the local government entity who makes recommendations to a local government officer of the local governmental entity with respect to expenditure of money.

   Avfuel Corporation does not do any business with Jefferson County Airport or it's employees

4. Describe each affiliation or business relationship with a person who is a local government officer and who appoints or employs a local government officer of the local governmental entity that is the subject of this questionnaire.

   No relationship with Jefferson County employees

Bidder Shall Return Completed Form with Offer.

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor or other person doing business with local government entity

5. Name of local government officer with whom filer has affiliation or business relationship. (Complete this section only if the answer to A, B, or C is YES.)

   This section, item 5 including subparts A, B, C & D, must be completed for each officer with whom the filer has affiliation or business relationship. 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 from the filer of the questionnaire?

      ☐ Yes ☒ No

   B. Is the filer of the questionnaire receive or likely to receive taxable income from or at the direction of the local government officer named in this section AND the taxable income is not from the local government entity?

      ☐ Yes ☒ No

   C. Is the filer of the questionnaire affiliated with a corporation or other business entity that the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

      ☐ Yes ☒ No

   D. Describe each affiliation or business relationship:

      N/A

6. Describe any other affiliation or business relationship that might cause a conflict of interest.

   No relationships

7.

Signature of person doing business with the governmental entity

6/20/2014
Date

Bidder Shall Return Completed Form with Offer.

Good Faith Effort (GFE) Determination Checklist

This information must be submitted with your bid.

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

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

Did the Prime Contractor/Consultant . . .

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

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

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

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

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

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

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

Mark Haynes
Printed Name of Authorized Representative

Signature

VP Sales
Title

6/20/2014
Date

Bidder Shall Return Completed Form with Offer.

Notice of Intent (NOI) to Subcontract with Historically Underutilized Business (HUB)

This information must be submitted with your bid.

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: p Yes p No

Address: _____
Street City State Zip

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

Project Title & No.: _____

Prime Contract Amount: $ _____

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

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

Address: _____
Street City State Zip

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

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

Description of Subcontract Work to be Performed: _____

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

NOTE: NOTHING ON THIS NOTICE OF INTENT FORM IS INTENDED TO CONFER ANY RIGHTS, EXPRESSED OR IMPLIED, TO ANY THIRD PARTIES.

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

Bidder Shall Return Completed Form with Offer.

Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

This information must be submitted with your bid.

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 SUCONTRACTOR DISCLOSURE

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

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

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

Bidder Shall Return Completed Form with Offer.

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.

Bidder Shall Return Completed Form with Offer.

Historically Underutilized Business (HUB)
Subcontracting Participation Declaration Form

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

Please complete Good Faith Effort (GFE) Checklist and attach any supporting documentation.

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

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

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

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

The 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: _____

Bidder Shall Return Completed Form with Offer.

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): Matt Matthews

Title: District Manager

Signature: _____

Date: 6/20/2014

E-mail address: mmatthews@avfuel.com

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

Name (print or type): N/A not utilizing HUB Program

Title: _____

Date: _____

E-mail address: _____

Bidder Shall Return Completed Form with Offer.

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) "Nonresident 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 Avfuel Corporation [company name] is a Nonresident Bidder as defined in Government Code §2252.001 and our principal place of business is Ann Arbor, MI (city and state).

Taxpayer Identification Number (T.I.N.):	38-2073252
Company Name submitting bid/proposal:	Avfuel Corporation
Mailing address:	47 W. Ellsworth Road, Ann Arbor, MI 48108
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.

Bidder Shall Return Completed Form with Offer.

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 Taylor

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

on this day personally appeared Matt E. Matthews (name), who

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

"I, Matt E. Matthews (name) am a duly authorized officer of/agent

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

foregoing on behalf of the said Avfuel Corporation (name of firm).

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

Name and address of bidder: Avfuel Corporation 47 W. Ellsworth Rd, Ann Arbor, MI 48108

Fax: (325)672-1410 Telephone# (800)351-1393

by: Matt E. Matthews (print name) Title: District Manager

Signature: Matt E Matthews

SUBSCRIBED AND SWORN to before me by the above-named Matt Matthews on

this the 20th day of June, 2014.

Donna Haynes

Notary Public in and for

the State of Tx

Bidder Shall Return Completed Form with Offer.

NOTARY PUBLIC STATE OF TEXAS

DONNA HAYNES
My Commission Expires
January 14, 2015

JEFFERSON COUNTY, TEXAS
PURCHASING DEPARTMENT

1149 Pearl Street – First Floor
Beaumont, Texas 77701
409-835-8593

ADDENDUM TO IFB

IFB Number: 14-015/JW

IFB Title: Term Contract for Aviation Fuel for Jack Brooks Regional Airport

IFB Due: **11:00 am CST, Tuesday, June 24, 2014**

Addendum No.: 1

Issued (Date): June 4, 2014

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 proposals to have been proffered in recognition and consideration of the entire IFB 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 proposal.** If the Proposal 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 Opening Date and Time, as stated above.

Reason for Issuance of this addendum: Revision to Section 4.2 Contract Agreement (Page 9) / Clarification of Contract Term

4.2 Contract Agreement. Once a contract is awarded, the unit prices offered by the successful bidder shall remain firm for the term of the contract. Contract shall ~~commence on date of award and,~~ be for a period of three (3) years from August 1, 2014 through July 31, 2015. ~~upon agreement between vendor(s) and Jefferson County, may be renewed annually for up to four (4) additional years.~~

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 Bidder:

ATTEST:

Donna Harrison
Witness

Witness

Approved by ____ Date: _____

Authorized Signature (Bidder)

District Manager
Title of Person Signing Above

Matt Matthews / Avfuel Corporation
Typed Name of Business or Individual

47 W. Ellsworth Rd Ann Arbor, MI 48108
Address

JEFFERSON COUNTY, TEXAS
PURCHASING DEPARTMENT

1149 Pearl Street – First Floor
Beaumont, Texas 77701
409-835-8593

ADDENDUM TO IFB

IFB Number: 14-015/JW

IFB Title: Term Contract for Aviation Fuel for Jack Brooks Regional Airport

IFB Due: **11:00 am CST, Tuesday, June 24, 2014**

Addendum No.: 2

Issued (Date): June 5, 2014

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 proposals to have been proffered in recognition and consideration of the entire IFB 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 proposal.** If the Proposal 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 Opening Date and Time, as stated above.

Reason for Issuance of this addendum: Revised Bid Form (Attached)

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 Bidder:

ATTEST:

Donna Harrison
Witness

Witness

Approved by ____ Date: _____

Authorized Signature (Bidder)

District Manager
Title of Person Signing Above

Matt Matthews / Avfuel Corporation
Typed Name of Business or Individual

47 W. Ellsworth Rd Ann Arbor, MI 48108
Address

JEFFERSON COUNTY, TEXAS
PURCHASING DEPARTMENT

1149 Pearl Street – First Floor
Beaumont, Texas 77701
409-835-8593

ADDENDUM TO IFB

IFB Number: 14-015/JW

IFB Title: Term Contract for Aviation Fuel for Jack Brooks Regional Airport

IFB Due: **11:00 am CST, Tuesday, June 24, 2014**

Addendum No.: 3

Issued (Date): June 11, 2014

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 proposals to have been proffered in recognition and consideration of the entire IFB 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 proposal.** If the Proposal 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 Opening Date and Time, as stated above.

Reason for Issuance of this addendum: Revised Bid Form (Attached)

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 Bidder:

ATTEST:

Witness

Witness

Approved by ____ Date: _____

Authorized Signature (Bidder)

District Manager
Title of Person Signing Above

Matt Matthews / Avfuel Corporation
Typed Name of Business or Individual

47 W. Ellsworth Rd Ann Arbor MI 48108
Address

VALERO

SAFETY DATA SHEET

Attachment A

1. Identification

Product identifier	**Jet Fuels**
Other means of identification	
SDS number	104-GHS
Synonyms	Jet Fuel, Jet Fuel Stock, Jet A, Aviation Jet Fuel A, JP-5, JP-8, DERD See section 16 for complete information.
Recommended use	Refinery feedstock.
Recommended restrictions	None known.

Manufacturer / Importer / Supplier / Distributor information

Manufacturer/Supplier	Valero Marketing & Supply Company and Affiliates One Valero Way San Antonio, TX 78269-6000
General Assistance	210-345-4593
E-Mail	CorpHSE@valero.com
Contact Person	Industrial Hygienist
Emergency Telephone	24 Hour Emergency 866-565-5220 1-800-424-9300 (CHEMTREC USA)

2. Hazard(s) identification

Physical hazards	Flammable liquids	Category 3
Health hazards	Skin corrosion/irritation	Category 2
	Germ cell mutagenicity	Category 1B
	Carcinogenicity	Category 1B
	Reproductive toxicity	Category 2
	Specific target organ toxicity, single exposure	Category 3 narcotic effects
	Aspiration hazard	Category 1
OSHA defined hazards	Not classified.	

Label elements

Signal word	Danger
Hazard statement	Flammable liquid and vapor. Causes skin irritation. May cause genetic defects. May cause cancer. Suspected of damaging fertility or the unborn child. May cause drowsiness or dizziness. May be fatal if swallowed and enters airways.
Precautionary statement	
Prevention	Obtain special instructions before use. Do not handle until all safety precautions have been read and understood. Wear protective gloves/protective clothing/eye protection/face protection. Keep away from heat/sparks/open flames and hot surfaces. No smoking. Keep container tightly closed. Ground/bond container and receiving equipment. Use explosion-proof electrical/ventilating/lighting equipment. Use only non-sparking tools. Take precautionary measures against static discharges. Wash thoroughly after handling. Avoid breathing dust/fume/gas/mist/vapors/spray. Use only outdoors or in a well-ventilated area.
Response	If exposed or concerned: Get medical advice/attention. If on skin (or hair): Take off immediately all contaminated clothing. Rinse skin with water/shower. In case of fire: Use for extinction. If skin irritation or rash occurs: Get medical advice/attention. Take off contaminated clothing and wash before re-use. If inhaled: Remove person to fresh air and keep comfortable for breathing. Call a doctor if you fell unwell. If swallowed: Immediately call a poison center/doctor.
Storage	Store locked up. Store in a well-ventilated place. Keep container tightly closed. Keep cool.
Disposal	Dispose of contents/container in accordance with local/regional/national/international regulations.
Hazard(s) not otherwise classified (HNOC)	Static accumulating flammable liquids
Environmental hazards	Hazardous to the aquatic environment, long-term hazard — Category 2

Supplemental information

Hazard symbol

Hazard statement Toxic to aquatic life with long lasting effects.

Precautionary statement

Prevention Avoid release to the environment.

Response Collect spillage.

3. Composition/information on ingredients

Mixtures

Chemical name	CAS number	%
Kerosene	8008-20-6	0 - 100
Naphthalene	91-20-3	0 - 3
Xylene (o,m,p isomers)	1330-20-7	0 - 2
Benzene	71-43-2	0 - 1
Ethylbenzene	100-41-4	0 - 1
Toluene	108-88-3	0 - 1

4. First-aid measures

Inhalation Move to fresh air. If breathing is difficult, give oxygen. If not breathing, give artificial respiration. Get medical attention.

Skin contact Remove contaminated clothing and shoes. Wash off immediately with soap and plenty of water. Get medical attention if irritation develops or persists. Wash clothing separately before reuse. Destroy or thoroughly clean contaminated shoes. If high pressure injection under the skin occurs, always seek medical attention.

Eye contact Immediately flush eyes with plenty of water for at least 15 minutes. Remove contact lenses, if present and easy to do. Continue rinsing. Get medical attention.

Ingestion Rinse mouth thoroughly. Do not induce vomiting without advice from poison control center. Do not give mouth-to-mouth resuscitation. If vomiting occurs, keep head low so that stomach content does not get into the lungs. Never give anything by mouth to a victim who is unconscious or is having convulsions. Get medical attention immediately.

Most important symptoms/effects, acute and delayed Irritation of nose and throat. Irritation of eyes and mucous membranes. Skin irritation. Unconsciousness. Corneal damage. Narcosis. Cyanosis (blue tissue condition, nails, lips, and/or skin). Decrease in motor functions. Behavioral changes. Edema. Liver enlargement. Jaundice. Conjunctivitis. Proteinuria. Defatting of the skin. Rash.

Indication of immediate medical attention and special treatment needed In case of shortness of breath, give oxygen. Keep victim warm. Keep victim under observation. Symptoms may be delayed.

General information If exposed or concerned: get medical attention/advice. Ensure that medical personnel are aware of the material(s) involved, and take precautions to protect themselves. Show this safety data sheet to the doctor in attendance. Wash contaminated clothing before re-use.

5. Fire-fighting measures

Suitable extinguishing media Water. Water fog. Foam. Dry chemical powder. Carbon dioxide (CO2).

Unsuitable extinguishing media Do not use a solid water stream as it may scatter and spread fire.

Specific hazards arising from the chemical Vapor may cause flash fire. Vapors can flow along surfaces to distant ignition source and flash back. Sensitive to static discharge.

Special protective equipment and precautions for firefighters Wear full protective clothing, including helmet, self-contained positive pressure or pressure demand breathing apparatus, protective clothing and face mask.

Fire-fighting equipment/instructions	Wear full protective clothing, including helmet, self-contained positive pressure or pressure demand breathing apparatus, protective clothing and face mask. Withdraw immediately in case of rising sound from venting safety devices or any discoloration of tanks due to fire. Fight fire from maximum distance or use unmanned hose holders or monitor nozzles. Move containers from fire area if you can do it without risk. In the event of fire, cool tanks with water spray. Cool containers exposed to flames with water until well after the fire is out. For massive fire, use unmanned hose holders or monitor nozzles; if this is impossible, withdraw from area and let fire burn. Vapors may form explosive air mixtures even at room temperature. Prevent buildup of vapors or gases to explosive concentrations. Some of these materials, if spilled, may evaporate leaving a flammable residue. Water runoff can cause environmental damage. Use compatible foam to minimize vapor generation as needed.

6. Accidental release measures

Personal precautions, protective equipment and emergency procedures	Keep unnecessary personnel away. Local authorities should be advised if significant spills cannot be contained. Keep upwind. Keep out of low areas. Ventilate closed spaces before entering. Do not touch damaged containers or spilled material unless wearing appropriate protective clothing. See Section 8 of the MSDS for Personal Protective Equipment.
Methods and materials for containment and cleaning up	Eliminate all ignition sources (no smoking, flares, sparks, or flames in immediate area). Local authorities should be advised if significant spillages cannot be contained. Stop leak if you can do so without risk. This material is a water pollutant and should be prevented from contaminating soil or from entering sewage and drainage systems and bodies of water. Dike the spilled material, where this is possible. Prevent entry into waterways, sewers, basements or confined areas. Use non-sparking tools and explosion-proof equipment. Small Spills: Absorb spill with vermiculite or other inert material, then place in a container for chemical waste. Clean surface thoroughly to remove residual contamination. This material and its container must be disposed of as hazardous waste. Large Spills: Use a non-combustible material like vermiculite, sand or earth to soak up the product and place into a container for later disposal. Prevent product from entering drains. Do not allow material to contaminate ground water system. Should not be released into the environment. Clean up in accordance with all applicable regulations.
Environmental precautions	If facility or operation has an "oil or hazardous substance contingency plan", activate its procedures. Stay upwind and away from spill. Wear appropriate protective equipment including respiratory protection as conditions warrant. Do not enter or stay in area unless monitoring indicates that it is safe to do so. Isolate hazard area and restrict entry to emergency crew. Flammable. Review Firefighting Measures, Section 5, before proceeding with clean up. Keep all sources of ignition (flames, smoking, flares, etc.) and hot surfaces away from release. Contain spill in smallest possible area. Recover as much product as possible (e.g. by vacuuming). Stop leak if it can be done without risk. Use water spray to disperse vapors. Use compatible foam to minimize vapor generation as needed. Spilled material may be absorbed by an appropriate absorbent, and then handled in accordance with environmental regulations. Prevent spilled material from entering sewers, storm drains, other unauthorized treatment or drainage systems and natural waterways. Contact fire authorities and appropriate federal, state and local agencies. If spill of any amount is made into or upon navigable waters, the contiguous zone, or adjoining shorelines, contact the National Response Center at 1-800-424-8802. For highway or railways spills, contact Chemtrec at 1-800-424-9300.

7. Handling and storage

Precautions for safe handling	Eliminate sources of ignition. Avoid spark promoters. Ground/bond container and equipment. These alone may be insufficient to remove static electricity. Wear personal protective equipment. Do not breathe dust/fume/gas/mist/vapors/spray. Avoid contact with eyes, skin, and clothing. Do not taste or swallow. Avoid prolonged exposure. Use only with adequate ventilation. Wash thoroughly after handling. The product is flammable, and heating may generate vapors which may form explosive vapor/air mixtures. DO NOT handle, store or open near an open flame, sources of heat or sources of ignition. Protect material from direct sunlight. Take precautionary measures against static discharges. All equipment used when handling the product must be grounded. Use non-sparking tools and explosion-proof equipment. When using, do not eat, drink or smoke. Avoid release to the environment.
Conditions for safe storage, including any incompatibilities	Flammable liquid storage. Do not handle or store near an open flame, heat or other sources of ignition. This material can accumulate static charge which may cause spark and become an ignition source. The pressure in sealed containers can increase under the influence of heat. Keep container tightly closed in a cool, well-ventilated place. Keep away from food, drink and animal feedingstuffs. Keep out of the reach of children.

8. Exposure controls/personal protection

Occupational exposure limits

US. OSHA Specifically Regulated Substances (29 CFR 1910.1001-1050)

Components	Type	Value
Benzene (CAS 71-43-2)	STEL	5 ppm
	TWA	1 ppm

US. OSHA Table Z-1 Limits for Air Contaminants (29 CFR 1910.1000)

Components	Type	Value
Ethylbenzene (CAS 100-41-4)	PEL	435 mg/m3
		100 ppm
Naphthalene (CAS 91-20-3)	PEL	50 mg/m3
		10 ppm
Xylene (o,m,p isomers) (CAS 1330-20-7)	PEL	435 mg/m3
		100 ppm

US. OSHA Table Z-2 (29 CFR 1910.1000)

Components	Type	Value
Benzene (CAS 71-43-2)	Ceiling	25 ppm
	TWA	10 ppm
Toluene (CAS 108-88-3)	Ceiling	300 ppm
	TWA	200 ppm

US. ACGIH Threshold Limit Values

Components	Type	Value	Form
Benzene (CAS 71-43-2)	STEL	2.5 ppm	
	TWA	0.5 ppm	
Ethylbenzene (CAS 100-41-4)	TWA	20 ppm	
Kerosene (CAS 8008-20-6)	TWA	200 mg/m3	Non-aerosol.
Naphthalene (CAS 91-20-3)	STEL	15 ppm	
	TWA	10 ppm	
Toluene (CAS 108-88-3)	TWA	20 ppm	
Xylene (o,m,p isomers) (CAS 1330-20-7)	STEL	150 ppm	
	TWA	100 ppm	

US NIOSH Pocket Guide to Chemical Hazards: Recommended exposure limit (REL)

Components	Type	Value
Benzene (CAS 71-43-2)	TWA	0.1 ppm
Ethylbenzene (CAS 100-41-4)	TWA	435 mg/m3
		100 ppm
Kerosene (CAS 8008-20-6)	TWA	100 mg/m3
Naphthalene (CAS 91-20-3)	TWA	50 mg/m3
		10 ppm
Toluene (CAS 108-88-3)	TWA	375 mg/m3
		100 ppm
Xylene (o,m,p isomers) (CAS 1330-20-7)	TWA	435 mg/m3
		100 ppm

US NIOSH Pocket Guide to Chemical Hazards: Short Term Exposure Limit (STEL)

Components	Type	Value
Benzene (CAS 71-43-2)	STEL	1 ppm
Ethylbenzene (CAS 100-41-4)	STEL	545 mg/m3
		125 ppm
Naphthalene (CAS 91-20-3)	STEL	75 mg/m3
		15 ppm
Toluene (CAS 108-88-3)	STEL	560 mg/m3
		150 ppm

US NIOSH Pocket Guide to Chemical Hazards: Short Term Exposure Limit (STEL)

Components	Type	Value
Xylene (o,m,p isomers) (CAS 1330-20-7)	STEL	655 mg/m3
		150 ppm

Biological limit values

ACGIH Biological Exposure Indices

Components	Value	Determinant	Specimen	Sampling Time
Benzene (CAS 71-43-2)	25 µg/g	S-Phenylmercapt uric acid	Creatinine in urine	*
Ethylbenzene (CAS 100-41-4)	0.7 g/g	Sum of mandelic acid and phenylglyoxylic acid	Creatinine in urine	*
Toluene (CAS 108-88-3)	0.3 mg/g	o-Cresol, with hydrolysis	Creatinine in urine	*
	0.03 mg/l	Toluene	Urine	*
	0.02 mg/l	Toluene	Blood	*
Xylene (o,m,p isomers) (CAS 1330-20-7)	1.5 g/g	Methylhippuric acids	Creatinine in urine	*

* - For sampling details, please see the source document.

Exposure guidelines

US - California OELs: Skin designation

Benzene (CAS 71-43-2)	Can be absorbed through the skin.
Toluene (CAS 108-88-3)	Can be absorbed through the skin.

US - Minnesota Haz Subs: Skin designation applies

Toluene (CAS 108-88-3)	Skin designation applies.

US ACGIH Threshold Limit Values: Skin designation

Benzene (CAS 71-43-2)	Can be absorbed through the skin.
Kerosene (CAS 8008-20-6)	Can be absorbed through the skin.
Naphthalene (CAS 91-20-3)	Can be absorbed through the skin.

Appropriate engineering controls Provide adequate general and local exhaust ventilation. Use process enclosures, local exhaust ventilation, or other engineering controls to control airborne levels below recommended exposure limits. Use explosion-proof equipment.

Individual protection measures, such as personal protective equipment

Eye/face protection Wear safety glasses. If splash potential exists, wear full face shield or chemical goggles.

Skin protection

Hand protection Avoid exposure - obtain special instructions before use. Wear protective gloves. Protective gloves.

Other Wear chemical-resistant, impervious gloves. Full body suit and boots are recommended when handling large volumes or in emergency situations. Flame retardant protective clothing is recommended.

Respiratory protection Use a properly fitted, air-purifying or air-fed respirator complying with an approved standard if a risk assessment indicates this is necessary. Respirator selection must be based on known or anticipated exposure levels, the hazards of the product and the safe working limits of the selected respirator. If workplace exposure limits for product or components are exceeded, NIOSH approved equipment should be worn. Proper respirator selection should be determined by adequately trained personnel, based on the contaminants, the degree of potential exposure and published respiratory protection factors. This equipment should be available for nonroutine and emergency use.

Thermal hazards Wear appropriate thermal protective clothing, when necessary.

General hygiene considerations Avoid contact with eyes. Avoid contact with skin. Keep away from food and drink. Wash hands before breaks and immediately after handling the product. Provide eyewash station and safety shower. Handle in accordance with good industrial hygiene and safety practice.

9. Physical and chemical properties

Appearance Liquid (may be dyed red).

Physical state Liquid.

Form Liquid.

Color Clear. Straw.

Odor Kerosene (strong).

Odor threshold Not available.

pH	Not available.
Melting point/freezing point	Not available.
Initial boiling point and boiling range	320 - 579.9 °F (160 - 304.39 °C)
Flash point	> 100.0 °F (> 37.8 °C) Closed Cup
Evaporation rate	< 0.1 (butyl acetate = 1)
Flammability (solid, gas)	Not available.
Upper/lower flammability or explosive limits	
Flammability limit - lower (%)	>= 0.7
Flammability limit - upper (%)	<= 7
Explosive limit - lower (%)	Not available.
Explosive limit - upper (%)	Not available.
Vapor pressure	< 2.7 kPa (<20mmHg) (at 20 °C)
Vapor density	3 (Air=1)
Relative density	79 - 0.84 (Water=1)
Solubility(ies)	Not available.
Partition coefficient (n-octanol/water)	Not available.
Auto-ignition temperature	399.9 °F (204.39 °C)
Decomposition temperature	Not available.
Viscosity	Not available.
Other information	
Percent volatile	Negligible.

10. Stability and reactivity

Reactivity	The product is stable and non-reactive under normal conditions of use, storage and transport.
Chemical stability	Stable under normal temperature conditions and recommended use.
Possibility of hazardous reactions	Hazardous polymerization does not occur.
Conditions to avoid	Heat, flames and sparks. Ignition sources. Contact with incompatible materials. Do not pressurize, cut, weld, braze, solder, drill, grind or expose empty containers to heat, flame, sparks, static electricity, or other sources of ignition; they may explode and cause injury or death.
Incompatible materials	Strong oxidizing agents.
Hazardous decomposition products	No hazardous decomposition products are known.

11. Toxicological information

Information on likely routes of exposure

Ingestion	May be fatal if swallowed and enters airways.
Inhalation	In high concentrations, mists/vapors may irritate throat and respiratory system and cause coughing. May cause drowsiness or dizziness.
Skin contact	Causes skin irritation. Prolonged contact may cause dryness of the skin.
Eye contact	May cause eye irritation.
Symptoms related to the physical, chemical and toxicological characteristics	Irritation of nose and throat. Irritation of eyes and mucous membranes. Skin irritation. Unconsciousness. Corneal damage. Narcosis. Cyanosis (blue tissue condition, nails, lips, and/or skin). Decrease in motor functions. Behavioral changes. Edema. Liver enlargement. Jaundice. Conjunctivitis. Proteinuria. Defatting of the skin. Rash.

Information on toxicological effects

Acute toxicity	May be fatal if swallowed and enters airways.

Components	Species	Test Results
Ethylbenzene (CAS 100-41-4)		
Acute		
Dermal		
LD50	Rabbit	> 5000 mg/kg
Oral		
LD50	Rat	5.46 g/kg
Naphthalene (CAS 91-20-3)		
Acute		
Dermal		
LD50	Rabbit	> 2 g/kg
Oral		
LD50	Rat	490 mg/kg
Toluene (CAS 108-88-3)		
Acute		
Dermal		
LD50	Rabbit	14.1 ml/kg
Inhalation		
LC50	Rat	49000 mg/m³, 4 Hours
Oral		
LD50	Rat	636 mg/kg
Xylene (o,m,p isomers) (CAS 1330-20-7)		
Acute		
Oral		
LD50	Rat	4300 mg/kg

Skin corrosion/irritation Causes skin irritation.

Serious eye damage/eye irritation Based on available data, the classification criteria are not met.

Respiratory sensitization Based on available data, the classification criteria are not met.

Skin sensitization Based on available data, the classification criteria are not met.
This substance may have a potential for sensitization which may provoke an allergic reaction among sensitive individuals.

Germ cell mutagenicity May cause genetic defects.
In in-vitro experiments, neither benzene, toluene nor xylene changed the number of sister-chromatid exchanges (SCEs) or the number of chromosomal aberrations in human lymphocytes. However, toluene and xylene caused a significant cell growth inhibition which was not observed with benzene in the same concentrations. In in-vivo experiments, toluene changed the number of sister-chromatid exchanges (SCEs) in human lymphocytes. Toluene may cause heritable genetic damage.

Carcinogenicity May cause cancer.

IARC Monographs. Overall Evaluation of Carcinogenicity

Benzene (CAS 71-43-2)	1 Carcinogenic to humans.
Ethylbenzene (CAS 100-41-4)	2B Possibly carcinogenic to humans.
Naphthalene (CAS 91-20-3)	2B Possibly carcinogenic to humans.
Toluene (CAS 108-88-3)	3 Not classifiable as to carcinogenicity to humans.
Xylene (o,m,p isomers) (CAS 1330-20-7)	3 Not classifiable as to carcinogenicity to humans.

NTP Report on Carcinogens

Benzene (CAS 71-43-2)	Known To Be Human Carcinogen.
Naphthalene (CAS 91-20-3)	Reasonably Anticipated to be a Human Carcinogen.

US. OSHA Specifically Regulated Substances (29 CFR 1910.1001-1050)

Benzene (CAS 71-43-2)	Cancer hazard.

Reproductive toxicity Suspected of damaging fertility or the unborn child.
Benzene, xylene and toluene have demonstrated animal effects of reproductive toxicity. Animal studies of benzene have shown testicular effects, alterations in reproductive cycles, chromosomal aberrations and embryo/fetotoxicity. Can cause adverse reproductive effects - such as birth defects, miscarriages, or infertility. Avoid exposure to women during early pregnancy. Avoid contact during pregnancy/while nursing.

Specific target organ toxicity - single exposure May cause drowsiness or dizziness.

Specific target organ toxicity - repeated exposure	Based on available data, the classification criteria are not met.
Aspiration hazard	May be fatal if swallowed and enters airways.
Chronic effects	Cancer hazard. Can cause cancer. Contains a substance which may have a mutagenic effect. Suspected of damaging fertility or the unborn child. Frequent or prolonged contact may defat and dry the skin, leading to discomfort and dermatitis.
Further information	Symptoms may be delayed.

12. Ecological information

Ecotoxicity Toxic to aquatic life with long lasting effects.

Components		Species	Test Results
Benzene (CAS 71-43-2)			
Aquatic			
Crustacea	EC50	Water flea (Daphnia magna)	8.76 - 15.6 mg/l, 48 hours
Fish	LC50	Rainbow trout,donaldson trout (Oncorhynchus mykiss)	5.9 mg/l, 96 hours
Ethylbenzene (CAS 100-41-4)			
Aquatic			
Crustacea	EC50	Water flea (Daphnia magna)	1 - 4 mg/l, 48 hours
Fish	LC50	Rainbow trout,donaldson trout (Oncorhynchus mykiss)	4 mg/l, 96 hours
Naphthalene (CAS 91-20-3)			
Aquatic			
Crustacea	EC50	Water flea (Daphnia magna)	1.09 - 3.4 mg/l, 48 hours
Fish	LC50	Pink salmon (Oncorhynchus gorbuscha)	1.11 - 1.68 mg/l, 96 hours
Toluene (CAS 108-88-3)			
Aquatic			
Crustacea	EC50	Water flea (Daphnia magna)	5.46 - 9.83 mg/l, 48 hours
Fish	LC50	Coho salmon,silver salmon (Oncorhynchus kisutch)	5.5 mg/l, 96 hours
		Pink salmon (Oncorhynchus gorbuscha)	6.86 - 8.48 mg/l, 96 hours
Xylene (o,m,p isomers) (CAS 1330-20-7)			
Aquatic			
Fish	LC50	Rainbow trout,donaldson trout (Oncorhynchus mykiss)	8 mg/l, 96 Hours

Persistence and degradability None known.

Bioaccumulative potential Not available.

Partition coefficient n-octanol / water (log Kow)

Benzene (CAS 71-43-2)	2.13
Toluene (CAS 108-88-3)	2.73
Ethylbenzene (CAS 100-41-4)	3.15
Xylene (o,m,p isomers) (CAS 1330-20-7)	3.2

Mobility in soil Not available.

Other adverse effects Not available.

13. Disposal considerations

Disposal instructions Dispose in accordance with all applicable regulations. This material and its container must be disposed of as hazardous waste. Dispose of this material and its container to hazardous or special waste collection point. Incinerate the material under controlled conditions in an approved incinerator. Do not allow this material to drain into sewers/water supplies. Do not contaminate ponds, waterways or ditches with chemical or used container.

Hazardous waste code D001: Waste Flammable material with a flash point <140 °F
D018: Waste Benzene

US RCRA Hazardous Waste U List: Reference

Benzene (CAS 71-43-2)	U019
Naphthalene (CAS 91-20-3)	U165
Toluene (CAS 108-88-3)	U220
Xylene (o,m,p isomers) (CAS 1330-20-7)	U239

Waste from residues / unused products	Dispose of in accordance with local regulations.
Contaminated packaging	Offer rinsed packaging material to local recycling facilities.

14. Transport information

DOT

UN number	UN1223
UN proper shipping name	Kerosene
Transport hazard class(es)	Combustible Liquid
Subsidiary class(es)	-
Packing group	III
Special precautions for user	Read safety instructions, SDS and emergency procedures before handling.
Special provisions	144, B1, IB3, T2, TP2
Packaging exceptions	150
Packaging non bulk	203
Packaging bulk	242

IATA

UN number	UN1223
UN proper shipping name	Kerosene
Transport hazard class(es)	Combustible Liquid
Subsidiary class(es)	-
Packaging group	III
Environmental hazards	Yes
Labels required	3
ERG Code	3L
Special precautions for user	Read safety instructions, SDS and emergency procedures before handling.

IMDG

UN number	UN1223
UN proper shipping name	KEROSENE
Transport hazard class(es)	Combustible Liquid
Subsidiary class(es)	-
Packaging group	III
Environmental hazards	
Marine pollutant	Yes
Labels required	3
EmS	F-E, S-E
Special precautions for user	Read safety instructions, SDS and emergency procedures before handling.

Transport in bulk according to Annex II of MARPOL 73/78 and the IBC Code	Not applicable. However, this product is a liquid and if transported in bulk covered under MARPOL 73/78, Annex I.

15. Regulatory information

US federal regulations

This product is a "Hazardous Chemical" as defined by the OSHA Hazard Communication Standard, 29 CFR 1910.1200.
All components are on the U.S. EPA TSCA Inventory List.

TSCA Section 12(b) Export Notification (40 CFR 707, Subpt. D)

Not regulated.

US. OSHA Specifically Regulated Substances (29 CFR 1910.1001-1050)

BENZENE (CAS 71-43-2)	Cancer Central nervous system Blood Aspiration Skin Eye Respiratory tract irritation Flammability

CERCLA Hazardous Substance List (40 CFR 302.4)

Benzene (CAS 71-43-2)	LISTED
Ethylbenzene (CAS 100-41-4)	LISTED
Naphthalene (CAS 91-20-3)	LISTED
Toluene (CAS 108-88-3)	LISTED
Xylene (o,m,p isomers) (CAS 1330-20-7)	LISTED

Superfund Amendments and Reauthorization Act of 1986 (SARA)

Hazard categories
Immediate Hazard - Yes
Delayed Hazard - Yes
Fire Hazard - Yes
Pressure Hazard - No
Reactivity Hazard - No

SARA 302 Extremely hazardous substance
No

SARA 311/312 Hazardous chemical
Yes

Other federal regulations

Clean Air Act (CAA) Section 112 Hazardous Air Pollutants (HAPs) List

Benzene (CAS 71-43-2)
Ethylbenzene (CAS 100-41-4)
Naphthalene (CAS 91-20-3)
Toluene (CAS 108-88-3)
Xylene (o,m,p isomers) (CAS 1330-20-7)

Clean Air Act (CAA) Section 112(r) Accidental Release Prevention (40 CFR 68.130)

Not regulated.

Safe Drinking Water Act (SDWA)
Not regulated.

Drug Enforcement Administration (DEA). List 2, Essential Chemicals (21 CFR 1310.02(b) and 1310.04(f)(2) and Chemical Code Number

Toluene (CAS 108-88-3)	6594

Drug Enforcement Administration (DEA). List 1 & 2 Exempt Chemical Mixtures (21 CFR 1310.12(c))

Toluene (CAS 108-88-3)	35 % weight/volumn

DEA Exempt Chemical Mixtures Code Number

Toluene (CAS 108-88-3)	594

Food and Drug Administration (FDA)
Not regulated.

US state regulations
WARNING: This product contains chemicals known to the State of California to cause cancer and birth defects or other reproductive harm.

US. Massachusetts RTK - Substance List

Benzene (CAS 71-43-2)
Ethylbenzene (CAS 100-41-4)
Kerosene (CAS 8008-20-6)
Naphthalene (CAS 91-20-3)
Toluene (CAS 108-88-3)
Xylene (o,m,p isomers) (CAS 1330-20-7)

US. New Jersey Worker and Community Right-to-Know Act

Benzene (CAS 71-43-2)	500 lbs
Ethylbenzene (CAS 100-41-4)	500 lbs
Kerosene (CAS 8008-20-6)	10000 lbs
Naphthalene (CAS 91-20-3)	500 lbs
Toluene (CAS 108-88-3)	500 lbs
Xylene (o,m,p isomers) (CAS 1330-20-7)	500 lbs

US. Pennsylvania RTK - Hazardous Substances

Benzene (CAS 71-43-2)
Ethylbenzene (CAS 100-41-4)
Kerosene (CAS 8008-20-6)
Naphthalene (CAS 91-20-3)
Toluene (CAS 108-88-3)
Xylene (o,m,p isomers) (CAS 1330-20-7)

US. Rhode Island RTK

Benzene (CAS 71-43-2)
Ethylbenzene (CAS 100-41-4)
Naphthalene (CAS 91-20-3)
Toluene (CAS 108-88-3)
Xylene (o,m,p isomers) (CAS 1330-20-7)

US. California Proposition 65

US - California Proposition 65 - Carcinogens & Reproductive Toxicity (CRT): Listed substance

Benzene (CAS 71-43-2)
Ethylbenzene (CAS 100-41-4)
Naphthalene (CAS 91-20-3)

Toluene (CAS 108-88-3)

International Inventories

Country(s) or region	Inventory name	On inventory (yes/no)*
Australia	Australian Inventory of Chemical Substances (AICS)	Yes
Canada	Domestic Substances List (DSL)	Yes
Canada	Non-Domestic Substances List (NDSL)	No
China	Inventory of Existing Chemical Substances in China (IECSC)	Yes
Europe	European Inventory of Existing Commercial Chemical Substances (EINECS)	Yes
Europe	European List of Notified Chemical Substances (ELINCS)	No
Japan	Inventory of Existing and New Chemical Substances (ENCS)	No
Korea	Existing Chemicals List (ECL)	Yes
New Zealand	New Zealand Inventory	Yes
Philippines	Philippine Inventory of Chemicals and Chemical Substances (PICCS)	Yes
United States & Puerto Rico	Toxic Substances Control Act (TSCA) Inventory	Yes

*A "Yes" indicates this product complies with the inventory requirements administered by the governing country(s).
A "No" indicates that one or more components of the product are not listed or exempt from listing on the inventory administered by the governing country(s).

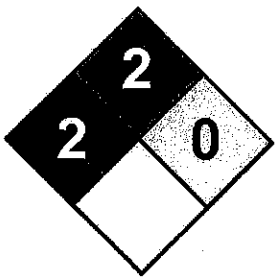
16. Other information, including date of preparation or last revision

Issue date 27-June-2013

Revision date -

Version # 01

NFPA Ratings



References

ACGIH
EPA: AQUIRE database
NLM: Hazardous Substances Data Base
US. IARC Monographs on Occupational Exposures to Chemical Agents
HSDB® - Hazardous Substances Data Bank
IARC Monographs. Overall Evaluation of Carcinogenicity
National Toxicology Program (NTP) Report on Carcinogens
ACGIH Documentation of the Threshold Limit Values and Biological Exposure Indices

Disclaimer

This material Safety Data Sheet (SDS) was prepared in accordance with 29 CFR 1910.1200 by Valero Marketing & Supply Co., ("VALERO"). VALERO does not assume any liability arising out of product use by others. The information, recommendations, and suggestions presented in this SDS are based upon test results and data believed to be reliable. The end user of the product has the responsibility for evaluating the adequacy of the data under the conditions of use, determining the safety, toxicity and suitability of the product under these conditions, and obtaining additional or clarifying information where uncertainty exists. No guarantee expressed or implied is made as to the effects of such use , the results to be obtained, or the safety and toxicity of the product in any specific application. Furthermore, the information herein is not represented as absolutely complete, since it is not practicable to provide all the scientific and study information in the format of this document, plus additional information may be necessary under exceptional conditions of use, or because of applicable laws or government regulations.

(Material) Safety Data Sheet

Section 1 - Product and Company Identification

Material Name	**Aviation Gasoline**
CAS Number	No data available
Product Description	Blue liquid with mild, gasoline like odor.
Synonyms	Avgas 100 LL; Aviation Gasoline
Manufacturer	Delek Refining, Ltd. 425 McMurrey Drive Tyler, TX 75702 United States www.delekus.com
Telephone	
General	903-579-3400
General	903-579-3502
Emergency	(800) 424-9300
Emergency	(703) 527-3887
Preparation Date	1/4/2011
Last Revision Date	1/4/2011

Section 2 - Hazards Identification

Emergency Overview

DANGER

Highly flammable liquid and vapour. Causes skin irritation. Causes serious eye irritation. May cause drowsiness or dizziness. May cause respiratory irritation. May be fatal if swallowed and enters airways. May cause damage to organs - Ear, Liver, Kidney through prolonged or repeated exposure via Inhalation. May cause cancer . May cause genetic defects . Suspected of damaging fertility or the unborn child - . Toxic to aquatic life. Harmful to aquatic life with long lasting effects.

Prevention Do not breathe dust, fume, gas, mist, vapours and/or spray. Keep away from heat, sparks, open flames and/or hot surfaces. - No smoking. Ground and/or bond container and receiving equipment. Use only non-sparking tools. Take precautionary measures against static discharge. Use explosion-proof - electrical, ventilating and/or lighting equipment. Keep container tightly closed. Wear protective gloves - Gloves and eye/face protection , . Use personal protective equipment as required. Wash : thoroughly after handling. Avoid release to the environment.

Response In case of fire: Use appropriate media for extinction. IF IN EYES: Rinse cautiously with water for several minutes. Remove contact lenses, if present and easy to do. Continue rinsing. If eye irritation persists: Get medical advice/attention. IF ON SKIN (or hair): Take off immediately all contaminated clothing. Rinse skin with water/shower. Wash with plenty of soap and water. If skin irritation occurs:

Get medical advice/attention. IF INHALED: Remove victim to fresh air and keep at rest in a postion comfortable for breathing. IF SWALLOWED: Immediately call a POISON CENTER or doctor/physician. Do NOT induce vomiting. IF exposed or concerned: Get medical advice/attention. Call a POISON CENTER or doctor/physician if you feel unwell. Specific treatment, see supplemental first aid information.

Storage/Disposal Store in a well-ventilated place. Keep cool. Store locked up. Dispose of content and/or container in accordance with local, regional, national, and/or international regulations.

Flammable liquid. Irritating to eyes, skin, and mucous membranes. Aspiration hazard if swallowed. Can enter lungs and cause damage. May cause cancer, reproductive and mutagenic effects.

Physical Form
- Liquid

Color
- Blue

Odor
- Mild, gasoline-like.

Flash Point
- > -46 C(> -50.8 F)

UEL
- 7 %

LEL
- 1.2 %

OSHA
- Flammable Liquid, Flammable/Combustible - Class IB, Irritant, Carcinogen

WHMIS
- Class B - Flammable and Combustible Materials - Division 2, Class D - Poisonous and Infectious Materials - Division 2 - Subdivision A, Class D - Poisonous and Infectious Materials - Division 2 - Subdivision B

EU
- Highly Flammable - F, Dangerous to the Environment - N, Harmful - Xn, Irritant - Xi, Substances Toxic To Reproduction - Category 3 - Repr.Cat.3, Mutagenic Substances - Category 2 - Muta.Cat.2, Carcinogenic Substances - Category 1 - Carc.Cat.1

R11, R51, R53, R48/20, R65, R36/37/38, R45, R46, R63

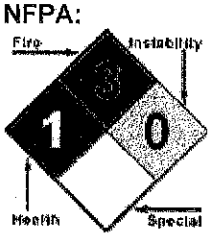
GHS
- Flammable Liquids - Category 2, Acute Hazards to the aquatic environment - Category 2, Chronic Hazards to the aquatic environment - Category 3, Specific Target Organ Toxicity Single Exposure - Category 3, Specific Target Organ Toxicity Repeated Exposure - Category 2, Skin Corrosion/Irritation - Category 2, Serious Eye Damage, Eye Irritation - Category 2A, Germ Cell Mutagenicity - Category 1 A/B, Carcinogenicity - Category 1A, Aspiration - Category 1, Toxic to Reproduction - Category 2

Route Of Entry
- Inhalation, Skin, Eye, Ingestion/Oral

Target Organs
- Ear/Ototoxin, Skin/Dermal, Lungs, Central Nervous System (CNS), Peripheral Nervous System (PNS), Heart/Cardiovascular System, Liver/Heptatoxin, Kidney/Nephrotoxin

Medical Conditions Aggravated by Exposure
- Ear/Ototoxin, Skin/Dermal, Lungs, Central Nervous System (CNS) Peripheral Nervous System (PNS) Brain, Blood and/or Immune System, Anemia, Bone Marrow, Heart/Cardiovascular System, Liver/Heptatoxin, Kidney/Nephrotoxin,

NFPA:



Potential Health Effects

Inhalation

Acute (Immediate)
- May cause irritation. Symptoms may include coughing and difficulty breathing. High vapor concentrations can produce central nervous system depression.

Chronic (Delayed)
- Extreme overexposure to toluene may cause cardiac sensitization.

Skin

Acute (Immediate)
- May cause irritation. Symptoms may include pain, itching, discoloration, swelling, and blistering.

Chronic (Delayed)
- Petroleum products are skin defatting agents and can cause dermatitis on prolonged or repeated exposure.

Eye

Acute (Immediate)
- May cause irritation. Symptoms may include pain, tearing, reddening, swelling and impaired vision.

Chronic (Delayed)
- No data available.

Ingestion

Acute (Immediate)
- Aspiration into the lungs may cause chemical pneumonitis. May cause gastrointestinal disturbances including diarrhea, nausea, and vomiting.

Chronic (Delayed)
- No data available

Mutagenic Effects
- Repeated and prolonged exposure may cause mutagenic effects.

Carcinogenic Effects
- Repeated and prolonged exposure may cause cancer.

Carcinogenic Effects

	CAS	NTP	IARC	OSHA
Benzene	71-43-2	Known Human Carcinogen	Group 1-Carcinogenic	Specifically Regulated Carcinogen
Toluene	108-88-3	Evidence of Carcinogenicity	Not established	Not established
Ethane, 1,2-dibromo-	106-93-4	Reasonably Anticipated to be Human Carcinogen	Group 2A-Probable Carcinogen	Not established

Reproductive Effects
- Repeated and prolonged exposure may affect the reproductive system.

Other Chronic Effects
- Humans who were occupationally exposed to concentrations of toluene as low as 100 ppm for long periods of time have experienced hearing deficits. Hearing loss, as demonstrated using behavioral and electrophysiological testing, as well as by observation of structural damage to cochlear hair cells, occured in experimental animals exposed to toluene. It also appears that toluene exposure and noise may interact to produce hearing deficits. This material contains organic lead. Organic lead (as Pb) is toxic by ingestion, inhalation, and skin contact. Signs and symptoms of chronic or subacute poisoning may include insomnia, vomiting, dizziness, visual or auditory hallucinations, convulsions and death.

Potential Environmental Effects
- May cause adverse effects on the aquatic environment.

Section 3 - Composition/Information on Ingredients

Hazardous Components						
Chemical Name	**CAS**	**%(weight)**	**UN;EINECS**	**LD50/LC50**	**EU Classification & R Phrases**	**Other**
Naphtha (petroleum), light alkylate	64741-66-8	70% TO 100%	265-068-8	NDA	Carc.Cat.2; R45 Muta.Cat.2; R46 Xn; R65	NDA
Toluene	108-88-3	0% TO 20%	203-625-9	Ingestion/Oral-Rat LD50: =636 mg/kg Inhalation-Rat LC50: =49 g/m³/4 Hour(s) Skin-Rabbit LD50: =14100 µL/kg	F; R11 Xi; R38 Xn; R48/20 R65 Repr.Cat.3; R63 R67	NDA
Benzene	71-43-2	0% TO 1%			F; R11 Xi; R36/38 Carc.Cat.1; R45 Muta.Cat.2; R46 T; R48/23/24/25 Xn; R65	NDA
Aviation Gasoline		100%	NDA	NDA	NDA	NDA
Plumbane, tetraethyl-	78-00-2	< 0.1%	201-075-4	Ingestion/Oral-Rat LD50: =12300 µg/kg Inhalation-Rat LC50: =850 mg/m³/1 Hour(s)	NDA	NDA
Ethane, 1,2-dibromo-	106-93-4	< 0.01%	203-444-5	Inhalation-Rat LC50: =14300 mg/m³/30 Minute(s) Skin-Rabbit LD50: =300 mg/kg	T; R23/24/25 Xi; R36/37/38 Carc.Cat.2; R45 N; R51 R53	NDA

Under United States Regulations (29 CFR 1900.1200 - Hazard Communication Standard), this product is considered hazardous. According to the Globally Harmonized Standard for Classification and Labeling (GHS) this product is considered hazardous. In Canada, the product mentioned above is considered hazardous under the Workplace Hazardous Materials Information System (WHMIS). This product is considered dangerous according to the European Directive 67/548/EEC.

See Section 11 for Toxicological Information.

Section 4 - First Aid Measures

Inhalation
- Move victim to fresh air. Administer oxygen if breathing is difficult. Give artificial respiration if victim is not breathing. Seek medical attention.

Skin
- In case of contact with substance, immediately flush skin with running water for at least 20 minutes. If skin irritation occurs: Get medical advice/attention. For minor skin contact, avoid spreading material on unaffected skin. Take off contaminated clothing and wash before reuse.

Eye
- IF IN EYES: Rinse cautiously with water for several minutes. Remove contact lenses, if present and easy to do. Continue rinsing. If eye irritation persists: Get medical advice/attention.

Ingestion
- Do not induce vomiting or give anything by mouth because this material can enter the lungs and cause severe lung damage. If person is drowsy or unconscious and vomiting, place on the left side with the head down. Seek medical attention.

Notes to Physician
- Material if aspirated into the lungs may cause chemical pneumonitis. Treat appropriately.

See Section 2 for Potential Health Effects.

Section 5 - Fire Fighting Measures

Extinguishing Media
- SMALL FIRES: Dry chemical, CO2, water spray or regular foam.
  LARGE FIRE: Water spray, fog or regular foam.

Unsuitable Extinguishing Media	▪ No data available.
Firefighting Procedures	▪ LARGE FIRES: Dike fire control water for later disposal; do not scatter the material. Move containers from fire area if you can do it without risk. FIRE INVOLVING TANKS AND CAR/TRAILER LOADS: Fight fire from maximum distance or use unmanned hose holders or monitor nozzles. FIRES INVOLVING TANKS OR CAR/TRAILER LOADS: Cool containers with flooding quantities of water until well after fire is out. FIRES INVOLVING TANKS OR CAR/TRAILER LOADS: Withdraw immediately in case of rising sound from venting safety devices or discoloration of tank. FIRES INVOLVING TANKS OR CAR/TRAILER LOADS: ALWAYS stay away from tanks engulfed in fire. FIRES INVOLVING TANKS OR CAR/TRAILER LOADS: For massive fire, use unmanned hose holders or monitor nozzles; if this is impossible, withdraw from area and let fire burn.
Unusual Fire and Explosion Hazards	▪ May be ignited by heat, sparks or flames. Containers may explode when heated. Most vapors are heavier than air. They will spread along ground and collect in low or confined areas (sewers, basements, tanks). Vapors may travel to source of ignition and flash back. Vapors may form explosive mixtures with air. Vapor explosion hazard indoors, outdoors or in sewers.
Hazardous Combustion Products	▪ Highly dependent on combustion conditions. A complex mixture of airborne solids, liquids, and gases including carbon monoxide, carbon dioxide, and unidentified organic compounds will be evolved when this material undergoes combustion.
Protection of Firefighters	▪ Wear positive pressure self-contained breathing apparatus (SCBA). Wear chemical protective clothing that is specifically recommended by the manufacturer. It may provide little or no thermal protection.
Flash Point	▪ > -46 C(> -50.8 F) TCC (Tagliabue Closed Cup)
Explosion Limits	
Upper	▪ 7
Lower	▪ 1.2
Autoignition Temperature	▪ 824 F(440 C)

See Section 8 (Exposure Controls/Personal Protection)

Section 6 - Accidental Release Measures

Personal Precautions	▪ Wear appropriate protective equipment including respiratory protection as conditions warrant. Do not touch or walk through spilled material. Do not touch damaged containers or spilled material unless wearing appropriate protective clothing.
Emergency Procedures	▪ As an immediate precautionary measure, isolate spill or leak area for at least 50 meters (150 feet) in all directions. ELIMINATE all ignition sources (no smoking, flares, sparks or flames in immediate area) Keep unauthorized personnel away. Stay upwind. Keep out of low areas. Stop leak if you can do it without risk. Ventilate closed spaces before entering.
Environmental Precautions	▪ Prevent entry into waterways, sewers, basements or confined areas.
Containment/Clean-up Measures	▪ Immediate clean-up of spill is recommended. All equipment used when handling the product must be grounded. A vapor suppressing foam may be used to reduce vapors. Absorb or cover with dry earth, sand or other non-combustible material and transfer to containers. Use clean non-sparking tools to collect absorbed material. LARGE SPILLS: Dike far ahead of liquid spill for later disposal. LARGE SPILLS: Water spray may reduce vapor; but may not prevent ignition in closed spaces.
Prohibited Materials	▪ No data available
General Information	▪ If spill of any amount is made into or upon navigable waters, the contiguous zone, or adjoining shorelines, notify the National Response Center (Phone number 800-424-8802)

Section 7 - Handling and Storage

Handling
- Empty containers retain residue and may be dangerous. Do not pressurize, cut, weld, braze, solder, drill, grind, or expose such containers to heat, flame, sparks, or other sources of ignition. They may explode and cause injury or death. Keep away from heat, sparks, and flame – No Smoking. Bond and ground all equipment when transferring from one vessel to another. Product can accumulate static charge by flow or agitation. Do not enter confined spaces such as tanks or pits without following proper entry procedures.

Storage
- Store in a cool/low-temperature, well-ventilated place away from heat and ignition sources. Store only in approved containers. Store locked up. Keep container tightly closed. Containers should be clearly labeled. Protect containers against physical damage. Keep away from incompatible materials. Keep away from fire.

Special Packaging Materials
- No data available

Incompatible Materials or Ignition Sources
- Keep away from ignition sources.

Container Warnings
- Container is not designed to contain pressure. Do not use pressure to empty container or it may rupture with explosive force. Empty containers retain product residue (solid, liquid, and/or vapor) and can be dangerous.

Section 8 - Exposure Controls/Personal Protection

Personal Protective Equipment

Pictograms
-

Respiratory
- Use NIOSH approved respiratory protection (US requirements) Follow the OSHA respirator regulations found in 29 CFR 1910.134 or European Standard EN 149. Use a NIOSH/MSHA or European Standard EN 149 approved respirator if exposure limits are exceeded or symptoms are experienced. For prolonged exposure use an air-purifying respirator with high efficiency particulate air (HEPA) filters.

Eye/Face
- Wear protective eyewear (goggles, face shield, or safety glasses).

Hands
- Chemical-resistant, impervious gloves should be when handling this product.

Skin/Body
- Wear protective clothing

General Industrial Hygiene Considerations
- Handle in accordance with good industrial hygiene and safety practice. Wash hands before eating, drinking, or smoking.

Engineering Measures/Controls
- Good general ventilation should be used. Ventilation rates should be matched to conditions. If applicable, use process enclosures, local exhaust ventilation, or other engineering controls to maintain airborne levels below recommended exposure limits. If exposure limits have not been established, maintain airborne levels to an acceptable level. Eye wash station and quick-drench shower facility should be available in the work area.

Exposure Limits/Guidelines						
	Result	ACGIH	Canada Ontario	Canada Quebec	Europe	NIOSH
Toluene (108-88-3)	STELs	Not established	Not established	Not established	100 ppm STEL; 384 mg/m3 STEL	150 ppm STEL; 560 mg/m3 STEL
	TWAs	20 ppm TWA	20 ppm TWAEV	50 ppm TWAEV; 188 mg/m3 TWAEV	50 ppm TWA; 192 mg/m3 TWA	100 ppm TWA; 375 mg/m3 TWA
Benzene (71-43-2)	STELs	2.5 ppm STEL	2.5 ppm STEV (applies to workplaces to which the designated substance regulation does not apply); 2.5 ppm STEV (designated substances regulation)	5 ppm STEV; 15.5 mg/m3 STEV	Not established	1 ppm STEL
	TWAs	0.5 ppm TWA	0.5 ppm TWAEV (applies to workplaces to which the designated substance regulation does not apply); 0.5 ppm TWAEV (designated substance regulation)	1 ppm TWAEV; 3 mg/m3 TWAEV	Not established	0.1 ppm TWA
Ethane, 1,2-dibromo- (106-93-4)	TWAs	Not established	Not established	20 ppm TWAEV; 156 mg/m3 TWAEV	Not established	0.045 ppm TWA
Plumbane, tetraethyl- (78-00-2)	STELs	Not established	0.30 mg/m3 STEV (designated substances regulation)	Not established	Not established	Not established
	TWAs	0.1 mg/m3 TWA (as Pb)	0.10 mg/m3 TWAEV (designated substance regulation)	0.05 mg/m3 TWAEV (as Pb)	Not established	0.075 mg/m3 TWA (as Pb)

Exposure Limits/Guidelines (Con't.)		
	Result	OSHA
Toluene (108-88-3)	Ceilings	300 ppm Ceiling
	TWAs	200 ppm TWA
Benzene (71-43-2)	Ceilings	25 ppm Ceiling
	TWAs	10 ppm TWA (applies to industry segments exempt from the benzene standard at 29 CFR 1910.1028); 1 ppm TWA
Ethane, 1,2-dibromo- (106-93-4)	Ceilings	30 ppm Ceiling
	TWAs	20 ppm TWA
Plumbane, tetraethyl- (78-00-2)	TWAs	0.075 mg/m3 TWA (as Pb)

Exposure Control Notations

Canada Ontario

- Ethane, 1,2-dibromo- (106-93-4): **Skin:** (Absorption through skin, eyes, or mucous membranes)

Canada Quebec

- Plumbane, tetraethyl- (78-00-2): **Skin:** (Skin designation)
- Ethane, 1,2-dibromo- (106-93-4): **Skin:** (Skin designation)
- Toluene (108-88-3): **Skin:** (Skin designation)

ACGIH

- Plumbane, tetraethyl- (78-00-2): **Carcinogens:** (A4 - Not Classifiable as a Human Carcinogen) | **Skin:** (Skin - potential significant contribution to overall exposure by the cutaneous route)
- Ethane, 1,2-dibromo- (106-93-4): **Carcinogens:** (A3 - Confirmed Animal Carcinogen with Unknown Relevance to Humans) | **Skin:** (Skin - potential significant contribution to overall exposure by the cutaneous route)
- Toluene (108-88-3): **Carcinogens:** (A4 - Not Classifiable as a Human Carcinogen)
- Benzene (71-43-2): **Carcinogens:** (A1 - Confirmed Human Carcinogen) | **Skin:** (Skin - potential significant contribution to overall exposure by the cutaneous route)

Exposure Limits Supplemental

ACGIH

- Plumbane, tetraethyl- (78-00-2): **TLV Basis - Critical Effects:** (CNS impairment)
- Toluene (108-88-3): **BEIs:** (0.02 mg/L Medium: blood Time: prior to last shift of workweek Parameter: Toluene; 0.03 mg/L Medium: urine Time: end of shift Parameter: Toluene; 0.3 mg/g creatinine Medium: urine Time: end of shift Parameter: o-Cresol with hydrolysis (background)) | **TLV Basis - Critical Effects:** (female reproductive; pregnancy loss; visual impairment)
- Benzene (71-43-2): **BEIs:** (25 µg/g creatinine Medium: urine Time: end of shift Parameter: S-Phenylmercapturic acid (background); 500 µg/g creatinine Medium: urine Time: end of shift Parameter: t,t-Muconic acid (background)) | **TLV Basis - Critical Effects:** (leukemia)

Key to abbreviations

STEL = Short Term Exposure Limits are based on 15-minute exposures
STEV = Short Term Exposure Value
TWAEV = Time-Weighted Average Exposure Value
TWA = Time-Weighted Averages are based on 8h/day, 40h/week exposures
ACGIH = American Conference of Governmental Industrial Hygiene
NIOSH = National Institute of Occupational Safety and Health
OSHA = Occupational Safety and Health Administration

Section 9 - Physical and Chemical Properties

Physical Form ▪ Liquid
Appearance/Description ▪ Blue liquid with mild, gasoline-like odor.

Color : Blue		**Odor** : Mild, gasoline-like.	
Taste : NDA		**Odor Threshold** : NDA	
Boiling Point:	140 to 338 F(60 to 170 C)	**Vapor Pressure:**	38 to 49 kPa @ 100.40 F
Melting Point:	-58 C(-72.4 F)	**Vapor Density:**	3 to 4 Air=1
Specific Gravity:	0.65 to 0.75	**Evaporation Rate:**	NDA
Density:	5.4243 to 6.2588 lbs/gal	**VOC (Wt.):**	NDA
Bulk Density:	NDA	**VOC (Vol.):**	NDA
pH:	NDA	**Volatiles (Wt.):**	NDA
Water Solubility:	Slightly Soluble	**Volatiles (Vol.):**	100 %
Solvent Solubility:	NDA	**Flash Point:**	> -46 C(> -50.8 F)
Viscosity:	NDA	**Flash Point Test Type:**	TCC (Tagliabue Closed Cup)
Half-Life:	NDA	**UEL:**	7 %
Octanol/Water Partition coefficient:	NDA	**LEL:**	1.2 %
Coefficient of water/oil distribution:	NDA	**Autoignition:**	824 F(440 C)
Bioaccumulation Factor:	NDA	**Bioconcentration Factor:**	NDA
Biochemical Oxygen Demand BOD/BOD5:	NDA	**Chemical Oxygen Demand:**	NDA

Persistence:	NDA	Degradation:	NDA

Section 10 - Stability and Reactivity

Stability - Stable under normal temperatures and pressures. Vapor can cause flash fire.

Hazardous Polymerization - Hazardous polymerization will not occur.

Conditions to Avoid - Sources of ignition. Incompatible materials.

Incompatible Materials - May react with strong acids or strong oxidizing agents, such as chlorates, nitrates, peroxides, etc.

Hazardous Decomposition Products - The use of hydrocarbon fuels in an area without adequate ventilation may result in hazardous levels of combustion products (e.g., oxides of carbon, sulfur, and nitrogen, benzene and other hydrocarbons) and/or dangerously low oxygen levels.

Section 11 - Toxicological Information

Aspiration hazard if swallowed. Can enter lungs and cause damage. Repeated dose toxicity studies of gasoline, benzene, and toluene have resulted in cancer, reproductive effects, and mutagenic changes in experimental animals and humans.

Component Name	Concentration	CAS	Data
Naphtha (petroleum), light alkylate	70% TO 100%	64741-66-8	**Acute Toxicity:** orl-rat TDLo:10 gm/kg/4W-I; ihl-rat TCLo:7500 ppm/13W-I
Toluene	0% TO 20%	108-88-3	**Acute Toxicity:** orl-man LDLo:719 uL/kg; ihl-hmn TCLo:200 ppm; **Irritation:** skn-rbt 20 mg/24H MOD; **Mutagen:** sce-hmn-ihl 252 ug/L/19Y; **Reproductive:** ihl-rat TCLo:800 mg/m3/6H (14-20D preg)
Benzene	0% TO 1%	71-43-2	**Acute Toxicity:** ihl-hmn LCLo:2 pph/5M; ihl-hmn LCLo:65 mg/m3/5Y; ihl-hmn LCLo:2 pph/2M; **Irritation:** eye-rbt 2 mg/24H SEV; skn-rat 60 uL/8H open MLD; **Mutagen:** dnr-hmn-ihl 24.4 ppb/8H; dni-rbt-scu 2 gm/kg; msc-hmn:lym 1 gm/L; oms-hmn:lym 5 umol/L; oms-rbt:bmr 1 mmol/L; **Reproductive:** ihl-rbt TCLo:500 ppm/7H (6-18D preg); ihl-rat TCLo:50 ppm/24H (7-14D preg); **Tumorigen/Carcinogen:** ihl-hmn TC :150 ppm/15M/8Y-I; ihl-hmn TC :8 ppb/4W-I; ihl-hmn TCLo:10 ppm/8H/10Y-I
Plumbane, tetraethyl-	< 0.1%	78-00-2	**Acute Toxicity:** orl-rat LD50:12300 ug/kg; ihl-hmn TCLo:1749 gm/m3/30M; **Reproductive:** orl-rat TDLo:7500 ug/kg (12-14D preg)
Ethane, 1,2-dibromo-	< 0.01%	106-93-4	**Acute Toxicity:** orl-man TDLo:43 uL/kg; ihl-rat LCLo:12300 mg/m3/24M; **Irritation:** skn-hmn 1538 mg/2H SEV; **Mutagen:** dnd-rat-orl 20 umol/kg; **Reproductive:** ihl-man TCLo:88 ppb/8H (5Y male); **Tumorigen/Carcinogen:** ihl-rat TCLo:10 ppm/6H/2Y-I

This product contains light alkylate naphtha. An inhalation study in rats found no adverse effects on male or female reproductive abilities, and no birth defects in pups born to the exposed mothers. This study was done with that portion of light alkylate naphtha that distilled below 145 F (C4 to C6 hydrocarbons). The concentrations used in the study were up to 25,000 mg/m3 which is 60% of the lower explosive limit. That does was also the no-observed-adverse effect level.

Key to abbreviations

TC = Toxic Concentration
TD = Toxic Dose
LD = Lethal Dose
MLD = Mild
MOD = Moderate
SEV = Severe
LC = Lethal Concentration

See also Section 2.

Section 12 - Ecological Information

Ecological Fate - No data available.

Persistence/Degradability ▪ No data available.
Bioaccumulation Potential ▪ No data available.
Mobility In Soil ▪ No data available.

This material is expected to be readily biodegradeable. Following spillage, the more volatile components of gasoline will be rapidly lost, with concurrent dissolution of these and other constituents into the water. Factors such as local environmental conditions (temperature, wind, mixing or wave action, soil type, etc.), photo-oxidation, biodegradation and adsorption onto suspended sediments, can contribute to the weathering of spilled gasoline.

Section 13 - Disposal Considerations

Product ▪ This material, if discarded as produced, would be a RCRA "characteristic" hazardous waste due to the characteristic(s) of ignitability (D001) and benzene (D018). If the material is spilled to soil or water, characteristic testing of the contaminated materials is recommended. Further, this material, once it becomes a waste, is subject to the land disposal restrictions in 40 CFR 268.40 and may require treatment prior to disposal to meet specific standards. Consult state and local regulations to determine whether they are more stringent than the federal requirements.

Packaging ▪ Dispose of content and/or container in accordance with local, regional, national, and/or international regulations. Empty drums should be completely drained, properly bunged, and promptly shipped to the supplier or a drum reconditioner. All containers should be disposed of in an environmentally safe manner.

Section 14 - Transportation Information

DOT - United States - Department of Transportation

Shipping Name: Gasoline
ID Number: 1203
Hazard Class: 3
Labeling Class: 3
Packing Group: II

TDG - Canada - Transport of Dangerous Goods

Shipping Name: Gasoline
ID Number: 1203
Hazard Class: 3
Labeling Class: 3

IMO/IMDG –International Maritime Transport

Shipping Name: Gasoline
ID Number: 1203
Hazard Class: 3
Labeling Class: 3

ADN - Europe Transport of Dangerous Goods by Road/Inland Waterway

Shipping Name: Gasoline
ID Number: 1203
Hazard Class: 3
Labeling Class: 3

IATA - International Air Transport Association

Shipping Name: Gasoline

ID Number: 1203
Hazard Class: 3
Labeling Class: 3

ADR - Europe Transport of Dangerous Goods by Road/Inland Waterway

Shipping Name: Gasoline
ID Number: 1203
Hazard Class: 3
Labeling Class: 3

RID - Europe Transport of Dangerous Goods by Railways

Shipping Name: Gasoline
ID Number: 1203
Hazard Class: 3
Labeling Class: 3

Section 15 - Regulatory Information

SARA Hazard Classifications
- Acute, Chronic, Fire

Risk & Safety Phrases
- R11 Highly flammable.
  R23/24/25 Toxic by inhalation, in contact with skin and if swallowed.
  R36/37/38 Irritating to eyes, respiratory system and skin.
  R48/20 Harmful: danger of serious damage to health by prolonged exposure through inhalation.
  R45 May cause cancer.
  R46 May cause heritable genetic damage.
  R63 Possible risk of harm to the unborn child.
  R65 Harmful: may cause lung damage if swallowed.
  R51/53 Toxic to aquatic organisms, may cause long-term adverse effects in the aquatic environment.
  S16 Keep away from sources of ignition - No Smoking.
  S24/25 Avoid contact with skin and eyes.
  S23 Do not breathe gas/fumes/vapour/spray.
  S27 Take off immediately all contaminated clothing.
  S29/35 Do not empty into drains; dispose of this material and its container in a safe way.
  S36 Wear suitable protective clothing.
  S45 In case of accident or if you feel unwell, seek medical advice immediately (show the label where possible).
  S51 Use only in well ventilated areas.
  S61 Avoid release to the environment. Refer to special instructions/ Safety Data Sheets.
  S62 If swallowed, do not induce vomiting. Seek medical advice immediately and show the container or label.

State Right To Know				
Component	**CAS**	**MA**	**NJ**	**PA**
Naphtha (petroleum), light alkylate	64741-66-8	No	No	No
Toluene	108-88-3	Yes	Yes	Yes
Benzene	71-43-2	Yes	Yes	Yes
Aviation Gasoline	NDA	No	No	No
Plumbane, tetraethyl-	78-00-2	Yes	Yes Yes	Yes Yes

Ethane, 1,2-dibromo-	106-93-4	Yes	Yes	Yes

Inventory					
Component	**CAS**	**Canada DSL**	**Canada NDSL**	**EU EINECS**	**TSCA**
Naphtha (petroleum), light alkylate	64741-66-8	Yes	No	Yes	Yes
Toluene	108-88-3	Yes	No	Yes	Yes
Benzene	71-43-2	Yes	No	Yes	Yes
Aviation Gasoline	NDA	No	No	No	No
Plumbane, tetraethyl-	78-00-2	Yes	No	Yes	Yes
Ethane, 1,2-dibromo-	106-93-4	Yes	No	Yes	Yes

Canada

Labor

Canada - WHMIS - Classifications of Substances

• Naphtha (petroleum), light alkylate	64741-66-8	70% TO 100%	Not Listed
• Plumbane, tetraethyl-	78-00-2	< 0.1%	D1A
• Ethane, 1,2-dibromo-	106-93-4	< 0.01%	D1A, D2A
• Toluene	108-88-3	0% TO 20%	B2, D2A, D2B
• Benzene	71-43-2	0% TO 1%	B2, D2A, D2B

Canada - WHMIS - Ingredient Disclosure List

• Naphtha (petroleum), light alkylate	64741-66-8	70% TO 100%	Not Listed
• Plumbane, tetraethyl-	78-00-2	< 0.1%	1 %
• Ethane, 1,2-dibromo-	106-93-4	< 0.01%	0.1 %
• Toluene	108-88-3	0% TO 20%	1 %
• Benzene	71-43-2	0% TO 1%	0.1 %

Environment

Canada - CEPA - Priority Substances List

• Naphtha (petroleum), light alkylate	64741-66-8	70% TO 100%	Not Listed
• Plumbane, tetraethyl-	78-00-2	< 0.1%	Not Listed
• Ethane, 1,2-dibromo-	106-93-4	< 0.01%	Not Listed
• Toluene	108-88-3	0% TO 20%	Priority Substance List 1 (substance not considered toxic)
• Benzene	71-43-2	0% TO 1%	Priority Substance List 1 (substance considered toxic)

Europe

Other

EU - CLP (1272/2008) - Annex VI - Table 3.2 - Classification

• Naphtha (petroleum), light alkylate	64741-66-8	70% TO 100%	Carc.Cat.2; R45 Muta.Cat.2; R46 Xn; R65
• Plumbane, tetraethyl-	78-00-2	< 0.1%	Not Listed
• Ethane, 1,2-dibromo-	106-93-4	< 0.01%	T; R23/24/25 Xi; R36/37/38 Carc.Cat.2; R45 N; R51 R53
• Toluene	108-88-3	0% TO 20%	F; R11 Xi; R38 Xn; R48/20 R65 Repr.Cat.3; R63 R67
• Benzene	71-43-2	0% TO 1%	F; R11 Xi; R36/38 Carc.Cat.1; R45 Muta.Cat.2; R46 T; R48/23/24/25 Xn; R65

EU - CLP (1272/2008) - Annex VI - Table 3.2 - Concentration Limits

• Naphtha (petroleum), light alkylate	64741-66-8	70% TO 100%	Not Listed
• Plumbane, tetraethyl-	78-00-2	< 0.1%	Not Listed
• Ethane, 1,2-dibromo-	106-93-4	< 0.01%	1%<=C: T; R23/24/25 0.1%<=C<1%: Xn; R20/21/22
• Toluene	108-88-3	0% TO 20%	Not Listed
• Benzene	71-43-2	0% TO 1%	Not Listed

EU - CLP (1272/2008) - Annex VI - Table 3.2 - Labelling

• Naphtha (petroleum), light alkylate	64741-66-8	70% TO 100%	T R:45-46-65 S:53-45
• Plumbane, tetraethyl-	78-00-2	< 0.1%	Not Listed
• Ethane, 1,2-dibromo-	106-93-4	< 0.01%	T N R:45-23/24/25-36/37/38-51/53 S:53-45-61
• Toluene	108-88-3	0% TO 20%	F Xn R:11-38-48/20-63-65-67 S:(2)-36/37-46-62
• Benzene	71-43-2	0% TO 1%	F T R:45-46-11-36/38-48/23/24/25-65 S:53-45

EU - CLP (1272/2008) - Annex VI - Table 3.2 - Notes - Substances and Preparations

• Naphtha (petroleum), light alkylate	64741-66-8	70% TO 100%	H, P
• Plumbane, tetraethyl-	78-00-2	< 0.1%	Not Listed
• Ethane, 1,2-dibromo-	106-93-4	< 0.01%	E
• Toluene	108-88-3	0% TO 20%	Not Listed
• Benzene	71-43-2	0% TO 1%	E

EU - CLP (1272/2008) - Annex VI - Table 3.2 - Safety Phrases

• Naphtha (petroleum), light alkylate	64741-66-8	70% TO 100%	S:53-45
• Plumbane, tetraethyl-	78-00-2	< 0.1%	Not Listed
• Ethane, 1,2-dibromo-	106-93-4	< 0.01%	S:53-45-61
• Toluene	108-88-3	0% TO 20%	S:(2)-36/37-46-62
• Benzene	71-43-2	0% TO 1%	S:53-45

United States

Labor

U.S. - OSHA - Process Safety Management - Highly Hazardous Chemicals

• Naphtha (petroleum), light alkylate	64741-66-8	70% TO 100%	Not Listed
• Plumbane, tetraethyl-	78-00-2	< 0.1%	Not Listed
• Ethane, 1,2-dibromo-	106-93-4	< 0.01%	Not Listed
• Toluene	108-88-3	0% TO 20%	Not Listed
• Benzene	71-43-2	0% TO 1%	Not Listed

U.S. - OSHA - Specifically Regulated Chemicals

• Naphtha (petroleum), light alkylate	64741-66-8	70% TO 100%	Not Listed
• Plumbane, tetraethyl-	78-00-2	< 0.1%	Not Listed
• Ethane, 1,2-dibromo-	106-93-4	< 0.01%	Not Listed
• Toluene	108-88-3	0% TO 20%	Not Listed
• Benzene	71-43-2	0% TO 1%	5 ppm STEL (Cancer hazard, Flammable, See 29 CFR 1910.1028, 15 min); 0.5 ppm Action Level; 1 ppm TWA

Environment

U.S. - CAA (Clean Air Act) - 1990 Hazardous Air Pollutants

• Naphtha (petroleum), light alkylate	64741-66-8	70% TO 100%	Not Listed
• Plumbane, tetraethyl-	78-00-2	< 0.1%	Not Listed
• Ethane, 1,2-dibromo-	106-93-4	< 0.01%	
• Toluene	108-88-3	0% TO 20%	
• Benzene	71-43-2	0% TO 1%	(including Benzene from gasoline)

U.S. - CERCLA/SARA - Hazardous Substances and their Reportable Quantities

• Naphtha (petroleum), light alkylate	64741-66-8	70% TO 100%	Not Listed
• Plumbane, tetraethyl-	78-00-2	< 0.1%	10 lb final RQ; 4.54 kg final RQ
• Ethane, 1,2-dibromo-	106-93-4	< 0.01%	1 lb final RQ; 0.454 kg final RQ
• Toluene	108-88-3	0% TO 20%	1000 lb final RQ; 454 kg final RQ
• Benzene	71-43-2	0% TO 1%	10 lb final RQ (received an adjusted RQ of 10 lbs based on potential carcinogenicity in an August 14, 1989 final rule); 4.54 kg final RQ (received an adjusted RQ of 10 lbs based on potential carcinogenicity in an August 14, 1989 final rule)

U.S. - CERCLA/SARA - Radionuclides and Their Reportable Quantities

• Naphtha (petroleum), light alkylate	64741-66-8	70% TO 100%	Not Listed
• Plumbane, tetraethyl-	78-00-2	< 0.1%	Not Listed
• Ethane, 1,2-dibromo-	106-93-4	< 0.01%	Not Listed
• Toluene	108-88-3	0% TO 20%	Not Listed
• Benzene	71-43-2	0% TO 1%	Not Listed

U.S. - CERCLA/SARA - Section 302 Extremely Hazardous Substances EPCRA RQs

• Naphtha (petroleum), light alkylate	64741-66-8	70% TO 100%	Not Listed
• Plumbane, tetraethyl-	78-00-2	< 0.1%	10 lb EPCRA RQ
• Ethane, 1,2-dibromo-	106-93-4	< 0.01%	Not Listed
• Toluene	108-88-3	0% TO 20%	Not Listed
• Benzene	71-43-2	0% TO 1%	Not Listed

U.S. - CERCLA/SARA - Section 302 Extremely Hazardous Substances TPQs

• Naphtha (petroleum), light alkylate	64741-66-8	70% TO 100%	Not Listed
• Plumbane, tetraethyl-	78-00-2	< 0.1%	100 lb TPQ
• Ethane, 1,2-dibromo-	106-93-4	< 0.01%	Not Listed
• Toluene	108-88-3	0% TO 20%	Not Listed
• Benzene	71-43-2	0% TO 1%	Not Listed

U.S. - CERCLA/SARA - Section 313 - Emission Reporting

• Naphtha (petroleum), light alkylate	64741-66-8	70% TO 100%	Not Listed
• Plumbane, tetraethyl-	78-00-2	< 0.1%	Not Listed
• Ethane, 1,2-dibromo-	106-93-4	< 0.01%	0.1 % de minimis concentration
• Toluene	108-88-3	0% TO 20%	1.0 % de minimis concentration
• Benzene	71-43-2	0% TO 1%	0.1 % de minimis concentration

U.S. - RCRA (Resource Conservation & Recovery Act) - Basis for Listing - Appendix VII

• Naphtha (petroleum), light alkylate	64741-66-8	70% TO 100%	Not Listed
• Plumbane, tetraethyl-	78-00-2	< 0.1%	Not Listed
• Ethane, 1,2-dibromo-	106-93-4	< 0.01%	Included in waste streams: F039, K117, K118, K136
• Toluene	108-88-3	0% TO 20%	Included in waste streams: F005, F024, F025, F039, K015, K036, K037, K149, K151
• Benzene	71-43-2	0% TO 1%	Included in waste streams: F005, F024, F025, F037, F038, F039, K085, K104, K105, K141, K142, K143, K144, K145, K147, K151, K159, K169, K171, K172

U.S. - RCRA (Resource Conservation & Recovery Act) - Constituents for Detection Monitoring

• Naphtha (petroleum), light alkylate	64741-66-8	70% TO 100%	Not Listed
• Plumbane, tetraethyl-	78-00-2	< 0.1%	Not Listed
• Ethane, 1,2-dibromo-	106-93-4	< 0.01%	
• Toluene	108-88-3	0% TO 20%	

• Benzene	71-43-2	0% TO 1%

U.S. - RCRA (Resource Conservation & Recovery Act) - Hazardous Constituents - Appendix VIII to 40 CFR 261

• Naphtha (petroleum), light alkylate	64741-66-8	70% TO 100%	Not Listed
• Plumbane, tetraethyl-	78-00-2	< 0.1%	waste number P110
• Ethane, 1,2-dibromo-	106-93-4	< 0.01%	waste number U067
• Toluene	108-88-3	0% TO 20%	waste number U220
• Benzene	71-43-2	0% TO 1%	waste number U019

U.S. - RCRA (Resource Conservation & Recovery Act) - List for Hazardous Constituents

• Naphtha (petroleum), light alkylate	64741-66-8	70% TO 100%	Not Listed
• Plumbane, tetraethyl-	78-00-2	< 0.1%	Not Listed
• Ethane, 1,2-dibromo-	106-93-4	< 0.01%	
• Toluene	108-88-3	0% TO 20%	
• Benzene	71-43-2	0% TO 1%	

U.S. - RCRA (Resource Conservation & Recovery Act) - Phase 4 LDR Rule - Universal Treatment Standards

• Naphtha (petroleum), light alkylate	64741-66-8	70% TO 100%	Not Listed
• Plumbane, tetraethyl-	78-00-2	< 0.1%	Not Listed
• Ethane, 1,2-dibromo-	106-93-4	< 0.01%	0.028 mg/L (wastewater); 15 mg/kg (nonwastewater)
• Toluene	108-88-3	0% TO 20%	0.080 mg/L (wastewater); 10 mg/kg (nonwastewater)
• Benzene	71-43-2	0% TO 1%	0.14 mg/L (wastewater); 10 mg/kg (nonwastewater)

U.S. - RCRA (Resource Conservation & Recovery Act) - TSD Facilities Ground Water Monitoring

• Naphtha (petroleum), light alkylate	64741-66-8	70% TO 100%	Not Listed
• Plumbane, tetraethyl-	78-00-2	< 0.1%	Not Listed
• Ethane, 1,2-dibromo-	106-93-4	< 0.01%	
• Toluene	108-88-3	0% TO 20%	
• Benzene	71-43-2	0% TO 1%	

U.S. - RCRA (Resource Conservation & Recovery Act) - U Series Wastes - Acutely Toxic Wastes & Other Hazardous Characteristics

• Naphtha (petroleum), light alkylate	64741-66-8	70% TO 100%	Not Listed
• Plumbane, tetraethyl-	78-00-2	< 0.1%	Not Listed
• Ethane, 1,2-dibromo-	106-93-4	< 0.01%	waste number U067
• Toluene	108-88-3	0% TO 20%	waste number U220
• Benzene	71-43-2	0% TO 1%	waste number U019 (Ignitable waste, Toxic waste)

U.S. - RCRA (Resource Conservation & Recovery Act) - Waste Minimization Priority Chemicals

• Naphtha (petroleum), light alkylate	64741-66-8	70% TO 100%	Not Listed
• Plumbane, tetraethyl-	78-00-2	< 0.1%	Not Listed
• Ethane, 1,2-dibromo-	106-93-4	< 0.01%	Not Listed
• Toluene	108-88-3	0% TO 20%	Not Listed
• Benzene	71-43-2	0% TO 1%	Not Listed

United States - California

Environment

U.S. - California - Proposition 65 - Carcinogens List

• Naphtha (petroleum), light alkylate	64741-66-8	70% TO 100%	Not Listed
• Plumbane, tetraethyl-	78-00-2	< 0.1%	Not Listed
• Ethane, 1,2-dibromo-	106-93-4	< 0.01%	carcinogen, initial date 7/1/87
• Toluene	108-88-3	0% TO 20%	Not Listed
• Benzene	71-43-2	0% TO 1%	carcinogen, initial date 2/27/87

U.S. - California - Proposition 65 - Developmental Toxicity

• Naphtha (petroleum), light alkylate	64741-66-8	70% TO 100%	Not Listed
• Plumbane, tetraethyl-	78-00-2	< 0.1%	Not Listed
• Ethane, 1,2-dibromo-	106-93-4	< 0.01%	developmental toxicity, initial date 5/15/98
• Toluene	108-88-3	0% TO 20%	developmental toxicity, initial date 1/1/91
• Benzene	71-43-2	0% TO 1%	developmental toxicity, initial date 12/26/97

U.S. - California - Proposition 65 - No Significant Risk Levels (NSRL)

• Naphtha (petroleum), light alkylate	64741-66-8	70% TO 100%	Not Listed
• Plumbane, tetraethyl-	78-00-2	< 0.1%	Not Listed
• Ethane, 1,2-dibromo-	106-93-4	< 0.01%	0.2 µg/day NSRL (oral); 3 µg/day NSRL (inhalation)
• Toluene	108-88-3	0% TO 20%	Not Listed
• Benzene	71-43-2	0% TO 1%	6.4 µg/day NSRL (oral); 13 µg/day NSRL (inhalation)

U.S. - California - Proposition 65 - Reproductive Toxicity - Female

• Naphtha (petroleum), light alkylate	64741-66-8	70% TO 100%	Not Listed
• Plumbane, tetraethyl-	78-00-2	< 0.1%	Not Listed
• Ethane, 1,2-dibromo-	106-93-4	< 0.01%	Not Listed
• Toluene	108-88-3	0% TO 20%	female reproductive toxicity, initial date 8/7/09
• Benzene	71-43-2	0% TO 1%	Not Listed

U.S. - California - Proposition 65 - Reproductive Toxicity - Male

• Naphtha (petroleum), light alkylate	64741-66-8	70% TO 100%	Not Listed
• Plumbane, tetraethyl-	78-00-2	< 0.1%	Not Listed
• Ethane, 1,2-dibromo-	106-93-4	< 0.01%	male reproductive toxicity, initial date 5/15/98
• Toluene	108-88-3	0% TO 20%	Not Listed
• Benzene	71-43-2	0% TO 1%	male reproductive toxicity, initial date 12/26/97

United States - Pennsylvania

Labor

U.S. - Pennsylvania - RTK (Right to Know) - Environmental Hazard List

• Naphtha (petroleum), light alkylate	64741-66-8	70% TO 100%	Not Listed
• Plumbane, tetraethyl-	78-00-2	< 0.1%	
• Ethane, 1,2-dibromo-	106-93-4	< 0.01%	
• Toluene	108-88-3	0% TO 20%	
• Benzene	71-43-2	0% TO 1%	

United States - Rhode Island

Labor

U.S. - Rhode Island - Hazardous Substance List

• Naphtha (petroleum), light alkylate	64741-66-8	70% TO 100%	Not Listed
• Plumbane, tetraethyl-	78-00-2	< 0.1%	Toxic (skin); Flammable (skin)
• Ethane, 1,2-dibromo-	106-93-4	< 0.01%	Toxic (skin); Flammable (skin); Carcinogen (skin)
• Toluene	108-88-3	0% TO 20%	Toxic (skin); Flammable (skin)
• Benzene	71-43-2	0% TO 1%	Toxic (skin); Flammable (skin); Carcinogen (skin)

Additional Regulatory Information

- WARNING: This product contains a chemical known to the State of California to cause cancer, birth defects, or other reproductive harm.

Section 16 - Other Information

Preparation Date - 1/4/2011

Last Revision Date - 1/4/2011

Disclaimer/Statement of Liability

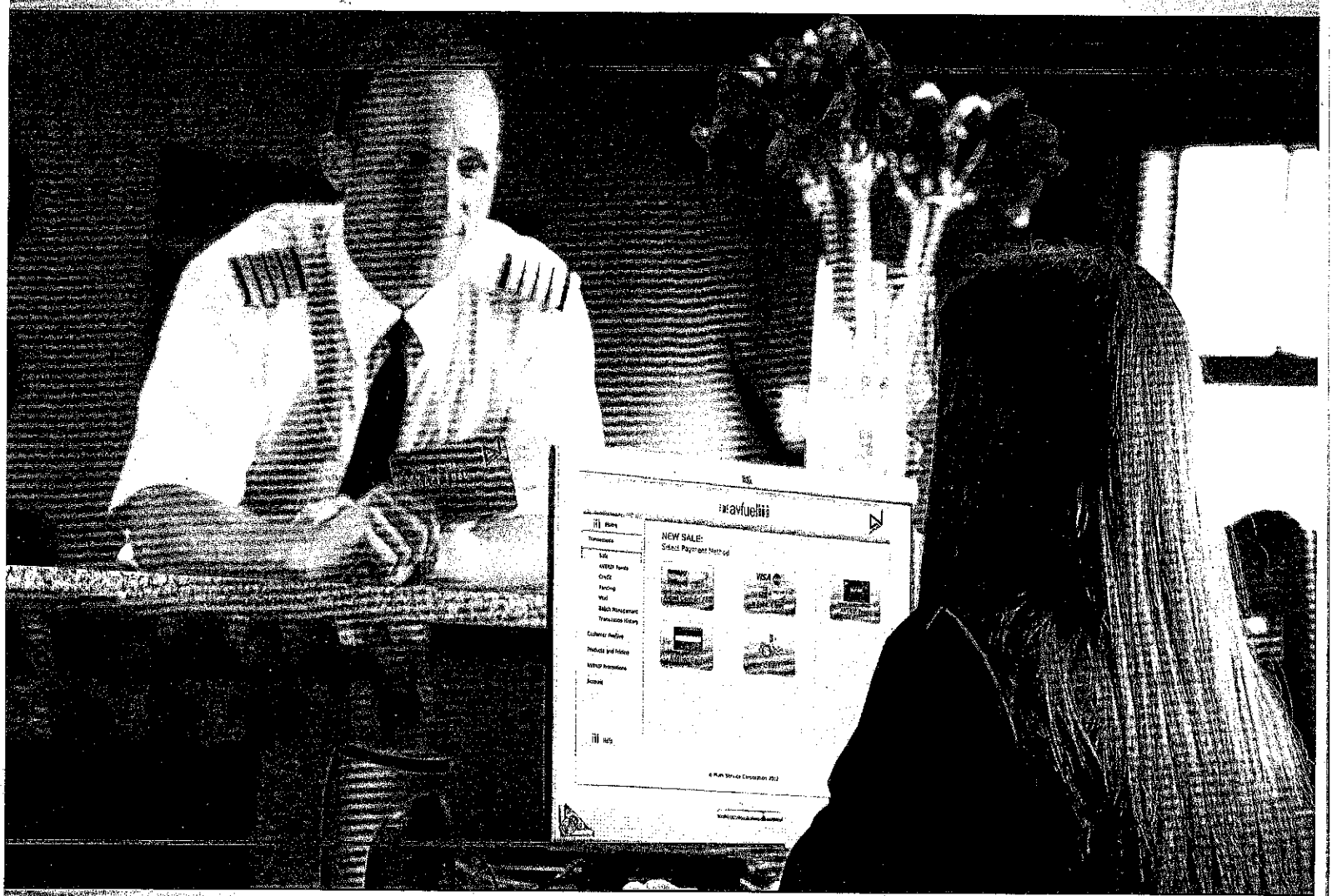
- The above data is based on tests and experience which Delek Refining, Ltd believes reliable and is supplied for information purposes only. Delek Refining, Ltd disclaims any liability for damage or injury which results from the use of the above data and nothing contained therein shall constitute a guarantee, warranty (including warranty of merchantability) or representation (including freedom from patent liability) by Delek Refining, Ltd with respect to the data, the product described, to their use for any specific purpose, even if that purpose is known to Delek Refining, Ltd.

Key to abbreviations

NDA = No Data Available

Attachment B

THE avfuel HUB



AVFUEL'S WEB-BASED PAYMENT PROCESSING AND MANAGEMENT SYSTEM

THE AVFUEL HUB

KEY FEATURES

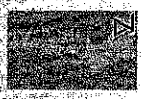
STREAMLINE OPERATIONS

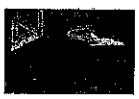
The Avfuel Hub centralizes and streamlines everything about selling fuel, products, and services at your FBO. The Avfuel Hub is user-friendly, feature-rich, and worry free!

CORE FEATURES

- » Electronic processing of all transactions (sales, voids, credits, post-authorizations)
- » Easy customer look-up by name, tail number, aircraft, or card type
- » Minimal steps and pre-populated data for quick processing
- » Avfuel Contract Fuel Pre-Authorizations are sent directly to the Avfuel Hub
- » Print and email receipt options
- » Create on-demand reports
- » Manage customer data
- » International processing capabilities
- » PCI (Payment Card Industry) Compliant which improves your credit card security

ELECTRONIC PROCESSING



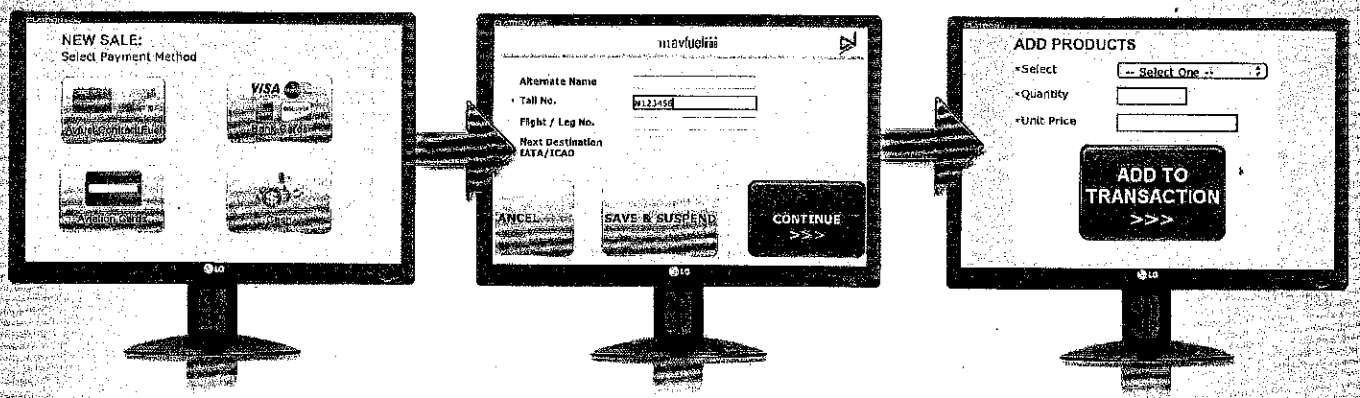


- » Avfuel Payment Cards
- » Avfuel Contract Fuel
- » American Express
- » Avcard
- » Cash
- » Discover
- » Government Air Card
- » MasterCard
- » Multi Service Aero
- » Third Party Cards
- » U.S. Bank -Multi Service Aviation Card
- » Visa

THE avfuel HUB

USER-FRIENDLY LAYOUT

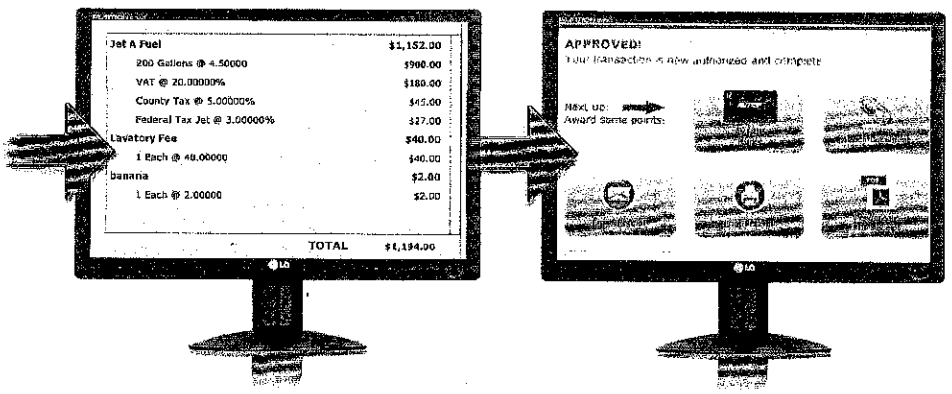
Avfuel's easy-to-follow organization, uncluttered design, and features such as bright colors and large buttons effortlessly guide users through the necessary steps to complete any transaction.



Select transaction type

Enter customer information or confirm pre-populated data

Enter products



Review transaction

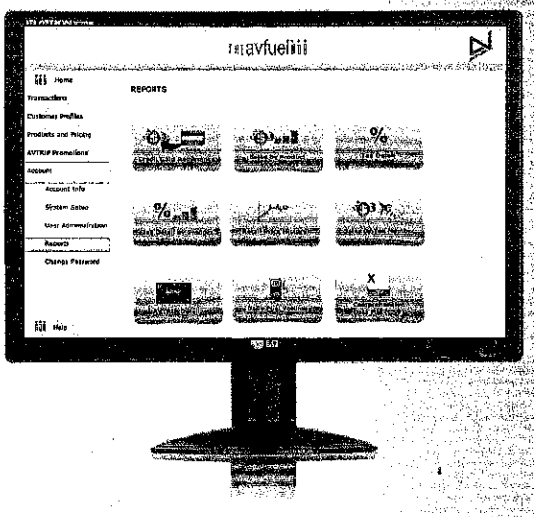
COMPLETE! Print or email reciepts, attach documents and more

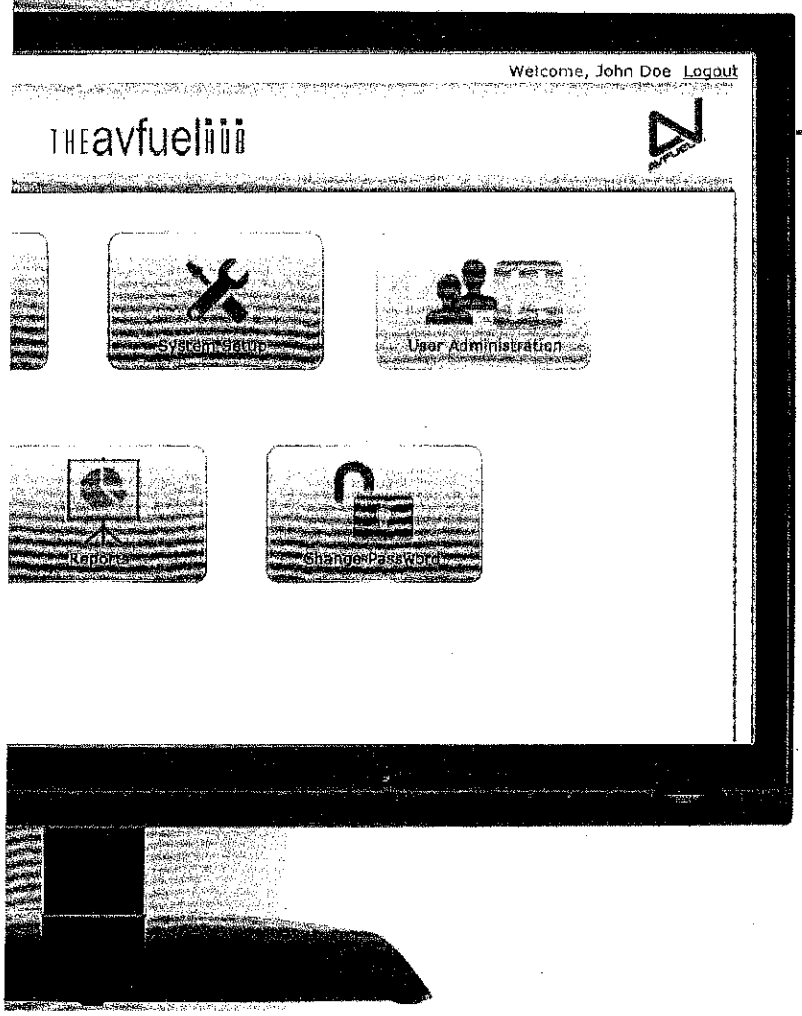
THE AVFUEL HUB

KEY FEATURES

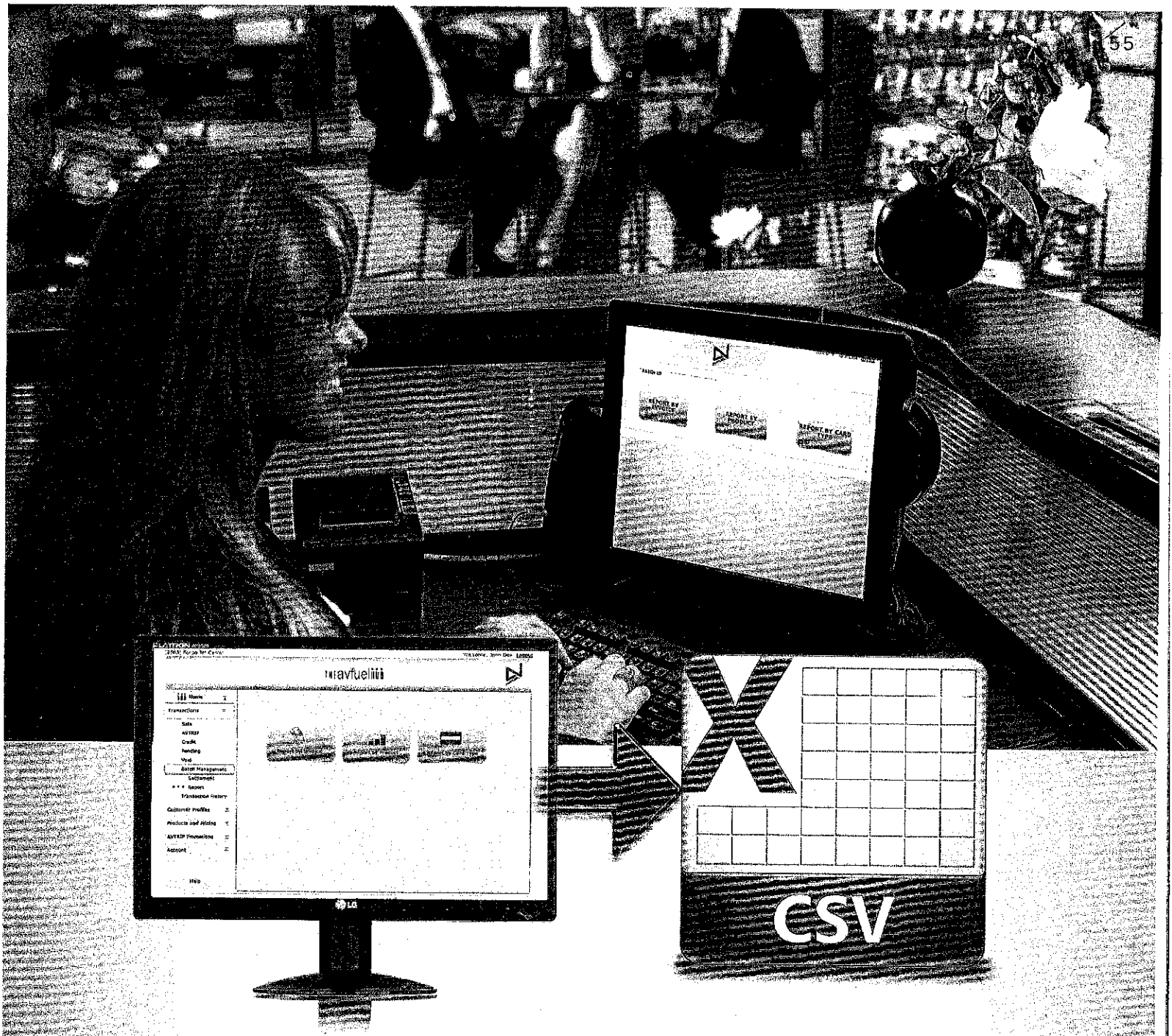
CREATIVE SOLUTIONS FOR MANAGERS

- One portal/single sign-on for all transactions and reports
- Quickly look up customers or invoices
- Review transaction history and batches for reconciliation
- Simple pricing set-up for fuel and products
- Flexible options for applying discounts, adjusting taxes, adding products and more





- Maintain customized price profiles for specific customers and customer groups
- Develop tiered pricing levels with per-gallon discounts
- Pre-define up to fifteen miscellaneous products to your specifications
- Multiple user-access levels
- Automated settlements



FLEXIBLE REPORTING OPTIONS

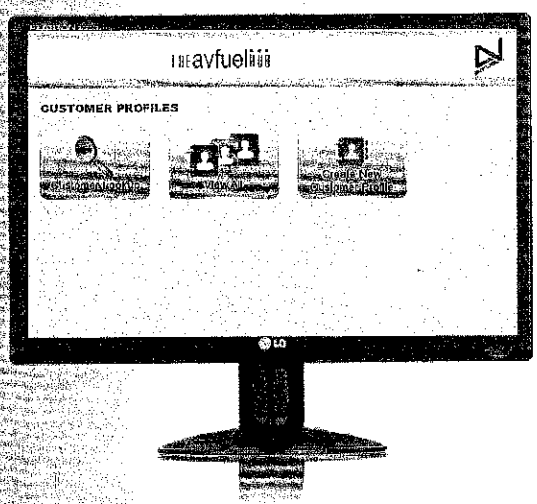
- Next-day credit card rejection reports
- Remittance reports for easy analysis and reconciliation
- On-demand reports for streamlined tax reporting and sales analysis
- Consolidated and individualized reports for multiple locations
- Exportable data for download into accounting software

THE AVFUEL HUB

KEY FEATURES

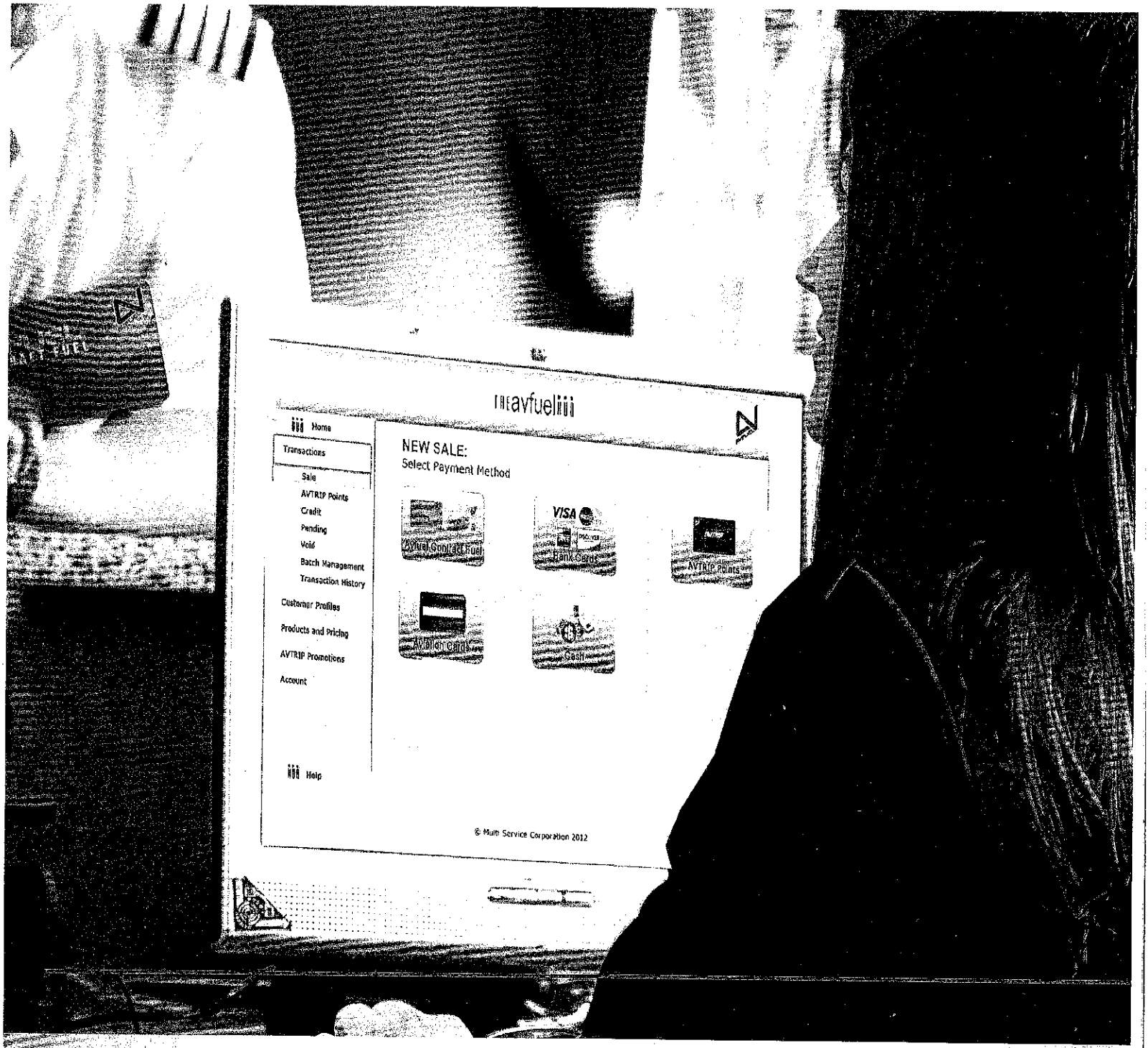
AVTRIP INTEGRATION

- Award points effortlessly
- Easy member look-up
- Data from fuel sales populates automatically
- Avfuel promotions automatically applied
- Create and track your own AVTRIP promotions
- Split AVTRIP points between members

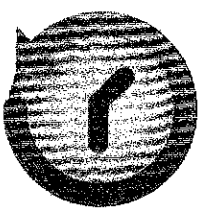


MANAGE CUSTOMER DATA

- Capture and store customer information
- Look-up by name, tail number, aircraft and card type
- Note specific preferences
- Attach documents



LOOK UP CUSTOMER OR SWIPE CARD



PROCESS TRANSACTIONS IN SECONDS

PRINT OR E-MAIL RECEIPTS

THE AVFUEL HUB

WHAT YOU'LL NEED

THE AVFUEL HUB IS ACCESSIBLE FROM ANY COMPUTER WITH INTERNET AND WEB-BROWSING CAPABILITY.

Your system must possess a USB port. The Avfuel Hub requires an encrypted card swipe (card reader) that can be attached to a computer via a USB port. This will be sent to you in the mail.

Browser Requirements:

The Avfuel Hub requires the use of Google Chrome 10 as your browser for optimum functionality. It's free and easy to download. If you are unable to use Google Chrome 10, please contact us for alternative browers options.

Minimum System Requirements:

Processor: Pentium 4 or later
Free Disk Space: 1.6GB
RAM: 256MB minimum requirements

The Avfuel Hub requires users to accept session-based cookies. For the best experience, your system should support Javascript.

Most major web browsers are configured to handle these requirements by default - resulting in minimal set-up for this easy-to-use system. *If you need assistance, a dedicated team is available to address any technical support issues and can be reached at 913-217-9368 or 866-720-3797.*

■ ■ ■

CARD PROCESSING WITH AVFUEL

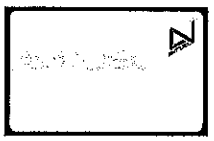
CARD PROCESSING WITH AVFUEL

KEY FEATURES

STREAMLINE OPERATIONS

The Avfuel Card Processing System and the Avfuel Account Dashboard centralize and streamline everything about selling fuel, products and services at your FBO. These tools are simple to use, web-based and always available.

ELECTRONIC PROCESSING



- » Avfuel Payment Cards
- » Avfuel Contract Fuel
- » American Express
- » Avcard
- » Discover
- » Government Air Card
- » MasterCard
- » Multi Service Aero
- » U.S. Bank -Multi Service Aviation Card
- » Visa
- » Third Party Cards
- » Cash

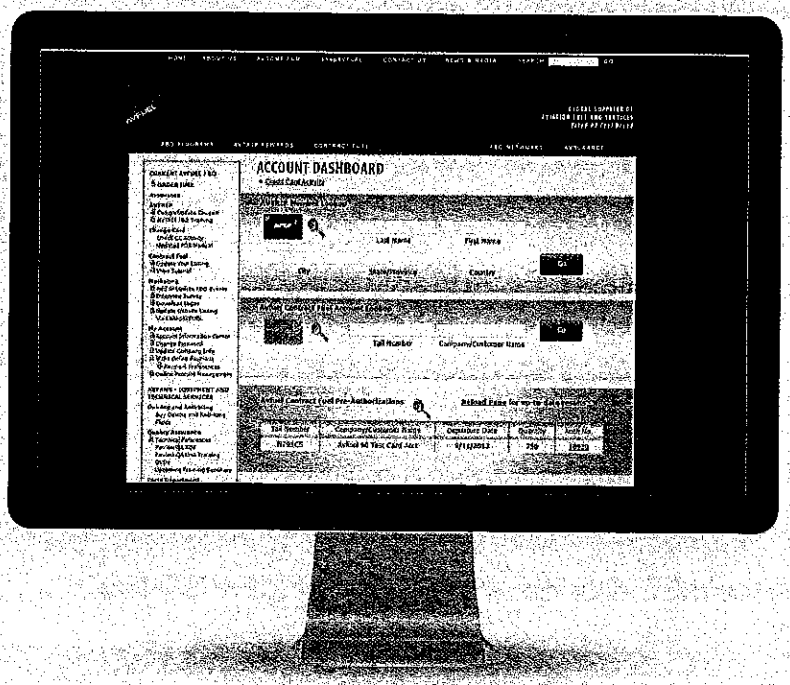
ACCOUNT DASHBOARD

AVFUEL ACCOUNT DASHBOARD SUPPORTS CARD PROCESSING OPERATIONS

This convenient online dashboard improves efficiencies at the front desk, helping you better serve customers and manage sales.

The Account Dashboard provides access to:

- **AVTRIP Lookup:** When a pilot does not have their member number available, you can offer assistance.
- **Avfuel Contract Fuel Account Lookup:** FBOs participating in Avfuel Contract Fuel can look up a customer account number instead of using printed card lists.
- **Avfuel Contract Fuel Pre-Authorizations:** Find any Avfuel pre-authorization online quickly without searching through faxes and emails.
- **Reports:** Sales reporting and reconciliation processes are made easier by the many on-demand reporting options, including Credit Card and Avfuel Contract Fuel Remittance reports, sales, AVTRIP and tax reports.



Designate User Access for FBO Staff:
The online account dashboard allows users to access different features based on levels. Review the access levels and assign each staff member to a level using the online form.

The Access Level Form can be found at avfuel.com/signup/OnlineAccount.asp

Access the Dashboard at avfuel.com/dashboard

REMITTANCE RECONCILIATION REPORTS

CREDIT CARD REMITTANCE REPORT

The Credit Card Remittance Report (PDF) is used to reconcile your retail credit card activity with the Avfuel reimbursement. Accounting staff can match totals from your system's Batch Report to the gross amount shown in the first section, labeled *Batch Remittance Summary* (or to individual transactions in *Transaction Details*). Processing fees are subtracted from each gross amount to total a net due from Avfuel for that batch. The sum of all net batch amounts due (less AVTRIP fees) results in a *Remittance Total* which will match the payment or credit on account received.

The Credit Card Remittance Report offers drill-down data for on-the-spot analysis:

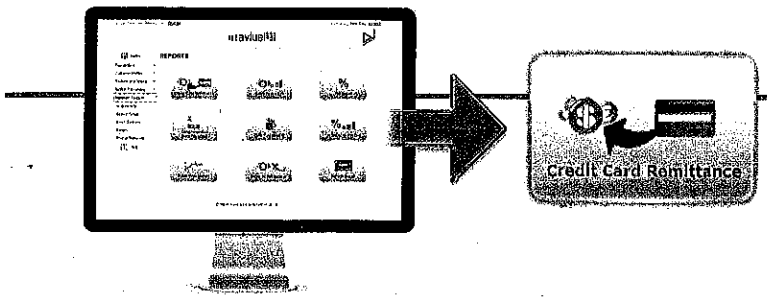
- To view the transactions included in any batch, reference the section labeled *Transaction Details*.
- If the gross amount from the Batch Report does not match the Batch Remittance Summary, check the section labeled *Adjustments* for chargebacks or AIR Card adjustments made after batch settlement.
- AVTRIP charges by batch and by transaction are provided in the section labeled *AVTRIP Details*, supporting the amount subtracted in the Batch Remittance Summary section.
- To analyze card usage or quickly verify processing fees charged, use the section labeled *Analysis of Transactions by Card Type*.
- To see a breakdown of AVTRIP points awarded by use the section labeled *Analysis of AVTRIP Points*.

Past or current remittance reports (updated every Monday and Thursday) can be accessed through the Avfuel Account Dashboard as needed. Avfuel also emails this report to designated individuals.

If your FBO holds a DLA Contract, the transactions for contracted products (without amounts) are shown on the Avfuel Credit Card Remittance under AIR Card so the FBO can verify they were received. (Detailed reports for contracted products sold are sent directly from the DLA through their MY INVOICE portal.) Non-contracted products sold using AIR Card are retail transactions and are listed (with amounts) as AIR Card sales, and both contract and non-contract will be noted.

If your FBO participates in Avfuel Contract Fuel, those transactions will be reported on the Avfuel Contract Fuel Remittance Report which is emailed to your designated individual.

Select Credit Card Remittance within Merchant Account



CREDIT CARD REMITTANCE REPORT

Batches Settled
12/02/2012 through 12/05/2012

Merchant	Merchant No.	Location
YOUR FBO NAME	1111	AVFKAVT

Remit to: Attn: FBONAME@FBO.COM

BATCH REMITTANCE SUMMARY

BATCH	TERMINAL	DATE TIME	COUNT	POINTS	USD GROSS	USD PROC FEE	USD DUE
13414	112160003111	12/02/2012 08:09:05	2		$135.09	$41.88	$93.72
13415	112160003111	12/02/2012 18:29:23	3		$1,479.02	$41.16	$1,437.86
13416	112160003111	12/05/2012 18:21:05	5		$2,361.36	$46.54	$2,315.82
13417	112160003111	12/04/2012 18:28:09	3		$1,691.90	$54.42	$1,747.48
13418	112160003111	12/05/2012 18:40:21	5		$698.78	$24.01	$674.77
			18		$6,468.08	$226.41	$6,269.65
AVTRIP							
13416				1,180		$11.80	$(11.80)
13418				1,010		$10.10	$(10.10)
				2,170		$21.70	$(21.70)
					$6,468.08	$248.11	$6,247.95

REMITTANCE TOTAL

TRANSACTION DETAILS

CARD TYPE	INVOICE	DATE	CARD NO.	USD GROSS	USD PROC FEE	USD DUE
BATCH 13414						
American Express	1479	12/01/2012	********1087	$(1,044.45)	$0.00	$(1,044.45)
American Express	1480	12/01/2012	********1057	$1,179.45	$41.28	$1,138.17

CREDIT CARD REMITTANCE REPORT
continued

AVFUEL LOCATION
YOUR FBO NAME Merchant # 1111

TRANSACTION DETAILS

CARD TYPE	INVOICE	DATE	CARD NO.	USD GROSS	USD PROC FEE	USD DUE
BATCH 13414				$135.09	$41.28	$93.72
BATCH 13415						
American Express	1481	12/02/2012	********1005	$698.50	$24.45	$674.45
VISA	1483	12/02/2012	********6304	$553.52	$12.49	$571.03
VISA	1484	12/02/2012	********9729	$197.00	$4.92	$192.76
				$1,479.02	$41.16	$1,437.86
BATCH 13416						
VISA	1485	12/03/2012	********7378	$151.20	$3.24	$147.96
MasterCard - a	1488	12/03/2012	********3326	$130.00	$4.00	$126.97
VISA	1490	12/03/2012	********3149	$625.00	$13.38	$611.62
American Express	1491	12/03/2012	********1008	$879.00	$34.27	$844.73
VISA	1494	12/03/2012	********1783	$456.16	$10.62	$485.54
				$2,681.36	$65.54	$2,315.82
BATCH 13417						
American Express	1496	12/04/2012	********3009	$312.29	$11.17	$303.00
MasterCard	1497	12/04/2012	********3912	$292.70	$8.65	$276.65
MasterCard - a	1498	12/04/2012	********3605	$1,200.00	$37.20	$1,182.80
				$1,691.90	$54.42	$1,747.48
BATCH 13418						
VISA	1500	12/05/2012	********1334	$16.50	$0.33	$16.16
American Express	1501	12/05/2012	********1005	$150.63	$5.20	$145.06
American Express	1503	12/05/2012	********1003	$515.20	$16.83	$498.17
VISA	1504	12/05/2012	********9372	$11.20	$0.24	$10.96
VISA	1505	12/05/2012	********2294	$5.25	$0.11	$5.14
				$698.78	$24.01	$674.77

CREDIT CARD REMITTANCE REPORT
continued

AVFUEL LOCATION
YOUR FBO NAME Merchant # 1111

TRANSACTION DETAILS

CARD TYPE	INVOICE	DATE	CARD NO.	USD GROSS	USD PROC FEE	USD DUE

a Transactions are Tier One Non-Qualified
b Transactions are Tier Two Non-Qualified
c Processing fee for fuel and non fuel products may vary
P/O AIR Card transaction includes contract activity along with retail amount shown

AVTRIP DETAILS

INVOICE	DATE	CARD	FUEL QTY	POINTS	USD PROC FEE	USD DUE
BATCH 13416						
1493	12/03/2012	000139921	500	1,180	$11.80	$(11.80)
				1,180	$11.80	$(11.80)
BATCH 13418						
1502	12/05/2012	000145595	505	1,010	$10.10	$(10.10)
				1,010	$10.10	$(10.10)
				2,170	$21.70	$(21.70)

CREDIT CARD REMITTANCE REPORT
continued

AVFUEL LOCATION
YOUR FBO NAME Merchant # 1111

ANALYSIS OF TRANSACTIONS BY CARD TYPE

	COUNT	USD GROSS	USD PROC FEE	USD DUE
American Express	7	$2,797.53	$134.48	$2,663.05
MasterCard	3	$1,612.70	$47.28	$1,565.42
VISA	8	$2,058.63	$44.65	$2,041.18
	18	$6,468.08	$226.41	$6,269.65

ANALYSIS OF AVTRIP POINTS

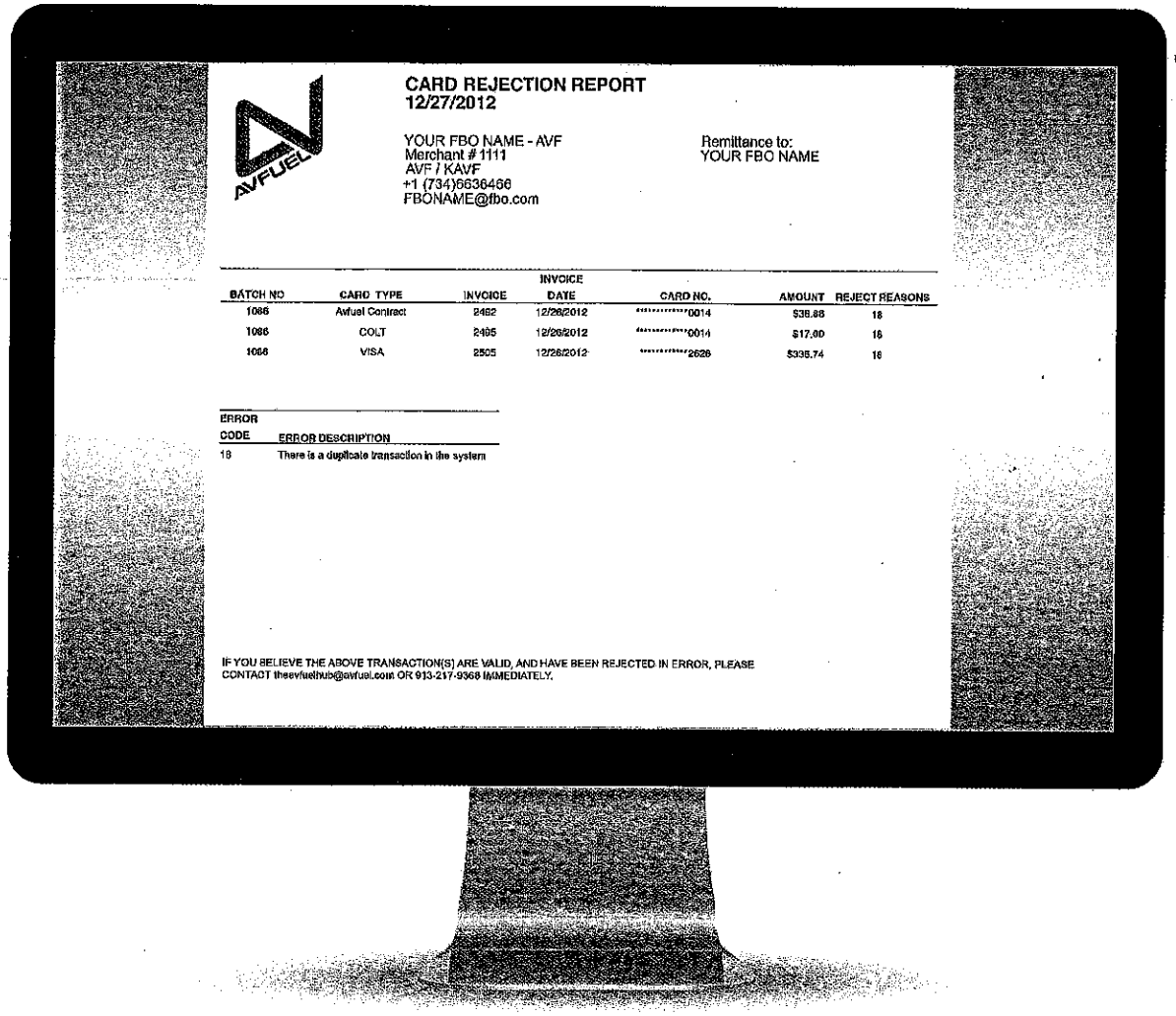
EARNED ON	POINTS	USD PROC FEE	USD DUE
Product Points	2,170	$21.70	$(21.70)
	2,170	$21.70	$(21.70)

REMITTANCE RECONCILIATION REPORTS

CARD REJECTION REPORT

During transaction entry, checks are being done behind the scenes to ensure card companies will accept your transaction - a process that continues even after batch settlement. A transaction marked for review (for example, one that appears to be a duplicate) will be reported on a Card Rejection Report. The report is emailed daily as needed to designated individuals at your FBO. Certain identifying transaction details appear on the report, along with the reason for rejection and directions regarding next steps if you feel that the transaction is valid. Copies of this report are included with the Credit Card Remittance Report.

Select Reports within Merchant Account, Credit Card Remittance



CARD REJECTION REPORT
12/27/2012

YOUR FBO NAME - AVF
Merchant # 1111
AVF / KAVF
+1 (734)6636466
FBONAME@fbo.com

Remittance to:
YOUR FBO NAME

BATCH NO	CARD TYPE	INVOICE	INVOICE DATE	CARD NO.	AMOUNT	REJECT REASONS
1086	Avfuel Contract	2482	12/26/2012	**********0014	$38.88	18
1086	COLT	2485	12/26/2012	**********0014	$17.00	18
1086	VISA	2505	12/26/2012	**********2626	$335.74	18

ERROR CODE	ERROR DESCRIPTION
18	There is a duplicate transaction in the system

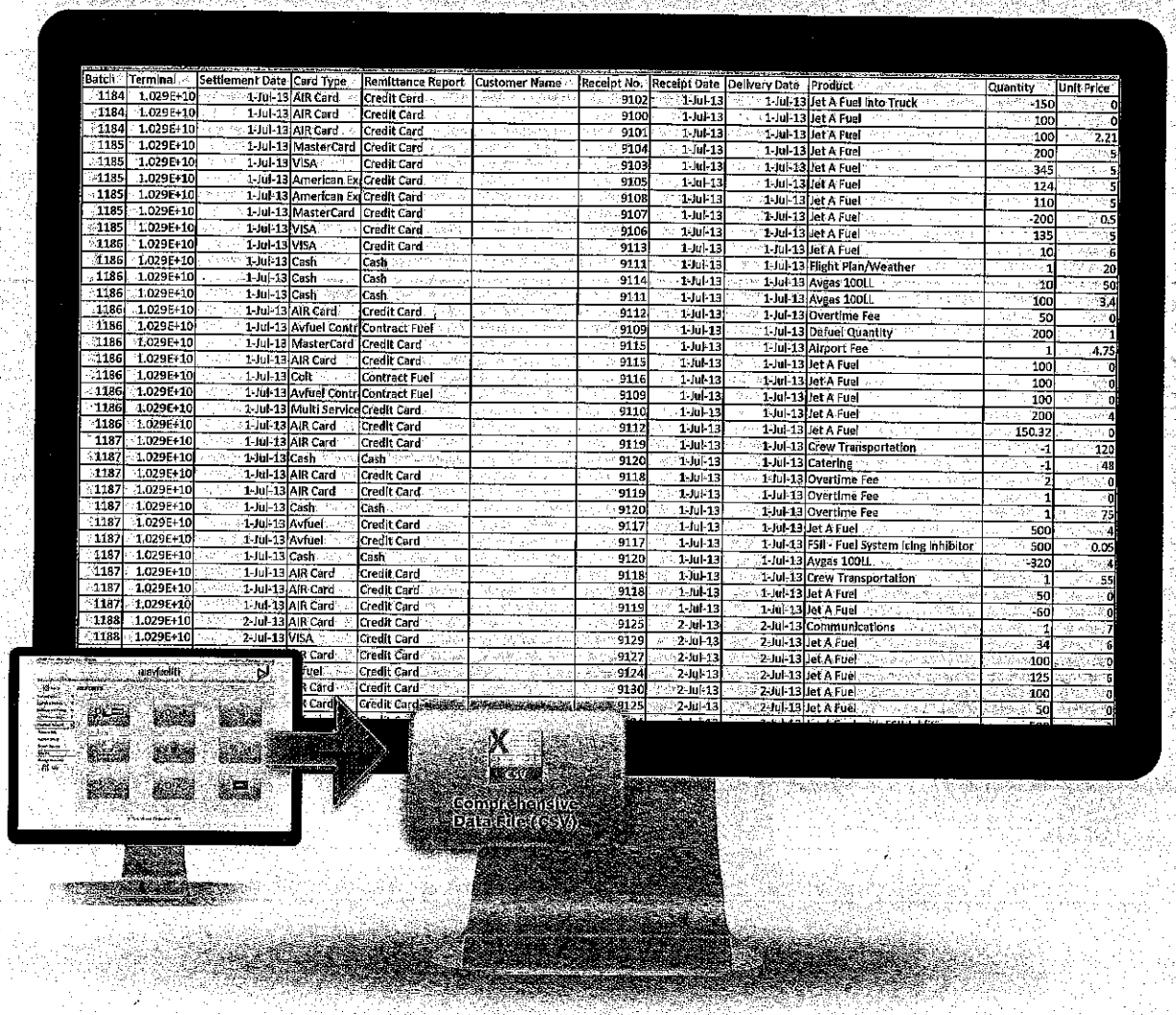
IF YOU BELIEVE THE ABOVE TRANSACTION(S) ARE VALID, AND HAVE BEEN REJECTED IN ERROR, PLEASE CONTACT thesvfuelhub@avfuel.com OR 913-217-9368 IMMEDIATELY.

COMPREHENSIVE DATA FILE

Create a CSV file which includes each component of settled transactions (retail and contract) between specified date parameters. Manipulate data using Microsoft Excel or other data tools. Sort and filter to fit your particular analysis needs.

The Comprehensive Data File is flexible and has a number of uses. You can also choose to use any of the pre-defined sales reports described over the following pages.

Select Reports within Merchant Account



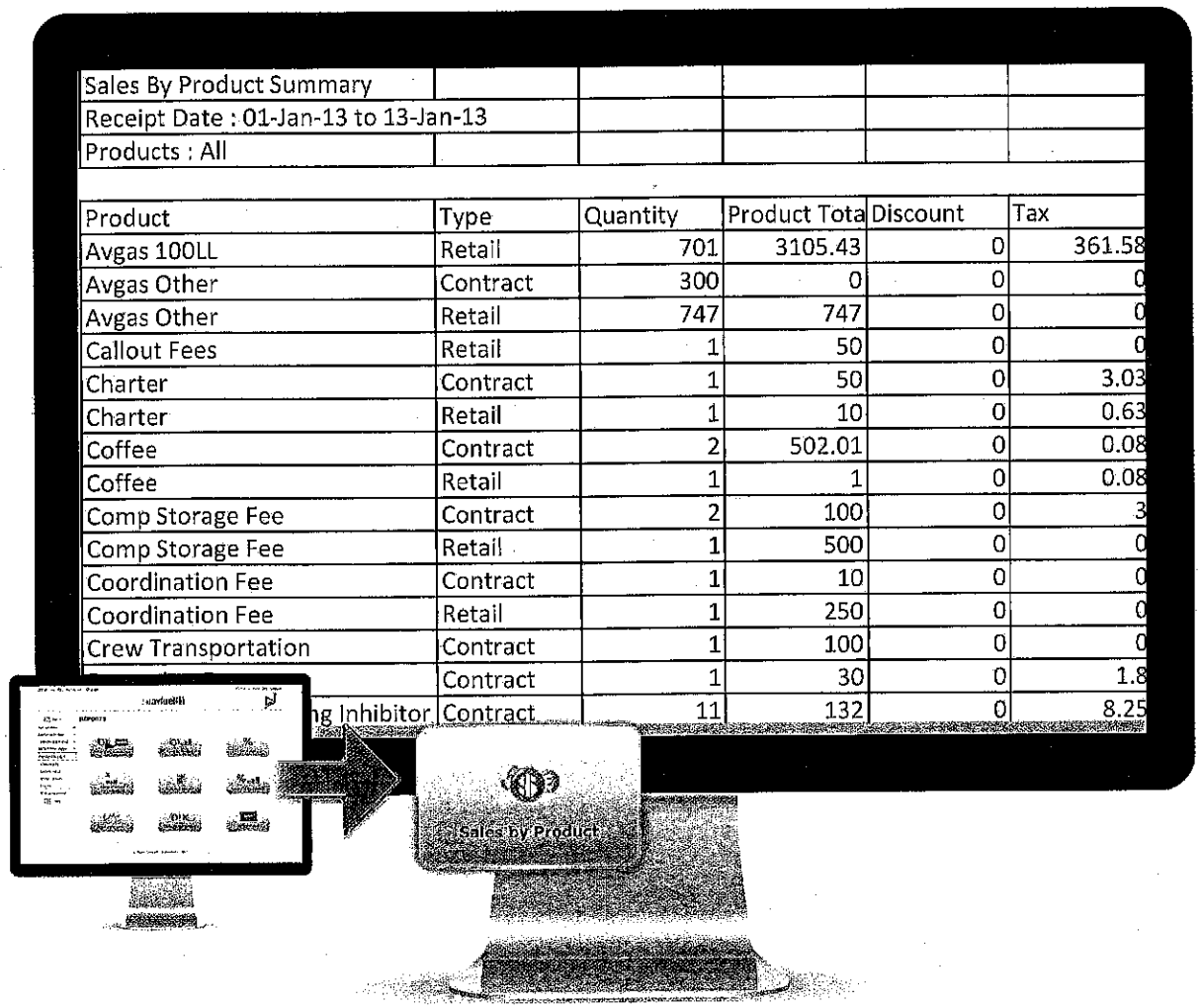
Batch	Terminal	Settlement Date	Card Type	Remittance Report	Customer Name	Receipt No.	Receipt Date	Delivery Date	Product	Quantity	Unit Price
1184	1.029E+10	1-Jul-13	AIR Card	Credit Card		9102	1-Jul-13	1-Jul-13	Jet A Fuel into Truck	-150	0
1184	1.029E+10	1-Jul-13	AIR Card	Credit Card		9100	1-Jul-13	1-Jul-13	Jet A Fuel	100	0
1184	1.029E+10	1-Jul-13	AIR Card	Credit Card		9101	1-Jul-13	1-Jul-13	Jet A Fuel	100	2.21
1185	1.029E+10	1-Jul-13	MasterCard	Credit Card		9104	1-Jul-13	1-Jul-13	Jet A Fuel	200	5
1185	1.029E+10	1-Jul-13	VISA	Credit Card		9103	1-Jul-13	1-Jul-13	Jet A Fuel	345	5
1185	1.029E+10	1-Jul-13	American Ex	Credit Card		9105	1-Jul-13	1-Jul-13	Jet A Fuel	124	5
1185	1.029E+10	1-Jul-13	American Ex	Credit Card		9108	1-Jul-13	1-Jul-13	Jet A Fuel	110	5
1185	1.029E+10	1-Jul-13	MasterCard	Credit Card		9107	1-Jul-13	1-Jul-13	Jet A Fuel	-200	0.5
1185	1.029E+10	1-Jul-13	VISA	Credit Card		9106	1-Jul-13	1-Jul-13	Jet A Fuel	135	5
1186	1.029E+10	1-Jul-13	VISA	Credit Card		9113	1-Jul-13	1-Jul-13	Jet A Fuel	10	6
1186	1.029E+10	1-Jul-13	Cash	Cash		9111	1-Jul-13	1-Jul-13	Flight Plan/Weather	1	20
1186	1.029E+10	1-Jul-13	Cash	Cash		9114	1-Jul-13	1-Jul-13	Avgas 100LL	10	50
1186	1.029E+10	1-Jul-13	Cash	Cash		9111	1-Jul-13	1-Jul-13	Avgas 100LL	100	3.4
1186	1.029E+10	1-Jul-13	AIR Card	Credit Card		9112	1-Jul-13	1-Jul-13	Overtime Fee	50	0
1186	1.029E+10	1-Jul-13	Avfuel Contr	Contract Fuel		9109	1-Jul-13	1-Jul-13	Defuel Quantity	200	1
1186	1.029E+10	1-Jul-13	MasterCard	Credit Card		9115	1-Jul-13	1-Jul-13	Airport Fee	1	4.75
1186	1.029E+10	1-Jul-13	AIR Card	Credit Card		9115	1-Jul-13	1-Jul-13	Jet A Fuel	100	0
1186	1.029E+10	1-Jul-13	Colt	Contract Fuel		9116	1-Jul-13	1-Jul-13	Jet A Fuel	100	0
1186	1.029E+10	1-Jul-13	Avfuel Contr	Contract Fuel		9109	1-Jul-13	1-Jul-13	Jet A Fuel	100	0
1186	1.029E+10	1-Jul-13	Multi Service	Credit Card		9110	1-Jul-13	1-Jul-13	Jet A Fuel	200	4
1186	1.029E+10	1-Jul-13	AIR Card	Credit Card		9112	1-Jul-13	1-Jul-13	Jet A Fuel	150.32	0
1187	1.029E+10	1-Jul-13	AIR Card	Credit Card		9119	1-Jul-13	1-Jul-13	Crew Transportation	-1	120
1187	1.029E+10	1-Jul-13	Cash	Cash		9120	1-Jul-13	1-Jul-13	Catering	-1	48
1187	1.029E+10	1-Jul-13	AIR Card	Credit Card		9118	1-Jul-13	1-Jul-13	Overtime Fee	2	0
1187	1.029E+10	1-Jul-13	AIR Card	Credit Card		9119	1-Jul-13	1-Jul-13	Overtime Fee	1	0
1187	1.029E+10	1-Jul-13	Cash	Cash		9120	1-Jul-13	1-Jul-13	Overtime Fee	1	75
1187	1.029E+10	1-Jul-13	Avfuel	Credit Card		9117	1-Jul-13	1-Jul-13	Jet A Fuel	500	4
1187	1.029E+10	1-Jul-13	Avfuel	Credit Card		9117	1-Jul-13	1-Jul-13	FSII - Fuel System Icing Inhibitor	500	0.05
1187	1.029E+10	1-Jul-13	Cash	Cash		9120	1-Jul-13	1-Jul-13	Avgas 100LL	-320	4
1187	1.029E+10	1-Jul-13	AIR Card	Credit Card		9118	1-Jul-13	1-Jul-13	Crew Transportation	1	55
1187	1.029E+10	1-Jul-13	AIR Card	Credit Card		9118	1-Jul-13	1-Jul-13	Jet A Fuel	50	0
1187	1.029E+10	1-Jul-13	AIR Card	Credit Card		9119	1-Jul-13	1-Jul-13	Jet A Fuel	-60	0
1188	1.029E+10	2-Jul-13	AIR Card	Credit Card		9125	2-Jul-13	2-Jul-13	Communications	1	7
1188	1.029E+10	2-Jul-13	VISA	Credit Card		9129	2-Jul-13	2-Jul-13	Jet A Fuel	34	6
			R Card	Credit Card		9127	2-Jul-13	2-Jul-13	Jet A Fuel	100	0
			Fuel	Credit Card		9124	2-Jul-13	2-Jul-13	Jet A Fuel	125	6
			t Card	Credit Card		9130	2-Jul-13	2-Jul-13	Jet A Fuel	100	0
			t Card	Credit Card		9125	2-Jul-13	2-Jul-13	Jet A Fuel	50	0

SALES REPORTS

SALES BY PRODUCT

This CSV report shows the sales quantities and amounts for each product sold at the FBO between a set of defined date parameters, with amounts broken down by products sales, discounts given and tax totals. Use this report as an analysis tool or as an alternative to batch reports to record sales by product in the general ledger (with or without separate detail for discounts given and taxes charged).

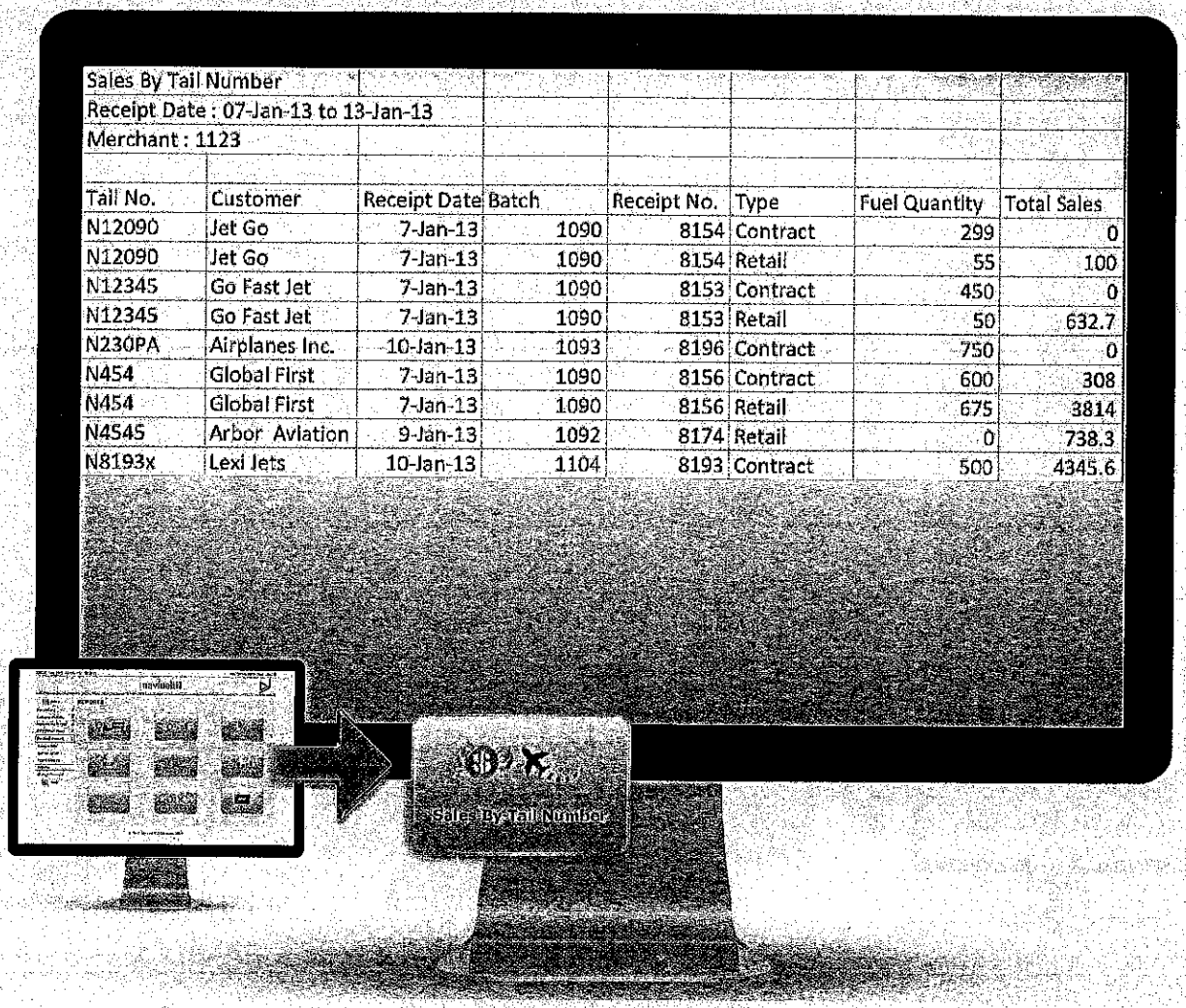
Select Reports within Merchant Account



SALES BY TAIL NUMBER

Sales volume by-customer (both quantity and sales amounts) is valuable information. Select a date range and the resulting CSV report provides this by-transaction sales data sorted by tail number.

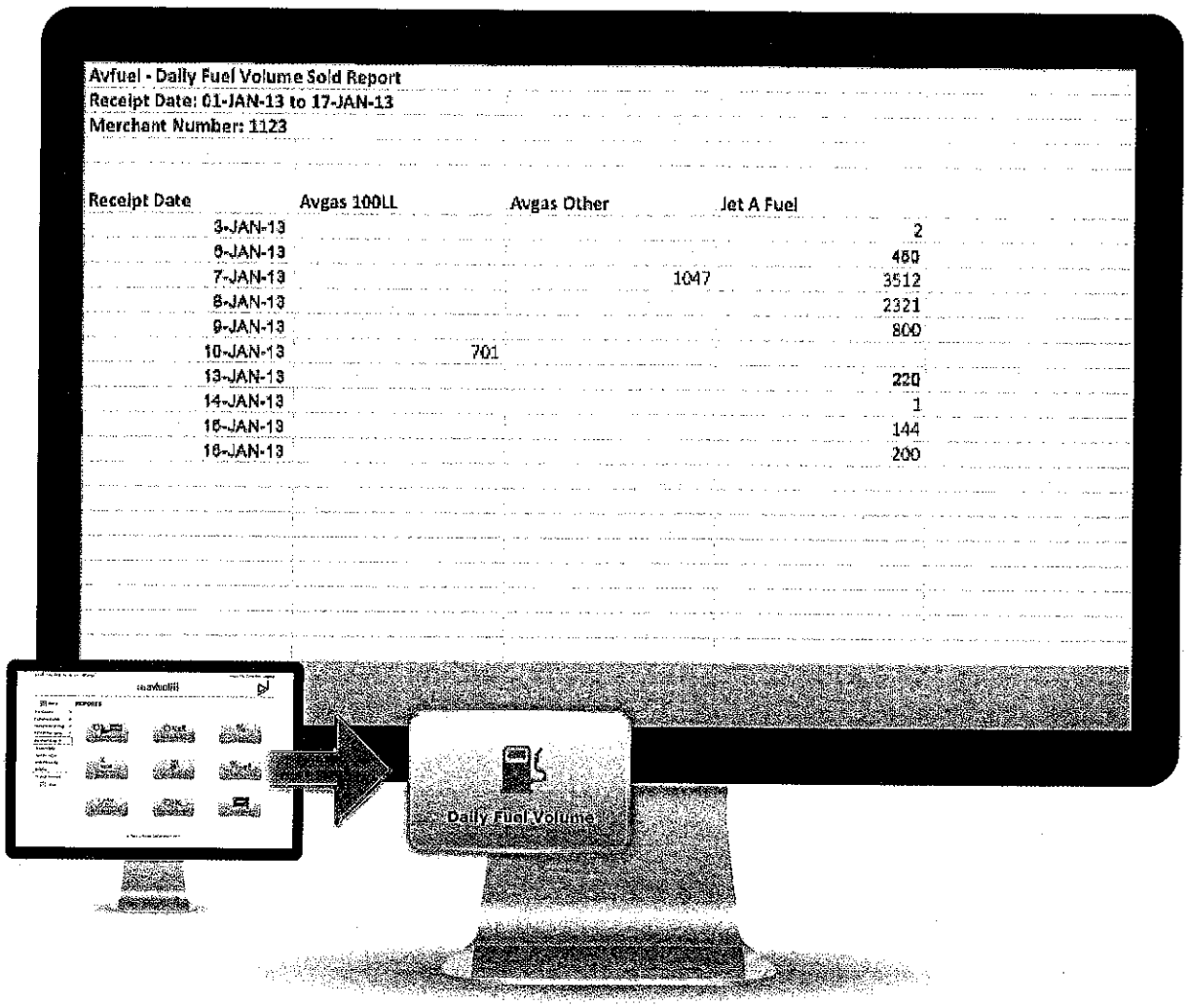
Select Reports within Merchant Account



DAILY FUEL BY VOLUME

This report shows the daily totals sold of each fuel product between a set of defined date parameters. This CSV report can be used to analyze inventory changes, view fuel sales for a specific range of time (such as during a promotion) and to help project future ordering requirements.

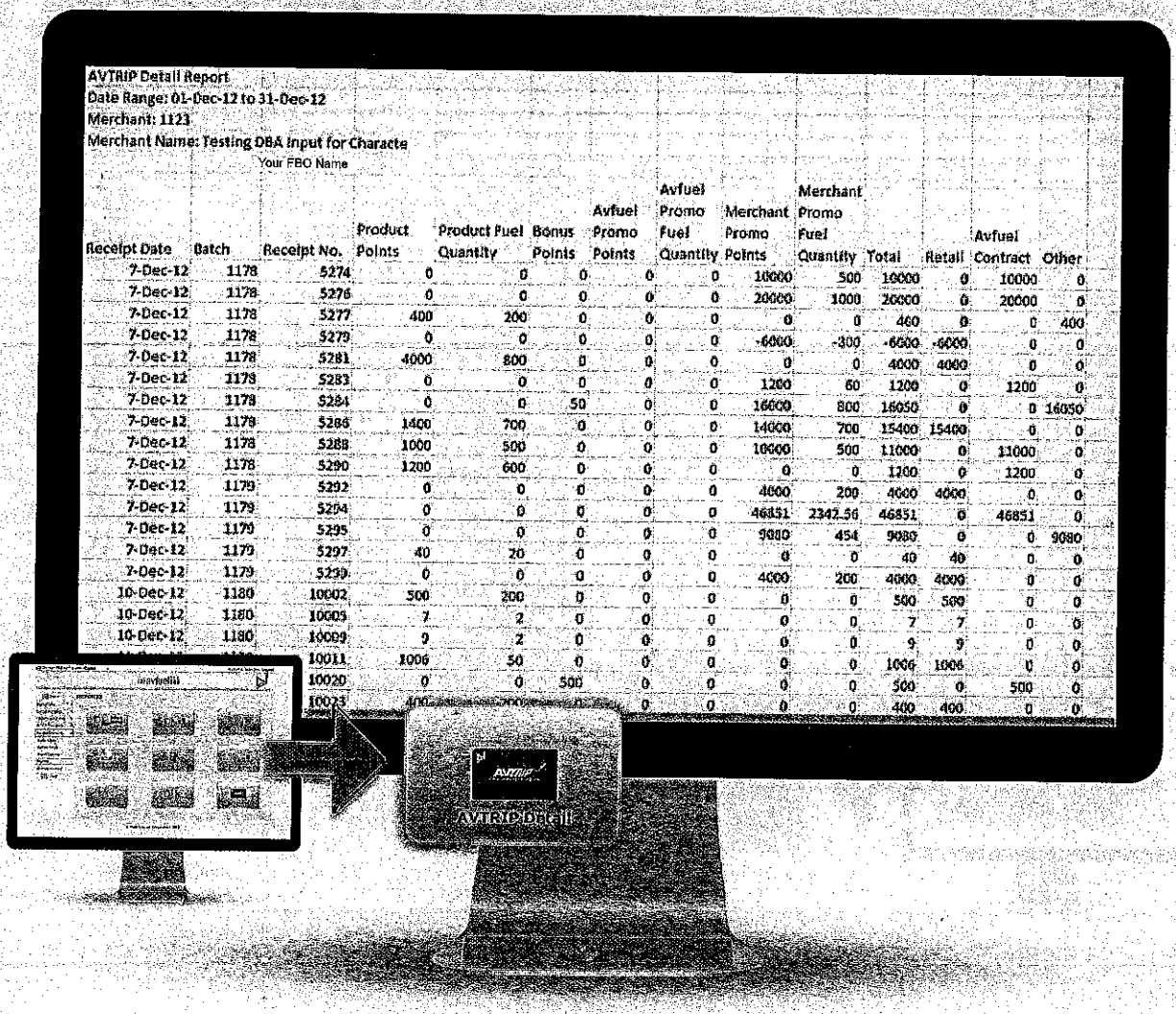
Select Reports within Merchant Account



AVTRIP DETAIL REPORT

This CSV report details total AVTRIP Points awarded by point type (Product, Bonus, Promotion) and transaction type (Contract, Retail, Other) for a specified date range.

Select Reports within Merchant Account



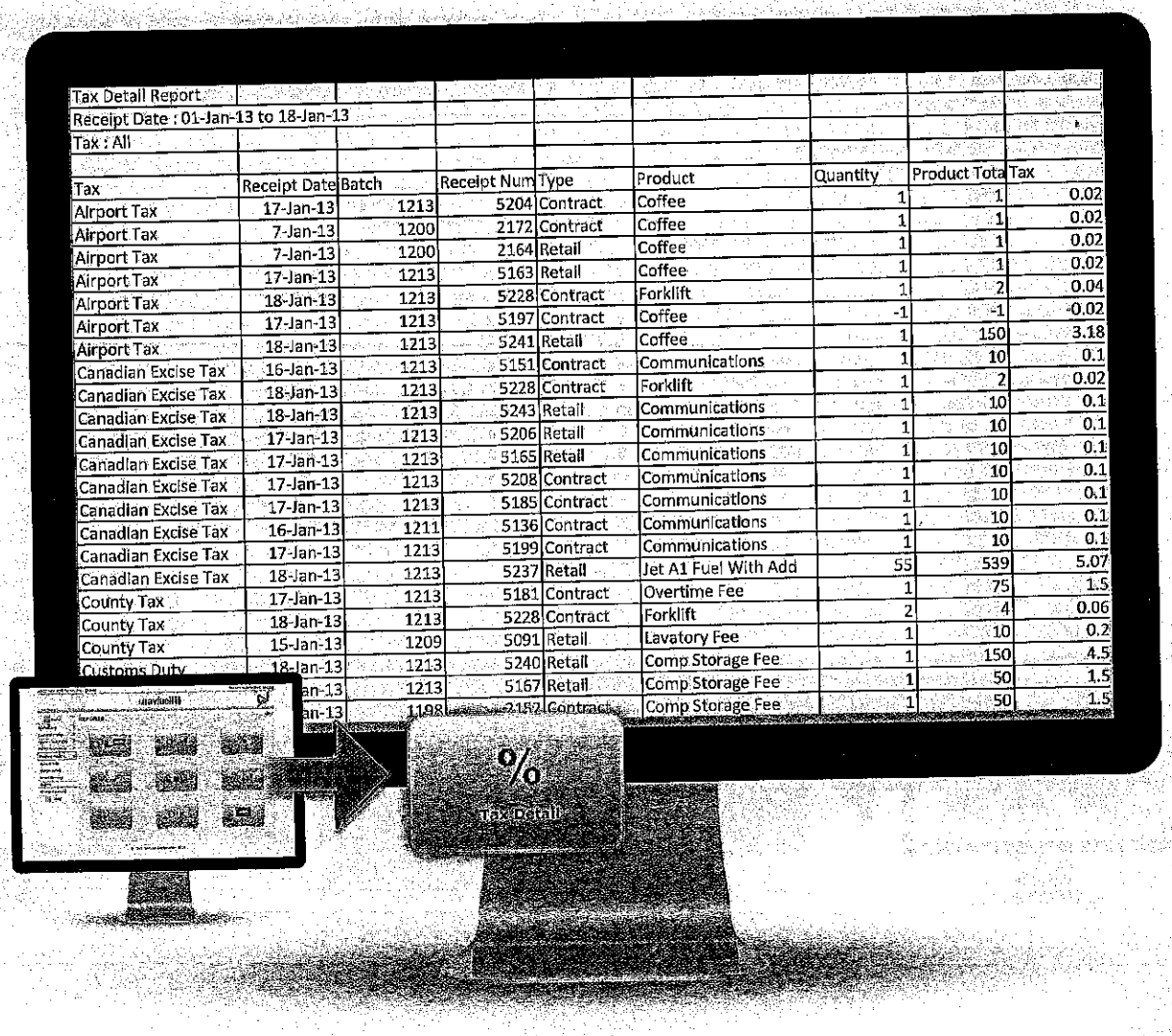
AVTRIP Detail Report
Date Range: 01-Dec-12 to 31-Dec-12
Merchant: 1123
Merchant Name: Testing DBA Input for Characte
Your FBO Name

Receipt Date	Batch	Receipt No.	Product Points	Product Fuel Quantity	Bonus Points	Avfuel Promo Points	Avfuel Promo Fuel Quantity	Merchant Promo Points	Merchant Promo Fuel Quantity	Total	Retail	Avfuel Contract	Other
7-Dec-12	1178	5274	0	0	0	0	0	10000	500	10000	0	10000	0
7-Dec-12	1178	5276	0	0	0	0	0	20000	1000	20000	0	20000	0
7-Dec-12	1178	5277	400	200	0	0	0	0	0	400	0	0	400
7-Dec-12	1178	5279	0	0	0	0	0	-6000	-300	-6000	-6000	0	0
7-Dec-12	1178	5281	4000	800	0	0	0	0	0	4000	4000	0	0
7-Dec-12	1178	5283	0	0	0	0	0	1200	60	1200	0	1200	0
7-Dec-12	1178	5284	0	0	50	0	0	16000	800	16050	0	0	16050
7-Dec-12	1179	5286	1400	700	0	0	0	14000	700	15400	15400	0	0
7-Dec-12	1178	5288	1000	500	0	0	0	10000	500	11000	0	11000	0
7-Dec-12	1178	5290	1200	600	0	0	0	0	0	1200	0	1200	0
7-Dec-12	1179	5292	0	0	0	0	0	4000	200	4000	4000	0	0
7-Dec-12	1179	5294	0	0	0	0	0	46851	2342.56	46851	0	46851	0
7-Dec-12	1179	5295	0	0	0	0	0	9080	454	9080	0	0	9080
7-Dec-12	1179	5297	40	20	0	0	0	0	0	40	40	0	0
7-Dec-12	1179	5299	0	0	0	0	0	4000	200	4000	4000	0	0
10-Dec-12	1180	10002	500	200	0	0	0	0	0	500	500	0	0
10-Dec-12	1180	10009	7	2	0	0	0	0	0	7	7	0	0
10-Dec-12	1180	10009	9	2	0	0	0	0	0	9	9	0	0
		10011	1006	50	0	0	0	0	0	1006	1006	0	0
		10020	0	0	500	0	0	0	0	500	0	500	0
		10023				0	0	0	0	400	400	0	0

TAX DETAIL

Accountants can use this report to provide data for tax filings. Select a date range and a specific tax (or all taxes) to obtain a by-transaction CSV report showing the product charged and the tax collected, along with other relevant transaction details.

Select Reports within Merchant Account



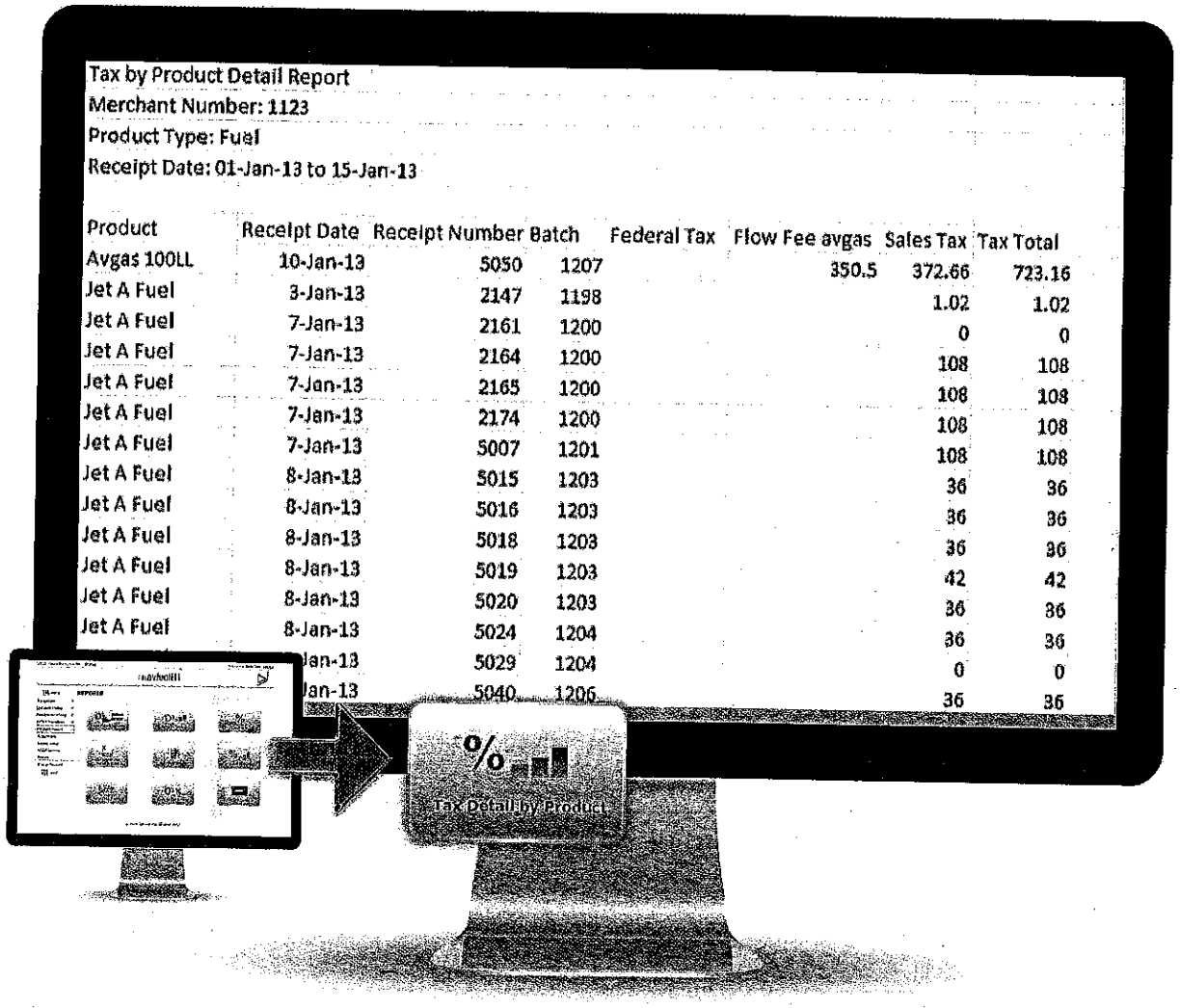
Tax Detail Report
Receipt Date : 01-Jan-13 to 18-Jan-13
Tax : All

Tax	Receipt Date	Batch	Receipt Num	Type	Product	Quantity	Product Tota	Tax
Airport Tax	17-Jan-13	1213	5204	Contract	Coffee	1	1	0.02
Airport Tax	7-Jan-13	1200	2172	Contract	Coffee	1	1	0.02
Airport Tax	7-Jan-13	1200	2164	Retail	Coffee	1	1	0.02
Airport Tax	17-Jan-13	1213	5163	Retail	Coffee	1	1	0.02
Airport Tax	18-Jan-13	1213	5228	Contract	Forklift	1	2	0.04
Airport Tax	17-Jan-13	1213	5197	Contract	Coffee	-1	-1	-0.02
Airport Tax	18-Jan-13	1213	5241	Retail	Coffee	1	150	3.18
Canadian Excise Tax	16-Jan-13	1213	5151	Contract	Communications	1	10	0.1
Canadian Excise Tax	18-Jan-13	1213	5228	Contract	Forklift	1	2	0.02
Canadian Excise Tax	18-Jan-13	1213	5243	Retail	Communications	1	10	0.1
Canadian Excise Tax	17-Jan-13	1213	5206	Retail	Communications	1	10	0.1
Canadian Excise Tax	17-Jan-13	1213	5165	Retail	Communications	1	10	0.1
Canadian Excise Tax	17-Jan-13	1213	5208	Contract	Communications	1	10	0.1
Canadian Excise Tax	17-Jan-13	1213	5185	Contract	Communications	1	10	0.1
Canadian Excise Tax	16-Jan-13	1211	5136	Contract	Communications	1	10	0.1
Canadian Excise Tax	17-Jan-13	1213	5199	Contract	Communications	1	10	0.1
Canadian Excise Tax	18-Jan-13	1213	5237	Retail	Jet A1 Fuel With Add	55	539	5.07
County Tax	17-Jan-13	1213	5181	Contract	Overtime Fee	1	75	1.5
County Tax	18-Jan-13	1213	5228	Contract	Forklift	2	4	0.06
County Tax	15-Jan-13	1209	5091	Retail	Lavatory Fee	1	10	0.2
Customs Duty	18-Jan-13	1213	5240	Retail	Comp Storage Fee	1	150	4.5
	an-13	1213	5167	Retail	Comp Storage Fee	1	50	1.5
	an-13	1198	2152	Contract	Comp Storage Fee	1	50	1.5

TAX BY PRODUCT DETAIL

This report in CSV format lists the taxes charged and the amounts collected by product, along with other relevant transaction details. Zero amounts indicate a tax was exempted during a transaction, which is useful for reporting exempt sales for certain tax reports. Accountants can use this report to provide data for tax filings.

Select Reports within Merchant Account



SUPPORT

CONTACT INFORMATION

FOR ASSISTANCE PROCESSING TRANSACTIONS CONTACT YOUR THIRD PARTY SOFTWARE PROVIDER

FOR ASSISTANCE WITH ANY REPORTS AVAILABLE ON THE AVFUEL DASHBOARD

- +1-913-217-9368
- 866-720-3797

FOR ASSISTANCE WITH YOUR FBO'S AVFUEL CREDIT CARD ACCOUNT:

- myfbo@avfuel.com
- +1-734-548-8190
- 877-834-5618

FOR ASSISTANCE WITH YOUR FBO'S AVFUEL CONTRACT FUEL ACCOUNT:

- cfbilling@avfuel.com
- +1-734-272-4105
- 800-645-9117

FOR ASSISTANCE WITH AVFUEL CONTRACT FUEL SALES:

- contractfuel@avfuel.com
- +1-734-272-4114
- 800-466-2778

RESOURCES FOR YOUR CUSTOMERS

FOR ASSISTANCE WITH ANY AVFUEL CHARGE CARD

- chargecard@avfuel.com
- +1 734-548-8190
- 877-834-5618

MANUAL AUTHORIZATION NUMBERS

MY MERCHANT ID:

Card Processing

Manual Authorization Phone List

Card Type	Card Issuer's Merchant No.	Card Center
AIR Card		866-308-3811
American Express		800-528-2121
Avcard		800-282-2731
Avfuel Contract Fuel		800-466-2778 +1-734-272-4114
Avfuel Cards		866-720-3797 +1-913-217-9368
Colt		800-626-0577
Discover		800-291-4840
MasterCard		800-291-4840
MS Aviation		877-672-2273
Multi Service Aero		+1-913-217-9303
UVair		800-793-1295
Visa		800-291-4840

CARD PROCESSING
theavfuelhub@avfuel.com
+ 1 913-217-9368
866-720-3797

PCI COMPLIANCE
FOR AVFUEL FBOS

F.A.Q.

WHAT IS PCI COMPLIANCE?

Payment Card Industry (PCI) Compliance means that you are following credit card practices and protocol to ensure a secure environment for processing, storing or transmitting credit card information. It means that your business adheres to the PCI Data Security Standards (DSS) requirements for security management, policies, procedures, network architecture, software design and other critical protective measures. Operationally, it means that you are playing your role to make sure your customers' payment card data is being kept safe throughout every transaction, and that the card holder – and you – can have confidence that they're protected against the pain and cost of data breaches.

WHAT IS THE PAYMENT CARD INDUSTRY DATA SECURITY STANDARD (PCI DSS)?

The PCI DSS represents a common set of industry tools and measurements to help ensure the safe handling of sensitive information. Initially created by aligning Visa's Account Information Security and Cardholder Information Security Programs with MasterCard's Site Data Protection program, the standard provides an actionable framework for developing a robust account data security process - including preventing, detecting and reacting to security incidents.

WHY DOES MY FBO NEED TO BE PCI COMPLIANT?

Security is a major concern for card issuers and companies that process cards. ALL organizations that accept, store, or transmit cardholder data are required to adhere to PCI standards – regardless of size or number of transactions processed. Compliance with the PCI DSS means that your systems are secure and customers can trust you with sensitive payment card information. ALL companies that process **bank cards** are required to obtain individual certifications of compliance annually.

WHAT HAPPENS IF MY FBO IS NOT PCI COMPLIANT?

Compromised data negatively affects consumers and merchants and can damage your reputation. Non-compliant organizations face penalties including hefty fines from card issuers. Card issuers may also terminate relationships with or increase transaction fees for non-compliant merchants. If your business is not PCI compliant, Avfuel may be forced by card issuers to cease processing your transactions.

HOW DOES MY FBO COMPLY WITH THE PCI DSS?

Depending upon your FBO's specific operation, compliance may potentially be achieved by following the 12 requirements in the PCI standard using the tools offered through the PCI Council or by working with a company that helps merchants through the compliance requirements. Remember that PCI DSS compliance is an ongoing process, not a one-time event. You'll need to continuously assess your operations, fix identified vulnerabilities, and provide the required reports to your card processor annually.

DOES THE WEB BASED AVFUEL HUB HELP MY FBO BECOME COMPLIANT?

You will be able to avoid one of the larger potential PCI compliance issues by using the Avfuel Hub, Avfuel's proprietary web-based point-of-sale system. The Avfuel Hub includes a secure online card storage feature that meets PCI card storage standards rather than storing paper or electronic copies of card information.

Additionally, depending on your operation, processing on the Avfuel Hub may help you avoid quarterly network scan requirements and qualify for the self assessment questionnaire.

For more information on PCI Compliance and to view the current standard, visit www.pcisecuritystandards.org/merchants.

**Corporate Solutions and Resources (CSR) is the leading provider of data compliance solutions and expert services for businesses domestically and around the globe. CSR enables compliance with Payment Card Industry (PCI) standards and Personally Identifiable Information (PII) requirements, while facilitating best practices to reduce the business risk and financial liability associated with the acquisition, handling, storage, sharing and disposal of data.*

If you require additional information about CSR or how to sign up contact Avfuel Merchant Support 866-720-3797 or theavfuelhub@avfuel.com.

HOW DOES MY FBO BECOME PCI COMPLIANT?

*Follow **one** of the recommendations to obtain PCI compliance:*

SIGN UP DIRECTLY WITH CORPORATE SOLUTIONS AND RESOURCES (CSR)

Avfuel has contracted with a company called CSR* to help merchants more easily comply with PCI standards. CSR uses a computerized series of questions and answers to guide merchants step-by-step through the PCI compliance process. This tool kit, offered at a discounted rate to FBOs who process bank cards with Avfuel, streamlines and simplifies what can be an overwhelming endeavor.

- For $15 per month this program assists with:

- Completion of the self-assessment questionnaire
- Interpretation of information and guidelines
- Assessing your current level of compliance
- Recommending the necessary next steps to obtain/maintain a certificate of compliance

ARRANGE FOR OTHER COMPLIANCE ASSISTANCE

Locate a Qualified Security Assessor (QSA) and engage them to assist in meeting compliance.
A list of QSA companies can be found at:
https://www.pcisecuritystandards.org/approved_companies_providers/qsa_companies.php.

SELF-ASSESS, REMEDIATE, REPORT

Some FBOs may be able to assess/obtain compliance on their own - however, this is highly dependent on your specific operation:

ASSESS:
Use the Self-Assessment Questionnaire available at *https://www.pcisecuritystandards.org/merchants* to determine which category of merchant you fall under and identify where you may or may not be compliant.

REMEDIATE:
Take the necessary steps to fix identified vulnerabilities.

REPORT:
Compile, attest to your compliance and submit the required validation records and reports to Avfuel.

WHAT IS THE NEXT STEP?

- Sign up for CSR, choose your own QSA, or begin Self-Assessment.
- If you have already obtained a certificate of compliance, submit the certificate to Avfuel Merchant Account Services at theavfuelhub@avfuel.com or fax to 913-217-9313.
- PCI compliance must be addressed within 120 days of transitioning to Avfuel's new processing systems.
- If you have general questions regarding this important topic, please call us at 800-521-4106 for assistance.

Extremely Urgent

Call 1-800-PICK-UPS® (1-800-742-5877) or visit UPS.com®.

This Express Pak is for use with the

Do not use

MATT MATTHEWS
325-673-8838
AVFUEL CORPORATION
1941 NAVAJO CIRCLE
ABILENE TX 79602

3 LBS PAK 1 OF 1

06-23-14A09:34 RCVD

SHIP TO:
DEBORAH L. CLARK PURCHASING AGENT
409-835-8593
JEFFERSON COUNTY
PURCHASING DEPARTMENT
1ST FLOOR
1149 PEARL STREET
BEAUMONT TX 77701-3638

TX 777 0-01

UPS NEXT DAY AIR

TRACKING #: 1Z 793 991 01 9325 5572

1

171604 REV. 2/10 UPS

15% Post-Consumer Content

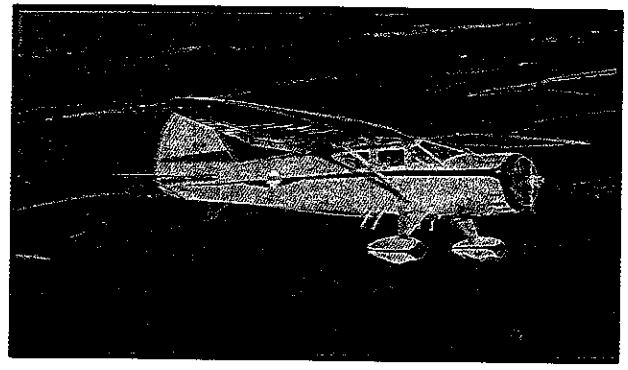
International Shipping Notice — Carriage hereunder may be subject to the rules relating to liability and other terms and/or conditions established by the Convention for the Unification of Certain Rules Relating to International Carriage by Air (the "Warsaw Convention") and/or the Convention on the Contract for the International Carriage of Goods by Road (the "CMR Convention"). These commodities, technology or software were exported from the U.S. in accordance with the Export Administration Regulations. Diversion contrary to U.S. law prohibited.

AVIATION FUEL BID 14-015/JW

ORIGINAL COPY

Eastern Aviation Fuels, Inc.

JEFFERSON COUNTY PURCHASING DEPARTMENT
1149 PEARL STREET
1ST FLOOR
BEAUMONT, TEXAS 77701



CONFIDENTIAL INFORMATION

Shell Aviation

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, II, III, ____.

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

EASTERN AVIATION FUELS
Company Name

601 N. McCARTHY BLVD
Address

NEW BERN NC 28562
City State Zip

Signature of Person Authorized to Sign

ROBERT L. STALLINGS, III
Printed Name

PRESIDENT
Title

For clarification of this offer, contact:

BYRON GRAY
Name

972 358 6809
Phone Fax

BYRON@EASTERNAVIATIONFUELS.COM
E-mail

Bidder Shall Return Completed Form with Offer.

Acceptance of Offer

The Offer is hereby accepted for the following items: Term Contract for Aviation Fuel for Jack Brooks Regional Airport. Contract Term: Three (3) Years from August 1, 2014 through July 31, 2015.

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. 14-015/JW, 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

Date

ATTEST:

Carolyn L. Guidry
County Clerk

Date

Bidder Shall Return Completed Form with Offer.

Revised Bid Form - Addendum 3

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.

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

Item 1.

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.

Estimated Quantity	Description		Unit Price per Gallon	Estimated Total Price per Year
~~48,000~~ **53,000** gallons	AV Gas Low Lead 100 DELIVERED PRICE		$3.97548	$_____
	Platts Reference Price for ~~07-12-2011~~ **05-13-2014**	$2.99868		
	Bidder's Markup	$.6650		
	Taxes/Fees per Gallon	$0.19790		
	Unit Price per Gallon (price, bidder's markup, and taxes/fees per gallon) DELIVERED PRICE		$3.97548	$_____
	Texas Delivery Fee (per delivery) HEINS TRANSPORTATION		$.1139	$_____

Item 2.

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.

Estimated Quantity	Description		Unit Price per Gallon	Estimated Total Price per Year
~~440,000~~ **750,000** gallons	Jet A DELIVERED PRICE		$3.25856	$_____
	Platts Reference Price for ~~07-12-2011~~ **05-13-2014**	$2.89556		
	Bidder's Markup	$.0850		
	Taxes/Fees per Gallon	$0.24590		
	Unit Price per Gallon (price, bidder's markup, and taxes/fees per gallon) DELIVERED PRICE		$3.25856	$_____
	Texas Delivery Fee (per delivery) ANDREWS TRANSPORTATION		$.0821	$_____

Name of Company: EASTERN AVIATION FUELS

Revised Bid Form – Addendum 3 (Continued)

Credit Cards honored and service fees:

SHELL AVIATION	0 %	MULTISERVICE	3.0 %
SHELL MC + CONTRACT	0 %	US GOVT AIRCARD	3.25 %
VISA / MC	2.0 %	DISCOVER	3.0 %
AMEX	2.5 %	AVCARD	3.0 %

Weighted Average of Fees (50% major oil)	$
Increment due to the Average of Credit Card Fee	$
AV Gas Low Lead 100 Effective Bid Price per Gallon	$
Total Effective Bid per Gallon	$
Jet A Effective Bid per Gallon	$
Total Effective Bid per Gallon	$
Effective Bid Value, Grand Total	$
Bid Surety	$ N/A
Additional Marketing Support (co-op advertising)	$ .005 PER GALLON

Refueler Truck

3,000 Gallon Jet A Refueler Truck – Annual Cost:	$17,940.00
Make/Model	2012 INTERNATIONAL

Name of Company: EASTERN AVIATION FUELS

Acknowledgment of Addenda (if any):

Addendum 1 _____ Date Received 6/4/14

Addendum 2 _____ Date Received 6/5/14

Addendum 3 _____ Date Received 6/13/14

Bidder Shall Return Completed Form with Offer.

Vendor References

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.

THIS FORM MUST BE RETURNED WITH YOUR BID.

REFERENCE ONE

Government/Company Name: SUGAR LAND (GLOBAL SELECT)

Address: 12888 B-HIGHWAY 6 SOUTH SUGAR LAND TX 77498

Contact Person and Title: MR PHIL SAUKO DIRECTOR OF AVIATION

Phone: 281.275.2100 Fax: _____

Contract Period: 2/2009 - 2/2016 Scope of Work: BRANDED SHELL AVIATION FUEL & TRUCKS

REFERENCE TWO

Government/Company Name: VICTORIA REGIONAL AIRPORT

Address: 437 HANGAR DRIVE SOUTH

Contact Person and Title: MELISSA FRAZIER

Phone: 361.578.1221 Fax: _____

Contract Period: 6/2012 - 5/2016 Scope of Work: BRANDED SHELL AVIATION FUEL & TRUCKS

REFERENCE THREE

Government/Company Name: CITY OF EDINBURG SOUTH TEXAS INTL AIRPORT

Address: 1300 E. FM 490 EDINBURG TX 78542

Contact Person and Title: DEBORA MELVIN

Phone: 956.292.2047 Fax: _____

Contract Period: 5/2013 - 4/2016 Scope of Work: BRANDED SHELL AVIATION FUEL & TRUCKS

Bidder Shall Return Completed Form with Offer.

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.

EASTERN AVIATION FUELS
Bidder (Entity Name)

Signature

601 N McCARTHY BLVD
Street & Mailing Address

ROBERT L. STALLINGS, IV
Print Name

NEW BERN NC 28562
City, State & Zip

6/16/14
Date Signed

800.334.5732
Telephone Number

252.633.3125
Fax Number

BYRON@EASTERNAVIATIONFUELS.COM
E-mail Address

Bidder Shall Return Completed Form with Offer.

Conflict of Interest Questionnaire

For vendor or other person doing business with local government entity

This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.

OFFICE USE ONLY

By law this questionnaire must be filed with the records administrator of the local government not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006 Local Government Code.

A person commits an offense if the person violates Section 176.0006, Local Government Code. An offense under this section is a Class C misdemeanor.

1. Name of person doing business with local governmental entity.

   NONE

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

   (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than September 1 of the year for which an activity described in Section 176.006(a), Local Government Code, is pending and not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3. Describe each affiliation or business relationship with an employee or contractor of the local government entity who makes recommendations to a local government officer of the local governmental entity with respect to expenditure of money.

   NONE

4. Describe each affiliation or business relationship with a person who is a local government officer and who appoints or employs a local government officer of the local governmental entity that is the subject of this questionnaire.

   NONE

Bidder Shall Return Completed Form with Offer.

Revised Bid Form – Addendum 3 (Continued)

Credit Cards honored and service fees:

SHELL AVIATION	Ø %	MULTISERVICE	3.0 %
SHELL MC/CONTRACT	Ø %	US GOVT AIRCARD	3.25 %
VISA/MC	2.0%	DISCOVER	3.0 %
AMERICAN EXPRESS	2.5%	AVCARD	3.0 %

Weighted Average of Fees (50% major oil)	$
Increment due to the Average of Credit Card Fee	$
AV Gas Low Lead 100 Effective Bid Price per Gallon	$
Total Effective Bid per Gallon	$
Jet A Effective Bid per Gallon	$
Total Effective Bid per Gallon	$
Effective Bid Value, Grand Total	$
Bid Surety	$ N/A
Additional Marketing Support (co-op advertising)	$ .005 PER GALLON

Refueler Truck

3,000 Gallon Jet A Refueler Truck – Annual Cost:	$17,940.00
Make/Model	2013 INTERNATIONAL

Name of Company: EASTERN AVIATION FUELS

Acknowledgment of Addenda (if any):

Addendum 1 BG Date Received 6/4/14

Addendum 2 BG Date Received 6/5/14

Addendum 3 BG Date Received 6/13/14

Bidder Shall Return Completed Form with Offer.

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ
Page 2

For vendor or other person doing business with local government entity

5. Name of local government officer with whom filer has affiliation or business relationship. (Complete this section only if the answer to A, B, or C is YES.)

NONE

This section, item 5 including subparts A, B, C & D, must be completed for each officer with whom the filer has affiliation or business relationship. 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 from the filer of the questionnaire?

☐ Yes ☐ No

B. Is the filer of the questionnaire receive or likely to receive taxable income from or at the direction of the local government officer named in this section AND the taxable income is not from the local government entity?

☐ Yes ☐ No

C. Is the filer of the questionnaire affiliated with a corporation or other business entity that the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☐ No

D. Describe each affiliation or business relationship:

6. Describe any other affiliation or business relationship that might cause a conflict of interest.

NONE

7.

N/A

Signature of person doing business with the governmental entity

Date

Bidder Shall Return Completed Form with Offer.

Good Faith Effort (GFE) Determination Checklist

This information must be submitted with your bid.

Bidder intends to utilize subcontractors/subconsultants in the fulfillment of this contract (if awarded).
☒ Yes ☐ No IF TRANSPORTATION COMPANY MEETS STANDARDS TO HANDLE AVIATION FUEL, THEY WILL BE CONSIDERED FOR BIDDING.

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

Did the Prime Contractor/Consultant . . .

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

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

ROBERT L. STALLINGS III
Printed Name of Authorized Representative

Signature

PRESIDENT
Title

6/16/14
Date

Bidder Shall Return Completed Form with Offer.

Notice of Intent (NOI) to Subcontract with Historically Underutilized Business (HUB)

This information must be submitted with your bid.

Bidder intends to utilize subcontractors/subconsultants in the fulfillment of this contract (if awarded).
☒ Yes ☐ No IF TRANSPORTATION COMPANY MEETS STANDARDS TO HANDLE AVIATION FUEL, THEY WILL BE CONSIDERED FOR BIDDING.

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: p Yes p No

Address: _____
Street City State Zip

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

Project Title & No.: _____

Prime Contract Amount: $ _____

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

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

Address: _____
Street City State Zip

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

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

Description of Subcontract Work to be Performed: _____

_____ _____ _____
Printed Name of Contractor Representative Signature of Representative Date

_____ _____ _____
Printed Name of HUB Signature of Representative Date

NOTE: NOTHING ON THIS NOTICE OF INTENT FORM IS INTENDED TO CONFER ANY RIGHTS, EXPRESSED OR IMPLIED, TO ANY THIRD PARTIES.

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

Bidder Shall Return Completed Form with Offer.

Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

This information must be submitted with your bid.

Bidder intends to utilize subcontractors/subconsultants in the fulfillment of this contract (if awarded).
☒ Yes ☐ No IF TRANSPORTATION COMPANY MEETS STANDARDS TO HANDLE AVIATION FUEL, THEY WILL BE CONSIDERED FOR BIDDING.

Prime Contractor: _____ HUB: ☐ Yes ☐ No

HUB Status (Gender & Ethnicity): _____

Address: _____
Street City State Zip

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

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

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

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

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

FOR HUB OFFICE USE ONLY:

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

PART I. HUB SUCONTRACTOR DISCLOSURE

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

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

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

Bidder Shall Return Completed Form with Offer.

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.

Bidder Shall Return Completed Form with Offer.

Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

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

Please complete Good Faith Effort (GFE) Checklist and attach any supporting documentation.

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

- ☐ All subcontractors to be utilized are "Non-HUBs." *(Complete Part III)*
- ☐ HUBs were solicited but did not respond.
- ☐ HUBs solicited were not competitive.
- ☐ HUBs were unavailable for the following trade(s):
- ☒ Other: WILL CONTACT HUB OFFICE FOR LIST IF AWARDED

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: _____

Bidder Shall Return Completed Form with Offer.

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): BYRON GRAY

Title: AREA DIRECTOR

Signature: Byron Gray

Date: 6/16/14

E-mail address: BYRON@EASTERNAVIATIONFUELS.COM

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

Name (print or type): BYRON GRAY

Title: AREA DIRECTOR

Date: 6/16/14

E-mail address: BYRON@EASTERNAVIATIONFUELS.COM

Bidder Shall Return Completed Form with Offer.

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) "Nonresident 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 EASTERN AVIATION FUELS [company name] is a Nonresident Bidder as defined in Government Code §2252.001 and our principal place of business is NEW BERN, NC (city and state).

Taxpayer Identification Number (T.I.N.):	56-1101119
Company Name submitting bid/proposal:	EASTERN AVIATION FUELS
Mailing address:	601 N. MCCARTHY BLVD NEW BERN NC 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	

* 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.

Bidder Shall Return Completed Form with Offer.

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 North Carolina COUNTY OF Craven

BEFORE ME, the undersigned authority, a Notary Public in and for the State of N. Carolina on this day personally appeared Robert L. Stallings, IV (name), who after being by me duly sworn, did depose and say:

"I, Robert L. Stallings, IV (name) am a duly authorized officer of/agent for Eastern Aviation Fuels (name of firm) and have been duly authorized to execute the foregoing on behalf of the said Eastern 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: Eastern Aviation Fuels
601 McCarthy Blvd, New Bern, NC 28562

Fax: 252-633-3125 Telephone# 252-633-0066

by: Robert L. Stallings IV (print name) Title: President

Signature:

SUBSCRIBED AND SWORN to before me by the above-named Robert L. Stallings IV on this the 17 day of June, 2014.

PEARL P. BELL NOTARY PUBLIC CRAVEN COUNTY, NC

Pearl P. Bell
Notary Public in and for the State of NC

12-21-17

Bidder Shall Return Completed Form with Offer.

JEFFERSON COUNTY, TEXAS
PURCHASING DEPARTMENT

1149 Pearl Street – First Floor
Beaumont, Texas 77701
409-835-8593

ADDENDUM TO IFB

IFB Number: 14-015/JW

IFB Title: Term Contract for Aviation Fuel for Jack Brooks Regional Airport

IFB Due: **11:00 am CST, Tuesday, June 24, 2014**

Addendum No.: 1

Issued (Date): June 4, 2014

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 proposals to have been proffered in recognition and consideration of the entire IFB 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 proposal.** If the Proposal 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 Opening Date and Time, as stated above.

Reason for Issuance of this addendum: Revision to Section 4.2 Contract Agreement (Page 9) / Clarification of Contract Term

4.2 Contract Agreement. Once a contract is awarded, the unit prices offered by the successful bidder shall remain firm for the term of the contract. Contract shall ~~commence on date of award and,~~ be for a period of three (3) years from August 1, 2014 through July 31, 2015. ~~upon agreement between vendor(s) and Jefferson County, may be renewed annually for up to four (4) additional years.~~

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 Bidder:

ATTEST:

Witness

Witness

Approved by ___ Date: 6/16/14

Authorized Signature (Bidder)

PRESIDENT
Title of Person Signing Above

EASTERN AVIATION FUELS
Typed Name of Business or Individual

601 N McCARTHY BLVD NEW BERN NC 28562
Address

JEFFERSON COUNTY, TEXAS
PURCHASING DEPARTMENT

1149 Pearl Street – First Floor
Beaumont, Texas 77701
409-835-8593

ADDENDUM TO IFB

IFB Number: 14-015/JW

IFB Title: Term Contract for Aviation Fuel for Jack Brooks Regional Airport

IFB Due: **11:00 am CST, Tuesday, June 24, 2014**

Addendum No.: 3

Issued (Date): June 11, 2014

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 proposals to have been proffered in recognition and consideration of the entire IFB 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 proposal.** If the Proposal 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 Opening Date and Time, as stated above.

Reason for Issuance of this addendum: Revised Bid Form (Attached)

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 Bidder:

ATTEST:

Witness

Witness

Approved by ___ Date: 6/16/14

Authorized Signature (Bidder)

PRESIDENT
Title of Person Signing Above

EASTERN AVIATION FUELS
Typed Name of Business or Individual

601 N McCARTHY BLVD NEW BERN NC 28562
Address

TERMS & DELIVERY (CONT.)

CONTINGENCY PLAN FOR STORMS AND SPECIAL EVENTS:

- ❑ Coordinate with Airport Management team to determine fuel volume (full tanks) required to meet demand.
- ❑ Fuel delivery should be schedule as soon as possible 5 days prior to any major storm event (Hurricane).
- ❑ Dispatch will coordinate with transportation carrier to pull product from all available terminals (7 terminals) within a 500 mile radius.
- ❑ Success of all contingency plans is to enact as soon as possible.
- ❑ Schedule follow up loads to be delivered after any storm events & special events to bring volumes to appropriate levels.

Shell Aviation

TERMS & DELIVERY (CONT.)

EMERGENCY FUEL DELIVERIES:

- ❑ Eastern Aviation Fuels has contracts with several fuel carriers across the country.
- ❑ Should there be an event and or emergency which requires a fuel delivery outside the norm, our dispatch is available 24/7 as well as your sales representative.
- ❑ Our dispatch team will contact the normal carrier in your area to source a time for delivery.
- ❑ Since we have several terminals to pull product, we can reach beyond the normal terminals and carriers to schedule the most immediate delivery.
- ❑ Eastern Aviation Fuels handles this type of demand regularly due to our vast span of customers across the country.
- ❑ Our goal is to assist your operation and meet the demands of the customer.

Material Safety Data Sheet

Aviation Gasoline 100LL
MSDS# 402059MU
Version 2.
Effective Date 07/25/2007
According to OSHA Hazard Communication Standard, 29 CFR 1910.1200

1. MATERIAL AND COMPANY IDENTIFICATION

Material Name : **Aviation Gasoline 100LL**
Uses : Low lead content aviation gasoline fuel for piston engined aircraft
Company : Motiva Enterprises LLC
P.O. Box 4540
Houston, TX 77210-4540
United States

MSDS Request : 877-276-7285

Emergency Telephone Number
Spill Information : 877-242-7400
Health Information : 877-504-9351

2. COMPOSITION/INFORMATION ON INGREDIENTS

Chemical Name	CAS No.	Concentration
Gasoline		100.00 %
Tetraethyl lead	78-00-2	0.10 - 0.53 PPM

Contains Alkanes, Cycloalkanes, Alkenes and Aromatic Hydrocarbons, Mixture.
Contains Benzene, CAS # 71-43-2.
Contains Toluene, CAS # 108-88-3.
Contains Ethylbenzene, CAS # 100-41-4.
Contains n-Hexane, CAS # 110-54-3.
Contains Xylene (Mixed Isomers), CAS # 1330-20-7.
Contains Naphthalene, CAS # 91-20-3.
Contains Cyclo-hexane, CAS# 110-82-7

3. HAZARDS IDENTIFICATION

Emergency Overview

Appearance and Odour : Blue. liquid Light gasoline.

Health Hazards : Harmful: may cause lung damage if swallowed. Irritating to skin. Vapours may cause drowsiness and dizziness. A component or components of this material may cause cancer. This product contains benzene which may cause leukaemia (AML – acute myelogenous leukaemia).

Safety Hazards : Extremely flammable. The vapour is heavier than air, spreads along the ground and distant ignition is possible. Electrostatic charges may be generated during handling. Electrostatic discharge may cause fire.

Environmental Hazards : Toxic to aquatic organisms, may cause long-term adverse effects in the aquatic environment.

Health Hazards
Inhalation : Harmful by inhalation.Vapours may cause drowsiness and

dizziness.Slightly irritating to respiratory system.

Skin Contact : Harmful in contact with skin. Irritating to skin.

Eye Contact : Moderately irritating to eyes.

Ingestion : Harmful if swallowed.Harmful: may cause lung damage if swallowed.

Other Information : Possibility of organ or organ system damage from prolonged exposure; see Chapter 11 for details. Target organ(s):
Blood-forming organs.
Peripheral nervous system.
May cause heritable genetic damage. Possible risk of harm to the unborn child. Danger of cumulative effects. A component or components of this material may cause cancer. This product contains benzene which may cause leukaemia (AML – acute myelogenous leukaemia).

Signs and Symptoms : Skin irritation signs and symptoms may include a burning sensation, redness, swelling, and/or blisters. Eye irritation signs and symptoms may include a burning sensation and a temporary redness of the eye. If material enters lungs, signs and symptoms may include coughing, choking, wheezing, difficulty in breathing, chest congestion, shortness of breath, and/or fever. The onset of respiratory symptoms may be delayed for several hours after exposure. Breathing of high vapour concentrations may cause central nervous system (CNS) depression resulting in dizziness, light-headedness, headache, nausea and loss of coordination. Continued inhalation may result in unconsciousness and death. Damage to blood-forming organs may be evidenced by: a) fatigue and anaemia (RBC), b) decreased resistance to infection, and/or excessive bruising and bleeding (platelet effect). Peripheral nerve damage may be evidenced by impairment of motor function (incoordination, unsteady walk, or muscle weakness in the extremities, and/or loss of sensation in the arms and legs). Auditory system effects may include temporary hearing loss and/or ringing in the ears.

Environmental Hazards : Toxic to aquatic organisms, may cause long-term adverse effects in the aquatic environment.

Additional Information : This product contains tetraethyl lead which may accumulate in the human body. There are indications from human epidemiological studies that excessive prenatal exposure to tetraethyl lead may cause developmental and neurobehavioural effects in children. This product is intended for use in closed systems only.

4. FIRST AID MEASURES

Inhalation : Remove to fresh air. If rapid recovery does not occur, transport to nearest medical facility for additional treatment.

Skin Contact : Remove contaminated clothing. Immediately flush skin with large amounts of water for at least 15 minutes, and follow by washing with soap and water if available. If redness, swelling, pain and/or blisters occur, transport to the nearest medical facility for additional treatment.

Eye Contact	:	Flush eyes with water while holding eyelids open. Rest eyes for 30 minutes. If redness, burning, blurred vision, or swelling persist, transport to the nearest medical facility for additional treatment.
Ingestion	:	If swallowed, do not induce vomiting: transport to nearest medical facility for additional treatment. If vomiting occurs spontaneously, keep head below hips to prevent aspiration. If any of the following delayed signs and symptoms appear within the next 6 hours, transport to the nearest medical facility: fever greater than 101° F (37° C), shortness of breath, chest congestion or continued coughing or wheezing.
Advice to Physician	:	The concentration of lead alkyl compounds present is not significant in the context of treating acute poisoning unless the person had excessive and prolonged exposure to the material. Treat symptomatically. In cases of ingestion, consider gastric lavage. Gastric lavage must only be undertaken after cuffed endotracheal intubation in view of the risk of aspiration. Administration of carbon for medicinal use (carbo medicinalis) may reduce absorption from the digestive tract.

5. FIRE FIGHTING MEASURES

Clear fire area of all non-emergency personnel.

Flash point	:	-40 °C / -40 °F
Specific Hazards	:	Hazardous combustion products may include: A complex mixture of airborne solid and liquid particulates and gases (smoke). Carbon monoxide. Unidentified organic and inorganic compounds. The vapour is heavier than air, spreads along the ground and distant ignition is possible. Will float and can be reignited on surface water.
Extinguishing Media	:	Foam, water spray or fog. Dry chemical powder, carbon dioxide, sand or earth may be used for small fires only.
Unsuitable Extinguishing Media	:	Do not use water in a jet.
Protective Equipment for Firefighters	:	Proper protective equipment including breathing apparatus must be worn when approaching a fire in a confined space.
Additional Advice	:	Keep adjacent containers cool by spraying with water. If possible remove containers from the danger zone. If the fire cannot be extinguished the only course of action is to evacuate immediately. Contain residual material at affected sites to prevent material from entering drains (sewers), ditches, and waterways.

6. ACCIDENTAL RELEASE MEASURES

Avoid contact with skin, eyes and clothing. Evacuate the area of all non-essential personnel. Ventilate contaminated area thoroughly. If contamination of sites occurs remediation may require specialist advice. Take precautionary measures against static discharges. Avoid contact with spilled or released material. Immediately remove all contaminated clothing. For guidance on selection of personal protective equipment see Chapter 8 of this Material Safety Data Sheet. For guidance on disposal of spilled material see Chapter 13 of this Material Safety Data Sheet.

Ensure electrical continuity by bonding and grounding (earthing) all equipment. Observe all relevant local and international regulations.

Protective measures : Vapour can travel for considerable distances both above and below the ground surface. Underground services (drains, pipelines, cable ducts) can provide preferential flow paths. Do not breathe fumes, vapour. Take measures to minimise the effects on groundwater. Contain residual material at affected sites to prevent material from entering drains (sewers), ditches, and waterways. Shut off leaks, if possible without personal risks. Remove all possible sources of ignition in the surrounding area. Use appropriate containment (of product and fire fighting water) to avoid environmental contamination. Prevent from spreading or entering drains, ditches or rivers by using sand, earth, or other appropriate barriers. Attempt to disperse the vapour or to direct its flow to a safe location for example by using fog sprays. Take precautionary measures against static discharge. Ensure electrical continuity by bonding and grounding (earthing) all equipment.

Clean Up Methods : For large liquid spills (> 1 drum), transfer by mechanical means such as vacuum truck to a salvage tank for recovery or safe disposal. Do not flush away residues with water. Retain as contaminated waste. Allow residues to evaporate or soak up with an appropriate absorbent material and dispose of safely. Remove contaminated soil and dispose of safely.
For small liquid spills (< 1 drum), transfer by mechanical means to a labelled, sealable container for product recovery or safe disposal. Allow residues to evaporate or soak up with an appropriate absorbent material and dispose of safely. Remove contaminated soil and dispose of safely.

Additional Advice : Notify authorities if any exposure to the general public or the environment occurs or is likely to occur. Local authorities should be advised if significant spillages cannot be contained. Maritime spillages should be dealt with using a Shipboard Oil Pollution Emergency Plan (SOPEP), as required by MARPOL Annex 1 Regulation 26. U.S. regulations may require reporting releases of this material to the environment which exceed the reportable quantity (refer to Chapter 15) to the National Response Centre at (800) 424-8802. Under Section 311 of the Clean Water Act (CWA) this material is considered an oil. As such, spills into surface waters must be reported to the National Response Centre at (800) 424-8802. This material is covered by EPA's Comprehensive Environmental Response, Compensation and Liability Act (CERCLA) Petroleum Exclusion. Therefore, releases to the environment may not be reportable under CERCLA.

7. HANDLING AND STORAGE

General Precautions : Avoid breathing vapours or contact with material. Only use in well ventilated areas. Wash thoroughly after handling. For guidance on selection of personal protective equipment see

Chapter 8 of this Material Safety Data Sheet. Use the information in this data sheet as input to a risk assessment of local circumstances to help determine appropriate controls for safe handling, storage and disposal of this material. Air-dry contaminated clothing in a well-ventilated area before laundering. Properly dispose of any contaminated rags or cleaning materials in order to prevent fires. Prevent spillages. Turn off all battery operated portable electronic devices (examples include: cellular phones, pagers and CD players) before operating gasoline pump. Contaminated leather articles including shoes cannot be decontaminated and should be destroyed to prevent reuse. For comprehensive advice on handling, product transfer, storage and tank cleaning refer to the product supplier. Do not use as a cleaning solvent or other non-motor fuel uses.

Handling : When using do not eat or drink. Extinguish any naked flames. Do not smoke. Remove ignition sources. Avoid sparks. Never siphon by mouth. The vapour is heavier than air, spreads along the ground and distant ignition is possible. Avoid exposure. Obtain special instructions before use. Not expected to be a health hazard when used under normal conditions.

Storage : Drum and small container storage: Keep containers closed when not in use. Drums should be stacked to a maximum of 3 high. Use properly labelled and closeable containers. Packaged product must be kept tightly closed and stored in a diked (bunded) well-ventilated area, away from, ignition sources and other sources of heat. Take suitable precautions when opening sealed containers, as pressure can build up during storage. Tank storage: Tanks must be specifically designed for use with this product. Bulk storage tanks should be diked (bunded). Locate tanks away from heat and other sources of ignition. Cleaning, inspection and maintenance of storage tanks is a specialist operation which requires the implementation of strict procedures and precautions.

Product Transfer : Electrostatic charges may be generated during pumping. Electrostatic discharge may cause fire. Ensure electrical continuity by bonding and grounding (earthing) all equipment. Restrict line velocity during pumping in order to avoid generation of electrostatic discharge (<= 1 m/sec until fill pipe submerged to twice its diameter, then <= 7 m/sec). Avoid splash filling. Do NOT use compressed air for filling, discharging, or handling operations. Wait 2 minutes after tank filling (for tanks such as those on road tanker vehicles) before opening hatches or manholes. Wait 30 minutes after tank filling (for large storage tanks) before opening hatches or manholes. During aircraft re-fuelling and all other operations extreme care must be taken to avoid any source of ignition from igniting vapour. When filling tanks there is always a danger of static discharge leading to explosion. This is particularly hazardous when switch loading tanks. Product transfer may give rise to light hydrocarbon vapour in the headspace of tanks. This vapour may explode if there is a source of ignition such as static discharge. Partly filled containers present a greater

hazard than those that are full, therefore handling, transfer and sampling activities need special care.

Recommended Materials : For containers, or container linings use mild steel, stainless steel. Aluminium may also be used for applications where it does not present an unnecessary fire hazard. Examples of suitable materials are: high density polyethylene (HDPE), polypropylene (PP), and Viton (FKM), which have been specifically tested for compatibility with this product. For container linings, use amine-adduct cured epoxy paint. For seals and gaskets use: graphite, PTFE, Viton A, Viton B.

Unsuitable Materials : Some synthetic materials may be unsuitable for containers or container linings depending on the material specification and intended use. Examples of materials to avoid are: natural rubber (NR), nitrile rubber (NBR), ethylene propylene rubber (EPDM), polymethyl methacrylate (PMMA), polystyrene, polyvinyl chloride (PVC), polyisobutylene. However, some may be suitable for glove materials.

Container Advice : Containers, even those that have been emptied, can contain explosive vapours. Do not cut, drill, grind, weld or perform similar operations on or near containers. Gasoline containers must not be used for storage of other products.

Additional Information : Ensure that all local regulations regarding handling and storage facilities are followed. In the interests of air safety, aviation fuels are subject to strict quality requirements and product integrity is of paramount importance. For one source of information on international standards for the quality assurance of aviation fuels, see www.jointinspectiongroup.org.

8. EXPOSURE CONTROLS/PERSONAL PROTECTION

Occupational Exposure Limits

Material	Source	Type	ppm	mg/m3	Notation
Gasoline, low boiling point naphtha	ACGIH	TWA	300 ppm		
Gasoline, low boiling point naphtha	ACGIH	STEL	500 ppm		
1,2,4-trimethylbenzene	ACGIH	TWA	25 ppm		
1,2,4-trimethylbenzene	OSHA Z1A	TWA	25 ppm	125 mg/m3	
Xylene	ACGIH	TWA	100 ppm		
Xylene	ACGIH	STEL	150 ppm		
Xylene	OSHA Z1	PEL	100 ppm	435 mg/m3	
Xylene	OSHA Z1A	TWA	100 ppm	435 mg/m3	
Xylene	OSHA Z1A	STEL	150 ppm	655 mg/m3	

Toluene	ACGIH	TWA	20 ppm		
Toluene	ACGIH	SKIN_DES			Can be absorbed through the skin.
Toluene	OSHA Z1A	TWA	100 ppm	375 mg/m3	
Toluene	OSHA Z1A	STEL	150 ppm	560 mg/m3	
Toluene	SHELL IS	TWA	50 ppm		
Ethylbenzene	ACGIH	TWA	100 ppm		
Ethylbenzene	ACGIH	STEL	125 ppm		
Ethylbenzene	OSHA Z1	PEL	100 ppm	435 mg/m3	
Ethylbenzene	OSHA Z1A	TWA	100 ppm	435 mg/m3	
Ethylbenzene	OSHA Z1A	STEL	125 ppm	545 mg/m3	
Benzene	ACGIH	TWA	0.5 ppm		
Benzene	ACGIH	STEL	2.5 ppm		
Benzene	ACGIH	SKIN_DES			Can be absorbed through the skin.
Benzene	OSHA	REF			
Benzene	OSHA	TWA	1 ppm		
Benzene	OSHA	STEL	5 ppm		
Benzene	OSHA	OSHA_ACT	0.5 ppm		
Benzene	OSHA Z1A	TWA	1 ppm		
Benzene	OSHA Z1A	STEL	5 ppm		
n-hexane	ACGIH	TWA	50 ppm		
n-hexane	ACGIH	SKIN_DES			Can be absorbed through the skin.
n-hexane	OSHA Z1	PEL	500 ppm	1,800 mg/m3	
n-hexane	OSHA Z1A	TWA	50 ppm	180 mg/m3	
Cyclohexane	ACGIH	TWA	100 ppm		
Cyclohexane	OSHA Z1	PEL	300 ppm	1,050 mg/m3	
Cyclohexane	OSHA Z1A	TWA	300 ppm	1,050 mg/m3	
Tetraethyl lead	ACGIH	TWA		0.1 mg/m3	as Pb
Tetraethyl lead	ACGIH	SKIN_DES			Can be absorbed through the skin.as Pb
Tetraethyl lead	OSHA Z1	PEL		0.075 mg/m3	as Pb
Tetraethyl lead	OSHA Z1	SKIN_DES			Can be absorbed through the skin.as Pb
Tetraethyl lead	OSHA Z1A	TWA		0.075 mg/m3	as Pb
Tetraethyl lead	OSHA Z1A	SKIN_FINAL			Can be absorbed through the skin.as Pb
Tetraethyl lead	OSHA	REF			

Tetraethyl lead	OSHA	TWA		0.05 mg/m3	
Tetraethyl lead	OSHA	OSHA_ACT		0.03 mg/m3	
Naphthalene	ACGIH	TWA	10 ppm		
Naphthalene	ACGIH	STEL	15 ppm		
Naphthalene	ACGIH	SKIN_DES			Can be absorbed through the skin.
Naphthalene	OSHA Z1	PEL	10 ppm	50 mg/m3	
Naphthalene	OSHA Z1A	TWA	10 ppm	50 mg/m3	
Naphthalene	OSHA Z1A	STEL	15 ppm	75 mg/m3	

Additional Information : Skin notation means that significant exposure can also occur by absorption of liquid through the skin and of vapour through the eyes or mucous membranes. Shell has adopted as Interim Standards the OSHA Z1A values that were established in 1989 and later rescinded.

Exposure Controls : The level of protection and types of controls necessary will vary depending upon potential exposure conditions. Select controls based on a risk assessment of local circumstances. Appropriate measures include: Use sealed systems as far as possible. Adequate explosion-proof ventilation to control airborne concentrations below the exposure guidelines/limits. Local exhaust ventilation is recommended. Eye washes and showers for emergency use.

Personal Protective Equipment : Personal protective equipment (PPE) should meet recommended national standards. Check with PPE suppliers.

Respiratory Protection : If engineering controls do not maintain airborne concentrations to a level which is adequate to protect worker health, select respiratory protection equipment suitable for the specific conditions of use and meeting relevant legislation. Check with respiratory protective equipment suppliers. Where air-filtering respirators are suitable, select an appropriate combination of mask and filter. Where air-filtering respirators are unsuitable (e.g., airborne concentrations are high, risk of oxygen deficiency, confined space) use appropriate positive pressure breathing apparatus. All respiratory protection equipment and use must be in accordance with local regulations. Respirator selection, use and maintenance should be in accordance with the requirements of the OSHA Respiratory Protection Standard, 29 CFR 1910.134.

Hand Protection : Personal hygiene is a key element of effective hand care. Gloves must only be worn on clean hands. After using gloves, hands should be washed and dried thoroughly. Application of a non-perfumed moisturizer is recommended. Suitability and

		durability of a glove is dependent on usage, e.g. frequency and duration of contact, chemical resistance of glove material, glove thickness, dexterity. Always seek advice from glove suppliers. Contaminated gloves should be replaced.
Eye Protection	:	Chemical splash goggles (chemical monogoggles).
Protective Clothing	:	Chemical resistant gloves/gauntlets, boots, and apron (where risk of splashing).

9. PHYSICAL AND CHEMICAL PROPERTIES

Appearance	:	Blue. liquid
Odour	:	Light gasoline.
Freezing Point	:	-58 °C / -72 °F
Flash point	:	-40 °C / -40 °F
Specific gravity	:	0.69 - 0.72 at 15.5 °C / 59.9 °F
Vapour density (air=1)	:	< 3.5

10. STABILITY AND REACTIVITY

Stability	:	Stable under normal conditions of use.
Conditions to Avoid	:	Avoid heat, sparks, open flames and other ignition sources.
Materials to Avoid	:	Strong oxidising agents.
Hazardous Decomposition Products	:	Hazardous decomposition products are not expected to form during normal storage. Thermal decomposition is highly dependent on conditions. A complex mixture of airborne solids, liquids and gases, including carbon monoxide, carbon dioxide and other organic compounds will be evolved when this material undergoes combustion or thermal or oxidative degradation.

11. TOXICOLOGICAL INFORMATION

Basis for Assessment	:	Information given is based on product testing, and/or similar products, and/or components.
Acute Oral Toxicity	:	Low toxicity: LD50 >2000 mg/kg , Rat Aspiration into the lungs when swallowed or vomited may cause chemical pneumonitis which can be fatal.
Acute Dermal Toxicity	:	Low toxicity: LD50 >2000 mg/kg , Rabbit
Acute Inhalation Toxicity	:	Low toxicity: LC50 >5 mg/l / 4 h, Rat High concentrations may cause central nervous system depression resulting in headaches, dizziness and nausea; continued inhalation may result in unconsciousness and/or death.
Skin Irritation	:	Irritating to skin.
Eye Irritation	:	Moderately irritating to eyes (but insufficient to classify).
Respiratory Irritation	:	Based on human experience, breathing of vapours or mists may cause a temporary burning sensation to nose, throat and lungs.
Sensitisation	:	Not a skin sensitiser.
Repeated Dose Toxicity	:	Kidney: caused kidney effects in male rats which are not considered relevant to humans

Blood-forming organs: repeated exposure affects the bone marrow. (Benzene)
Peripheral nervous system: repeated exposure causes peripheral neuropathy in animals. (n-hexane)

Mutagenicity : May cause heritable genetic damage. (Benzene)
Mutagenicity studies on gasoline and gasoline blending streams have shown predominantly negative results.

Carcinogenicity : Known human carcinogen. (Benzene)
May cause leukaemia (AML - acute myelogenous leukaemia). (Benzene)
Inhalation exposure to mice causes liver tumours, which are not considered relevant to humans.

Material	:	Carcinogenicity Classification
Gasoline, low boiling point naphtha	:	ACGIH Group A3: Confirmed animal carcinogen with unknown relevance to humans.
Gasoline, low boiling point naphtha	:	IARC 2B: Possible carcinogen.
Xylene	:	ACGIH Group A4: Not classifiable as a human carcinogen.
Xylene	:	IARC 3: Classification not possible from current data.
Toluene	:	ACGIH Group A4: Not classifiable as a human carcinogen.
Toluene	:	IARC 3: Classification not possible from current data.
Ethylbenzene	:	ACGIH Group A3: Confirmed animal carcinogen with unknown relevance to humans.
Ethylbenzene	:	IARC 2B: Possible carcinogen.
Naphthalene	:	NTP: Anticipated carcinogen.
Naphthalene	:	IARC 2B: Possible carcinogen.
Benzene	:	ACGIH Group A1: Confirmed human carcinogen.
Benzene	:	NTP: Known carcinogen.
Benzene	:	IARC 1: Human carcinogen.
Benzene	:	OSHASP: Cancer hazard.

Reproductive and Developmental Toxicity : Causes foetotoxicity at doses which are maternally toxic. (Toluene)
Causes adverse effects on the foetus based on animal studies. (Toluene)
Many case studies involving abuse during pregnancy indicate that toluene can cause birth defects, growth retardation and learning difficulties. (Toluene)

Additional Information : Exposure to very high concentrations of similar materials has been associated with irregular heart rhythms and cardiac arrest.
Prolonged and repeated exposures to high concentrations have resulted in hearing loss in rats. Solvent abuse and noise interaction in the work environment may cause hearing loss. (Toluene)
Abuse of vapours has been associated with organ damage and death. (Toluene)
Myelodysplastic syndrome (MDS) was observed in individuals exposed to very high levels (50 ppm to 300 ppm range) of benzene over a long period of time in the workplace. The relevance of these results to lower levels of exposure is not

known. (Benzene)
This product contains tetraethyl lead which may cause harm to the unborn child. Exposure to tetraethyl lead is associated with developmental effects which include reduced birth weight, reduced gestational age and neurobehavioral effects.

12. ECOLOGICAL INFORMATION

Fuels are typically made from blending several refinery streams. Ecotoxicological studies have been carried out on a variety of hydrocarbon blends and streams but not those containing additives. Information given is based on a knowledge of the components and the ecotoxicology of similar products.

Acute Toxicity : Toxic: LL/EL/IL50 1-10 mg/l (to aquatic organisms) (LL/EL50 expressed as the nominal amount of product required to prepare aqueous test extract).

Mobility : Floats on water. Evaporates within a day from water or soil surfaces. Large volumes may penetrate soil and could contaminate groundwater. Contains volatile constituents.

Persistence/degradability : Persists under anaerobic conditions. Major constituents are expected to be inherently biodegradable, but the product contains components that may persist in the environment. The volatile constituents will oxidize rapidly by photochemical reactions in air.

Bioaccumulation : Contains constituents with the potential to bioaccumulate.

Other Adverse Effects : Films formed on water may affect oxygen transfer and damage organisms.

13. DISPOSAL CONSIDERATIONS

Material Disposal : Recover or recycle if possible. It is the responsibility of the waste generator to determine the toxicity and physical properties of the material generated to determine the proper waste classification and disposal methods in compliance with applicable regulations. Waste arising from a spillage or tank cleaning should be disposed of in accordance with prevailing regulations, preferably to a recognised collector or contractor. The competence of the collector or contractor should be established beforehand. Do not dispose into the environment, in drains or in water courses. Do not dispose of tank water bottoms by allowing them to drain into the ground. This will result in soil and groundwater contamination.

Container Disposal : Drain container thoroughly. After draining, vent in a safe place away from sparks and fire. Residues may cause an explosion hazard. Do not, puncture, cut, or weld uncleaned drums. Send to drum recoverer or metal reclaimer. Do not pollute the soil, water or environment with the waste container.

Local Legislation : Disposal should be in accordance with applicable regional, national, and local laws and regulations. Local regulations may be more stringent than regional or national requirements and must be complied with.

14. TRANSPORT INFORMATION

US Department of Transportation Classification (49CFR)

Identification number	UN 1203
Proper shipping name	Gasoline
Class / Division	3
Packing group	II
Emergency Response Guide No. .	128
Additional Information	Oil: This product is an oil under 49CFR (DOT) Part 130. If shipped by rail or highway in a tank with a capacity of 3500 gallons or more, it is subject to these requirements. Mixtures or solutions containing 10% or more of this product may also be subject to this rule.

IMDG

Identification number	UN 1203
Proper shipping name	GASOLINE
Class / Division	3
Packing group	II
Marine pollutant:	No

IATA (Country variations may apply)

Identification number	UN 1203
Proper shipping name	Gasoline
Class / Division	3
Packing group	II

15. REGULATORY INFORMATION

The regulatory information is not intended to be comprehensive. Other regulations may apply to this material.

Federal Regulatory Status

Comprehensive Environmental Release, Compensation & Liability Act (CERCLA)

Aviation Gasoline 100LL ()	Reportable quantity: 100 lbs
Gasoline, low boiling point naphtha ()	Reportable quantity: 100 lbs
Xylene (1330-20-7)	Reportable quantity: 100 lbs
Toluene (108-88-3)	Reportable quantity: 1000 lbs
Ethylbenzene (100-41-4)	Reportable quantity: 1000 lbs
n-hexane (110-54-3)	Reportable quantity: 5000 lbs

Naphthalene (91-20-3)	Reportable quantity: 100 lbs
Benzene (71-43-2)	Reportable quantity: 10 lbs
Cyclohexane (110-82-7)	Reportable quantity: 1000 lbs
Tetraethyl lead (78-00-2)	Reportable quantity: 10 lbs

Shell classifies this material as an "oil" under the CERCLA Petroleum Exclusion, therefore releases to the environment are not reportable under CERCLA.

Clean Water Act (CWA) Section 311

Xylene (1330-20-7)	Reportable quantity: 100 lbs
Toluene (108-88-3)	Reportable quantity: 1000 lbs
Ethylbenzene (100-41-4)	Reportable quantity: 1000 lbs
Naphthalene (91-20-3)	Reportable quantity: 100 lbs
Benzene (71-43-2)	Reportable quantity: 10 lbs
Cyclohexane (110-82-7)	Reportable quantity: 1000 lbs
Tetraethyl lead (78-00-2)	Reportable quantity: 10 lbs

Under Section 311 of the Clean Water Act (CWA) this material is considered an oil. As such, spills into surface waters must be reported to the National Response Centre at (800) 424-8802.

SARA Hazard Categories (311/312)
Immediate (Acute) Health Hazard. Delayed (Chronic) Health Hazard. Fire Hazard.

SARA Toxic Release Inventory (TRI) (313)

1,2,4-trimethylbenzene (95-63-6)	20.00%
Xylene (1330-20-7)	10.00%
Toluene (108-88-3)	10.00%
Ethylbenzene (100-41-4)	3.00%
n-hexane (110-54-3)	3.00%
Naphthalene (91-20-3)	1.00%
Benzene (71-43-2)	1.00%
Cyclohexane (110-82-7)	1.00%
Tetraethyl lead (78-00-2)	0.00%

SARA Extremely Hazardous Substances (302/304)

Tetraethyl lead (78-00-2)	Reportable quantity: 10 lbs
Tetraethyl lead (78-00-2)	Threshold Planning Quantity: 100 lbs

State Regulatory Status

California Safe Drinking Water and Toxic Enforcement Act (Proposition 65)

This product contains a chemical known to the State of California to cause cancer.
Known to the State of California to cause birth defects or other reproductive harm.

New Jersey Right-To-Know Chemical List

1,2,4-trimethylbenzene (95-63-6) 20.00%	Listed.
Xylene (1330-20-7) 10.00%	Listed.
Toluene (108-88-3) 10.00%	Listed.
Ethylbenzene (100-41-4) 3.00%	Listed.
n-hexane (110-54-3) 3.00%	Listed.
Naphthalene (91-20-3) 1.00%	Listed.
Benzene (71-43-2) 1.00%	Listed.
Cyclohexane (110-82-7) 1.00%	Listed.
Tetraethyl lead (78-00-2) 0.00%	Listed.

Pennsylvannia Right-To-Know Chemical List

Gasoline, low boiling point naphtha () 100.00%	Listed.
1,2,4-trimethylbenzene (95-63-6) 20.00%	Environmental hazard. Listed.
Xylene (1330-20-7) 10.00%	Environmental hazard. Listed.
Toluene (108-88-3) 10.00%	Environmental hazard. Listed.
Ethylbenzene (100-41-4) 3.00%	Environmental hazard. Listed.
n-hexane (110-54-3) 3.00%	Listed.
Naphthalene (91-20-3) 1.00%	Environmental hazard. Listed.
Benzene (71-43-2) 1.00%	Special hazard. Environmental hazard. Listed.

Cyclohexane (110-82-7) 1.00%	Environmental hazard. Listed.
Tetraethyl lead (78-00-2) 0.00%	Environmental hazard. Listed.

16. OTHER INFORMATION

Additional Information	:	This document contains important information to ensure the safe storage, handling and use of this product. The information in this document should be brought to the attention of the person in your organisation responsible for advising on safety matters.
NFPA Rating (Health, Fire, Reactivity)	:	1, 3, 0
MSDS Version Number	:	2.
MSDS Effective Date	:	07/25/2007
MSDS Revisions	:	A vertical bar (|) in the left margin indicates an amendment from the previous version.
MSDS Regulation	:	The content and format of this MSDS is in accordance with the OSHA Hazard Communication Standard, 29 CFR 1910.1200.
MSDS Distribution	:	The information in this document should be made available to all who may handle the product.
Disclaimer	:	The information contained herein is based on our current knowledge of the underlying data and is intended to describe the product for the purpose of health, safety and environmental requirements only. No warranty or guarantee is expressed or implied regarding the accuracy of these data or the results to be obtained from the use of the product.

Jet A
MSDS# 17642EU
Version 1.0
Effective Date 03/24/2011
According to OSHA Hazard Communication Standard, 29 CFR 1910.1200

Material Safety Data Sheet

1. MATERIAL AND COMPANY IDENTIFICATION

Material Name : **Jet A**
Uses : Fuel for aviation turbine engines fitted to aircraft.

Manufacturer/Supplier : **Shell Oil Products US**
PO BOX 4453
Houston, TX 77210-4453
USA
MSDS Request : 877-276-7285

Emergency Telephone Number
Spill Information : 877-242-7400
Health Information :

2. COMPOSITION/INFORMATION ON INGREDIENTS

Chemical Identity	CAS No.	Concentration
Kerosine	8008-20-6	<= 100.00 %
Kerosine (petroleum), hydrodesulphurised	64742-81-0	<= 100.00 %

Contains organic sulfur compounds.
Contains Naphthalene, CAS # 91-20-3.
Contains Benzene, CAS # 71-43-2.

3. HAZARDS IDENTIFICATION

Emergency Overview

Appearance and Odour : Pale straw. Liquid. Hydrocarbon.

Health Hazards : Harmful: may cause lung damage if swallowed. Irritating to skin. Vapours may cause drowsiness and dizziness.

Safety Hazards : Combustible liquid. Electrostatic charges may be generated during handling. Electrostatic discharge may cause fire.

Environmental Hazards : Toxic to aquatic organisms, may cause long-term adverse effects in the aquatic environment.

Health Hazards

Inhalation : Slightly irritating to respiratory system. Breathing of high vapour concentrations may cause central nervous system (CNS) depression resulting in dizziness, light-headedness, headache and nausea.

Skin Contact : Irritating to skin.

Ingestion : Harmful: may cause lung damage if swallowed.

Other Information : Limited evidence of carcinogenic effect.

Signs and Symptoms : If material enters lungs, signs and symptoms may include coughing, choking, wheezing, difficulty in breathing, chest congestion, shortness of breath, and/or fever. The onset of

respiratory symptoms may be delayed for several hours after exposure. Skin irritation signs and symptoms may include a burning sensation, redness, swelling, and/or blisters. Breathing of high vapour concentrations may cause central nervous system (CNS) depression resulting in dizziness, light-headedness, headache, nausea and loss of coordination. Continued inhalation may result in unconsciousness and death.

Aggravated Medical Conditions : Pre-existing medical conditions of the following organ(s) or organ system(s) may be aggravated by exposure to this material: Respiratory system. Skin.

Environmental Hazards : Toxic to aquatic organisms, may cause long-term adverse effects in the aquatic environment.

Additional Information : This product is intended for use in closed systems only.

4. FIRST AID MEASURES

Inhalation : Remove to fresh air. If rapid recovery does not occur, transport to nearest medical facility for additional treatment.

Skin Contact : Remove contaminated clothing. Immediately flush skin with large amounts of water for at least 15 minutes, and follow by washing with soap and water if available. If redness, swelling, pain and/or blisters occur, transport to the nearest medical facility for additional treatment. When using high pressure equipment, injection of product under the skin can occur. If high pressure injuries occur, the casualty should be sent immediately to a hospital. Do not wait for symptoms to develop.

Eye Contact : Flush eyes with water while holding eyelids open. Rest eyes for 30 minutes. If redness, burning, blurred vision, or swelling persist, transport to the nearest medical facility for additional treatment.

Ingestion : If swallowed, do not induce vomiting: transport to nearest medical facility for additional treatment. If vomiting occurs spontaneously, keep head below hips to prevent aspiration. If any of the following delayed signs and symptoms appear within the next 6 hours, transport to the nearest medical facility: fever greater than 101° F (38.3°C), shortness of breath, chest congestion or continued coughing or wheezing. Give nothing by mouth.

Advice to Physician : Treat symptomatically.

5. FIRE FIGHTING MEASURES

Clear fire area of all non-emergency personnel.

Flash point : 38 °C / 100 °F

Upper / lower Flammability or Explosion limits : 1 - 6 %(V)

Specific Hazards : Hazardous combustion products may include: A complex mixture of airborne solid and liquid particulates and gases (smoke). Carbon monoxide. Oxides of sulphur. Unidentified organic and inorganic compounds. Will float and can be

		reignited on surface water. Flammable vapours may be present even at temperatures below the flash point. The vapour is heavier than air, spreads along the ground and distant ignition is possible.
Suitable Extinguishing Media	:	Foam, water spray or fog. Dry chemical powder, carbon dioxide, sand or earth may be used for small fires only.
Unsuitable Extinguishing Media	:	Do not use direct water jets on the burning product as they could cause a steam explosion and spread of the fire. Simultaneous use of foam and water on the same surface is to be avoided as water destroys the foam.
Protective Equipment for Firefighters	:	Proper protective equipment including breathing apparatus must be worn when approaching a fire in a confined space.
Additional Advice	:	Keep adjacent containers cool by spraying with water. If possible remove containers from the danger zone. If the fire cannot be extinguished the only course of action is to evacuate immediately.

6. ACCIDENTAL RELEASE MEASURES

Avoid contact with spilled or released material. For guidance on selection of personal protective equipment see Chapter 8 of this Material Safety Data Sheet. See Chapter 13 for information on disposal. Observe the relevant local and international regulations. Evacuate the area of all non-essential personnel. Ventilate contaminated area thoroughly.

Protective measures	:	May ignite on surfaces at temperatures above auto-ignition temperature. Do not breathe fumes, vapour. Do not operate electrical equipment. Shut off leaks, if possible without personal risks. Remove all possible sources of ignition in the surrounding area. Use appropriate containment (of product and fire fighting water) to avoid environmental contamination. Prevent from spreading or entering drains, ditches or rivers by using sand, earth, or other appropriate barriers. Attempt to disperse the vapour or to direct its flow to a safe location for example by using fog sprays. Take precautionary measures against static discharge. Ensure electrical continuity by bonding and grounding (earthing) all equipment.
Clean Up Methods	:	For small liquid spills (< 1 drum), transfer by mechanical means to a labelled, sealable container for product recovery or safe disposal. Allow residues to evaporate or soak up with an appropriate absorbent material and dispose of safely. Remove contaminated soil and dispose of safely. For large liquid spills (> 1 drum), transfer by mechanical means such as vacuum truck to a salvage tank for recovery or safe disposal. Do not flush away residues with water. Retain as contaminated waste. Allow residues to evaporate or soak up with an appropriate absorbent material and dispose of safely. Remove contaminated soil and dispose of safely. Shovel into a suitable clearly marked container for disposal or reclamation in accordance with local regulations.
Additional Advice	:	Notify authorities if any exposure to the general public or the environment occurs or is likely to occur. Local authorities

should be advised if significant spillages cannot be contained. Maritime spillages should be dealt with using a Shipboard Oil Pollution Emergency Plan (SOPEP), as required by MARPOL Annex 1 Regulation 26. U.S. regulations may require reporting releases of this material to the environment which exceed the reportable quantity (refer to Chapter 15) to the National Response Centre at (800) 424-8802. Under Section 311 of the Clean Water Act (CWA) this material is considered an oil. As such, spills into surface waters must be reported to the National Response Centre at (800) 424-8802. This material is covered by EPA's Comprehensive Environmental Response, Compensation and Liability Act (CERCLA) Petroleum Exclusion. Therefore, releases to the environment may not be reportable under CERCLA.

7. HANDLING AND STORAGE

General Precautions : Avoid breathing vapours or contact with material. Only use in well ventilated areas. Wash thoroughly after handling. For guidance on selection of personal protective equipment see Chapter 8 of this Material Safety Data Sheet. Use the information in this data sheet as input to a risk assessment of local circumstances to help determine appropriate controls for safe handling, storage and disposal of this material. Air-dry contaminated clothing in a well-ventilated area before laundering. Contaminated leather articles including shoes cannot be decontaminated and should be destroyed to prevent reuse. Properly dispose of any contaminated rags or cleaning materials in order to prevent fires. Use local exhaust ventilation if there is risk of inhalation of vapours, mists or aerosols. Prevent spillages. Never siphon by mouth. For comprehensive advice on handling, product transfer, storage and tank cleaning refer to the product supplier.

Handling : Extinguish any naked flames. Do not smoke. Remove ignition sources. Avoid sparks. Avoid inhaling vapour and/or mists. Avoid prolonged or repeated contact with skin. When using do not eat or drink. When handling product in drums, safety footwear should be worn and proper handling equipment should be used. The vapour is heavier than air, spreads along the ground and distant ignition is possible. Earth all equipment. Electrostatic charges may be generated during handling. Electrostatic discharge may cause fire.

Storage : Drum and small container storage: Drums should be stacked to a maximum of 3 high. Use properly labelled and closeable containers. Take suitable precautions when opening sealed containers, as pressure can build up during storage. Tank storage: Tanks must be specifically designed for use with this product. Bulk storage tanks should be diked (bunded). Locate tanks away from heat and other sources of ignition. The vapour is heavier than air. Beware of accumulation in pits and confined spaces. Vapours from tanks should not be released to atmosphere. Breathing losses during storage should be

controlled by a suitable vapour treatment system.

Product Transfer : Avoid splash filling. Wait 2 minutes after tank filling (for tanks such as those on road tanker vehicles) before opening hatches or manholes. Wait 30 minutes after tank filling (for large storage tanks) before opening hatches or manholes. Keep containers closed when not in use. Do not use compressed air for filling, discharging or handling. Conditions, such as filling empty Filter Water Separator vessels, that lead to the formation of hydrocarbon mists are also particularly hazardous. Contamination resulting from product transfer may give rise to light hydrocarbon vapour in the headspace of tanks that have previously contained gasoline. This vapour may explode if there is a source of ignition. Partly filled containers present a greater hazard than those that are full, therefore handling, transfer and sampling activities need special care.

Recommended Materials : For containers, or container linings use carbon steel and low alloy steel. Aluminium may also be used for applications where it does not present an unnecessary fire hazard. For container linings the following may also be used: Unplastisized polyvinyl chloride (U-PVC), Fluoropolymers (PTFE), Polyvinylidenefluoride (PVDF), Polyetheretherketone (PEEK), Polyamide (PA-11). For seals and gaskets use: Fluoroelastomer (FKM), Viton A, and Viton B, Nitrile butadiene (NBR), Buna-N. For coating (paint) materials use: High build, amine adduct-cured epoxy.

Unsuitable Materials : For containers or container linings, examples of materials to avoid are: Polyethylene (PE, HDPE), Polypropylene (PP), Polymethyl methacrylate (PMMA), Acrylonnitrile butadiene styrene (ABS). For seals and gaskets, examples of materials to avoid are: Natural rubber (NR), Ethylene Propylene (EPDM, Polychloroprene (CR) - Neoprene, Butyl (IIR), Chlorosulphonated polyethylene (CSM), e.g. Hypalon.

Container Advice : Containers, even those that have been emptied, can contain explosive vapours. Do not cut, drill, grind, weld or perform similar operations on or near containers.

Additional Information : In the interests of air safety, aviation fuels are subject to strict quality requirements and product integrity is of paramount importance. For one source of information on international standards for the quality assurance of aviation fuels, see www.jointinspectiongroup.org. Ensure that all local regulations regarding handling and storage facilities are followed.

8. EXPOSURE CONTROLS/PERSONAL PROTECTION

Occupational Exposure Limits

Material	Source	Type	ppm	mg/m3	Notation
Kerosine	ACGIH	TWA(Non-aerosol.)		200 mg/m3	P: Application restricted to conditions in which there are negligible aerosol exposures.as total hydrocarbon vapor

Kerosine	ACGIH	SKIN_DES(Non-aerosol.)			Can be absorbed through the skin.as total hydrocarbon vapor
Kerosine (petroleum), hydrodesulphurised	ACGIH	TWA(Non-aerosol.)		200 mg/m3	P: Application restricted to conditions in which there are negligible aerosol exposures.as total hydrocarbon vapor
Kerosine (petroleum), hydrodesulphurised	ACGIH	SKIN_DES(Non-aerosol.)			Can be absorbed through the skin.as total hydrocarbon vapor
Naphthalene	ACGIH	TWA	10 ppm		
Naphthalene	ACGIH	STEL	15 ppm		
Naphthalene	ACGIH	SKIN_DES			Can be absorbed through the skin.
Naphthalene	OSHA Z1	PEL	10 ppm	50 mg/m3	
Naphthalene	OSHA Z1A	TWA	10 ppm	50 mg/m3	
Naphthalene	OSHA Z1A	STEL	15 ppm	75 mg/m3	
Benzene	ACGIH	TWA	0.5 ppm		
Benzene	ACGIH	STEL	2.5 ppm		
Benzene	ACGIH	SKIN_DES			Can be absorbed through the skin.
Benzene	OSHA	TWA	1 ppm		
Benzene	OSHA	STEL	5 ppm		
Benzene	OSHA	OSHA_ACT	0.5 ppm		
Benzene	OSHA Z1A	TWA	1 ppm		
Benzene	OSHA Z1A	STEL	5 ppm		
Benzene	SHELL IS	TWA	0.5 ppm	1.6 mg/m3	
Benzene	SHELL IS	STEL	2.5 ppm	8 mg/m3	
Benzene	OSHA Z2	TWA	10 ppm		
Benzene	OSHA Z2	Ceiling	25 ppm		
Benzene	OSHA Z2	MAX. CONC	50 ppm		

Additional Information : In the absence of a national exposure limit, the American Conference of Governmental Industrial Hygienists (ACGIH) recommends the following values for Kerosine: TWA - 200 mg/m3 Critical effects based on Skin, Irritation and Central Nervous System.
Skin notation means that significant exposure can also occur by absorption of liquid through the skin and of vapour through the eyes or mucous membranes. Shell has adopted as Interim Standards the OSHA Z1A values that were established in 1989 and later rescinded. SHELL IS is the Shell Internal Standard.

Biological Exposure Index (BEI) - See reference for full details

Benzene	S-Phenylmercapturic acid in Creatinine in urine	Sampling time: End of shift.	25 µg/g	ACGIH BEL (01 2010)
Benzene	t,t-Muconic acid in Creatinine in urine	Sampling time: End of shift.	500 µg/g	ACGIH BEL (01 2010)

Exposure Controls : The level of protection and types of controls necessary will vary depending upon potential exposure conditions. Select controls based on a risk assessment of local circumstances. Appropriate measures include: Use sealed systems as far as possible. Adequate ventilation to control airborne concentrations below the exposure guidelines/limits. Local exhaust ventilation is recommended. Eye washes and showers for emergency use.

Personal Protective Equipment : Personal protective equipment (PPE) should meet recommended national standards. Check with PPE suppliers.

Respiratory Protection : If engineering controls do not maintain airborne concentrations to a level which is adequate to protect worker health, select respiratory protection equipment suitable for the specific conditions of use and meeting relevant legislation. Check with respiratory protective equipment suppliers. Where air-filtering respirators are unsuitable (e.g. airborne concentrations are high, risk of oxygen deficiency, confined space) use appropriate positive pressure breathing apparatus. Where air-filtering respirators are suitable, select an appropriate combination of mask and filter. All respiratory protection equipment and use must be in accordance with local regulations.
Respirator selection, use and maintenance should be in accordance with the requirements of the OSHA Respiratory Protection Standard, 29 CFR 1910.134.

Hand Protection : Personal hygiene is a key element of effective hand care. Gloves must only be worn on clean hands. After using gloves, hands should be washed and dried thoroughly. Application of a non-perfumed moisturizer is recommended. Suitability and durability of a glove is dependent on usage, e.g. frequency and duration of contact, chemical resistance of glove material, glove thickness, dexterity. Always seek advice from glove suppliers. Contaminated gloves should be replaced.

Eye Protection : Chemical splash goggles (chemical monogoggles).

Protective Clothing : Chemical resistant gloves/gauntlets, boots, and apron (where risk of splashing).

9. PHYSICAL AND CHEMICAL PROPERTIES

Appearance : Pale straw. Liquid.
Odour : Hydrocarbon.

pH	:	Data not available
Initial Boiling Point and Boiling Range	:	150 - 300 °C / 302 - 572 °F
Freezing Point	:	-40 °C / -40 °F
Flash point	:	38 °C / 100 °F
Upper / lower Flammability or Explosion limits	:	1 - 6 %(V)
Vapour pressure	:	< 0.1 hPa at 20 °C / 68 °F
Density	:	0.84 g/cm3 at 15 °C / 59 °F
n-octanol/water partition coefficient (log Pow)	:	2 - 6
Kinematic viscosity	:	1 - 2 mm2/s at 37.8 °C / 100.0 °F

10. STABILITY AND REACTIVITY

Stability	:	Stable under normal conditions of use.
Conditions to Avoid	:	Avoid heat, sparks, open flames and other ignition sources.
Materials to Avoid	:	Strong oxidising agents.
Hazardous Decomposition Products	:	Hazardous decomposition products are not expected to form during normal storage. Thermal decomposition is highly dependent on conditions. A complex mixture of airborne solids, liquids and gases including carbon monoxide, carbon dioxide, sulphur oxides and unidentified organic compounds will be evolved when this material undergoes combustion or thermal or oxidative degradation.

11. TOXICOLOGICAL INFORMATION

Basis for Assessment	:	Information given is based on product data, a knowledge of the components and the toxicology of similar products.
Acute Oral Toxicity	:	Low toxicity: LD50 >2000 mg/kg , Rat
Acute Dermal Toxicity	:	Low toxicity: LD50 >2000 mg/kg , Rabbit
Acute Inhalation Toxicity	:	Low toxicity: LC50 >20 mg/l / 1 h, Rat High concentrations may cause central nervous system depression resulting in headaches, dizziness and nausea; continued inhalation may result in unconsciousness and/or death.
Skin Irritation	:	Irritating to skin.
Eye Irritation	:	Slightly irritating.
Respiratory Irritation	:	Slightly irritating.
Sensitisation	:	Not a skin sensitiser.
Repeated Dose Toxicity	:	Kidney: caused kidney effects in male rats which are not considered relevant to humans
Mutagenicity	:	Not considered a mutagenic hazard.
Carcinogenicity	:	Not classified as a carcinogen. Repeated skin contact has resulted in irritation and skin cancer in animals. Limited evidence of carcinogenic effect. (Naphthalene)

Material	:	**Carcinogenicity Classification**
Kerosine	:	IARC 3: Not classifiable as to carcinogenicity to humans.

Kerosine (petroleum), hydrodesulphurised	:	IARC 3: Not classifiable as to carcinogenicity to humans.

Reproductive and Developmental Toxicity : Not expected to impair fertility. Not expected to be a developmental toxicant.

12. ECOLOGICAL INFORMATION

Fuels are typically made from blending several refinery streams. Ecotoxicological studies have been carried out on a variety of hydrocarbon blends and streams but not those containing additives. Information given is based on a knowledge of the components and the ecotoxicology of similar products.

Acute Toxicity : Toxic: LL/EL/IL50 1-10 mg/l (to aquatic organisms) (LL/EL50 expressed as the nominal amount of product required to prepare aqueous test extract).

Mobility : Floats on water. Contains volatile constituents. Evaporates within a day from water or soil surfaces. Large volumes may penetrate soil and could contaminate groundwater.

Persistence/degradability : Major constituents are expected to be inherently biodegradable. The volatile constituents will oxidize rapidly by photochemical reactions in air.

Bioaccumulation : Contains constituents with the potential to bioaccumulate.

Other Adverse Effects : Films formed on water may affect oxygen transfer and damage organisms.

13. DISPOSAL CONSIDERATIONS

Material Disposal : Recover or recycle if possible. It is the responsibility of the waste generator to determine the toxicity and physical properties of the material generated to determine the proper waste classification and disposal methods in compliance with applicable regulations. Do not dispose into the environment, in drains or in water courses. Do not dispose of tank water bottoms by allowing them to drain into the ground. This will result in soil and groundwater contamination. Waste arising from a spillage or tank cleaning should be disposed of in accordance with prevailing regulations, preferably to a recognised collector or contractor. The competence of the collector or contractor should be established beforehand.

Container Disposal : Send to drum recoverer or metal reclaimer. Drain container thoroughly. After draining, vent in a safe place away from sparks and fire. Residues may cause an explosion hazard if heated above the flash point. Do not puncture, cut or weld uncleaned drums. Do not pollute the soil, water or environment with the waste container. Comply with any local recovery or waste disposal regulations.

Local Legislation : Disposal should be in accordance with applicable regional, national, and local laws and regulations. Local regulations may be more stringent than regional or national requirements and must be complied with.

14. TRANSPORT INFORMATION

US Department of Transportation Classification (49CFR)

Identification number	UN 1863
Proper shipping name	Fuel, aviation, turbine engine
Class / Division	3
Packing group	III
Additional Information	Oil: This product is an oil under 49CFR (DOT) Part 130. If shipped by rail or highway in a tank with a capacity of 3500 gallons or more, it is subject to these requirements. Mixtures or solutions containing 10% or more of this product may also be subject to this rule.

IMDG

Identification number	UN 1863
Proper shipping name	FUEL, AVIATION, TURBINE ENGINE
Class / Division	3
Packing group	III
Marine pollutant:	Yes

IATA (Country variations may apply)

Identification number	UN 1863
Proper shipping name	Fuel, aviation, turbine engine
Class / Division	3
Packing group	III

15. REGULATORY INFORMATION

The regulatory information is not intended to be comprehensive. Other regulations may apply to this material.

Federal Regulatory Status

Additional Information : Shell classifies this material as an "oil" under the CERCLA Petroleum Exclusion, therefore releases to the environment are not reportable under CERCLA.

Under Section 311 of the Clean Water Act (CWA) this material is considered an oil. As such, spills into surface waters must be reported to the National Response Centre at (800) 424-8802.

SARA Hazard Categories (311/312)
Immediate (Acute) Health Hazard. Delayed (Chronic) Health Hazard. Fire Hazard.

State Regulatory Status

California Safe Drinking Water and Toxic Enforcement Act (Proposition 65)

This material does not contain any chemicals known to the State of California to cause cancer, birth defects or other reproductive harm.

New Jersey Right-To-Know Chemical List

Kerosine (8008-20-6)	Listed.
Kerosine (petroleum), hydrodesulphurised (64742-81-0)	Listed.
	Listed.
	Listed.
	Listed.
	Listed.
	Listed.
	Listed.
	Listed.
	Listed.

Pennsylvania Right-To-Know Chemical List

Kerosine (8008-20-6)	Listed.
Kerosine (petroleum), hydrodesulphurised (64742-81-0)	Listed.

16. OTHER INFORMATION

Additional Information	:	This document contains important information to ensure the safe storage, handling and use of this product. The information in this document should be brought to the attention of the person in your organisation responsible for advising on safety matters.
NFPA Rating (Health, Fire, Reactivity)	:	2, 2, 0
MSDS Version Number	:	1.0
MSDS Effective Date	:	03/24/2011
MSDS Revisions	:	A vertical bar (|) in the left margin indicates an amendment from the previous version.
MSDS Regulation	:	The content and format of this MSDS is in accordance with the OSHA Hazard Communication Standard, 29 CFR 1910.1200.
MSDS Distribution	:	The information in this document should be made available to all who may handle the product.
Disclaimer	:	The information contained herein is based on our current knowledge of the underlying data and is intended to describe

the product for the purpose of health, safety and environmental requirements only. No warranty or guarantee is expressed or implied regarding the accuracy of these data or the results to be obtained from the use of the product.

CONTINGENCY PLAN

CONTINGENCY PLAN FOR STORMS AND SPECIAL EVENTS:

- ❑ Coordinate with Airport Management team to determine fuel volume (full tanks) required to meet demand.
- ❑ Fuel delivery should be schedule as soon as possible 5 days prior to any major storm event (Hurricane).
- ❑ Dispatch will coordinate with transportation carrier to pull product from all available terminals (7 terminals) within a 500 mile radius.
- ❑ Success of all contingency plans is to enact as soon as possible.
- ❑ Schedule follow up loads to be delivered after any storm events & special events to bring volumes to appropriate levels.

Shell Aviation

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Eastern Aviation Fuels, Inc.

Byron Gray
Sales Representative

Mobile 972-358-6809
Office Phone 252-633-0066
Tel 1-800-334-5732
Fax 252-633-3125

P.O. Box 12327
New Bern, NC 28561-2327

byron@easternaviationfuels.com

Shell Aviation

Exclusive distributors of branded aviation fuels for Shell Oil Products US

BID NAME: Term Contract for Aviation Fuel for Jack Brooks Regional Airport
BID NO: IFB 14-015/JW
DUE DATE/TIME: 11:00 AM CST, Tuesday, June 24, 2014
MAIL OR DELIVER TO: Jefferson County Purchasing Department
1149 Pearl Street, 1st Floor
Beaumont, Texas 77701

DO NOT OPEN UNTIL DUE DATE & TIME

06-23-14A09:30 RCVD

[redacted]

EPIC

June, 24, 2014

Proposal for Purchase of Aviation Fuel
and Related Services Presented to:

Jefferson County Purchasing Department: Term Contract for Aviation Fuel for Jack Brooks Regional Airport IFB 14-015/JW

JEFFERSON COUNTY TEXAS

JACK BROOKS REGIONAL AIRPORT

ORIGINAL

EPIC

June 24th, 2014

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

Subject: EPIC FBO Network Offer Letter for Fuel Supply

Dear Purchasing Department:

Thank you for giving EPIC Aviation, LLC an opportunity to present you with the below proposal letter. We are extremely interested in building a partnership with Jack Brooks Regional Airport to provide ideas and solutions that complement and enhance your aviation fuel, service and marketing offer.

Term: Initial term of agreement will be **three (3) years** from August 1, 2014 through July 31, 2015.
Credit Terms: EFT **Net 30** days
Volume: Estimated to be 750,000 USG of Jet A and 53,000 USG of Avgas per annum in Beaumont, Texas.

Fuel Pricing: Jet A price will be indexed to PLATTS Gulf Coast Pipeline Prior Week Average, plus a fixed differential of $.1505

- The jet fuel differential will not include taxes
  - Federal Excise Tax of $.244
- The differential and freight may be adjusted for third party increase or decrease of associated fees or tariffs, based on annual renewal timing and will be in writing.

Avgas price will be indexed to PLATTS Gulf Coast Pipeline Prior Week Average UNL 93, plus a fixed differential of $.915.

- The avgas fuel differential will not include taxes
  - Federal Excise Tax of $.194
- The differential and freight may be adjusted for third party increase or decrease of associated fees or tariffs, based on annual renewal timing and will be in writing.

Fuel Ordering: Jack Brooks Airport can order fuel by calling 866.501.3742, emailing EPICDispatch@EPICAviationLLC.com or by logging on to http://www.epicaviationllc.com/fuel-supply/online-fuel-form/. Upon ordering of a fuel load you will receive a notification via email advising of the order confirmation, carrier and estimated delivery time. Fuel deliveries will take between 1-3 days after ordering.

Refueler: Jet A Refueler

- **$1,015**/month lease rate
- 3,000 gallon 1999 Jet A Rampstar refueler
- With **$2,500**/year toward refueler maintenance during the term of the contract

EPIC

Signage: EPIC will work with the sign company to create and install an EPIC single pole sign with fuel types and pricing.

Marketing and Advertising:

- Worldwide UVair & EPIC sales support team dedicated to growing your business to complement your sales team, plus a strategy and customer card-transition plan
- EPIC & UVair Sales Team meeting to help promote your location
- On EPICAviationLLC.com, EPICCardServices.com, and UVair.com websites
- In 'Welcome' press releases, and e-blasts to EPIC and UVair Card, and Bravo end users
- Exposure at tradeshows including: NBAA, S&D, ABACE, EBACE, LABACE, plus regional shows
- Through co-op advertising at a rate of $0.005 per gallon based on retail volume

Training: Our training offer has 4 elements:

1. On-Line NATA Supervisor's Training (40 CFR Part 139) - Regular price of $365.00 per person, but your cost with the EPIC program is **$79.95**.
2. On-Line NATA Safety 1st Professional Line Service Training - Regular price is $264.00 per person, but your cost with the EPIC program is **$49.95**.
3. "Other" On-Line NATA Training - Customer Service, De-Icing, OSHA, etc is available
4. Hands-On Training - on-site at your facility

Pilot Rewards: Bravo Rewards with 45 Million options for the Pilot, Flight Department, etc to choose from.

- Split the points up to 5 ways at the time of transaction
- Set qualifications for awarding the points: minimum uplift, credit card type and transient vs. based customer
- Customers gain 2 points per gallon and your cost is only .01 cents per point
- Bonus Reward points for EPIC Card fuel purchases paid by EPIC
- Use the points to attract new business, run promotions and upsell the fuel

Contract Fuel: New Cobranded EPIC and MultiService card will provide:

- 0% processing fee to Jack Brooks Airport
- No fuel releases required and the card is accepted around the world
- FBOs set their ITP rates for the fuel
- End users do not pay an upcharge on ancillary services
- EPIC Sales team to help drive business to the ramp
- End users can view their weekly pricing on the iGoEPIC App, at EPICCardServices.com or through the weekly importable fuel pricing files

Processing: Competitive credit card processing rates and transaction systems -

- Compass Transaction Management System – online tool to process aviation fuel cards and credit/bank cards via a card swipe or tail number look up. Plus, you can store card numbers safely and for easy processing in this PCI compliant system.
- Vx870 – standalone 'brick' PoS system for card processing.

EPIC

- EPIC Direct – web based transaction system that processes third-party resellers, NetJets, ad-hoc and commercial sales in real time. Transactions are processed at 0% through electronic fuel releases, and will help Your FBO in efforts to streamline your back office systems and reduce multiple processing platforms.

Card Type	Processing Fee	Reimbursement (Business Days)
EPIC Flex Card	0.00% - Flex / Contract Fuel 1.75% - Retail	**2 Days**
American Express	3.35%	**2 Days**
AVCard	3.25%	**2 Days**
Discover	2.95%	**2 Days**
MasterCard	2.15% – Qualified 2.95% – Non Qualified	**2 Days**
MultiService	3.25%	**2 Days**
U.S. Government AIRCard	0.00% - Contract 3.25% - Non Contract	According to contract **2 Days** (non-contract)
UVair® Fueling Card	0.00% - Buyback/Contract Fuel 2.95% - Retail	According to contract **2 Days**
Visa	2.15% – Qualified 2.95% – Non Qualified	**2 Days**
Monthly Processing Fee	$40.00	

Specifications: See 'Attachment A' for published specifications of Jet A and Avgas fuels.
Insurance: Excess Product Liability Insurance - $50,000,000. EPIC is in compliance with current insurance requirements for this bid.
Approval: Subject to final Quality Assurance, Credit, and Management approval

If you feel I missed something of critical value to you, please give me an opportunity to present it to your team. I may be reached via cell at 503.569.2209. We look forward to continuing this business partnership between EPIC and Jack Brooks Regional Airport.

Best Regards,

Connie R. Pierpoint
Sales Manager South Central
EPIC Aviation, LLC

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

222 West Colinas, Suite 1600
Address

Irving, TX 75039
City State Zip

Signature of Person Authorized to Sign

James E. Green
Printed Name

COO & CFO
Title

For clarification of this offer, contact:

Connie Pierpoint
Name

503-569-2209 503-566-2304
Phone Fax

cpierpoint@epicaviationllc.com
E-mail

Bidder Shall Return Completed Form with Offer.

Acceptance of Offer

The Offer is hereby accepted for the following items: Term Contract for Aviation Fuel for Jack Brooks Regional Airport. Contract Term: Three (3) Years from August 1, 2014 through July 31, 2015.

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. 14-015/JW, 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

Date

ATTEST:

Carolyn L. Guidry
County Clerk

Date

Bidder Shall Return Completed Form with Offer.

JEFFERSON COUNTY, TEXAS
PURCHASING DEPARTMENT

1149 Pearl Street – First Floor
Beaumont, Texas 77701
409-835-8593

ADDENDUM TO IFB

IFB Number: 14-015/JW

IFB Title: Term Contract for Aviation Fuel for Jack Brooks Regional Airport

IFB Due: **11:00 am CST, Tuesday, June 24, 2014**

Addendum No.: 3

Issued (Date): June 11, 2014

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 proposals to have been proffered in recognition and consideration of the entire IFB 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 proposal.** If the Proposal 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 Opening Date and Time, as stated above.

Reason for Issuance of this addendum: Revised Bid Form (Attached)

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 Bidder:

ATTEST:

Cynthia L
Witness

Kathleen Momo
Witness

Approved by ____ Date: _____

Authorized Signature (Bidder)

COO + CFO
Title of Person Signing Above

EPIC Aviation, LLC
Typed Name of Business or Individual

222 West Colinas #1600
Address
Irving, TX 75039

Revised Bid Form - Addendum 2

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.

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

Item 1.

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.

Estimated Quantity	Description		Unit Price per Gallon	Estimated Total Price per Year
~~48,000~~ **53,000** gallons	AV Gas Low Lead 100		$ 4.1116	$ 217,914.80
	Platts Reference Price for ~~07-12-2011~~ **05-13-2014**	$ 2.9987		
	Bidder's Markup	$ 0.915		
	Taxes/Fees per Gallon	$0.19790		
	Unit Price per Gallon (price, bidder's markup, and taxes/fees per gallon)		$ 4.1116	$ 217,914.80
	Texas Delivery Fee (per delivery)		$ 15.00	$ 99.37

Item 2.

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.

Estimated Quantity	Description		Unit Price per Gallon	Estimated Total Price per Year
~~440,000~~ **750,000** gallons	Jet A		$ 3.24196	$ 2,431,470
	Platts Reference Price for ~~07-12-2011~~ **05-13-2014**	$ 2.84556		
	Bidder's Markup	$ 0.1505		
	Taxes/Fees per Gallon	$0.24590		
	Unit Price per Gallon (price, bidder's markup, and taxes/fees per gallon)		$ 3.24196	$ 2,431,470
	Texas Delivery Fee (per delivery)		$ 15.00	$ 1,406.25

Name of Company: EPIC Aviation, LLC

Revised Bid Form – Addendum 2 (Continued)

Credit Cards honored and service fees:

American Express	3.35 %	EPIC Contract Fuel	0%
Discover	2.95 %	EPIC Retail/Avgas	1.75 %
AirCard/DLA	0% %	MasterCard & Visa	2.15%/2.95 %
Monthly Service Fee	$40 -%	UVair Contract	0%
		UVair Retail	2.95 %
		Avcard & MultiService	3.25 %

Weighted Average of Fees (50% major oil)	$ .0127 (1.27%)
Increment due to the Average of Credit Card Fee	$ .0190 (1.90%)
AV Gas Low Lead 100 Effective Bid Price per Gallon	$ 4.1116
Total Effective Bid per Gallon	$ 4.1306
Jet A Effective Bid per Gallon	$ 3.2420
Total Effective Bid per Gallon	$ 3.2610
Effective Bid Value, Grand Total	$ 2,664,641.80
Bid Surety	$ NA per Jamey West 6/12/14
Additional Marketing Support (co-op advertising)	$ .005/cpg

Refueler Truck

3,000 Gallon Jet A Refueler Truck – Annual Cost:	$ 12,180
Make/Model	1999 Rampmaster Jet A Refueler

Name of Company: EPIC Aviation, LLC

Acknowledgment of Addenda (if any):

Addendum 1 x Date Received 6/6/14

Addendum 2 x Date Received 6/6/14

Addendum 3 x Date Received 6/11/14

Bidder Shall Return Completed Form with Offer.

Vendor References

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.

THIS FORM MUST BE RETURNED WITH YOUR BID.

REFERENCE ONE

Government/Company Name: Texas Gulf Coast Regional Airport / Brazoria County

Address: 8000 Airport Way Angelton, TX 77515

Contact Person and Title: Jeff Bilyeu, Airport Manager

Phone: (979) 849-5755 Fax: (979) 848-1428

Contract Period: 1/27/2014 - 1/27/2018 Scope of Work: branded Jet and Avgas fuel supply

REFERENCE TWO

Government/Company Name: Bay City Aviation

Address: 3598 FM 2540 North Bay City, TX 77414

Contact Person and Title: John Garr, Airport Manager

Phone: (979) 244-5037 Fax: (979) 323-1670

Contract Period: 10/31/2013 - 10/24/2014 Scope of Work: branded Jet and Avgas fuel supply

REFERENCE THREE

Government/Company Name: City Terminal / City of New Braunfels

Address: 2333 FM 758 New Braunfels, TX 78130

Contact Person and Title: Vinicio (Lenny) Llerena, Airport Manager

Phone: (830) 221-4290 Fax: (830) 620-9017

Contract Period: 8/17/2013 - 8/30/2014 Scope of Work: branded Jet and Avgas fuel supply

Bidder Shall Return Completed Form with Offer.

Signature Page

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

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

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

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

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

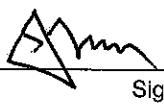
EPIC Aviation, LLC
Bidder (Entity Name)

222 West Colinas Suite 1600
Street & Mailing Address

Irving, TX, 75039
City, State & Zip

866-501-3742
Telephone Number

jgreen@epicaviationllc.com
E-mail Address


Signature

James E. Green
Print Name

6-17-2014
Date Signed

503-362-9954
Fax Number

Bidder Shall Return Completed Form with Offer.

Conflict of Interest Questionnaire

For vendor or other person doing business with local government entity

This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.

OFFICE USE ONLY

By law this questionnaire must be filed with the records administrator of the local government not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006 Local Government Code.

A person commits an offense if the person violates Section 176.0006, Local Government Code. An offense under this section is a Class C misdemeanor.

1. Name of person doing business with local governmental entity. N/A

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

   (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than September 1 of the year for which an activity described in Section 176.006(a), Local Government Code, is pending and not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3. Describe each affiliation or business relationship with an employee or contractor of the local government entity who makes recommendations to a local government officer of the local governmental entity with respect to expenditure of money.

   N/A

4. Describe each affiliation or business relationship with a person who is a local government officer and who appoints or employs a local government officer of the local governmental entity that is the subject of this questionnaire.

   N/A

Bidder Shall Return Completed Form with Offer.

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ
Page 2

For vendor or other person doing business with local government entity

5. Name of local government officer with whom filer has affiliation or business relationship. (Complete this section only if the answer to A, B, or C is YES.)

   This section, item 5 including subparts A, B, C & D, must be completed for each officer with whom the filer has affiliation or business relationship. 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 from the filer of the questionnaire?

      ☐ Yes ☐ No

   B. Is the filer of the questionnaire receive or likely to receive taxable income from or at the direction of the local government officer named in this section AND the taxable income is not from the local government entity?

      ☐ Yes ☐ No

   C. Is the filer of the questionnaire affiliated with a corporation or other business entity that the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

      ☐ Yes ☐ No

   D. Describe each affiliation or business relationship:

6. Describe any other affiliation or business relationship that might cause a conflict of interest.

   N/A

7.

Signature of person doing business with the governmental entity

Date

Bidder Shall Return Completed Form with Offer.

Good Faith Effort (GFE) Determination Checklist

This information must be submitted with your bid.

Bidder intends to utilize subcontractors/subconsultants in the fulfillment of this contract (if awarded).
☐ Yes ☒ No ** EPIC does not utilize subcontractors

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

Did the Prime Contractor/Consultant . . .

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

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

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

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

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

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

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

James E. Green
Printed Name of Authorized Representative

Signature

COO & CFO
Title

6-17-2014
Date

Bidder Shall Return Completed Form with Offer.

Notice of Intent (NOI) to Subcontract with Historically Underutilized Business (HUB)

This information must be submitted with your bid.

Bidder intends to utilize subcontractors/subconsultants in the fulfillment of this contract (if awarded).
☐ Yes ☒ No **EPIC does not utilize subcontractors

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: p Yes p No

Address: _____
Street City State Zip

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

Project Title & No.: _____

Prime Contract Amount: $ _____

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

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

Address: _____
Street City State Zip

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

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

Description of Subcontract Work to be Performed: _____

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

NOTE: NOTHING ON THIS NOTICE OF INTENT FORM IS INTENDED TO CONFER ANY RIGHTS, EXPRESSED OR IMPLIED, TO ANY THIRD PARTIES.

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

Bidder Shall Return Completed Form with Offer.

Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

PAGE 1 OF 4

This information must be submitted with your bid.

Bidder intends to utilize subcontractors/subconsultants in the fulfillment of this contract (if awarded).
☐ Yes ☒ No ** EPIC does not utilize subcontractors

Prime Contractor: _____ HUB: ☐ Yes ☐ No

HUB Status (Gender & Ethnicity): _____

Address: _____
Street City State Zip

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

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

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

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

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

FOR HUB OFFICE USE ONLY:

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

PART I. HUB SUCONTRACTOR DISCLOSURE

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

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

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

_____

Bidder Shall Return Completed Form with Offer.

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.

Bidder Shall Return Completed Form with Offer.

Historically Underutilized Business (HUB)
Subcontracting Participation Declaration Form

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

Please complete Good Faith Effort (GFE) Checklist and attach any supporting documentation.

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

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

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

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: _____

Bidder Shall Return Completed Form with Offer.

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: _____

Bidder Shall Return Completed Form with Offer.

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) "Nonresident 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 EPIC Aviation, 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.):	93-1069451
Company Name submitting bid/proposal:	EPIC Aviation, LLC
Mailing address:	222 West Las Colinas, Suite 1600, 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**
	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.

Bidder Shall Return Completed Form with Offer.

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 Oregon COUNTY OF Marion

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Oregon, on this day personally appeared James E. Green (name), who after being by me duly sworn, did depose and say:

"I, James E. Green (name) am a duly authorized officer of/agent for EPIC Aviation, LLC (name of firm) and have been duly authorized to execute the 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
3841 Fairview Industrial Drive SE, Salem, OR 97302

Fax: 503-362-9904 Telephone# 866-501-3742

by: James E. Green (print name) Title: COO + CFO

Signature: [signature]

SUBSCRIBED AND SWORN to before me by the above-named James E. Green on this the 17th day of June, 2014.

OFFICIAL SEAL
CYNTHIA L. LOVEJOY
NOTARY PUBLIC-OREGON
COMMISSION NO. 455294
MY COMMISSION EXPIRES MARCH 04, 2015

[signature]
Notary Public in and for the State of Oregon

Bidder Shall Return Completed Form with Offer.

JEFFERSON COUNTY, TEXAS
PURCHASING DEPARTMENT

1149 Pearl Street – First Floor
Beaumont, Texas 77701
409-835-8593

ADDENDUM TO IFB

IFB Number: 14-015/JW

IFB Title: Term Contract for Aviation Fuel for Jack Brooks Regional Airport

IFB Due: **11:00 am CST, Tuesday, June 24, 2014**

Addendum No.: 1

Issued (Date): June 4, 2014

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 proposals to have been proffered in recognition and consideration of the entire IFB 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 proposal.** If the Proposal 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 Opening Date and Time, as stated above.

Reason for Issuance of this addendum: Revision to Section 4.2 Contract Agreement (Page 9) / Clarification of Contract Term

4.2 Contract Agreement. Once a contract is awarded, the unit prices offered by the successful bidder shall remain firm for the term of the contract. Contract shall ~~commence on date of award and,~~ be for a period of three (3) years from August 1, 2014 through July 31, 2015. ~~upon agreement between vendor(s) and Jefferson County, may be renewed annually for up to four (4) additional years.~~

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 Bidder:

ATTEST:

Witness

Kathleen Thomas
Witness

Approved by ____ Date: _____

Authorized Signature (Bidder)

COO & CFO
Title of Person Signing Above

James E. Green
Typed Name of Business or Individual

222 West Colinas, Suite 1600
Address Irving, TX 75039

JEFFERSON COUNTY, TEXAS
PURCHASING DEPARTMENT

1149 Pearl Street – First Floor
Beaumont, Texas 77701
409-835-8593

ADDENDUM TO IFB

IFB Number: 14-015/JW

IFB Title: Term Contract for Aviation Fuel for Jack Brooks Regional Airport

IFB Due: **11:00 am CST, Tuesday, June 24, 2014**

Addendum No.: 2

Issued (Date): June 5, 2014

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 proposals to have been proffered in recognition and consideration of the entire IFB 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 proposal.** If the Proposal 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 Opening Date and Time, as stated above.

Reason for Issuance of this addendum: Revised Bid Form (Attached)

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 Bidder:

ATTEST:

Witness

Witness

Approved by ____ Date: _____

Authorized Signature (Bidder)

COO & CFO
Title of Person Signing Above

James E. Green
Typed Name of Business or Individual

222 West Colinas, Suite 1600
Address Irving, TX 75039

EPIC

Attachment A

Jefferson County Purchasing Department:
Term Contract for Aviation Fuel for
Jack Brooks Regional Airport
IFB 14-015/JW

- Fuel Specifications
- Sample Lease Agreement

AVGAS 100LL

Per ASTM D910 Table 1

			ASTM Test Method
Knock value, lean mixture			
Motor Octane Number	min	99.6	D2700
Aviation Lean Rating	min	100	D2700
Knock value, rich mixture			
Octane number	min		D909
Performance number	min	130	D909
Tetraethyl lead, mL			D3341 or D5059
TEL/L	max	0.53	
gPb/L	max	0.56	
Color		Blue	D 2392
Dye content			
Blue dye, mg/L	max	2.7	
Density at 15°C, kg/m3		Report	D1298 or D4052
Distillation			D86
Initial boiling point, °C		Report	
Fuel Evaporated			
10 volume % at °C	max	75	
40 volume % at °C	min	75	
50 volume % at °C	max	105	
90 volume % at °C	max	135	
Final boiling point, °C	max	170	
Sum of 10 % + 50 % evaporated temperatures, °C	min	135	
Recovery volume %	min	97	
Residue volume %	max	1.5	
Loss volume %	max	1.5	
Vapor pressure, 38°C, kPa	min	38	D323 or D5190
	max	49	or D5191
Freezing point, °C max	max	−58	D2386
Sulfur, mass %		0.05	D1266 or D2622
Net heat of combustion, MJ/kg		43.5	D4529 or D3338
Corrosion, copper strip, 2 h at 100°C	max	No. 1	D130
Oxidation stability (5 h aging)			D873
Potential gum, mg/100 mL	max	6	
Lead precipitate, mg/100 mL	max	3	
Water reaction			D1094
Volume change, mL	max		
Electrical conductivity, pS/m	max	450	D2624

Jet A

Per ASTM D1655-11 Table 1

Property	Specification Limits		ASTM Test Method
COMPOSITION			
Acidity, total mg KOH/g	max	0.1	D 3242
1. Aromatics, vol %	max	25	D 1319
2. Aromatics, vol %	max	26.5	D 6379
Sulfur, mercaptan,C mass %	max	0.003	D 3227
Sulfur, total mass %	max	0.3	D 1266, D 2622, D 4294, or D 5453
VOLATILITY			
Distillation temperature, °C:		C/F	D 86 D 2887
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	max	1.5	
Flash point, °C	min	38	D 56 or D 3828
Density at 15°C, kg/m3		775 to 840	D 1298 or D 4052
FLUIDITY			
Freezing point, °C	max	−40/-40	Jet A - D 5972, D 7153, D 7154, or D 2386
Viscosity −20°C, mm2/s	max	8	D 445
COMBUSTION			
Net heat of combustion, MJ/kg	min	42.8	D 4529, D 3338, or D 4809
One of the following requirements shall be met:			
(1) Smoke point, mm, or	min	25	D 1322
(2) Smoke point, mm, and	min	18	D 1322
Naphthalenes, vol, %	max	3	D 1840
CORROSION			
Copper strip, 2 h at 100°C	max	No. 1	D 130
THERMAL STABILITY			
JFTOT (2.5 h at control temperature of 260°C min)			
Filter pressure drop, mm Hg	max	25	D 3241
Tube deposits less than		3	
No Peacock or Abnormal Color Deposits			
CONTAMINANTS			
Existent gum, mg/100 mL	max	7	D 381, IP 540
Microseparometer, Rating			D 3948
Without electrical conductivity additive	min	85	
With electrical conductivity additive	min	70	

AVIATION REFUELER LEASE AGREEMENT
(OFF ROAD USE ONLY VEHICLE)

THIS AGREEMENT made and entered into this _____ day of _____, 2014 by and between **EPIC Aviation, LLC** having its principal office at 3841 Fairview Industrial Dr. SE, Suite 150, Salem, OR 97309, hereinafter referred to as "Lessor," and _____, hereinafter referred to as "Lessee,"

Lessor agrees to deliver and lease to Lessee for Lessee's use on the **Airport,** the aviation refueling truck or trucks (hereinafter referred to as "Refueling Equipment") described as indicated in Addendum "A" to this agreement (the "Agreement").

This confirms the Lessor's and Lessee's mutual understanding that the Refueling Equipment described on the attached Addendum "A" is, as of the above date, leased to Lessee subject to the following terms and conditions:

1. For the use of said Refueling Equipment during the term hereof, Lessee hereby agrees to pay Lessor the rental set out in the Addendum "A," plus all applicable sales, property, and use tax; said rental be paid to Lessor in advance on the first day of each month, and to commence as of _____ or **upon delivery (whichever is later)**. Lessor shall be permitted to increase said rental while Agreement is in effect by giving Lessee at least sixty (60) days advance written notice of the effective date of said increased rental. In the event of an increase in the rental, Lessee shall have the right to terminate this Agreement on the effective date of said increase by giving Lessor at least thirty (30) days advance written notice of its intention to terminate on said effective date.

2. This Agreement shall remain in effect for a minimum primary term commencing on the date of execution and continuing for three (3) years. Thereafter this Agreement shall automatically renew for subsequent equal periods unless notice of intent to terminate at the end of the then current term is delivered in writing by either party. Such notice shall be delivered at least ninety (90) days and no more than one hundred twenty (120) days prior to the end of the then current term. If for any reason Lessee does not lease said Refueling Equipment, including any additional Refueling Equipment leased hereunder or substituted Refueling Equipment exchanged at the request of Lessee, for at least thirty-six (36) months, whichever is longer, Lessee agrees to pay Lessor a sum equal to twice the cost of delivering said Refueling Equipment to Lessee. Said sum shall not exceed **$XXXX** per unit.

3. The Refueling Equipment shall at all times remain the exclusive property of Lessor and nothing in this Agreement shall be construed to transfer any ownership right or interest to Lessee in the Refueling Equipment. Lessee shall, at all times, at its sole cost, keep the Refueling Equipment free and clear from all liens, encumbrances, levies, attachments or other judicial process from every cause whatsoever (other than a claimant through the act of Lessor), and shall give Lessor immediate notice thereof and shall indemnify and hold Lessor harmless from any loss or damage, including attorneys' fees, caused thereby.

4. Lessee shall exercise exclusive supervision and control of the Refueling Equipment during the term of this Agreement and Lessee shall allow only qualified and duly trained operators to use, operate, maintain and/or repair the Refueling Equipment. Lessee shall, at all times, ensure that the Refueling Equipment is used, operated, maintained and repaired in a careful and prudent manner, and in complete compliance with the manufacturer's specifications. Lessee shall, at its own cost and expense, ensure strict compliance with, and conformance to, all applicable laws, rules, ordinances, codes and regulations (be they federal, state, local or otherwise) relating in any way to human health and safety, the environment or the possession, use, maintenance or repair of the Refueling Equipment.

5. The Refueling Equipment shall not be removed from the location specified above without the prior written consent of Lessor.

6. Lessee shall not make any modifications or alterations to the Refueling Equipment without the express, written permission of Lessor. In the event Lessor grants such permission, a condition of any consent to such modification or alteration shall be that all cost of modifying, altering and restoring the Refueling Equipment shall be solely borne by Lessee.

7. Prior to the delivery of each unit of Refueling Equipment covered by this agreement, Lessee shall obtain and maintain in force at all times during the term of this agreement insurance coverage listed below extending to the Refueling Equipment as shown in Addendum "A". Minimum limits are required, or such higher limits as may be required by state or federal law or regulation.

   Lessee shall furnish Lessor with certificates evidencing such insurance. Such certificate shall specify the leased equipment by VIN number as being covered in the policy. **Lessor must be specified as additional insured's** (with respect to the operation of Lessor's named equipment) under the policy.

Commercial General Liability Coverage	Minimum Limit
Aviation general liability, including airport premises	$1,000,000.00 Combined single limit per accident
Property Coverage	
Mobile equipment property (Inland Marine)	As Required*

* Lessee assumes all risk of loss of, or damage to, the Refueling Equipment. Lessee shall be responsible for all loss of or damage to the Refueling Equipment from any cause whatsoever during the term of this Agreement. Such responsibility is limited to the full replacement value of the Refueling Equipment, as shown in Addendum "A".
In the event that Lessee fails to obtain and maintain such insurance or fails to provide Lessor with certificates evidencing such insurance, Lessor may at their discretion terminate said lease or purchase such insurance on Lessee's behalf and at Lessee's expense and Lessee shall be obligated to pay the entire cost of such insurance with the next monthly rental payment.

8. Lessee shall indemnify, defend, and hold harmless Lessor, any subsidiary and affiliated companies (collectively "lessor and its affiliates"), and their respective directors, officers, agents, and employees, from and against all expense (including attorneys fees), liabilities, and claims of whatsoever kind and nature, including but not limited to, those for damage to property (including lessee's property) or injury to or death of persons (including lessee), directly or indirectly resulting, or alleged to result, from anything occurring from any cause on or about or in conjunction with the maintenance, upkeep, repair, replacement, operation, or use of any premises owned and/or operated by the lessee, or anything located thereon, or otherwise resulting from or in conjunction with the lessee's use of the Refueling Equipment or the operations or products of lessee or the negligence of lessee. Said Refueling Equipment, if not new equipment, is leased "as is" without warranty. New equipment will carry the extent of the refueler manufacturer's warranty as stated in the operating manual that accompanies the equipment. It is also agreed that Lessee shall not add to or remove from said Refueling Equipment any equipment or appurtenances without the written consent of the Lessor.

9. In the event of an accident, loss of, theft or damage to the Refueling Equipment, Lessee agrees to notify Lessor immediately by telephone, and thereafter, immediately report in writing to Lessor and the public authorities (where required by law) all information deemed relevant thereto by Lessor.

10. It is further understood and agreed that each party accepts the applicable responsibilities listed in the attachment hereto, entitled Lessee/Lessor Responsibilities, which is incorporated herein by this reference. Lessor shall be permitted access to inspect the Refueling Equipment at all reasonable times.

11. Upon the expiration, cancellation or termination of this Agreement or any Lease (including any cancellation or termination occurring after or in connection with an Event of Default hereunder), Lessee shall perform any testing and repairs required to place the units of Equipment in the same condition and appearance as when received by Lessee and in good working order for the original intended purpose of the Equipment. Lessee shall remove installed markings that are not necessary for the operation, maintenance or repair of the Equipment. All Equipment will be cleaned, cosmetically acceptable, and in such condition as to be immediately installed into use in a similar environment for which the Equipment was originally intended to be used. All waste material and fluid must be removed from the Equipment and disposed of in accordance with then current waste disposal laws. Lessee shall pay for all costs to comply with this Section 11.

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Without limiting the foregoing, upon return, each unit of Equipment must be clean, in good appearance, and in operable condition, and shall meet all of the following conditions:

a. Cab will be free from significant body damage:
   i. Glass will be intact
   ii. Interior will be clean
   iii. Gauges will operate
   iv. Lights will operate

b. Mechanical Power Train
   i. Engine and transmission will start and function normally
   ii. Differential will be free of excessive noise

c. Pumping system– will be complete and free from damage

d. Tank– will be free of leaks and significant body damage or tank dents

e. Entire Unit – will perform in its entirety as an aircraft refueler, that is, it will pump fuel on demand and shut down on demand, and fully conform to ATA 103 standards, and shall pass all requirements and checks contained within ATA 103 pertaining to aircraft refueling vehicles.

12. Until Lessee has fully complied with the requirements of Section 11 above, Lessee's Rent payment obligation and all other obligations under this Agreement shall continue from month to month notwithstanding any expiration, cancellation or termination of the corresponding Term. During such month to month period, Lessor may terminate Lessee's right to use the Equipment upon ten (10) days' notice to Lessee.

13. In the event of default of this Agreement or any other contract between Lessor and Lessee, Lessee shall allow Lessor to peaceably enter the premises where the Refueling Equipment is located and render it inoperative or remove it without legal process and without notice or liability to Lessee. Lessee hereby waives any right to a hearing or to receive any notice of legal process, as a pre-condition for Lessor recovering the Refueling Equipment. The remedies provided herein are not exclusive, but shall be cumulative and in addition to all other remedies existing at law or in equity, any one or more of which may be exercised simultaneously or successively.

14. This agreement supersedes and takes place of all former agreements, and amendments thereto, heretofore entered into between the parties covering the lease of Refueling Equipment at the location above stated.

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15. This Agreement shall be interpreted and construed in accordance with the substantive and procedural laws of the State of Oregon, notwithstanding any choice of law rules. Any legal action instituted by either party pertaining to this Agreement or the Refueling Equipment shall be instituted in the Circuit Court for Marion County, Oregon. Lessor and Lessee each specifically consent to the jurisdiction of the courts of the State of Oregon and waive any objection to jurisdiction in the State of Oregon or venue in Marion County Circuit Court, including, but not limited to, any objection based on the inconvenience of the forum or venue.

16. In the event of any action to enforce this Agreement or to seek a declaration of right or responsibilities hereunder, the prevailing party shall be entitled to its reasonable attorneys' fees, at arbitration, trial and upon appeal, in addition to all other costs and expenses allowed by law.

17. When duly executed, this agreement shall be binding upon and shall inure to the benefit of the parties hereto, their respective heirs, executors, administrators, successors and assigns; provided, however, that Lessee shall not assign this agreement in whole or in part without the prior written consent of Lessor; and provided further that Lessor's consent shall not be unreasonably withheld if reasonable requirements imposed by Lessor are first met. If Lessee is a corporation, partnership, or other business entity, the sale, assignment or other disposition or transfer of any interest in such entity shall be deemed an assignment of this agreement or rights there under for purposes of this paragraph.

18. Lessee shall be solely responsible for and pay any and all license fees, assessments, sales, use and other taxes, including, but not limited to, sales and personal property taxes, relating in any way to the Refueling Equipment.

EXECUTED the day and year first above written.

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EPIC AVIATION, LLC **name**

By _____ **By** _____

Lessor Lessee

Date _____ **Date** _____

ADDENDUM "A" TO
AVIATION REFUELER LEASE AGREEMENT
(OFF ROAD USE ONLY VEHICLE)

This is an addendum to an Aviation Refueler Lease Agreement made on _____, between **EPIC AVIATION, LLC** of Salem, Oregon the "Lessor", and the "Lessee."

Name

Unit #

Make

Serial/VIN #

Tank Size

Lease

Options

Replacement Value

Effective _____ **or upon delivery (whichever is later)**

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EPIC AVIATION, LLC **Customer name**

By _____ **By** _____
Lessor Lessee

Date _____ **Date** _____

Addendum "B"
Certificate of Acceptance and Inspection

EQUIPMENT LEASE DATED: _____
Referencing the following equipment:

Vehicle: R# **Year/make:**
VIN# **Tank size:**

Lessor: **EPIC AVIATION, LLC**
P.O. Box 12249
Salem, OR 97309

Lessee: **name**

Miles:		**Hours:**	
Meter 1:		**Meter 2:**	

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Note: The following must be performed prior to accepting the vehicle and using the vehicle for fueling.

Refueler Truck Condition

		OK	Repair	Comments
1	Air Filter			
2	Oil Filter			
3	Engine Fuel Filters			
4	Chassis Lube			
5	Antifreeze - level of protection			
6	Fire Extinguisher Seal			
7	Engine Operation			
8	Belts			
9	Coolant System - leaks			
10	Lights, Fuses, Lenses, Reflectors			
11	Batteries and cable terminals			
12	General tightness - Cab and Chassis			
13	Brakes - Check			
14	Brake Interlocks			
15	Engine Oil - level			
16	Transmission Fluid - level			
17	Hydraulic fluid - level (if applicable)			
18	Coolant - level			
19	Tires - condition, inflation			
20	Dispensing System - leaks			

21	Water Sumps - drain			
22	Nozzles - ground wires, dust caps			
23	Windshield Wipers, Arms, Blades			
24	Cleanliness			
25	Windows - condition			
26	Fuel System			
27	Exhaust System			
28	Cooling System			
29	Ignition System			
30	Electrical Charging System			
31	Starting System			
32	Refueling Electrical System (if applicable)			
33	Air Reservoir, Drains, Cables, Relief Valves			
34	Refueling Air Control System (if applicable)			
35	U-Joints - condition			
36	Bonding reel			
37	Meter - seal			
38	Product Tank Top - condition, drains clear			
39	Product Tank Interior - inspection			
40	Dome lids, gaskets, vent hood			
41	Hose Reels - condition			
42	Product Hoses - condition			
43	Product Identification Signs			
44	Product Filter Vessel and Filters - sealed, inspected			
45	Paint - condition			
46	Product Pump - condition, leaks			
47	Manual in Cab			

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Refueler Truck Quality Control

		OK	Repair	Comments
1	**Drain the Following:**			
	Hoses			
	Tank Drains			
	Filter Drains			
	Bottom Load			
2	**Fill Product Tank - check for leaks**			
3	**Test Pre-Check**			
4	**Recirculate all Hoses** (500 gallon for overwing, 1,000 underwing)			
5	**Micro Filter Test** (if required)			
6	**Test Pressure Control System** (if required)			
7	**Additive Injector Check Calibration** (if required)			
8	**Test Emergency Shut Off**			
9	**Test Deadman Shut-down** (if required)			

10	**Check Filter Drain**		
11	**Check Tank Sump Drain**		
12	**Check Nozzle Screens**		

RMS Certification
Unit meets required Q.C. standards.

Sign_____Date_____

RMS signature required, if equipment found to be in good working order and condition.

Lessee Aknowledgement
The Lessee acknowledges that the Equipment described in the above referenced lease was received at the location(s) set forth in the lease and was unconditionally accepted by the Lessee on (date) _____in good working order and condition.

IMPORTANT! LESSEE MUST FILL IN DATE ABOVE!

_____
Name of Lessee

By _____ Title _____

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LESSEE/LESSOR RESPONSIBILITIES

LESSEE RESPONSIBILITIES

The Lessee shall at Lessee's expense, maintain the equipment at all times in good, safe and efficient operation condition, and to that end shall:

1 Furnish all fuel, engine oil, hydraulic fluids, lubricants and coolants at prescribed levels. **Do not use Avgas Fuel in a Gas Powered Refueler or Jet Fuel in a Diesel Powered Refueler. Use appropriate fuel only, such as Unleaded Gas or Diesel.**

2 ***All model year 2007 or newer diesel engines must be fueled with ultra low sulfur diesel as prescribed by chassis manufacturer.***

3 ***All damage to the engine and related expenses caused by the use of Avgas, Jet fuel or non spec diesel in Refueling Equipment will be the responsibility of the Lessee.***

4 Lessee shall keep complete and accurate maintenance records and Lessor shall be entitled to inspect the Refueling Equipment and the maintenance records at any time during regular business hours.

5 Engine oil change, including change of oil filter and chassis lubrication, shall be performed every two hundred (200) hours of use or three (3) months whichever comes first. Air filter shall be changed at least once a year or sooner if condition dictates.

6 Lessee shall maintain a 50/50 mix of antifreeze and water in the Refueling Equipment cooling system.

7 Make all repairs necessitated by neglect, abuse, normal wear and tear, including **but not limited to** the following chassis and equipment maintenance and repairs:

- Furnish and install spark plugs, ignition points and condenser and adjust timing.
- Service air filter, furnishing oil or replacement element as required.
- Furnish and install engine accessory drive belts.
- Furnish and install cooling system hoses and correct leaks.
- Furnish and install light bulbs, sealed beams, fuses, lenses, reflectors and broken glass.
- Maintain and charge batteries, replenish water, clean terminals, furnish and install new batteries and cables.
- Clean engine fuel line sediment bowls, furnish and install fuel filter elements.
- Inspect recharge and certify all fire extinguishers.
- Furnish and install brake fluid and adjust brakes as needed
- Drain water sumps as required.

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- Furnish and install new dispensing nozzles, ground wires, connectors and ground wire reels.
- Furnish and install replacement windshield wiper blades, arms and hoses.
- Pay for meter calibration, and licensing, required by city, county or state authority. Lessor assumes no responsibility for non-compliance of these licenses.
- General tightening of chassis, body and tank. Correct any leaks in the dispensing apparatus repairable by tightening and/or gasket replacement.
- Furnish and install replacement aviation product filters.
- Maintain and or replace Pump, PTO, and Product Delivery System

8 Lessee shall maintain proper torque of wheel lug nuts and tire pressure. Lessee shall repair and change tires as necessary.

- Tires shall be of matched generic type and tread design as originally supplied and have a minimum of 10/32nds remaining tread. Front tires will be original casings (recapped casings are acceptable for the rear tires)

9 All Refueling Equipment maintenance and or operational manuals as supplied with Refueling Equipment shall be returned with vehicle when equipment is returned to Lessor.

LESSOR RESPONSIBILITIES

1. **EPIC Aviation, LLC** shall provide major repairs and/or replacement for vehicle drive train (engine, transmission, differential) which, in **EPIC Aviation, LLC** sole judgment are not necessitated by Lessee's neglect, abuse, accident or failure to perform maintenance.

2. All other repairs and replacement of the equipment, which **EPIC Aviation, LLC** deems necessary or desirable, shall be made by and at the expense of the Lessee. Lessee shall give **EPIC Aviation, LLC** prompt notice, prior to work being done, of any maintenance or repair which Lessee is not obligated to make hereunder, but which Lessee deems necessary. If Lessee fails to perform any maintenance or repair which Lessee is obligated hereunder within ten (10) days after notification and request by **EPIC Aviation, LLC**, may (without prejudice to its other rights on account of such breach of the Lease) perform such maintenance or repair and shall be reimbursed by Lessee on demand for all costs incurred by **EPIC Aviation, LLC** relating to the necessary maintenance or repair including any additional operating expenses resulting there from. Without **EPIC Aviation, LLC** prior written consent, Lessee shall not make any alterations of, additions to, or removals from the equipment or **EPIC Aviation, LLC** identification and lettering thereon. **EPIC Aviation** shall have the right at any time to inspect, repair and replace equipment and, for such purpose, to enter any premises where the same is located.

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EPIC Card℠ Benefits

- Accepted at thousands of locations around the world.
- No fuel releases required. Swipe and go!
- Assign EPIC Cards to tail numbers and/or pilots online.
- Receive fuel pricing reports electronically and import directly into your scheduling software.
- Get preferred fuel pricing and ancillary services with no additional fees.
- View billed/unbilled invoices and payments, see statement history and reconcile your account online.
- Review, approve and pay invoices online using EPIC Secure Pay℠.
- Earn an additional Bravo℠ Rewards Point (at participating FBOs) with every EPIC Card fuel purchase when the FBO awards Bravo Points. Not a member yet? Join today by going to MyBravoPoints.com

BRAVO REWARDS

- Use iGo EPIC℠ app to view custom EPIC Card pricing at EPIC Card Network Locations. Download iGo EPIC for your Smartphone or iPad today!

iGo EPIC

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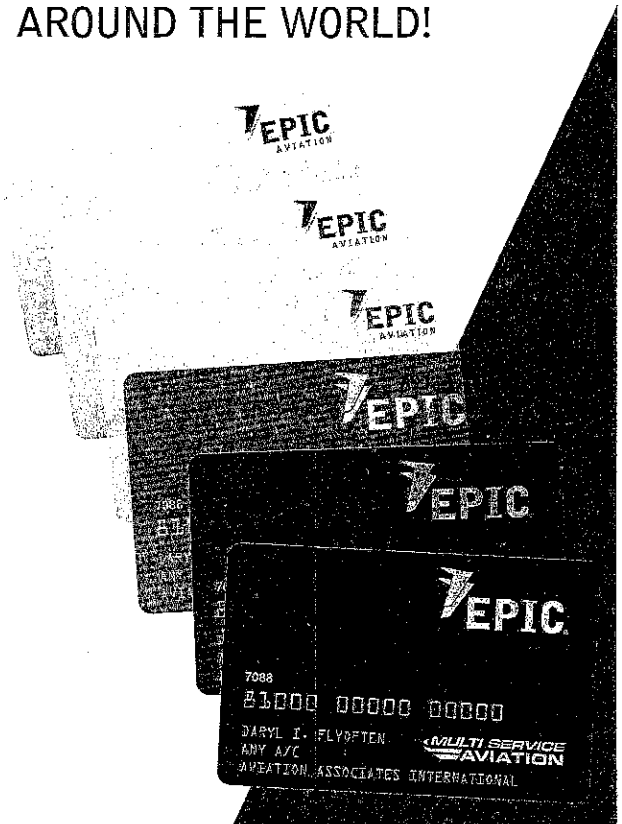
TRULY **EPIC** PERFORMANCE...

USE THE **EPIC** CARD AROUND THE WORLD!



Apply today at EPICCardServices.com
Questions? Call 877.247.2772

EPIC CARD APPLICATION

The business entity described below ("Company") makes application to EPIC Card Services ("EPIC") for an EPIC charge card, for commercial or business purposes only. Company has obtained permission to include application information that personally identifies an individual, including their consent to transfer, process, store, use and disclose it internationally for lawful purposes.

GENERAL INFORMATION

Company's Legal Name:

Company Name:

President/Owner Name:

Billing Contact Name:

Billing Address:

City: State: Zip:

Contact Telephone:

Fax:

Email Address:

Shipping Address for EPIC Cards (physical address):

City: State: Zip:

Federal Tax ID Number:

Year of Company Registration:

Dun & Bradstreet Number:

Parent Company:

Parent Company Line of Business:

Monthly Credit Line Requested:

Annual Gallons of Fuel Purchased:

FINANCIAL INFORMATION

Bank:

Address:

Contact Name:

Telephone:

Fax:

Account Number:

USA- I-14

FLIGHT OPERATIONS INFORMATION

Contact Name:

Position/Title:

Telephone:

Fax:

Email Address:

Hangar Address:

City: State: Zip:

Base Airport Name and ICAO:

Does Company operate a fuel farm?

Area of Flight Operations: ☐ Domestic ☐ International

Interested in Loyalty/Rewards Programs? ☐ Yes ☐ No

Scheduling Software Used:

How did you hear about the EPIC Card℠?

AIRCRAFT FLEET LIST (List additional aircraft on separate paper)

Aircraft Type	Registration Number	Number of Cards Requested

If you require additional cards without aircraft registration (i.e. for pilots to use with any aircraft) please state how many:

Please state how you would like the name of your company to appear on all card(s):

AUTHORIZATION AGREEMENT & SUBMISSION

Company hereby applies for an EPIC Card℠ and represents, warrants and agrees that all information is true and correct and that EPIC may, from time to time: (1) order credit reports and obtain other information on Company, from financial information listed; (2) use and disclose all information for verification and to maintain, enforce, and collect on any resulting account; and (3) furnish information to credit agencies and others, including affiliates.

By signing or submitting this application, Company agrees that it will be legally bound by the EPIC Card Account Agreement delivered with any card(s) issued if it does any of the following: (i) uses or allows others to use a card or fails to prevent use (including unauthorized use); (ii) activates a card (or allows others to do so) pursuant to instructions delivered with it; or (iii) without doing (i) or (ii), fails to terminate the card account within 30 days after its receipt of any card.

Company's Legal Name:

Authorized Officer's Signature:

Print Name:

Title:

Date:

CONTACT EPIC CARD SERVICES

Questions? Please contact us at 877.247.2772 or info@EPICCardServices.com

Fold, seal and mail (postage paid) or fax to 503.763.7885

EPIC Card Services
PO Box 12249
Salem, OR 97309-0249

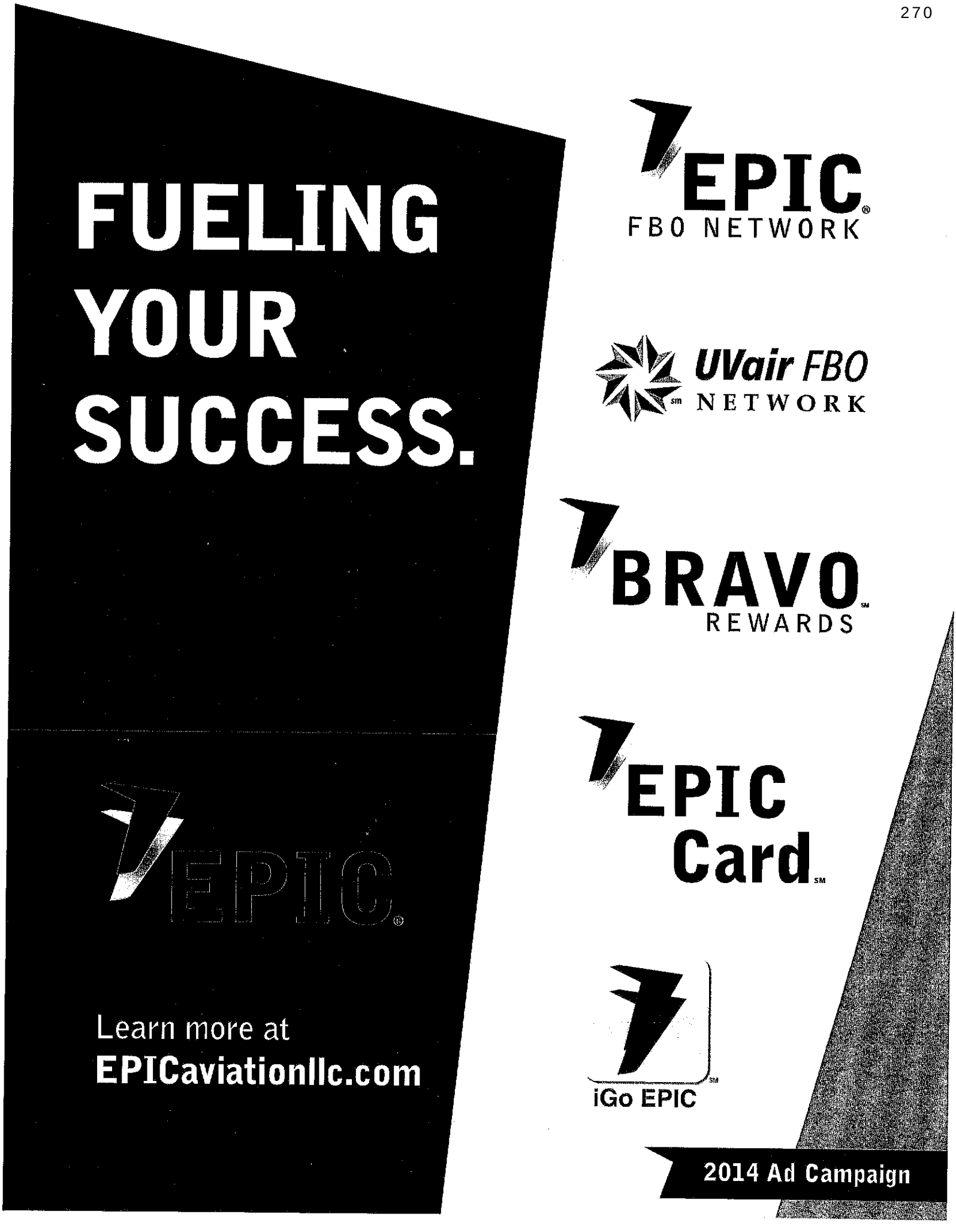
FBO REFERRAL

Employee Name:

Dealer ID # or Name:

EPIC 269
FUELING YOUR SUCCESS.

TO EXPOSE ADHESIVE, REMOVE LINER


FUELING
YOUR
SUCCESS.
EPIC
FBO NETWORK
UVair FBO
NETWORK
BRAVO
REWARDS
EPIC
Card
EPIC
Learn more at
EPICaviationllc.com
iGo EPIC
2014 Ad Campaign

THE EPIC DIFFERENCE

As an EPIC FBO, you become an important part of a distinguished network of FBOs throughout the United States and Canada. EPIC focuses on proven best practices, as well as innovative ways of doing business which offer extensive value to FBOs and Flight Departments.

EPIC PROVIDES:

- Partnership approach to identify opportunities to bring new business to your ramp
- Customized solutions to address your business needs
- Powerful training programs specific to your needs - seminars and online training resources
- Sales, technical and marketing experts with hands-on aviation expertise
- Regional representatives committed to serving your needs 24/7/365
- Resources which reduce your cost of doing business
- Extensive fuel supply network
- Valuable insight on working with commercial, reseller and government accounts

OUR COMMITMENT TO YOU

Through talent, innovation, reliable supply, dedicated regional support teams and financial strength we will deliver unparalleled service and value to our customers. We guarantee 100% satisfaction with the level of service you receive.

A TEAM YOU CAN COUNT ON

EPIC customers work with a team of professionals including many that have extensive experience in aviation as pilots (GA and commercial), charter management, FBO management, line service, customer service and event management. This aviation experience makes the EPIC team equipped to address routine and unique challenges that may arise. Your Regional Sales Manager will work with you from the time you consider branding with EPIC, through your fuel brand transition and in the years to come. We believe the sales role doesn't end when you sign the contract - it's really just the start of a long term relationship.

RELIABLE SUPPLY

EPIC operates an aviation fuel supply system that provides reliable and redundant supply of Jet-A and Avgas. EPIC's supply system consists of nearly 300 supply points in the U.S. and Canada selected to provide customers with a reliable and secure fuel supply. The system utilizes a broad network of refineries, terminals, pipelines, and railcars to serve over 4,000 diverse customers including FBOs, airlines, cargo operators, business aviation flight departments and resellers. This combination of inventories, terminals and transportation resources provide flexibility and redundancy to keep our customers fully supplied during supply interruptions. We have long term purchase arrangements with most suppliers in the energy markets.

EPIC applies a "vetting" process to all suppliers, terminals and trucking companies involved in supplying aviation fuels. This ensures only qualified companies whose system and processes meet or exceed all industry standards for supplying and handling aviation fuel are used.

CONTINUOUS SUPPLY

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. The representative is closely supported by our headquarter's team of industry experts assuring timely and effective issue correction. Available options include, but are not limited to, standby refuelers, expedited repair of faulty equipment and/or replacement of fuel. In the event the primary supply point experiences an outage an identified alternate supply point will be used to assure a continuous and reliable supply of fuel. We will make every effort to help your FBO maintain operational readiness at all times.

EASE OF ORDERING

You'll find EPIC's fuel ordering process quick and efficient via a dedicated toll-free number for ordering staffed normal business hours by a knowledgeable Customer Service Representative (CSR). You will also have the option of ordering online or via email, if that is your preference. Our CSRs will be accountable for your delivery from order through invoice to ensure the highest quality dispatch service. The toll-free number is available after-hours for urgent fueling requests.

RISK MANAGEMENT

Our Risk Management Department has the experience you need to keep your operation running smoothly. Annual audits are required at our branded FBO facilities to ensure the highest of fuel quality throughout the EPIC FBO Network℠. Your safety and the safety of your customers are extremely important to us.

RISK MANAGEMENT SPECIALISTS

You'll have an EPIC Risk Management Specialist (RMS) that is dedicated to your region of the country and your FBO. Your RMS is a NATA Safety 1ST Trained Auditor and will perform quality control and safety audits of your operations and equipment. This ensures the highest level of safety and compliance with industry standards in your day to day operations. You'll also find the RMS to be a great resource in troubleshooting equipment issues, assisting in incident response or for consultation on other technical and line service topics.

RISK MANAGEMENT FOR FUEL SUPPLY

EPIC's common carriers are contracted, trained and vetted to EPIC's standards. All carriers must use grade-dedicated trailers. In case you ever need help at time of disaster, EPIC has a natural disaster response team that monitors weather conditions which could pose a threat to our fuel supply and transportation network. The team is experienced in advance planning, pre-positioning fuel, and working with local, state, and federal agencies to facilitate timely deliveries when conditions safely allow.

INSURANCE

EPIC's focus and reputation for risk management is designed to protect our branded FBO network and compels us to offer additional insurance coverage to EPIC branded FBOs. We are proud to offer $50 million in excess product liability coverage at no charge for qualified branded FBOs. This is excess product coverage above your primary policy for claims arising from the sale of EPIC products. This additional protection is vital in the aviation service industry.

For FBOs who can meet more rigid guidelines, you'll have the opportunity to join the EPIC Insurance Program with Aviation General Liability coverage up to $100 million or more. Our members have realized reduced premiums and increased coverage driven by volume purchasing combined with our pro-active loss control program and strict safety standards. These insurance programs add up to financial savings and greater peace of mind for your operation's financial security.

TRAINING OPPORTUNITIES

Safety, quality control and training excellence have always been priorities to EPIC. In our industry NATA Safety 1st is the clear leader in training programs, so EPIC has established a partnership to bring EPIC and UVair FBO Network℠ branded FBOs the opportunity to receive NATA Safety 1st training at substantially reduced prices. Perhaps, as important as quality and price is the convenience offered through the NATA Safety 1st online training platforrn which allows you to have your FBO team members trained at times that are convenient and practical to your business operations.

NATA SAFETY 1ST TRAINING PROGRAM BENEFITS

- High tech, most up to date course content
- Train when and where you wish, online coursework is available at your convenience 24/7/365
- Wider range of subject matter available to the student than with any other aviation industry programs
- EPIC and UVair FBO Network branded locations participate in NATA training programs at a substantially discounted price and you save in 3 ways:
    1. EPIC has negotiated discounted base prices with NATA
    2. EPIC subsidizes a substantial part of the training program cost
    3. Maximum savings for FBOs who are also NATA members

WHAT'S OFFERED

EPIC branded FBOs have access to the following NATA Safety 1st online training programs through our new partnership program:

- NATA Safety 1st Professional Line Service Training (PLST)
- Initial training program for new line service staff
- Recurrent training coursework for completion every 2 years
- Includes PLST and Fire Safety Certificates
- NATA Safety 1st Supervisor's Training*
- Safety and Health Training for Aviation Facilities (OSHA)
- De/Anti-icing
- Customer Service, Safety & Security (CSSS)

* At least one Supervisor at every location on a Part 139 airport must complete this training every 2 years

HANDS-ON TRAINING

The other critical component of our training offer is hands-on training which is held as new FBOs join our network. The hands-on training is taught by EPIC's Risk Management Specialists and provides sought after instruction for experienced, as well as entry-level, line service professionals.

MARKETING SUPPORT

The EPIC marketing team is available to support your marketing initiatives by providing creative input, marketing strategy assessment and design consultation. This includes feedback regarding your marketing identity through your website, printed materials and advertising. These ideas will serve as the foundation to develop a solid marketing plan.

MEDIA EXPOSURE

The identity and quality standards of the EPIC FBO Network℠ are exemplified through a wide array of promotional efforts within General Aviation (primarily Business Aviation) print and online media.

EPIC recognizes the value of advertising exposure for our FBOs. We showcase branded FBOs through advertising in publications and digital options to create greater awareness of locations within the EPIC FBO Network. These range from ads and/or announcements welcoming FBOs, to showcasing FBO achievements, to general brand family exposure. As GA print and online options evolve, we're constantly assessing the best places for brand exposure for the benefit of the EPIC FBO Network.

CUSTOMER PRESS RELEASES & PUBLIC RELATIONS

EPIC composes and distributes customer-specific press releases by way of extensive media distribution lists domestically and globally. Upon becoming an EPIC FBO, you will be featured in a press release distributed to all major aviation media. Additionally, the EPIC Marketing Department is available to assist you with development and/or distribution of future press releases regarding significant news specific to your FBO.

COOPERATIVE ADVERTISING PROGRAM

EPIC offers a flexible cooperative advertising program. On average you accumulate $0.005 per gallon on all fuel purchased from EPIC. Uniforms, specialty items and any print media that includes the EPIC logo are eligible for up to 50% reimbursement depending on your account balance. The EPIC Marketing Department provides valuable consultation on these various options to maximize your cooperative advertising and overall budget.

PROCESSING SYSTEMS

COMPASS

EPIC's proprietary Compass Transaction Management System℠ (Compass) provides a wide range of features for securely processing transaction data. As the payment card industry mandated compliance with a significant list of measures to protect the storage and processing of cardholder data, Compass was created with those mandates in the forefront of its design and development.

Over 200 branded FBOs use Compass exclusively to process all their transactions, including all direct bill transactions. The product includes direct-interface with electronic fuel metering systems such as QTpod. Recent enhancements have included product integration of open invoice processing, customer service notes and fuel meter data entry and tracking.

Compass provides unique value in your ongoing desire to streamline processing. Plus, ongoing enhancements based on FBO feedback and experiences strengthen its value even further.

UTILIZE COMPASS FOR THE FOLLOWING TRANSACTIONS:

- EPIC Card℠
- UVair Fuel Card℠
- American Express
- Discover Card
- MultiService Card
- U.S. Government AIRCard
- AvCard
- MasterCard
- Visa
- Direct bill accounts
- Card on file (by tail # look up)
- Bravo℠ point awards

EPIC DIRECT

EPIC Direct is a web-based transaction system designed to process ad hoc, airline, commercial, military, third-party reseller sales and NetJets in real time. Your FBO can reduce administrative burden and out of pocket expenses associated with into-plane operations by using EPIC Direct. Transactions are processed at 0% through electronic fuel releases, and will help your FBO's efforts to fully integrate and streamline your back office systems.

*Compass Transaction Management System℠ is a service mark of EPIC Aviation, LLC.

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WORKING TOGETHER . . . FUELING YOUR SUCCESS℠.

EPIC FBO NETWORK | UVair FBO NETWORK | BRAVO REWARDS | iGo EPIC | EPIC Card

EPIC CARD℠

The EPIC card gives your customer the ability to purchase discounted fuel, while providing your FBO a one-on-one relationship with the customer. Over 1900 corporate flight departments, charter operators and fractional companies enjoy the benefits of being an EPIC Cardholder. As of June 2014, the EPIC Card is cobranded with the U.S. Bank Multi Service Aviation Network providing Cardholders the ability to use their card globally at thousands of locations. Over 850 Cardholders are receiving weekly fuel pricing updates while others choose to rely on the convenience of account specific pricing information at EPICCardServices.com.

FBO BENEFITS

- Option to process at 0% or 1.75%
- Increase your bottom line by reducing processing fees with our preferred EPIC Card
- Exposure to top flight departments within Business Aviation
- Helps establish direct relationships between your FBO and EPIC Cardholders while building loyalty
- Manage discounts and pricing on EPICCardServices.com (retail minus or cost plus)
- Increase traffic to your ramp through a focused EPIC Card sales team and marketing assistance

FLIGHT DEPARTMENT PROGRAM BENEFITS

- Accepted at thousands of locations around the world
- No fuel releases required. Swipe and go!
- Assign EPIC Cards to tail numbers and/or pilots online
- Establish fuel pricing directly with the FBO
- Purchase ancillary services with no additional fees
- Additional Bravo℠ Rewards points with every EPIC Card fuel purchase when the FBO awards points
- Fuel pricing reports electronically and imports directly into Flight Department scheduling software
- Review, approve and pay invoices online using EPIC Secure Pay℠

SIMPLY STATED... IT'S A FUEL CARD OF EPIC PROPORTIONS.

*EPIC Card℠ and Bravo℠ Rewards are trademarks of EPIC Aviation, LLC.

BRAVO℠ REWARDS

EPIC's Bravo Rewards/loyalty program offers the most powerful value to its members and FBOs of any existing program in our industry. EPIC FBOs receive training and support tools to maximize the program for critical up-sell and relationship building opportunities.

An extensive promotional campaign is ongoing within aviation publications and online mediums. In addition to media exposure and customized Bravo promotions for special events, FBOs will receive images they can place on their own websites to be easily identified as a participating Bravo FBO. FBOs receive point-of-purchase displays, participating location static clings for doorways and extensive promotional literature. The program allows members to receive greater value and FBOs to have fewer costs as a result of EPIC assuming the administrative and marketing expenses for critical program elements.

MORE VALUE. MORE OPTIONS. MORE FLEXIBILITY.

The EPIC program is more than just pilot rewards. Our program recognizes the influence each flight department has in directing traffic to your FBO, so every flight department has the opportunity to receive Bravo points. Of course, pilots and crews can also receive Bravo points!

As a participating Bravo FBO your cost is only 2 cents per gallon (1 cent per point) with an option of providing additional points to maximize up-sell opportunities. FBOs also have the flexibility of setting the levels and requirements for qualified purchases. EPIC provides one additional point per gallon for all purchases made using the EPIC Card℠ as an added incentive to your customers. The EPIC Card bonus point per gallon will be fully funded by EPIC as long as the FBO has awarded at least 2 points per gallon for that transaction.

Bravo members can choose from more than 45 million merchandise, event and travel options. If they have something truly unique in mind, they can utilize the program's concierge service to find that perfect something. Plus, each year the Bravo program offers charity options, enabling members to donate points to a worthy cause.

YOU'VE NEVER SEEN A REWARDS PROGRAM LIKE THIS BEFORE.

*Bravo℠ Rewards and EPIC Card℠ are trademarks of EPIC Aviation, LLC.

EPICCARDSERVICES.COM

EPICCardServices.com provides instant access to critical account information through a variety of online tools and resources for your FBO management efforts. The site is also a valuable resource for EPIC Cardholders for their pricing and full account maintenance.

KEY FEATURES OF EPICCARDSERVICES.COM

- Set fuel and non-fuel product pricing
- Update pricing tiers and discounts by volume
- Manage customer specific pricing
- Enter special tax pricing specific to your location for transaction interface
- Convenient supply order process
- Rank products for display on PoS
- Control the details you want printed on invoices/receipts
- FBO locator
- Library of valuable FBO resources

EXTENSIVE REPORTING FUNCTIONALITY

A comprehensive set of reports can be printed, scheduled for delivery to your email or prepared in any file format necessary for importing directly into your administrative systems software.

Reporting available:

- Invoice lookup
- Daily transmittal
- Customer group list (relates to pricing categories)
- Daily and monthly fuel sales by volume
- Cardholder invoice details by date, account or tail#
- Custom pricing
- Sales by card type
- Many more options

REFUELERS AND PARTS

EPIC believes that our customers should have the highest quality aviation refuelers available on the market today, as well as flexible leasing terms (third party financing and straight lease). Our standard fuel trucks meet or exceed all NFPA 407 and ATA 103 specifications. Refuelers are available in one, three and five thousand gallon models. EPIC trucks come standard with diesel engines and automatic transmissions.

STANDARD EQUIPMENT ON EPIC JET REFUELERS:

- 300 gallons per minute rated
- Aluminum tanks
- Gorman Rupp pumps
- High level shut-off
- Sump/slop tanks
- One 2" underwing hose
- Two 1 ¼" overwing hoses
- Carter, OPW and Whitaker nozzles
- Facet or Velcon filter vessels
- Liquid Controls M25 and M7 meters
- Veeder-Root register with printers
- Hammonds or Viper additive injectors
- Integral brake interlock system

STANDARD REFUELERS

Jet-A - 5,000 and 3,000 gallon trucks

Avgas - 1,000 gallon trucks

PARTS SUPPORT

For your convenience, EPIC has a partnership with dedicated support to our FBOs through Mascott Equipment, a leader in aviation parts and services. As an EPIC FBO you'll have a dedicated phone line for all of your aviation parts support, from storage to product delivery to the aircraft.

Scheduler of the Quarter presented by

EPIC
FUELING YOUR SUCCESS.

"My scheduling has our flight operation down to a science."

Boston Scientific

Derek Fitzgerald always knew he wanted to be in aviation. Growing up in Glens Falls NY he began taking flight lessons while still in high school. After graduation in 1998 he enrolled in Daniel Webster College where he earned dual degrees in flight operations and aviation management, and later an MBA. Derek joined TAG Aviation at HPN (White Plains NY) in 2003 where he soon earned a Dispatcher's License. He has also earned NBAA Certified Aviation Manager (CAM) status. In 2011 a former supervisor told him about an opening with Boston Scientific, a worldwide developer, manufacturer and marketer of medical implant devices with flight operations based at BED (Bedford MA). Derek soon joined the company as flight operations coordinator. Today Derek schedules the firm's 2 Challenger 604s and the 5 pilots who crew them. He arranges all trip logistics, including hotels and rental cars, selects FBOs and negotiates fuel purchases. Derek is secretary of the NBAA's Schedulers and Dispatchers Committee and is working on arrangements for the group's upcoming convention in San Jose CA. "Derek makes a science of coordinating our flight operations," says Aviation Director John Kermashek. "His contribution is invaluable."

Derek Fitzgerald
Flight Operations
Coordinator

EPIC

WORKING TOGETHER . . . FUELING YOUR SUCCESS℠.

EPIC FBO NETWORK · UVair FBO NETWORK · BRAVO REWARDS · iGo EPIC · EPIC Card

2014 Ad Campaign

Creating success stories, one FBO at a time.

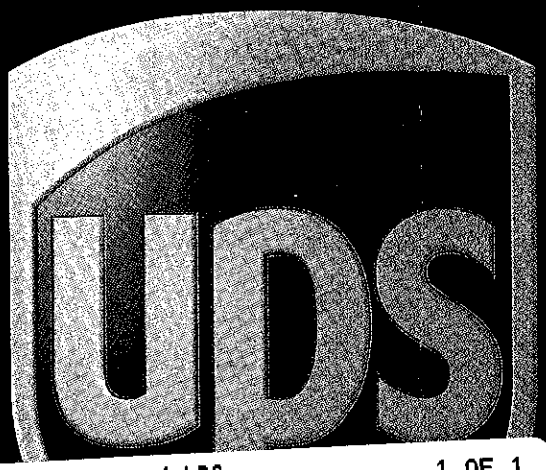
More than just a reliable fuel supplier, EPIC is a true business partner, offering industry-leading expertise, innovative customer solutions and proven quality assurance programs. Because our most important work is fueling your success.

EPIC®

FUELING YOUR SUCCESS.

EPICaviationllc.

2014 Ad Campaign



JEANETTE HAMILTON
5033623633
EPIC AVIATION, LLC
3841 FAIRVIEW INDUSTRIAL DR SE
SALEM OR 97302

4 LBS

1 OF 1

DWT: 16,11,3

SHIP TO:
COUNTY PURCHASERS
409-835-8593
JEFFERSON COUNTY PURCHASING DEPT.
1ST FLOOR
1149 PEARL STREET
BEAUMONT TX 77701-3638

TX 777 0-01

UPS 2ND DAY AIR

2

TRACKING #: 1Z 395 EW1 02 9429 8678

BILLING: P/P

Reference#1: 605200-260
Reference#2: KATHLEEN/JEANETTE

UIS 16.2.03. WNTIE100 51.0A 04/2014

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SEE NOTICE ON REVERSE regarding UPS terms, and notice of limitation of liability. Where allowed by law, shipper authorizes UPS to act as forwarding agent for export control and customs purposes. If exported from the US, shipper certifies that the commodities, technology or software were exported from the US in accordance with the Export Administration Regulations. Diversion contrary to law is prohibited.

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JEFFERSON COUNTY, TEXAS
PURCHASING DEPARTMENT

1149 Pearl Street – First Floor
Beaumont, Texas 77701
409-835-8593

ADDENDUM TO IFB

IFB Number:	IFB 14-016/JW
IFB Title:	Term Contract for Pest Control Service for Jefferson County
IFB Due:	**11:00 am CST, Tuesday, June 24, 2014**
Addendum No.:	1
Issued (Date):	June 12, 2014

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 proposals to have been proffered in recognition and consideration of the entire IFB 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 proposal.** If the Proposal 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 Opening Date and Time, as stated above.

Reason for Issuance of this addendum: Revised Bid Form (Attached)

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 Bidder.

ATTEST:

Andrew M Kennedy
Authorized Signature (Bidder)

Witness

Owner
Title of Person Signing Above

Witness

Andrew M Kennedy
Typed Name of Business or Individual

Approved by ____ Date: _____

5320 Gorman Rd Bmt TX 77705
Address

Revised Bid Form – Addendum 1

Item	Location	Area (Sq. Ft.)/ Composition	Contact	Service Times	Price per Month	Price per Year
A	**Beaumont**					
1	**Courthouse – Old Building** 1149 Pearl Street Beaumont, Texas 77701	242,899 Brick	David Knight 409-835 8511	5 pm – 12 midnight	$ 33.34	$ 400.08
2	**Courthouse – New Building** 1001 Pearl Street Beaumont, Texas 77701	220,000 Brick	David Knight 409-835-8511	5 pm – 12 midnight	$ 33.34	$ 400.08
3	**Sheriff's Department** 1001 Pearl Street Beaumont, Texas 77701	102,745 Brick	David Knight 409-835-8511	5 pm – 12 midnight	$ 25.00	$ 300.00
4	**Annex I** 1225 Pearl Street Beaumont, Texas 77701	33,553 Brick	David Knight 409-835-8511	5 pm – 12 midnight	$ 20.00	$ 240.00
5	**Annex II** 1295 Pearl Street Beaumont, TX 77701	25,032 Brick	David Knight 409-835-8511	5 pm – 12 midnight	$ 13.75	$ 165.00
6	**Service Center** 1295 Pearl Street Beaumont, Texas 77701	3,848 Brick	David Knight 409-835-8511	5 pm – 12 midnight	$ 10.00	$ 120.00
7	**Adult Probation Building** 820 Neches Beaumont, Texas 77701	20,832 Brick	David Knight 409-835-8511	5 pm – 12 midnight	$ 13.75	$ 165.00
8	**Jefferson County Women's Center** 145 S. 11th Street Beaumont, TX 77702	9,600 Metal	Donna Kountz 409-833-2391	1:00 pm – 3:30 pm	$ 50.00	$ 600.00
9	**Health & Welfare** 1295 Pearl Street Beaumont, Texas 77701	3,700 Brick	David Knight 409-835-8511	5 pm – 12 midnight	$ 10.00	$ 120.00
10	**Precinct # 1 Service Center** 2205 Hwy. 90 Beaumont, Texas 77702	7,340	Robbie Griffin 409-752-2891	7:00 am – 4:00 pm, Monday –Thursday	$ 10.00	$ 120.00
11	**Precinct # 4 Service Center** 7790 Boyt Road Beaumont, Texas 77713	20,649 Brick/Block	Kenneth Minkins 409-794-2444	7:00 am – 4:00 pm, Monday - Thursday	$ 10.00	$ 120.00

Revised Bid Form – Addendum 1 (Continued)

Item	Location	Area (Sq. Ft.)/ Composition	Contact	Service Times	Price per Month	Price per year
12	**Precinct # 4 Stockyard Building** 2202 Hebert Road Beaumont, Texas 77705	627 Wood	Kenneth Minkins 409-794-2444	7:00 am – 4:00 pm, Monday - Thursday	$ 10.00	$ 120.00
13	**Precinct # 4 Stockyard** 2202 Herbert Road Beaumont, Texas 77705	2,694 Wood	Kenneth Minkins 409-794-2444	7:00 am – 4:00 pm, Monday - Thursday	$ 10.50	$ 126.00
B	**Juvenile Justice Center**					
1	**Minnie Rogers Juvenile Justice Center** 5326 Hwy 69 S. Beaumont, Texas 77705	50,355 Metal/Block	Chief Ed Cockrell 409-722-7474	After 2:00 pm	$ 80.00	$ 960.00
C	**Airport and Mid County Facilities**					
1	**Jerry Ware Terminal – Jack Brooks Regional Airport** 5000 Jerry Ware Drive Beaumont, Texas 77705	20,000 Brick	Alex Rupp 409-722-0251	7:00 am – 4:00 pm, Monday – Friday	$ 18.00	$ 216.00
2	**Main Terminal Building – Jack Brooks Regional Airport** 6000 Airline Drive Beaumont, Texas 77705	41,988 Brick	Alex Rupp 409-722-0251	7:00 am – 4:00 pm, Monday – Friday	$ 18.50	$ 222.00
3	**Administration Building – Jack Brooks Regional Airport** 4875 Parker Drive Beaumont, Texas 77705	2,000 Brick	Alex Rupp 409-722-0251	7:00 am – 4:00 pm, Monday – Friday	$ 11.67	$ 140.04
4	**Terminal II Annex – Jack Brooks Regional Airport** 5000 Jerry Ware Drive Beaumont, Texas 77705	3,000 Brick	Alex Rupp 409-722-0251	7:00 am – 4:00 pm, Monday – Friday	$ 15.00	$ 180.00
5	**New Firehouse – Jack Brooks Regional Airport** 5000 Jerry Ware Dr., Suite 100 Beaumont, Texas 77705	5,794 Brick	Alex Rupp 409-722-0251	7:00 am – 4:00 pm, Monday – Friday	$ 11.67	$ 140.04

Revised Bid Form – Addendum 1 (Continued)

Item	Location	Area (Sq. Ft.)/ Composition	Contact	Service Times	Price per Month	Price per year
6	**Hangar #7 Office - Jack Brooks Regional Airport** 4605 Airport 3rd Street Beaumont, TX 77705	4,500 Metal	Alex Rupp 409-722-0251	7:00 am – 4:00 pm, Monday – Friday	$ 19.75	$ 237.00
7	**Maintenance Shop - Jack Brooks Regional Airport** 4875 Parker Drive Rear Beaumont, TX 77705	1,800 Metal	Alex Rupp 409-722-0251	7:00 am – 4:00 pm, Monday – Friday	$ 19.75	$ 237.00
8	**Mid County Tax Office** 4605 Jerry Ware Drive Beaumont, Texas 77705	2,476 Metal/Brick	Mike Trahan 409-727-2173	6:15 am – 5:00 pm, Monday - Thursday	$ 13.74	$ 164.88
9	**Mid County Office Building** 7933 Viterbo Road Beaumont, Texas 77705	15,000 Metal/Brick	Mike Trahan 409-727-2173	6:15 am – 5:00 pm, Monday - Thursday	$ 18.00	$ 216.00
10	**JP & Constable Bldg Pct.# 4** 19217 Hwy 365 Beaumont, Texas 77705	3800 Brick	Mike Trahan 409-727-2173	6:15 am – 5:00 pm, Monday - Thursday	18.00	216.00
11	**Precinct # 2 Service Center** 7759 Viterbo Road Beaumont, Texas 77705	14,400 Metal	Mike Trahan 409-727-2173	6:15 am – 5:00 pm, Monday - Thursday	$ 18.00	$ 216.00
12	**Precinct # 2 Labelle Yard** 12911 Hwy 365 Beaumont, Texas 77705	1,200 Steel & Wood	Frank Adams 409-960-8200	6:15 am – 5:00 pm Monday - Thursday	$ 21.00	$ 252.00
13	**Jefferson County Sheriff's Office– Narcotics Division Office** 4640 Hangar Drive Beaumont, Texas 77705	4,500 Metal	Chief Ron Hobbs 409-726-2950	8:00 am – 5:00 pm By Appointment.	$ 18.34	$ 220.00
D	**South County Facilities**					
1	**Subcourthouse** 525 Lakeshore Drive Port Arthur, Texas 77640	19,700 Limestone	Mark Bernard 409-983-8307	5pm – 12 midnight By Appointment.	$ 13.33	$ 159.96
2	**Subcourthouse Maintenance** 709 Lakeshore Drive Port Arthur, Texas 77640	2,000 Brick	Mark Bernard 409-983-8307	5 pm – 12 midnight By Appointment.	$ 10.00	$ 120.00
3	**Health & Welfare** 246 Dallas Avenue Port Arthur, Texas 77640	14,340 Brick	Mark Bernard 409-983-8307	5 pm – 12 midnight By Appointment.	$ 13.50	$ 162.00

Revised Bid Form – Addendum 1 (Continued)

Item	Location	Area (Sq. Ft.)/ Composition	Contact	Service Times	Price per Month	Price per year
4	**Juvenile Probation** 900 4th Street Port Arthur, Texas 77640	3,740 Brick	Mark Bernard 409-983-8307	5pm – 12 midnight By Appointment.	$ 10.00	$ 120.00
5	**Precinct # 3** **Service Center** 5700 Jade Avenue Port Arthur, Texas 77640	7,140 Metal	Mark Redwine 409-983-8307	8:00 am - 5:00 pm By Appointment.	$ 18.00	$ 216.00
6	**Precinct # 3** **Stockyard** 24420 Hwy 124 Hamshire, Texas 77622	5,396 Metal	Mark Redwine 409-983-8307	8:00 am - 5:00 pm By Appointment.	$ 10.00	$ 120.00
7	**Precinct # 3 Service Center Storage Shed** 5700 Jade Avenue Port Arthur, Texas 77640	7,500 Metal	Mark Redwine 409-983-8307	8:00 am - 5:00 pm By Appointment.	$ 13.75	$ 165.00
8	**Jefferson County Sheriff's Office – Marine Unit** 5960 S. 1st Street Sabine Pass, Texas 77655	4,071 Hardy Plank (concrete)/ Metal Roof	Chief Ron Hobbs 409-726-2950	8:00 am – 5:00 pm By Appointment.	$ 18.34	$ 220.00

Acknowledgment of Addenda (if any):

Addendum 1 ✓ Date Received 6-12-14

Addendum 2 _____ Date Received _____

Addendum 3 _____ Date Received _____

Bidder Shall Return Completed Form with Offer.

OFFER AND ACCEPTANCE FORM

OFFER TO CONTRACT

To Jefferson County:

We hereby offer and agree to furnish the materials or service in compliance with all terms, conditions, specifications, and amendments in the Invitation for Bid and any written exceptions in the offer. We understand that the items in this Invitation for Bid, including, but not limited to, all required certificates are fully incorporated herein as a material and necessary part of the contract.

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

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

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

Aatthaboy Termite & Pest Control — For clarification of this offer, contact:
Company Name

5320 Gorman Rd — Dodie LeBlanc
Address — Name

Beaumont TX 77705 — 409 722 3134 — 409 722 1018
City State Zip — Phone — Fax

Andrew M Kennedy — dleblanc@aatthaboy.com
Signature of Person Authorized to Sign — E-mail

Andrew M Kennedy
Printed Name

Owner
Title

Bidder Shall Return Completed Form with Offer.

Acceptance of Offer

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

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

This contract shall henceforth be referred to as Contract No. 14-016/JW, Term Contract for Pest Control Service for Jefferson County. The Contractor has not been authorized to commence any billable work or to provide any material or service under this contract until Contractor receives a purchase order and/or a notice to proceed from the Jefferson County Purchasing Agent.

Countersigned:

Jeff R. Branick
County Judge

Date

Carolyn L. Guidry
County Clerk

Bidder Shall Return Completed Form with Offer.

Bid Form

Item	Location	Area (Sq. Ft.)/ Composition	Contact	Service Times	Price per Month	Price per Year
A	**Beaumont**					
1	**Courthouse – Old Building** 1149 Pearl Street Beaumont, Texas 77701	242,899 Brick	David Knight 409-835 8511	5 pm – 12 midnight	$ 33.34	$ 400.08
2	**Courthouse – New Building** 1001 Pearl Street Beaumont, Texas 77701	220,000 Brick	David Knight 409-835-8511	5 pm – 12 midnight	$ 33.34	$ 400.08
3	**Sheriff's Department** 1001 Pearl Street Beaumont, Texas 77701	102,745 Brick	David Knight 409-835-8511	5 pm – 12 midnight	$ 25.00	$ 300.00
4	**Annex I** 1225 Pearl Street Beaumont, Texas 77701	33,553 Brick	David Knight 409-835-8511	5 pm – 12 midnight	$ 20.00	$ 240.00
5	**Annex II** 1295 Pearl Street Beaumont, TX 77701	25,032 Brick	David Knight 409-835-8511	5 pm – 12 midnight	$ 13.75	$ 165.00
6	**Service Center** 1295 Pearl Street Beaumont, Texas 77701	3,848 Brick	David Knight 409-835-8511	5 pm – 12 midnight	$ 10.00	$ 120.00
7	**Adult Probation Building** 820 Neches Beaumont, Texas 77701	20,832 Brick	David Knight 409-835-8511	5 pm – 12 midnight	$ 13.75	$ 165.00
8	**Jefferson County Women's Center** 145 S. 11th Street Beaumont, TX 77702	9,600 Metal	Donna Kountz 409-833-2391	1:00 pm – 3:30 pm	$ 50.00	$ 600.00
9	**Health & Welfare** 1295 Pearl Street Beaumont, Texas 77701	3,700 Brick	David Knight 409-835-8511	5 pm – 12 midnight	$ 10.00	$ 120.00
10	**Precinct # 1 Service Center** 2205 Hwy. 90 Beaumont, Texas 77702	7,340	Robbie Griffin 409-752-2891	7:00 am – 4:00 pm, Monday –Thursday	$ 10.00	$ 120.00
11	**Precinct # 4 Service Center** 7790 Boyt Road Beaumont, Texas 77713	20,649 Brick/Block	Kenneth Minkins 409-794-2444	7:00 am – 4:00 pm, Monday - Thursday	$ 10.00	$ 120.00

Bid Form (Continued)

Item	Location	Area (Sq. Ft.)/ Composition	Contact	Service Times	Price per Month	Price per year
12	**Precinct # 4 Stockyard Building** 2202 Hebert Road Beaumont, Texas 77705	627 Wood	Kenneth Minkins 409-794-2444	7:00 am – 4:00 pm, Monday - Thursday	$ 10.00	$ 120.00
13	**Precinct # 4 Stockyard** 2202 Herbert Road Beaumont, Texas 77705	2,694 Wood	Kenneth Minkins 409-794-2444	7:00 am – 4:00 pm, Monday - Thursday	$ 10.50	$ 126.00
B	**Juvenile Justice Center**					
1	**Minnie Rogers Juvenile Justice Center** 5326 Hwy 69 S. Beaumont, Texas 77705	50,355 Metal/Block	Chief Ed Cockrell 409-722-7474	After 2:00 pm	$ 80.00	$ 960.00
C	**Airport and Mid County Facilities**					
1	**Jerry Ware Terminal – Jack Brooks Regional Airport** 5000 Jerry Ware Drive Beaumont, Texas 77705	20,000 Brick	Alex Rupp 409-722-0251	7:00 am – 4:00 pm, Monday – Friday	$ 18.00	$ 216.00
2	**Main Terminal Building – Jack Brooks Regional Airport** 6000 Airline Drive Beaumont, Texas 77705	41,988 Brick	Alex Rupp 409-722-0251	7:00 am – 4:00 pm, Monday – Friday	$ 18.50	$ 222.00
3	**Administration Building – Jack Brooks Regional Airport** 4875 Parker Drive Beaumont, Texas 77705	2,000 Brick	Alex Rupp 409-722-0251	7:00 am – 4:00 pm, Monday – Friday	$ 11.67	$ 140.04
4	**Terminal II Annex – Jack Brooks Regional Airport** 5000 Jerry Ware Drive Beaumont, Texas 77705	3,000 Brick	Alex Rupp 409-722-0251	7:00 am – 4:00 pm, Monday – Friday	$ 15.00	$ 180.00
5	**New Firehouse – Jack Brooks Regional Airport** 5000 Jerry Ware Dr., Suite 100 Beaumont, Texas 77705	5,794 Brick	Alex Rupp 409-722-0251	7:00 am – 4:00 pm, Monday – Friday	$ 11.67	$ 140.04

Bid Form (Continued)

Item	Location	Area (Sq. Ft.)/ Composition	Contact	Service Times	Price per Month	Price per year
6	**Hangar #7 Office - Jack Brooks Regional Airport** 4605 Airport 3rd Street Beaumont, TX 77705	4,500 Metal	Alex Rupp 409-722-0251	7:00 am – 4:00 pm, Monday – Friday	$ 19.75	$ 237.00
7	**Maintenance Shop - Jack Brooks Regional Airport** 4875 Parker Drive Rear Beaumont, TX 77705	1,800 Metal	Alex Rupp 409-722-0251	7:00 am – 4:00 pm, Monday – Friday	$ 19.75	$ 237.00
8	**Mid County Tax Office** 4605 Jerry Ware Drive Beaumont, Texas 77705	2,476 Metal/Brick	Mike Trahan 409-727-2173	6:15 am – 5:00 pm, Monday - Thursday	$ 13.74	$ 164.88
9	**Mid County Office Building** 7933 Viterbo Road Beaumont, Texas 77705	15,000 Metal/Brick	Mike Trahan 409-727-2173	6:15 am – 5:00 pm, Monday - Thursday	$ 18.00	$ 216.00
10	**JP & Constable Bldg Pct.# 4** 19217 Hwy 365 Beaumont, Texas 77705	3800 Brick	Mike Trahan 409-727-2173	6:15 am – 5:00 pm, Monday - Thursday	18.00	216.00
11	**Precinct # 2 Service Center** 7759 Viterbo Road Beaumont, Texas 77705	14,400 Metal	Mike Trahan 409-727-2173	6:15 am – 5:00 pm, Monday - Thursday	$ 18.00	$ 216.00
12	**Jefferson County Sheriff's Office– Narcotics Division Office** 4640 Hangar Drive Beaumont, Texas 77705	4,500 Metal	Chief Ron Hobbs 409-726-2950	8:00 am – 5:00 pm By Appointment.	$ 18.34	$ 220.00
D	**South County Facilities**					
1	**Subcourthouse** 525 Lakeshore Drive Port Arthur, Texas 77640	19,700 Limestone	Mark Bernard 409-983-8307	5pm – 12 midnight By Appointment.	$ 13.33	$ 159.96
2	**Subcourthouse Maintenance** 709 Lakeshore Drive Port Arthur, Texas 77640	2,000 Brick	Mark Bernard 409-983-8307	5 pm – 12 midnight By Appointment.	$ 10.00	$ 120.00
3	**Health & Welfare** 246 Dallas Avenue Port Arthur, Texas 77640	14,340 Brick	Mark Bernard 409-983-8307	5 pm – 12 midnight By Appointment.	$ 13.50	$ 162.00

Bid Form (Continued)

Item	Location	Area (Sq. Ft.)/ Composition	Contact	Service Times	Price per Month	Price per year
4	**Juvenile Probation** 900 4th Street Port Arthur, Texas 77640	3,740 Brick	Mark Bernard 409-983-8307	5pm – 12 midnight By Appointment.	$ 10.00	$ 120.00
5	**Precinct # 3** **Service Center** 5700 Jade Avenue Port Arthur, Texas 77640	7,140 Metal	Mark Redwine 409-983-8307	8:00 am - 5:00 pm By Appointment.	$ 18.00	$ 216.00
6	**Precinct # 3** **Stockyard** 24420 Hwy 124 Hamshire, Texas 77622	5,396 Metal	Mark Redwine 409-983-8307	8:00 am - 5:00 pm By Appointment.	$ 10.00	$ 120.00
7	**Precinct # 3 Service Center Storage Shed** 5700 Jade Avenue Port Arthur, Texas 77640	7,500 Metal	Mark Redwine 409-983-8307	8:00 am - 5:00 pm By Appointment.	$ 13.75	$ 165.00
8	**Jefferson County Sheriff's Office – Marine Unit** 5960 S. 1st Street Sabine Pass, Texas 77655	4,071 Hardy Plank (concrete)/ Metal Roof	Chief Ron Hobbs 409-726-2950	8:00 am – 5:00 pm By Appointment.	$ 18.34	$ 220.00

Acknowledgment of Addenda (if any):

Addendum 1 ✓ Date Received 6-12-14

Addendum 2 _____ Date Received _____

Addendum 3 _____ Date Received _____

Bidder Shall Return Completed Form with Offer.

Vendor References

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.

THIS FORM MUST BE RETURNED WITH YOUR BID.

REFERENCE ONE

Government/Company Name: Lamar State College - Port Arthur

Address: 1948 Procter St Port Arthur TX 77641

Contact Person and Title: Kathy Richards

Phone: 409-984-6252 Fax: 984-6007

Contract Period: Any Scope of Work: Pest & Termite Control

REFERENCE TWO

Government/Company Name: Christus Hospital St Elizabeth

Address: 2830 Calder Ave Beaumont TX 77702

Contact Person and Title: Margaret Trainer

Phone: 409-899-7050 Fax: 409-924-3959

Contract Period: Any Scope of Work: Pest & Termite Control

REFERENCE THREE

Government/Company Name: Iter Property Management, LLC

Address: 3735 Honeywood Trail Port Arthur TX 77642

Contact Person and Title: Katrina Wright

Phone: 409-724-0020 Fax: 409-721-6603

Contract Period: Any Scope of Work: Pest & Termite Control

Bidder Shall Return Completed Form with Offer.

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.

Aatlaboy Termite & Pest Control.	Andrew M Kennedy
Bidder (Entity Name)	Signature
5320 Gorman Rd	Andrew M Kennedy
Street & Mailing Address	Print Name
Beaumont TX 77705	6/23/14
City, State & Zip	Date Signed
409 722 3134	409 722 1018
Telephone Number	Fax Number
dleblanc@aatlaboy.com	
E-mail Address	

Bidder Shall Return Completed Form with Offer.

Conflict of Interest Questionnaire

For vendor or other person doing business with local government entity

This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.

By law this questionnaire must be filed with the records administrator of the local government not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006 Local Government Code.

A person commits an offense if the person violates Section 176.0006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

1. Name of person doing business with local governmental entity.

n/a

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

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than September 1 of the year for which an activity described in Section 176.006(a), Local Government Code, is pending and not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3. Describe each affiliation or business relationship with an employee or contractor of the local government entity who makes recommendations to a local government officer of the local governmental entity with respect to expenditure of money.

n/a

4. Describe each affiliation or business relationship with a person who is a local government officer and who appoints or employs a local government officer of the local governmental entity that is the subject of this questionnaire.

n/a

Bidder Shall Return Completed Form with Offer.

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ
Page 2

For vendor or other person doing business with local government entity

5. Name of local government officer with whom filer has affiliation or business relationship. (Complete this section only if the answer to A, B, or C is YES.)

   This section, item 5 including subparts A, B, C & D, must be completed for each officer with whom the filer has affiliation or business relationship. 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 from the filer of the questionnaire?

      ☐ Yes ☐ No

   B. Is the filer of the questionnaire receive or likely to receive taxable income from or at the direction of the local government officer named in this section AND the taxable income is not from the local government entity?

      ☐ Yes ☐ No

   C. Is the filer of the questionnaire affiliated with a corporation or other business entity that the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

      ☐ Yes ☐ No

   D. Describe each affiliation or business relationship:

6. Describe any other affiliation or business relationship that might cause a conflict of interest.

   N/A

7.

   Signature of person doing business with the governmental entity — Date: 6/23/14

Bidder Shall Return Completed Form with Offer.

Good Faith Effort (GFE) Determination Checklist

This information must be submitted with your bid.

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

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

Did the Prime Contractor/Consultant . . .

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

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

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

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

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

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

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

Andrew M Kennedy
Printed Name of Authorized Representative

Signature

Owner
Title

6/23/14
Date

Bidder Shall Return Completed Form with Offer.

Notice of Intent (NOI) to Subcontract with Historically Underutilized Business (HUB)

This information must be submitted with your bid.

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: π Yes π 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.

Bidder Shall Return Completed Form with Offer.

Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

This information must be submitted with your bid.

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 SUCONTRACTOR DISCLOSURE

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

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

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

Bidder Shall Return Completed Form with Offer.

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.

Bidder Shall Return Completed Form with Offer.

Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

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

Please complete Good Faith Effort (GFE) Checklist and attach any supporting documentation.

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

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

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

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

The 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: _____

Bidder Shall Return Completed Form with Offer.

Historically Underutilized Business (HUB)
Subcontracting Participation Declaration Form

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

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

Name (print or type): Andrew M Kennedy

Title: Owner

Signature: Andrew M Kennedy

Date: 6/23/14

E-mail address: akennedy@aathaboy.com

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

Name (print or type): Dodie Leblanc

Title: Office Manager

Date: 6/23/14

E-mail address: dleblanc@aathaboy.com

Bidder Shall Return Completed Form with Offer.

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) "Nonresident 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 Aatlaboy Termite & Pest [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.

Bidder Shall Return Completed Form with Offer.

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 Andrew Kennedy (name), who after being by me duly sworn, did depose and say:

"I, Andrew M Kennedy (name) am a duly authorized officer of/agent for Hathaboy Termite & Pest (name of firm) and have been duly authorized to execute the foregoing on behalf of the said Hathaboy Termite & Pest (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: Hathaboy Termite & Pest Control, Inc.

Fax: 409 722 1018 Telephone# 409 722 3134

by: Andrew M Kennedy (print name) Title: owner

Signature: Andrew M Kennedy

SUBSCRIBED AND SWORN to before me by the above-named Andrew Kennedy on this the 24th day of June, 2014.

Notary Public in and for the State of Texas

DAVID HORTON
Notary Public, State of Texas
Commission Expires [illegible] 2018

Bidder Shall Return Completed Form with Offer.

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Aattaboy!
TERMITE & PEST CONTROL, INC.
(409) 722-3134 · 1 (877) 671-5550
"Choose us & find out why our customers say Aattaboy."
P.O. Box 992
Port Neches, TX 77651

06-24-14A10:30 RCVD

Term Contract for Pest Control Service for Jefferson County
IFB 14-016/JW
11:00 AM, Tuesday, June 24, 2014
Jefferson County Purchasing Department
1149 Pearl Street, 1st Floor
Beaumont, Texas 77701

OFFER AND ACCEPTANCE FORM

OFFER TO CONTRACT

To Jefferson County:

We hereby offer and agree to furnish the materials or service in compliance with all terms, conditions, specifications, and amendments in the Invitation for Bid and any written exceptions in the offer. We understand that the items in this Invitation for Bid, including, but not limited to, all required certificates are fully incorporated herein as a material and necessary part of the contract.

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

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

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

GUARDTECH PEST MANAGEMENT
Company Name

For clarification of this offer, contact:

6550 CONCORD RD.
Address

KENNETH CARR
Name

BEAUMONT, TX 77708
City State Zip

409-813-2290 / 409-838-4155
Phone Fax

Kenneth W Carr
Signature of Person Authorized to Sign

Kenneth@guardtechpest.com
E-mail

KENNETH W. CARR
Printed Name

PRESIDENT
Title

Bidder Shall Return Completed Form with Offer.

Acceptance of Offer

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

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

This contract shall henceforth be referred to as Contract No. 14-016/JW, Term Contract for Pest Control Service for Jefferson County. The Contractor has not been authorized to commence any billable work or to provide any material or service under this contract until Contractor receives a purchase order and/or a notice to proceed from the Jefferson County Purchasing Agent.

Countersigned:

Jeff R. Branick
County Judge

Date

Carolyn L. Guidry
County Clerk

Bidder Shall Return Completed Form with Offer.

JEFFERSON COUNTY, TEXAS
PURCHASING DEPARTMENT

1149 Pearl Street – First Floor
Beaumont, Texas 77701
409-835-8593

ADDENDUM TO IFB

IFB Number:	IFB 14-016/JW
IFB Title:	Term Contract for Pest Control Service for Jefferson County
IFB Due:	**11:00 am CST, Tuesday, June 24, 2014**
Addendum No.:	1
Issued (Date):	June 12, 2014

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 proposals to have been proffered in recognition and consideration of the entire IFB 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 proposal.** If the Proposal 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 Opening Date and Time, as stated above.

Reason for Issuance of this addendum: Revised Bid Form (Attached)

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 Bidder:

ATTEST:

_____
Witness

_____
Witness

Approved by ____ Date: _____

_____
Authorized Signature (Bidder)

PRESIDENT
Title of Person Signing Above

GUARDTECH PEST MANAGEMENT
Typed Name of Business or Individual

6550 CONCORD RD., BEAUMONT 77708
Address

Revised Bid Form – Addendum 1

Item	Location	Area (Sq. Ft.)/ Composition	Contact	Service Times	Price per Month	Price per Year
A	**Beaumont**					
1	**Courthouse – Old Building** 1149 Pearl Street Beaumont, Texas 77701	242,899 Brick	David Knight 409-835 8511	5 pm – 12 midnight	$ 75.00/	$ 900.00
2	**Courthouse – New Building** 1001 Pearl Street Beaumont, Texas 77701	220,000 Brick	David Knight 409-835-8511	5 pm – 12 midnight	$ 75.00/	$ 900.00/
3	**Sheriff's Department** 1001 Pearl Street Beaumont, Texas 77701	102,745 Brick	David Knight 409-835-8511	5 pm – 12 midnight	$ 45.00/	$ 540.00/
4	**Annex I** 1225 Pearl Street Beaumont, Texas 77701	33,553 Brick	David Knight 409-835-8511	5 pm – 12 midnight	$ 35.00/	$ 420.00/
5	**Annex II** 1295 Pearl Street Beaumont, TX 77701	25,032 Brick	David Knight 409-835-8511	5 pm – 12 midnight	$ 35.00/	$ 420.00/
6	**Service Center** 1295 Pearl Street Beaumont, Texas 77701	3,848 Brick	David Knight 409-835-8511	5 pm – 12 midnight	$ 15.00/	$ 180.00/
7	**Adult Probation Building** 820 Neches Beaumont, Texas 77701	20,832 Brick	David Knight 409-835-8511	5 pm – 12 midnight	$ 25.00/	$ 300.00/
8	**Jefferson County Women's Center** 145 S. 11th Street Beaumont, TX 77702	9,600 Metal	Donna Kountz 409-833-2391	1:00 pm – 3:30 pm	$ 35.00/	$ 420.00/
9	**Health & Welfare** 1295 Pearl Street Beaumont, Texas 77701	3,700 Brick	David Knight 409-835-8511	5 pm – 12 midnight	$ 25.00/	$ 300.00/
10	**Precinct # 1 Service Center** 2205 Hwy. 90 Beaumont, Texas 77702	7,340	Robbie Griffin 409-752-2891	7:00 am – 4:00 pm, Monday –Thursday	$ 35.00/	$ 420.00/
11	**Precinct # 4 Service Center** 7790 Boyt Road Beaumont, Texas 77713	20,649 Brick/Block	Kenneth Minkins 409-794-2444	7:00 am – 4:00 pm, Monday - Thursday	$ 35.00/	$ 420.00/

Revised Bid Form – Addendum 1 (Continued)

Item	Location	Area (Sq. Ft.)/ Composition	Contact	Service Times	Price per Month	Price per year
12	**Precinct # 4 Stockyard Building** 2202 Hebert Road Beaumont, Texas 77705	627 Wood	Kenneth Minkins 409-794-2444	7:00 am – 4:00 pm, Monday - Thursday	$ 10.00	$ 120.00
13	**Precinct # 4 Stockyard** 2202 Herbert Road Beaumont, Texas 77705	2,694 Wood	Kenneth Minkins 409-794-2444	7:00 am – 4:00 pm, Monday - Thursday	$ 25.00	$ 300.00
B	**Juvenile Justice Center**					
1	**Minnie Rogers Juvenile Justice Center** 5326 Hwy 69 S. Beaumont, Texas 77705	50,355 Metal/Block	Chief Ed Cockrell 409-722-7474	After 2:00 pm	$ 65.00	$ 780.00
C	**Airport and Mid County Facilities**					
1	**Jerry Ware Terminal – Jack Brooks Regional Airport** 5000 Jerry Ware Drive Beaumont, Texas 77705	20,000 Brick	Alex Rupp 409-722-0251	7:00 am – 4:00 pm, Monday – Friday	$ 40.00	$ 480.00
2	**Main Terminal Building – Jack Brooks Regional Airport** 6000 Airline Drive Beaumont, Texas 77705	41,988 Brick	Alex Rupp 409-722-0251	7:00 am – 4:00 pm, Monday – Friday	$ 55.00	$ 660.00
3	**Administration Building – Jack Brooks Regional Airport** 4875 Parker Drive Beaumont, Texas 77705	2,000 Brick	Alex Rupp 409-722-0251	7:00 am – 4:00 pm, Monday – Friday	$ 25.00	$ 300.00
4	**Terminal II Annex – Jack Brooks Regional Airport** 5000 Jerry Ware Drive Beaumont, Texas 77705	3,000 Brick	Alex Rupp 409-722-0251	7:00 am – 4:00 pm, Monday – Friday	$ 25.00	$ 300.00
5	**New Firehouse – Jack Brooks Regional Airport** 5000 Jerry Ware Dr., Suite 100 Beaumont, Texas 77705	5,794 Brick	Alex Rupp 409-722-0251	7:00 am – 4:00 pm, Monday – Friday	$ 35.00	$ 420.00

Revised Bid Form – Addendum 1 (Continued)

Item	Location	Area (Sq. Ft.)/ Composition	Contact	Service Times	Price per Month	Price per year
6	**Hangar #7 Office - Jack Brooks Regional Airport** 4605 Airport 3rd Street Beaumont, TX 77705	4,500 Metal	Alex Rupp 409-722-0251	7:00 am – 4:00 pm, Monday – Friday	$ 35.00/	$ 420.00/
7	**Maintenance Shop - Jack Brooks Regional Airport** 4875 Parker Drive Rear Beaumont, TX 77705	1,800 Metal	Alex Rupp 409-722-0251	7:00 am – 4:00 pm, Monday – Friday	$ 25.00/	$ 300.00/
8	**Mid County Tax Office** 4605 Jerry Ware Drive Beaumont, Texas 77705	2,476 Metal/Brick	Mike Trahan 409-727-2173	6:15 am – 5:00 pm, Monday - Thursday	$ 35.00/	$ 420.00/
9	**Mid County Office Building** 7933 Viterbo Road Beaumont, Texas 77705	15,000 Metal/Brick	Mike Trahan 409-727-2173	6:15 am – 5:00 pm, Monday - Thursday	$ 40.00/	$ 480.00/
10	**JP & Constable Bldg Pct.#** 4 19217 Hwy 365 Beaumont, Texas 77705	3800 Brick	Mike Trahan 409-727-2173	6:15 am – 5:00 pm, Monday - Thursday	35.00/	420.00/
11	**Precinct # 2 Service Center** 7759 Viterbo Road Beaumont, Texas 77705	14,400 Metal	Mike Trahan 409-727-2173	6:15 am – 5:00 pm, Monday - Thursday	$ 40.00/	$ 480.00/
12	**Precinct # 2 Labelle Yard** 12911 Hwy 365 Beaumont, Texas 77705	1,200 Steel & Wood	Frank Adams 409-960-8200	6:15 am – 5:00 pm Monday - Thursday	$ 35.00/	$ 420.00/
13	**Jefferson County Sheriff's Office– Narcotics Division Office** 4640 Hangar Drive Beaumont, Texas 77705	4,500 Metal	Chief Ron Hobbs 409-726-2950	8:00 am – 5:00 pm By Appointment.	$ 35.00/	$ 420.00/
D	**South County Facilities**					
1	**Subcourthouse** 525 Lakeshore Drive Port Arthur, Texas 77640	19,700 Limestone	Mark Bernard 409-983-8307	5pm – 12 midnight By Appointment.	$ 55.00/	$ 660.00/
2	**Subcourthouse Maintenance** 709 Lakeshore Drive Port Arthur, Texas 77640	2,000 Brick	Mark Bernard 409-983-8307	5 pm – 12 midnight By Appointment.	$ 25.00/	$ 300.00/
3	**Health & Welfare** 246 Dallas Avenue Port Arthur, Texas 77640	14,340 Brick	Mark Bernard 409-983-8307	5 pm – 12 midnight By Appointment.	$ 40.00/	$ 480.00/

Revised Bid Form – Addendum 1 (Continued)

Item	Location	Area (Sq. Ft.)/ Composition	Contact	Service Times	Price per Month	Price per year
4	**Juvenile Probation** 900 4th Street Port Arthur, Texas 77640	3,740 Brick	Mark Bernard 409-983-8307	5pm – 12 midnight By Appointment.	$ 40.00/	$ 480.00/
5	**Precinct # 3** **Service Center** 5700 Jade Avenue Port Arthur, Texas 77640	7,140 Metal	Mark Redwine 409-983-8307	8:00 am - 5:00 pm By Appointment.	$ 40.00/	$ 480.00/
6	**Precinct # 3** **Stockyard** 24420 Hwy 124 Hamshire, Texas 77622	5,396 Metal	Mark Redwine 409-983-8307	8:00 am - 5:00 pm By Appointment.	$ 40.00/	$ 480.00/
7	**Precinct # 3 Service Center Storage Shed** 5700 Jade Avenue Port Arthur, Texas 77640	7,500 Metal	Mark Redwine 409-983-8307	8:00 am - 5:00 pm By Appointment.	$ 40.00	$ 480.00/
8	**Jefferson County Sheriff's Office – Marine Unit** 5960 S. 1st Street Sabine Pass, Texas 77655	4,071 Hardy Plank (concrete)/ Metal Roof	Chief Ron Hobbs 409-726-2950	8:00 am – 5:00 pm By Appointment.	$ 40.00/	$ 480.00/

Acknowledgment of Addenda (if any):

Addendum 1 ✓ Date Received_____

Addendum 2 _____ Date Received_____

Addendum 3 _____ Date Received_____

Bidder Shall Return Completed Form with Offer.

Vendor References

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.

THIS FORM MUST BE RETURNED WITH YOUR BID.

REFERENCE ONE

Government/Company Name: CITY OF BEAUMONT

Address: 801 MAIN ST., BEAUMONT, TX 77701

Contact Person and Title: ROBERT HOLLAR – PURCHASING BUYER II

Phone: 409-880-3758 Fax: 409-880-3747

Contract Period: 2 YEARS Scope of Work: PEST CONTROL

REFERENCE TWO

Government/Company Name: CITY OF LUMBERTON

Address: 120 E. CHANCE, LUMBERTON, TX 77657

Contact Person and Title: STEVE CLARK – CITY MANAGER

Phone: 409-755-3700 Fax:

Contract Period: N/A Scope of Work: PEST CONTROL

REFERENCE THREE

Government/Company Name: PORT ARTHUR ISD

Address: 4801 9th AVENUE, PORT ARTHUR, TX 77642

Contact Person and Title: MARK ROULY

Phone: 409-460-2146 Fax:

Contract Period: 2 YEARS Scope of Work: PEST CONTROL

Bidder Shall Return Completed Form with Offer.

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.

GUARDTECH PEST MGMT., INC.
Bidder (Entity Name)

Kenneth W. Carr
Signature

6550 CONCORD RD.
Street & Mailing Address

KENNETH W. CARR
Print Name

BEAUMONT, TX 77708
City, State & Zip

6/20/14
Date Signed

409-813-2290
Telephone Number

409-838-4155
Fax Number

Kenneth@guardtechpest.com
E-mail Address

Bidder Shall Return Completed Form with Offer.

Conflict of Interest Questionnaire

For vendor or other person doing business with local government entity

This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.

By law this questionnaire must be filed with the records administrator of the local government not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006 Local Government Code.

A person commits an offense if the person violates Section 176.0006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

1. Name of person doing business with local governmental entity.

GUARDTECH PEST MANAGEMENT

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

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than September 1 of the year for which an activity described in Section 176.006(a), Local Government Code, is pending and not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3. Describe each affiliation or business relationship with an employee or contractor of the local government entity who makes recommendations to a local government officer of the local governmental entity with respect to expenditure of money.

NONE

4. Describe each affiliation or business relationship with a person who is a local government officer and who appoints or employs a local government officer of the local governmental entity that is the subject of this questionnaire.

NONE

Bidder Shall Return Completed Form with Offer.

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ
Page 2

For vendor or other person doing business with local government entity

5. Name of local government officer with whom filer has affiliation or business relationship. (Complete this section only if the answer to A, B, or C is YES.)

   This section, item 5 including subparts A, B, C & D, must be completed for each officer with whom the filer has affiliation or business relationship. 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 from the filer of the questionnaire?

      ☐ Yes ☐ No

   B. Is the filer of the questionnaire receive or likely to receive taxable income from or at the direction of the local government officer named in this section AND the taxable income is not from the local government entity?

      ☐ Yes ☐ No

   C. Is the filer of the questionnaire affiliated with a corporation or other business entity that the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

      ☐ Yes ☐ No

   D. Describe each affiliation or business relationship:

6. Describe any other affiliation or business relationship that might cause a conflict of interest.

   NONE

7.

   _____ 6/20/14

   Signature of person doing business with the governmental entity — Date

Bidder Shall Return Completed Form with Offer.

Good Faith Effort (GFE) Determination Checklist

This information must be submitted with your bid.

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

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

Did the Prime Contractor/Consultant . . .

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

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

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

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

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

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

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

KENNETH W. CARR
Printed Name of Authorized Representative

Kenneth W Carr
Signature

PRESIDENT
Title

6/20/14
Date

Bidder Shall Return Completed Form with Offer.

Notice of Intent (NOI) to Subcontract with Historically Underutilized Business (HUB)

This information must be submitted with your bid.

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: p Yes p No

Address: _____
Street City State Zip

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

Project Title & No.: _____

Prime Contract Amount: $ _____

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

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

Address: _____
Street City State Zip

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

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

Description of Subcontract Work to be Performed: _____

KENNETH W. CARR	[signature]	6/20/14
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.

Bidder Shall Return Completed Form with Offer.

Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

This information must be submitted with your bid.

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 SUCONTRACTOR DISCLOSURE

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

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

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

Bidder Shall Return Completed Form with Offer.

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.

Bidder Shall Return Completed Form with Offer.

Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

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

Please complete Good Faith Effort (GFE) Checklist and attach any supporting documentation.

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

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

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

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

The 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: _____

Bidder Shall Return Completed Form with Offer.

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): KENNETH W. CARR

Title: PRESIDENT

Signature: [signature]

Date: 6/20/14

E-mail address: Kenneth@guardtechpest.com

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

Name (print or type): JENNIFER TRAHAN

Title: BOOKEEPER

Date: 6/20/14

E-mail address: Jennifer@guardtechpest.com

Bidder Shall Return Completed Form with Offer.

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) "Nonresident 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 GUARDTECH PEST MGMT. [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.):	76-0605039
Company Name submitting bid/proposal:	GUARDTECH PEST MANAGEMENT, INC.
Mailing address:	6550 CONCORD RD, BEAUMONT, TX 77708
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**
	6550 CONCORD RD, BEAUMONT, 77708

* 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.

Bidder Shall Return Completed Form with Offer.

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 Kenneth Carr (name), who

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

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

for Guard Tech Pest Management (name of firm) and have been duly authorized to execute the

foregoing on behalf of the said Guard Tech Pest Management (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: GUARDTECH PEST MANAGEMENT, INC.
6550 CONCORD RD., BEAUMONT, TX 77708

Fax: 409-838-4155 Telephone# 409-813-2290

by: KENNETH W. CARR (print name) Title: PRESIDENT

Signature: Kenneth W Carr

SUBSCRIBED AND SWORN to before me by the above-named

_____ on

this the 23 day of June, 2014.

Jennifer Trahan
Notary Public in and for
the State of Texas

Bidder Shall Return Completed Form with Offer.

NOTARY PUBLIC STATE OF TEXAS
JENNIFER TRAHAN
My Commission Expires
May 16, 2018

GuardTech
Pest Management

*BID NAME: Term Contract for Pest Control Service for Jefferson County
*BID NO: IFB 14-016/JW
*DUE DATE: 11:00 am, Tuesday, 6/24/14
Jefferson County Purchasing Dept.
1149 Pearl St, 1st Floor
Beaumont, TX 77701

06-23-14P01:20 RCVD

JEFFERSON COUNTY, TEXAS
PURCHASING DEPARTMENT

1149 Pearl Street – First Floor
Beaumont, Texas 77701
409-835-8593

ADDENDUM TO IFB

IFB Number: IFB 14-016/JW

IFB Title: Term Contract for Pest Control Service for Jefferson County

IFB Due: **11:00 am CST, Tuesday, June 24, 2014**

Addendum No.: 1

Issued (Date): June 12, 2014

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 proposals to have been proffered in recognition and consideration of the entire IFB 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 proposal.** If the Proposal 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 Opening Date and Time, as stated above.

Reason for Issuance of this addendum: Revised Bid Form (Attached)

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 Bidder:

ATTEST:

Witness

Witness

Approved by ____ Date: _____

Authorized Signature (Bidder)

OWNER
Title of Person Signing Above

WILLIAM ALLBRITTON ? TRI-CITY EXT.
Typed Name of Business or Individual

3304 SPURLOCK RD. NEDERLAND, TX 77627
Address

Revised Bid Form – Addendum 1

Item	Location	Area (Sq. Ft.)/ Composition	Contact	Service Times	Price per Month	Price per Year
A	**Beaumont**					
1	**Courthouse – Old Building** 1149 Pearl Street Beaumont, Texas 77701	242,899 Brick	David Knight 409-835 8511	5 pm – 12 midnight	$ 150.00	$ 1,800.00
2	**Courthouse – New Building** 1001 Pearl Street Beaumont, Texas 77701	220,000 Brick	David Knight 409-835-8511	5 pm – 12 midnight	$ 150.00	$ 1,800.00
3	**Sheriff's Department** 1001 Pearl Street Beaumont, Texas 77701	102,745 Brick	David Knight 409-835-8511	5 pm – 12 midnight	$ 55.00	$ 660.00
4	**Annex I** 1225 Pearl Street Beaumont, Texas 77701	33,553 Brick	David Knight 409-835-8511	5 pm – 12 midnight	$ 45.00	$ 540.00
5	**Annex II** 1295 Pearl Street Beaumont, TX 77701	25,032 Brick	David Knight 409-835-8511	5 pm – 12 midnight	$ 45.00	$540.00
6	**Service Center** 1295 Pearl Street Beaumont, Texas 77701	3,848 Brick	David Knight 409-835-8511	5 pm – 12 midnight	$ 45.00	$ 540.00
7	**Adult Probation Building** 820 Neches Beaumont, Texas 77701	20,832 Brick	David Knight 409-835-8511	5 pm – 12 midnight	$ 45.00	$ 540.00
8	**Jefferson County Women's Center** 145 S. 11th Street Beaumont, TX 77702	9,600 Metal	Donna Kountz 409-833-2391	1:00 pm – 3:30 pm	$ 45.00	$ 540.00
9	**Health & Welfare** 1295 Pearl Street Beaumont, Texas 77701	3,700 Brick	David Knight 409-835-8511	5 pm – 12 midnight	$ 35.00	$ 420.00
10	**Precinct # 1 Service Center** 2205 Hwy. 90 Beaumont, Texas 77702	7,340	Robbie Griffin 409-752-2891	7:00 am – 4:00 pm, Monday –Thursday	$ 45.00	$ 540.00
11	**Precinct # 4 Service Center** 7790 Boyt Road Beaumont, Texas 77713	20,649 Brick/Block	Kenneth Minkins 409-794-2444	7:00 am – 4:00 pm, Monday - Thursday	$ 65.00	$ 780.00

Revised Bid Form – Addendum 1 (Continued)

Item	Location	Area (Sq. Ft.)/ Composition	Contact	Service Times	Price per Month	Price per year
12	**Precinct # 4 Stockyard Building** 2202 Hebert Road Beaumont, Texas 77705	627 Wood	Kenneth Minkins 409-794-2444	7:00 am – 4:00 pm, Monday - Thursday	$ 10.00	$ 120.00
13	**Precinct # 4 Stockyard** 2202 Herbert Road Beaumont, Texas 77705	2,694 Wood	Kenneth Minkins 409-794-2444	7:00 am – 4:00 pm, Monday - Thursday	$ 45.00	$ 540.00
B	**Juvenile Justice Center**					
1	**Minnie Rogers Juvenile Justice Center** 5326 Hwy 69 S. Beaumont, Texas 77705	50,355 Metal/Block	Chief Ed Cockrell 409-722-7474	After 2:00 pm	$ 175.00	$ 2,100.00
C	**Airport and Mid County Facilities**					
1	**Jerry Ware Terminal – Jack Brooks Regional Airport** 5000 Jerry Ware Drive Beaumont, Texas 77705	20,000 Brick	Alex Rupp 409-722-0251	7:00 am – 4:00 pm, Monday – Friday	$ 100.00	$ 1,200.00
2	**Main Terminal Building – Jack Brooks Regional Airport** 6000 Airline Drive Beaumont, Texas 77705	41,988 Brick	Alex Rupp 409-722-0251	7:00 am – 4:00 pm, Monday – Friday	$ 100.00	$ 1,200.00
3	**Administration Building – Jack Brooks Regional Airport** 4875 Parker Drive Beaumont, Texas 77705	2,000 Brick	Alex Rupp 409-722-0251	7:00 am – 4:00 pm, Monday – Friday	$ 40 00	$ 480.00
4	**Terminal II Annex – Jack Brooks Regional Airport** 5000 Jerry Ware Drive Beaumont, Texas 77705	3,000 Brick	Alex Rupp 409-722-0251	7:00 am – 4:00 pm, Monday – Friday	$ 30.00	$ 360.00
5	**New Firehouse – Jack Brooks Regional Airport** 5000 Jerry Ware Dr., Suite 100 Beaumont, Texas 77705	5,794 Brick	Alex Rupp 409-722-0251	7:00 am – 4:00 pm, Monday – Friday	$ 40.00	$ 480.00

Revised Bid Form – Addendum 1 (Continued)

Item	Location	Area (Sq. Ft.)/ Composition	Contact	Service Times	Price per Month	Price per year
6	**Hangar #7 Office - Jack Brooks Regional Airport** 4605 Airport 3rd Street Beaumont, TX 77705	4,500 Metal	Alex Rupp 409-722-0251	7:00 am – 4:00 pm, Monday – Friday	$ 35.00	$ 420.00
7	**Maintenance Shop - Jack Brooks Regional Airport** 4875 Parker Drive Rear Beaumont, TX 77705	1,800 Metal	Alex Rupp 409-722-0251	7:00 am – 4:00 pm, Monday – Friday	$ 20.00	$ 240.00
8	**Mid County Tax Office** 4605 Jerry Ware Drive Beaumont, Texas 77705	2,476 Metal/Brick	Mike Trahan 409-727-2173	6:15 am – 5:00 pm, Monday - Thursday	$ 35.00	$ 420.00
9	**Mid County Office Building** 7933 Viterbo Road Beaumont, Texas 77705	15,000 Metal/Brick	Mike Trahan 409-727-2173	6:15 am – 5:00 pm, Monday - Thursday	$ 100.00	$ 1,200.00
10	**JP & Constable Bldg Pct.# 4** 19217 Hwy 365 Beaumont, Texas 77705	3800 Brick	Mike Trahan 409-727-2173	6:15 am – 5:00 pm, Monday - Thursday	40.00	480.00
11	**Precinct # 2 Service Center** 7759 Viterbo Road Beaumont, Texas 77705	14,400 Metal	Mike Trahan 409-727-2173	6:15 am – 5:00 pm, Monday - Thursday	$ 100.00	$ 1,200.00
12	**Precinct # 2 Labelle Yard** 12911 Hwy 365 Beaumont, Texas 77705	1,200 Steel & Wood	Frank Adams 409-960-8200	6:15 am – 5:00 pm Monday - Thursday	$ 20.00	$ 240.00
13	**Jefferson County Sheriff's Office– Narcotics Division Office** 4640 Hangar Drive Beaumont, Texas 77705	4,500 Metal	Chief Ron Hobbs 409-726-2950	8:00 am – 5:00 pm By Appointment.	$ 45.00	$ 540.00
D	**South County Facilities**					
1	**Subcourthouse** 525 Lakeshore Drive Port Arthur, Texas 77640	19,700 Limestone	Mark Bernard 409-983-8307	5pm – 12 midnight By Appointment.	$ 100.00	$ 1,200.00
2	**Subcourthouse Maintenance** 709 Lakeshore Drive Port Arthur, Texas 77640	2,000 Brick	Mark Bernard 409-983-8307	5 pm – 12 midnight By Appointment.	$ 20.00	$ 240.00
3	**Health & Welfare** 246 Dallas Avenue Port Arthur, Texas 77640	14,340 Brick	Mark Bernard 409-983-8307	5 pm – 12 midnight By Appointment.	$ 100.00	$ 1,200.00

Revised Bid Form – Addendum 1 (Continued)

Item	Location	Area (Sq. Ft.)/ Composition	Contact	Service Times	Price per Month	Price per year
4	**Juvenile Probation** 900 4th Street Port Arthur, Texas 77640	3,740 Brick	Mark Bernard 409-983-8307	5pm – 12 midnight By Appointment.	$ 35.00	$ 420.00
5	**Precinct # 3** **Service Center** 5700 Jade Avenue Port Arthur, Texas 77640	7,140 Metal	Mark Redwine 409-983-8307	8:00 am - 5:00 pm By Appointment.	$ 75.00	$ 900.00
6	**Precinct # 3** **Stockyard** 24420 Hwy 124 Hamshire, Texas 77622	5,396 Metal	Mark Redwine 409-983-8307	8:00 am - 5:00 pm By Appointment.	$ 55.00	$ 660.00
7	**Precinct # 3 Service Center Storage Shed** 5700 Jade Avenue Port Arthur, Texas 77640	7,500 Metal	Mark Redwine 409-983-8307	8:00 am - 5:00 pm By Appointment.	$ 75.00	$ 900.00
8	**Jefferson County Sheriff's Office – Marine Unit** 5960 S. 1st Street Sabine Pass, Texas 77655	4,071 Hardy Plank (concrete)/ Metal Roof	Chief Ron Hobbs 409-726-2950	8:00 am – 5:00 pm By Appointment.	$ 45.00	$ 540.00
					2,165.00	25'980.00

Acknowledgment of Addenda (if any):

Addendum 1 _____ Date Received 06/12/2014

Addendum 2 _____ Date Received _____

Addendum 3 _____ Date Received _____

Bidder Shall Return Completed Form with Offer.

OFFER AND ACCEPTANCE FORM

OFFER TO CONTRACT

To Jefferson County:

We hereby offer and agree to furnish the materials or service in compliance with all terms, conditions, specifications, and amendments in the Invitation for Bid and any written exceptions in the offer. We understand that the items in this Invitation for Bid, including, but not limited to, all required certificates are fully incorporated herein as a material and necessary part of the contract.

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

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

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

TRI-CITY EXTERMINATING CO.
Company Name

3304 Spurlock Rd
Address

Nederland, TX 77627
City State Zip

Signature of Person Authorized to Sign

Gene Allbritton
Printed Name

Owner
Title

For clarification of this offer, contact:

Gene Allbritton
Name

(409) 724-2843 F-724-0900
Phone Fax

TRICITY @GT.RR.COM
E-mail

Bidder Shall Return Completed Form with Offer.

Acceptance of Offer

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

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

This contract shall henceforth be referred to as Contract No. 14-016/JW, Term Contract for Pest Control Service for Jefferson County. The Contractor has not been authorized to commence any billable work or to provide any material or service under this contract until Contractor receives a purchase order and/or a notice to proceed from the Jefferson County Purchasing Agent.

Countersigned:

Jeff R. Branick
County Judge

Date

Carolyn L. Guidry
County Clerk

Bidder Shall Return Completed Form with Offer.

Vendor References

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.

THIS FORM MUST BE RETURNED WITH YOUR BID.

REFERENCE ONE

Government/Company Name: AMERICAN REAL ESTATE

Address: 906 S. Twin City Hwy, Nederland, TX 77627

Contact Person and Title: Holly Hinds

Phone: 409-722-0271 Fax: _____

Contract Period: _____ Scope of Work: _____

REFERENCE TWO

Government/Company Name: McAlister deli

Address: Memorial Hwy, Port Arthur, TX

Contact Person and Title: Kason Menges

Phone: 729-3354 Fax: 729-3355

Contract Period: _____ Scope of Work: _____

REFERENCE THREE

Government/Company Name: Schooner's Seafood

Address: Hwy 69 & Hwy 365, Nederland, TX 77627

Contact Person and Title: Connie Megas

Phone: 722-2323 Fax: 722-7070

Contract Period: _____ Scope of Work: _____

Bidder Shall Return Completed Form with Offer.

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.

TRI-CITY EXTERMINATING CO.	
Bidder (Entity Name)	Signature
3304 SPURLOCK RD	GENE ALLBRITTON
Street & Mailing Address	Print Name
NEDERLAND, TX 77627	06/20/2014
City, State & Zip	Date Signed
(409) 724-2843	(409) 724-0900
Telephone Number	Fax Number
tricity@gt.rr.com	
E-mail Address	

Bidder Shall Return Completed Form with Offer.

Conflict of Interest Questionnaire

For vendor or other person doing business with local government entity

This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.

By law this questionnaire must be filed with the records administrator of the local government not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006 Local Government Code.

A person commits an offense if the person violates Section 176.0006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

1. Name of person doing business with local governmental entity.

   WILLIAM ALLBRITTON

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

   (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than September 1 of the year for which an activity described in Section 176.006(a), Local Government Code, is pending and not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3. Describe each affiliation or business relationship with an employee or contractor of the local government entity who makes recommendations to a local government officer of the local governmental entity with respect to expenditure of money.

   NONE

4. Describe each affiliation or business relationship with a person who is a local government officer and who appoints or employs a local government officer of the local governmental entity that is the subject of this questionnaire.

   NONE

Bidder Shall Return Completed Form with Offer.

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ
Page 2

For vendor or other person doing business with local government entity

5. Name of local government officer with whom filer has affiliation or business relationship. (Complete this section only if the answer to A, B, or C is YES.)

This section, item 5 including subparts A, B, C & D, must be completed for each officer with whom the filer has affiliation or business relationship. 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 from the filer of the questionnaire?

☐ Yes ☒ No

B. Is the filer of the questionnaire receive or likely to receive taxable income from or at the direction of the local government officer named in this section AND the taxable income is not from the local government entity?

☐ Yes ☒ No

C. Is the filer of the questionnaire affiliated with a corporation or other business entity that the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☒ No

D. Describe each affiliation or business relationship:

NONE

6. Describe any other affiliation or business relationship that might cause a conflict of interest.

NONE

7.

Signature of person doing business with the governmental entity

06/20/2014
Date

Bidder Shall Return Completed Form with Offer.

Good Faith Effort (GFE) Determination Checklist

This information must be submitted with your bid.

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

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

Did the Prime Contractor/Consultant . . .

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

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

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

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

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

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

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

WILLIAM ALLBRITTON
Printed Name of Authorized Representative

Signature

OWNER
Title

06/20/2014
Date

Bidder Shall Return Completed Form with Offer.

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) "Nonresident 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 Tri-City Ext. [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.):	76-0055366
Company Name submitting bid/proposal:	Tri-City Exterminating Co.
Mailing address:	P.O. BOX 481, Nederland, TX 77627
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.

Bidder Shall Return Completed Form with Offer.

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 TEXS COUNTY OF JEFFERSON

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

on this day personally appeared WILLIAM ALLBRITTON (name), who

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

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

for TRI-CITY EXTERMINATING CO. (name of firm) and have been duly authorized to execute the

foregoing on behalf of the said TRI_CITY EXTERMINATING CO. (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: TRI_CITY EXTERMINATING / WILLIAM ALLBRITTON
3304 Spurlock Rd., Nederland, TX 77627

Fax: (409) 724-0900 Telephone# (409) 724-2843

by: William Allbritton (print name) Title: Owner

Signature:

SUBSCRIBED AND SWORN to before me by the above-named William Allbritton on

this the 24 day of June, 2014.

Jeremiah L Harrington
Notary Public, State of Texas
My Comm. Exp. 06-27-2015

Notary Public in and for
the State of TEXAS

Bidder Shall Return Completed Form with Offer.

[redacted]

TRI-CITY EXTERMINATING CO
3304 SPURLOCK ROAD
NEDERLAND, TEXAS 77627
SUCCESS? CALL 724-9067

TO: JEFFERSON COUNTY
PURCHASING DEPT.
1149 PEARL, 1ST. FLOOR
BEAUMONT, TX 77701

BID NAME: PEST CONTROL SERVICE
FOR JEFFERSON COUNTY

BID NO: IFB 14-016/JW

06-24-14A09:28 RCVD

JEFFERSON COUNTY PURCHASING DEPARTMENT
1149 PEARL STREET, 1ST FLOOR
BEAUMONT, TX 77701
ATTN: Deborah L. Clark

BID No.:	IFB 14-013/JW
DUE DATE:	06/24/2014 @ 11:00AM
BIDDERS NAME:	John Paul's Food Service, LLC 6625 Knollwood Drive Beaumont, TX 77706

Original

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:

John Paul's Food Service, LLC
Company Name

6625 Knollwood Dr.
Address

Beaumont Tx 77706
City State Zip

Paul O Brack
Signature of Person Authorized to Sign

Paul D. Brack
Printed Name

Owner
Title

For clarification of this offer, contact:

Paul D. Brack
Name

409-454-5171
Phone Fax

johnpaulscafe@aol.com
E-mail

Bidder Shall Return Completed Form with Offer.

Acceptance of Offer

The Offer is hereby accepted for the following items: Term Contract for Temporary Canteen (Meal Catering) Disaster/Emergency for Jefferson County. Contract Term: One (1) year from date of award with an option to renew for four (4) additional years.

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

This contract shall henceforth be referred to as Contract No. 14-013/JW, Term Contract for Temporary Canteen (Meal Catering) Disaster/Emergency for Jefferson County. The Contractor has not been authorized to commence any billable work or to provide any material or service under this contract until Contractor receives a purchase order and/or a notice to proceed from the Jefferson County Purchasing Agent.

Countersigned:

Jeff R. Branick
County Judge

Date

ATTEST:

Carolyn L. Guidry
County Clerk

Date

Bidder Shall Return Completed Form with Offer.

Bid Form

Item	Description	Price Per Meal/ per person
1	Breakfast	$ 11.00
2	Lunch	$ 13.00
3	Dinner	$ 19.00
4	Boxed Lunch	$ 9.00

Acknowledgment of Addenda (if any):

Addendum 1 _____ Date Received_____

Addendum 2 _____ Date Received_____

Addendum 3 _____ Date Received_____

Bidder Shall Return Completed Form with Offer.

Vendor References

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.

THIS FORM MUST BE RETURNED WITH YOUR BID.

REFERENCE ONE

Government/Company Name: Jefferson County

Address: 1149 Pearl, Beaumont, TX 77701

Contact Person and Title: Debra Clark

Phone: _____ Fax: _____

Contract Period: 01/2010-Present Scope of Work: Food Service

REFERENCE TWO

Government/Company Name: Sysco Foods

Address: Houston, TX

Contact Person and Title: Anne Self

Phone: 409-466-5395 Fax: _____

Contract Period: 01/2010 - Present Scope of Work: Vendor

REFERENCE THREE

Government/Company Name: Coca-Cola Enterprises Bottling Co.

Address: 11450 Eastex Freeway, Beaumont, TX 77708

Contact Person and Title: John Rhine

Phone: 409-898-9355 Fax: 409-898-9385

Contract Period: 01/2010 - Present Scope of Work: Vendor

Bidder Shall Return Completed Form with Offer.

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.

John Paul's Food Service, LLC	Paul O Brack
Bidder (Entity Name)	Signature
6625 Knollwood Dr.	Paul D. Brack
Street & Mailing Address	Print Name
Beaumont, Tx 77706	6-21-14
City, State & Zip	Date Signed
409-454-5171	
Telephone Number	Fax Number
johnpaulscafe@aol.com	
E-mail Address	

Bidder Shall Return Completed Form with Offer.

Conflict of Interest Questionnaire

For vendor or other person doing business with local government entity

This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.

By law this questionnaire must be filed with the records administrator of the local government not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006 Local Government Code.

A person commits an offense if the person violates Section 176.0006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

1. Name of person doing business with local governmental entity.

John Paul's Food Services LLC

2. ☑ Check this box is you are filing an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than September 1 of the year for which an activity described in Section 176.006(a), Local Government Code, is pending and not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3. Describe each affiliation or business relationship with an employee or contractor of the local government entity who makes recommendations to a local government officer of the local governmental entity with respect to expenditure of money.

N/A

4. Describe each affiliation or business relationship with a person who is a local government officer and who appoints or employs a local government officer of the local governmental entity that is the subject of this questionnaire.

Bidder Shall Return Completed Form with Offer.

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ
Page 2

For vendor or other person doing business with local government entity

5. Name of local government officer with whom filer has affiliation or business relationship. (Complete this section only if the answer to A, B, or C is YES.)

   This section, item 5 including subparts A, B, C & D, must be completed for each officer with whom the filer has affiliation or business relationship. 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 from the filer of the questionnaire?

      ☐ Yes ☐ No

   B. Is the filer of the questionnaire receive or likely to receive taxable income from or at the direction of the local government officer named in this section AND the taxable income is not from the local government entity?

      ☐ Yes ☐ No

   C. Is the filer of the questionnaire affiliated with a corporation or other business entity that the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

      ☐ Yes ☐ No

   D. Describe each affiliation or business relationship:

6. Describe any other affiliation or business relationship that might cause a conflict of interest.

7.

_____ _____

Signature of person doing business with the governmental entity — Date

Bidder Shall Return Completed Form with Offer.

Good Faith Effort (GFE) Determination Checklist

This information must be submitted with your bid.

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

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

Did the Prime Contractor/Consultant . . .

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

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

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

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

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

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

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

Printed Name of Authorized Representative

Signature

Title

Date

Bidder Shall Return Completed Form with Offer.

N/A

Notice of Intent (NOI) to Subcontract with Historically Underutilized Business (HUB)

This information must be submitted with your bid.

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: p Yes p No

Address: _____
Street City State Zip

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

Project Title & No.: _____

Prime Contract Amount: $ _____

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

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

Address: _____
Street City State Zip

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

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

Description of Subcontract Work to be Performed: _____

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

NOTE: NOTHING ON THIS NOTICE OF INTENT FORM IS INTENDED TO CONFER ANY RIGHTS, EXPRESSED OR IMPLIED, TO ANY THIRD PARTIES.

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

Bidder Shall Return Completed Form with Offer.

N/A 353

Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

This information must be submitted with your bid.

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 SUCONTRACTOR DISCLOSURE

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

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

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

Bidder Shall Return Completed Form with Offer.

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.

Bidder Shall Return Completed Form with Offer.

N/A

Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

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

Please complete Good Faith Effort (GFE) Checklist and attach any supporting documentation.

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

- ☐ All subcontractors to be utilized are "Non-HUBs." *(Complete Part III)*
- ☐ HUBs were solicited but did not respond.
- ☐ HUBs solicited were not competitive.
- ☐ HUBs were unavallable 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: _____

Bidder Shall Return Completed Form with Offer.

Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

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

Name (print or type): _____

Title: _____

Signature: _____

Date: _____

E-mail address: _____

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

Name (print or type): _____

Title: _____

Date: _____

E-mail address: _____

Bidder Shall Return Completed Form with Offer.

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) "Nonresident 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 John Paul's Food Service, 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.):	27-1371718
Company Name submitting bid/proposal:	John Paul's Food Service LLC
Mailing address:	6625 Knollwood Dr., Beaumont, TX 77706
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**
29328	6625 Knollwood Dr, Beaumont TX 77706

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

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

Bidder Shall Return Completed Form with Offer.

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 Paul D. Brack (name), who

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

"I, Paul D. Brack (name) am a duly authorized officer of/agent

for John Paul's Food Service, LLC (name of firm) and have been duly authorized to execute the

foregoing on behalf of the said John Paul's Food Service, 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: John Paul's Food Service, LLC
16635 Knollwood Dr., Beaumont Tx 77706

Fax: _____ Telephone# 409-454-5171

by: Paul D. Brack (print name) Title: Owner

Signature: Paul D Brack

SUBSCRIBED AND SWORN to before me by the above-named Paul D. Brack on

this the 23rd day of June, 2014.

M. BURMAH-JONES
Notary Public, State of Texas
My Commission Expires
April 17, 2018

M Burmah-Jones
Notary Public in and for
the State of Texas

Bidder Shall Return Completed Form with Offer.

NOTICE REGARADING THE ATTACHED HURRICANE MENU

The attached menus are sample menus only. Actual menu selections will be subject to product availability. John Paul's Food Service, LLC commits to providing among the highest quality of meals possible in an emergency environment.

John Paul's Food Service is conscious of the personal nutritional needs of the emergency workers and will provide alternative meal options for those individuals with food allergies and intolerances, such as lactose, gluten, soy, nuts, etc. John Paul's Food Service, LLC will not be responsible for accommodating those individuals who do not make their specific needs known in advance. However, John Paul's Food Service will strive to keep reasonable options available on short notice.

Day 1

Breakfast		
	BEVERAGES	Bottled Water / Milk / Juice / Coffee
	ENTRE'	Scrambled Eggs / Biscuit & Gravy / Grits
		Ham / Hashbrowns
	FRUIT	Apples / Oranges / Bananas (Subject to Availability)
Lunch		
	BEVERAGES	Bottled Water / Tea / Soda
	ENTRE'	Lasagna
		Garlic Bead
	SIDES	Corn / Green Beans
	SNACK	Rotating Cookies, Brownies, etc.
Dinner		
	BEVERAGES	Bottled Water / Tea / Soda
	ENTRE'	Hamburger Steak with Grilled Onions over Rice
	SIDES	Pinto Beans / Turnip Greens
		Rotating Salad or Soup
		Rolls
	DESSERT	Rotating Cakes, Pies, Puddings
Midnight Shift		
	BEVERAGES	Bottled Water / Tea / Soda / Coffee
	ENTRE'	Deli Sandwiches - Assorted Ham, Turkey, Chicken Salad
	SIDES	Chips
	SNACK	Rotating Cookies, Brownies, etc.
	FRUIT	Apples / Oranges / Bananas (Subject to Availability)

Day 2

Breakfast		
	BEVERAGES	Bottled Water / Milk / Juice / Coffee
	ENTRE'	Scrambled Eggs / Biscuit & Gravy / Grits
		Sausage
	FRUIT	Apples / Oranges / Bananas (Subject to Availability)
Lunch		
	BEVERAGES	Bottled Water / Tea / Soda
	ENTRE'	Cold Cut PoBoy
	SIDES	Chips / Pickle Spear
	SNACK	Rotating Cookies, Brownies, etc.
Dinner		
	BEVERAGES	Bottled Water / Tea / Soda
	ENTRE'	Shrimp Alfredo with Linguini
	SIDES	Sweet Peas / Baby Carrots
		Rotating Salad or Soup
		Garlic Bread
	DESSERT	Rotating Cakes, Pies, Puddings
Midnight Shift		
	BEVERAGES	Bottled Water / Tea / Soda / Coffee
	ENTRE'	Deli Sandwiches - Assorted Ham, Turkey, Chicken Salad
	SIDES	Chips
	SNACK	Rotating Cookies, Brownies, etc.
	FRUIT	Apples / Oranges / Bananas (Subject to Availability)

Day 3

Breakfast		
	BEVERAGES	Bottled Water / Milk / Juice / Coffee
	ENTRE'	Scrambled Eggs / Biscuit & Gravy / Grits
		Sausage / Bacon / Hashbrowns
	FRUIT	Apples / Oranges / Bananas (Subject to Availability)
Lunch		
	BEVERAGES	Bottled Water / Tea / Soda
	ENTRE'	Grilled Chicken Breast
	SIDES	Broccoli & Cheese / Rice & Gravy
		Rolls
	SNACK	Rotating Cookies, Brownies, etc.
Dinner		
	BEVERAGES	Bottled Water / Tea / Soda
	ENTRE'	Chicken Fried Steak with Cream Gravy
	SIDES	Mashed Potatoes / Seasoned Green Beans
		Rotating Salad or Soup
		Rolls
	DESSERT	Rotating Cakes, Pies, Puddings
Midnight Shift		
	BEVERAGES	Bottled Water / Tea / Soda / Coffee
	ENTRE'	Deli Sandwiches - Assorted Ham, Turkey, Chicken Salad
	SIDES	Chips
	SNACK	Rotating Cookies, Brownies, etc.
	FRUIT	Apples / Oranges / Bananas (Subject to Availability)

Day 4

Breakfast		
	BEVERAGES	Bottled Water / Milk / Juice / Coffee
	ENTRE'	Scrambled Eggs / Biscuit & Gravy / Grits
		Ham
	FRUIT	Apples / Oranges / Bananas (Subject to Availability)
Lunch		
	BEVERAGES	Bottled Water / Tea / Soda
	ENTRE'	Gourmet Deli Sandwich
	SIDES	Chips / Pickle Spears
	SNACK	Rotating Cookies, Brownies, etc.
Dinner		
	BEVERAGES	Bottled Water / Tea / Soda
	ENTRE'	Pork Roast
	SIDES	Mashed Potatoes / Corn
		Rotating Salad or Soup
		Rolls
	DESSERT	Rotating Cakes, Pies, Puddings
Midnight Shift		
	BEVERAGES	Bottled Water / Tea / Soda / Coffee
	ENTRE'	Deli Sandwiches - Assorted Ham, Turkey, Chicken Salad
	SIDES	Chips
	SNACK	Rotating Cookies, Brownies, etc.
	FRUIT	Apples / Oranges / Bananas (Subject to Availability)

Day 5

Breakfast		
	BEVERAGES	Bottled Water / Milk / Juice / Coffee
	ENTRE'	Scrambled Eggs / Biscuit & Gravy / Grits
		French Toast / Ham
	FRUIT	Apples / Oranges / Bananas (Subject to Availability)
Lunch		
	BEVERAGES	Bottled Water / Tea / Soda
	ENTRE'	King's Ranch Chicken
	SIDES	Ranch Style Beans / Fiesta Corn
		Rolls
	SNACK	Rotating Cookies, Brownies, etc.
Dinner		
	BEVERAGES	Bottled Water / Tea / Soda
	ENTRE'	Ribeye Steak
	SIDES	Twice Baked Potatoes / Seasoned Green Beans
		Rotating Salad or Soup
		Rolls
	DESSERT	Rotating Cakes, Pies, Puddings
Midnight Shift		
	BEVERAGES	Bottled Water / Tea / Soda / Coffee
	ENTRE'	Deli Sandwiches - Assorted Ham, Turkey, Chicken Salad
	SIDES	Chips
	SNACK	Rotating Cookies, Brownies, etc.
	FRUIT	Apples / Oranges / Bananas (Subject to Availability)

Day 6

Breakfast		
	BEVERAGES	Bottled Water / Milk / Juice / Coffee
	ENTRE'	Scrambled Eggs / Biscuit & Gravy / Grits
		Smoked Sausage / Hashbrowns
	FRUIT	Apples / Oranges / Bananas (Subject to Availability)
Lunch		
	BEVERAGES	Bottled Water / Tea / Soda
	ENTRE'	Pulled Pork Sandwich
	SIDES	Chips / Cole Slaw / Pickle Spear
	SNACK	Rotating Cookies, Brownies, etc.
Dinner		
	BEVERAGES	Bottled Water / Tea / Soda
	ENTRE'	Grilled Catfish with Creole Sauce
	SIDES	Rice Pilaf / Vegetable Medley
		Rotating Salad or Soup
		Rolls
	DESSERT	Rotating Cakes, Pies, Puddings
Midnight Shift		
	BEVERAGES	Bottled Water / Tea / Soda / Coffee
	ENTRE'	Deli Sandwiches - Assorted Ham, Turkey, Chicken Salad
	SIDES	Chips
	SNACK	Rotating Cookies, Brownies, etc.
	FRUIT	Apples / Oranges / Bananas (Subject to Availability)

Day 7

Breakfast		
	BEVERAGES	Bottled Water / Milk / Juice / Coffee
	ENTRE'	Scrambled Eggs / Biscuit & Gravy / Grits
		Sausage
	FRUIT	Apples / Oranges / Bananas (Subject to Availability)
Lunch		
	BEVERAGES	Bottled Water / Tea / Soda
	ENTRE'	Braised Beef & Vegetables
	SIDES	Buttered Corn / Black Eyed Peas
		Rolls
	SNACK	Rotating Cookies, Brownies, etc.
Dinner		
	BEVERAGES	Bottled Water / Tea / Soda
	ENTRE'	Blackened Pork Chop
	SIDES	Mashed Potatoes / Gilled Cabbage
		Rotating Salad or Soup
		Rolls
	DESSERT	Rotating Cakes, Pies, Puddings
Midnight Shift		
	BEVERAGES	Bottled Water / Tea / Soda / Coffee
	ENTRE'	Deli Sandwiches - Assorted Ham, Turkey, Chicken Salad
	SIDES	Chips
	SNACK	Rotating Cookies, Brownies, etc.
	FRUIT	Apples / Oranges / Bananas (Subject to Availability)

Day 8

Breakfast		
	BEVERAGES	Bottled Water / Milk / Juice / Coffee
	ENTRE'	Scrambled Eggs / Biscuit & Gravy / Grits
		Bacon / Sausage / Hashbrowns
	FRUIT	Apples / Oranges / Bananas (Subject to Availability)
Lunch		
	BEVERAGES	Bottled Water / Tea / Soda
	ENTRE'	Gourmet Deli Sandwiches
	SIDES	Chips / Pickle Spears
	SNACK	Rotating Cookies, Brownies, etc.
Dinner		
	BEVERAGES	Bottled Water / Tea / Soda
	ENTRE'	Beef Tips & Rice
	SIDES	Grilled Zucchini / Country Corn
		Rotating Salad or Soup
		Rolls
	DESSERT	Rotating Cakes, Pies, Puddings
Midnight Shift		
	BEVERAGES	Bottled Water / Tea / Soda / Coffee
	ENTRE'	Deli Sandwiches - Assorted Ham, Turkey, Chicken Salad
	SIDES	Chips
	SNACK	Rotating Cookies, Brownies, etc.
	FRUIT	Apples / Oranges / Bananas (Subject to Availability)

Day 9

Breakfast		
	BEVERAGES	Bottled Water / Milk / Juice / Coffee
	ENTRE'	Scrambled Eggs / Biscuit & Gravy / Grits
		Ham
	FRUIT	Apples / Oranges / Bananas (Subject to Availability)
Lunch		
	BEVERAGES	Bottled Water / Tea / Soda
	ENTRE'	Naw'lins Sausage & Potatoes
	SIDES	Corn / Green Beans
		Rolls
	SNACK	Rotating Cookies, Brownies, etc.
Dinner		
	BEVERAGES	Bottled Water / Tea / Soda
	ENTRE'	Baked Chicken Spaghetti
	SIDES	Peas / Glazed Carrots
		Rotating Salad or Soup
		Garlic Bread / Rolls
	DESSERT	Rotating Cakes, Pies, Puddings
Midnight Shift		
	BEVERAGES	Bottled Water / Tea / Soda / Coffee
	ENTRE'	Deli Sandwiches - Assorted Ham, Turkey, Chicken Salad
	SIDES	Chips
	SNACK	Rotating Cookies, Brownies, etc.
	FRUIT	Apples / Oranges / Bananas (Subject to Availability)

Day 10

Breakfast		
	BEVERAGES	Bottled Water / Milk / Juice / Coffee
	ENTRE'	Scrambled Eggs / Biscuit & Gravy / Grits
		Bacon / Sausage
	FRUIT	Apples / Oranges / Bananas (Subject to Availability)
Lunch		
	BEVERAGES	Bottled Water / Tea / Soda
	ENTRE'	Cold Cut PoBoy
	SIDES	Chips / Pickle Spear
	SNACK	Rotating Cookies, Brownies, etc.
Dinner		
	BEVERAGES	Bottled Water / Tea / Soda
	ENTRE'	BBQ Chicken / Links
	SIDES	Potato Salad / Baked Beans
		Rotating Salad or Soup
		White Bread
	DESSERT	Rotating Cakes, Pies, Puddings
Midnight Shift		
	BEVERAGES	Bottled Water / Tea / Soda / Coffee
	ENTRE'	Deli Sandwiches - Assorted Ham, Turkey, Chicken Salad
	SIDES	Chips
	SNACK	Rotating Cookies, Brownies, etc.
	FRUIT	Apples / Oranges / Bananas (Subject to Availability)

Day 11

Breakfast		
	BEVERAGES	Bottled Water / Milk / Juice / Coffee
	ENTRE'	Scrambled Eggs / Biscuit & Gravy / Grits
		Sausage / Bacon
	FRUIT	Apples / Oranges / Bananas (Subject to Availability)
Lunch		
	BEVERAGES	Bottled Water / Tea / Soda
	ENTRE'	Jamacian Jerk Chicken
	SIDES	Chunky Garlic Potatoes / Sauteed Squash
		Rolls
	SNACK	Rotating Cookies, Brownies, etc.
Dinner		
	BEVERAGES	Bottled Water / Tea / Soda
	ENTRE'	Ham Steaks
	SIDES	Candied Yams / Steamed Broccoli
		Rotating Salad or Soup
		Rolls
	DESSERT	Rotating Cakes, Pies, Puddings
Midnight Shift		
	BEVERAGES	Bottled Water / Tea / Soda / Coffee
	ENTRE'	Deli Sandwiches - Assorted Ham, Turkey, Chicken Salad
	SIDES	Chips
	SNACK	Rotating Cookies, Brownies, etc.
	FRUIT	Apples / Oranges / Bananas (Subject to Availability)

Day 12

Breakfast		
	BEVERAGES	Bottled Water / Milk / Juice / Coffee
	ENTRE'	Scrambled Eggs / Biscuit & Gravy / Grits
		Ham
	FRUIT	Apples / Oranges / Bananas (Subject to Availability)
Lunch		
	BEVERAGES	Bottled Water / Tea / Soda
	ENTRE'	Gourmet Deli Sandwich
	SIDES	Chips / Pickle Spear
	SNACK	Rotating Cookies, Brownies, etc.
Dinner		
	BEVERAGES	Bottled Water / Tea / Soda
	ENTRE'	Turkey with Dressing
	SIDES	Green Bean Casserole / Corn
		Rotating Salad or Soup
		Rolls
	DESSERT	Rotating Cakes, Pies, Puddings
Midnight Shift		
	BEVERAGES	Bottled Water / Tea / Soda / Coffee
	ENTRE'	Deli Sandwiches - Assorted Ham, Turkey, Chicken Salad
	SIDES	Chips
	SNACK	Rotating Cookies, Brownies, etc.
	FRUIT	Apples / Oranges / Bananas (Subject to Availability)

Day 13

Breakfast		
	BEVERAGES	Bottled Water / Milk / Juice / Coffee
	ENTRE'	Scrambled Eggs / Biscuit & Gravy / Grits
		Sausage / Bacon
	FRUIT	Apples / Oranges / Bananas (Subject to Availability)
Lunch		
	BEVERAGES	Bottled Water / Tea / Soda
	ENTRE'	Enchiladas with Chili Gravy
	SIDES	Spanish Rice / Charro Beans
		Corn Tortillas
	SNACK	Rotating Cookies, Brownies, etc.
Dinner		
	BEVERAGES	Bottled Water / Tea / Soda
	ENTRE'	Chicken Fried Steaks with Cream Gravy
	SIDES	Corn / Broccoli
		Rotating Salad or Soup
		Rolls
	DESSERT	Rotating Cakes, Pies, Puddings
Midnight Shift		
	BEVERAGES	Bottled Water / Tea / Soda / Coffee
	ENTRE'	Deli Sandwiches - Assorted Ham, Turkey, Chicken Salad
	SIDES	Chips
	SNACK	Rotating Cookies, Brownies, etc.
	FRUIT	Apples / Oranges / Bananas (Subject to Availability)

Day 14

Breakfast		
	BEVERAGES	Bottled Water / Milk / Juice / Coffee
	ENTRE'	Scrambled Eggs / Biscuit & Gravy / Grits
		Sausage / Bacon
	FRUIT	Apples / Oranges / Bananas (Subject to Availability)
Lunch		
	BEVERAGES	Bottled Water / Tea / Soda
	ENTRE'	Pork Tips over Rice
	SIDES	Seasoned Green Beans / Country Corn
		Rolls
	SNACK	Rotating Cookies, Brownies, etc.
Dinner		
	BEVERAGES	Bottled Water / Tea / Soda
	ENTRE'	Spaghetti & Homemade Italian Meatballs
	SIDES	Green Peas & Carrots / Squash
		Rotating Salad or Soup
		Garlic Bread
	DESSERT	Rotating Cakes, Pies, Puddings
Midnight Shift		
	BEVERAGES	Bottled Water / Tea / Soda / Coffee
	ENTRE'	Deli Sandwiches - Assorted Ham, Turkey, Chicken Salad
	SIDES	Chips
	SNACK	Rotating Cookies, Brownies, etc.
	FRUIT	Apples / Oranges / Bananas (Subject to Availability)

06-24-14A09:01 RCVD

JEFFERSON COUNTY PURCHASING DEPARTMENT
1149 PEARL STREET, 1ST FLOOR
BEAUMONT, TX 77701
ATTN: Deborah L. Clark

BID No.:	IFB 14-013/JW
DUE DATE:	06/24/2014 @ 11:00AM
BIDDERS NAME:	John Paul's Food Service, LLC 6625 Knollwood Drive Beaumont, TX 77706

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:

MLG F & B Services, Inc.
Company Name

4430 Dowlen Road
Address

Beaumont Texas 77706
City State Zip

Signature of Person Authorized to Sign

Lorena Hoffmann
Printed Name

Director of Operations
Title

For clarification of this offer, contact:

Lorena Hoffmann
Name

586 322 1555 —
Phone Fax

lhoffmann@majorleaguegrill.com
E-mail

Bidder Shall Return Completed Form with Offer.

Acceptance of Offer

The Offer is hereby accepted for the following items: Term Contract for Temporary Canteen (Meal Catering) Disaster/Emergency for Jefferson County. Contract Term: One (1) year from date of award with an option to renew for four (4) additional years.

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

This contract shall henceforth be referred to as Contract No. 14-013/JW, Term Contract for Temporary Canteen (Meal Catering) Disaster/Emergency for Jefferson County. The Contractor has not been authorized to commence any billable work or to provide any material or service under this contract until Contractor receives a purchase order and/or a notice to proceed from the Jefferson County Purchasing Agent.

Countersigned:

Jeff R. Branick
County Judge

Date

ATTEST:

Carolyn L. Guidry
County Clerk

Date

Bidder Shall Return Completed Form with Offer.

Bid Form

Item	Description	Price Per Meal/ per person
1	Breakfast	$ 12.99
2	Lunch	$ 15.99
3	Dinner	$ 19.99
4	Boxed Lunch	$ 10.99

Acknowledgment of Addenda (if any):

Addendum 1 _____ Date Received_____

Addendum 2 _____ Date Received_____

Addendum 3 _____ Date Received_____

Bidder Shall Return Completed Form with Offer.

Vendor References

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.

THIS FORM MUST BE RETURNED WITH YOUR BID.

REFERENCE ONE

Government/Company Name: Sysco Foodservice Houston

Address: 10710 Greens Crossing Blvd Houston Texas 77038

Contact Person and Title: Valeri Brader - Sales

Phone: 409 658 3719 Fax: 409 347 0459

Contract Period: N/A Scope of Work: Food Products

REFERENCE TWO

Government/Company Name: Ben E. Keith - Houston

Address: P.O. Box 2497 Fort Worth Texas 76113

Contact Person and Title: Chris Knape - Sales

Phone: 361 533 4930 Fax: N/A

Contract Period: N/A Scope of Work: Food Products

REFERENCE THREE

Government/Company Name: ICEE of Lake Charles

Address: 905 Highway 397 Lake Charles Louisiana 70601

Contact Person and Title: William Weaver - Manager

Phone: 337 366 2018 Fax: 337 436 6171

Contract Period: N/A Scope of Work: Beverages

Bidder Shall Return Completed Form with Offer.

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.

MLG F.B Services, INC	[signature]
Bidder (Entity Name)	Signature
4430 Dowlen Road	Loren Hoffmann
Street & Mailing Address	Print Name
Beaumont Texas 77706	6/18/14
City, State & Zip	Date Signed
409 898 7500	—
Telephone Number	Fax Number
lhoffmann@majorleaguegrill.com	
E-mail Address	

Bidder Shall Return Completed Form with Offer.

Conflict of Interest Questionnaire

For vendor or other person doing business with local government entity

This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.

By law this questionnaire must be filed with the records administrator of the local government not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006 Local Government Code.

A person commits an offense if the person violates Section 176.0006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

1. Name of person doing business with local governmental entity.

N/A

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

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than September 1 of the year for which an activity described in Section 176.006(a), Local Government Code, is pending and not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3. Describe each affiliation or business relationship with an employee or contractor of the local government entity who makes recommendations to a local government officer of the local governmental entity with respect to expenditure of money.

N/A

4. Describe each affiliation or business relationship with a person who is a local government officer and who appoints or employs a local government officer of the local governmental entity that is the subject of this questionnaire.

N/A

Bidder Shall Return Completed Form with Offer.

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ
Page 2

For vendor or other person doing business with local government entity

5. Name of local government officer with whom filer has affiliation or business relationship. (Complete this section only if the answer to A, B, or C is YES.)

   This section, item 5 including subparts A, B, C & D, must be completed for each officer with whom the filer has affiliation or business relationship. 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 from the filer of the questionnaire?

   ☐ Yes ☐ No N/A

   B. Is the filer of the questionnaire receive or likely to receive taxable income from or at the direction of the local government officer named in this section AND the taxable income is not from the local government entity?

   ☐ Yes ☐ No N A

   C. Is the filer of the questionnaire affiliated with a corporation or other business entity that the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

   ☐ Yes ☐ No N/A

   D. Describe each affiliation or business relationship:

   N/A

6. Describe any other affiliation or business relationship that might cause a conflict of interest.

   N A

7.

N A

N/A

Signature of person doing business with the governmental entity

Date

Bidder Shall Return Completed Form with Offer.

Good Faith Effort (GFE) Determination Checklist

This information must be submitted with your bid.

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

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

Did the Prime Contractor/Consultant . . .

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

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

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

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

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

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

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

Loren Hoffman
Printed Name of Authorized Representative

Signature

Director of Operations
Title

6/18/14
Date

Bidder Shall Return Completed Form with Offer.

Notice of Intent (NOI) to Subcontract with Historically Underutilized Business (HUB)

This information must be submitted with your bid.

Bidder intends to utilize subcontractors/subconsultants in the fulfillment of this contract (if awarded). ☐ Yes ☒ No N/A

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.

Bidder Shall Return Completed Form with Offer.

Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

This information must be submitted with your bid.

Bidder intends to utilize subcontractors/subconsultants in the fulfillment of this contract (if awarded). ☐ Yes ☒ No N/A

Prime Contractor: _____ HUB: ☐ Yes ☐ No

HUB Status (Gender & Ethnicity): _____

Address: _____
Street City State Zip

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

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

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

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

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

FOR HUB OFFICE USE ONLY:

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

PART I. HUB SUCONTRACTOR DISCLOSURE

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

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

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

Bidder Shall Return Completed Form with Offer.

Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

HUB SUBCONTRACTOR DISCLOSURE

PART I: Continuation Sheet N/A **(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.

Bidder Shall Return Completed Form with Offer.

Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

N/A

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

Please complete Good Faith Effort (GFE) Checklist and attach any supporting documentation.

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

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

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

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

The 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: _____

Bidder Shall Return Completed Form with Offer.

Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

N/A

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: _____

Bidder Shall Return Completed Form with Offer.

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) "Nonresident 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 MLG F-B Services, Inc [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.):	26-4384457 / 32039011963
Company Name submitting bid/proposal:	MLG F+B Services, Inc
Mailing address:	4430 Dowlen Road Beaumont Texas 77706
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**
7 00000-000/389625-0000	4430 Dowlen Rd Beaumont Texas 77706

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

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

Bidder Shall Return Completed Form with Offer.

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 Loren Hoffmann (name), who

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

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

for MLG F.B Services Inc (name of firm) and have been duly authorized to execute the

foregoing on behalf of the said MLG F.B 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: MLG F.B Services Inc

4430 Dowlen Road Beaumont Texas 77706

Fax: N/A Telephone# 409 898 7500

by: Loren Hoffmann (print name) Title: Director of Operations

Signature:

SUBSCRIBED AND SWORN to before me by the above-named

Loren Hoffmann on

this the 19 day of June, 2014.

Heather Lukenbill

Notary Public in and for

the State of Texas

HEATHER LUKENBILL
Notary Public, State of Texas
My Commission Expires
March 10, 2015

Bidder Shall Return Completed Form with Offer.

Sample Menu
Temporary Canteen (Meal Catering) Disaster/Emergency for Jefferson County
IFB 14-013/JW

BREAKFAST

Fresh Fruit Salad
Scrambled Eggs, Sausage and Hashbrowns
Tortillas, Sour Cream and Fire Roasted Tomato Salsa
Bottled Water, Milk, Juice and Coffee

LUNCH

Iceberg Lettuce tossed with Cucumbers, Tomato and Carrots with Ranch Dressing
Chicken Fried Chicken with Country Gravy
Seasonal Vegetables and Mashed Potatoes
Assorted Cookies
Bottled Water, Assorted Soda's

DINNER

Iceberg Lettuce tossed with Cucumbers, Tomato and Carrots with Ranch Dressing
Linguini Alfredo tossed with Grilled Chicken
Buttered Broccoli
Bread Sticks
Assorted Cookies
Bottled Water, Iced Tea, Assorted Soda's

SHIFT MENU

Boxed Lunch to include:
Turkey Breast and Swiss Cheese on Rye Bread
Lettuce, Tomato and Pickle
Potato Chips
Apple
Cookies
Bottled Water, Iced Tea and Assorted Soda's

06-20-14A09:13 RCVD

DEBORAH L. CLARK - PURCHASING AGENT
JEFFERSON COUNTY PURCHASING DEPARTMENT

TERM CONTRACT FOR TEMPORARY CANTEEN (MEAL CATERING)
DISASTER / EMERGENCY FOR JEFFERSON COUNTY

IFB-14-0131 JW

JUNE 24, 2014

MLG F.B SERVICES, LLC
4420 DOWLEN ROAD
BEAUMONT, TEXAS 77706

ATTACHMENT A

IFB 14-016/JW, Term Contract for Pest Control Service for Jefferson County
Final Tabulation

					Aattaboy Termite & Pest Control 5320 Gorman Rd. Beaumont, TX 77705 Contact: Dodie LeBlanc 409-722-3134 phone 409-722-1018 fax dleblanc@aattaboy.com		**GuardTech Pest Management** 6550 Concord Rd. Beaumont, TX 77708 Contact: Kenneth Carr 409-813-2290 phone 409-838-4155 fax kenneth@guardtechpest.com		**Tri-City Exterminating Co.** 3304 Spurlock Rd. Nederland, TX 77627 Contact: Gene Allbritton 409-724-2843 phone 409-724-0900 fax tricity@gt.rr.com	
Item	**Location**	**Area (Sq. Ft.) / Composition**	**Contact**	**Service Times**	**Price per Month**	**Price per Year**	**Price per Month**	**Price per Year**	**Price per Month**	**Price per Year**
A	**Beaumont**									
1	**Courthouse – Old Building** 1149 Pearl Street Beaumont, Texas 77701	242,899 Brick	David Knight 409-835-8511	5 pm – 12 midnight	$33.34	$400.08	$75.00	$900.00	$150.00	$1,800.00
2	**Courthouse – New Building** 1001 Pearl Street Beaumont, Texas 77701	220,000 Brick	David Knight 409-835-8511	5 pm – 12 midnight	$33.34	$400.08	$75.00	$900.00	$150.00	$1,800.00
3	**Sheriff's Department** 1001 Pearl Street Beaumont, Texas 77701	102,745 Brick	David Knight 409-835-8511	5 pm – 12 midnight	$25.00	$300.00	$45.00	$540.00	$55.00	$660.00
4	**Annex I** 1225 Pearl Street Beaumont, Texas 77701	33,553 Brick	David Knight 409-835-8511	5 pm – 12 midnight	$20.00	$240.00	$35.00	$420.00	$45.00	$540.00
5	**Annex II** 1295 Pearl Street Beaumont, TX 77701	25,032 Brick	David Knight 409-835-8511	5 pm – 12 midnight	$13.75	$165.00	$35.00	$420.00	$45.00	$540.00
6	**Service Center** 1295 Pearl Street Beaumont, Texas 77701	3,848 Brick	David Knight 409-835-8511	5 pm – 12 midnight	$10.00	$120.00	$15.00	$180.00	$45.00	$540.00
7	**Adult Probation Building** 820 Neches Beaumont, Texas 77701	20,832 Brick	David Knight 409-835-8511	5 pm – 12 midnight	$13.75	$165.00	$25.00	$300.00	$45.00	$540.00
8	**Jefferson County Women's Center** 145 S. 11th Street Beaumont, TX 77702	9,600 Metal	Donna Kountz 409-833-2391	1:00 pm – 3:30 pm	$50.00	$600.00	$35.00	$420.00	$45.00	$540.00

					Aattaboy		GuardTech		Tri-City	
Item	Location	Area (Sq. Ft.) / Composition	Contact	Service Times	Price per Month	Price per Year	Price per Month	Price per Year	Price per Month	Price per Year
9	**Health & Welfare** 1295 Pearl Street Beaumont, Texas 77701	3,700 Brick	David Knight 409-835-8511	5 pm – 12 midnight	$10.00	$120.00	$25.00	$300.00	$35.00	$420.00
10	**Precinct # 1** **Service Center** 2205 Hwy. 90 Beaumont, Texas 77702	7,340	Robbie Griffin 409-752-2891	7:00 am – 4:00 pm, Monday –Thursday	$10.00	$120.00	$35.00	$420.00	$45.00	$540.00
11	**Precinct # 4** **Service Center** 7790 Boyt Road Beaumont, Texas 77713	20,649 Brick/Block	Kenneth Minkins 409-794-2444	7:00 am – 4:00 pm, Monday - Thursday	$10.00	$120.00	$35.00	$420.00	$65.00	$780.00
12	**Precinct # 4** **Stockyard Building** 2202 Hebert Road Beaumont,Texas 77705	627 Wood	Kenneth Minkins 409-794-2444	7:00 am – 4:00 pm, Monday - Thursday	$10.00	$120.00	$10.00	$120.00	$10.00	$120.00
13	**Precinct # 4** **Stockyard** 2202 Herbert Road Beaumont, Texas 77705	2,694 Wood	Kenneth Minkins 409-794-2444	7:00 am – 4:00 pm, Monday - Thursday	$10.50	$126.00	$25.00	$300.00	$45.00	$540.00
B	**Juvenile Justice Center**									
1	**Minnie Rogers** **Juvenile Justice Center** 5326 Hwy 69 S. Beaumont, Texas 77705	50,355 Metal/Block	Chief Ed Cockrell 409-722-7474	After 2:00 pm	$80.00	$960.00	$65.00	$780.00	$175.00	$2,100.00
C	**Airport and Mid County Facilities**									
1	**Jerry Ware Terminal –** **Jack Brooks Regional** **Airport** 5000 Jerry Ware Drive Beaumont, Texas 77705	20,000 Brick	Alex Rupp 409-719-4900	7:00 am – 4:00 pm, Monday – Friday	$18.00	$216.00	$40.00	$480.00	$100.00	$1,200.00
2	**Main Terminal Building –** **Jack Brooks Regional** **Airport** 6000 Airline Drive Beaumont, Texas 77705	41,988 Brick	Alex Rupp 409-719-4900	7:00 am – 4:00 pm, Monday – Friday	$18.50	$222.00	55.00	$660.00	100.00	$1,200.00
3	**Administration Building –** **Jack Brooks Regional** **Airport** 4875 Parker Drive Beaumont, Texas 77705	2,000 Brick	Alex Rupp 409-719-4900	7:00 am – 4:00 pm, Monday – Friday	$11.67	$140.04	25.00	$300.00	40.00	$480.00
4	**Terminal II Annex –** **Jack Brooks Regional** **Airport** 5000 Jerry Ware Drive Beaumont, Texas 77705	3,000 Brick	Alex Rupp 409-719-4900	7:00 am – 4:00 pm, Monday – Friday	$15.00	$180.00	25.00	$300.00	30.00	$360.00

					Aattaboy		GuardTech		Tri-City	
Item	Location	Area (Sq. Ft.) / Composition	Contact	Service Times	Price per Month	Price per Year	Price per Month	Price per Year	Price per Month	Price per Year
5	**New Firehouse – Jack Brooks Regional Airport** 5000 Jerry Ware Dr., Suite 100 Beaumont, Texas 77705	5,794 Brick	Alex Rupp 409-719-4900	7:00 am – 4:00 pm, Monday – Friday	$11.67	$140.04	35.00	$420.00	40.00	$480.00
6	**Hangar #7 Office - Jack Brooks Regional Airport** 4605 Airport 3rd Street Beaumont, TX 77705	4,500 Metal	Alex Rupp 409-719-4900	7:00 am – 4:00 pm, Monday – Friday	$19.75	$237.00	35.00	$420.00	35.00	$420.00
7	**Maintenance Shop - Jack Brooks Regional Airport** 4875 Parker Drive Rear Beaumont, TX 77705	1,800 Metal	Alex Rupp 409-722-0251	7:00 am – 4:00 pm, Monday – Friday	$19.75	$237.00	25.00	$300.00	20.00	$240.00
8	**Mid County Tax Office** 4605 Jerry Ware Drive Beaumont, Texas 77705	2,476 Metal/Brick	Mike Trahan 409-727-2173	6:15 am – 5:00 pm, Monday - Thursday	$13.74	$164.88	35.00	$420.00	35.00	$420.00
9	**Mid County Office Building** 7933 Viterbo Road Beaumont, Texas 77705	15,000 Metal/Brick	Mike Trahan 409-727-2173	6:15 am – 5:00 pm, Monday - Thursday	$18.00	$216.00	40.00	$480.00	100.00	$1,200.00
10	**JP & Constable Bldg Pct.# 4** 19217 Hwy 365 Beaumont, Texas 77705	3800 Brick	Mike Trahan 409-727-2173	6:15 am – 5:00 pm, Monday - Thursday	$18.00	$216.00	35.00	$420.00	40.00	$480.00
11	**Precinct # 2 Service Center** 7759 Viterbo Road Beaumont, Texas 77705	14,400 Metal	Mike Trahan 409-727-2173	6:15 am – 5:00 pm, Monday - Thursday	$18.00	$216.00	40.00	$480.00	100.00	$1,200.00
12	**Precinct # 2 Labelle Yard** 12911 Hwy 365 Beaumont, Texas 77705	1,200 Steel & Wood	Frank Adams 409-960-8200	6:15 am – 5:00 pm, Monday - Thursday	$21.00	$252.00	35.00	$420.00	20.00	$240.00
13	**Jefferson County Sheriff's Office– Narcotics Division Office** 4640 Hangar Drive Beaumont, Texas 77705	4,500 Metal	Chief Ron Hobbs 409-726-2950	8:00 am – 5:00 pm By Appointment.	$18.34	$220.08	35.00	$420.00	45.00	$540.00

D	Facilities				Aattaboy		GuardTech		Tri-City	
1	**Subcourthouse** 525 Lakeshore Drive Port Arthur, Texas 77640	19,700 Limestone	Mark Bernard 409-983-8307	5pm – 12 midnight By Appointment.	$13.33	$159.96	$55.00	$660.00	$100.00	$1,200.00
2	**Subcourthouse Maintenance** 709 Lakeshore Drive Port Arthur, Texas 77640	2,000 Brick	Mark Bernard 409-983-8307	5pm – 12 midnight By Appointment.	$10.00	$120.00	$25.00	$300.00	$20.00	$240.00
3	**Health & Welfare** 246 Dallas Avenue Port Arthur, Texas 77640	14,340 Brick	Mark Bernard 409-983-8307	5pm – 12 midnight By Appointment.	$13.50	$162.00	$40.00	$480.00	$100.00	$1,200.00
4	**Juvenile Probation** 900 4th Street Port Arthur, Texas 77640	3,740 Brick	Mark Bernard 409-983-8307	5pm – 12 midnight By Appointment.	$10.00	$120.00	$40.00	$480.00	$35.00	$420.00
5	**Precinct # 3 Service Center** 5700 Jade Avenue Port Arthur, Texas 77640	7,140 Metal	Mark Redwine 409-736-2851	8:00 am - 5:00 pm By Appointment.	$18.00	$216.00	$40.00	$480.00	$75.00	$900.00
6	**Precinct # 3 Stockyard** 24420 Hwy 124 Hamshire, Texas 77622	5,396 Metal	Mark Redwine 409-736-2851	8:00 am - 5:00 pm By Appointment.	$10.00	$120.00	$40.00	$480.00	$55.00	$660.00
7	**Precinct # 3 Service Center Storage Shed** 5700 Jade Avenue Port Arthur, Texas 77640	7,500 Metal	Mark Redwine 409-736-2851	8:00 am - 5:00 pm By Appointment.	$13.75	$165.00	$40.00	$480.00	$75.00	$900.00
8	**Jefferson County Sheriff's Office – Marine Unit** 5960 S. 1st Street Sabine Pass, Texas 77655	4,071 Hardy Plank (concrete)/ Metal Roof	Chief Ron Hobbs 409-726-2950	8:00 am - 5:00 pm By Appointment.	$18.34	$220.08	$40.00	$480.00	$45.00	$540.00
				Total Per Year =		**$7,896.24**		**$15,780.00**		**$25,980.00**

OFFER AND ACCEPTANCE FORM

OFFER TO CONTRACT

To Jefferson County:

We hereby offer and agree to furnish the materials or service in compliance with all terms, conditions, specifications, and amendments in the Invitation for Bid and any written exceptions in the offer. We understand that the items in this Invitation for Bid, including, but not limited to, all required certificates are fully incorporated herein as a material and necessary part of the contract.

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

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

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

Aattaboy Termite & Pest Control — For clarification of this offer, contact:
Company Name

5320 Gorman Rd — Dodie LeBlanc
Address — Name

Beaumont — TX — 77705 — 409 722 3134 — 409 722 1018
City — State — Zip — Phone — Fax

Andrew M Kennedy — dleblanc@aattaboy.com
Signature of Person Authorized to Sign — E-mail

Andrew M Kennedy
Printed Name

Owner
Title

Bidder Shall Return Completed Form with Offer.

Acceptance of Offer

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

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

This contract shall henceforth be referred to as Contract No. 14-016/JW, Term Contract for Pest Control Service for Jefferson County. The Contractor has not been authorized to commence any billable work or to provide any material or service under this contract until Contractor receives a purchase order and/or a notice to proceed from the Jefferson County Purchasing Agent.

Countersigned:

Jeff R. Branick
County Judge

Date

Carolyn L. Guidry
County Clerk

Bidder Shall Return Completed Form with Offer.

CONTRACT RENEWAL FOR IFB 10-044/KJS
TERM CONTRACT FOR HVAC CAPITAL EQUIPMENT, SERVICES, AND SUPPLIES FOR JEFFERSON COUNTY DISASTER RELIEF

The County entered into a contract with Alliance Mechanical Services for one (1) year, from August 2, 2010 to August 1, 2011, with an option to renew the contract for up to a five (5) year period.

Pursuant to the contract, Jefferson County hereby exercises its option to renew the contract for a fourth additional one (1) year renewal from July 30, 2014 to July 29, 2015.

ATTEST:

Carolyn L. Guidry, County Clerk

JEFFERSON COUNTY, TEXAS

Jeff R. Branick, County Judge

CONTRACTOR:
Alliance Mechanical Services

(Name)

CONTRACT RENEWAL FOR (IFB 13-009/KJS), ON CALL COURT REPORTING AND TRANSCRIPTION

The County entered into a contract with Jan Girouard & Associates for one (1) year, from August 12, 2013 to August 11, 2014, with an option to renew the contract for up to a five (5) year period.

Pursuant to the contract, Jefferson County hereby exercises its option to renew the contract for the first additional one (1) year renewal from August 11, 2014 to August 10, 2015.

ATTEST:

Carolyn L. Guidry, County Clerk

JEFFERSON COUNTY, TEXAS

Jeff Branick, County Judge

CONTRACTOR:
Jan Girouard & Associates

Melissa Girouard

(Name)

ATTACHMENT B

IFB 11-029/AW
Term Contract for Sheriff's Department (Jefferson County) Law Enforcement Equipment and Uniforms
Awarded: August 22, 2011

Renewal 1: 8/21/12 – 8/20/13
Renewal 2: 8/20/13 – 8/19/14

Proposed Price Increases

Item	Description	Vendor	Price Ea.	Proposed Price Increases
1	Male Prestige Advance Trouser (Elbeco E474)	Texas Code Blue	$65.00	**$68.00**
2	Male Prestige Advance LS Shirt (Elbeco 840)	Texas Code Blue	$50.00	**$54.00**
3	Male Prestige Advance SS Shirt (Elbeco 840)	Texas Code Blue	$46.00	**$50.00**
4.	Female Prestige Advance LS Shirt (Elbeco 9340)	Texas Code Blue	$50.00	**$54.00**
5.	Female Prestige Advance SS Shirt (Elbeco 9340)	Texas Code Blue	$46.00	**$50.00**
6.	Female Prestige Advance Trouser (Elbeco 9474)	Texas Code Blue	$65.00	**$68.00**
7.	Elbeco Tex-Trop w/ zip – F – LS (Elbeco Z9814)	Lone Star Uniform	$34.00	
8.	Elbeco Tex-Trop w/ zip – F – SS (Elbeco Z9814)	Lone Star Uniform	$31.00	
9.	Elbeco Tex-Trop w/ zip – M – LS (Elbeco Z314)	Lone Star Uniform	$34.00	
10.	Elbeco Tex-Trop w/ zip – M – SS (Elbeco Z3314)	Lone Star Uniform	$31.00	
11.	Male Tex-Trop Trouser (Elbeco E314)	Lone Star Uniform	$35.00	
12.	Elbeco Tex-Trop – F – LS (Elbeco 9314)	Texas Code Blue	$40.00	**$42.00**
13.	Elbeco Tex-Trop – F – SS (Elbeco 9814)	Lone Star Uniform	$31.00	
14.	Elbeco Tex-Trop – M – LS (Elbeco 314)	Texas Code Blue	$40.00	
15.	Elbeco Tex-Trop – M – SS (Elbeco Z3314)	Lone Star Uniform	$31.00	
16.	Female Tex-Trop Trouser (Elbeco E9314)	Lone Star Uniform	$35.00	
17.	Jacket (Gerber 71N1)	Lone Star Uniform	$92.00	
18.	Polo Shirt (Elbeco UFX) w/ emb.	Texas Code Blue	$48.00	**$50.00**
19.	Horace Small Sentry Windbreaker (15)	Lone Star Uniform	$59.95	
20.	Name Badge (Blackinton J2)	Lone Star Uniform	$9.95	
21.	Raincoat (Spiewak S309 W. emblem)	Texas Code Blue	$118.00	**$122.00**
22.	Belt (Safariland 87)	Texas Code Blue	$60.00	
23.	Belt (Safariland 99)	Texas Code Blue	$34.00	
24.	Belt (G&G B191))	Texas Code Blue	$30.00	
25.	Cuff Case (Safariland 190)	Texas Code Blue	$28.00	
26.	Cuff Case (Safariland 090)	Texas Code Blue	$32.00	
27.	Baton Holder (G&G B560)	Texas Code Blue	$24.00	
28.	Holster Level III (Safariland 6360)	Texas Code Blue	$139.00	

Item	Description	Vendor	Price Ea.	Proposed Price Increases
29.	Holster Level III (Safariland 070)	Texas Code Blue	$140.00	
30.	Double Magazine Holder (G&G 682-3)	Texas Code Blue	$32.00	
31.	Double Magazine Holder (G&G K617)	Texas Code Blue	$32.00	
32.	OC Spray Holder (G&G 68203)	Texas Code Blue	$24.00	
33.	Belt Keepers (G&G B76)	Texas Code Blue	$14.00	
34.	S.O. Lapel Pin (Blackinton)	Texas Code Blue	$14.00	
35.	Traffic Vest (Spiewak 5912)	Texas Code Blue	$44.00	
36.	Handcuffs, Nickel (SW100)	Texas Code Blue	$26.00	
37.	Red Cone Stinger (75903)	~~10-32 Supply~~ Texas Code Blue	$9.00	
38.	Red Cone SL20 (22511)	~~10-32 Supply~~ Texas Code Blue	$10.00	
39.	Stinger Flashlight (75014)	Texas Code Blue	$110.00	
40.	Stinger Flashlight Battery (D8005)	Texas Code Blue	$24.00	
41.	Stinger Flashlight Bulb (75914)	Texas Code Blue	$7.00	
42.	Stinger Flashlight Lens Kit (75956)	Texas Code Blue	$20.00	
43.	Stinger DS LED – aluminum (75813)	Texas Code Blue	$134.00	**$142.00**
44.	Stinger DS LED – polymer (76813)	Texas Code Blue	$118.00	**$125.00**
45.	SC20XP LED Flashlight – alum. (25103)	Texas Code Blue	$110.00	**$115.00**
46.	SC20XP LED Flashlight – nylon (20203)	Texas Code Blue	$130.00	**$134.00**
47.	Maglite Flashlight (RX1019)	Texas Code Blue	$85.00	
48.	Maglite Flashlight Battery (D8001)	Texas Code Blue	$24.00	
49.	Maglite Flashlight Bulb (LR00001(	Texas Code Blue	$8.00	
50.	ASP Baton, Black (FB52411 21")	Texas Code Blue	$82.00	
51.	Kevlar Gloves (Strong Suit Enforcer)	Texas Code Blue	$32.00	
52.	Leg Irons, Standard (SW1900)	Texas Code Blue	$48.00	**$52.00**
53.	Molded One-Piece Seat Org. (Proguard D2950)	Texas Code Blue	$60.00	**$70.00**
54.	Additional Items (% off)	Texas Code Blue	28%	
55.	Ballistic Vests (% off)	Texas Code Blue	36%	

Vendor shall comply with 15-day delivery whenever possible and shall notify the department in the event that the order will take longer.

Lone Star Uniforms Inc.
PO Box 692348
Houston, TX 77269-2348
Attn: Corine Fox
Phone: 832-237-8000
Fax: 832-237-8008
corine@lonestaruniforms.com

Texas Code Blue LLC
5550 Eastex Freeway, Suite L
Beaumont, Texas 77708
Attn: Tony Cervantes
Phone: 409-892-7836
Fax: 409-892-7826
tcervantes@codebluesupply.com

CONTRACT RENEWAL FOR IFB 11-029/AW
TERM CONTRACT FOR SHERIFF'S DEPARTMENT
(JEFFERSON COUNTY)
LAW ENFORCEMENT EQUIPMENT AND UNIFORMS

The County entered into a contract with Lone Star Uniforms, Inc. for one (1) year, from August 22, 2011 to August 21, 2012, with an option to renew the contract for up to a five (5) year period.

Pursuant to the contract, Jefferson County hereby exercises its option to renew the contract for a third additional one (1) year renewal from August 19, 2014 to August 18, 2015.

ATTEST:

Carolyn L. Guidry, County Clerk

JEFFERSON COUNTY, TEXAS

Jeff Branick, County Judge

CONTRACTOR:
Lone Star Uniforms, Inc.

(Name)

CONTRACT RENEWAL FOR IFB 11-029/AW
TERM CONTRACT FOR SHERIFF'S DEPARTMENT
(JEFFERSON COUNTY)
LAW ENFORCEMENT EQUIPMENT AND UNIFORMS

The County entered into a contract with Texas Code Blue, LLC. for one (1) year, from August 22, 2011 to August 21, 2012, with an option to renew the contract for up to a five (5) year period.

Pursuant to the contract, Jefferson County hereby exercises its option to renew the contract for a third additional one (1) year renewal from August 19, 2014 to August 18, 2015.

ATTEST:

Carolyn L. Guidry, County Clerk

JEFFERSON COUNTY, TEXAS

Jeff Branick, County Judge

CONTRACTOR:
Texas Code Blue, LLC.

(Name)

A505

Texas Department of Agriculture
Construction Contract Change Order

Owner: Jefferson County 149 Pearl Street Jefferson County, Texas 77701 Phone No.: 409-835-8593	Contract For: LOW PRESSURE SEWER SYSTEM – CHEEK PHASE III Project Location: CHEEK AREA COMMUNITY JEFFERSON COUNTY, TEXAS	Region: SETRPC TxCDBG Contract No.: 711281 Change Order: No. 3

Contractor: T. Johnson Industries, Inc. P.O. Box 8009 Lumberton, TX 77657 Phone No.: 409-246-2440	Engineer: d.p. Consulting Engineers, Inc. 3727 Doctors Drive Port Arthur, Texas 77642 Phone No.: 409-983-6263

Owner is requesting TDA review to determine eligibility of change order expenses.

Changes to Existing Line Items (Items from original bid or added in previous change order only)

Item No.	Item Description	Current Quantity	Unit	Unit Price	Change in Quantity (+/-)	Change in Contract Price
	APRIL RAIN DAYS					

New Items Requested (Items without a unit price in the original bid)

Provide Explanation (attach separate documentation if necessary):

Item No.	Item Description	Unit	Unit Price	Change in Quantity (+/-)	Change in Contract Price

Change in Contract Price		Change in Contract Time	
Original Contract Price:	$228,653.50	Original Contract Time:	180 days
Previous Change Order(s) No.'s 1 to 2	($3286.50)	Net Change From Previous Change Orders days	10
Contract Price Prior to this Change Order	$225,367.00	Contract Time Prior to this Change Order	190 days
Net Increase/Decrease of this Change Order	$ 0.00	Net Increase/Decrease of this Change Order	1 days
Contract Price With all Approved Change Orders	$225,367.00	Contract Time With all Approved Change	191 days
Cumulative % Change in Contract Price: -1.44%			

Notice: * Generally, a cumulative change in the contract price in excess of 25% cannot be approved.
* Reimbursement of costs submitted in this change order are subject to approval by the Department.

See TxCDBG Project Implementation Manual Section 5.2.5.

Region: SETRPC	TxCDBG Contract No.: 711281
Grant Recipient: Jefferson County	Change Order No.: 3

JUSTIFICATION FOR CHANGE	Increase	Decrease	No Change
1. Effect of this change on scope of work:	☐	☐	☒
2. Effect on operation and maintenance costs:	☐	☐	☒
	Yes	No	N/A
3. Will this Change Order change the number of beneficiaries or TxCDBG contract Performance Statement? If yes, please attach Performance Statement modification request.	☐	☒	☐
4. Has this change created new circumstances or environmental conditions which may affect the project's impact, such as concealed or unexpected conditions discovered during actual construction?	☐	☒	
If "Yes", is an Environmental Re-assessment required?	☐	☐	
5. Is the TCEQ clearance still valid?	☒	☐	☐
6. Are other TxCDBG contractual special condition clearance still valid? (If no, specify):	☒	☐	
7. If new items are included that were not included in the competitive bid, have the prices been determined to be reasonable?	☐	☐	☒

APPROVED by Grant Recipient (Required):

Signature: _____ Title: _____ Date: _____

RECOMMENDED:	ACCEPTED:
By: William J. Larrain, P.E.	By: [signature]
ENGINEER (Authorized Signature)	CONTRACTOR (Authorized Signature)
Date: 5/20/14	Date: 5-19-2014

To receive an email copy of the TDA response, provide information below:

	Name	Email address
Grant Recipient	Mario Watkins	mwatkins@co.jefferson.tx.us
Admin Consultant	Vivian L. Ballou	vballou@carlrgriffith.com
Engineering Consultant	Will Larrain, P.E.	wlarrain@dpengineersinc.com

For office use only:	Eligible Change Order	
Net Increase/Decrease of this Change Order Requested	$_____	Net Increase/Decrease of this Change Order Requested _____ days
Net Increase/Decrease of this Change Order Approved	$_____	Net Increase/Decrease of this Change Order Approved _____ days
Contract Price With all Approved Change Orders	$_____	Contract Time With all Approved Change Orders _____ days

Notes:

_____ Regional Coordinator	_____ Date
_____ Manager	_____ Date

CUTEA505

Texas Department of Agriculture
Construction Contract Change Order

Owner: Jefferson County 149 Pearl Street Jefferson County, Texas 77701 Phone No.: 409-835-8593	Contract For: LOW PRESSURE SEWER SYSTEM – CHEEK PHASE III Project Location: CHEEK AREA COMMUNITY JEFFERSON COUNTY, TEXAS	Region: SETRPC TxCDBG Contract No.: 711281 Change Order: No. 4

Contractor: T. Johnson Industries, Inc. P.O. Box 8009 Lumberton, TX 77657 Phone No.: 409-246-2440	Engineer: d.p. Consulting Engineers, Inc. 3727 Doctors Drive Port Arthur, Texas 77642 Phone No.: 409-983-6263

Owner is requesting TDA review to determine eligibility of change order expenses.

Changes to Existing Line Items (Items from original bid or added in previous change order only)

Item No.	Item Description	Current Quantity	Unit	Unit Price	Change in Quantity (+/-)	Change in Contract Price
	MAY, RAIN DAYS					

New Items Requested (Items without a unit price in the original bid)
Provide Explanation (attach separate documentation if necessary):

Item No.	Item Description	Unit	Unit Price	Change in Quantity (+/-)	Change in Contract Price
A.	Supply labor, equipment & asphalt material to repair Boyt Road or Driveway open cut repairs	1	L.S.	$1298.00	+1

Change in Contract Price		Change in Contract Time	
Original Contract Price:	$228,653.50	Original Contract Time:	180 days
Previous Change Order(s) No.'s 1 to 3	($3286.50)	Net Change From Previous Change Orders	11 days
Contract Price Prior to this Change Order	$225,367.00	Contract Time Prior to this Change Order	191 days
Net Increase/Decrease of this Change Order	**$1298.00**	Net Increase/Decrease of this Change Order	**4 days**
Contract Price With all Approved Change Orders	**$226,665.00**	Contract Time With all Approved Change	**195 days**
Cumulative % Change in Contract Price: +0.58%			

Notice: * Generally, a cumulative change in the contract price in excess of 25% cannot be approved.
* Reimbursement of costs submitted in this change order are subject to approval by the Department.
See TxCDBG Project Implementation Manual Section 5.2.5.

Region: SETRPC	TxCDBG Contract No.: 711281
Grant Recipient: Jefferson County	Change Order No.: 4

JUSTIFICATION FOR CHANGE	Increase	Decrease	No Change
1. Effect of this change on scope of work:	☐	☐	☒
2. Effect on operation and maintenance costs:	☐	☐	☒
	Yes	No	N/A
3. Will this Change Order change the number of beneficiaries or TxCDBG contract Performance Statement? If yes, please attach Performance Statement modification request.	☐	☒	☐
4. Has this change created new circumstances or environmental conditions which may affect the project's impact, such as concealed or unexpected conditions discovered during actual construction?	☐	☒	-
If "Yes", is an Environmental Re-assessment required?	☐	☐	
5. Is the TCEQ clearance still valid?	☒	☐	☐
6. Are other TxCDBG contractual special condition clearance still valid? (If no, specify):	☒	☐	-
7. If new items are included that were not included in the competitive bid, have the prices been determined to be reasonable?	☐	☐	☒

APPROVED by Grant Recipient (Required):

Signature: _____ Title: _____ Date: _____

RECOMMENDED:

By: William L. Larrain P.E.

ENGINEER (Authorized Signature)

Date: 6/12/14

ACCEPTED:

By: Steve Howard

CONTRACTOR (Authorized Signature)

Date: 6-16-2014

To receive an email copy of the TDA response, provide information below:

	Name	Email address
Grant Recipient	Mario Watkins	mwatkins@co.jefferson.tx.us
Admin Consultant	Vivian L. Ballou	vballou@carlrgriffith.com
Engineering Consultant	Will Larrain, P.E.	wlarrain@dpengineersinc.com

For office use only: **Eligible Change Order**

Net Increase/Decrease of this Change Order Requested $_____	Net Increase/Decrease of this Change Order Requested _____ days
Net Increase/Decrease of this Change Order Approved $_____	Net Increase/Decrease of this Change Order Approved _____ days
Contract Price With all Approved Change Orders $_____	Contract Time With all Approved Change Orders _____ days

Notes:

_____ Regional Coordinator	_____ Date
_____ Manager	_____ Date

A505

Texas Department of Agriculture
Construction Contract Change Order

Owner: Jefferson County 149 Pearl Street Jefferson County, Texas 77701 Phone No.: 409-835-8593	Contract For: LOW PRESSURE SEWER SYSTEM – CHEEK PHASE III Project Location: CHEEK AREA COMMUNITY JEFFERSON COUNTY, TEXAS	Region: SETRPC TxCDBG Contract No.: 711281 Change Order: No. 5 and **FINAL**
Contractor: T. Johnson Industries, Inc. P.O. Box 8009 Lumberton, TX 77657 Phone No.: 409-246-2440	Engineer: dp Consulting Engineers, Inc. 3727 Doctors Drive Port Arthur, Texas 77642 Phone No.: 409-983-6263	

Owner is requesting TDA review to determine eligibility of change order expenses.

Changes to Existing Line Items (Items from original bid or added in previous change order only)

Item No.	Item Description	Current Quantity	Unit	Unit Price	Change in Quantity (+/-)	Change in Contract Price
5	4" PVC SDR-26 SEWER FORCE MAIN COMPLETE IN PLACE INCLUDING SAND ENCASEMENT PER DETAIL	7600.00	L.F.	9.05	+80.00	724.00
7	ROADWAY BORE AND STEEL CASING FOR 4" SEWER FORCE MAIN, INCLUDING END SEALS	200.00	L.F.	61.00	+5.00	305.00
20	RELOCATE MAIL BOXES AS DIRECTED IN THE FIELD	50.00	E.A.	4.00	-28.00	-1400.00
24	"610" ROCK FOR DRIVEWAYS, LOOSE DUMP AND SPREAD MIN. 6" THICK	35.83	C.Y.	54.00	-84.17	-4545.18
9	DRIVEWAY BORE FOR 4" SEWER FORCE MAIN	675.00	L.F.	25.00	+95.00	2375.00
11	4" GATE VALVE DI-MJ RESTRAINED W/MEGA-LUGS	2	E.A.	660.00	+1.00	660.00
14	4"x4" WYE DI-MJ, RESTRAINED W/MEGA-LUG	0.00	E.A.	366.00	-1.00	-366.00
16	INLINE FLUSHING VALVE W/MANHOLE	0.00	E.A.	3000.00	-1.00	-3000.00
19	2" SEWER COMBINATION AIR VALVE, SINGLE BODY, W/STANDARD MANHOLE, RING AND COVER COMPLETE IN PLACE	2	E.A.	3920.00	+1.00	3920.00
21	1 1/4" HDPE SDR-11 SANITARY SEWER SERVICE LINE, COMPLETE IN PLACE, FROM VALVE BOX TO GRINDER UNIT	2975.00	L.F.	3.95	+875.00	3456.25
22	LONG SIDE SANITARY SEWER LOW PRESSURE SERVICE LINE FROM FORCE MAIN TO AND INCLUDING VALVE BOX AT PROPERTY LINE INCLUDING TAP, 1-1/4" SDR-11 HDPE, FITTINGS, VALVES AND ROADWAY BORE COMPLETE IN PLACE	10	L.F.	1440.00	-1.00	-1440.00
28	Cement stabilized sand backfill 1-1/2 sack/c.y. When authorized by the engineer	19.51	C.Y.	27.6	+19.51	538.48

29	Extra class-A concrete-bulk complete in place, when authorized by the engineer	3.60	C.Y.	96.60	+3.60	347.76
	COLUMN TOTAL:				**+10,751.18**	**(-12,326.49)**

New Items Requested (Items without a unit price in the original bid)
Provide Explanation (attach separate documentation if necessary):

Item No.	Item Description	Unit	Unit Price	Change in Quantity (+/-)	Change in Contract Price

Change in Contract Price		**Change in Contract Time**	
Original Contract Price:	$228,653.50	Original Contract Time:	180 days
Previous Change Order(s) No. 1 to No. 4	($1988.50)	Net Change From Previous Change Orders	40 days
Contract Price Prior to this Change Order	$226,665.00	Contract Time Prior to this Change Order	309 days
Net ~~Increase~~/Decrease of this Change Order	$1575.31	Net Increase/Decrease of this Change Order	22 days
Contract Price With all Approved Change Orders	$228,240.31	Contract Time With all Approved Change	331 days
Cumulative % Change in Contract Price: 0.69%			

Notice: * Generally, a cumulative change in the contract price in excess of 25% cannot be approved.
* Reimbursement of costs submitted in this change order are subject to approval by the Department.
See TxCDBG Project Implementation Manual Section 5.2.5.

Region: SETRPC	TxCDBG Contract No.: 711281
Grant Recipient: Jefferson County	Change Order No.: 1

JUSTIFICATION FOR CHANGE	Increase	Decrease	No Change
1. Effect of this change on scope of work:	☐	☐	☒
2. Effect on operation and maintenance costs:	☐	☐	☒
	Yes	No	N/A
3. Will this Change Order change the number of beneficiaries or TxCDBG contract Performance Statement? If yes, please attach Performance Statement modification request.	☐	☒	☐
4. Has this change created new circumstances or environmental conditions which may affect the project's impact, such as concealed or unexpected conditions discovered during actual construction?	☐	☒	-
If "Yes", is an Environmental Re-assessment required?	☐	☐	
5. Is the TCEQ clearance still valid?	☒	☐	☐
6. Are other TxCDBG contractual special condition clearance still valid? (If no, specify):	☒	☐	-
7. If new items are included that were not included in the competitive bid, have the prices been determined to be reasonable?	☐	☐	☒

APPROVED by Grant Recipient (Required):

Signature: _____ Title: _____ Date: _____

RECOMMENDED:	ACCEPTED:
By: William J. Larrain, P.E.	By: STOCKHOLDER
ENGINEER (Authorized Signature)	CONTRACTOR (Authorized Signature)
Date: 6-26-14	Date: 6-26-14

To receive an email copy of the TDA response, provide information below:

	Name	Email address
Grant Recipient	Mario Watkins	mwatkins@co.jefferson.tx.us
Admin Consultant	Vivian L. Ballou	vballou@carlrgriffith.com
Engineering Consultant	Will Larrain, P.E.	wlarrain@dpengineersinc.com

For office use only:	**Eligible Change Order**
Net Increase/Decrease of this Change Order Requested $_____	Net Increase/Decrease of this Change Order Requested _____ days
Net Increase/Decrease of this Change Order Approved $_____	Net Increase/Decrease of this Change Order Approved _____ days
Contract Price With all Approved Change Orders $_____	Contract Time With all Approved Change Orders _____ days
Notes:	

_____ Regional Coordinator	_____ Date
_____ Manager	_____ Date

Certificate of Construction Completion A709

(Submit one for each Prime Construction Contract)

Grant Recipient: County of Jefferson TxCDBG Contract No: 711281

This is to certify that a final inspection of the project described below was conducted on the 13th day of June 2014.

Contract was entered into on the 15th day of January, 2014 between the ~~city~~/county of Jefferson and T. Johnson Industries, Inc. for the construction of Approximately 7,600 L.F. of 4" force main and 11 grinder pump units.

This is to further certify that:

1. The work has been completed in accordance with the plans and specifications and all amendments, change orders and supplemental agreements thereto.

2. The sum of $ 0.00, deducted from the final payment to the Contractor in accordance with any contract liquidated damages requirements, separate from any liquidated damages resulting from Davis-Bacon compliance.

3. The Contractor has presented on behalf of itself and its sureties, satisfactory evidence that he or she will repair, replace and make good any faulty workmanship and/or materials discovered in the work within a period of 12 months from this date, as provided in the Contract.

4.

Amount of Original Contract	$ 228,653.50
Cumulative Change Orders	$(413.09)
Final Amount of Contract	$ 228,240.31
Less Previous Payments	$ 205,416.28
Less Deductions (from #2 above)	$ 0.00
FINAL PAYMENT (Balance)	$ 22,824.03

5. The Final Payment in the amount above is now due and payable.

Certified by:

Engineer Designee	Contractor	Chief Elected Official or
President	General Manager	
Title	Title	Title
dp Consulting Engineers, Inc.	T. Johnson Industries, Inc.	Jefferson County
Firm	Firm	City/County of

EVERETTE "BO" ALFRED
COUNTY COMMISSIONER
PRECINCT 4
P. O. Box 4025
Beaumont, Texas 77704-4025

MARIO WATKINS
Executive Assistant

KENNETH MINKINS
Superintendent
Precinct 4 – Service Center

MEMO

To: Ms. Fran Lee, Auditing

From: Commissioner Everette Alfred, Pct #4

Date: June 24, 2014

RE: Transfer Funds

Please transfer the following for additional cost of road materials:

To:
114-0402-431.30-01 (Asphalt)

From:

114-0402-431.10-28 (Laborers)	**$37,500**
114-0402-431.20-01 (F.I.C.A. Expense)	**$8,000**
114-0402-431.20-02 (Employees' Retirement)	**$7,000**
114-0402-431.20-03 (Employees' Insurance)	**$7,500**

Thank you.

EA/nr

Memorandum

To: Fran Lee, Financial Manager

From: Michael Shane Sinegal, Commissioner Pct. 3

Date: 6/19/2014

Re: Budget Transfer

Could you please transfer $4,000 from 116-0606-452.50-77 Contractual Services to 116-0606-452.10-050 Extra Help.

Thank you

MSS/tf

(409) 839-2339 Phone
(409) 839-2390 Fax
Office email: jccp6@co.jefferson.tx.us
Personal email: dbaker@co.jefferson.tx.us

1225 Pearl Street, Suite 101A
Beaumont, Texas 77701-3261

Memo

Dana A. Baker, Sr.
Constable, Precinct Six

Date: 6/24/14

To: Fran Lee, Financial Manager

From: Constable's Office Precinct 6 **Fax Number:** (409) *839-2390*

RE: Transfer Line Item

Priority: [Urgent]

Line-item Transfer Amendment

DATE: **June 24, 2014**

Honorable Commissioners Court of Jefferson County:
I submit to you for your consideration the following line-item transfers:

	FUND	DEPT.	ACCT.	AMT.
From:	Postage	120 3070 425	40-52	$400.00
To:	Travel Expense	120 3070 425	50-62	$400.00
Reason:	Amount to Cover Requisitions for Travel Expense			

D A Baker

Department Head

Approved: County Judge for Commissioners Court

Attest: County Clerk

Fran Lee

From: Alex Rupp <arupp@co.jefferson.tx.us>
Sent: Friday, June 20, 2014 12:01 PM
To: 'Fran Lee'
Cc: 'Rhonda Brode'; mlandry@co.jefferson.tx.us
Subject: Budget Transfer

Fran, we are over budget in the Extra Help line item due to having a temp employee fill an employee (William Thibeaux) who is currently on Active Duty Navy stationed in Afghanistan. He is due back sometime in August. We would like to transfer $14,000 from his position (510.7091.463.10-75) to cover the part-time employee (510.7091.463.10-05) who is covering Thibeaux's duties.

To cover overages in Termination Allowance (510.7091.463.10-99) , please transfer $2,437 from Minor Equipment (510.7091.463.30-84). Court

Due to the unusually cold winter we experienced this past winter, we had shortages in Natural Gas. Please transfer $3,500 from Electricity (510.7091.463.40-56) to Natural Gas (510.7091.463.40-53).

Due to the increased traffic in the Terminal (American Airline Passengers) we are running short on Janitorial Supplies. Please transfer $4,500 from Minor Equipment (510.7091.463.30-84) to Janitor Supplies (510.7091.463.30-44). Court

Please let me know if you have any questions.

Thank you,

Alex Rupp
Jack Brooks Regional Airport
4875 Parker Dr
Beaumont, TX 77705
Tel 409.719.4900
Fax 409.722.2830

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STATE OF TEXAS
COUNTY OF JEFFERSON

FUNDING AGREEMENT

This Funding Agreement ("Agreement") is entered into by and between the State of Texas, acting by and through the Texas Historical Commission ("Commission") and Jefferson County, a political subdivision of the State of Texas ("County").

For good and valuable consideration, the receipt of which is hereby acknowledged, the parties do hereby contract, covenant, and agree as follows:

ARTICLE I
PURPOSE

1.01 The purpose of this Agreement is to provide for the administration of the grant of funds to Jefferson County for the rehabilitation and restoration of the Jefferson County Courthouse ("Property").

ARTICLE II
AUTHORITY

2.01 This Agreement is authorized under the Historic Courthouse Preservation Program, Texas Government Code §§442.008, et seq. ("Program"), and the rules promulgated thereunder at 13 Texas Administrative Code §§12.1, et seq., and the Interlocal Cooperation Act, Government Code Chapter 791.

2.02 This Agreement is subject to the Uniform Grant and Contract Management Act, Government Code Chapter 783, and the conditions and assurances promulgated thereunder by the Office of the Governor.

ARTICLE III
PERIOD OF THE AGREEMENT

3.01 This Agreement becomes effective when signed by the last party whose signing makes the Agreement fully executed. This Agreement shall remain in effect until the completion of the rehabilitation and restoration work on the Property as provided in Article V hereof, and the Commission's final approval of such work, and the satisfactory completion of the grant requirements as stipulated in the grant manual, or until earlier terminated as provided in Article VIII hereof except that the County's obligations under the following provisions shall remain in effect for a period of 20 years following the final disbursement of funds under the Agreement: Sections 6.01, 6.09 and 6.11.

ARTICLE IV
GRANT OF FUNDS

4.01 The amount of the grant under the Program which is the subject of this Agreement shall be $450,000. The grant of funds shall be paid to the County in accordance with the procedure described in Article VII hereof.

4.02 A statement of the source of funds is attached as Attachment "A" and incorporated herein for all purposes ("Source of Funds Statement and Verification"). The Source of Funds Statement and Verification itemizes the absolute dollar amounts and associated percentage to be contributed by state and local sources and identifies total available funds in an amount equivalent to the estimated project costs stated in Attachment "B" and incorporated herein for all purposes ("Project Cost Estimate") The Commission's funding participation shall not exceed the amount of the grant award specified herein.

4.03 The County shall be responsible for contributing all local funds at an amount not less than that specified in the Source of Funds Statement and Verification, unless the final project cost is less than that specified in the Project Cost Estimate. If the final cost is less than that specified in the Project Cost Estimate, there will be a commensurate reduction to each party's contribution, i.e. state and local contributions will be reduced by an amount that maintains same percentage contribution as the Source of Funds Statement.

4.04 The County shall be responsible for funding any non-Program eligible costs associated with the Project including any cost overruns in excess of the Project Cost Estimate, operating and maintenance expenses, interest on borrowed funds or relocation expenses associated with this Project.

4.05 If the amount of the grant award changes at any time during the course of the Project, bilateral amendments may be required.

ARTICLE V
SCOPE OF WORK

5.01 The parties hereby agree that the Scope of Work the County shall perform under this Agreement to restore and rehabilitate the Property ("Project") is attached as Attachment "C" and incorporated herein for all purposes ("Scope of Work"). Changes shall not be made to the Project or approved documents describing it without prior approval of the Commission and substantive changes may require bilateral amendments to this contract.

5.02 As determined by the Commission, the Scope of Work may include only planning work or may include both planning and construction work.

ARTICLE VI
COUNTY'S RESPONSIBILITIES

6.01 The County shall ensure that all matters pertaining to the Project are conducted in conformance with the procedures described in the Texas Historic Courthouse Preservation Program Round VIII Grant Manual, all applicable state and federal laws, rules and regulations and the legal directives of the Commission and its staff.

6.02 The County shall provide for the procurement of all necessary architecture, engineering, and consultant services related to the Project. The County's contract(s) for professional services shall be submitted to and reviewed by the Commission.

6.03 The County shall ensure that plans and specifications for the Project shall be in accordance with the treatment for restoration, rehabilitation, reconstruction or preservation, as applicable, described the U.S. Secretary of the Interior's Standards for the Treatment of Historic Properties, 1995 (36 Code of Federal Regulations Part 68) as determined by the Commission.

6.04 The County shall submit architectural plans, specifications and other planning products for the Project to the Commission for review and approval. The County shall make all necessary revisions to the Project as determined by the Commission during all planning, bidding and construction phases. The County shall not make changes to the documents or contracts without prior approval by the Commission.

6.05 The County shall ensure that the Project's completion schedule ("Project Schedule"), attached as Attachment "D", is met unless an extension is approved in advance by the Commission. Extension requests shall be made in writing by the County at least 14 days prior to the scheduled deadline.

6.06 The County shall administer all contracts related to the construction of the Project and shall not commence competitive bidding and/or construction on any particular phase of the Project prior to execution of final 100% complete plans and specifications and granting of any required easements.

6.07 Any field changes, supplemental agreements, or revisions to the plans and specifications related to a particular phase of the Project that occur after the construction contract is awarded must be mutually agreed to by the Commission and the County prior to the commencement of the work related to that phase of the Project.

6.08 The County shall submit a draft "Project Completion Report" to the Commission for review within ninety (90) days of substantial completion of construction for the Project. The final Project Completion Report is due within six (6) months of substantial completion unless an extension is requested by the County in writing and granted by the Commission.

6.09 The County shall maintain and repair the Property to ensure that the historic architectural integrity of the Property is not permitted to deteriorate in any material way. Unless superceded by a Grant of Easement associated with this Project, this provision shall be in effect from the date of the last signature included herein and shall remain in effect for a period of twenty (20) years.

6.10 The County shall be responsible for resolving any environmental matters that are identified during the course of the Project, and shall provide the Commission with written certification from appropriate regulatory agencies that any such identified environmental matters have been remediated, if so required.

6.11 This project is funded with the proceeds of tax-exempt state general obligation bonds and is subject to private use limitations under the Internal Revenue Code. The County may not sell, lease, rent or otherwise allow private use of the Property during the period of this Agreement, except as may be specifically authorized in writing by the Commission.

6.12 The County accepts this grant award and acknowledges that there is no guarantee of further funding in this round or any future round for this project. All grants in this program are subject to future appropriation of funds by the Texas Legislature and a competitive award by the THC. The County acknowledges that the condition of the building upon completion of the work funded through this grant may not constitute a full restoration, and the county will be responsible for any work, and the cost of such work, that may be required to enable the building to be reoccupied by the county.

ARTICLE VII
REIMBURSEMENT

7.01 The County shall be reimbursed for costs and expenses incurred to perform the work related to the Project by submitting to the Commission documentation showing that such costs and expenses have been paid. Reasonable, allowable, and allocable costs incurred by the County, after the County has obtained written authorization from the Commission to incur such costs, shall be eligible for reimbursement at an amount not to exceed the stated maximum of the eligible authorized costs. The Commission shall reimburse the County for such expenses and costs in accordance with the State Prompt Payment Law after the County submits the documentation required hereunder.

7.02 The total estimated cost of the Project ("Project Cost Estimate") is attached as Attachment "B" and incorporated herein for all purposes. The Project Cost Estimate includes the itemized cost of architectural and engineering services, construction activities, and any other substantial items of cost. Non-Program eligible costs and expenses shall be included in the estimate but itemized separately and not included in the local match figure. Only costs and expenses identified as eligible and included as such in the Project Cost Estimate shall be eligible for reimbursement in accordance with Article VII hereof. Notwithstanding, the parties agree that costs may be shifted between categories with written approval from the Commission.

7.03 Documentation necessary for reimbursement of Project costs and expenses shall include a certified statement of work performed, materials supplied and/or services rendered with a copy of the payment check. Requests for reimbursement may be made monthly and each request shall include all required documentation for the period.

7.04 For each period, reimbursement of all eligible Project costs and expenses shall be made by the Commission in an amount equivalent to their percentage share of the Project Cost Estimate, rounded to the nearest percentage point as stated in the Source of Funds Statement. When the County's eligible expenses exceed 90% of the Project Cost Estimate, the Commission will reconcile the reimbursement total to an exact dollar amount.

7.05 The last ten percent (10%) of the Commission's award shall be held until the Project described in the Scope of Work and the approved plans and specifications is complete and determined satisfactory by the Commission. For Projects that include construction work, a Grant Project Completion Report must be submitted and approved by THC prior to disbursement of the final ten percent (10%) of the amount of the grant.

7.06 Project costs and expenses incurred prior to the date the Project was selected by the Commission for a grant award under the Program, are not eligible for reimbursement except as otherwise agreed by the parties in writing.

7.07 Significant increases or decreases in the County's Project costs and expenses during the course of the Project may require bilateral amendments to this Agreement and warrant a change to the percentage figure used by the Commission for reimbursements.

ARTICLE VIII
TERMINATION

8.01 This Agreement may be terminated prior to completion of the Project by mutual consent and agreement in writing signed by all parties. In addition, this Agreement may be terminated by either party upon the failure of the other party to fulfill the obligations set forth in this Agreement, in the manner provided in Article 8.02 hereof.

8.02 If an event of termination is based on the failure of a party to fulfill its obligations under this Agreement, then the party seeking termination shall notify the party of such breach and provide such party a reasonable period of time, which shall not be less than thirty (30) days, to cure such breach. If the breach is cured within the time permitted, no termination shall occur. Otherwise, this Agreement shall terminate after the period to cure the breach has expired. Any cost incurred due to such a breach of contract shall be paid by the breaching party.

8.03 If the County withdraws from the Project after this Agreement is executed, but prior to completion of the Project, it shall be responsible for all direct and indirect Project costs as identified by the Commission's cost accounting system. All previously reimbursed Project costs shall be repaid to the Commission by the County within sixty (60) days of termination.

8.04 The termination of this Agreement shall extinguish all rights, duties, obligations, and liabilities of either party under this Agreement except the repayment provision under Article 8.03 and the inspection provisions under Article XI.

ARTICLE IX
AMENDMENTS

9.01 This Agreement is the entire agreement between the parties. Any changes, deletions, extensions, or amendments to this Agreement shall be in writing and signed by all parties hereto prior to the ending date hereof. Any other attempted changes, including oral modifications, written notices that have not been signed by both parties, or other modifications of any type, shall be invalid.

ARTICLE X
NOTICES

10.01 All notices to either party by the other required under this Agreement shall be delivered personally or sent by certified or U. S. Mail, postage prepaid or sent by electronic mail, (electronic notice being permitted to the extent permitted by law but only after a separate written consent of the parties), addressed to such parties at the following addresses:

Commission: Texas Historical Commission
Post Office Box 12276
Austin, Texas 78711

County: The Honorable Jeff Branick
Jefferson County Courthouse
1149 Pearl Street
Beaumont, Texas 77701

ARTICLE XI
SEVERABILITY

11.01 In case one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions and this Agreement shall be construed as if it did not contain the invalid, illegal, or unenforceable provision.

ARTICLE XII
RESPONSIBILITIES OF PARTIES

12.01 The Commission and the County agree that neither party is an agent, servant, or employee of the other party and each party agrees it is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.

ARTICLE XIII
OWNERSHIP OF DOCUMENTS

13.01 Upon completion or termination of this Agreement, all documents prepared by either party shall remain the property of such party. All documents and data prepared under this Agreement shall be made available to the Commission without restriction or limit on their further use.

ARTICLE XIV
COMPLIANCE WITH LAWS

14.01 The parties hereof shall comply with all applicable Federal, State, and Local laws, statutes, ordinances, rules, and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement. When required, either party shall furnish satisfactory proof of their compliance with such requirements stated above.

ARTICLE XV
LIMITATION OF LIABILITY

15.01 The Commission shall not be liable for any direct or consequential damages to County or any third party for any act or omission of the County in the performance of this Agreement. The Commission shall neither indemnify nor guarantee any obligation of the County.

ARTICLE XVI
ATTACHMENTS

16.01 The following documents are included in and shall be a part of this Agreement for all purposes:

Attachment "A"	Source of Funds Statement and Verification
Attachment "B"	Project Cost Estimate
Attachment "C"	Scope of Work
Attachment "D"	Project Schedule
Attachment "E"	Resolution of Support

ARTICLE XVII
DISPUTE RESOLUTION

17.01 The dispute resolution process provided for in Government Code Chapter 2260 shall be used, as further described herein, by the parties to attempt to resolve any claim for breach of this Agreement made by either party.

17.02 A claim by the County for breach of this Agreement that cannot be resolved between the parties in the ordinary course of business shall be submitted to the negotiation process provided in Government Code Chapter 2260, Subchapter B. Compliance by County with Government Code Chapter 2260, Subchapter B is a condition precedent to the filing of a contested case proceeding under Government Code Chapter 2260, Subchapter C.

17.03 The contested case process provided in Government Code Chapter 2260, Subchapter C is County's sole and exclusive process for seeking a remedy for any and all alleged breaches of contract by Commission if the parties are unable to resolve their disputes under this Article XVII.

17.04 Compliance with the contested case process as provided in Article 17.02 hereof is a condition precedent to seeking consent to sue from the Texas Legislature under Civil Practices and Remedies Code Chapter 107. Neither the execution of this Agreement by the Commission nor any other conduct of any representative of Commission relating to the Agreement shall be considered a waiver of sovereign immunity to suit.

17.05 The submission, processing, and resolution of any claim by County hereunder is governed by 1 Texas Administrative Code §§68.1, et seq., now and as hereafter amended.

17.06 Neither the occurrence of an event alleged to constitute breach of this Agreement nor the pendency of a claim constitute grounds for the suspension of performance by the County, in whole or in part.

ARTICLE XVIII
SOLE AND ENTIRE AGREEMENT

18.01 This Agreement constitutes the sole and entire agreement between the parties and supersedes any prior understandings or written or oral agreements with respect to the Project or the grant of award funds under the Program.

ARTICLE XIX
INSPECTION OF BOOKS, RECORDS, AND WORK

19.01 The parties to this Agreement shall maintain all books, documents, papers, accounting records and other documentation relating to costs incurred under this Agreement and shall make such materials available to the Commission, the County, and the Comptroller, or their duly authorized representatives for review and inspection at its office during the contract period and for four (4) years from the date of completion of the work defined under this Agreement or until any impending litigation, or claims are resolved. Additionally, the Commission, the County, and the Comptroller and their duly authorized representatives shall have access to all the governmental records that are directly applicable to the Agreement for the purpose of making audits, examinations, excerpts, and transcriptions. The Commission may, during normal business hours, inspect the work on the Property undertaken through this Agreement.

ARTICLE XX
SIGNATORY WARRANTY

20.01 The signatories to this Agreement warrant that each has the authority to enter into this Agreement on behalf of the party represented. A statement of the County's resolve to accept this award and enter into this Agreement is attached as Attachment "E" (Resolution) unless authority is conferred to another party on behalf of the County as an alternate attachment.

IN WITNESS WHEREOF, this Agreement is executed in duplicate originals as of the dates herein below.

TEXAS HISTORICAL COMMISSION	**JEFFERSON COUNTY**
By: _____	By: _____
Title: _____	Title: _____
Date: _____	Date: _____

Attachment A
Source of Funds Statement and Verification
JEFFERSON County

Source of Funds Statement and Verification

A grant award of $450,000 was made by the Texas Historical Commission on April 30, 2014 for Round VIII of the Texas Historical Courthouse Preservation Program, 2014-15 biennium for the Preservation of the Jefferson County Courthouse as described in the Scope of Work, Attachment "C" (Project).

Therefore the source of funds for this Project shall be:

(state share) =	$450,000*
(minimum local share to receive full grant) =	$450,000
(estimated additional local share to achieve agreed scope)=	$ 90,247
Estimated total project cost =	$990,247

*The state share of the project represents approximately 45% of the total project cost as stated in the Project Cost Estimate, Attachment "B". This percentage will be used for reimbursement.

As a legal representative of this County, I do verify that the County's required matching funds are available, either in ready cash, loans or other grant awards. I further understand that the total project cost has been estimated at the figure above and stated in Attachment "B" and that any costs which exceed this amount will be contributed by the County as necessary to accomplish the Scope of Work stated in Attachment "C'.

_____
Signature
Jefferson County Judge Jeff Branick

_____
Date

Attachment B
Project Cost
Estimate

JEFFERSON COUNTY COURTHOUSE
THC THCPP GRANT APPLICATION, ROUND 8

FEBRUARY 2014

	DESCRIPTION	QUANT	UNITS	RATE	TOTAL
1	GENERAL REQUIREMENTS				
	General Conditions - see end of document				
19	REPLACE FIRE ALARM SYSTEM				
	Demo/New Fire Alarm Courthouse - 14 floors	120,000	SF	$4.00	$480,000
	Fire alarm control panels	1	EA	$7,000.00	$7,000
	Cut and Patch	120,000	sf	$0.50	$60,000
	Architectural repairs plaster etc	1	allow	$50,000.00	$50,000
				SUB-TOTAL #1	$597,000
	Hazardous materials testing	1	allow	$5,000.00	$5,000
	Hazardous materials remediation	1	allow	$20,000.00	$20,000
	GENERAL CONDITIONS @ 10%, including				$59,700
	Construction Facilities				
	Construction Supervision				
	Temporary Construction				
	Inspection and testing				
				SUB-TOTAL #2	$681,700
				INSURANCE @ 1%	$6,817
				GC CONTINGENCY @ 2%	$13,634
				PERMIT - ALLOWANCE	$10,000
				SUB TOTAL #3	$712,151
				BONDING @ 3%	$21,365
	ALLOWABLE CONSTRUCTION COSTS			SUB-TOTAL A	$733,516
				CONTRACTORS O.H. & PROFIT @ 10% OF SUB-TOTAL A	$73,352
				OWNER CONTINGENCY @ 10% OF SUB-TOTAL A	$73,352
				A/E PROFESSIONAL DESIGN FEES @ 15% OF SUB-TOTAL A	$110,027
				PROJECT TOTAL	$990,246

Attachment C
Scope of Work

The scope of work included in this grant is part of a larger project being developed by the Jefferson County and Bailey Architects. The larger project--Phase 5 of the Restoration of the Jefferson County Courthouse--encompasses mechanical replacement in the basement and first floor of the historic courthouse; fire sprinkler installation in the basement and first floor of the historic courthouse; fire alarm replacement of the entire courthouse complex (historic courthouse, and 1980's Annex and Jail); and wood wainscot repairs and restoration in the District and Commissioners Courtrooms.

The portion of the scope included as the scope for this grant is limited to the fire alarm replacement in the historic courthouse only. The scope consists of installing a new fire alarm system for all 14 floors of the historic courthouse. Design focuses on minimal impact to the original finishes and coordination with other existing and proposed systems. A fire alarm system was included in the Preservation Master Plan of 2007.

Removal of the existing system:

1. Demolition of existing materials: the existing fire alarm system will be removed entirely (devices, wiring, panels), with the exception of portions of conduit that can be reused.
2. Repair of existing materials: The majority of the existing devices are located on flush plaster walls, where repair will not be problematic once existing devices are removed.
3. Hazardous materials remediation: some degree of remediation may be necessary where fire alarm systems come in contact with historic finishes such as adhered ceiling tiles, AAT, or plaster, but the scope is unknown at this time.

The new fire alarm system for the historic courthouse will be as follows:

1. Three separate addresses will be created for the three buildings, with separate fire alarm control panels in each building.
2. New control panel for the historic courthouse will be provided within the courthouse (basement).
3. New addressable fire alarm system to cover all floors: basement through 14th floor.
    a. An addressable fire alarm system with voice evacuation will be provided.
    b. The alarm system will be non-proprietary, of a system that is locally serviceable and can be readily serviced by any qualified company.
    c. The fire alarm system will be connected to a 24-hour UL listed manned location.
    d. The building fire alarm system will meet ADA and TDLR requirements for pull station and visual strobes.
4. New devices:
    a. The majority of the devices will be hard-wired, as required.
    b. New devices will be located, as much as possible, on flush plaster surfaces, gypsum board partitions, and suspended (non-original) ceilings in order to avoid damage to other historic finishes such as marble, ornate plaster, etc., and where future repairs would be more easily accomplished.
    c. Wireless devices will be provided for the smoke detectors only, as other wireless devices are not permitted by code.
    d. Smoke detectors will be provided in all mechanical, electrical, and data rooms; corridors; and other areas required by the IBC.
    e. Heat detectors will be provided in all elevator machine rooms and other areas required by the IBC.

Attachment C-Continued
Scope of Work

5. Conduit: unfortunately, a full, code-compliant fire alarm system is not available in a wireless option. Though the MEP engineers have investigated the subject, only very few devices are allowed to be wireless. With this information in hand, it is impossible to avoid electrical conduit. Special details have been developed to control damage related to recessed conduit, focusing on its inclusion on plaster walls (and away from marble and other ornate finishes).
   a. Existing conduit will be reused as much as possible, in order to minimize the disruption of historic finishes.
   b. Much of the new conduit will be routed above the dropped ceilings, in areas that—according to the Master Plan—are allowed to have dropped ceilings. When trenching conduit into walls, locating runs in gypsum board walls, or walls with flush plaster finishes will be preferred, as to reduce or completely avoid impact of other ornate finishes.
   c. In the main public areas—such as corridors and courtrooms—fire alarm devices will be side-wall, with wiring from the ceiling space in adjacent rooms, whenever possible.

Attachment D
Project Schedule

BAILEY
ARCHITECTS

06-25-2014

JEFFERSON COUNTY COURTHOUSE – PHASE 5
REVISED PROJECT SCHEDULE

Construction Documents and Bid

Issue 90% Review + Pricing to County and THC	27 June 2014
County and THC Review – Final Comments due:	25 July (4 weeks)
BAI Incorporate County's + THC's comments	(2 weeks)
Consultants final	4 August 2014
Request THC Notice to Proceed with Bids	
Request THC Antiquities Permit	
Issue for Bid	8 August 2014
Advertise for Bid (2 weeks)	11 Aug – 22 Aug 2014
Bidding	(8 weeks)
Bids Due	20 October 2014
Review of Bids and Qualifications	(1 week)
BAI Contractor Recommendation to the County	27 October 2014

Construction Phase

Owner – Contractor Agreement	(2 weeks)
County Sign GC contract / Notice to Proceed	10 November 2014
Request THC Notice to Proceed with Construction	
Permitting (8 weeks)	10 Nov, 2014 – 2 Jan, 2015
Basement / 1st floor move-out	(concurrent)
Contractor set-up	December 2014
Construction start	5 January 2015
Substantial Completion (to be verified by GC)	5 November 2015

Attachment E
Resolution of Support

STATE OF TEXAS
COUNTY OF JEFFERSON

A RESOLUTION SUPPORTING THE EFFORTS OF JEFFERSON COUNTY TO EXECUTE RESTORATION OF THE JEFFERSON COUNTY COURTHOUSE

WHEREAS, the historic county courthouse, having served the county and its citizens since 1931 is in need of repair and upgrades; and

WHEREAS, the county submitted an application in Round VIII to the Texas Historic Courthouse Preservation Program (THCPP) seeking funding assistance for the rehabilitation/restoration work described in the Master Plan authored by Bailey Architects, dated August 2007; pertaining to portion of the work included in the Restoration of the Jefferson County Courthouse Mechanical and Safety Upgrades - Phase 5 (specifically the fire alarm replacement in the historic courthouse); and

WHEREAS, the proposed project has been selected to receive a THCPP grant award in the amount of $450,000 on April 30, 2014 by the Texas Historical Commission, the state agency administering the THCPP, contingent upon compliance with the terms of the Funding Agreement, to which this document is attached.

NOW, THEREFORE, BE IT RESOLVED THAT the Commissioners Court of Jefferson County, Texas, affirms by this vote its willingness to accept this funding award, to contribute the funding necessary to complete the project, to enter into the aforementioned Funding Agreement and to hereby declare its complete support for this important project to preserve the Jefferson County Courthouse for future generations.

Resolved this 30th day of June, 2014.

_____, County Judge
Jeff Branick

_____, Commissioner, Pct. 1
Eddie Arnold

_____, Commissioner, Pct. 2
Brent Weaver

_____, Commissioner, Pct. 3
Michael "Shane" Sinegal

_____, Commissioner, Pct. 4
'Everette "Bo" Alfred

NAME	AMOUNT	CHECK NO.	TOTAL
JURY FUND			
JAN GIROUARD & ASSOCIATES	200.00	395305	
TRI-CITY COFFEE SERVICE	142.90	395351	
			342.90**
ROAD & BRIDGE PCT.#1			
ALL STAR PLUMBING	127.50	395286	
APAC, INC. - TROTTI & THOMSOM	1,742.84	395289	
HYDRAULIC & AIR REPAIR	350.43	395310	
AT&T	61.00	395344	
INTERSTATE TIRE & MECHANICAL ROAD	37.50	395381	
			2,319.27**
ROAD & BRIDGE PCT.#2			
W.W. GRAINGER, INC.	100.31	395306	
MUNRO'S	36.90	395323	
RITTER @ HOME	49.57	395336	
SMART'S TRUCK & TRAILER, INC.	30.30	395342	
DEPARTMENT OF INFORMATION RESOURCES	.08	395365	
BUMPER TO BUMPER	225.70	395389	
NEW WAVE WELDING TECHNOLOGY	6.82	395402	
EMERGENCY POWER SERVICE	192.50	395426	
ASCO	43.16	395436	
CLEAN COAST TECHNOLOGIES INC	300.00	395448	
			985.34**
ROAD & BRIDGE PCT. # 3			
ENTERGY	210.84	395307	
WHITE TIRE	3,575.42	395356	
TEXAS ORG OF BLACK COUNTY COMM	100.00	395357	
DEPARTMENT OF INFORMATION RESOURCES	.24	395365	
			3,886.50**
ROAD & BRIDGE PCT.#4			
ABLE FASTENER, INC.	13.62	395275	
APAC, INC. - TROTTI & THOMSOM	6,984.59	395289	
M&D SUPPLY	137.23	395319	
MUNRO'S	72.93	395323	
OFFICE DEPOT	55.26	395325	
OIL CITY TRACTORS, INC.	44.82	395326	
PARTS EXCHANGE COMPANY, INC.	130.00	395329	
SMART'S TRUCK & TRAILER, INC.	99.60	395342	
DEPARTMENT OF INFORMATION RESOURCES	.11	395365	
UNITED STATES POSTAL SERVICE	9.14	395373	
JOHN DEERE COMPANY	15.85	395425	
			7,563.15**
PARKS & RECREATION			
ENTERGY	285.14	395307	
			285.14**
GENERAL FUND			
TEXAS COMPTROLLER OF PUBLIC ACCOUNT	423,132.07	395449	
			423,132.07*
TAX OFFICE			
GUARDIAN FORCE	153.00	395278	
KATHY KELLAS	856.40	395315	
OFFICE DEPOT	428.09	395325	
PITNEY BOWES, INC.	503.60	395333	
ACE IMAGEWEAR	20.69	395341	
TERRY WUENSCHEL	891.04	395361	
DEPARTMENT OF INFORMATION RESOURCES	.09	395365	
UNITED STATES POSTAL SERVICE	1,779.81	395373	
CINDY SAVANT	217.00	395386	
ROCHESTER ARMORED CAR CO INC	352.00	395417	
			5,201.72*
COUNTY HUMAN RESOURCES			
BEAUMONT FAMILY PRACTICE ASSOC.	50.00	395294	

NAME	AMOUNT	CHECK NO.	TOTAL
UNITED STATES POSTAL SERVICE	2.60	395373	
			52.60*
AUDITOR'S OFFICE			
TACA FALL CONFERENCE	275.00	395276	
TEXAS SOCIETY OF CPA'S	305.00	395349	
UNITED STATES POSTAL SERVICE	171.38	395373	
			751.38*
COUNTY CLERK			
KIRKSEY'S SPRINT PRINTING	3.50	395317	
CDW COMPUTER CENTERS, INC.	281.58	395363	
UNITED STATES POSTAL SERVICE	280.60	395373	
			565.68*
COUNTY JUDGE			
CHEROKEE COUNTY CLERK	572.00	395301	
JAN GIROUARD & ASSOCIATES	400.00	395305	
SOUTHEAST TEXAS WATER	93.20	395343	
CDW COMPUTER CENTERS, INC.	170.37	395363	
FRED JACKSON	362.12	395403	
GRACE NICHOLS	1,600.00	395406	
HARVEY L WARREN III	2,000.00	395411	
			5,197.69*
RISK MANAGEMENT			
UNITED STATES POSTAL SERVICE	3.06	395373	
			3.06*
COUNTY TREASURER			
CAMEO / SABINE NECHES TRAVEL	421.00	395297	
UNITED STATES POSTAL SERVICE	101.78	395373	
TIM FUNCHESS	8.00	395415	
			530.78*
PRINTING DEPARTMENT			
OLMSTED-KIRK PAPER	1,125.00	395327	
			1,125.00*
PURCHASING DEPARTMENT			
UNITED STATES POSTAL SERVICE	8.32	395373	
			8.32*
GENERAL SERVICES			
GUARDIAN FORCE	36.00	395278	
RPM	576.76	395279	
CURTIS 1000, INC.	5,316.39	395302	
CASH ADVANCE ACCOUNT	125.00	395313	
SPINDLETOP MHMR	32,990.75	395318	
OLMSTED-KIRK PAPER	229.00	395327	
TIME WARNER COMMUNICATIONS	486.55	395347	
TRI-CITY COFFEE SERVICE	123.05	395351	
CROWN CASTLE INTERNATIONAL	1,372.63	395384	
SHANE PHELPS P.C.	3,312.00	395414	
ROCHESTER ARMORED CAR CO INC	3,860.28	395417	
DYNAMEX INC	231.00	395440	
			48,659.41*
DATA PROCESSING			
GUARDIAN FORCE	36.00	395278	
OFFICE DEPOT	216.16	395325	
CDW COMPUTER CENTERS, INC.	3.40	395363	
VERIZON WIRELESS	75.98	395370	
			331.54*
VOTERS REGISTRATION DEPT			
OFFICE DEPOT	1,246.13	395325	
UNITED STATES POSTAL SERVICE	202.53	395373	
			1,448.66*
ELECTIONS DEPARTMENT			
HERNANDEZ OFFICE SUPPLY, INC.	220.00	395308	
OFFICE DEPOT	66.66	395325	

NAME	AMOUNT	CHECK NO.	TOTAL
ELECTION SYSTEMS & SOFTWARE, INC.	715.80	395366	
CUMULUS BROADCASTING, INC.	2,673.00	395368	
UNITED STATES POSTAL SERVICE	1,476.60	395373	
			5,152.06*
DISTRICT ATTORNEY			
CASH ADVANCE ACCOUNT	241.00	395313	
UNITED STATES POSTAL SERVICE	338.94	395373	
			579.94*
DISTRICT CLERK			
OFFICE DEPOT	472.95	395325	
UNITED STATES POSTAL SERVICE	318.58	395373	
			791.53*
CRIMINAL DISTRICT COURT			
UNITED STATES POSTAL SERVICE	.81	395373	
JAMES R. MAKIN, P.C.	900.00	395420	
			900.81*
58TH DISTRICT COURT			
OFFICE DEPOT	147.10	395325	
UNITED STATES POSTAL SERVICE	14.00	395373	
			161.10*
60TH DISTRICT COURT			
UNITED STATES POSTAL SERVICE	.89	395373	
			.89*
136TH DISTRICT COURT			
BAR ASSN. 5TH FEDERAL CIRCUIT	60.00	395291	
UNITED STATES POSTAL SERVICE	4.87	395373	
			64.87*
252ND DISTRICT COURT			
GAYLYN COOPER	600.00	395280	
DAVID GROVE	600.00	395282	
DAVID W BARLOW	250.00	395292	
DOUGLAS M. BARLOW, ATTORNEY AT LAW	250.00	395293	
CHARLES ROJAS	800.00	395364	
UNITED STATES POSTAL SERVICE	39.56	395373	
SUMMER TANNER	67.90	395397	
SEAN VILLERY-SAMUEL	600.00	395409	
ALEX BILL III	2,500.00	395421	
			5,707.46*
279TH DISTRICT COURT			
DAVID GROVE	500.00	395282	
PHILLIP DOWDEN	325.00	395288	
ORGAIN, BELL & TUCKER	767.10	395328	
CHARLES ROJAS	75.00	395364	
KIMBERLY PHELAN, P.C.	337.50	395395	
STEFANIE L. ADAMS, ATTORNEY AT LAW	150.00	395419	
TRACY GILBERT	129.84	395434	
MATUSKA LAW FIRM	550.00	395442	
			2,834.44*
317TH DISTRICT COURT			
UNITED STATES POSTAL SERVICE	.48	395373	
JUDY PAASCH	2,233.33	395390	
			2,233.81*
JUSTICE COURT-PCT 1 PL 1			
UNITED STATES POSTAL SERVICE	31.07	395373	
			31.07*
JUSTICE COURT-PCT 1 PL 2			
UNITED STATES POSTAL SERVICE	.98	395373	
			.98*
JUSTICE COURT-PCT 4			
DEPARTMENT OF INFORMATION RESOURCES	.28	395365	
			.28*
JUSTICE COURT-PCT 6			

NAME	AMOUNT	CHECK NO.	TOTAL
UNITED STATES POSTAL SERVICE	33.98	395373	
			33.98*
JUSTICE COURT-PCT 7			
AT&T	29.40	395344	
DEPARTMENT OF INFORMATION RESOURCES	.26	395365	
			29.66*
JUSTICE OF PEACE PCT. 8			
CDW COMPUTER CENTERS, INC.	413.21	395363	
			413.21*
COUNTY COURT AT LAW NO.1			
SIERRA SPRING WATER CO. - BT	71.80	395374	
			71.80*
COUNTY COURT AT LAW NO. 2			
JOHN E. MACEY	250.00	395320	
NATHAN REYNOLDS, JR.	250.00	395335	
UNITED STATES POSTAL SERVICE	14.28	395373	
RYAN GERTZ	750.00	395410	
DUSTIN R. GALMOR	250.00	395418	
			1,514.28*
COUNTY COURT AT LAW NO. 3			
JOHN D WEST	250.00	395369	
UNITED STATES POSTAL SERVICE	11.37	395373	
			261.37*
COURT MASTER			
JUDGE LARRY GIST	3,134.90	395304	
UNITED STATES POSTAL SERVICE	3.10	395373	
			3,138.00*
MEDIATION CENTER			
UNITED STATES POSTAL SERVICE	2.44	395373	
			2.44*
SHERIFF'S DEPARTMENT			
JEFFERSON CTY. SHERIFF'S DEPARTMENT	1,348.00	395312	
MCNEILL INSURANCE AGENCY	71.00	395321	
MOORMAN & ASSOCIATES, INC.	150.00	395322	
DEPARTMENT OF INFORMATION RESOURCES	1.05	395365	
UNITED STATES POSTAL SERVICE	1,461.00	395373	
			3,031.05*
JAIL - NO. 2			
CITY OF BEAUMONT - WATER DEPT.	13,554.74	395298	
HERTZ CORPORATION	246.05	395309	
PETTY CASH - SHERIFF'S OFFICE	316.00	395330	
DEPARTMENT OF INFORMATION RESOURCES	4.78	395365	
EPIC CARD SERVICES LLC	618.00	395429	
			14,739.57*
JUVENILE PROBATION DEPT.			
J WALTER BORDAGES JR PHD	690.00	395295	
CASH ADVANCE ACCOUNT	240.00	395313	
VERIZON WIRELESS	66.52	395370	
UNITED STATES POSTAL SERVICE	53.16	395373	
SHANNA CITIZEN	89.60	395379	
JOHN ANDERSON	202.16	395412	
VICTOR CANTU	148.96	395439	
WHITNEY WOLF	127.68	395441	
JOSH CUYOS	38.64	395444	
			1,656.72*
JUVENILE DETENTION HOME			
LABATT FOOD SERVICE	4,753.71	395290	
CITY OF BEAUMONT - WATER DEPT.	2,486.55	395298	
SANITARY SUPPLY, INC.	415.22	395340	
JOHN C. WHITE, D.D.S.	350.00	395355	
OAK FARM DAIRY	506.47	395359	
FLOWERS FOODS	240.27	395387	

NAME	AMOUNT	CHECK NO.	TOTAL
ATTABOY TERMITE & PEST CONTROL	80.00	395407	
BROTHERS PRODUCE	78.72	395423	
A1 FILTER SERVICE COMPANY	183.79	395424	
			9,094.73*
CONSTABLE PCT 1			
VERIZON WIRELESS	227.94	395370	
UNITED STATES POSTAL SERVICE	81.75	395373	
WALZ POSTAL SOLUTIONS	356.24	395376	
MUNICIPAL SERVICES BUREAU	16.67	395432	
			682.60*
CONSTABLE-PCT 2			
VERIZON WIRELESS	113.97	395370	
			113.97*
CONSTABLE-PCT 4			
DEPARTMENT OF INFORMATION RESOURCES	.02	395365	
VERIZON WIRELESS	113.97	395370	
			113.99*
CONSTABLE-PCT 6			
VERIZON WIRELESS	113.97	395370	
UNITED STATES POSTAL SERVICE	13.62	395373	
			127.59*
CONSTABLE PCT. 7			
AT&T	29.40	395344	
VERIZON WIRELESS	113.97	395370	
CODE BLUE	310.00	395388	
			453.37*
CONSTABLE PCT. 8			
SAM HOUSTON STATE UNIVERSITY	75.00	395339	
VERIZON WIRELESS	113.97	395370	
			188.97*
COUNTY MORGUE			
SALAM INTERNATIONAL	1,629.04	395338	
A1 FILTER SERVICE COMPANY	47.20	395424	
			1,676.24*
HEALTH AND WELFARE NO. 1			
CITY OF BEAUMONT	40.00	395287	
BROUSSARD'S MORTUARY	1,500.00	395296	
OFFICE DEPOT	521.92	395325	
AUSTIN CECIL WALKES MD PA	3,245.08	395353	
CDW COMPUTER CENTERS, INC.	577.20	395363	
UNITED STATES POSTAL SERVICE	108.26	395373	
CENTERPOINT ENERGY RESOURCES CORP	24.66	395392	
NATIONAL NOTARY ASSOCIATION CPS	141.00	395394	
HEB FOOD DRUG	15.00	395433	
			6,173.12*
HEALTH AND WELFARE NO. 2			
MUNRO'S	18.81	395323	
PHYSICIAN SALES & SERVICE, INC.	1,153.00	395332	
AT&T	29.40	395345	
AUSTIN CECIL WALKES MD PA	3,245.08	395353	
CDW COMPUTER CENTERS, INC.	577.20	395363	
			5,023.49*
NURSE PRACTITIONER			
GEORGE V. ZUZUKIN, M.D.	1,000.00	395284	
			1,000.00*
CHILD WELFARE UNIT			
DISA, INC.	466.00	395303	
TARGET STORES DIVISION	3,307.10	395367	
BEAUMONT OCCUPATIONAL SERVICE, INC.	369.50	395377	
			4,142.60*
ENVIRONMENTAL CONTROL			

NAME	AMOUNT	CHECK NO.	TOTAL
POSTMASTER	392.00	395334	
DEPARTMENT OF INFORMATION RESOURCES	.69	395365	
			392.69*
INDIGENT MEDICAL SERVICES			
GUARDIAN FORCE	90.00	395278	
CARDINAL HEALTH 110 INC	16,042.53	395438	
			16,132.53*
MAINTENANCE-BEAUMONT			
GUARDIAN FORCE	72.00	395278	
JOHNSTONE SUPPLY	10.83	395283	
CITY OF BEAUMONT - WATER DEPT.	11,477.76	395298	
W.W. GRAINGER, INC.	493.26	395306	
ENTERGY	56,707.88	395307	
RALPH'S INDUSTRIAL ELECTRONICS	147.69	395337	
SANITARY SUPPLY, INC.	124.92	395340	
ACE IMAGEWEAR	187.90	395341	
AT&T	4,798.00	395344	
WASTE MGT. GOLDEN TRIANGLE, INC.	163.24	395354	
DEPARTMENT OF INFORMATION RESOURCES	7,405.84	395365	
FIRETROL PROTECTION SYSTEMS, INC.	300.00	395405	
WASTEWATER TRANSPORT SERVICES LLC	318.00	395447	
			82,207.32*
MAINTENANCE-PORT ARTHUR			
CITY OF PORT ARTHUR - WATER DEPT.	543.69	395299	
AT&T	37.70	395344	
TIME WARNER COMMUNICATIONS	66.12	395348	
WOODWORKERS PARADISE	2,008.59	395360	
HOWARD'S AUTO SUPPLY	69.20	395362	
DEPARTMENT OF INFORMATION RESOURCES	2.15	395365	
SOLAR	227.25	395375	
TEXAS GAS SERVICE	273.13	395382	
PARKER LUMBER	3.29	395413	
DALE'S POOLS	350.31	395435	
			3,581.43*
MAINTENANCE-MID COUNTY			
ACE IMAGEWEAR	27.91	395341	
CENTERPOINT ENERGY RESOURCES CORP	23.91	395391	
			51.82*
SERVICE CENTER			
ACTION AUTO GLASS	594.62	395281	
J.K. CHEVROLET CO.	191.46	395311	
JERRY'S AUTOMOTIVE	59.50	395314	
KINSEL FORD, INC.	83.40	395316	
M&D SUPPLY	73.30	395319	
PHILPOTT MOTORS, INC.	168.73	395331	
TRI-CON, INC.	7,000.09	395350	
S.E. TEXAS AUTO EQUIPMENT	376.60	395358	
VERIZON WIRELESS	42.02	395370	
PETROLEUM TRADERS CORPORATION	23,174.02	395371	
FIRST CALL	167.24	395380	
BUMPER TO BUMPER	748.85	395389	
EQUIPMENT DEPOT	3,068.56	395396	
UNIFIRST HOLDINGS INC	22.23	395408	
MIGHTY OF SOUTHEAST TEXAS	137.46	395422	
SPANKY'S WRECKER SERVICE INC	95.00	395428	
			36,003.08*
VETERANS SERVICE			
UNITED STATES POSTAL SERVICE	2.02	395373	
			2.02*
			697,520.79**
MOSQUITO CONTROL FUND			
HILO / O'REILLY AUTO PARTS	15.18	395277	
GREYHOUND PACKAGE EXPRESS	69.67	395285	
MUNRO'S	98.95	395323	
PHILPOTT MOTORS, INC.	671.88	395331	
SANITARY SUPPLY, INC.	90.43	395340	

NAME	AMOUNT	CHECK NO.	TOTAL
DEPARTMENT OF INFORMATION RESOURCES	.02	395365	
PARKER LUMBER	59.47	395413	
			1,005.60**
LAW LIBRARY FUND			
YVONNE COOPER	150.00	395300	
THOMSON REUTERS-WEST	3,814.58	395437	
			3,964.58**
GRT N MENTAL HEALTH SVCS			
AMERICAN PSYCHIATRIC PUBLISHING	489.47	395443	
			489.47**
JUVENILE TJPC-A-2014-123			
OMNICARE SAN ANTONIO	74.50	395398	
BRIA LYNCH	8.96	395404	
			83.46**
JUVENILE PROB & DET. FUND			
VERIZON WIRELESS	32.06	395370	
			32.06**
IV-E FOSTER CARE			
VERIZON WIRELESS	32.02	395370	
			32.02**
COMMUNITY SUPERVISION FND			
DEPARTMENT OF INFORMATION RESOURCES	2.18	395365	
VERIZON WIRELESS	37.39	395370	
UNITED STATES POSTAL SERVICE	77.32	395373	
			116.89**
JEFF. CO. WOMEN'S CENTER			
ENTERGY	1,910.31	395307	
BURT WALKER PARTNERS, LTD	4,500.00	395352	
DEPARTMENT OF INFORMATION RESOURCES	1.43	395365	
VERIZON WIRELESS	32.02	395370	
			6,443.76**
COUNTY CLERK - RECORD MGT			
MANATRON	10,595.97	395400	
			10,595.97**
COUNTY RECORDS MANAGEMENT			
SYMANTEC CORPORATION	997.00	395346	
			997.00**
TAX OFFICE AUTO DEALER			
PITNEY BOWES, INC.	4,447.00	395333	
			4,447.00**
UNCLAIMED FUNDS MGMT FUND			
CHARLES N BATES	85.00	395450	
			85.00**
J.P. COURTROOM TECH. FUND			
VERIZON WIRELESS	113.97	395370	
			113.97**
HOTEL OCCUPANCY TAX FUND			
ENTERGY	1,464.99	395307	
DEPARTMENT OF INFORMATION RESOURCES	4.61	395365	
VERIZON WIRELESS	37.99	395370	
FORD PARK	46,385.00	395383	
			47,892.59**
DISTRICT CLK RECORDS MGMT			
CDW COMPUTER CENTERS, INC.	585.76	395363	
			585.76**
COUNTY CLERK HAVA FUND			
CDW COMPUTER CENTERS, INC.	1,440.71	395363	
			1,440.71**
1957 ROAD BOND FUND			

NAME	AMOUNT	CHECK NO.	TOTAL
LJA ENGINEERING INC	815.00	395427	
			815.00**
CAPITAL PROJECTS FUND			
APAC, INC. - TROTTI & THOMSOM	166,898.30	395289	
ADVANCED FIBERGLASS PRODUCTS	3,352.00	395385	
BAILEY'S ARCHITECTS INC	64,455.18	395399	
SUREYING AND MAPPING LLC	4,673.00	395445	
YESCO	2,228.61	395446	
			241,607.09**
AIRPORT FUND			
DEPARTMENT OF INFORMATION RESOURCES	.47	395365	
VERIZON WIRELESS	75.98	395370	
			76.45**
SE TX EMP. BENEFIT POOL			
GROUP ADMINISTRATIVE CONCEPTS INC	96,003.78	395416	
			96,003.78**
WORKER'S COMPENSATION FD			
TRISTAR RISK MANAGEMENT	27,880.34	395393	
			27,880.34**
SHERIFF'S FORFEITURE FUND			
SUPERCIRCUITS, INC.	638.49	395274	
RITTER @ HOME	1,252.57	395336	
LOWE'S HOME CENTERS, INC.	984.20	395378	
SUPERCIRCUITS, INC.	638.49	395452	
			3,513.75**
APPELLATE JUDICIAL SYSTEM			
9TH COURT OF APPEALS	1,995.00	395401	
			1,995.00**
ORCA - IKE			
MK CONSTRUCTORS	124,404.33	395430	
MK CONSTRUCTORS	131,377.88	395431	
			255,782.21**
MARINE DIVISION			
DEPARTMENT OF INFORMATION RESOURCES	113.97	395365	
			113.97**
SHERIFF-SPINDLETOP HEALTH			
KRAV MAGA WORLDWID-FORCE TRAINING	700.00	395451	
			700.00**
			1,419,716.52***

Precincts (precintos)	Election Day Polling Places (Localizaciones)	ADDRESS (Dirección)	
ALL (TODOS)	Amelia Elementary School	565 S. Major Dr	Beaumont, TX
ALL (TODOS)	Beaumont Municipal Airport	455 Keith Rd.	Beaumont, TX
ALL (TODOS)	Bevil Oaks Civic Center	7390 Sweetgum Rd.	Bevil Oaks, TX
ALL (TODOS)	BISD Administration Building	3395 Harrison Ave.	Beaumont, TX
ALL (TODOS)	Calvary Baptist Church	3650 Dowlen Rd.	Beaumont, TX
ALL (TODOS)	Dishman Elementary	3475 Champions Dr.	Beaumont, TX
ALL (TODOS)	O.C. Mike Taylor Career Center	2330 North St.	Beaumont, TX
ALL (TODOS)	Precinct 1 Service Center	20205 W. Hwy. 90	Beaumont, TX
ALL (TODOS)	Rogers Park Community Center	6540 Gladys Ave.	Beaumont, TX
ALL (TODOS)	Roy Guess Elementary	8055 Voth Rd.	Beaumont, TX
ALL (TODOS)	Hebert Library	2025 Merriman St.	Port Neches, TX
ALL (TODOS)	Central Gardens Fire Station	3707 Central Blvd.	Nederland, TX
ALL (TODOS)	Groves Elementary	3901 Cleveland Ave.	Groves, TX
ALL (TODOS)	Highland Park Elementary	200 S. 6th St.	Nederland, TX
ALL (TODOS)	Jerry Ware Airport Terminal	5000 Jerry Ware Dr.	Beaumont, TX
ALL (TODOS)	JP4 BLDG	19217 FM 365	Beaumont, TX
ALL (TODOS)	LaBelle-Fannett VFD	12880 FM 365	Beaumont, TX
ALL (TODOS)	Nederland Recreation Center	2301 Avenue H	Nederland, TX
ALL (TODOS)	Port Neches City Hall	1005 Merriman	Port Neches, TX
ALL (TODOS)	West Groves Education Center	5840 W. Jefferson Blvd.	Groves, TX
ALL (TODOS)	DeQueen Elementary	740 DeQueen Blvd.	Port Arthur, TX
ALL (TODOS)	El Vista Community Center	615 Ellias St.	Port Arthur, TX
ALL (TODOS)	Jefferson County Sub-Courthouse	525 Lakeshore Dr.	Port Arthur, TX
ALL (TODOS)	Memorial 9th Grade Academy	2441 61st St.	Port Arthur, TX
ALL (TODOS)	O.W. Collins Apartment Complex	4440 Gulfway Dr.	Port Arthur, TX
ALL (TODOS)	Port Arthur Public Library	4615 9th Ave.	Port Arthur, TX
ALL (TODOS)	Port Arthur Recreation Center	1308 9th Ave.	Port Arthur, TX
ALL (TODOS)	R.L. Gabby Eldridge Center	5262 S. Gulfway Dr	Sabine Pass, TX
ALL (TODOS)	Travis Elementary	1115 Lakeview Ave.	Port Arthur, TX
ALL (TODOS)	Willie Ryman III Community Center	3248 39th St.	Port Arthur, TX
ALL (TODOS)	Alice Keith Park Recreation Center	4075 Highland Ave.	Beaumont, TX
ALL (TODOS)	Charlton-Pollard Elementary	825 Jackson St.	Beaumont, TX
ALL (TODOS)	Dr. Mae Jones Clark	3525 Cleveland	Beaumont, TX
ALL (TODOS)	Hamshire Community Building	12393 2nd St.	Hamshire, TX
ALL (TODOS)	Jefferson County Courthouse	1001 Pearl St.	Beaumont, TX
ALL (TODOS)	MLK Middle School	1400 Avenue A	Beaumont, TX
ALL (TODOS)	North End Community Center	3580 E. Lucas Dr.	Beaumont, TX
ALL (TODOS)	Precinct 4 Service Center	7780 Boyt Rd.	Beaumont, TX
ALL (TODOS)	Sterling Pruitt Center	2930 Gulf St.	Beaumont, TX
ALL (TODOS)	Theodore Johns Library	4255 Fannett Rd.	Beaumont, TX

STATE OF TEXAS §
§
COUNTY OF JEFFERSON §

TAX ABATEMENT AGREEMENT FOR PROPERTY LOCATED IN THE REINVESTMENT ZONE

Pursuant to Section 312.401 of the Texas Tax Code, this Tax Abatement Agreement (hereinafter referred to as the "AGREEMENT") is made and entered into by and between Jefferson County (hereinafter sometimes referred to as "the COUNTY"), and Oiltanking Beaumont Partners, LP (hereinafter sometimes referred to as "OILTANKING" OR "OWNER").

1. RECITALS

WHEREAS, OWNER possesses interests in taxable real property located within the Oiltanking Beaumont Partners, LP Reinvestment Zone, the designation of which was implemented by the City of Beaumont by an Order dated June 2, 2014 (hereinafter referred to as the "REINVESTMENT ZONE");and

WHEREAS, this AGREEMENT is limited to the project to be constructed by OWNER, on various parcels of land located within the Reinvestment Zone, which is described with particularity in Exhibit "A" attached hereto and which will involve construction of an expanded terminal and new storage operations facilities and related improvements for storage and transportation of crude oil, refined petroleum products and liquefied petroleum gas (hereinafter referred to as the "PROJECT"); and

WHEREAS the COUNTY wishes to encourage OWNER to select Jefferson County as the site for the PROJECT; and

WHEREAS, the REINVESTMENT ZONE is an area within Jefferson County, Texas, generally described as being within the Oiltanking Beaumont Partners, LP Reinvestment Zone, which has been designated by Order of the City of Beaumont, the legal description for which is attached hereto as Exhibit "C." It is understood and agreed that the Reinvestment Zone boundary is subject to revision based on the final construction plan of

the Project, and the County agrees to take the steps, if necessary to amend the Reinvestment Zone boundary upon request of Oiltanking.

NOW, THEREFORE, for the mutual consideration set forth below, the Parties hereto agree as follows:

2. AUTHORIZATION

THIS AGREEMENT IS AUTHORIZED BY THE TEXAS PROPERTY REDEVELOPMENT AND TAX ABATEMENT ACT, TEXAS. TAX CODE CHAPTER 312, AS AMENDED, AND BY ORDER OF THE CITY COUNCIL OF BEAUMONT, TEXAS ESTABLISHING THE OILTANKING BEAUMONT PARTNERS, LP REINVESTMENT ZONE.

3. DEFINITIONS

For purposes of this AGREEMENT, the following terms shall have the meanings set forth below:

"Abatement" means the full or partial exemption from ad valorem taxes assessed on the value of certain property located in the REINVESTMENT ZONE designated for economic development purposes.

"Ineligible Property" is fully taxable and ineligible for tax abatement and includes land, supplies, inventory, housing, vehicles, improvements for the generation or transmission of electrical energy not wholly consumed by a new facility or expansion; any improvements, including those to produce, store or distribute natural gas, fluids or gasses, which are not integral to the operation of the facility; deferred maintenance, property to be rented or leased, property which has a productive life of less than ten years, or any other property for which abatement is not allowed by state law.

"Eligible Property" means the on-site buildings, structures, fixed machinery and equipment, storage tanks, process units (including all integral components necessary for operations), site improvements, and infrastructure included in the PROJECT, and the permanent office space and related fixed improvements necessary to the operation and administration of the PROJECT but does not include personal property.

"New Eligible Property" means Eligible Property, the construction of which commences subsequent to the effective date of this AGREEMENT. During the construction phase of the New Eligible Property, the OWNER may make such change orders to the New

Eligible Property as are reasonably necessary to accomplish its intended use. It is expressly understood that, notwithstanding anything to the contrary written herein, energy, electricity, manufacturing supplies (e.g. foreign manufactured catalysts), feedstocks, freight, and direct materials that physically become a part of the end product manufactured by the PROJECT) are not subject to the terms of this AGREEMENT.

"Taxable Value" for each taxing entity executing an abatement agreement is determined by deducting from the Market Value of all industrial realty improvements of a property owner and/or affiliates the amount of any applicable exemptions and abatements granted for that tax year.

The maximum dollar value for equipment that OWNER intends to claim to the TCEQ as exempt from taxation is 15% of cost ("Intended Maximum"), though that number could change as current estimated project costs are refined. It is understood that the COUNTY would not have agreed to this abatement percentages if it were known that the actual exempt property claimed by OWNER would exceed the Intended Maximum. In the event OWNER ultimately claims an amount in excess of the Intended Maximum (such amount the "Exempt Property Excess"), the percentage of abatement described in the "Abatement Schedule" shall be reduced pro rata so as to reimburse the COUNTY for the total decrease in County tax revenue during the abatement period beginning on January 1, 2015 which is expected to result from the Exempt Property Excess. It is understood and agreed that Oiltanking will not seek a tax exemption for any equipment or portion of the facility which merely reduces the pollution characteristics of the finished product produced by the facility and that an exemption will only be sought for equipment and technology utilized to reduce pollution at or around the facility.

"Base Year Value" means the taxable value of industrial realty improvements of the OWNER within Jefferson County on January 1 preceding the execution of the abatement AGREEMENT and which property is owned by the OWNER, co-owner and/or its parent companies, subsidiaries, partner or joint ventures or any entity exercising legal control over the OWNER or subject to control by the OWNER.

"Affiliates" those properties which are co-owned or which are parent companies, partnerships, joint-ventures or other entities in Jefferson County over which the OWNER herein exercises legal control.

"Base year", for the parties to this agreement, is defined as the calendar year in which this abatement contract is executed (signed) by all parties hereto.

"Affiliate" of any specified person or company means any other person or company, which, (i) directly or indirectly, through one or more intermediaries, controls, or is controlled by, or (ii) is under direct or indirect control with such specified person or company. For the purposes of this definition, "control" when used with respect to any person or company means the power to direct the management and policies of such person or company, directly or indirectly, whether through the ownership of voting

securities, by contract or otherwise; and the terms "controlling" and "controlled" have meanings correlative to the foregoing. Attached hereto as Exhibit "F - Affiliates" is a list of all affiliates of Oiltanking that exist in Jefferson County on the date of execution of this agreement

"Completion" as used herein, shall mean, the successful commissioning of the PROJECT and the attainment of reliable operations. OWNER shall certify in writing to the COUNTY when such Completion is attained.

"Full-time job", as used herein, shall mean a permanent full-time position that: requires at least 1,600 hours or work per year, is not a transferred from another area of the state, is not created to replace a previous employee, and is covered by a group health benefit plan, and pays at least 110% of the county average weekly wage for manufacturing jobs in Jefferson County.

"Payment in Lieu of Taxes" If, during the period of this abatement, any Federal or State law provides an additional tax exemption for the property that is already the subject of this agreement, Applicant agrees to decline that tax exemption during the period of this abatement. If Applicant is unable to decline that tax exemption, Applicant agrees to pay the taxes, or payment in lieu of taxes, on the reduction of property tax revenue to the County that is the result of said exemption. Any payment in lieu of taxes shall be due on or before November 15 of the year in which payment is due.

4. TERM OF ABATEMENT

This AGREEMENT shall be effective and enforceable upon execution by both parties (which date is herein referred to as the "Effective Date"). The Term of the Abatement pursuant to this AGREEMENT shall begin on January 1, 2015 and shall terminate on December 31, 2020, unless sooner terminated pursuant to other provisions of this AGREEMENT. Should OWNER not begin the construction of the PROJECT by December 31, 2015, this AGREEMENT shall be null and void.

5. OWNER REPRESENTATIONS/OBLIGATIONS

In order to receive a tax abatement with respect to a tax year listed on EXHIBIT: Tax Abatement Schedule," OWNER shall comply with the following:

a. As a result of the PROJECT, and upon its Completion (currently estimated to be not later than the second quarter, 2017, maintain a level of not less than 10 new full-time jobs, using headcount as of January 1, 2017 as the starting point, relating to the PROJECT during the remaining term of this AGREEMENT; provided, however that OWNER may reduce employment levels due to improved efficiencies or changing economic conditions during the term of this AGREEMENT as long as such employment levels do not fall below 10 new full-time jobs for total on site employment by OWNER during said term. OWNER represents that it currently employs 59 full-time employees

and it is understood and agreed that this agreement will require OWNER to maintain a total employment of 69 full-time employees. In the event that such employment falls below 10 new full-time jobs for total on site employment, Abatement shall be reduced proportionate to such employment decline beginning with the tax year in which the decline occurs and each tax year thereafter per the example calculation cited below where:

A1 = initial Abatement $s
A2 = revised Abatement $s
E1 = 10 new full-time jobs
E2 = revised employee count
A2 = A1 x (E2/E1)

b. Report and certify the requisite job levels to the COUNTY, annually during each tax year under this AGREEMENT;

c. Construct the PROJECT with an estimated investment in excess of $300,000,000;

d. Make available to the COUNTY information concerning the details of contractor bids, every quarter, during the construction phase of the PROJECT under the express understanding that COMPANY is providing the COUNTY such contractor bid information on a strictly confidential basis so as to maintain the integrity of the competitive bid process;

e. Report and certify to the COUNTY the requisite cost of the PROJECT within 120 days after the completion of the PROJECT (or 120 days after the Effective Date, whichever is later);

f. Ensure that qualified local labor, vendors, suppliers, and sub-contractors are given a timely opportunity to bid on contracts for the provision of supplies, goods and services (including engineering and construction services, *e.g.*, piping, electrical, civil, fabrication) in connection with construction of the PROJECT and any turnaround project which is undertaken as part of or in connection with the PROJECT during the term of the abatement period. Such consideration shall be made in good faith without discrimination. For purposes of the foregoing:

i. Local labor" is defined as those qualified laborers or craftsmen who are residents and domiciliaries of the nine county regions comprised of Jefferson, Orange, Hardin, Jasper, Newton, Liberty, Tyler and Chambers Counties, as well as the Bolivar Peninsula area of Galveston County. "Local vendors" and "local suppliers" shall include only those located or having a principal office in Jefferson County. "Local subcontractors" shall include only those located or having a principal office in Jefferson County.

ii OWNER agrees to provide bidding information to local qualified contractors, vendors, manufacturers and labor to allow them to have sufficient information and time to submit their bids, and pre-bid meetings shall be held between OWNER and potential local bidders and suppliers of services and materials. OWNER further acknowledges that it is a contractual obligation, under this agreement, of persons receiving property tax abatements to favor local manufacturers, suppliers, contractors, and labor, all other factors being equal. In the event of a breach of this "buy local" provision, OWNER agrees that the percentage of abatement shall be proportionately reduced in an amount equal to the amount the disqualified contract bears to the total construction cost for the PROJECT.

iii OWNER agrees to provide bidding information to local qualified contractors, vendors, manufacturers and labor to allow them to have sufficient information and time to submit their bids, and pre-bid meetings shall be held between OWNER and potential local bidders and suppliers of services and materials.

g. Report and certify to the COUNTY, quarterly the total number of dollars spent on local labor, local subcontractors and local vendors/suppliers in connection with the PROJECT;

h. Not in any way discriminate against or treat disparately union contractors who choose to participate in the competitive bid process relating to work on the PROJECT, nor discriminate against or treat disparately union members who seek employment on the PROJECT; and

i. Encourage and promote the utilization of Historically Underutilized Businesses (HUBs) (also known as Disadvantaged Business Enterprises, or DBEs) by the general contractor engaged by OWNER to construct the PROJECT and any turnaround project which is undertaken as part of or in connection with the PROJECT during the term of the abatement period by ensuring qualified HUB/DBE vendors and contractors are given a timely opportunity to bid on contracts for supplies and services. For purposes of the foregoing:

(a) A HUB/DBE is a business owned or controlled by Socially and Economically Disadvantaged Individuals as defined by all applicable federal or state laws and local policies, including Black Americans, Hispanic Americans, Native Americans, Asian-Pacific Americans, Asian Indian Americans, women, and individuals with disabilities.

(b) A HUB/DBE is one that is at least 51 percent owned or controlled by one or more women or Socially and Economically Disadvantaged Individuals or, in the case of a publicly-owned business, one that at least 51 percent of the stock of which is controlled by one or more women or Socially and Economically Disadvantaged Individuals.

(c) A business that has been certified as a HUB/DBE by an agency of the federal government or the State of Texas is presumed to be a HUB/DBE for purposes of Agreement.

(d) Only a HUB/DBE with its principal office in the State of Texas will be recognized as a HUB/DBE for purposes of this Agreement. A list of HUB/DBE vendors/suppliers is maintained in the COUNTY office and a list of same is attached hereto as
Exhibit D.

As to the use of qualified local and HUB/DBE vendors, suppliers and sub-contractors, OWNER will, at a minimum:

j. Consult with chambers of commerce, minority business associations, trade associations and other regional economic development organizations to identify local and HUB/DBE vendors, suppliers and sub-contractors;

k. Notify qualified local and HUB/DBE vendors, suppliers and sub-contractors, allowing sufficient time for effective preparation of bids for the planned work to be sub-contracted or materials, supplies or equipment to be purchased;

l. Provide qualified local and HUB/DBE vendors, suppliers and sub-contractors who are interested in bidding on a subcontract or contract for materials, supplies, equipment, or the provision of engineering and construction services and labor adequate information regarding the project as early as is practicable in the bidding process in order to allow the HUB/DBE vendors, suppliers and sub-contractors sufficient time to prepare a bid *(i.e.*, plans, specifications, scope of work, bonding and insurance requirements, and a point of contact within the general/prime contractor);

m. Negotiate in good faith with interested qualified local and HUB/DBE vendors, suppliers or sub-contractors, and award sub-contracts or contracts for materials, supplies equipment, or the provision of engineering and construction services and labor to local or HUB/DBE vendors, suppliers or sub-contractors when they are the lowest qualified responsive bidder who meets all of the applicable bid specifications; and

n. Include a provision in OWNER'S contract with the general/prime contractor on the PROJECT which requires the general/prime contractor to read and comply with the terms of this AGREEMENT relating to the use of union or non-union, local and HUB/DBE vendors, suppliers or sub- contractors.

6. VALUE OF ABATEMENT

For each year under this Agreement, the abatement percentage received by OWNER under this AGREEMENT with respect to the value of New Eligible Property, is set forth on attached Exhibit: "Tax Abatement Schedule"

The Abatement during each tax year covered by this Agreement shall be the excess of the taxable value of the Facility on January 1st of each tax year over the Base Year Value, multiplied by the following abatement percentage for each year:

The COUNTY shall give an Abatement of 100% of the Base Year Value of the Facility for years 2015 and 2016. In years 2017 and 2018, the Base Valuation shall be subject to 90% abatement and in years 2019 and 2020 the Base Valuation shall be subject to 80% abatement.

7. QUARTERLY MONITORING MEETINGS

With respect to the quarterly monitoring meetings referenced in Section 5(d) above, the County Judge, County Commissioners, or their designee(s) shall be allowed to attend such quarterly monitoring meetings, on the express condition that they execute a confidentiality agreement prepared by OWNER so as to protect confidential information which may be disclosed to them during or as a result of such monitoring meetings. OWNER agrees to reimburse the COUNTY in an amount not to exceed to $4,000.00 annually for the costs or expenses actually incurred by the COUNTY in monitoring the status of the bidding process every quarter during the construction phase of the PROJECT.

8. TAXABILITY

During the period that this AGREEMENT is effective, taxes shall be payable as follows:

a. The value of Ineligible Property shall be fully taxable;

b. The Taxable Value of existing Eligible Property as determined each shall be fully taxable; and

c. The value of New Eligible Property shall be abated as set forth in Section 6, hereinabove.

9. ADJUSTMENTS TO ABATEMENT FOR BASE YEAR VALUE DECLINE

The Jefferson County Appraisal District will establish the certified values of Eligible Property as of January 1, 2014, as set forth on attached Exhibit "B"," and such values shall be the values used to calculate the Base Year Value as herein defined. If on January 1st of any tax year listed on the "Tax Abatement Schedule" the Taxable Value is less than the Base Year Value, then the abatement of value otherwise available shall be reduced by one dollar for each dollar that the Taxable Value of realty improvements is less than the Base Year Value, except that no such reduction of Owner's abatement shall be made should any reduction to Taxable Value of Owner's Eligible Property result from a Force Majeure event.

In the event the Owner reduces its ad valorem taxes on personal property otherwise payable to the County by participating in a foreign trade zone, then the amount of abated value otherwise available shall be reduced by one dollar for each dollar of tax value reduction attributable to special treatment from trade zone participation.

It is understood and agreed by the owner that, if at any time during the abatement, the owner prevails in an action to contest the taxable value of the property of owner that is the subject of the abatement for Unequal Appraisal or revision thereof pursuant to Section 42.26, Texas Tax Code, the County shall reduce the amount of abatement dollar for dollar for each dollar that the taxable value is reduced as a result of that contest.

The parties hereto stipulate and agree that the certified appraisal value for this property, as calculated by the Jefferson County Appraisal District, will be attached hereto and incorporated herein when same is adopted by the Jefferson County Appraisal District.

10. POLLUTION CONTROL EXEMPTION

The COUNTY understands that OWNER plans (i) to request from the TCEQ a determination under Section 11.31 of the Texas Tax Code that certain property included in the New Eligible Property is pollution control property, and (ii) to apply for an exemption from ad valorem taxes under Section 11.31 of the Texas Tax Code with respect to all or a portion of such property determined by the TCEQ to be pollution control property. OWNER represents that the exempt value of such pollution control property will not exceed ten percent (15%) of the value of the Project in any year of Abatement under this AGREEMENT. OWNER agrees that in the event the exempt value of such pollution control property exceeds ten percent (15%) of the value of the Project in any year of Abatement under this AGREEMENT, the abated value will be reduced accordingly.

11. EVENT OF DEFAULT

If either party should default in performing any obligation under this AGREEMENT, the other party shall provide such defaulting party written notice of default and provide the defaulting party with a minimum period of thirty (30) days to cure such default prior to instituting an action for breach or pursuing any other remedy for default, provided however, that, if the default is of such a nature that it cannot, with the exercise of reasonable diligence, be cured within thirty (30) days, then such party shall not be in default so long as such party has commenced such cure within thirty (30) days after receiving written notice of such default and is diligently prosecuting such cure to completion. Subject to providing such notice of default and the aforesaid opportunity to cure same, the party aggrieved by default shall have the right to terminate this AGREEMENT and to pursue any remedy available at law or in equity, for breach hereof. In addition, if a party (the "Affected Party") shall become unable to timely perform any of its obligations under this AGREEMENT, other than any obligation to pay money, as a consequence of a Force Majeure Event, the Affected Party shall be relieved

of such obligation (and such failure to timely perform such obligation shall not constitute a default) to the extent that and for so long as (but only to the extent that and only for so long as) it is unable to timely perform such obligation as a consequence of such Force Majeure Event. A "Force Majeure Event" means any of the following: (a) acts of God, earthquakes, tidal waves, lightning, floods, and storms; (b) explosions and fires; (c) strikes and lockouts; (d) wars, riots, acts of the public enemy, civil disturbances, hostilities, sabotage, blockades, insurrections, terrorism, and epidemics; (e) acts of expropriation, confiscation, nationalization, requisitioning, or other taking; and (f) any other event, condition, or circumstance beyond the reasonable control of the party claiming relief as a consequence thereof; provided, however, that "Force Majeure Event" does not include the inability to make payment or financial distress.

12. ASSIGNMENT

OWNER may assign this AGREEMENT, in whole or in part, to a new owner or lessee of the same PROJECT, or a portion thereof, or to an Affiliate of OWNER upon written approval by resolution of the COMMISSIONERS COURT of such assignment, and approval shall not be unreasonably withheld or delayed. It shall not be unreasonable for the COURT to withhold approval if OWNER or the proposed assignee is liable to the COUNTY for outstanding taxes or other obligations.

13. ENTIRE AGREEMENT

The Parties agree that this AGREEMENT contains all of the terms and conditions of the understanding of the Parties relating to the subject matter hereof. All prior negotiations, discussions, correspondence and preliminary understandings between the parties and others relating hereto are superseded by the AGREEMENT.

14. SUCCESSORS AND ASSIGNS

This AGREEMENT shall be binding on and inure to the benefit of the parties, their respective successors and assigns. OWNER may not assign all or part of its rights and obligations hereunder without the prior written consent of the COUNTY, which shall not be unreasonably withheld or delayed. It shall not be unreasonable to withhold consent to assignment if OWNER or the proposed assignee(s) is/are delinquent in the payment of any ad valorem taxes.

15.NOTICE

Any notice and/or statement required and permitted to be delivered shall be deemed delivered by depositing same in the United States mail, certified with return receipt requested, postage prepaid, addressed to the appropriate party at the following addresses:

Kim M. Ivy
Oiltanking Beaumont Partners, LP

Title: Vice President, Corporate Affairs and Planning
Addresss:
333 Clay Street, Suite 2400
Houston, Texas 77002

COUNTY: Hon. Jeff R. Branick, County Judge
Jefferson County Texas
P.O. Box 4025
Beaumont,Texas 77704
(409) 835-8466
(409) 839-2311 (facsimile)

With a copy to: Ms. Kathleen Kennedy, Chief Civil Attorney
Criminal District Attorney
1149 Pearl Street, 3rd Floor
Beaumont, Texas 77701
(409) 835-8550
(409) 835-8573 (facsimile)

Mr. Fred L. Jackson,
First Assistant: Staff Attorney
Jefferson County Courthouse
P. O. Box 4025,
Beaumont, Texas 77704
(409) 835-8466
(409) 839-2311 (facsimile)

16. MERGER

The Parties agree that this AGREEMENT contains all of the terms and conditions of the understanding of the parties relating to the subject matter hereof. All prior negotiations, discussions, correspondence and preliminary understandings between the parties and others relating hereto are superseded by this AGREEMENT.

17. INTERPRETATION

The Parties acknowledge that both have been represented by counsel of their choosing in the negotiation and preparation of the AGREEMENT. Regardless of which party prepared the initial draft of this AGREEMENT, this AGREEMENT shall, in the event of any dispute over its meaning or application, be interpreted without reference to the principle of construction favoring the party who did not draft the AGREEMENT under construction.

18. APPLICABLE LAW AND VENUE

This AGREEMENT is made, and shall be construed and interpreted under the laws of the State of Texas and venue shall lie in Jefferson County, Texas.

19. SEVERABILITY

In the event any provision of this AGREEMENT is illegal, invalid, or unenforceable under present or future laws, then, and in that event, it is the intention of the Parties hereto that the remainder of this AGREEMENT shall not be affected thereby, and it is also the intention of the Parties to this AGREEMENT that in lieu of each clause or provision that is found to be illegal, invalid, or unenforceable, a provision be added to this AGREEMENT which is legal, valid, and enforceable and is as similar in terms as possible to the provision found to be illegal, invalid or unenforceable.

Executed in duplicate this the 23rd day of June, 2014.

FOR THE COUNTY:

Hon. Jeff R. Branick, County Judge
Jefferson County, Texas

By: _____

Title: VP, Corporate Affairs and Planning
Oiltanking Beaumont Partners, LP

EXHIBIT A "Description of Project"

The proposed project is a facility to construct new tanking and storage facilities and transportation equipment for crude oil, petroleum products and liquefied petroleum products.. The ability to construct this plant will enable Oiltanking to increase its productivity and marketing ability.
The facility would be constructed on approximately 469 acres of land (the defined boundary of the proposed Reinvestment Zone).

Any additional description you desire:

Significant components of the facility would include:

"Tax Abatement Schedule"

Tax Year	Abatement Percentage
1. 2015	100 %
2. 2016	100 %
3. 2017	90%
4. 2018	90 %
5. 2019	80 %
6 2020	80 %

EXHIBIT B "Base Year Property"

The proposed Reinvestment Zone contains improvements
This base year taxable value as certified will be attached, by consent of the parties, when same is calculated and adopted by the Jefferson County Appraisal District.

EXHIBIT C – "Reinvestment Zone"

"

EXHIBIT D – "List of HUB/ DBE Companies"

Exhibit "E"

Jefferson County Abatement Policy

It is understood and agreed that all abatement agreements granted herein shall conform to this abatement policy and to the Texas Tax Code.

EXHIBIT "F" AFFILIATES OF OWNER

EXHIBIT C – "Reinvestment Zone"

"

EXHIBIT "C"

ORDINANCE NO.14-024

ENTITLED AN ORDINANCE DESIGNATING AN AREA AS THE GATSBY REINVESTMENT ZONE PURSUANT TO THE TEXAS REDEVELOPMENT AND TAX ABATEMENT ACT (TEXAS TAX CODE, CHAPTER 312); PROVIDING TAX INCENTIVES; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR REPEAL.

WHEREAS, the City of Beaumont endeavors to create the proper economic and social environment to induce the investment of private resources in productive business enterprises located in areas of the City; and,

WHEREAS, it is found to be feasible and practical and would be a benefit to the land to be included in the zone and to the City of Beaumont after the expiration of any agreement entered into pursuant to the Property Redevelopment and Tax Abatement Act; and,

WHEREAS, the zone is for Commercial-Industrial tax abatement; and,

WHEREAS, the area being designated is reasonably likely as a result of the designation to contribute to the retention or expansion of primary employment or to attract major investment in the zone that would be a benefit to the property and that would contribute to the economic development of the City of Beaumont; and,

WHEREAS, to further this purpose, it is in the best interest of the City of Beaumont to designate the area described in Exhibit "A" and shown on Exhibit "B" as the Gatsby Reinvestment Zone pursuant to the Texas Redevelopment and Tax Abatement Act (Texas Tax Code, Chapter 312);

NOW, THEREFORE, BE IT ORDAINED BY

THE CITY COUNCIL OF THE CITY OF BEAUMONT:

Section 1.

That the statements and findings set out in the preamble to this ordinance are hereby, in all things, approved and adopted.

Section 2.

That the City Council hereby designates the area described in in Exhibit A and shown on Exhibit "B," attached hereto and incorporated herein for all purposes, as the Gatsby Reinvestment Zone (herein referred to as the "Zone").

Section 3.

That the City Council finds that the Zone meets the criteria contained in the Texas Redevelopment and Tax Abatement Act (Texas Tax Code, Chapter 312).

Section 4.

That the City Council finds that the designation of the reinvestment zone would contribute to retention or expansion of primary employment in the area and/or would contribute to the attraction of major investments that would be a benefit to the property and would contribute to the economic development of the municipality.

Section 5.

That the City Council may provide certain tax incentives applicable to business enterprises in the Zone, which are not applicable throughout the city, as allowed for in the Act.

Section 6.

That the City Council has established certain guidelines and criteria governing tax abatement agreements and is therefore eligible to participate in tax abatement.

DESCRIPTION OF THE GATSBY REINVESTMENT ZONE

All bearings and coordinates are based on the Texas Coordinate System, South Central Zone, (NAD 27).

BEGINNING at a 2" iron pipe found for the most Southerly corner of the herein described Gatsby Reinvestment Zone and a call 727.93 acre tract being a part of the same tracts as recorded in Volume 1765, Page 220, Jefferson County Deed Records (J.C.D.R.); said "POINT OF BEGINNING" being in the North line of McFaddin Canal No. 1.

THENCE, North 58°01'45" West, at 695.32 feet pass a TXDOT concrete ROW monument with aluminum disk found at the intersection of the South ROW line of State Highway FM 3514, said FM Highway 3514 being a perpetual road easement as recorded in File Number 9310194, Film Code 104-73-1433, J.C.O.P.R., at 1273.69 feet pass a found TXDOT concrete ROW monument in the North ROW line of said FM 3514, and continuing for a total distance of 2914.31 feet (call North 54°19'27" West, 2914.29 feet) to a found 2" iron pipe in concrete (Yount-Lee Oil Co. monument), said monument being the most Easterly corner of a call 2.125 acre tract conveyed to Amoco Pipeline Company as recorded in File Number 98-9801168, Jefferson County Official Public Records (J.C.O.P.R.);

THENCE, along the South line of said 2.125 acre tract, South 59°03'22" West, 415.10 feet (call 62°42'45" West, 414.70 feet) to a 5/8" iron rod found for the most Southerly corner of said 2.125 acre tract, said corner being in the Easterly ROW line of Union Pacific Railroad (formerly T&NO RR), said corner being the Northwest corner of a call 8.203 acre tract as recorded in File Number 98-9821361, J.C.O.P.R.;

THENCE, along said Easterly ROW line of Union Pacific Railroad (100' wide), North 30°56'59" West, 267.57 feet (call North 27°14'47" West, 267.21 feet) to a ¾" iron pipe with cap set for the Northwest or most Westerly corner of said 2.125 acre tract, from said ¾" iron pipe a found 1" iron pipe bears North 18°58'16" East, 1.62 feet;

THENCE, North 59°03'22" East, at 278.71 feet (call 278.14 feet) pass a 2" iron pipe in concrete (Yount-Lee Oil Co. monument) found for a corner of said 727.93 acre tract and said 2.215 acre tract, and continuing for a total distance of 2191.91 feet (call 2191.00 feet) to a point in a found fence corner post in concrete;

THENCE, North 30°49'18" West, at 8.80 feet pass a ½" iron rod with Amoco Production cap found for reference, and continuing for a total distance of 3350.00 feet (call North 27°06'49" West, 3350.01 feet) to a point at a 2" iron pipe in concrete found destroyed;

THENCE, along the most Northwesterly line of said 727.93 acre tract, North 42°02'16" East, at 10.00 feet pass a ¾" iron pipe with cap set for reference, and continuing for a total distance of 2306.14 feet (call North 45°45'45" East, 2306.11 feet) to a ½" iron rod with Amoco Production cap found at the most Northerly corner of said 727.93 acre tract;

EXHIBIT "A"

THENCE, North 42°02'16" East, 148.02 feet (call North 45°45'45" East, 148.00 feet) to a found ½" iron rod with Amoco Production cap;
THENCE, along the Southwesterly line of a call 103.89 acre TEPPCO tract as recorded in File Number 9006316, film Code 103-07-1160, J.C.O.P.R., South 52°27'45" East, 1864.90 feet to a ¾" iron pipe with cap set for the most Southerly corner of said 103.89 acre tract, from said ¾" iron pipe a found iron rod with Amoco Production cap bears North 24°51'54" East, 4.99 feet;

THENCE, along the Southeasterly line of said 103.89 acre tract and a call 13.12 acre TEPPCO tract as recorded in File Number 9006316, North 37°23'15" East, 2681.07 feet (call 2681.0 feet) to a ¾" iron pipe with cap set for the most Easterly corner of said 13.12 acre tract, said corner being in the Southwesterly line of a Lower Neches Valley Authority (LNVA) 120 foot wide canal easement as recorded in Volume 264, Page 489, J.C.D.R.;

THENCE, along the Northeasterly line of said 13.12 acre tract, same being the Southwesterly line of said LNVA easement, North 52°27'30" West, 1903.70 feet to a ¾" iron pipe with cap set for the most Northerly corner of said 13.12 acre tract;

THENCE, traveling in a Northerly direction approximately 365 feet to a 3/4" iron pipe with cap set at the intersection of the Northerly line of said McFaddin Canal No. 2 with said GSU Northeasterly line, said corner being the Southwest corner of the residue of a call 155.58 acre tract as recorded in Volume 260, Page 233, J.C.D.R.;

THENCE, along the Northerly line of said McFaddin Canal No. 2, same being the South line of said 155.58 acre tract, North 53°05'46" East, 1098.05 feet to a set ¾" iron pipe with cap;

THENCE, along the North line of said McFaddin Canal and the south line of said 155.58 acre tract, North 61°13'45" East, 400.24 feet to a ¾" iron pipe with cap set in the Westerly ROW line of State Highway 69, 96 & 287 (343' wide), from said pipe an iron rod with plastic cap bears North 46°48'00" West, 6.73 feet;

THENCE, traveling in an Easterly Northeasterly direction approximately 335 feet to a ¾" iron pipe with cap set at the intersection of the Northerly line of said McFaddin Canal No. 2 with said Easterly ROW line, said pipe being in the South line of the residue of said 155.58 acre tract;

THENCE, along the Northerly line of said McFaddin Canal No. 2, same being the South line of said 155.58 acre tract, North 61°13'45" East, 333.62 feet to a set ¾" iron pipe with cap;

THENCE, along the North line of said McFaddin Canal and the South line of said 155.58 acre tract, North 43°42'38" East, 191.53 feet to a ¾" iron pipe with cap set in the Westerly ROW line of State Highway FM 347 (200' wide);

THENCE, traveling in a Northeasterly direction approximately 215 feet to a ½" iron rod found in the Northeast ROW line of State Highway FM 347 (200' wide at this point);

THENCE, along the Northeast ROW line of said FM Highway 347, North 51°42'49" West, at 15.5 feet pass a found concrete ROW monument, and continuing for a total distance of 396.17 feet to a found TXDOT concrete monument with brass cap (disturbed);

THENCE, continuing along the ROW line of FM Highway 347 (varying width), North 42°14'32" East, 128.65 feet (call 126.76) to a set ¾" iron pipe with cap;

THENCE, along the ROW line of FM Highway 347, North 63°42'49" West, 230.38 feet to a set ¾" iron pipe with cap, said point being the beginning of a curve to the right;

THENCE, 200.00 feet along said curve to the right in said ROW line, said curve having a radius of 954.93 feet, a delta of 12°00'00", and a chord bearing North 57°42'49" West, 199.63 feet to a point on a found 4" iron pipe fence post;

THENCE, along the ROW line of said FM Highway 347, North 51°42'49" West, 101.62 feet to a point on found 4" iron pipe fence post;

THENCE, North 43°32'08" East, 1,187.75 feet (call North 47°15'27" East) along the Southeast line of a call 20.03 acre tract as recorded in File Number 97-9731390, J.C.O.P.R. to a found 2" iron pipe in concrete (Yount-Lee Oil Co. monument) said point being the East corner of said 20.03 acre tract, said point also being in the West line of the Kansas City Southern Railroad (100' wide) as recorded in Volume 230, Page 58, J.C.D.R.;

THENCE, along the Southwest line of said Kansas City Southern Railroad, South 47°48'03" East, 1,002.54 feet (call South 44°05'03" East), to a set ¾" iron pipe with cap from which a found ½" iron rod bears South 50°27'20" West, 1.41 feet), said iron pipe being in the North line of McFaddin Canal No. 2;

THENCE, along said North line and a Southeasterly line of a 24.05 acre tract as recorded in File Number 2001014848, J.C.O.P.R., North 74°23'22" East, approximately 10 feet to a ¾" iron pipe with cap found in the Southwesterly ROW line of said Kansas City Southern Railroad;

THENCE, North 77°00'12" East, 121.79 feet to a ¾" iron rod with cap set in the Northeasterly line of said railroad;

THENCE, along said Northeasterly ROW line, North 47°48'03" West, 54.29 feet to a 5/8" iron rod (bent) found at the Southwest corner of a call 23.5505 acre tract as recorded in File Number 98814109;

THENCE, along the South line of said 23.5505 acre tract, North 83°25'16" East, 398.85 feet to a 2" iron pipe found at the Southeast corner of said 23.5505 acre tract, said corner being a corner of a call 461.42 acre tract as recorded in File Number 2001014848, J.C.O.P.R.;

THENCE, North 47°48'03" West, 2,715.70 feet (call North 44°07'00" West, 2,713.75 feet) along said Easterly line of said 23.5505 acre tract to a 1" iron pipe found for the most Westerly corner of the herein described tract, said point being the most Southerly corner of a call 203.2524

acre tract as recorded in File Number 98-9814111, said point also being in the East line of said 23.5505 acre tract;

THENCE, North 41°56'47" East, 2,730.34 feet (call North 45°38' East, 2,730.3 feet), to a found ½" iron rod;

THENCE, North 87°28'34" East (call South 88°55' East), at 464.63 feet, pass a found 3-1/2" aluminum pipe, at 876.09 feet pass a found 3-1/2" aluminum pipe, at approximately 2200 feet to a point for corner being the Southwest corner of a call 24.6091 acre tract described as Tract 128, P. Humphreys Survey, Abstract 32 in the Jefferson County Tax Records.

THENCE, traveling in a Northerly direction along the West line of said 24.6091 acre tract approximately 1005 feet to a point for corner,

THENCE, traveling in a Westerly direction along the North line of said 24.6091 acre tract approximately 750 feet to a point in the vegetation line of the Neches River,

THENCE, along with the meanders of the Neches River the following courses and distances:

Southeast approximately 570 feet to a point;

Southeast approximately 475 feet to a point;

South 14°23'24" East, 479.93 feet to a point on the end of an existing bulkhead;

South 08°41'51" East, 996.25 feet along an existing bulkhead to a point;

South 37°26'52" West, 97.18 feet along an existing bulkhead to a point;

South 12°03'07" East, 90.65 feet along an existing bulkhead to a point;

South 24°41'26" West, 54.32 feet to a point on the end of said bulkhead;

South 05°00'28" East, 263.95 feet to a point;

South 10°22'26" East, 128.42 feet to a point;

South 86°15'02" West, 27.20 feet to a point;

South 19°11'28" West, 105.60 feet to a point;

South 31°57'39" East, 60.57 feet to a point;

South 75°59'58" East, 57.99 feet to a point;

North 89°01'22" East, 91.42 feet to a point;

South 15°36'54" East, 37.98 feet to a point;

South 23°49'09" West, 39.63 feet to a point;

South 14°25'57" West, 241.83 feet to a point;

South 36°47'52" East, 46.54 feet to a point;

South 05°09'24" East, 44.99 feet to a point;

South 31°53'11" East, 354.38 feet across a United States Maritime Commission channel to the end of an existing bulkhead;

South 26°37'11" East, 226.69 feet to a point;

South 46°41'09" East, 111.12 feet to a point;

South 79°45'19" East, 77.11 feet to a point;

South 43°02'03" East, 123.25 feet to a point;

THENCE, departing the Neches River, South 03°43'30" East, at 20.24 feet pass a ½" iron pipe set for reference, and continuing for a total distance of 120.24 feet to a set ¾" iron pipe with cap;

THENCE, South 27°36'31" West (call South 31°20'02" West), along the North line of a Kansas City Southern Railroad strip of land as recorded in Volume 230, Page 626, J.C.D.R., at 10.0 feet pass a found 2" iron pipe, and continuing for a total distance of 1,428.00 feet to a point in deep marsh;

THENCE, South 38°38'59" West, 269.63 feet, (call South 42°17'54" West, 270 feet) to a set ¾" iron pipe with cap;

THENCE, South 86°26'16" West (call North 89°56'13" West), 148.00 feet to a found 2" iron pipe in concrete (Yount-Lee Oil Co. monument);

THENCE, North 89°14'28" West, 102.67 feet (call North 85°26'13" West, 103 feet) to a found ½" iron rod;

THENCE, North 46°58'31" West, 455.46 feet (call North 43°21'07" West, 455 feet) to a set ¾" iron pipe with cap;

THENCE, South 32°20'56" West, at 3.60 feet pass a found ½" iron rod in concrete, and continuing for a total distance of 685.34 feet (call South 36°03'02" West, 684.74 feet) to a found ½" iron rod;

THENCE, continuing South 32°20'26" West, approximately 840 feet, to a point for corner in the Northeast ROW line of said State Highway FM 347;

THENCE, traveling in a Southwesterly direction approximately 105 feet to a point for corner being the East corner of a 13.202 acre tract described as Tracts 5-A & 5-C, P. Humphreys Survey, Abstract 32 in the Jefferson County Tax Records.

THENCE, traveling in a Southwesterly direction along the Southeast line of said 13.202 acre tract approximately 1000 feet to a point being the most Southerly corner of said 13.202 acre tract and the East ROW line of State Highway 69, 96 & 287;

THENCE, continuing Southwest along the same line 220 feet to a point in the West ROW line of State Highway 69, 96 & 287, also being the north line of a call 101.86 acre tract of land, being part of a tract conveyed to Amoco Pipeline Company as recorded in File Number 98-9801168, Jefferson County Official Public Records (J.C.O.P.R.);

THENCE, along said Southwest ROW line of FM Highway 347, South 51°42'49" East, approximately 1260 feet, to a concrete ROW monument found for corner from which a found ½" iron rod bears South 52°05'33" East, 4.34 feet, said corner being the most Easterly corner of said 101.86 acre tract;

THENCE, South 38°25'43" West (call South 42°05'58" West), 2129.69 feet to a ¾" iron pipe with cap set at the intersection of the South line of said 101.86 acre tract with the Easterly ROW line of US Highway 69, 96 and 287 (338 feet wide at this point);

THENCE, in an Easterly direction approximately 330 feet to an iron rod in concrete (bent) bears North 89°16'49" East, 0.57 feet, said point being in the Westerly ROW line of US Highway 69, 96 and 287 (338' wide);

THENCE, along said Westerly ROW line, South 27°44'13" East, 286.94 feet to a point from which a found ½" iron rod bears North 58°29'12" East, 0.48 feet, said point being the intersection of said Westerly highway ROW line with the Southwesterly line of said LNVA 120 foot wide canal easement;

THENCE, along the Southwesterly line of said LNVA canal easement, North 52°27'30" West, 184.80 feet to a ¾" iron pipe with cap set for the most Northerly corner of a call 1.64 acre LNVA fee tract as recorded in Volume 1394, Page 410, J.C.D.R.;

THENCE, with a Westerly line of said 1.64 acre tract, South 14°57'30" East, 230.60 feet to a ¾" iron pipe with cap set for corner;

THENCE, with a Westerly line of said 1.64 acre tract, South 29°20'38" East, 339.69 feet (call 335.7 feet) to a set 3/4" iron pipe with cap;

THENCE, with a Southerly line of said 1.64 acre tract, South 54°42'13" East, 261.90 feet to a ¾" iron pipe with cap set in the Westerly ROW line of US Highway 69, 96 & 287;

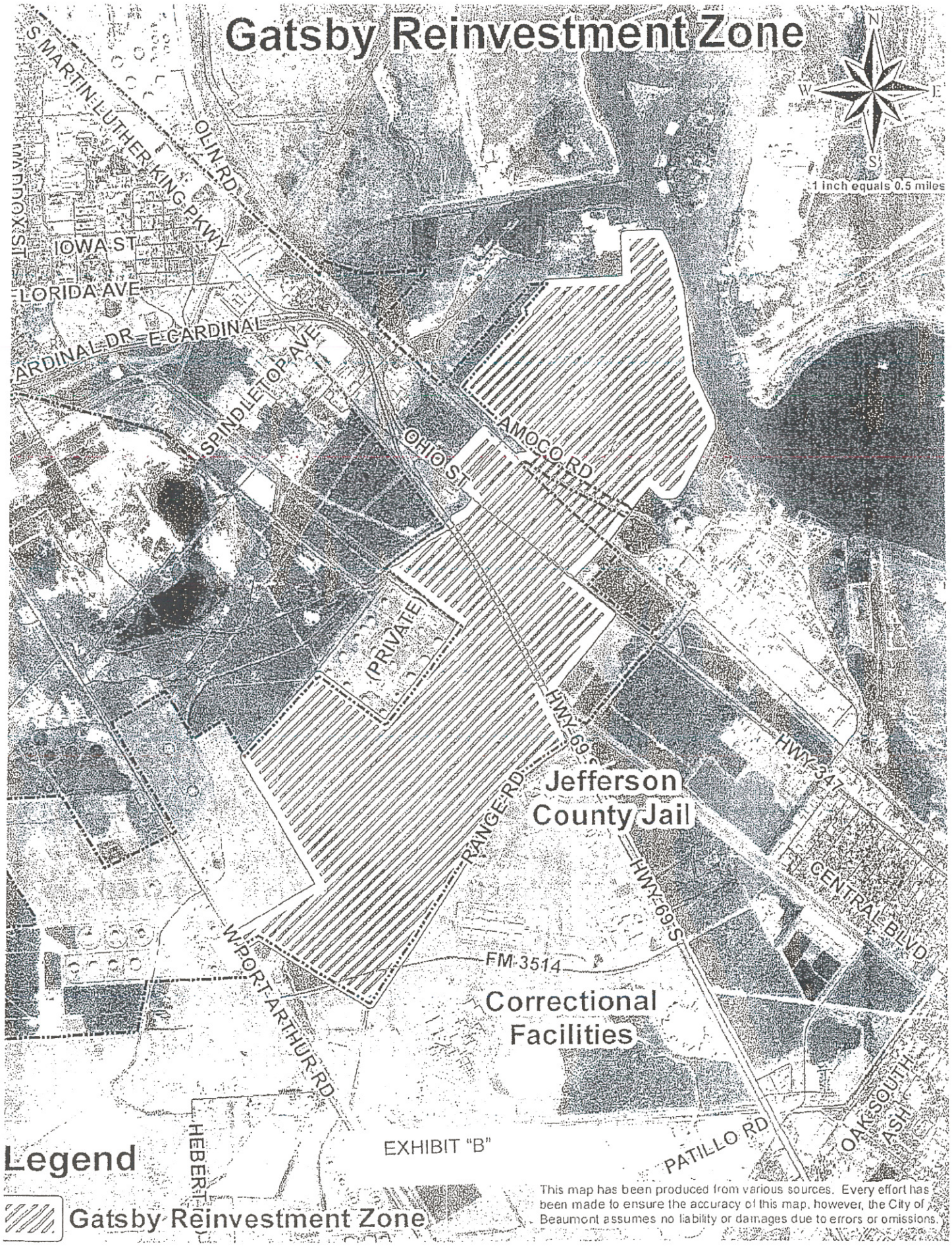
THENCE, along said Westerly ROW line, South 27°44'13" East, at 656.55 feet pass a found concrete ROW monument, and continuing for a total distance of 658.15 feet to a ¾" iron pipe with cap set for corner in the Northwesterly line of old McFaddin Canal No. 1;

THENCE, along the Northwesterly line of McFaddin Canal No. 1 and the Southeasterly line of said 727.93 acre tract, South 55°07'11" West (call South 58°50'West), 1320.78 feet to a point from which a found 2" iron pipe bears North 38°55' West, 2.0 feet;

THENCE, along the Northwesterly line of McFaddin Canal No. 1 and the Southeasterly line of said 729.93 acre tract, South 43°32'50" West, 199.83 feet (call South 4715' West, 200 feet) to a point from which a found 2" iron pipe bears North 52°07' West, 2.0 feet;

THENCE, along the Northwesterly line of McFaddin Canal No. 1 and the Southeasterly line of said 729.93 acre tract, South 32°11'35" West, 835.48 feet (call South 35°55' West, 836 feet) to a point from which a found 2" iron pipe bears North 52°28' West, 2.0 feet;

THENCE, along the Northwesterly line of McFaddin Canal No. 1 and the Southeasterly line of said 729.93 acre tract, South 32°16'04" West, at 3973.53 feet pass a 3/4 " iron pipe with cap set at the intersection of the North ROW line of the aforesaid State Highway FM 3514 with the Southeasterly line of said 729.93 acre tract, at 4182.14 pass a ¾" iron pipe with cap set in the South ROW line of said FM Highway 3514, and continuing for a total distance of 5024.51 feet to the **"POINT OF BEGINNING"** and containing 1559.5 acres more or less.


Gatsby Reinvestment Zone
N
W
E
S
1 inch equals 0.5 miles
S MARTIN LUTHER KING PKWY
OLIN RD
MADDOX ST
IOWA ST
LORIDA AVE
ARDINAL DR E
CARDINAL
SPINDLETOP AVE
OHIO ST
AMOCO RD
(PRIVATE)
HWY 69 S
HWY 347
Jefferson
County Jail
RANGE RD
HWY 69 S
CENTRAL BLVD
FM 3514
PORT ARTHUR RD
Correctional
Facilities
HEBERT
EXHIBIT "B"
PATILLO RD
OAK
SOUTH
ASH
Legend
Gatsby Reinvestment Zone
This map has been produced from various sources. Every effort has been made to ensure the accuracy of this map, however, the City of Beaumont assumes no liability or damages due to errors or omissions.

Section 7.

That a public hearing to consider this ordinance was held by the City Council on June 10, 2014.

Section 8.

That this ordinance shall take effect from and after its passage as the law and charter provide.

Section 9.

That if any section, subsection, sentence, clause, or phrase of this ordinance, or the application of same to a particular set of persons or circumstances should for any reason be held to be invalid, such invalidity shall not affect the remaining portions of this ordinance, and to such end the various portions and provisions of this ordinance are declared to be severable.

Section 10.

That all ordinances or parts of ordinances in conflict herewith are repealed to the extent of the conflict only.

PASSED BY THE CITY COUNCIL of the City of Beaumont on this the 10th day June, 2014.

THE CITY OF BEAUMONT, JEFFERSON COUNTY, TEXAS
BEAUMONT, TEXAS

Becky Ames

- Mayor Becky Ames -

EXHIBIT D – "List of HUB/ DBE Companies"

Minority Business Directory

*** Indicates certification as a HUB/DBE has been obtained**

Accountants/ Certified Public

ComPRO Tax
Denise White
2720 N. 11th Street
Beaumont, TX 77703
Tel: 409-924-7777
Fax: 409-924-0610
Website: www.comprotax.com

Fedric Zeno, Sr.
ComPRO Tax, Inc.
2905 Laurel Ave.
Beaumont, TX 77703
Tel: 409-832-1099
Fax: 409-832-2108
Home: 409-840-5129
Email: zenoandassociate@aol.com

Gayle Botley
Botley & Associates, CPA's
Tel: 409-833-8757

Joanne Spooner
South Park ComPRO Tax
4390 Highland Avenue
Beaumont, TX 77705
Tel: 409-832-8299
Fax: 409-832-1661
Website: www.comprotax.com

*Stephanie Clark
The Ann Group
2700 Blanchette St. (01)
Tel: 409-813-3696
Fax: 409-813-3404
Email: sclark@theanngroup.com

Mr. Yusuf Muhammad
ComPRO Tax
999 S. 4th St.
Beaumont, TX 77701
Tel: 409-832-3565
Fax: 409-832-2252
Website: www.comprotax.com

Ms. Margaret Bostic
That Too
Tel: 409-842-6966

Advertising & Public Relations

Jessie Haynes & Associates
P.O. Box 22577
Beaumont, TX 77720
Tel: 409-838-2222
Website: www.haynespr.com

Texas Black Pages
P.O. Box 22577
Beaumont, TX 77720
Tel: 409-838-2222
Website: www.texasblackpages.com

Agricultural

Lloyd J. Hebert
Cooperative Extension Program
1295 Pearl St
Beaumont, TX 77701
Tel: 409-835-8461
Cell: 409-351-1331

Air Conditioning Repair

Big-O Air Conditioning & Heating
1370 Lavaca
Beaumont, TX 77705
Tel: 409-833-4817
Cell: 409-656-0827

J&W A/C Heating
Ivory Joe Harris
5465 Emerald Dr.
Beaumont, TX 77705
Tel: 409-842-2389

Jon D. Welch
Coushatta
P.O. Box 13071
Beaumont, TX 77726
Tel: 409-899-2552
Email: jon@coushatta-services.com
Website: www.coushatta-services.com

LanLos Appliance & Air Conditioning Repair
P.O. Box 5513
Beaumont, TX 77726
Tel: 409-724-4101

Villery's
Refrigeration & Air Conditioning Service
Tel: 409-838-2233

Barbecue/ Caterers

Charlie Dean
Dean's Bar-B-Q & Catering
805 Magnolia
Beaumont, TX 77701
Tel: 409-835-7956

Eugene Sam
Tillmans Barbecue Pit
1104 Sherman St
Beaumont, TX 77701
Tel: 409-838-5592

Gerard's Barbecue Diner
3730 Fannett Rd
Beaumont, TX 77705
Tel: 409-842-9135

Jack Patillo Barbecue
2775 Washington Blvd.
Beaumont, TX 77705
Tel: 409-833-3154

Leonard Broussard
Broussard's Bar-B-Q
2930 S. 11th Street
Beaumont, TX 77701
Tel: 409-842-1221

*Mouton's Catering
3845 Washington Blvd
Beaumont, TX 77705
Tel: 409-842-4933

Carpet/ Flooring

*Alton & Michelle Babineaux
Bab's Carpet
4940 Highland Ave.
Beaumont, TX 77705
Tel: 409-833-7484
Fax: 409-790-4218

Delores Fruge
Power Stretch Carpet
502 S. 4th St.
Beaumont, TX 77701
Home: 409-832-8626
Cell1: 409-617-1862
Cell2: 409-338-9907
Fax: 409-833-3230

Raymon and Sharonne Morris
Morris and Morris Floor Covering
4515 Ironton
Beaumont, TX 77703
Home: 409-833-5011
Tel: 409-553-9861

Computer Service & Repair

Chris Martin
601 Woodworth
Port Arthur, TX 77642
Tel1: 409-982-3528
Tel2: 409-982-3529

David Leaven / Marcus Frank
F & L Computer Solutions
P.O. Box 328-A
Winnie, TX 77665
Tel: 409-351-1256

Consultant

Felicia Young, Owner
Five Star Business Solutions
Tel: 409-466-6038

Contractors /Construction Services/Community Development/ Home Builders

Al Armstrong
SEATECH
3227 Highland Ave
Beaumont, TX 77701
Tel: 409-350-5620

Albert Ceaser
CMM Construction
Tel 409-842-1250

Arthur Limbrick, Sr.
Lim Construction, Inc.
Commercial & Residential Building
4935 Fannett Road
Beaumont, TX 77705
Tel: 409-842-9765
Fax: 409-842-9141
Cell: 409-338-0832

Celestine's Construction
510 Palm St.
Beaumont, TX 77705
Tel: 409-832-1342

*Christene Sonnier
Coastal Industrial Services, Inc.
P.O. Box 158
Port Neches, TX 77651
Tel: 409-736-3797
Cell: 409-728-5072

205 West Hwy 365, Ste. A
Port Arthur, TX 77640
Fax: 409-736-2270
Email: www.coastaltxs@aol.com

Cornelius Harris
Alamo Contractors

Don LaFleur
Don LaFleur Construction & Homes
5681 Eastex Freeway
Beaumont, TX 77708
Tel: 409-347-0593

Donald Ray Wise
Wise Barricades
Tel: 409-835-5113

Eddie Senigaur
Senigaur Home Builder & General Contractor
3196 Washington Blvd.
Beaumont, TX 77705
Tel: 409-842-5220
Fax: 409-842-2983

Jerry Ball- VP
EnviroTech Services LLC
Southeast Texas Division
3024 Commerce St.
Port Arthur, TX 77642
Tel: 409-790-5910
Toll Free: 800-286-3695
Email: jerry.ball@osfinc.net

*Joshua Allen
J. Allen contractors, Inc.
Tel: 409-833-8947
Email: office@jallenmgmt.com

Lloyd Broussard
EnviroTech Services, LLC
4002 Caroline Street
Houston, TX 77004
Tel: 713-551-6671

Ernestine Wade
Gulf Coast Industrial Contractors, Inc.
Tel: 409-842-1522

Joe Wheaton
Joe Wheaton Construction Co.

Johnny Casmore
Builders, Inc.
7295 Ellen Lane
Beaumont, TX 77708
Tel: 409-892-2223
Fax: 409-466-1251

Joseph D. Deshotel
DEZ-TEX Construction, Inc.
Tel: 409-842-4844

*Kenny Timms
KT Maintenance
Tel: 409-982-9952
Email: Kenny.tims@ktmaintenance.com

Mr. Vories Lornette, Sr.
Faith Construction
Tel: 409-794-2615

Mr. Matt Hopson
Southeast TX Community Development
1460 Gladys
Beaumont, TX 77701
Tel: 409-835-7527
Fax: 409-835-1680
Email: mhopson@setcdc.org

Mrs. Antoinette J. Hardy
Beaumont Community Development
505 E. Florida
Beaumont, TX 77705
Tel: 409-813-2158
Fax: 409-813-2165
Email: ahardy1969@yahoo.com

Ms. Mary Randall
J&M construction
Tel: 409-842-0967

Naomi Lawrence-Lee
CNB Development Group
Tel: 409-767-8037
Email: nlee@cnbhomes.com

Ories Holmes
Ories Holmes Construction
Tel: 409-842-3943

Paul Buxie
Buxie Builders
Tel: 409-833-2028

Perkins brown
Brown Fencing & construction
Tel: 409-833-1533

R. Anthony Lewis II
Custom Home Design & Building
Tel: 409-839-4735

Ray Marsh
RAM Contracting Services
Tel: 214-597-0541
Email: ray@rammep.com

Richard Gilbert / Bruce Dunbar
Owner / Superintendent
GP Realty Building Co.
648 Orleans
Beaumont, TX 77701
Richard Tel: 281-895-7773
Bruce Tel: 409-454-6356
Fax: 409-835-6775

*Roosevelt Petry
GP Industrial Contractors, Inc.
rpetry@gpic2000.com
Port Arthur, TX 77640
Tel: 281-850-8889

Steve Andrus
Andrus Construction
Beaumont, TX 77703
Home: 409-835-4397
Work: 409-835-8629
Cell: 409-466-1860

William Kenebrew, Sr.
Kenebrew Masonary
Tel: 409-866-3310

Commodities

*Loma George
LG Supplies
9545 Riggs Street
Beaumont, TX 77707
lomageorge@att.net
Tel: 409-782-4086

Copy Services

Jeanette Rideau
Reliable Copy Service
2498 Washington Blvd –B
Beaumont, TX 77705
Tel: 409-835-1218
Fax: 409-838-0064
Email: jeanetteRCS@sbcglobal.net

Council

Beverly L. Hatcher- President
Golden Triangle Minority Council, Inc.
P.O. Box 21664
Beaumont, TX 77720-1664
Tel: 409-962-8530
Fax: 409-898-8077
Email: gtmbc@ih2000.net
Website: www.gtmbc.com

Electrical/ Mechanical Contractors

Calvin Walker
Walker's Electric Company
2916 Magnolia Street
Beaumont, TX 77703
Tel: 409-212-9244
Fax: 409-212-9245

*Gregory T. Johnson, Sr.
GJETCO
P.O. Box 22735
Beaumont, TX 77720
Tel: 409-866-3829
Fax: 409-866-6962

*Joseph C. Ledet, III
Ledet Electrical Services
Tel: 409-896-5471
Cell: 409-791-1366

Ray Marsh
RAM Electrical & Mechanical Contractors
3467 Elinor
Beaumont, TX 77705
Cell: 214-597-0541
Fax: 972-539-2422
Email: ray@ram4mep.com

Employment Services

Imogene Chargois
Texas Workforce Centers of Southeast Texas
304 Pearl Street
Beaumont, TX 77701
Tel: 409-839-8045
Fax: 409-835-0774
Email: imogene.chargois@setworks.org

*Luis G. Silva
Silva Employment Network
2901 Turtle Creek Drive, Suite 205
Port Arthur, TX 77642
Tel: 409-727-4024
Fax: 409-727-4094
Email: lgsilva1940@aol.com

Energy

Syed Mohiuddin
Apex Petroleum & Energy Xpress, LLC
The Apex Plaza
9100 SW Freeway, Suite 201
Houston, TX 77074
Tel: 713-541-2755
Fax: 713-541-5535
Website: www.syed@apexgroupofcompaines.com

Engineers

*Andy Chica
Chica & Associates Inc.
595 Orleans, Suite 508
Beaumont, TX 77701
Tel: 409-833-4343

Sina K. Nejad, P.E.
Sigma Engineers, Inc.
4099 Calder Avenue
Beaumont, TX 77706
Tel: 409-898-1001
Fax: 409-898-3420
Email: mail@sigmaengineers.com

Environmental

Bennard L. Nelson, Jr.
Legacee Environmental
6001 Savoy, Suite 204
Houston, TX 77035
Tel: 713-218-8647
Fax: 713-218-8649
Email: bnelson@legaceenvironmental.com

Florists- Retail

Mr. Walter McCloney
McCloney Florist
2690 Park St
Beaumont, TX 77701
Tel: 409-838-6861
Fax: 409-838-0085
Email: waltermccloney@sbcglobal.net

Home Repair & Maintenance

Clinton Ford
Clint's Maintenance and Repairs
8345 Lawrence Drive
Beaumont, TX 77708
Tel: 409-899-4547

Industrial Consultant

B.D. Belvin and Assoc.
Consulting Business Development
9692 Westhiemer Rd., Suite 83
Houston, TX 77063
Tel: 512-789-8178
Email: david@bdbelvin.com
Website: www.bdbelvin.com

Glenn J. Walters
Home Sweet Home Enterprise, Inc.
5212 Culpepper PL
Wesley Chapel, FL 33544
Tel: 813-907-9499
Cell: 813-503-8896
Fax: 813-994-9557
Email: glennjwalters@aol.com

Insurance

Bobby L. Holmes
Farmers Insurance Group
1120 Woodworth Blvd.
Port Arthur, TX 77640
Tel: 409-982-1200
Fax: 409-982-1300
Email: bholmes@farmeragent.com

Byron Lewis
LRC Insurance, Inc.
190 S. Dowlen Road
Beaumont, TX 77707
Tel: 409-866-7073
Cell: 409-466-3664
Email: lrcinsurance@yahoo.com

Charles E. Taylor
Farmers Insurance Group
3355 Washington Blvd.
Beaumont, TX 77705
Tel: 409-842-8300
Home: 409-866-8412
Email: mrcharlestaylor@cs.com

O'Dell E. Harmon
A & M Marketing
595 Orleans, Suite 1128
Beaumont, TX 77701
Tel: 409-466-2533
Email: odharm21@yahoo.com
Website: www.coloniallife.com

Lora Brooks Francis
Insurance Medical Services, Inc.
8100 Lemon Tree Court
Port Arthur, TX
Tel & Fax: 409-722-0077
Cell: 409-289-0945

Mark A. Williams
Protectors Insurance & Financial Services
2600 South Loop West, Suite 520
Houston, TX 77054
Tel: 832-347-6080
Fax: 713-660-9977

Email: mwilliams@protectorinsurance.com

Mr. Lawrence Evans
Farmers Insurance Co.
3355 Washington Blvd.
P.O. Box 22897
Beaumont, TX 77720
Tel: 409-842-8300
Fax: 409-842-8304
Email: levansinsurance@msn.com

Tarik Cooper
Frank and Cooper, Inc.
125 IH 10 North Street, Suite 410
Beaumont, TX 77707
Tel: 409-284-5341
Cell: 409-939-0247

Thelma Jefferson
Discount Medical & Dental
5125 Folsom
Beaumont, TX 77706
Tel1: 409-899-9194
Tel2: 409-4661822
Email: cautiousscenery@aol.com

Investment

Connie D. Gist
EdwardJones
4414 Dowlen Road, Suite 102
Beaumont, TX 77706
Tel1: 409-896-5852
Toll Free1: 888-368-2620
Toll Free2: 888-898-7188
Website: www.edwardjones.com

Lawn Care

Ava S. Hamilton
B & A Lawn Care Service
P.O. Box 22855
Tel1: 409-866-9399
Tel2: 409-651-9955
Tel3: 409-651-9954

*Michael Alfred
The Garden of Gethsemane
Tel: 409-842-2773

Logistic

*Ray Deshotel
Beaumont Warehouse-Transportation
P.O. Box 20477
Beaumont, TX 77720
Tel: 409-883-9997
Fax: 409-883-4208
Cell: 409-299-0053
Email: ldeshotel@pnx.com

Maintenance

Kenny L. Tims, Sr.- President
KT Maintenance Company, Inc.
800 Proctor Street
Port Arthur, TX 77640
Tel: 409-982-9952
Fax: 409-982-4851
Email: kenny.tims@ktmaintenance.com

Misc.

Clarence C. Jones
M&R Cleaning Services
Tel: 409-833-4535

Delois Roy
Art World
Tel: 409-892-7638

J.M. Kaufman
J.M. Kaufman Materials Co.
Tel: 409-985-4906

James Holmes
James Holmes Enterprises, Inc.
Tel: 409-842-3685

*Toni Prados
Area Impressions Caps & T's
Tel: 409-833-4561
Email: bprados@swbell.net

Office Supply

Howard Giron
Select Business Products
P.O. Box 22741
Beaumont, TX 77720
Tel: 409-866-3224
Fax: 409-866-1401

Pest Control
Colton (Bubba) Moore, Owner
Moore Superior Pest Control, Inc.
Tel: 409-899-1799

Photography

Harold's Photography
2705 S. Fourth St
Beaumont, TX 77705
Tel: 409-794-5376
Fax: 409-842-4143
Email: haynes.haynes@sbcglobal.net

Johnny Beatty Barry
Photographer & Videographer
2906 Roberts St.
Beaumont, TX 77701
Tel: 409-842-3903

Sonny Perkins
Sonny's Video
2290 Morrison
Beaumont, TX 77701
Tel: 409-832-9380

Plumbing

A.J.
Martha's Sewage and Drainage Service
2370 Columbia Street

Beaumont, TX 77701
Tel: 409-833-2796

Charles chevis
Joe Simon Plumbing & Heating
Tel: 409-842-0490

News/ Media/ Publications

Angel San Juan
KFDM 6 & WB 10 KWBB
P.O. Box 7128
Beaumont, TX 77726-7128
Tel: 409-895-4661
Fax: 409-892-7305
Email: angels@kfdm.com

Helen Hunter Tubbs
Spotlight Magazine
P.O. Box 41203
Beaumont, TX 77725
Tel: 409-832-3494
Fax: 409-832-6171

Jesse Samuels, Sr.
Cumulus
755 S. 11th Street, Suite 102
Beaumont, TX 77701
Tel: 409-833-9421
Fax: 409-833-9296
Home: 409-983-5404

Jessie Haynes
NAC Publishing- 10 Stupid Things
P.O. Box 22577
Beaumont, TX 77720
Tel: 409-838-2222

Mr. A. B. Bernard
BGI Enterprise
PO Box 22077
Beaumont, TX 77720-2077
Tel: 409-833-0303
Fax: 409-833-0744

Ms. Vicke Frank
KZZB Radio

2531 Calder Ave.
Beaumont, TX 77702
Tel: 409-833-0990
Fax: 281-424-7588

Tracie Payne
CUSH Magazine
P.O. Box 22197
Beaumont, TX 77720
Tel: 409-212-1111
Website: www.cush.com

Purchasing/ Procurement

Odell Wynn
WGN Procurement
2626 South Loop West, Suite 545
Houston, TX 77054
Tel: 713-857-8359

Real Estate

Dr. Kevin Moulton
Synergy International Realty
2955 Laurel St.
Beaumont, TX 77702
Tel: 409-835-1111
Fax: 409-866-5463
Email: drvinnie@sbcglobal.net

Kim Fenner
ERA Team REALTORS
2396 Eastex Freeway
Beaumont, TX 77703
Tel: 409-898-0701
Fax: 409-898-8591
Cell: 409-893-0735
Email: kim.fenner@era.com
Website: www.erateamrealtors.com

Mr. Pat Gibbs
G-Team Real Estate
3229 Washington Blvd.
Beaumont, TX 77705
Tel: 409-832-2500
Fax: 409-832-2515
Email: phgibbs@sbcglobal.net

Mrs. Dee Richard Chavis
Dee Richard Real Estate
999 S. 4th St.
Beaumont, TX 77701
Tel: 409-839-4580
Fax: 409-839-4395
Email: drealestate@gt.rr.com

Mrs. Patricia Beckett White
Dee Richard Real Estate
999 S. 4th St.
Beaumont, TX 77701
Tel: 409-839-4580
Fax: 409-839-4395
Email: drealestate@gt.rr.com

Mrs. Patricia Beckett White
Dee Richard Real Estate
999 S. 4th St.
Beaumont, TX 77701
Tel: 409-839-4580
Fax: 409-839-4395
Email: drealestate@ft.rr.com

Mrs. Willie Mae Thomas
Five Brothers Investments
6140 W. Windemere Dr.
Beaumont, TX 77713
Tel: 409-898-4100
Cell: 409-201-0777
Fax: 409-898-4090
Email: grannysboy4@yahoo.com

Walter Kyles, Jr. & Co.
Insurance- Real Estate- Construction
2875 Washington Blvd
Beaumont, TX 77705
Tel: 409-842-3444
Fax: 409-842-9770
Cell: 409-338-1365
Email: kyles@aol.com

Restaurants

Floyd & Carol Dixon
Southern Delight Restaurant
3195 Washington Blvd.
Beaumont, TX 77705
Tel: 409-840-5025

Frank Owens, Proprietor
Dairy Queen
3755 College St.
Beaumont, TX 77701
Tel: 409-838-4723

Nolan Hines, Jr.
Taste of Orleans
672 Orleans St.
Beaumont, TX 77701
Tel: 409-833-9460
Cell: 409-553-4632
Fax: 409-833-9470
Website: www.tasteoforleansonline.com

Roofing

John & Lawrence
Norman & Norman Roofing
Beaumont, TX
John Tel: 409-454-8586
Lawrence Tel: 409-838-4266

Sanitary Supply

Armstead Price, Owner
MVP Janitorial Inc.
5430 Concord Road, Suite A
P.O. Box 22961-2961
Beaumont, Tx 77720
Tel: 409-347-4100
Cell: 409-454-5100

*S and S – Enterprises
PO Box 1983
Beaumont, TX 77704
Tel: 409-842-0594
Fax: 409-842-0594
Pager: 409-726-3624

The Invisible Armor
Tammy Powell
P.O. Box 22492
Beaumont, TX 77720
Tel: 409-840-9801
Fax: 409-840-9815
Email: www.iarmor.net

Trophies

*Harold Williams & Sherrie Charles
AAA Trophy Shop & Etc.
4570 Highland Ave
Beaumont, TX 77705
Tel: 409-651-6050
Fax: 409-842-6473
Email: aaatrophyshop@yahoo.com

Trucking/Heavy Hauling

Alex J. Jeanmard
J&J Trucking
Tel: 409-833-3026

Erwin Charles
Charles Trucking
Tel: 409-835-5805

Delisa Bean
Dawn Express
2005 Broadway, Suite 113
Beaumont, TX 77702
Tel: 409-212-8222

Frank Patillo
Frank Patillo Trucking
Tel: 409-833-0804

Gerald Castille
G&S Trucking & Mowing
Tel: 409-832-8347

Chris Gobert
Gobert Trucking Company
Tel: 409-838-5079

Jerry P. Bernard

Bernard's Trucking
Tel: 409-842-1259

Joseph Charles
J&P Trucking
Tel: 409-835-3119

Mrs. Shelia M. Mire
W&S Mire Trucking

Roland Eaglin
Roland Eaglin Trucking
Tel: 409-835-0100

Wrecker Services

Mr. Chuck Guillory
Chuck's Wrecker Service
2945 Blanchette Service
Beaumont, TX 77701
Tel: 409-832-8228
Fax: 409-833-8348

Tommy Guillory
Guillory's Wrecker Services
4020 Fannett Rd
Beaumont, TX 77705
Tel: 409-842-5106

Bernard Simon
Mirror Shine & Shoe Repair
657 Park
Beaumont, TX 77701
Tel: 409-835-5722

AGENDA ITEM **June 30, 2014**

Receive and file Annual Road Report's of Jefferson County Precinct No.1 and Precinct No. 3 pursuant to Section 251.005, Texas Transportation Code and file a copy of same with the Grand Jury.

COUNTY OF JEFFERSON §
§
PRECINCT NO. 1 §

ANNUAL ROAD REPORT

1. Condition of each road, culvert, and bridge in the precinct and the primary cause of any road, culvert or bridge degradation: Primary damage due to overweight truck traffic.

2. Amount of money necessary for maintenance of the precinct roads during the next fiscal year: $1,050,504.00 approximate total for the administrative and maintenance of roads – see complete 2014 budget.

3. Number of traffic control devices in the precinct defaced or torn down: None. Signs and traffic control devices are replaced/repaired when found to be damaged or in need of replacement.

4. Any new road that should be opened in the precinct: None identifies at this time, review pending.

5. Any bridges, culverts, or other improvements necessary to place the precinct roads in good condition, and the probable cost of the improvements: See 2014 R&B Pct #1 budget.

Submitted by the undersigned on this 23 day of June 2014.

Eddie Arnold
Commissioner, Precinct #1

Subscribed and sworn to, before me, the undersigned authority, this 23 day of June 2014.

PATRICIA FORD NANTZ
NOTARY PUBLIC
STATE OF TEXAS
MY COMM. EXP. 6-9-2015

Patricia Ford Nantz
Notary Public

Jefferson County, Texas
My commission expires: 06-09-2015

[File in minutes and submit to grand jury with a copy of any road work contracts for past year during ninth month of county fiscal year – Section 251.005, Transportation Code]

COUNTY OF JEFFERSON §
§
PRECINCT NO. 3 §

ANNUAL ROAD REPORT

1. Condition of each road, culvert, and bridge in the precinct and the primary cause of any road, culvert or bridge degradation: **Roads are in good condition except for over weight oil field vehicles traffic.**

2. Amount of money necessary for maintenance of the precinct roads during the next fiscal year: **Approximately $1,122,630.00**

3. Number of traffic control devices in the precinct defaced or torn down: **5% need to be upgraded or refaced to meet Texas Department of Transportation's new codes.**

4. Any new road that should be opened in the precinct: **None**

5. Any bridges, culverts, or other improvements necessary to place the precinct roads in good condition, and the probable cost of the improvements: **only these budgeted for my 2014- 2015 budget year.**

Submitted by the undersigned on this 24 day of 2014 June.

Commissioner, Precinct 3

Subscribed and sworn to, before me, the undersigned authority, this 24 day of June 2014.

Notary Public

SHENITA L. KEYES
Notary Public
STATE OF TEXAS
My Comm. Exp. January 20, 2017

My commission expires: January 20, 2017

[File in minutes and submit to grand jury with a copy of any road work contracts for past year during ninth month of county fiscal year – Section 251.005, Transportation Code]

AGENDA ITEM **June 30, 2014**

Consider and possibly adopt a Resolution opposing (EPA) Expansion of Federal Control Under Clean Water Act.

Resolution

STATE OF TEXAS	§	COMMISSIONERS' COURT
	§	
COUNTY OF JEFFERSON	§	OF JEFFERSON COUNTY, TEXAS

BE IT REMEMBERED at a meeting of Commissioners Court of Jefferson County, Texas, held on the ___ day of _____, 2014 on motion made by _____, Commissioner of Precinct No. ____, and seconded by _____, Commissioner of Precinct No. ____, the following Resolution was adopted:

WHEREAS, the United States Environmental Protection Agency (USEPA) and the United States Army Corp of Engineers (USACE) have proposed a new rule to define "waters of the United States" that will vastly expand the jurisdictional authority of the federal Clean Water Act (CWA), entitled "Definition of Waters of the United States" Under the Clean Water Act

WHEREAS, USEPA and USACE have chosen to selectively interpret various Supreme Court decisions related to the jurisdictional authority of the Clean Water Act (CVVA) in order to develop a new Guidance which expands their own jurisdictional authority under the CWA to include waters of the state(s) and other waters previously not regulated under either the CWA or judicial proclamation, including some ditches, farm ponds, dry water ways and isolated wetlands;

WHEREAS, the proposed rule, if adopted will infringe upon the sovereignty of state(s) to appropriately regulate waters of the state(s);

WHEREAS, the proposed rule, If adopted would require Counties and special districts to obtain costly and burdensome Section 404 Permits from the USACE for the construction of small bridges and culverts, and routine maintenance of some ditches, canals, and other such water conveyances;

WHEREAS, the proposed rule, if adopted would infringe on private property rights, impairing land management activities such as urban development and agriculture production;

WHEREAS, legislation to expand the jurisdictional authority of the CWA as described in the proposed rule has failed in the U.S. Senate; and

WHEREAS, the USEPA AND USACE have been criticized by the U.S. Senate and the U.S. House of Representatives for enacting expansive rules without congressional oversight;

NOW, THEREFORE, BE IT RESOLVED that the Commissioners' Court of Jefferson County strongly opposes the proposed new rule to define "waters of the United States" in that it increases the need for burdensome and costly permitting requirements, infringes on private property rights, and circumvents the legislative process, thus, the will of the people.

BE IT FURTHER RESOLVED THAT Congress, not federal agencies, make the laws and therefore any such change in jurisdictional power of the federal government should only occur as a result of the passage of federal legislation.

SIGNED this _____ day of _____, 2014.

JUDGE JEFF R. BRANICK
County Judge

COMMISSIONER EDDIE ARNOLD
Precinct No. 1

COMMISSIONER MICHAEL S. SINEGAL
Precinct No. 3

COMMISSIONER BRENT A. WEAVER
Precinct No. 2

COMMISSIONER EVERETTE D. ALFRED
Precinct No. 4

Special, June 30, 2014

There being no further business to come before the Court at this time, same is now here adjourned on this date, June 30, 2014