SPECIAL, 10/6/2020 10:30:00 AM

BE IT REMEMBERED that on October 06, 2020, there was begun and holden a SPECIAL session of the Commissioners Court of Jefferson County, Texas, with the following members and officers present and participating except those absent as indicated:

Honorable Jeff Branick, County Judge

Commissioner 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 Zena Stephens, 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 October 06, 2020

Notice is hereby given that the Commissioners' Court of Jefferson County, Texas, willmeet at **10:30 AM,** on the **06th** day of **October 2020** at its regular meeting place in the Commissioners' Courtroom, 4th Floor, Jefferson County Courthouse, 1149 Pearl Street, Beaumont, Texas.

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

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

9:30 a.m.- WORKSHOP - To receive information and to discuss the development of the Cove At Taylor Landing.

11:00 a.m.-Announcement of an executive (closed) session pursuant to Texas Government Code Section 551.071 to consult with our attorney regarding pending and contemplated litigation.

Jefferson County has taken steps to minimize the exposure of COVID-19 by implementing the following steps to allow the public to view the Commissioner's Court meeting. The following options are available: View live with audio from the County Webpage: https://co.jefferson.tx.us/comm_crt/commlink.htm Listen to audio by calling 571-748-4021 PIN # 623-6974#. The court will also have a question and answer session at the end of the meeting. If you would like to ask any questions of the Court, please be on the phone call. The Court will give a question and answer session at the end of the meeting as time allows. You will be called upon by your last 4 digits of your phone number. If you do not have any questions, you can pass. Please be mindful that the audio portion of this meeting will be of better quality from the website.

INVOCATION: Pastor Vernon Tubbs

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

PURCHASING:

1. Receive and file bids for Invitation for Bid (IFB 20-042/YS), Term Contract for Aviation Fuel for Jack Brooks Regional Airport.

SEE ATTACHMENTS ON PAGES 12 - 377

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

2. Receive and file Master Equipment Lease Purchase Agreement with Function 4 for the lease purchase of (74) copiers; in accordance with TX BuyBoard #453-14 Sharp Electronics. Approved by Commissioners' Court on October 25, 2020.

SEE ATTACHMENTS ON PAGES 378 - 383

Action: TABLED

3. Receive and file Advantage CPP Maintenance Contract with Function 4 to cover all Sharp equipment leased and owned within Jefferson County TX BuyBoard #453-14 Sharp Electronics in the amount of $3,750.00 per month. Approved by Commissioners' Court on October 25, 2020.

SEE ATTACHMENTS ON PAGES 384 - 389

Action: TABLED

COUNTY AIRPORT:

4. Consider, possibly approve and authorize the County Judge to execute a Lease Amendment between Jefferson County and ACS Executive Air, LLC. The amendment adds the final survey with legal description and certificate of completion. The final survey increases the initial square footage of the lease from 22,500 square feet to 35,235.

SEE ATTACHMENTS ON PAGES 390 - 395

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

5. Consider and possibly approve FY2021 TxDOT Routine Airport Maintenance Program (RAMP) Grant for the Jack Brooks Regional Airport. This grant will be used for the maintenance and improvement of airport pavements, signage, drainage, fencing, herbicides, hangars and terminal buildings.(This grant is a 50% match, up to $50,000)

SEE ATTACHMENTS ON PAGES 396 - 408

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

COUNTY AUDITOR:

6. Consider and approve FY2021 budget transfer - JP Pct.2 - additional cost for extra help.

120-2043-412-1005	EXTRA HELP	$18,000.00	
120-2043-412-1002	ASSISTANTS & CLERKS		$18,000.00

SEE ATTACHMENTS ON PAGES 409 - 409

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

7. Consider and approve revised public defender contract agreements for the Criminal District Court, 252nd District Court and the Drug Impact District Court.

SEE ATTACHMENTS ON PAGES 410 - 449

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

8. Consider and authorize County Judge to sign related documents associated with HIDTA grant award, G20YN0029A, as approved by Commissioners Court on July 17, 2020.

SEE ATTACHMENTS ON PAGES 450 - 459

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

9. Consider, approve and authorize County Judge to execute acceptance of grant award from Center for Tech and Civic Life in the amount of $218,518.75 for safe and secure election administration expenses. This grant requires no match.

SEE ATTACHMENTS ON PAGES 460 - 463

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

10. Consider and approve expenditure by the Constable Pct.6 in accordance with pursuant to section 130.908 of Texas Local Government Code. Purchase of Polk city directories subscription service in the amount of $1,070.00.

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

11. Regular County Bills – check #475721 through checks #475962.

SEE ATTACHMENTS ON PAGES 464 - 471

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

COUNTY COMMISSIONERS:

12. Consider, possibly approve and authorize the County Judge to extend the Declaration of Local Disaster dated 03-13-2020, Pursuant to Section 418.108 (b) of the Texas Government Code.

SEE ATTACHMENTS ON PAGES 472 - 472

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

13. Consider and possibly approve extending the Disaster Declaration for Hurricane Laura.

SEE ATTACHMENTS ON PAGES 473 - 473

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

14. Consider and possibly approve the 2021 County Holidays.

SEE ATTACHMENTS ON PAGES 474 - 474

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

15. Consider, possibly approve, authorize the County Judge to execute, receive and file a Right of Way Agreement between Jefferson County and Exxon Mobil Corporation for a pipeline easement, work space permit and road usage.

SEE ATTACHMENTS ON PAGES 475 - 488

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

16. Consider and possibly approve a Proclamation for National 4H Week.

SEE ATTACHMENTS ON PAGES 489 - 489

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

17. Conduct a public hearing for the purpose of discussing and considering approving the establishment of the Diamond Green Diesel Reinvestment Zone Pursuant to Section 312, Texas Property Tax Code.

OPEN & CLOSED - NO COMMENT

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

18. Consider, possibly approve, execute, receive and file an Order establishing the Diamond Green Diesel LLC Reinvestment Zone Pursuant to Section 312, Texas Property Tax Code.

SEE ATTACHMENTS ON PAGES 490 - 496

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

19. Consider, possibly approve and authorize the County Judge to execute an Abatement Agreement between Jefferson County and Diamond Green Diesel LLC. Pursuant to Section 312.401, Texas Property Tax Code for property located in the DGD Reinvestment Zone.

SEE ATTACHMENTS ON PAGES 497 - 516

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

ADDENDUMS

20. Consider and approve directing that all money that otherwise would be deposited in a salary fund shall be deposited in the general fund of the county in accordance with Local Government Code section 154.007.

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

21. Receive and file Oath of Office and Statement of Officer for Chuck Kiker to the Board of Directors for Drainage District # 6.

    SEE ATTACHMENTS ON PAGES 517 - 518

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

COUNTY TAX ASSESSOR-COLLECTOR:

22. Consider and possibly approve a Resolution giving permission to the Sheriff to conduct an auction to sell property currently held by Jefferson County and the entities for which it collects. The auction will be held on the first Tuesday of December 2020.

    SEE ATTACHMENTS ON PAGES 519 - 519

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

ENGINEERING:

23. a) Consider and possibly approve a Minor Plat of the Justin Lewis Lot 1, Lot 2, and Lot 3, 9.9999 acres, lying in the Susannah Horton Survey and located off U.S. Highway 90 in Precinct No. 1. This Plat is not within any ETJ (extra-territorial jurisdiction) and has met all of our platting requirements.

SEE ATTACHMENTS ON PAGES 520 - 521

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

24. Execute, receive and file Road Use Agreement between Jefferson County and ExxonMobil Oil Corporation and Mobil Pipe Line Company to conduct pipeline installation and operation. This project is located in Precincts 1 and 4.

SEE ATTACHMENTS ON PAGES 522 - 544

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

25. Execute, receive and file Pipeline Permit 07-P-20 to ExxonMobil Oil Corporation and Mobil Pipe Line Company for the purpose of constructing, maintaining or repairing two pipe lines for the distribution of Liquid Hydrocarbons. This project is located in Precincts 1 and 4.

SEE ATTACHMENTS ON PAGES 545 - 567

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

26. Consider and possibly approve acceptance of James Lane, 1044.22' (0.198 miles), out of the final plat of Craigen Place, into the County Road System. Road is located in Precinct No. 2.

SEE ATTACHMENTS ON PAGES 568 - 569

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

MANAGEMENT INFORMATION SYSTEMS:

27. Consider, possibly approve and authorize the County Judge to execute, receive and file a Maintenance Agreement between Jefferson County and Sirius Computer Solutions, Inc. (Proposal No. Q-00113979) for a printer.

SEE ATTACHMENTS ON PAGES 570 - 574

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

PUBLIC HEALTH:

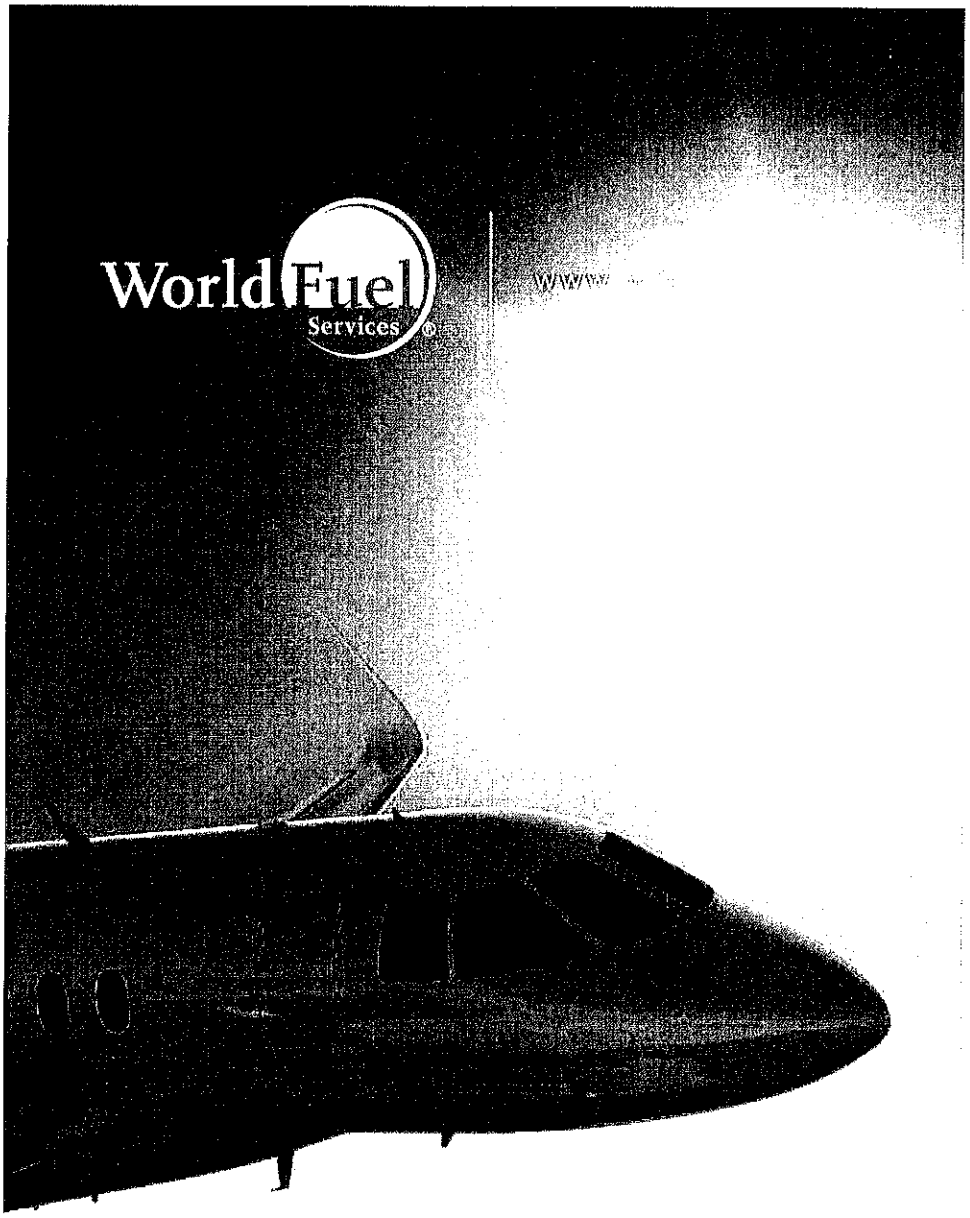
28. Consider, possibly approve and authorize the County Judge to execute a Telemedicine System and Services Agreement between Jefferson County and Access Physicians Management Services Organization, LLC for technology and software to enable telemedicine for the Mobile unit.

SEE ATTACHMENTS ON PAGES 575 - 604

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

_____

Jeff R. Branick
County Judge



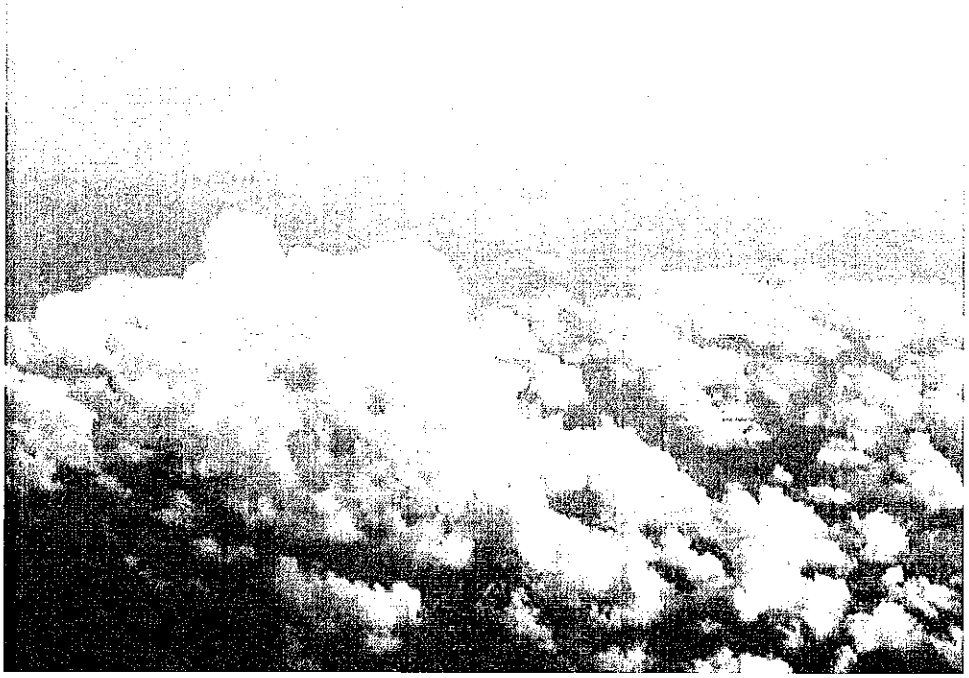
A Partnership for Growth

JEFFERSON COUNTY TEXAS

JACK BROOKS REGIONAL AIRPORT

and

World Fuel Services



Invitation to Bid
IFB 20-042/YS

Term Contract for
Aviation Fuel for
Jack Brooks Regional Airport

September 30, 2020 – 11:00 AM

World Fuel Services

Ascent Aviation Group, Inc.
a subsidiary of World Fuel Services, Inc.

September 22, 2020

Ms. Deborah Clark
Purchasing Agent
Jefferson County Purchasing Department
1149 Pearl Street, 1st Floor
Beaumont, TX 77701

RE: IFB 20-042/YS – Term Contract for Aviation Fuel for Jack Brooks Regional Airport
Opening Date and Time: Wednesday, September 30, 2020 – 11:00 AM

Dear Ms. Clark:

Ascent Aviation Group, Inc. is pleased to be submitting a sealed competitive proposal for the supply of aviation fuels and related services as outlined in the above mentioned IFB. Our bid is subject to the negotiation between us and the county of deviations to the general conditions and terms of the contract that was included in the IFB if we are the successful bidder. We have included our standard fuel supply and branding agreements for your review.

Ascent Aviation Group, Inc., located at One Mill Street, Parish, New York, is the legal entity submitting this bid. Ascent is a wholly owned subsidiary of World Fuel Services, Inc. Ascent Aviation Group, Inc. was incorporated in the state of New York in 1989 and became part of the World Fuel Services Network (WFSN) in 2011 as the premier bulk distributor of Branded and Unbranded Aviation Fuel for domestic FBO operations. We support quality aviation service operations and focus on business growth for the FBO's in our network.

Headquartered in Miami, Florida, World Fuel Services Corporation is a publicly traded corporation (NYSE: INT) and a global leader in fuel logistics, specializing in the marketing, sale and distribution of aviation, marine, and land fuel products and related services. We offer Airports, FBOs, Commercial Airlines, and Flight Departments & Aircraft Operators a single-supplier convenience: competitive pricing, trade credit availability, price risk management, logistical support, fuel quality control and fuel procurement outsourcing.

World Fuel Services is committed to the 1,400 + airports that we serve nationwide. Our management and personnel are professionals and experts in their related specialties in the aviation industry. We have the right mix of entrepreneurial spirit and corporate Fortune 500 potency that combines flexibility and agility with the strength of a publicly-traded corporation to assist each customer. In addition to the US market, World Fuel Services markets fuel and related services to commercial, business and government aircraft at more than 2,900 airports and 3,500 locations around the world.

Landon Petty will be the account representative dedicated to your account and can be reached at (225) 939-8872 or by email at lpetty@wfscorp.com. Landon is located in Santa Rosa Beach, FL.

On behalf of World Fuel Services and the entire Business Aviation team, I would like to thank you for the opportunity to submit this proposal to become the fuel supplier for Jack Brooks Regional Airport.

Sincerely,

Darren B. Fuller
VP, Business Development, Sales
and authorized officer for Ascent Aviation Group, Inc.

JEFFERSON COUNTY PURCHASING DEPARTMENT

Deborah L. Clark, Purchasing Agent

1149 Pearl Street, 1st Floor, Beaumont, TX 77701 409-835-8593 Fax 409-835-8456

LEGAL NOTICE
Advertisement for Invitation for Bids

August 25, 2020

Notice is hereby given that sealed bids will be accepted by the Jefferson County Purchasing Department for IFB 20-042/YS, Term Contract for Aviation Fuel for Jack Brooks Regional Airport. **Specifications for this project may be obtained from the Jefferson County website, https://www.co.jefferson.tx.us/Purchasing/ or by calling 409-835-8593.**

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

BID NAME:	**Term Contract for Aviation Fuel for Jack Brooks Regional Airport**
BID NO:	**IFB 20-042/YS**
DUE DATE/TIME:	**11:00 AM CT, Wednesday, September 30, 2020**
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 Yea-Mei Sauer, ysauer@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.

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 – August 26, 2020 and September 2, 2020

IFB 20-042/YS
Term Contract for Aviation Fuel for Jack Brooks Regional Airport
Bids due: 11:00 AM CT, Wednesday, September 30, 2020

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Bid Submissions:

Bidder is responsible for submitting:

- One (1) *original* bid copy to include a completed copy of this specifications packet, in its entirety.
- Two (2) numbered bid *copies* to include at a minimum all pages requiring completion and/or marked with instructions to be returned with bid submission and any other documentation requested within these specifications.

Additionally, Bidder must monitor the Jefferson County Purchasing Department Website (below) to see if addenda or additional instructions have been posted. Failure to return all required forms could result in a response being declared as non-responsive.

https://www.co.jefferson.tx.us/Purchasing/

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, 1st 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.

Bidder shall submit bid in a tightly sealed opaque envelope or box, plainly marked "SEALED BID." The outside of the envelope of box shall also include the Bid Number, Bid Name, Bid 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. Bid Submissions During Time of Inclement Weather, Disaster, or Emergency

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

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

3. 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.

4. Preparation of Bids

The bid shall be legibly printed in ink or typed.

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

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.

5. 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.

6. County Holidays – 2020:

January 1	Wednesday	New Year's
January 20	Monday	Martin Luther King, Jr. Day
February 17	Monday	President's Day
April 10	Friday	Good Friday
May 25	Monday	Memorial Day
July 3	Friday	Independence Day
September 7	Monday	Labor Day
November 11	Wednesday	Veteran's Day
November 26 & 27	Thursday & Friday	Thanksgiving
December 24 & 25	Thursday & Friday	Christmas

7. 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.

8. Emergency/Declared Disaster Requirements

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

9. 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.

10. 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.

11. 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.

12. 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.

13. 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.

14. 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.

15. 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.

16. 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.

17. 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.

18. Currency

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

19. 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.

20. Notice to Proceed/Purchase Order

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

21. 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.

22. Definitions

"County" – Jefferson County, Texas.

"Contractor" – The bidder whose proposal is accepted by Jefferson County.

23. 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 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 Confidential/Proprietary Information

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

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

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

2. Performance

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

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

2.3 Delivery Location. All deliveries will be made to the address(es) specified on the purchase order during normal 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 November 1, 2020, and upon agreement between vendor(s) and Jefferson County for a period of three (3) 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.

5. Federal Emergency Management Agency (FEMA) Mandated Contract Clauses

If applicable to the work and services being performed by CONTRACTOR under the parties' AGREEMENT, the following provisions are adopted and form part of this AGREEMENT:

(A) DAMAGES, 2 CFR §200.326 Appendix II to Part 200 (A)

(1) All work to be performed under this AGREEMENT shall be timely commenced. A breach of this AGREEMENT by Contractor would cause substantial delay in the completion of the required services affecting the safety and welfare of the public.

(2) In the event of Contractor's breach of its performance obligations, County shall have all rights and remedies against Contractor as provided by law.

(B) TERMINATION RIGHTS, 2 CFR §200.326 Appendix II to Part 200 (B)

Termination for Convenience: Whenever the interests of the County so require, County may terminate the parties' Agreement, in whole or in part, for the convenience of the County. County shall give Contractor thirty (30) days prior written notice of termination specifying the portions of the Agreement to be terminated and when such termination will become effective. If only portions of the parties' agreement are terminated, Contractor has the right to withdraw from the parties' Agreement, without adverse action or claims. In the event of a termination for convenience by County, Contractor shall be entitled to payment for all work and services performed by it up to the effective date of such termination.

Termination for Cause: The County may, by written notice of default to Contractor, terminate the parties' Agreement, in whole or in part, if the Contractor fails to satisfactorily perform any provisions of the parties' agreement after a period of ten (10) following Contractor's receipt of a Notice of Deficiency provided by County.

(C) EQUAL EMPLOYMENT OPPORTUNITY CLAUSE (2 CFR §200.326 Appendix II to Part 200 (C))

If applicable to the work and services performed by CONTRACTOR under the AGREEMENT, during the performance of the AGREEMENT, CONTRACTOR shall comply with the Equal Employment Opportunity Clause (41 CFR 60-1.4(b)):

(1) CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. AGREEMENTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

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

(4) CONTRACTOR will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) CONTRACTOR will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor for purpose of investigation to ascertain compliance with such rules, regulations, and orders.

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

(7) CONTRACTOR will include the portion of the sentence immediately preceding paragraph (1) and the provisions of subparagraphs 1 through 7 in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or contractor. CONTRACTOR will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: provided, however, that in the event CONTRACTOR becomes involved in, or is threatened with, litigation with a

subcontractor or contractor as a result of such direction by the administering agency the CONTRACTOR may request the United States to enter into such litigation to protect the interest of the United States.

D. DAVIS-BACON ACT AND COPELAND "ANTI-KICKBACK" ACT, 2 CFR §200.326 Appen. II to Part 200 (D)

If applicable to the work and services performed by CONTRACTOR under the parties' AGREEMENT:

(1) Bacon-Davis Act: Applicable to construction or repair of public buildings or public works. see FEMA Public Assistance Program and Policy Guide, Ch.2(V)(G)(2), page 32 (FP 104-009-2/January 2016);

(2) Copeland "Anti-Kickback" Act: In contracts subject to the Davis-Bacon Act, CONTRACTOR shall comply with the Copeland "Anti-Kickback" Act (40 U.S.C. §3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that the contractor and subcontractor must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The GOVERNMENT must report all suspected or reported violations to the appropriate Federal agency.

If applicable to the work and services performed by CONTRACTOR under the parties' AGREEMENT:

(a) CONTRACTOR shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this AGREEMENT.

(b) CONTRACTOR or subcontractor shall insert in any subcontract the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The CONTRACTOR shall be responsible for the compliance by any subcontractor or lower tier subcontract with all of these contract clauses.

(c) A breach of the AGREEMENT clause above may be grounds for termination of the AGREEMENT, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. §5.12.

E. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT, 2 CFR §200.326 Appendix II to Part 200 (E) (40 U.S.C. 3701-3708)

Contracts in excess of $100,000 that involve the employment of mechanics or laborers shall comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor and its subcontractors shall compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-halftimes the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation: liability for unpaid wages: liquidated damages. In the event of any violation of the clause set forth in paragraph (I) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (I) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (I) of this section.

(3) Withholding for unpaid wages and liquidated damages. The GOVERNMENT shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) The contractor and subcontractor shall insert in any subcontract the clauses set forth in paragraphs (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts.

F. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT, 2 CFR §200.326 Appendix II to Part 200 (F)

If applicable to the work and services performed by CONTRACTOR under the parties' AGREEMENT and if the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the GOVERNMENT wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the GOVERNMENT must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business."

G. CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT, 2 CFR §200.326 Appendix II to Part 200 (G)

CONTRACTOR shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

CONTRACTOR shall include the foregoing requirements in each subcontract exceeding $100,000.

H. ENERGY EFFICIENCY AND CONSERVATION, 2 CFR §200.326 Appendix II to Part 200 (H)

If applicable to the work and services performed by CONTRACTOR under the parties' AGREEMENT, CONTRACTOR shall comply with the mandatory standards and policies of the state regulation promulgated in accordance with the Energy Policy and Conservation Act (42 U.S.C. § 6201).

I. DEBARMENT AND SUSPENSION, 2 CFR §200.326 Appendix II to Part 200 (I)

(1) This AGREEMENT is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the CONTRACTOR is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The CONTRACTOR must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by GOVERNMENT. If it is later determined that the CONTRACTOR did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to GOVERNMENT, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The CONTRACTOR agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C AGREEMENT is valid and throughout the period of performance. The CONTRACTOR further agrees to include a provision requiring such compliance in its lower tier covered transactions.

J. BYRD ANTI-LOBBYING AMENDMENT, 2 CFR §200.326 Appendix II to Part 200 (J)

CONTRACTOR must file with the GOVERNMENT the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. If not provided with the bid response, CONTRACTOR must complete and submit the Certification Regarding Lobbying Form.

K. PROCUREMENT OF RECOVERED MATERIALS, 2 CFR §200.326 Appendix II to Part 200 (K) and 2 CFR §200.322)

(1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired-

(a) Competitively within a timeframe providing for compliance with the contract performance schedule;
(b) Meeting contract performance requirements; or
(c) At a reasonable price.

(2) Information about this requirement is available at EPA's Comprehensive Procurement Guidelines web site, http://www.epa.gov/cpg/. The list of EPA-designate items is available at http://www.epa.gov/cpg/products/htm.

L. AGREEMENTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS (2 CFR §200.321)

Should the CONTRACTOR subcontract any of the work under this AGREEMENT, CONTRACTOR shall take the following affirmative steps: place qualified small and minority businesses and women's business enterprises on solicitation lists; assure that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources; divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises; establish delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and use the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

M. ACCESS TO RECORDS

(1) CONTRACTOR agrees to provide GOVERNMENT, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives' access to any books, documents, papers, and records of the Contractor which are directly pertinent to this AGREEMENT for the purposes of making audits, examinations, excerpts, and transcriptions.

(2) CONTRACTOR agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) CONTRACTOR agrees to provide the FEMA Administrator or his authorized representatives' access to construction or other work sites pertaining to the work being completed under the contract.

N. SEAL, LOGO AND FLAGS

CONTRACTOR shall not use the U.S. Department of Homeland Security's seal(s), logos, crests, or reproductions of flags or likenesses of the U.S. Department of Homeland Security's agency officials without specific FEMA preapproval.

O. COMPLIANCE WITH FEDERAL LAW, REGULATIONS AND EXECUTIVE ORDERS

This is an acknowledgement that FEMA financial assistance will be used to fund the AGREEMENT only. CONTRACTOR will comply will all federal law, regulations, executive orders, FEMA policies, procedures, and directives.

P. NO OBLIGATION BY FEDERAL GOVERNMENT

The Federal Government is not a party to this AGREEMENT and is not subject to any obligations or liabilities to GOVERNMENT, CONTRACTOR, or any other party pertaining to any matter resulting from the contract.

Q. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

CONTRACTOR acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the CONTRACTOR'S actions pertaining to this contract.

Special Requirements/Instructions

The following requirements and instructions supersede General Requirements where applicable.

1. Bid Requirement

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

Bidder is responsible for submitting one (1) *original* bid copy to include a completed copy of this specifications packet in its entirety; and two (2) numbered bid *copies* to include at a minimum all pages requiring completion and/or marked with instructions to be returned with bid submission and any other documentation requested within these specifications.

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

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.

2. Vendor Registration: SAM (System for Award Management).

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

Bidders are strongly encouraged to review their firm's SAM (System for Award Management) status prior to Bid Submission.

3. Awarded Vendor(s): Submission of FORM 1295 (Texas Ethics Commission)

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

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

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

FORM 1295 Exemptions: What type of contracts are exempt from the Form 1295 filing requirement under the amended law? The amended law adds to the list of types of contract exempt from the Form 1295 filing requirement. A completed Form 1295 is not required for:

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

3. Awarded Vendor(s): Submission of FORM 1295 (Texas Ethics Commission) – CONTINUED

Upon entering into a contract or professional agreement, the Jefferson County Purchasing Department will submit a request to the Vendor to both:

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

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

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

4. Multiple Vendor Award

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

5. 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.

6. Payment

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

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

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

7. 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.

8. Insurance

The contractor (including any and all subcontractors as defined in Section 9.1.3 below) shall, at all times during the term of this contract, maintain insurance coverages with not less than the type and requirements shown below. Such insurance is to be provided at the sole cost of the contractor. These requirements do not establish limits of the contractor's liability.

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

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

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

Minimum Insurance Requirements:

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

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

Workers' Compensation Statutory Coverage (See Section Below)

9. Workers' Compensation Insurance

9.1 Definitions:

9.1.1 **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.

9.1.2 **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.

9.1.3 **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.

9.2 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.

9.3 The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract – refer to Section 8 above.

9.4 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.

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

9.5.1 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

9.5.2 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.

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

9.7 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.

9.8 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.

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

9.9.1 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.

9.9.2 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.

9.9.3 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.

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

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

9.9.4.2 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.

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

9.9.6 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

9.9.7 Contractually require each person with whom it contracts to perform as required by paragraphs 9.1. – 9.7., with the certificates of coverage to be provided to the person for whom they are providing services.

9.10 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.

9.11 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 Yea-Mei Sauer, Contract Specialist, ysauer@co.jefferson.tx.us, regarding any questions or comments. Please reference bid number IFB 20-042/YS.

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 November 1, 2020 through October 31, 2023.**

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 35,000 gallons of AV Gas Low Lead 100 and 500,000 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 FAA approved FAR part 139, ATA 103 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, no more than five (5) years old at the time of delivery. Bidder must specify how service issues will be handled and where the repair services are located. If repair services are outside of Jefferson County, bidder must specify how they intend to move truck and if there will be a replacement truck.

If the bid proposes a lease arrangement, the lease must allow Jefferson County to terminate the lease without penalty upon thirty (30) days written notice. Other lease terms must be submitted with this proposal. Minimum truck specifications must include the following:

- Stainless Steel Tanks
- Single Point Delivery
- Overflow Protection
- 240 GPM Singlepoint Nozzle with Digital Meter Readout
- Two (2) 75 GPM Overwing Nozzle fuel Flow Capability – must be driver side center-mount
- Brake Interlock
- Automatic Transmission
- Automatic Prist Injection
- Compliance with all ATA 103 Regulation and NFPA407 Regulations
- Bottom load point located on passenger side

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.

Bidder Information Form

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

Bid Name & Number: Term Contract for Aviation Fuel for Jack Brooks Regional Airport, IFB 20-042/YS

Bidder's Company/Business Name: Ascent Aviation Group, Inc.

Bidder's TAX ID Number: 16-1353957

Contact Person: Landon Petty **Title:** Bulk Territory Manager

Phone Number (with area code): 225-939-8872

Alternate Phone Number if available (with area code): 800-272-3681

Fax Number (with area code):

Email Address: lpetty@wfscorp.com

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

One Mill Street
Address
Parish, NY 13131
City, State, Zip Code

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:

Ascent Aviation Group, Inc.
Company Name

One Mill Street
Address

Parish NY 13131
City State Zip

Signature of Person Authorized to Sign

Darren B. Fuller
Printed Name

VP, Business Development and authorized officer
Title

For clarification of this offer, contact:

Landon Petty
Name

225-939-8872
Phone Fax

lpetty@wfscorp.com
E-mail

Bidder Shall Return Completed Form with Offer.

Acceptance of Offer

The Offer is hereby accepted for the following items: Aviation Fuel for Jack Brooks Regional Airport. Contract Term: Three (3) years from November 1, 2020 through October 31, 2023.

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

This contract shall henceforth be referred to as Contract No. IFB 20-042/YS, 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

Bidder Shall Return Completed Form with Offer.

Bid Form CONFIDENTIAL

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
35,000 gallons	AV Gas Low Lead 100 P66 Baton Rouge 8/25/20		$ 2.2010*	$ 77,035.00
	Platts Reference Price for 8-25-2020	$ N/A	*price includes $0.005 for co-op	
	Bidder's Markup	$ N/A		
	Taxes/Fees per Gallon	$ 0.19790		
	Unit Price per Gallon (price, bidder's markup, and taxes/fees per gallon)		$ 2.3989	$ 83,961.50
	Texas Delivery Fee (per delivery) (freight & fuel surcharge)		$ 0.1265	$ 4,427.50

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
500,000 gallons	Jet A P66 Pasadena 8/25/20		$ 1.20996	$604,980.00
	Platts Reference Price for 8-25-2020	$ 1.11092		
	Bidder's Markup	$ 0.09904*	*price includes $0.005 for co-op	
	Taxes/Fees per Gallon	$ 0.24590		
	Unit Price per Gallon (price, bidder's markup, and taxes/fees per gallon)		$1.45586	$ 727,930.00
	Texas Delivery Fee (per delivery) (freight and fuel surcharge)		$ 0.07660	$ 38,300.00

Name of Company: Ascent Aviation Group, Inc.

Bid Form (Continued) CONFIDENTIAL

Credit Cards honored and service fees:

P66 Co-Brand Avcard	0 %	Multi Service	3.25 %
P66 Personal	0 %	Avcard	2.85 %
VISA/Mastercard (Qualified & Unqualified)	2.35 %	Discover	3.50 %
American Express	3.45 %	Government	4.25 %

Weighted Average of Fees (50% major oil) *	*Weighted average: 0.00 0.00 2.35 3.45 3.25 2.85 3.50 4.25 19.65 total divided by 8 = 2.45	$ 2.45%
Increment due to the Average of Credit Card Fee		$ 0.0245
AV Gas Low Lead 100 Effective Bid Price per Gallon		$ 2.3989
Total Effective Bid per Gallon		$ 2.4234
Jet A Effective Bid per Gallon		$ 1.45586
Total Effective Bid per Gallon		$ 1.48036
Effective Bid Value, Grand Total		$ 3.90376
Bid Surety		$ N/A
Additional Marketing Support (co-op advertising)		$ included in price -reduce by $0.005/gal if choose not to use this program

Refueler Truck

3,000 Gallon Jet A Refueler Truck – Annual Cost: $1,250/mo	$15,000.00
Make/Model	2016 International 3,000 Gallon Jet A Refueler

Name of Company: Ascent Aviation Group, Inc.

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 Gainesville

Address: Gainesville Municipal Airport, 2300 Airport Drive, Gainesville, TX 76240

Contact Person and Title: Dave Vinton, Airport Manager

Phone: 940-668-4565 Fax: 940-665-6884

Email Address: dvinton@cogtx.org Contract Period: 1/15/08 - current

Scope of Work: P66 dealer, equipment leasing, credit card processing

REFERENCE TWO

Government/Company Name: City of Sulphur Springs

Address: Sulphur Springs Municipal Airport, 1220 Cessna Drive, Sulphur Springs, TX 75482

Contact Person and Title: Joey Baker, Direction of Aviation

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

Email Address: jbaker@sulphurspringstx.org Contract Period: 11/5/05 - present

Scope of Work: P66 branded dealer, credit card processing, programs

REFERENCE THREE

Government/Company Name: Houston Executive Airport

Address: 1900 Cardiff Road, Brookshire, TX 77423

Contact Person and Title: Andy Perry, Executive Director

Phone: 281-945-5415 Fax: 281-945-5425

Email Address: aperry@houstonexecutiveairport.com Contract Period: May 2015 - present

Scope of Work: P66 dealer, refueler leasing, credit card processing, co-op, rewards

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)

One Mill Street
Street & Mailing Address

Parish, NY 13131
City, State & Zip

315-625-7299
Telephone Number

dfuller@wfscorp.com
E-mail Address

Signature

Darren B. Fuller
Print Name

9/22/20
Date Signed

315-625-4226
Fax Number

Bidder Shall Return Completed Form with Offer.

Conflict of Interest Questionnaire

CONFLICT OF INTEREST QUESTIONNAIRE — FORM CIQ

For vendor doing business with local governmental entity

	OFFICE USE ONLY
This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session. This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a). By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. *See* Section 176.006(a-1), Local Government Code. A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.	Date Received

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

N/A

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

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

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

_____
Name of Officer

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

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

☐ Yes ☐ No

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

☐ Yes ☐ No

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

☐ Yes ☐ No

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

4

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

Adopted 8/7/2015

Bidder Shall Return Completed Form with Offer.

Local Government Officer
Conflicts Disclosure Statement - OFFICE USE ONLY

LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT

FORM CIS

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

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

OFFICE USE ONLY

Date Received

1 **Name of Local Government Officer**

N/A

2 **Office Held**

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

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

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

Date Gift Accepted _____ Description of Gift _____

Date Gift Accepted _____ Description of Gift _____

Date Gift Accepted _____ Description of Gift _____

(attach additional forms as necessary)

6 **AFFIDAVIT**

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

_____
Signature of Local Government Officer

AFFIX NOTARY STAMP / SEAL ABOVE

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

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

Adopted 8/7/2015

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**We will utilize HUB subcontractors if the freight carrier meets the necessary standards to handle aviation fuel.

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.

Darren B. Fuller
Printed Name of Authorized Representative

Signature

VP, Business Development and authorized officer
Title

9/22/20
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 **We will utilize HUB subcontractors if the freight carrier meets the necessary standards to handle aviation fuel.

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: _____

Darren B. Fuller		9/22/20
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 **We will utilize HUB subcontractors if the freight carrier is meets the necessary standards to handle aviation fuel.

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: Should we be awarded the IFB, we will visit the HUB website to search for a trucking company

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): Darren B. Fuller

Title: VP, Business Development and authorized officer

Signature: _____

Date: 9/22/20

E-mail address: dfuller@wfscorp.com

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

Name (print or type): Dawn Nier

Title: Manager, Finance and Administration

Date: 9/22/20

E-mail address: dnier@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 Parish, New York (city and state).

Taxpayer Identification Number (T.I.N.):	16-1353957
Company Name submitting bid/proposal:	Ascent Aviation Group, Inc.
Mailing address:	One Mill Street, Parish, NY 13131
If you are an individual, list the names and addresses of any partnership of which you are a general partner:	

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

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

* 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.

House Bill 89 Verification

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

1. Does not boycott Israel currently; and

2. Will not boycott Israel during the term of the contract.

Pursuant to Section 2270.001, Texas Government Code:

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

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

Signature of Company Representative

9/22/2020
Date

On this 22nd day of September, 2020, personally appeared Darren B Fuller, the above named person, who after by me being duly sworn, did swear and confirm that the above is true and correct.

Notary Seal

SHAN HUANG
Notary Public - State of New York
No. 01HU6384624
Qualified in Onondaga County
My Commission Expires Dec. 17, 2022

Notary Signature

9/22/2020
Date

Bidder Shall Return Completed Form with Offer.

Senate Bill 252 Certification

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

Ascent Aviation Group, Inc.
Company Name

IFB 20-042/YS
IFB/RFP/RFQ number

Certification check performed by:

Purchasing Representative

Date

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 New York COUNTY OF Oswego

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

on this day personally appeared Darren B. Fuller (name), who

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

"I, Darren B. Fuller (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 Street, Parish, NY 13131

Fax: 315-625-4226 Telephone# 315-625-7299

by: Darren B. Fuller (print name) Title: VP, Business Aviation and authorized officer

Signature:

SUBSCRIBED AND SWORN to before me by the above-named Darren B Fuller on

this the 22nd day of September, 2020.

SHAN HUANG
Notary Public - State of New York
No. 01HU6384624
Qualified in Onondaga County
My Commission Expires Dec. 17, 2022

Notary Public in and for the State of New York

Bidder Shall Return Completed Form with Offer.

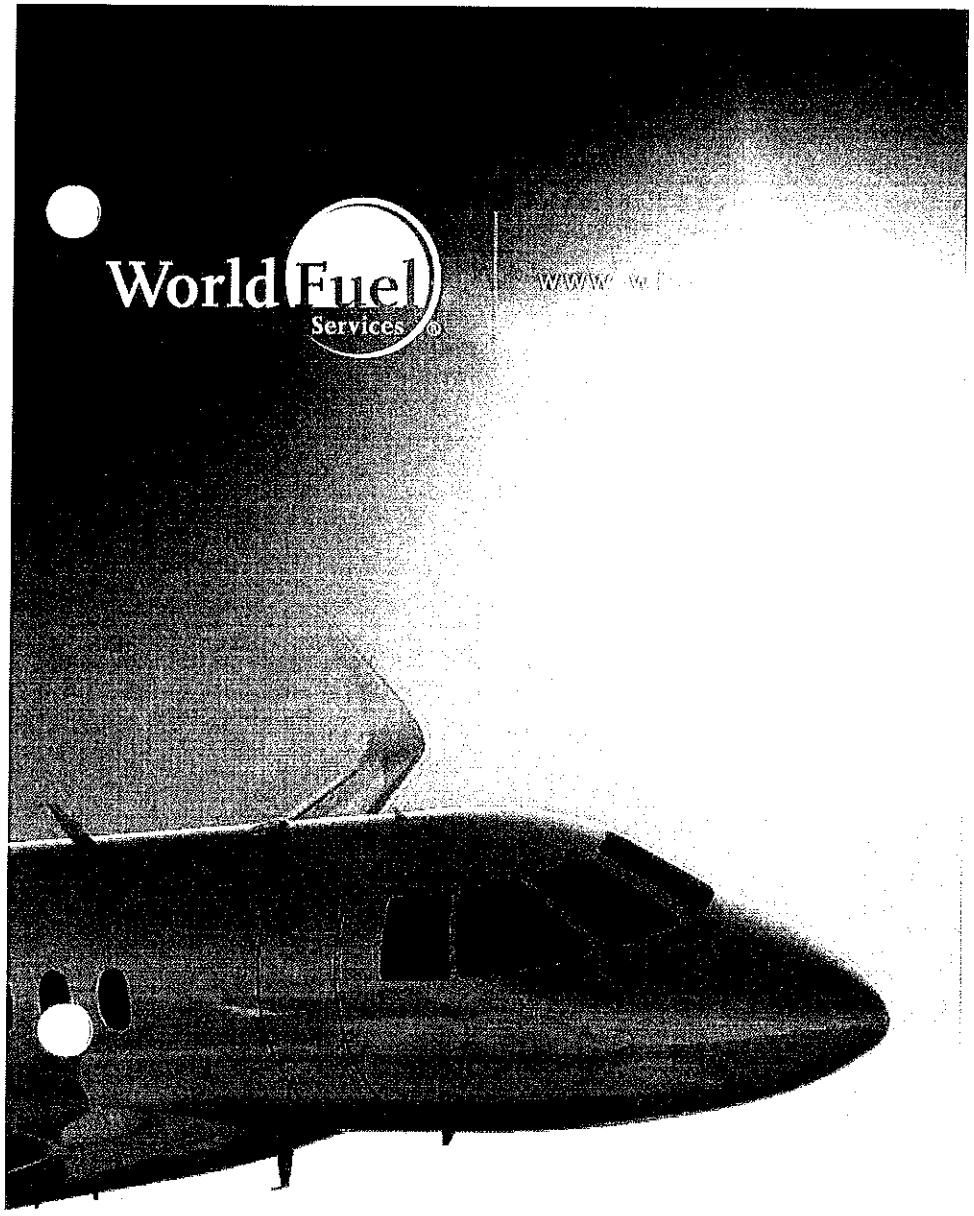


Ascent Aviation Group, Inc.
a subsidiary of World Fuel Services, Inc.

The following items are considered confidential information:

Page 26 & 27 of the Bid Form – the pricing, credit card rates and refueler lease information

Page 13 of the detailed presentation – credit card rates



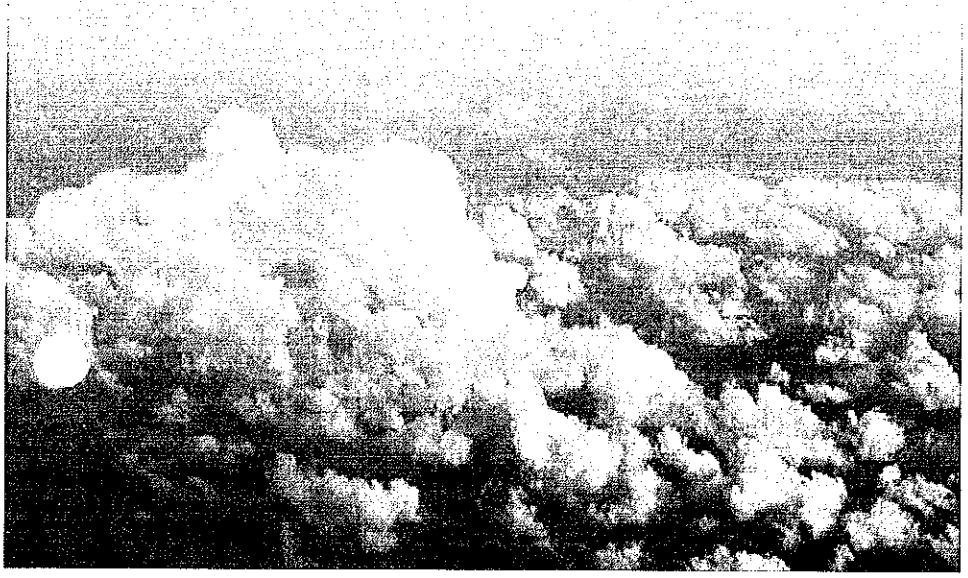
A Partnership for Growth

JEFFERSON COUNTY TEXAS

JACK BROOKS REGIONAL AIRPORT

and

World Fuel Services®



Invitation to Bid
IFB 20-042/YS

Term Contract for
Aviation Fuel for
Jack Brooks Regional Airport

September 30, 2020 – 11:00 AM

Organizational Information

LEGAL ENTITY:
Ascent Aviation Group, Inc.
a subsidiary of World Fuel Services, Inc.
PH# 800-272-3681

CORPORATE HEADQUARTERS:
9800 NW 41st Street
Miami, FL 33178

OPERATING LOCATIONS:
One Mill Street, Parish, NY 13131
300 Flint Ridge Road, Webster, TX 77598

NUMBER OF EMPLOYEES:
85 employees for Ascent Aviation Group, Inc., the legal entity submitting the bid

ACCOUNT REPRESENTATIVE:
Landon Petty, Sales Executive
Located in Santa Rosa Beach, FL
Tel: (225) 939-8872
E-Mail: lpetty@wfscorp.com

AUTHORIZED OFFICERS:
Darren Fuller, VP, Business Dev.
PH# 315-569-0004
Steve Drzymalla, SVP, Business Aviation
PH# 713-471-2824

TYPE OF ORGANIZATION: Corporation

FEDERAL TAX ID NUMBER: 16-1353957

Ascent Aviation Group, Inc., located at One Mill Street, Parish, New York, is the legal entity submitting this bid. Ascent is a wholly owned subsidiary of World Fuel Services, Inc. Ascent Aviation Group, Inc. was incorporated in the state of New York in 1989 and became part of the World Fuel Services Network (WFSN) in 2011 as the premier bulk distributor of Branded and Unbranded Aviation Fuel for domestic FBO operations. We support quality aviation service operations and focus on business growth for the FBO's in our network.

Headquartered in Miami, Florida, World Fuel Services Corporation is a publicly traded corporation (NYSE: INT) and a global leader in fuel logistics, specializing in the marketing, sale and distribution of aviation, marine, and land fuel products and related services. We offer Airports, FBOs, Commercial Airlines, and Flight Departments & Aircraft Operators a single-supplier convenience: competitive pricing, trade credit availability, price risk management, logistical support, fuel quality control and fuel procurement outsourcing.

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Management Capabilities and Experience

World Fuel Services *Core Offerings* and *Key Differentiators* have been strategically developed *to support & drive your growth and profitability*

Core Offerings

Reliable Fuel Supply

- Reliable supply means more efficient operations
- Diverse supply chain means more options
- Physical inventory holder at multiple airports in the U.S.
- Expertise equals consistent supply - 24/7 dispatch and customer support network to address supply disruptions, weather emergencies and high volume events

Aviation Expertise

- Largest North American Fleet - Over 1,000 refuelers supported by equipment specialists and OEM partners
- World Fuel Services QA team is internationally recognized
- Online third party training supports NATA Safety 1st fulfills FAR Part 139 requirements
- Proprietary aviation training platform to build your customer service team's expertise
- Aviation customer experience support & operations teams

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Management Capabilities and Experience

World Fuel Services *Core Offerings* and *Key Differentiators* have been strategically developed *to support & drive your growth and profitability*

Key Differentiators

Operational Efficiency

- Industry leading FBO operating software (TotalFBO, Total Aviation Software, AvPOS)
- Technical capability to customize solutions for your ramp
- World Fuel Contract Fuel – Global program that provides you tailored options
- AVCARD® by World Fuel – Industry leading transaction processing
- World Fuel Rewards - Loyalty program supporting customer value, upselling and preferred payments

World Fuel Network Strength

- World's largest aviation network with access to the largest group of aircraft operators with **9,000+ flight departments and 30,900 aircraft**
- Supporting the largest global network of FBO Partners
- Air Elite - The only premier FBO network

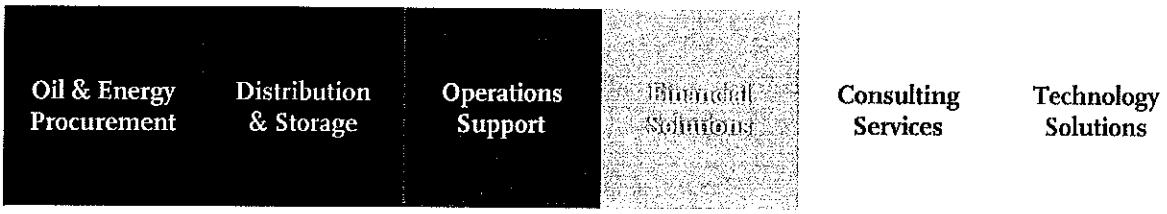
Market Exposure

- Leveraging the Network's Market Position & Resources – Market your FBO
- Leading trade show kiosk program
- Business development and operational optimization
- Gain access to the largest aviation network in the world!

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Management Capabilities and Experience

We specialize in the marketing, sale and distribution of energy products and services across the globe. With our comprehensive portfolio of fuel supply, logistics, credit, financing, price risk management and transaction management services, we create enduring value for our business partners across the energy and transportation spaces.



Mission

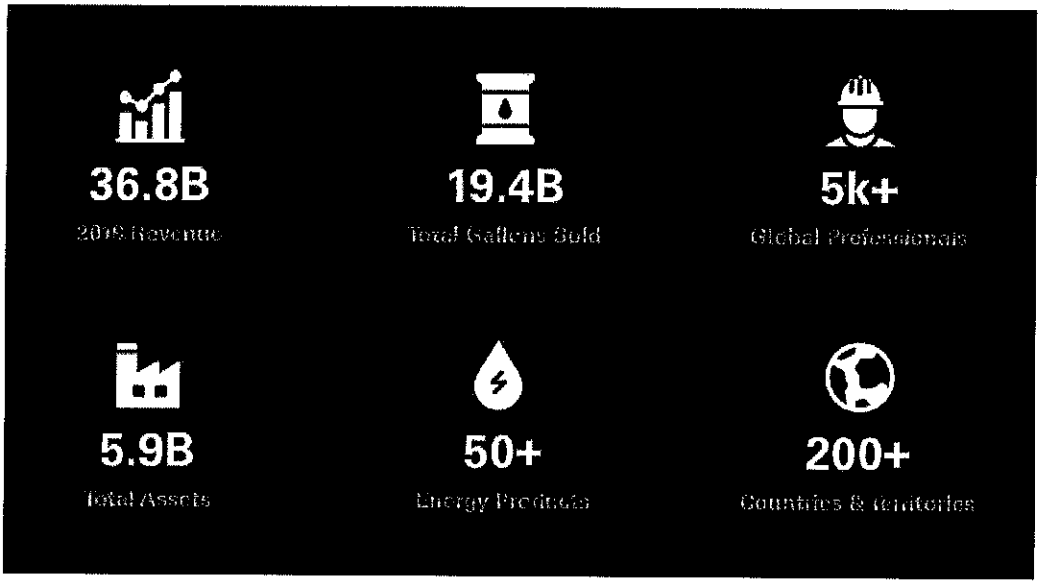
Create value for our business partners and transportation by delivering innovative solutions and logistics through a global team of local professionals

Vision

Become the world's leading provider of credit, finance, services and logistics to the energy and transportation markets. Build a world-class organization that drives sustained growth through a high-performance culture and entrepreneurial agility.

Culture

Embrace challenges that support sustainable, responsible growth while expanding in capabilities and footprint. Maintain our entrepreneurial vision. Be committed to delivering value with integrity and ethics to our customers, suppliers and shareholders.



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Management Capabilities and Experience

WORLD FUEL NETWORK | A Powerful Partner

Access to the largest group of aircraft operators

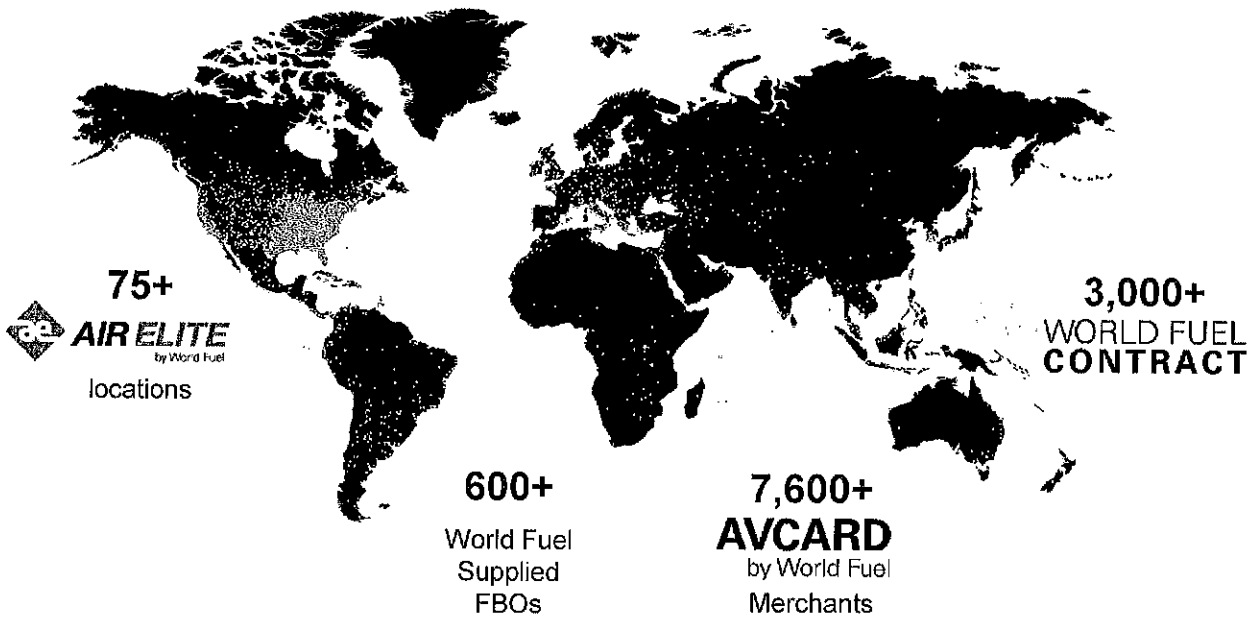
- 3,000+ contract fuel locations
- 50+ flight department focused sales representatives
- Supporting over 9,000 flight departments globally
- Comprehensive solutions to the operators of nearly 30,900 aircraft around the world

Supporting the largest global network of FBO Partners

- Over 600 branded locations (25% of US Market share)
- World Fuel and Phillips 66 branding strength

Air Elite - The only premier FBO network

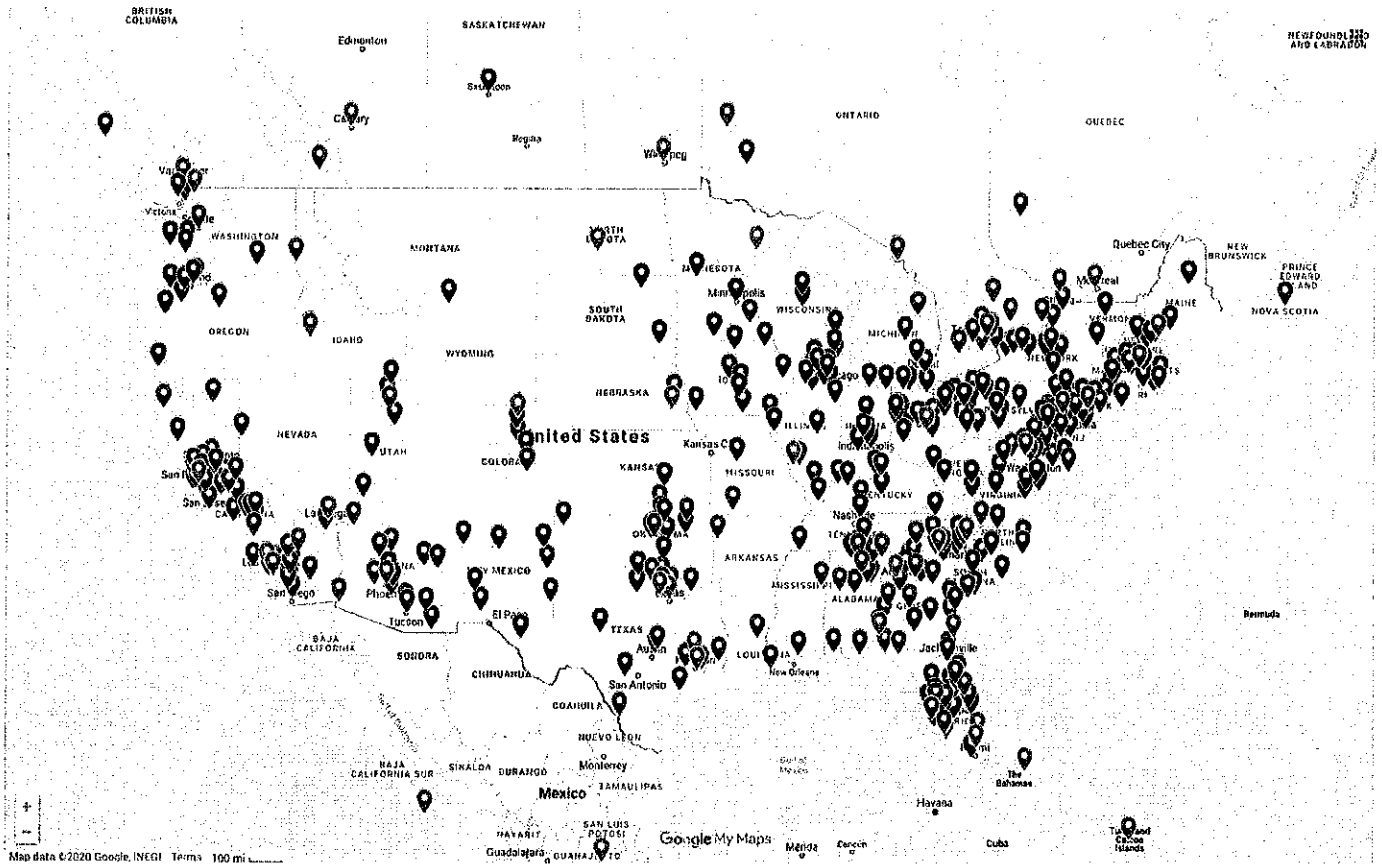
- A global network dedicated to elevated diamond service at distinct facilities



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Management Capabilities and Experience

Expansive Network of FBO Locations



WORLD FUEL SERVICES

PHILLIPS 66

AIR ELITE by World Fuel

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Management Capabilities and Experience

Dedicated Account Manager – Landon Petty, Territory Manager

Landon has over 13 years experience in aviation fuel sales and FBO operations and management experience. Landon served as General Manager and COO of Louisiana Aircraft in Baton Rouge, LA and was responsible for over six million gallons of aviation fuels pumped annually in both commercial and general aviation service. Landon has been territory manager for World Fuel since 2015 covering Tennessee, Texas, Louisiana, Mississippi, Oklahoma and Arkansas. Landon will be the dedicated account manager for Jack Brooks Regional and is conveniently located in Santa Rosa Beach, FL

Management Team

- Steve Drzymalla, SVP, Business Aviation
- Dorothy Beck, Vice President, Bulk Sales
- Daran Womack, Director, Bulk Sales
- Kathy Moss, Director, Air Elite & FBO Programs
- April Andrews, Director, Customer Experience Team

Aviation Customer Experience Support (ACES) – Janice Sales

- The ACES team is here to support you from the start and in the future
- Key point of contact assigned to your team
- Schedules support training
- Ensures set up in all systems
- Assists in program enrollment (Flight Tracking, World Fuel Aviation Academy)
- Manages Co-Op submissions and reimbursement

Operations, Equipment & Quality Control Teams

- Robert Finer, VP, Supply – Oversees fuel supply and logistics
- Jim Pitzer, Sr. Manager - Dispatch for bulk orders
- Reed Fuller, Manager, QA and Product Integrity - Quality control experts available to answer questions or provide support 24/7
- Chris Musco, Director of Operations - Refueler and equipment support

Other Support Teams

- Teresa Caric, Director, FAAST Team
- Dawn Nier, Manager, Credit Card Processing & Invoicing
- Andrew Reichel, Sr. QA Analyst - QC & Safety Review
- Janis Gauthier, Manager, Logistics - Branded Signage

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FBO & Airport Solutions Sales Team

World Fuel Market Exposure - FASST (FBO & Airport Solutions Sales Team)

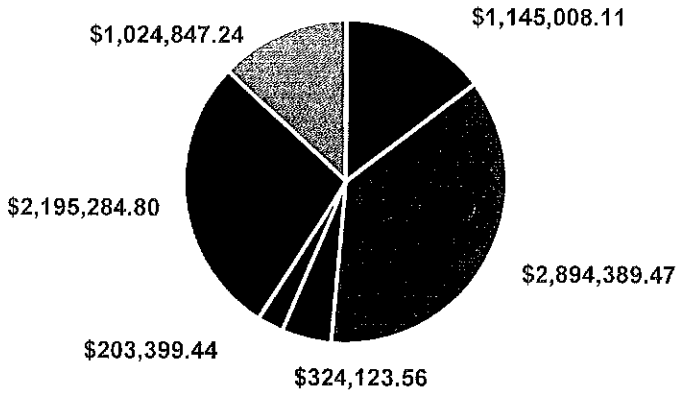
FASST was designed to:

- **Facilitate sales development for your location** - maximize and optimize your margin and volume with World Fuel Contract, AVCARD® by World Fuel with World Fuel Rewards
- Coordinates & collaborates with other **World Fuel subject matter experts** to assist in your location's success
- **Target new business, card/contract fuel conversions,** competitive market analysis & pricing, competitor guidance and promotions/ special events
- **Goal is customer retention and real dollar savings**

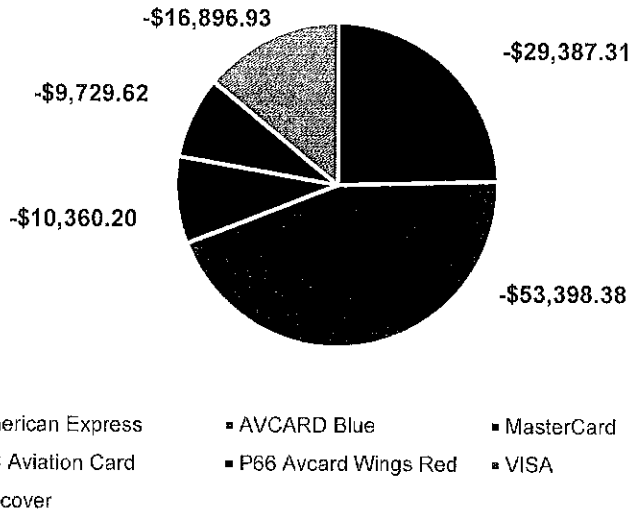
Data & Metrics to Assist Your Management & Sales Efforts:

- Card Analysis & Conversion
- Maximize and optimize your margin and volume with World Fuel Contract, AVCARD® by World Fuel with World Fuel Rewards

Transaction Totals by Card Type ($)



Card Fees by Card Type ($)



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FBO & Airport Solutions Sales Team

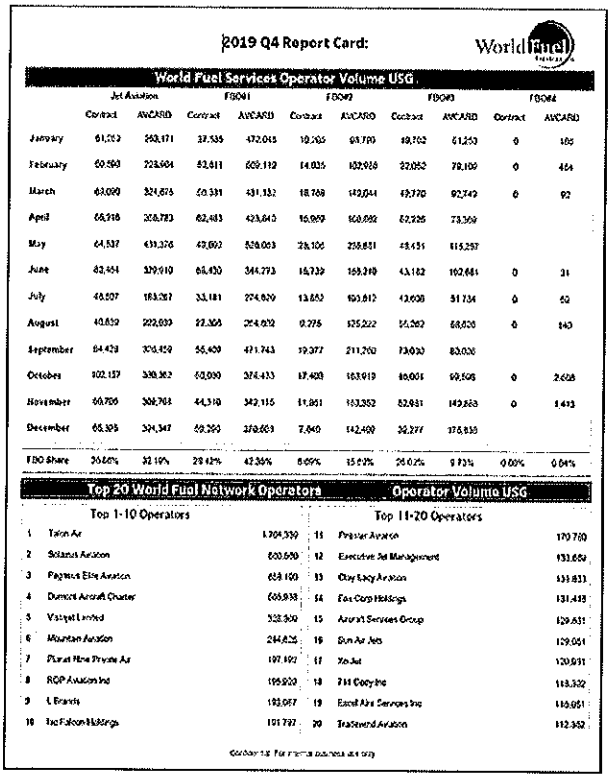
World Fuel Market Exposure - FASST (FBO & Airport Solutions Sales Team)

Working with FASST, you can expect:

- Collaboration with Bulk & Flight Department Sales Teams - our goals are tied to your success
- Evaluate current business and future growth opportunities
- Leveraging relationships and connections to make a successful partnership between World Fuel and the FBO network
- FASST uses the key insights for all parties and offers up the most valuable proposition for lasting growth
- Contact FASSTBulk@wfscorp.com

Data & Metrics to Assist Your Management & Sales Efforts:

- Data Report Card - Use analytics and data to support management visibility and growth strategy
- Through data analytics we identify and target high probability tails that can be encouraged to move to your locations using our marketing methods
- Direct contact from over 60 sales people globally



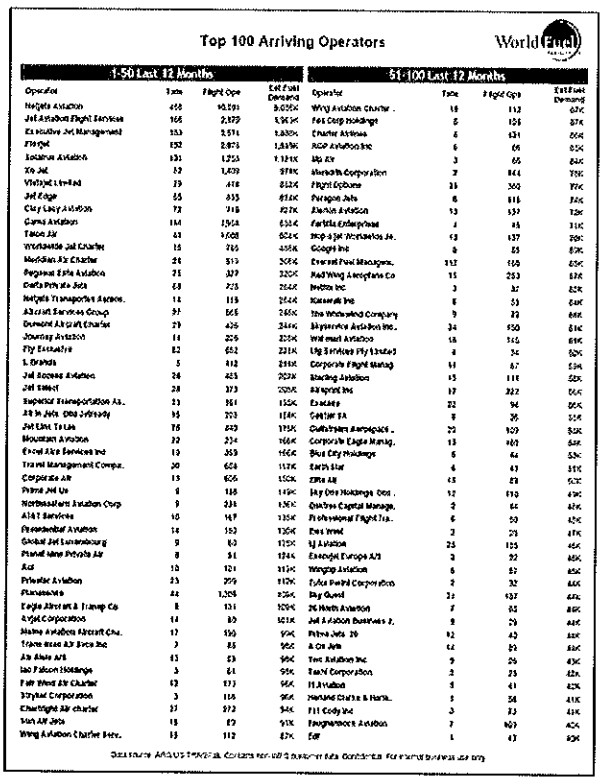
2019 Q4 Report Card:

World Fuel Services Operator Volume USG

	Jet Aviation		FBO#1		FBO#2		FBO#3		FBO#4	
	Contract	AVCARD	Contract	AVCARD	Contract	AVCARD	Contract	AVCARD	Contract	AVCARD
January	61,053	268,171	37,535	472,045	10,035	69,720	10,702	61,253	0	105
February	69,598	228,604	52,611	609,112	14,035	102,026	22,052	78,109	0	454
March	63,090	324,676	60,331	431,132	18,768	142,044	43,770	92,749	0	92
April	66,916	268,783	62,483	423,640	16,069	160,092	62,925	73,369		
May	64,537	431,376	42,692	528,063	28,106	258,851	48,451	615,257		
June	82,464	329,910	66,420	344,793	16,739	169,249	43,182	102,681	0	31
July	48,507	183,267	33,181	274,629	13,852	103,812	43,008	81,734	0	60
August	40,852	202,033	22,305	254,692	9,775	125,222	55,202	68,020	0	140
September	64,428	308,459	56,409	471,743	19,077	211,260	73,030	83,030		
October	102,157	380,362	60,090	324,433	17,403	163,919	46,001	99,505	0	2,608
November	69,709	308,763	44,310	342,115	11,851	153,352	52,851	142,868	0	1,433
December	65,305	324,347	49,260	378,603	7,840	142,409	32,277	176,835		
FBO Share	20.60%	32.19%	29.42%	42.36%	8.09%	15.02%	26.02%	9.73%	0.00%	0.04%

Top 20 World Fuel Network Operators — Operator Volume USG

Top 1-10 Operators		Top 11-20 Operators	
1 Talon Air	1,704,559	11 Prestar Aviation	170,760
2 Solairus Aviation	600,000	12 Executive Jet Management	153,659
3 Pegasus Elite Aviation	458,109	13 Sky Sky Aviation	133,833
4 Dumont Aircraft Charter	406,938	14 Fox Corp Holdings	131,448
5 Vistajet Limited	328,500	15 Aircraft Services Group	129,651
6 Mountain Aviation	284,826	16 Sun Air Jets	129,051
7 Planet Nine Private Air	197,192	17 Jo Jet	120,931
8 RGP Aviation Inc	195,920	18 Flt Corp Inc	118,332
9 L Brands	192,067	19 Excel Air Services Inc	116,051
10 Inc Falcon Holdings	191,737	20 Trademind Aviation	112,352



Top 100 Arriving Operators

1-50 Last 12 Months

Operator	Jets	Flight Ops	Est Fuel Demand
NetJets Aviation	468	10,591	8,058K
Jet Aviation Flight Services	166	2,979	1,963K
Executive Jet Management	153	2,571	1,880K
FlyXpt	152	2,875	1,839K
Solairus Aviation	101	1,755	1,181K
Jo Jet	92	1,439	971K
Vistajet Limited	79	448	812K
Jet Edge	65	865	616K
Clay Lacy Aviation	72	918	757K
Gama Aviation	144	1,964	634K
Talon Air	61	1,008	604K
Worldwide Jet Charter	15	765	458K
Meridian Air Charter	26	513	308K
Pegasus Elite Aviation	75	327	220K
Delta Private Jets	69	725	264K
NetJets Transporte Aereo.	14	119	264K
Aircraft Services Group	97	565	265K
Dumont Aircraft Charter	29	426	244K
Journey Aviation	11	209	209K
Fly Executive	82	652	221K
L Brands	5	112	211K
Jet Access Aviation	28	485	203K
Jet Select	28	373	200K
Superior Transportation As.	23	361	155K
Jet In Jets - Dba Jetready	15	203	124K
Jet Linx Tristate	78	649	195K
Mountain Aviation	22	234	166K
Excel Air Services Inc	19	269	166K
Travel Management Compa.	20	624	113K
Corporate Air	13	606	150K
Prime Jet Llc	9	188	149K
Northeastern Aviation Corp	9	238	130K
At&T Services	10	147	135K
Presidential Aviation	14	152	130K
Global Jet Luxembourg	9	83	125K
Planet Nine Private Air	8	81	124K
Acc	10	121	119K
Priester Aviation	23	299	112K
Planemate	44	1,208	89K
Eagle Aircraft & Transp Co	8	131	109K
Xojet Corporation	14	80	101K
Maine Aviation Aircraft Cha.	17	190	99K
Trace Base Air Svcs Inc	7	85	96K
Air Aleia Aft	13	89	96K
Iac Falcon Holdings	5	61	95K
Fair Wind Air Charter	13	173	96K
Skytrac Corporation	3	116	96K
Charlright Air charter	17	172	94K
Sun Air Jets	18	87	91K
Wing Aviation Charter Serv.	15	112	87K

51-100 Last 12 Months

Operator	Jets	Flight Ops	Est Fuel Demand
Wing Aviation Charter .	18	112	87K
Fox Corp Holdings	5	108	87K
Charter Airlines	6	131	86K
RGP Aviation Inc	6	66	85K
Sky Air	3	65	84K
Wealth Corporation	7	144	79K
Flight Options	33	300	77K
Paragon Jets	6	111	74K
Elevate Aviation	13	137	72K
Particle Enterprises	1	46	71K
Skorajet Worldwide Jet.	13	137	70K
Google Inc	6	85	67K
Emerald Fuel Managem.	112	108	65K
Red Wing Aerospace Co	15	253	63K
Delta Private Jets	3	37	62K
Kalanick Inc	6	53	60K
The Weekend Company	9	72	60K
Skyservice Aviation Inc.	24	150	61K
Wal-mart Aviation	16	145	59K
Ug Services Fly Limited	4	34	52K
Corporate Flight Manag.	11	67	53K
Sterling Aviation	15	111	52K
Jet Support Inc	17	202	50K
Executive	22	94	50K
Qantas Sa	9	36	51K
Gulfstream Aerospace .	29	109	52K
Corporate Eagle Manag.	13	101	54K
Blue City Holdings	6	44	53K
Earth Star	4	43	51K
Elite Air	15	83	50K
Sky One Holdings Dac .	12	110	49K
Qantas Capital Manage.	2	44	47K
Professional Flight Ma.	6	50	42K
Bas Intel	2	28	47K
Nj Aviation	25	125	45K
Executjet Europe A/S	3	32	46K
Wingtip Aviation	6	57	45K
Delta Petrol Corporation	2	32	44K
Sky Quest	23	107	44K
26 North Aviation	7	83	44K
Jet Aviation Business J.	8	29	44K
Petro Jets 26	12	43	44K
A On Jets	14	93	44K
Tac Aviation Inc	9	26	43K
Tauri Corporation	2	23	42K
Tl Aviation	8	41	42K
Harland Clarke & Harla.	8	56	41K
Flt Corp Inc	3	33	41K
Eaglemonck Aviation	7	103	40K
Bbf	1	43	40K

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Pricing Methodology & Assured Supply

Pricing Methodology and Weekly Pricing

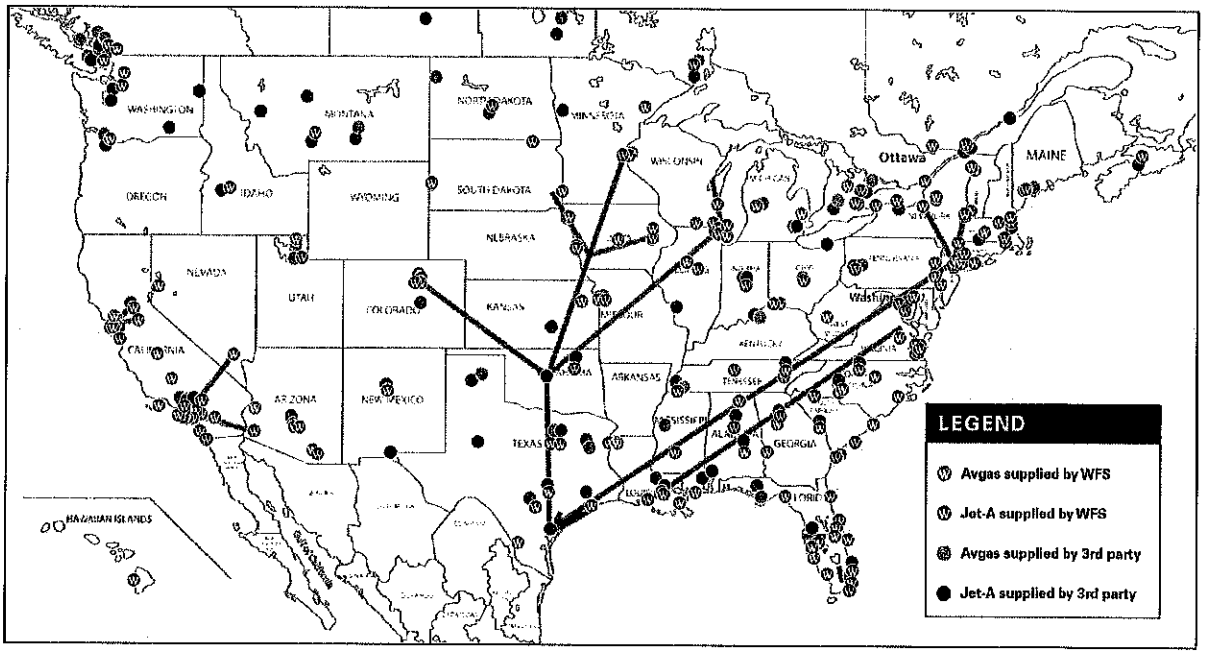
- Jet A meets ASTM D-1655
- Avgas, 100LL, meets ASTM D-910
- Pricing for Jet A will be Platts Gulf Coast Jet 54 Pipeline Mid Previous Week's Five-Day Average (PWA) plus $0.09904 plus freight and fuel surcharge and tax. The Platt's PWA will be posted on your weekly price letter. Prices change on Tuesday of each week.
- Rack Pricing for Avgas is market-based. Prices change on Wednesday and Saturday of each week.
- Price notifications can be sent by email or fax. The price on your price letter will be the price you will be invoiced for the date the fuel is loaded into the transport carrier.

Supply Terminals

- Primary Jet Fuel Supply will be Pasadena, TX
- Primary Avgas Supply will be Baton Rouge, LA

Assured Supply

- In the event of a supply disruption at the primary terminal, World Fuel Services will provide supply from alternate terminals.
- For Avgas disruptions, the pricing will be based on the freight from the alternate terminal if the primary is unavailable.



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Dispatch and Order Handling

Phillips 66® Aviation - The Most Trusted Wings in Aviation™

- 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® Aviation 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. Together we are able to provide you a combined supply and brand program that is unparalleled in aviation.
- Phillips 66® Aviation offers a pilot rewards program and participation is optional.



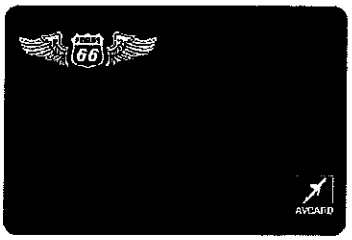
- Fuel deliveries will be handled by our Parish office and can be ordered by telephone at 800-272-3681 or by email at BGA-Parish-Dispatch@wfscorp.com. Back up will be from our Tampa, FL, office.
- 24/7 dispatch and customer support network with Coast to Coast coverage allowing us to respond to any emergency delivery that may be required. All fuel deliveries will be carefully scheduled and tracked by our logistics team.
- 24 hour delivery service (next business day) when order is placed before 9am the previous day and primary terminals and common carriers are operating normally. We reserve the right to exceed this window if circumstances are beyond our control, such as the common carriers schedule, an environmental event, or a terminal outage or closure.

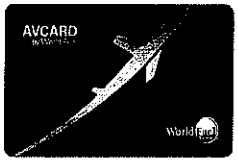


- Transport carriers who use aviation dedicated tankers for deliveries are contracted
- A checklist to insure that proper quality control procedures are followed with each delivery
- Checklists are sent to our Dispatch/Supply Team where they are reviewed for thoroughness and accuracy

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Credit Card Processing & Contract Fuel Payment



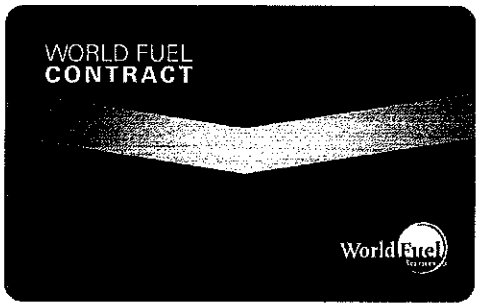




CONFIDENTIAL

- Phillips 66 ® branded FBOs and Flight Operations can take advantage of many benefits with AVCARD® by World Fuel
- A global aviation charge card held by every major flight department
- Phillips 66 branded FBOs enjoy low rates, easy transaction processing and marketing promotions

Retail Card Type	Processing Rates*
P66- AVCARD Branded Fuel Card	**0%**
AVCARD® by World Fuel	**2.85%**
VISA/MasterCard (Qualified)	2.35%
VISA/MasterCard (Non-Qualified)**	2.35%
American Express	3.45%
Discover	3.50%
Gov't AIR Card (Non-Contract)	4.25%
Multi Service	3.25%



Contract Fuel Card Type	Processing Rate*
World Fuel Contract Fuel	0%
Other Resellers thru WFS	No Fees

- A comprehensive program designed to provide FBOs with tailored payment solutions & new business opportunities
- A truly global contract fuel program connecting your FBO to a network of over 3,000 locations
- Leverage your location's market presence with the assistance of World Fuel Services' worldwide sales teams – in addition to the World Fuel Trip Support Team

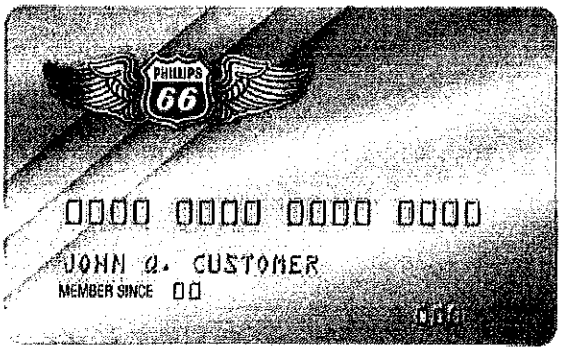
- System will provide daily settlements and receipts.
- All necessary training and technical support will be provided at no charge with a simple phone call.
- *Within 72 Hours - Processing rates are subject to change
- **Non-Qualified transactions include instances when credit card numbers are manually entered, when using credit card number that is kept on file or for self-serve transactions.

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Credit Card Processing Program – 0% Cards

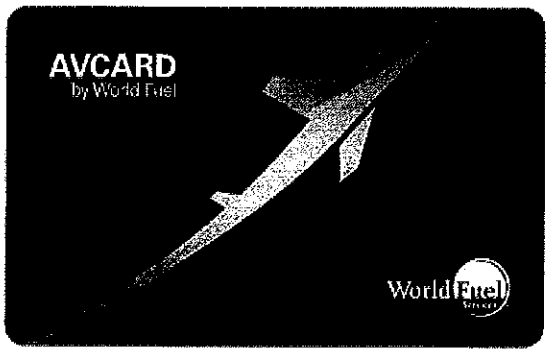
Industry Leading Transaction Processing

- Jefferson County can achieve savings on credit card processing through utilizing zero percent processing on the Phillips 66 proprietary credit card and Phillips 66 Wings Card by AVCARD:





- AVCARD® by World Fuel is our proprietary aviation charge card with more cardholders than any other fuel brand:



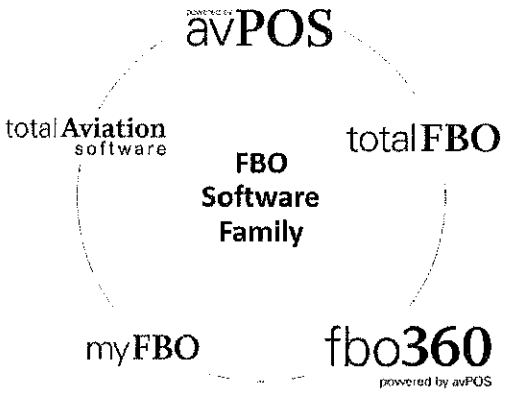
- A global aviation charge card held by every major flight department.
- Merchants enjoy low rates, easy transactions and marketing.

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Credit Card Processing - Software

Our Operating Philosophy Drives Efficiency

- Industry leading Aviation Software (totalFBO, total Aviation software (TAS), avPOS & fbo360)
- Technical capability to customize solutions for your ramp
- World Fuel Contract Fuel - Contract Fuel Program that provides you tailored options
- AVCARD® by World Fuel - Industry Leading Transaction Processing
- World Fuel Rewards - Industry leading loyalty program - World Fuel Rewards Consistently ranked among the industry's best



powered by avPOS

- Industry leading end to end processing engine
- Over 30 years of experience in software development, delivery and support
- Complete PCI compliant environment operating on AWS (Amazon Web Service)
- Capture sales anywhere, including the ramp
- Securely store credit cards on file
- Online processing of +20 credit card types
- Timely payments and reporting to facilitate easy accounting reconciliations
- Over 3,000 locations using avPOS
- Over 3.5 M transactions processed annually
- Supports $1.4 billion in aviation transaction processing
- **With award of RFP, we would offer the Avpos credit card processing system free of charge for the term of the contract.**

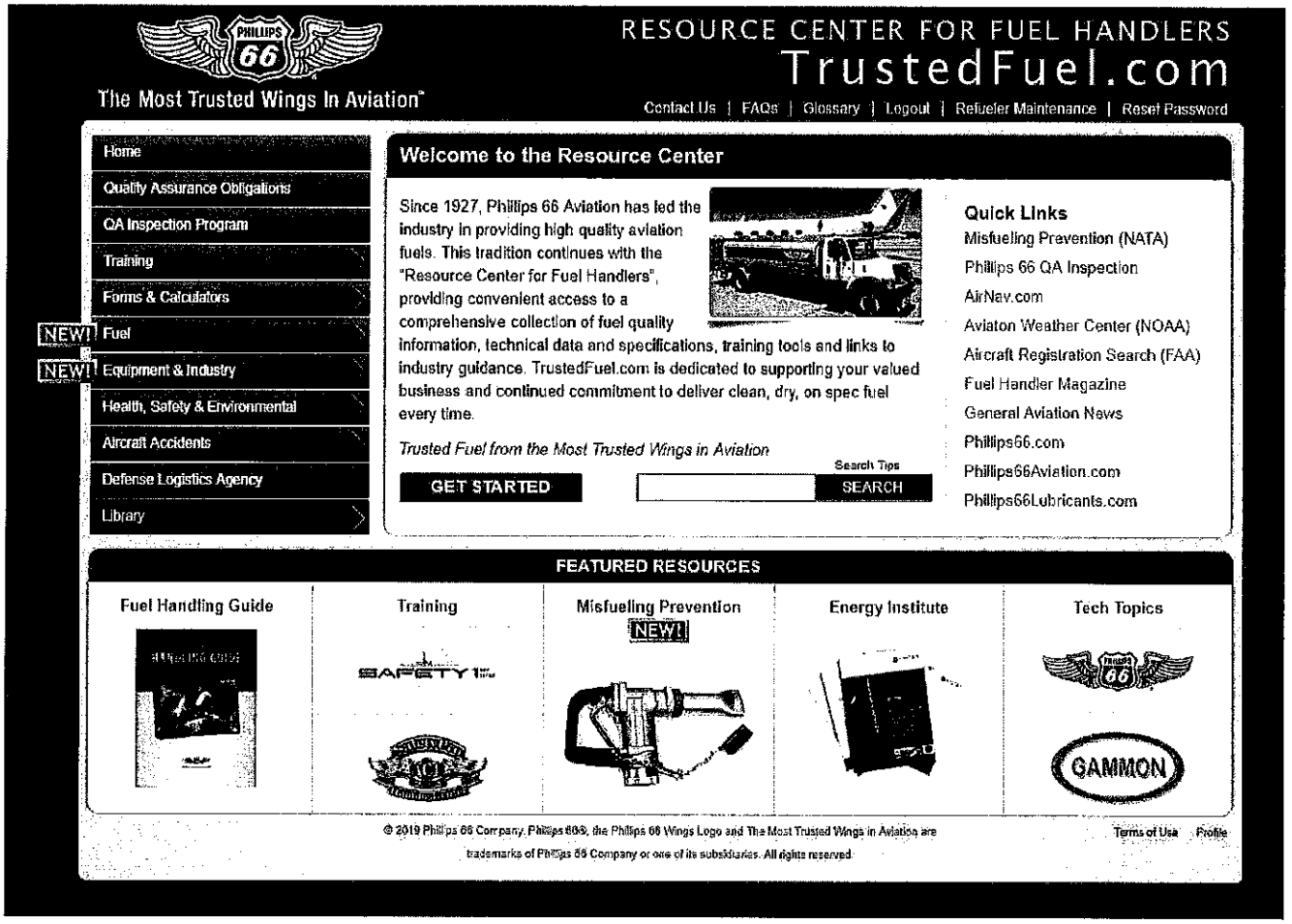
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Training, Quality Control and Risk Management

Online Resource Center Exclusive to P66® Branded Dealers

- Exclusive to Phillips 66® branded dealers
- One-stop resource for Phillips 66® aviation fuel handling guides & manuals, health, safety & environmental information, technical specifications and training enrollment
- Phillips 66® aviation quality control training videos provide step-by-step fuel quality assurance testing procedures
- Complimentary access to suite of industry guidance from Energy Institute and Gammon Technical Products

www.trustedfuel.com



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Training, Quality Control and Risk Management

Quality Assurance Program

Handling aviation fuel can be complex. Training of the safe, top-quality fuel delivery should not be complex.

- The best of both worlds - World Fuel Services' Quality Assurance (QA) Expertise and the Phillips 66® technical offerings
- Internationally Recognized Quality Assurance Team participates on global industry standard committees such as ASTM, JIG and A4A
- World Fuel Supply Partners, Storage and Terminals are assessed to ensure alignment with EI-1595 and/or EI-1530 pre-airfield distribution standards
- Contract grade-dedicated road transport companies and drivers must complete the World Fuel Services' quality and safety training program
- Fuel testing equipment and other supplies available through www.FBO-Store.com
- Phillips 66® branded locations are inspected bi-annually, which includes fixed and mobile equipment inspections of fuel testing procedures, proper use of fuel testing equipment, fuel farm operation and maintenance, refueler operation and maintenance, and record keeping at no charge

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Training, Quality Control and Risk Management

Online Third-Party Training Supported by NATA Safety 1st

This online training is available as a World Fuel branded dealer. The PLST program and certification is recognized throughout the General Aviation community as setting the standard for flightline operations training.

- FAA accredited 14 CFR Part 139 Section 321 Fire Training for supervisors and line technicians
- Self-paced, self-directed and easy to administer training
- Upon successful completion, students receive a certificate & patch under the Option 1
- World Fuel Services will fund discounted training seats, respective of annual fuel purchased:
    - Option 1: Annual Seat allowance (World Fuel Discounted to $95 per training seat – does not transfer)
    - Option 2: Annual Subscription flat dollar allowance requires NATA Membership (World Fuel Discounted to $145 per training – transfers to new hire for any turnover)
- Additional trainings are eligible for reimbursement with submission of NATA invoice under your Co-op marketing fund at 50% of the invoice total

Safety 1st Fuel Quality Control Management System

This a cloud-based digital system that replaces the pen and paper approach to inspection and maintenance management.

Fuel QC Management System

Features of the Safety 1st Fuel Quality Control Management System:

1. All your inspection and maintenance records in a mobile-optimized, easy to use format
2. Accountability through date, time, user and location stamping of inspection results
3. An alert system that facilitates management involvement in fuel quality assurance
4. Affordable pricing allowing even the smallest FBO to leverage technology to enhance safety

For more information, please visit https://www.nata.aero/education-and-training/fuel-qc-management-system

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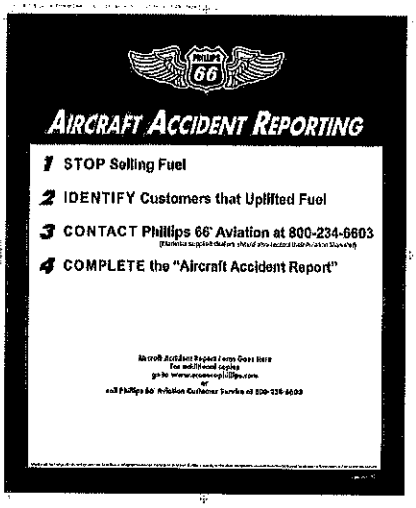
Training, Quality Control and Risk Management

Phillips 66® Excess Liability Program:

- Part of being an aviation service provider is taking on calculated risks.
- To help you mitigate those risks, Phillips 66® Aviation provides our branded dealers with $50 million excess liability insurance coverage. This provides important supplemental coverage over and above your primary insurance policy, for certain risks associated with fueling-related incidents.
- There is a minimum base coverage of $1,000,000 in liability insurance required by the FBO.
- Full details of the program can be provided at any time.

Crisis Management Plan:

- All Phillips 66® emergency protocol material including forms, posters and reporting process will be provided to FBO.
- All reported incidents will be coordinated by Phillips and a report of findings will be provided using the Phillips 66 ® inspection process.
- Everything possible is done to insure delivery of clean, dry, and on-spec product. Very rarely there are situations where product is delivered or comes off spec while in storage.
- In those cases, a call to our office starts a process where product is tested at a certified lab.
- If found to be off-spec it is removed and disposed of safely. We then work with a qualified contractor to ensure all equipment is suitable for product storage and can be safely returned to service.
- In the event that it is found that off-spec product is delivered to the facility, all costs are covered by Phillips 66® and/or World Fuel Services.



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Training, Quality Control and Risk Management

World Fuel Aviation Academy – Free Access

- Industry and World Fuel specialized training courses available to all network locations
- Enroll and monitor your team's training
- Courses developed and added regularly to evolve aviation knowledge
- World Fuel Aviation Academy provides free access 24/7 for your team to support products & services and industry training
- Load your training to have a one source training



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Refueler

Flexible Support to Match your Operation

- Largest North American Fleet – Over 1,000 unit fleet of refueler trucks and fueling equipment
- Sizable loaner fleet to accommodate emergency repair and special events
- Electronic metering with full software/technology integration to drive operational efficiency



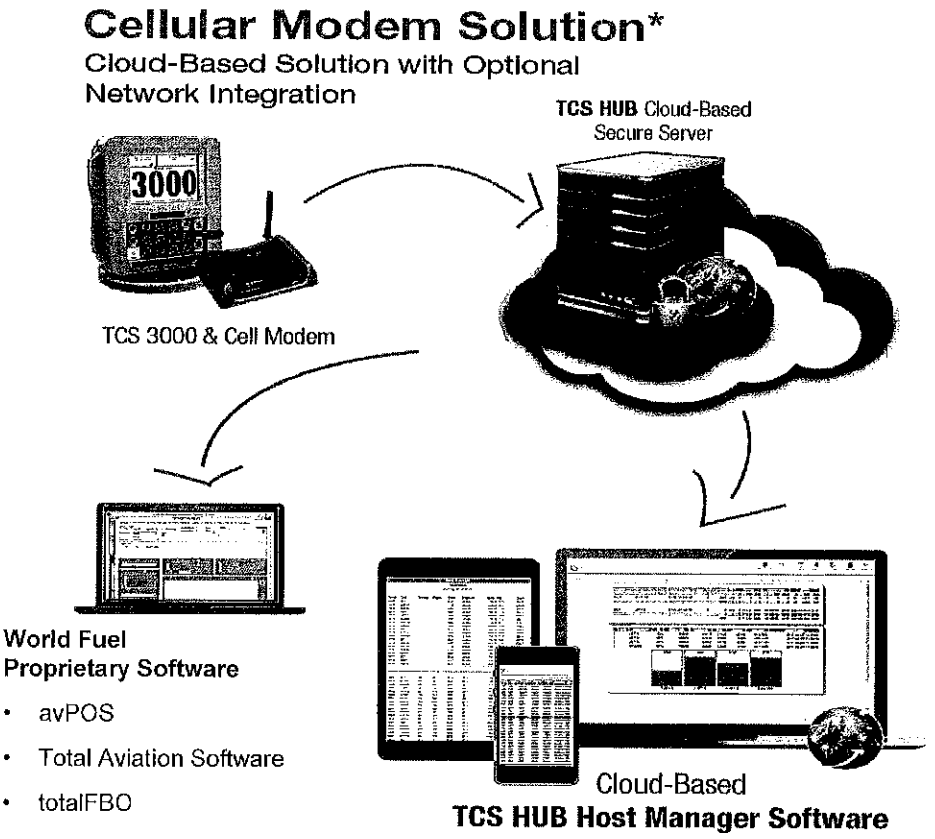
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Refueler – TCS Meters

Technology Solutions and Specialists – TCS METERS

Ensure seamless transaction management within your custom application, no matter the complexity

- All new World Fuel equipment comes with a TCS contract
- TCS Meters are a standard spec, how you choose to use them is optional.
- Integrated technology and truck metering options
- Electronically Collect Delivery Information
- Cellular, Radio, Bluetooth or Wi-Fi Communication
- Export Information to 3rd Party Software Automatically
- Versatility to create Custom Solutions
- Single or Multiple Site Locations
- Wirelessly transmit delivery data from the Truck to the back-office through cellular communication.
- Requires no additional hardware locally
- Enables you to decrease the time it takes to turn around an Aircraft
- Access Anywhere!



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Phillips 66 ® Into-Plane & P66 Rewards Programs

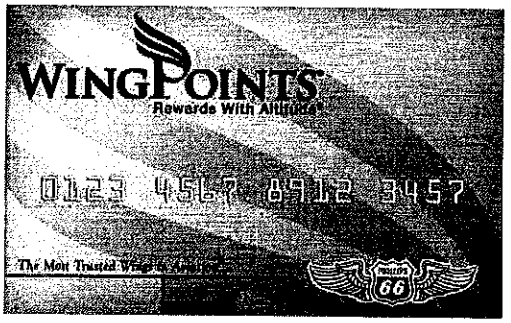
Phillips 66 ® Contract Into-Plane Program

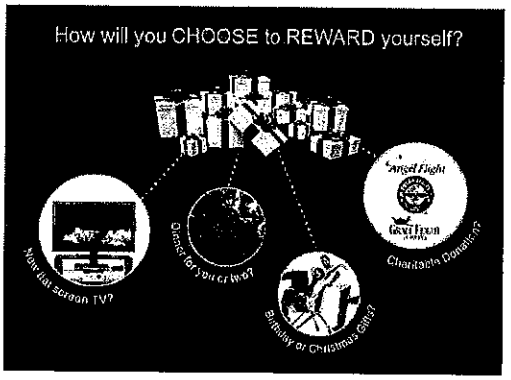
- More than 500 participating members
  - Major and Regional Passenger Airlines
  - Cargo
  - Air Ambulance
  - Fire Fighting, and other specialty operators
- Phillips 66 takes credit risk - NO Credit Risk to FBO (airline exposure)
- No Processing Fee Charged to FBO
- Dealer Establishes their own Into-Wing Fee
- FBO Receives Into-Wing Fee from Phillips 66 within 48 hours



Phillips 66 ® WingPoints Loyalty Program

- 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
- Drives Volume
- Pilot receives 10 points/gallon
- FBO cost is $0.02 per gallon

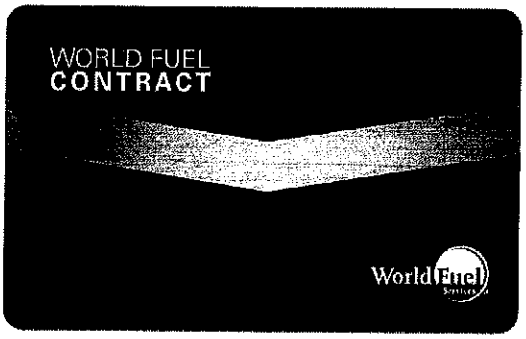




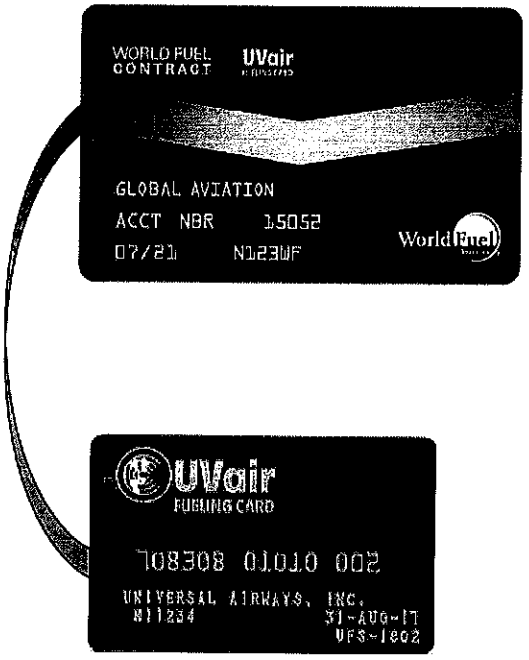
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World Fuel Contract Fuel

The Largest Contract Fuel Program in the World...Just Got Bigger

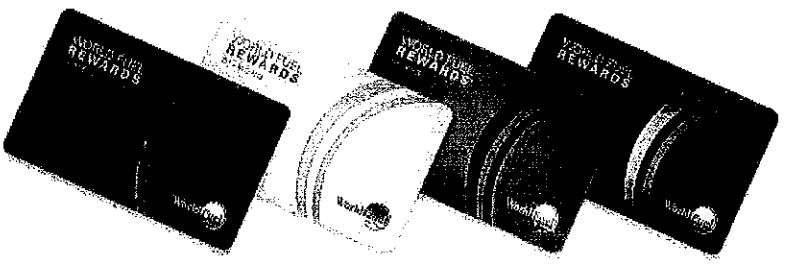


CONTRACT FUEL AT MORE THAN
3,000 LOCATIONS
WORLDWIDE



Legacy UVair Fueling Card

- Enjoy a **0% processing fee rate** and accelerated payment without processing fees!
- **Seamless electronic processing** of contract fuel transactions using the most popular FBO point of sale software systems
- **Control your margin!** Set your own into-plane fees and volume tiers to meet profitability objectives
- **Serve more customers**: the World Fuel Contract Card and platform is open to both flight departments and other major contract fuel programs
- **Process any aviation product or service** through the program as long as fuel is a component of the transaction
- **Enjoy secure cash flow delivery and payment surety** through World Fuel Services-held receivables
- World Fuel awards customers **with World Fuel Rewards** on every World Fuel Contract gallon purchased at your FBO

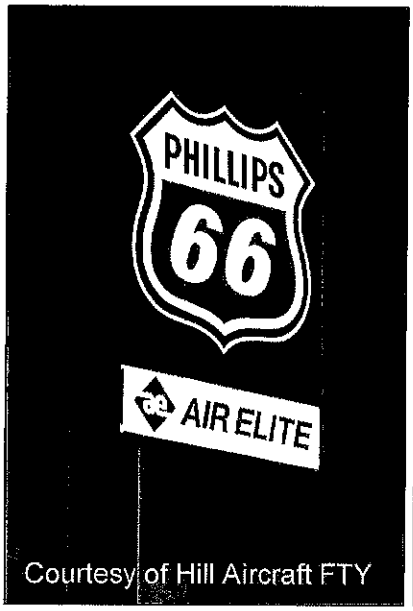


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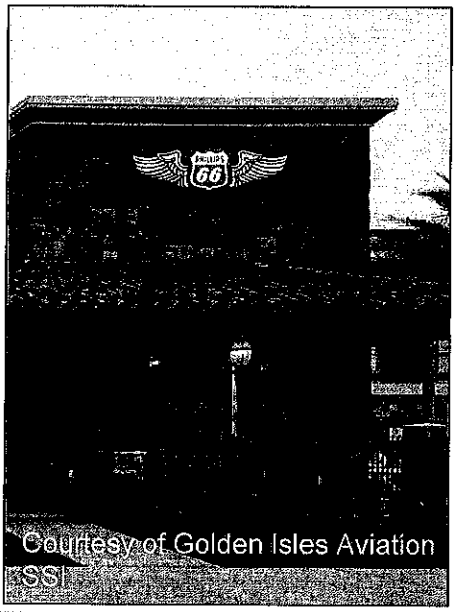
Signs

Phillips 66 ® Brand Identification

- Signage provided - pole and/or building signs available in different sizes
- Installation costs will be the responsibility of World Fuel Services
- Responsibility of permits and power to the sign is the responsibility of the FBO
- Decals and marketing materials for fuel trucks, fuel system, counters, and building at no cost



Courtesy of Hill Aircraft FTY


Courtesy of Golden Isles Aviation SSI


Courtesy of Galaxy FBO CXY


Courtesy of Phillips 66 ®

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Marketing Support

Marketing Goals & National Sales Promotion

Our goal is to drive appropriate tails to your location by either increasing volume to your ramp. We deploy the most effective media and marketing strategies to accomplish this goal. With a focus on digital and direct sales involvement versus traditional print and directory channels.

- Support your marketing goals, discovery and execution of graphics, advertising, web analysis, metrics, and access to the customers you seek
- Provide platforms and access to data, events, tradeshows, and professional representation of your FBO in the aviation industry
- Marketing efforts are focused on growing your brand
- Industry event presence with a focus on your business
- World Fuel Rewards Promotions designed and emailed to strategic customer contacts



All in-house support and creative services are free of charge to Jefferson County and based on availability. Publication channel selection is at the discretion of Jefferson County, any costs incurred due to publication are to be covered by Jefferson County. In the event Jefferson County requests a service outside of the normal marketing products provided by World Fuel Services, Jefferson County will be responsible for the costs of contracted external labor facilitated by WFS.



Example of banner featuring Ross Aviation at KLGB for a CAA Preferred Campaign to promote votes

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Marketing Support

Marketing Goals & National Sales Promotion

You will have access to marketing assistance to help you achieve your business objectives. Below are examples of the services we provide to our network FBOs:

Press strategies and press release development for Jefferson County

Co-op advertising and marketing programs to promote growth and lower Jefferson County marketing expense

Digital Marketing Design and Media Support - direct mail / email marketing campaigns

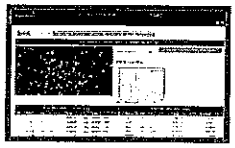
Social media copy and design support

Web site and SEO monitoring and consulting

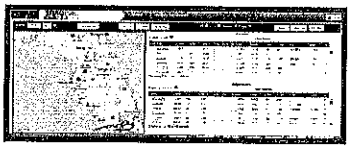
Customer satisfaction survey and research – post transaction surveys

Network advertising discounts

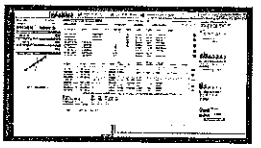
Access to real-time and historical flight tracking data through FlightAware, TRAQPak, and Passur at deeply discounted rates



FlightAware FBO Toolbox
Contact Info: Stephen Maciolek
713-877-1062 or
Stephen.maciolek@flightaware.com
$450 / month



TRAQPak FBO
Contact Info: Anthony Brancaccio
513-852-1065 or
anthony.brancaccio@argus.aero
$495 / month



PASSUR FBO
Contact Info:
203-622-4086 or
sales@passur.com
$550 / month

"We're not the largest of FBOs and this poses many unique challenges for us when facing competition on the field and at alternate airports.

It's important to have a strong supplier that can offer us the branded programs we need to stay competitive in the ever-changing FBO scene.

World Fuel Services has answered this call for us. They are big enough to provide us great value through their programs and supply reliability, but still customer-focused enough to maintain a close personal relationship with us.

Often times, this doesn't take much. Sometimes all we need is to meet for a cup of coffee and some advice on how to stay ahead of the curve – these guys understand the market and the needs of FBO operators no matter the size."

Lee Avery, Owner - Manager
Sky Bright – KLCI

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Marketing Support

Marketing Goals & National Sales Promotion

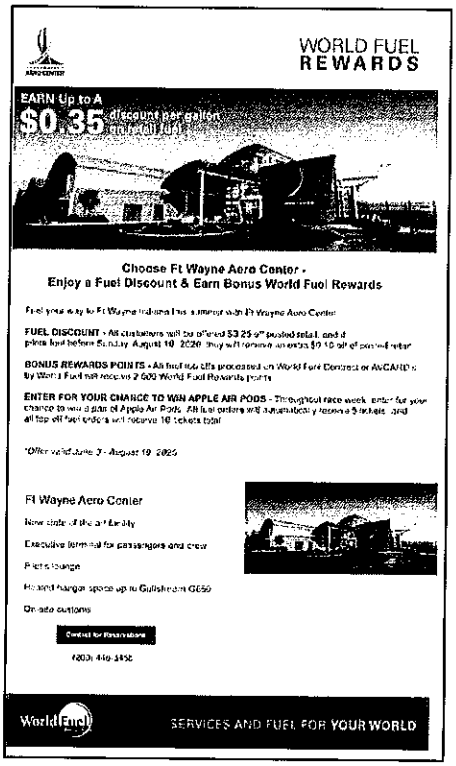
World Fuel's Marketing Team is available to support Jefferson County with expert review & guidance regarding the promotion of your airport and FBO for special events. Working in conjunction with an assigned sales representative and Jefferson County, the marketing team will create a co-op advertisement for special events highlighting Jefferson County and the World Fuel Rewards program.

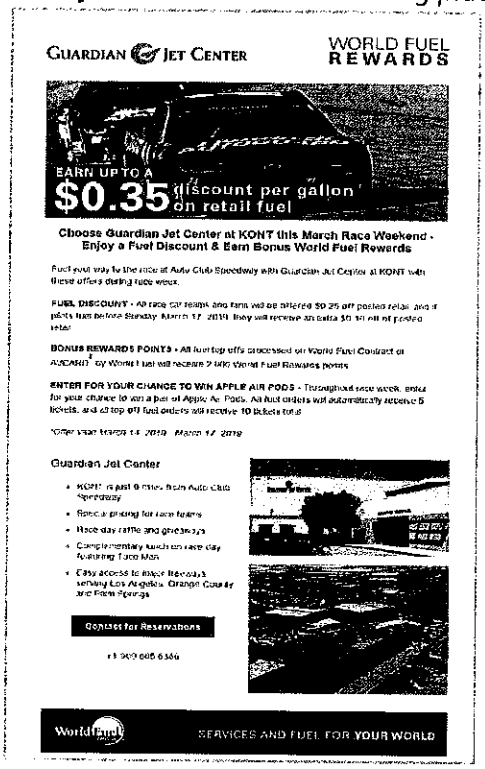
Our goal is to drive appropriate tails to your location by either increasing volume to your location or increasing your share of volume at the airport. We deploy the most effective media and marketing strategies to accomplish this goal. With a focus on digital and direct sales involvement versus traditional print and directory channels. Our digital footprint is an audience of over 9,500 flight departments and 35,000 tails.

Through data analytics we identify and target high probability tails that can be encouraged to move to your locations using our marketing methods and the relationships of our 60 global sales representatives. We execute continual awareness campaigns through a variety of different channels which include:

- Email campaigns to over 87,000 aviation contacts
- Our monthly newsletter
- Our social channels (LinkedIn 65,000 followers)
- You get preferential listing in all our apps including myWorld Web and myWorld App
- Direct contact from over 60 flight department sale people globally

World Fuel Rewards Promotion examples – pushed from World Fuel Marketing platform





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Marketing Support – Trade Show

Trade Show Participation

As a market leader, World Fuel Services maintains many leadership and committee positions in NBAA and NATA. Including NBAA exhibitors' advisory council (EAC), IOC Committee, Sustainability Coalition Membership, GAMA Leadership Council, NBAA Leadership Committee, and positions with NATA.

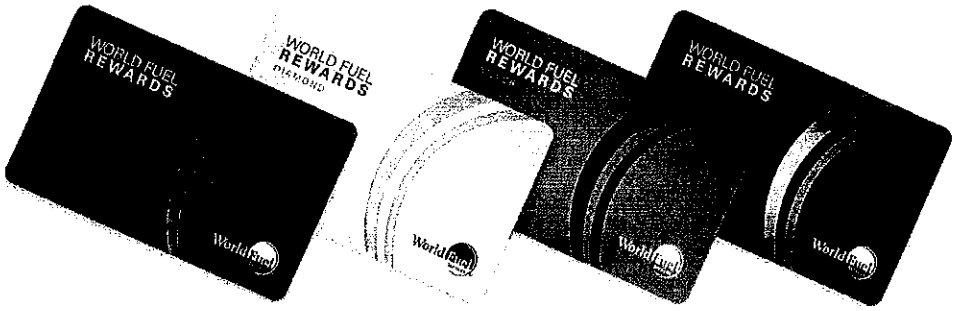
- We offer exhibit space at select major industry tradeshows through our **popular kiosk programs**. Through these programs, participants exhibit alongside World Fuel in our premium exhibit space.
- **Traffic and Leads** – We generate significant buzz, excitement and traffic by employing giveaway drawings and other highly-effective tactics to provide our participating FBOs the best exposure from show attendees. After the show, we provide all the leads with enriched data
- **Gain Global Reach** at major aviation industry events such as NBAA, S&D, AeroExpo, CBAA, EBACE, LABACE, ABACE and MEBA



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Marketing Support – Loyalty Program

World Fuel Rewards - Loyalty Program



- World Fuel Rewards is the leading global aviation loyalty program covering a network of over 8,200 locations in 190 countries at www.worldfuelrewards.com
- The only international rewards program in the industry
- Incentivizes use of lower cost transaction methods
- Reward points for purchases of maintenance and flight training as well as fuel and related services
- Gives operators the opportunity to earn points on transactions
- ***Only reward program to offer invoice credit option***

Bank of Points for FBOs – Gifted by World Fuel Services

- A bank of points will be granted to your location at a rate of:
  - 1 point per 5 USG Contract Fuel sold
  - 1 point per $50 USD AVCARD transactions
  - 1 point per 100 USG Bulk fuel purchased
- ***Awarded directly from the your location to build loyalty and incentivize larger purchases, preferred method of payment and support your upselling strategy***
- FBOs must purchase a minimum amount of points to unlock their bank compliments of World Fuel (5,000 points = $100) in 12 months
- Points posted to your World Fuel Rewards account will expire after 12 months

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Marketing Support – Co-Op Advertising

Co-Op Marketing Reimbursement

- Co-op funds are accumulated at a rate of $0.005 per gallon for all retail jet and avgas gallons on an annual basis. Current pricing includes co-op fee.
- Accrual based on the previous year's volumes.
- Claims are processed upon receipt and we can advance the anticipated first year's co-op to assist in covering transitional costs such as uniform changes, business card changes, etc.
- Branding guidelines and an approved branding logo will be provided and must be used for all advertising, uniforms, marketing & printed materials.

Co-Op Marketing Options
Advertising with World Fuel or other related logos
Credit Card Processing Equipment and Software
NATA Safety 1st Training Expenses
Fuel Testing Equipment
Line Service Training
NATA and State Aviation Dues
Premium Items for FBO Promotions with approved logos on materials
Printed Materials with approved logos
Trade Shows & Industry Exhibition (plus travel) with approved logo use
Uniforms with approved logo use
Website with approved logo use
Personnel Training Conference (plus travel) to improve service delivery
Aviation Related Website Fees with approve logo use
Promotional Mailings, Communications Tools and Up-selling Programs with approved logo use
Airport/FBO Specific Events with approved logo use
Industry Specific Dues and Subscriptions
World Fuel Rewards Purchases
Flight Tracking Subscriptions
Advertising & Communication Agency Marketing And Sales Support Fees with approved logo use
FBO Facility Improvements (prior approval required)

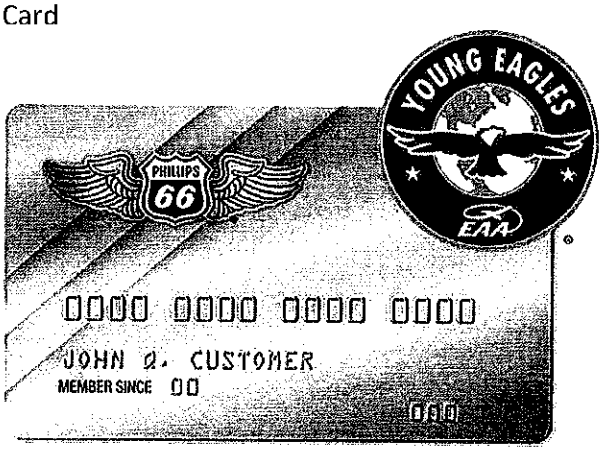
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Pilot Programs

Phillips 66 Pilot Programs

EAA YOUNG EAGLES PROGRAM - Pilots Earn $1.00 per Gallon Rebate

- Pilots must be EAA members flying Young Eagles
- Pay for Avgas with Phillips 66 Aviation Personal Card
- Submit form with copy of fuel receipt
- Rebate provided through Phillips 66 Aviation Personal Card
- No cost to FBO



COMPASSION FLIGHT REBATES - Pilots Earn $1.00 per Gallon Rebate

- Offered to pilots flying for select Compassion Flight Organizations
- Purchase avgas at a P66 Branded FBO with a P66 Personal Card
- Submit rebate form with copy of fuel receipt
- Rebate form managed by the Compassion Flight organizations
- Rebate provided through
- P66 Personal Card
- No cost to FBO



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Sustainability in Aviation Commitment

World Kinect Energy Services™

From liquid fuel products to electricity, natural gas, and clean energy, our team of certified energy professionals ensure the energy challenges of our customers are solved safely and reliably.

200+
COUNTRIES & TERRITORIES OPERATIONAL

77,000+
COMMERCIAL & INDUSTRIAL CUSTOMERS



$36.8B
2019 REVENUE

200TWh
ENERGY PORTFOLIO

5,000+
DEDICATED ENERGY PROFESSIONALS

50+
FUEL PRODUCTS

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Sustainability in Aviation Commitment

World Kinect Energy Services™

FBO Sustainable Offerings

- Carbon offsets bundled with bulk fuel purchase
- Carbon offsets integrated in the point of sale software
- Solar programs from concept to construction and management
- Sustainability program consulting

Powering a Sustainable Future

Flight Department Sustainable Offerings

- Emission tracking, verification and reporting with ETS.aero
- Carbon credit purchase and management
- Regulatory and sustainability program consulting

https://www.futureofsustainablefuel.com

World Kinect Energy Services Focuses On:

Delivering the energy you need.

Protecting your budget.

Reducing your carbon footprint.

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Implementation and Start-up Plan

Set Up: Pre-Supply Agreement and First 30 Days
Signage requirements and plan for installation plan.
Leased refueler delivery and certification and training.
Supply & Processing Setup
Back Office & Accounting Review
System & IT Review
Branded Program Toolkit Review and Activation
Training Plan – Enrollment & Credentials

Develop Marketing Plan: 30-60 + Days
Establish Events on World Fuel Promotions Calendar – Trade shows, regional events and FBO specific events
Complete Online Training Modules on World Fuel Aviation Academy
Develop World Fuel Rewards Promotions – Loyalty Program
Review Opportunities to leverage the World Fuel Services Marketing team
Quarterly Progress Reviews – Evaluate Plan & Modify

Execution of Business Development Plan: 30-60 + Days
FASST Evaluation and Strategy Discussion
World Fuel Contract Implementation – Enlist Flight Department Sales Teams
Develop Payment Method Plan for Contract & AVCARD Migration For Processing Cost Reduction
Develop Marketing Plan & Schedule Campaigns
Customer Targeting – On Airport/Nearby Airports
Evaluate Business Development Plan & Modify

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Sample Contracts

The sample documents enclosed are standard industry agreements used to memorialize fuel supply relationships between WFS and its airport and FBO customers. These documents are designed to specifically handle issues which may arise through the handling and sale of aviation fuels under the Phillips 66 fuel brand.

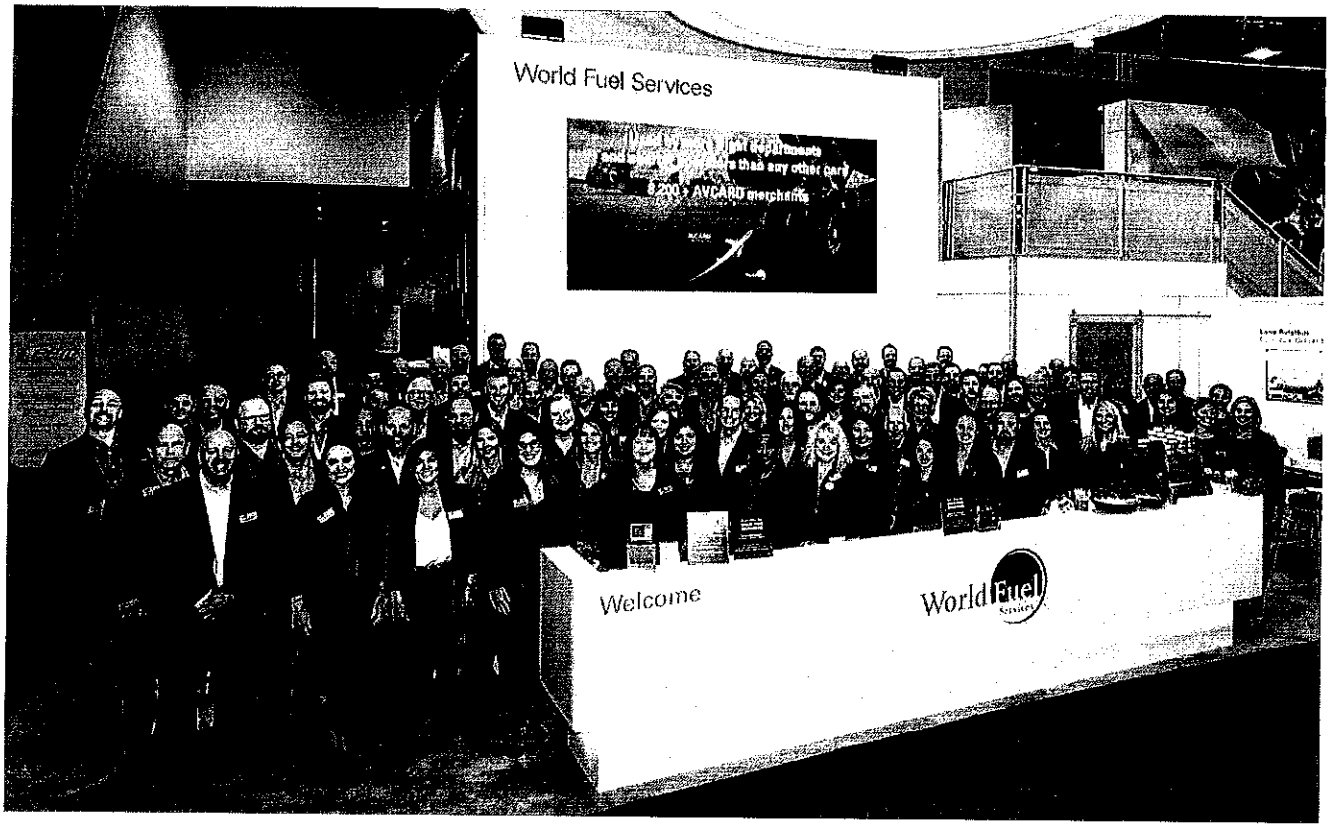
We will work closely with the airport to insure all items necessary for state/local purchasing law or regulation are incorporated into any final agreement.

- Aviation Fuel Supply Agreement
- Phillips 66® Branding Agreement

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A World of Support

A Full Team of Experts to Back You Up!



World Fuel Services®

Other companies offer programs...
we offer people to execute on the programs

Our dedicated team members will work hand-in-hand with your team to develop a plan to attract target business and to partner with you to make your growth goals a reality.

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Thank You...





and



A Partnership for Growth

Degree of Compliance

This proposal will define the commercial terms under which we will offer Phillips 66 branded aviation fuels and related programs and services for the Jefferson County Purchasing Department. Notwithstanding anything to the contrary contained in the Ascent Aviation Group Commercial Bid enclosed herewith, please note that our bid is non-binding, indicative only, and remains subject to Ascent Aviation Group, Inc. and Jefferson County duly executing and delivering definitive documentation, such documentation to be negotiated by the parties.

CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY) 09/09/2020

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

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

PRODUCER Aon Risk Services Northeast, Inc. New York NY Office One Liberty Plaza 165 Broadway, Suite 3201 New York NY 10006 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:	National Fire & Marine Ins Co	20079
INSURER B:	ACE Property & Casualty Insurance Co.	20699
INSURER C:	Indemnity Insurance Co of North America	43575
INSURER D:	ACE Fire Underwriters Insurance Co.	20702
INSURER E:	ACE American Insurance Company	22667
INSURER F:	Everest National Insurance Co	10120

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

COVERAGES **CERTIFICATE NUMBER:** 570083858010 **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:			42GL010027707 SIR applies per policy terms & conditions	07/01/2020	07/01/2021	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 $100,000 $5,000,000 $6,000,000 $6,000,000
E	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY			ISA H25298780	07/01/2020	07/01/2021	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$5,000,000
B	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $100,000			X00G28134381005	07/01/2020	07/01/2021	EACH OCCURRENCE AGGREGATE	$15,000,000 $15,000,000
C D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WLRC66924695 Workers Comp - AOS SCFC66924774 Workers Comp - WI Only	07/01/2020 07/01/2020	07/01/2021 07/01/2021	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)
Named Insured's Complete Name: World Fuel Services Corporation, including all its subsidiaries,
9800 NW 41st Street
Miami, FL 33178
Evidence of Insurance.

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 : 570083858010

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The ACORD name and logo are registered marks of ACORD

AGENCY CUSTOMER ID: 570000058200
LOC #:

ADDITIONAL REMARKS SCHEDULE

Page _ of _

AGENCY	NAMED INSURED
Aon Risk Services Northeast, Inc.	World Fuel Services Corporation
POLICY NUMBER: See Certificate Number: 570083858010	
CARRIER: See Certificate Number: 570083858010 / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

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

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER	
INSURER	
INSURER	
INSURER	

ADDITIONAL POLICIES If a policy below does not include limit information, refer to the corresponding policy on the ACORD certificate form for policy limits.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
	WORKERS COMPENSATION							
E		N/A		WLRC66924737 Workers Comp - CA Only	07/01/2020	07/01/2021		

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World Fuel Services®

FUEL SUPPLY AGREEMENT

THIS FUEL SUPPLY AGREEMENT (this "Agreement") is made and entered into this 1st day of _____, 2020 (the "Effective Date") by and between _____ ("**Customer**"), a(n) _____ corporation located at _____ and **WORLD FUEL SERVICES, INC.**, a Texas corporation on its behalf and on behalf of its Affiliates (collectively "Seller") located at 9800 N.W. 41st Street, Miami, FL 33178.

WITNESSETH:

WHEREAS, Seller markets and distributes aviation fuels, and Customer is in the business of operating an aviation facility which uses aviation fuels; and

WHEREAS, the parties have agreed that Seller will sell aviation fuels to Customer and Customer will purchase aviation fuels from Seller in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants and undertakings set forth herein, Customer and Seller hereby agree:

1. Scope. During the Term (as defined below), Seller agrees to sell and Customer agrees to purchase all of Customer's requirements at Customer fixed-based operation site at _____(the "FBO") for branded and unbranded aviation gasoline, jet fuel, and any other products sold hereunder exclusively from Seller and that it will not purchase any such fuels or products for the FBO from any other corporation, company, entity, or person. Customer represents and warrants that all products and services purchased hereunder will be for the purpose of conducting its business and that no aviation gasoline purchased hereunder shall be used or sold for non-aviation use. World Fuel has a contract fuel program that allows its Flight Operator customers ("World Fuel Customers") to purchase Fuel from World Fuel (or its affiliates) worldwide through a network of FBOs and other suppliers (the "Contract Fuel Program"). During the Term, in the event Customer engages in contract fuel sales, Customer agrees to use Seller's Contract Fuel Program exclusively. Customer covenants that all contract fuel sales will be through Seller's Contract Fuel Program and that it will not use any other supplier's contract fuel program. Customer agrees to exclusively sell to World Fuel, and World Fuel agrees to purchase from Customer, aviation fuel for delivery at the Airport by Customer to all World Fuel Customers that participate in the Contract Fuel Program. World Fuel issues World Fuel Customers proprietary cards that World Fuel Customers can use to purchase Fuel at FBOs ("Cards"). Customer agrees to: deliver fuel to World Fuel Customers (a) upon presentment of a Card to Customer (each, a Card Transaction); and (b) pursuant to sales orders or authorizations issued by World Fuel (each, a "Sales Order", and with Card Transactions, "Customer Transactions") to Customer for fuel. Customer shall obtain electronic or manual authorization from World Fuel for all Customer Transactions.

2. Duration and Renewal. This Agreement shall be for an initial term of ____ (__) years beginning on the Effective Date (the "Initial Term"). If at the end of the Initial Term, Customer has not purchased at least _____ gallons of combined aviation fuel from Seller (the "Required Minimum Gallons"), this Agreement shall automatically renew for one or more subsequent annual terms until Customer has purchased at least the Required Minimum Gallons. If upon the expiration of the Initial Term or any annual renewal term, Customer has purchased the Required Minimum Gallons, then this Agreement shall automatically renew for subsequent annual periods ("Subsequent Terms", and with the Initial Term, the "Term") unless cancelled by either party providing written notice to the other party of its election to terminate at least ninety (90) days prior to the end of the Initial Term or the applicable Subsequent Term.

3. Pricing. Unless otherwise agreed in writing by the parties, the price per gallon for products sold hereunder shall be as established by Seller from time to time in its discretion. Prices are exclusive of all Taxes (as defined in Section 10) additives, freight charges, surcharges and fees. Notwithstanding any written agreement to the contrary, if Seller's cost of supplying fuel or services to Customer increases then, upon written notice to Customer, Seller may adjust its prices at affected delivery locations. Price changes will take effect as of the date of notification.

4. Product and Product Standard. Seller warrants to Customer that the products sold hereunder are Jet Turbine Fuel and 100LL Aviation Gasoline and that such products will comply with the following requirements, as applicable: Jet Turbine Fuel produced by a refinery in the United States shall meet ASTM D 1655, latest revision, and Jet A-1 Turbine Fuel produced by a refinery in Canada shall meet the requirements of CAN/CGSB-3.23, latest revision. 100LL aviation gasoline produced by a refinery in the United States shall meet ASTM D 910, latest revision. Seller warrants to Customer that it has title to the products delivered hereunder, and Seller warrants to Customer that it has the right to sell such products and that they are free from liens and adverse claims of every kind. EXCEPT AS SPECIFICALLY SET FORTH IN THIS SECTION, SELLER MAKES NO

WARRANTIES OF ANY KIND TO CUSTOMER REGARDING THE PRODUCT SOLD HEREUNDER, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

5. Credit and Payment Terms. Payment by Customer shall be made by means of electronic funds transfer, and the terms shall be net thirty (30) days subject to credit approval by Seller. Past due amounts shall accrue interest at a rate of one and one-half percent (1.5%) per month, or the maximum rate permitted by applicable law, whichever is less. All amounts more than fifteen (15) days past due shall incur an additional five percent (5%) administrative fee. Any waiver by Seller of interest charges or administrative fees on a particular invoice shall not be construed as a waiver by Seller of its right to impose such charges on other or subsequent deliveries. Seller reserves the right to apply Customer's payments to any outstanding invoices or obligations of Customer, as determined by Seller in its sole discretion, without regard to the aging of any account. Customer shall be liable for all fees and costs, including without limitation attorney's fees, incurred by Seller in connection with any collection activities undertaken by Seller for the non-payment of any amounts due hereunder by Customer. Seller reserves the right to modify or cancel the credit terms provided to Customer at any time, in its sole discretion upon notice to Customer. If Seller selects not to extend or cancels any credit terms provided to Customer, prior to each delivery of aviation fuel, Customer shall: (a) make a prepayment to Seller; (b) cause to be issued a letter of credit in favor of Seller in a form, in an amount and from a bank that is acceptable to Seller from time to time in its sole discretion, or (c) give other security to Seller in a manner, of a type, in a form and in an amount that is acceptable to Seller. Seller reserves the right, in addition to all other rights and remedies available to it under the law, in equity or otherwise, to suspend further performance of Services, and demand payment of all outstanding balances, if Customer fails to make any payment as herein provided, or if Seller at any time deems itself insecure with regard to the creditworthiness or financial condition of Customer.

6. *Force Majeure*. Neither party shall be liable for its failure to satisfy its obligations hereunder as a result of any cause beyond its control, including acts of God, acts of federal, state or local government, compliance with requests, regulations or orders of any governmental authority, fire, storm, flood, earthquake, explosion, accidents, acts of the public enemy, terrorism, war, riot, strike, lockout, or unavailability of or delays in delivery of any product which is the subject of this Agreement. If any such *force majeure* interruption occurs with respect to Seller's supply, Seller may substitute another fuel of the same brand, a different brand, or no brand so long as such aviation fuel meets the standards set forth in Section 4 above, and/or the quantities of aviation fuel required to be supplied under this Agreement may be ratably reduced for the period during which such *force majeure* interruption may exist.

7. Title and Risk of Loss. Seller's liability relating to the aviation fuel sold hereunder shall cease and title and risk of loss shall pass to Customer when said product passes the flange between Seller's delivery line and Customer's connection or vehicle.

8. Inspection and Measurement. Customer's inspection and measurement shall be based on meters or on certified tank truck capacities according to terminal practice. All quantities shall be adjusted to 60 degrees F temperature (unless otherwise specified by State Regulations) in accordance with the latest revised applicable parts of ASTM Designation D: 1250, IP Designation: 200 Petroleum Tables. The term "gallon" shall mean a U.S. gallon of 231 cubic inches. The term "tank truck" shall mean a transport truck with a tank storage capacity of not less than 3,000 gallons.

9. Deliveries. Deliveries shall be made at such times within the usual business hours of Seller as may be required by Customer, provided that reasonable advance notice is given by Customer. Seller shall prepare and furnish the receiving party with copies of bills of lading and other shipping papers. Seller shall not be required to make deliveries into vehicles supplied by Customer unless they are clean and empty immediately prior to delivery and shall not be required to load or deliver quantities less than the full capacity of the vehicle, except as otherwise authorized by Seller from time to time. If deliveries are to be made into Customer's storage facilities, Customer shall provide storage facilities sufficient to enable it to receive such deliveries and shall provide Seller with unimpeded and adequate ingress and egress twenty-four hours per day. Customer shall reimburse Seller on demand for any demurrage or other charges incurred by Seller by reason of Customer's failure to unload any delivery vehicle or release the same within the time allowed therefor without demurrage or other charge even though such failure may have arisen from causes beyond the control of Customer. All deliveries of aviation fuels shall be in full bulk transport quantities unless otherwise agreed by Seller. Seller's ability to offer products in the quantities and at the prices provided for under this Agreement is dependent upon the ratability of Customer's demand. As such, Seller reserves the right to implement measures to control the proportionality, consistency and ratability of Customer's demand.

10. Taxes. All prices are quoted in U.S. Dollars (unless otherwise specified) and exclude all duties, taxes, assessments, fees, and other charges, whether foreign or domestic, including, but not limited to, excise tax, VAT, GST, mineral oil tax, sales tax, use tax or any other tax, license fees, inspection fees, landing fees, airport fees, fees for the privilege of buying, selling or loading aviation fuel, or other charges imposed by any governmental authority or agency or regulatory body, or third party upon, or measured by the gross receipts from or volume sold of any commodity, or on the production, manufacture, transportation, sale, use, delivery or other handling of such commodity, or any component thereof, or on any feature or service related thereto or of any invoice, existing at the time of any sale hereunder (collectively "Taxes"), which shall be added to the applicable price. When permitted, Customer shall assume and be directly responsible to the proper governmental units for any

Taxes. When the laws, regulations or ordinances impose upon Seller the obligation to collect or pay such amounts, Customer shall pay to Seller all such amounts for which Seller may be liable. If Customer is entitled to purchase products free of any Tax, Customer shall furnish Seller proper exemption certificates. Customer acknowledges that it remains solely responsible for all Taxes and shall indemnify Seller against any liability for such Taxes even if Seller fails to include any such Taxes in its invoices. Customer's obligations under this Section 10 shall extend to any Taxes which are assessable against Customer as a result of any subsequent change in, or in interpretation of, any laws relating to such Taxes.

11. Conduct of Customer's Business. In the performance of this Agreement, Customer is engaged as an independent contractor. Customer shall conduct all operations hereunder in compliance with all applicable laws, ordinances and regulations of all governmental authorities, including but not limited to those issued by the U.S. Department of Transportation and those relating to the, production, manufacture, transportation, sale, use, delivery or other handling of products purchased hereunder. Customer shall diligently promote the sale of the petroleum products purchased under this Agreement, and shall conduct the operation of Customer's business in such a manner as to promote goodwill toward Seller and its products. Customer agrees to assist in the administration of any promotional programs Seller or its suppliers may establish for its customers.

12. Insurance.

(a) Customer shall maintain at Customer's own expense during the Term: (i) Workers' Compensation and Employment Liability Insurance as prescribed by applicable law; (ii) Aviation General Liability (bodily injury and property damage) Insurance of not less than $1,000,000 combined single limit per occurrence, but in the aggregate with respect to Products and Completed Operations Liability and any one offense/aggregate with respect to Personal Injury, and including but not limited to, personal injury, premises-operations, products and completed operations, and contractual Liability; (iii) Business Automobile Liability (bodily injury and property damage) Insurance of not less than $1,000,000.00 combined single limit per occurrence, on all owned, non-owned and hired vehicles which are used by Customer; and (iv) any other insurance or surety bonding that may be required under the laws, ordinances and regulations of any governmental authority.

(b) The insurance specified in subsection (a) of this Section 12 shall require the insurer to provide Seller with thirty (30) days' prior written notice of any cancellation or material change in the insurance and shall name Seller as additional insured. The insurance required under clause (i) of subsection (a) above shall contain a waiver of subrogation against Seller and an assignment of statutory lien, if applicable.

(c) The insurance required under subsection (a) above shall provide that it is primary coverage to insurance carried by Seller. The insurance required above shall be issued by insurance companies which are reasonably acceptable to Seller. The insurance companies shall have no recourse against Seller, or any other additional insured, for payment of any premiums or assessments under any policy issued by a mutual insurance company. Customer shall be responsible for all deductibles in all of Customer's insurance policies. Customer shall furnish Seller with certificates for all insurance coverage.

(d) Seller has the right to modify, delete, add to or otherwise change the insurance requirements set forth in sections (a) through (c) inclusive provided that Seller provides Customer with thirty (30) days' notice of such change.

13. Indemnification. Each party shall indemnify, defend and hold the other party and its directors, officers, employees and agents harmless from and against any and all expenses (including attorneys' fees) liabilities and claims of whatsoever kind and nature, including but not limited to, those for damage to property (including property of the parties) or for injury to or death of any person (including a party), directly or indirectly, arising or alleged to arise out of or in any way connected with the willful misconduct, negligent acts or omissions, violation of law, or breach of this Agreement by the indemnifying party. The foregoing indemnity shall not apply to the extent such expense, liability or claims result from the negligent acts or omissions or willful misconduct of the party seeking indemnification.

14. Quality Control. Customer shall maintain the quality of Seller's aviation products and shall comply with any quality control procedures prescribed by Seller's supplier. In no event shall Customer permit automotive engine fuels or kerosene to be sold as Seller aviation fuels or dispensed through equipment bearing Seller's or its suppliers' insignia. Customer shall immediately report to Seller any accident or incident involving a fueled aircraft.

15. Claims. Any claim made by Customer for deficiency in product quality or quantity shall be waived unless made in writing within twenty-four (24) hours after delivery.

16. Confidential Information. Customer shall hold in confidence all manuals, guides, forms, instructions, software programs and other proprietary materials provided by Seller for Customer's use in promoting and selling Seller products, and all technical information, trade secrets and other confidential business information that is disclosed to Customer by Seller (collectively "Confidential Information"). Customer shall not use Confidential Information for any purpose other than developing business for Seller's products and services and shall not disclose Confidential Information to anyone other than Customer's employees or agents who have a need to know Confidential Information. Customer's obligations under this Section 15 shall survive termination of this

Agreement. The recipient's obligations with respect to confidentiality and disclosure set forth herein shall not apply to Confidential Information that (i) is already in the recipient's, its subsidiaries' or affiliates' possession, provided that such information is not subject to another confidentiality agreement with disclosing party; (ii) is or becomes generally available to the public other than as a result of a wrongful disclosure by recipient or its representatives; (iii) becomes available to recipient, its subsidiaries or affiliates on a non-confidential basis from a source other than disclosing party, provided that such source is not bound by a confidentiality agreement with or other obligation of secrecy to Disclosing Party; or (iv) is subsequently independently developed by employees or agents of recipient, its subsidiaries or affiliates without any use of disclosing party's Confidential Information.

17. Termination.

(a) Seller may, in addition and without prejudice to any of its other rights or remedies hereunder, terminate this Agreement upon giving Customer seven (7) days' prior written notice (or such other period as is specified herein) if any one or more of the following occurs and Customer fails to cure such breach within the applicable notice period: (i) Customer breaches or defaults on any covenant, condition or other provision of this Agreement, the branding agreement, note, security agreement, lease, or any other agreement of the parties; (ii) Customer fails to pay to Seller in a timely manner when due all sums to which Seller is legally entitled (whether or not such sums are owed under this Agreement); (iii) willful adulteration, commingling, mislabeling or misbranding of aviation fuels or other violations by Customer of trademarks utilized by Seller occur or unlawful, fraudulent or deceptive acts or practices or criminal misconduct by Customer relevant to Customer's performance of this Agreement occur; or (iv) Customer becomes insolvent, files a voluntary petition in bankruptcy, makes an assignment for the benefit of creditors, is adjudicated bankrupt, permits a receiver to be appointed, or permits or suffers a material disposition of its assets. With respect to a breach of subsection 16(a)(ii), in addition to all other rights hereunder, Seller may immediately suspend performance hereunder or terminate this Agreement without giving Customer notice or opportunity to cure.

(b) If Seller continues to accept orders from Customer following the expiration of the Term, such sales shall be upon all of the terms and conditions hereof except that the relationship of the parties may be terminated at will.

(c) In the event this Agreement is terminated, all other agreements and instruments between the parties shall also terminate, and all amounts owing under any note or other document shall become due and payable. In addition, upon termination of this Agreement, any and all indemnity obligations, parties' rights upon breach, all collateral and security interests in favor of Seller, obligations arising upon termination (such as discontinuing the use of the trademarks and tradenames of Seller's supplier), confidentiality provisions, and any other terms of this Agreement which by their nature should survive termination shall all survive.

(d) No termination of this Agreement, even if on account of Seller's default, shall excuse Customer from paying any unpaid amounts owing for aviation fuel previously delivered hereunder, or from paying other outstanding amounts due Seller under this Agreement. The remedies provided in this Agreement are cumulative and not exclusive of any other remedies provided by law. HOWEVER, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY DAMAGES.

18. World Fuel Rewards. Participation in the World Fuel Services Rewards program is subject to the World Fuel Program Rules – Participating Locations, which are set forth at https://worldfuelrewards.com/worldfuel-program-rules-locations/.

19. Miscellaneous.

(a) Notices. All notices to be given hereunder by either party shall be in writing and sent by first class United States mail to the other, delivered to the address first listed above or at such other address or facsimile number as either party may designate to the other by written notice in the manner provided pursuant to this Section 19(a).

(b) Entire Agreement. This Agreement, the branding agreement, all security agreements, notes, leases, and all other related documents of the parties constitute the entire agreement between the parties. The parties agree to execute and deliver a replacement branding agreement in substantially the same form (unless a new supplier requires a different form) if Seller determines to substitute aviation fuel of a different brand so long as such aviation fuel meets the requirements and standards set forth in Section 4. No other promises, agreements or warranties additional to this Agreement, the branding agreement, or other documents listed above shall be deemed a part hereof, nor shall any alteration or amendment of this Agreement or the branding agreement be effective without the express written agreement of both parties.

(c) No Conflict. Each of Customer and Seller represents and warrants to the other that neither the execution and delivery of this Agreement by it, nor the consummation of the transactions contemplated hereby, will: (a) violate or conflict with, or result in a breach of any provision of, or constitute a default under any existing agreement or other instrument or obligation to which it is a party, (b) violate applicable law; or (c) require any action, or consent or approval of, or review by, any other party, except as shall have been duly obtained and effective as of the date of this Agreement.

(d) Assignment; Waiver. This Agreement may not be assigned by Customer, either voluntarily, involuntarily, or by operation of law, without the prior written consent of Seller, which consent shall not be unreasonably withheld. Fuel and/or services may be provided by an Affiliate of Seller. As used herein, an "Affiliate" of Seller is any corporation, partnership, joint venture or other entity in which World Fuel Services Corporation, a Florida corporation, owns, directly or indirectly, an equity interest of fifty percent (50%) or more. In any transaction hereunder, the Affiliate issuing the invoice to Customer shall be deemed the Seller of the fuel and/or services. The waiver by either party of the breach of any provision hereof shall not constitute a waiver of any subsequent or continuing breach of such provision or provisions.

(e) Governing Law, Disputes. This Agreement shall be construed in accordance with the laws of the State of Florida without regard to conflict of laws provisions. Customer hereby consents to the jurisdiction of any state or federal court situated in Miami-Dade County, Florida and waives any objections based on forum non conveniens with regard to any actions, claims, disputes or proceedings relating to this Agreement, any related document, or any transactions arising therefrom, or enforcement and/or interpretation of any of the foregoing; provided, nothing herein shall affect a party's right to bring proceedings against the other party in the competent courts of any other jurisdiction or jurisdictions. Customer and Seller hereby waive any and all right to trial by jury in any action or proceeding relating to this Agreement or any documents relating to this Agreement, or any transaction arising herefrom or connected hereto. Customer and Seller each represents to the other that this waiver is knowingly, willingly and voluntarily given.

(f) Attorneys' Fees. In the event of any lawsuit between Seller and Customer arising out of or relating to the transactions or relationship contemplated by this Agreement, the substantially prevailing party shall be entitled to recover its reasonable costs including its reasonable attorneys' fees.

IN WITNESS WHEREOF, the parties have executed this Agreement which is made effective as of the date first above written.

WORLD FUEL SERVICES, INC.

By: _____

Steve Drzymalla
SVP, Business Aviation

CUSTOMER

By: _____

_____
Printed Name and Title

World Fuel Services®

BRANDING AGREEMENT
(WORLD FUEL BRAND)

THIS BRANDING AGREEMENT (this "Branding Agreement") is made and entered into this 1st day of _____, 2020 (the "Effective Date") by and between _____ a _____ corporation ("Customer") located at _____ and **WORLD FUEL SERVICES, INC.**, a Texas corporation on its behalf and on behalf of its Affiliates (as defined in the FSA) (collectively "Seller") located at 9800 N.W. 41st Street, Miami, FL 33178

During the term of this Branding Agreement, _____ ("Customer") is authorized to and shall offer Company Products for sale under the Company Marks (as defined below) subject to the following terms and conditions:

1. Customer is hereby authorized to sell aviation fuels and other petroleum products supplied by Company pursuant to the Fuel Supply Agreement between Customer and Seller dated _____ __("FSA") at the location or locations listed in the FSA (each a "Location"), under certain brands and signs, and under certain trade names, trademarks, trade dresses, brand names, labels, insignias, symbols and imprints owned by Company or used by Company in its business (collectively "Company Marks") as are specifically authorized by Company from time to time. Such aviation fuels and other petroleum products sold by Seller to Customer, and held for sale by Customer, under Company Marks pursuant to this Branding Agreement and the FSA are hereafter referred to as the "Company Products." Each of the following petroleum products shall be continuously stocked and offered for sale at Customer's Location in such quantities as are necessary to meet the demand therefore: Company's Aviation Gasoline 100LL and Company's Jet A Turbine Fuel.

2. Any and all signs, decals, posters, placards, plates, devices, graphic materials or other form of advertising matter consisting in whole or in part of the name of Company or any Company Marks (collectively, "Branded Materials") will be obtained by Customer, at Seller's expense, only from Company. Any and all rights in Company Marks and Branded Materials are, and shall remain, the property of Company. Any use of Company Marks or Branded Materials other than as specifically set forth herein shall be strictly prohibited. No signs, emblems, graphic materials or other form of advertising for competing products or brands may be displayed at any Location where Company Products are offered without the express written consent of Seller.

3. Customer agrees that it will not use or display any Branded Materials (a) in a manner which causes or is calculated to cause confusion as to the type, characteristics, quality or manufacture of any fuel or other product which Customer offers for sale; or (b) for the purpose of selling or promoting the sale of aviation fuel other than fuels supplied by Seller; or (c) for the purpose of selling or offering for sale any product which has been diluted or adulterated whether intentionally or not. Customer will at all times maintain its facilities and conduct its operations in material compliance with those standards and procedures established from time to time by Company, which standards and procedures have been made available by Seller to Customer, and applicable to aviation fixed based operators displaying any of the Company Marks or Branded Materials. Such standards and procedures may include (without limitation) image quality standards for the brand displayed, quality control and refueling procedures for products bearing such brand, and standards for services offered and facilities utilized by Customer in conjunction with such products. Upon reasonable notice to Customer, Seller may, as it deems appropriate, including through the use of third party contractors, conduct periodic tests or inspections to confirm Customer's material compliance with its obligations hereunder.

4. Seller desires to maintain the quality of Company Products sold hereunder. Accordingly, Customer will not in any manner mix, commingle, adulterate, blend, dilute or otherwise change the composition of any of Company Products purchased from Seller hereunder and resold by Customer under Company Marks unless mutually agreed by both parties pursuant to the co-mingling section of the FSA. If Customer offers for sale products purchased on an unbranded basis, Customer shall refrain from all use of Company Marks on or in connection with the sale of such products. Customer further agrees to protect the identity of Company's products and Company Marks by all reasonable means that would prevent customer confusion or misinformation, including, but not limited to, material compliance with any guidelines issued by Seller and/or Company to prevent such confusion.

5. Customer shall accept and honor for payment all credit, debit cards and other payment methods designated by Company, which list of approved cards may be modified by Company from time to time in its sole discretion. All transactions shall be processed: (a) on point-of sale devices and web enabled processing solutions that are designated and approved by Company; and (b) by a card processor designated and approved by Company. Customer shall follow all procedures and requirements for card acceptance and transaction processing as may be established by Seller or Company from time to time.

6. Customer may be eligible to enroll in the Company's FBO/Dealers Excess Products Liability Insurance Program (the "Program"). To enroll, Customer shall be required to meet eligibility requirements established by Company from time to time. Upon request, Seller will provide Customer with the necessary documentation to apply for enrollment; provided, however, that Customer's eligibility and enrollment in the Program shall be in the sole discretion of Company. The Program does not include coverage for Completed Operations.

7. Upon termination of this Branding Agreement, or in any event upon demand by Company, Customer shall immediately discontinue the posting, mounting, display or other use of Company Marks or Branded Materials. In addition, Customer, at its own expense, shall uninstall and return to Company all salvageable signage and shall promptly return to Seller (or destroy) any and all Branding Material or other items that display Company Marks and shall obliterate the appearance of Company Marks from any of Customer's real or personal property.

8. Company reserves the right at any time to change its product line and specifications, trade dress, trade names, and trademarks or to change or withdraw any services offered in connection with any products such as, but not limited to, credit card acceptance. In the event of such change, Company shall be relieved of all obligation to sell such discontinued products or to offer such discontinued products, trade dress, trade name, trademark or services to Seller and Customer; and, if Company shall market any other brand or product in lieu of the discontinued items, this Branding Agreement shall embrace such new brands or products. Neither Company nor Seller shall be liable to Customer by reason of any such changes. Company shall give Customer reasonable prior notice of any such change or revision.

9. This Branding Agreement shall have the same term as the FSA and shall terminate only when the FSA, expires or is earlier terminated, unless earlier terminated by Seller upon notice to Customer: (a) if Customer fails to comply with the requirements of this Branding Agreement; or (b) if a new Branding Agreement is substituted for this Branding Agreement pursuant to the terms of the FSA. The parties agree to execute and deliver a replacement branding agreement in substantially the same form (unless a new supplier requires a different form) if Seller determines to substitute aviation fuel of a different brand so long as such aviation fuel meets the requirements and standards set forth in Section 4 of the FSA.

10. Customer may not assign or transfer any right to use Company Marks or Branded Materials without Company's prior approval.

11. The term "Company" as used in this Branding Agreement refers World Fuel Services, Inc. in its capacity as owner or custodian of the brands, marks, and other intellectual property which is the subject matter of this Branding Agreement. The term "**Seller**" as used in this Branding Agreement refers to World Fuel Services, Inc. or one of its Affiliates (as defined in the FSA) in its capacity as "Seller" under the FSA.

12. This Branding Agreement is hereby incorporated by reference in and made part of the FSA for all purposes.

IN WITNESS WHEREOF, the parties have executed this Agreement which is made effective as of the date first above written.

WORLD FUEL SERVICES, INC.

By: _____

Steve Drzymalla
SVP, Business Aviation

[CUSTOMER]

By: _____

_____
Printed Name and Title

ORIGIN ID:SYRA (315) 625-7299
ASCENT AVIATION GROUP INC
1 MILL ST
PARISH, NY 13131
UNITED STATES US

SHIP DATE: 25SEP20
ACTWGT: 5.20 LB
CAD: 6986334/SSF02110

BILL THIRD PARTY

TO DEBORAH CLARK
JEFFERSON COUNTY PURCHASING DEPT
1149 PEARL ST
1ST FL
BEAUMONT TX 77701
(409) 835-8693 REF:
INV:
PO: DEPT:

Fed Ex

TRK# 0201 3972 0509 0636

MON - 28 SEP 10
PRIORITY OVERNI

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TX-US

rec: 9/28/2020 2:24pm yvaun

Mec

0 A 0636 09.28

SEALED IFB ENCLOSED
, 20-042/YS – TERM CONTRACT FOR
AVIATION FUEL FOR
JACK BROOKS REGIONAL AIRPORT
ning Date and Time: September 30, 2020 – 11:00 AM

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

Submitted by:
Ascent Aviation Group, Inc.
a subsidiary of World Fuel Services
One Mill Street – Parish, NY 13131
(315) 625-7299

Original

JEFFERSON COUNTY PURCHASING DEPARTMENT

Deborah L. Clark, Purchasing Agent

1149 Pearl Street, 1st Floor, Beaumont, TX 77701 409-835-8593 Fax 409-835-8456

LEGAL NOTICE
Advertisement for Invitation for Bids

August 25, 2020

Notice is hereby given that sealed bids will be accepted by the Jefferson County Purchasing Department for IFB 20-042/YS, Term Contract for Aviation Fuel for Jack Brooks Regional Airport. **Specifications for this project may be obtained from the Jefferson County website, https://www.co.jefferson.tx.us/Purchasing/ or by calling 409-835-8593.**

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

BID NAME:	**Term Contract for Aviation Fuel for Jack Brooks Regional Airport**
BID NO:	**IFB 20-042/YS**
DUE DATE/TIME:	**11:00 AM CT, Wednesday, September 30, 2020**
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 Yea-Mei Sauer, ysauer@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.

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 Clark

Deborah L. Clark, Purchasing Agent
Jefferson County, Texas

Publish: Beaumont Enterprise & Port Arthur News – August 26, 2020 and September 2, 2020

IFB 20-042/YS
Term Contract for Aviation Fuel for Jack Brooks Regional Airport
Bids due: 11:00 AM CT, Wednesday, September 30, 2020

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Bid Submissions:

Bidder is responsible for submitting:

- One (1) *original* bid copy to include a completed copy of this specifications packet, in its entirety.
- Two (2) numbered bid *copies* to include at a minimum all pages requiring completion and/or marked with instructions to be returned with bid submission and any other documentation requested within these specifications.

Additionally, Bidder must monitor the Jefferson County Purchasing Department Website (below) to see if addenda or additional instructions have been posted. Failure to return all required forms could result in a response being declared as non-responsive.

https://www.co.jefferson.tx.us/Purchasing/

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, 1st 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.

Bidder shall submit bid in a tightly sealed opaque envelope or box, plainly marked "SEALED BID." The outside of the envelope of box shall also include the Bid Number, Bid Name, Bid 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. Bid Submissions During Time of Inclement Weather, Disaster, or Emergency

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

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

3. 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.

4. Preparation of Bids

The bid shall be legibly printed in ink or typed.

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

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.

5. 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.

6. County Holidays – 2020:

January 1	Wednesday	New Year's
January 20	Monday	Martin Luther King, Jr. Day
February 17	Monday	President's Day
April 10	Friday	Good Friday
May 25	Monday	Memorial Day
July 3	Friday	Independence Day
September 7	Monday	Labor Day
November 11	Wednesday	Veteran's Day
November 26 & 27	Thursday & Friday	Thanksgiving
December 24 & 25	Thursday & Friday	Christmas

7. 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.

8. Emergency/Declared Disaster Requirements

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

9. 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.

10. 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.

11. 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.

12. 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.

13. 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.

14. 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.

15. 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.

16. 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.

17. 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.

18. Currency

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

19. 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.

20. Notice to Proceed/Purchase Order

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

21. 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.

22. Definitions

"County" – Jefferson County, Texas.

"Contractor" – The bidder whose proposal is accepted by Jefferson County.

23. 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 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 Confidential/Proprietary Information

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

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

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

2. Performance

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

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

2.3 Delivery Location. All deliveries will be made to the address(es) specified on the purchase order during normal 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 November 1, 2020, and upon agreement between vendor(s) and Jefferson County for a period of three (3) 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.

5. Federal Emergency Management Agency (FEMA) Mandated Contract Clauses

If applicable to the work and services being performed by CONTRACTOR under the parties' AGREEMENT, the following provisions are adopted and form part of this AGREEMENT:

(A) DAMAGES, 2 CFR §200.326 Appendix II to Part 200 (A)

(1) All work to be performed under this AGREEMENT shall be timely commenced. A breach of this AGREEMENT by Contractor would cause substantial delay in the completion of the required services affecting the safety and welfare of the public.

(2) In the event of Contractor's breach of its performance obligations, County shall have all rights and remedies against Contractor as provided by law.

(B) TERMINATION RIGHTS, 2 CFR §200.326 Appendix II to Part 200 (B)

Termination for Convenience: Whenever the interests of the County so require, County may terminate the parties' Agreement, in whole or in part, for the convenience of the County. County shall give Contractor thirty (30) days prior written notice of termination specifying the portions of the Agreement to be terminated and when such termination will become effective. If only portions of the parties' agreement are terminated, Contractor has the right to withdraw from the parties' Agreement, without adverse action or claims. In the event of a termination for convenience by County, Contractor shall be entitled to payment for all work and services performed by it up to the effective date of such termination.

Termination for Cause: The County may, by written notice of default to Contractor, terminate the parties' Agreement, in whole or in part, if the Contractor fails to satisfactorily perform any provisions of the parties' agreement after a period of ten (10) following Contractor's receipt of a Notice of Deficiency provided by County.

(C) EQUAL EMPLOYMENT OPPORTUNITY CLAUSE (2 CFR §200.326 Appendix II to Part 200 (C))

If applicable to the work and services performed by CONTRACTOR under the AGREEMENT, during the performance of the AGREEMENT, CONTRACTOR shall comply with the Equal Employment Opportunity Clause (41 CFR 60-1.4(b)):

(1) CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. AGREEMENTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

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

(4) CONTRACTOR will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) CONTRACTOR will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor for purpose of investigation to ascertain compliance with such rules, regulations, and orders.

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

(7) CONTRACTOR will include the portion of the sentence immediately preceding paragraph (1) and the provisions of subparagraphs 1 through 7 in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or contractor. CONTRACTOR will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: provided, however, that in the event CONTRACTOR becomes involved in, or is threatened with, litigation with a

subcontractor or contractor as a result of such direction by the administering agency the CONTRACTOR may request the United States to enter into such litigation to protect the interest of the United States.

D. DAVIS-BACON ACT AND COPELAND "ANTI-KICKBACK" ACT, 2 CFR §200.326 Appen. II to Part 200 (D)

If applicable to the work and services performed by CONTRACTOR under the parties' AGREEMENT:

(1) Bacon-Davis Act: Applicable to construction or repair of public buildings or public works. see FEMA Public Assistance Program and Policy Guide, Ch.2(V)(G)(2), page 32 (FP 104-009-2/January 2016);

(2) Copeland "Anti-Kickback" Act: In contracts subject to the Davis-Bacon Act, CONTRACTOR shall comply with the Copeland "Anti-Kickback" Act (40 U.S.C. §3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that the contractor and subcontractor must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The GOVERNMENT must report all suspected or reported violations to the appropriate Federal agency.

If applicable to the work and services performed by CONTRACTOR under the parties' AGREEMENT:

(a) CONTRACTOR shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this AGREEMENT.

(b) CONTRACTOR or subcontractor shall insert in any subcontract the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The CONTRACTOR shall be responsible for the compliance by any subcontractor or lower tier subcontract with all of these contract clauses.

(c) A breach of the AGREEMENT clause above may be grounds for termination of the AGREEMENT, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. §5.12.

E. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT, 2 CFR §200.326 Appendix II to Part 200 (E) (40 U.S.C. 3701-3708)

Contracts in excess of $100,000 that involve the employment of mechanics or laborers shall comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor and its subcontractors shall compute the wages of every mechanic
and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-halftimes the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation: liability for unpaid wages: liquidated damages. In the event of any violation of the clause set forth in paragraph (l) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (l) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (l) of this section.

(3) Withholding for unpaid wages and liquidated damages. The GOVERNMENT shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) The contractor and subcontractor shall insert in any subcontract the clauses set forth in paragraphs (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts.

F. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT, 2 CFR §200.326 Appendix II to Part 200 (F)

If applicable to the work and services performed by CONTRACTOR under the parties' AGREEMENT and if the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the GOVERNMENT wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the GOVERNMENT must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business."

G. CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT, 2 CFR §200.326 Appendix II to Part 200 (G)

CONTRACTOR shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

CONTRACTOR shall include the foregoing requirements in each subcontract exceeding $100,000.

H. ENERGY EFFICIENCY AND CONSERVATION, 2 CFR §200.326 Appendix II to Part 200 (H)

If applicable to the work and services performed by CONTRACTOR under the parties' AGREEMENT, CONTRACTOR shall comply with the mandatory standards and policies of the state regulation promulgated in accordance with the Energy Policy and Conservation Act (42 U.S.C. § 6201).

I. DEBARMENT AND SUSPENSION, 2 CFR §200.326 Appendix II to Part 200 (I)

(1) This AGREEMENT is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the CONTRACTOR is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The CONTRACTOR must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by GOVERNMENT. If it is later determined that the CONTRACTOR did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to GOVERNMENT, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The CONTRACTOR agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C AGREEMENT is valid and throughout the period of performance. The CONTRACTOR further agrees to include a provision requiring such compliance in its lower tier covered transactions.

J. BYRD ANTI-LOBBYING AMENDMENT, 2 CFR §200.326 Appendix II to Part 200 (J)

CONTRACTOR must file with the GOVERNMENT the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. If not provided with the bid response, CONTRACTOR must complete and submit the Certification Regarding Lobbying Form.

K. PROCUREMENT OF RECOVERED MATERIALS, 2 CFR §200.326 Appendix II to Part 200 (K) and 2 CFR §200.322)

(1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired-

(a) Competitively within a timeframe providing for compliance with the contract performance schedule;
(b) Meeting contract performance requirements; or
(c) At a reasonable price.

(2) Information about this requirement is available at EPA's Comprehensive Procurement Guidelines web site, http://www.epa.gov/cpg/. The list of EPA-designate items is available at http://www.epa.gov/cpg/products/htm.

L. AGREEMENTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS (2 CFR §200.321)

Should the CONTRACTOR subcontract any of the work under this AGREEMENT, CONTRACTOR shall take the following affirmative steps: place qualified small and minority businesses and women's business enterprises on solicitation lists; assure that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources; divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises; establish delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and use the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

M. ACCESS TO RECORDS

(1) CONTRACTOR agrees to provide GOVERNMENT, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives' access to any books, documents, papers, and records of the Contractor which are directly pertinent to this AGREEMENT for the purposes of making audits, examinations, excerpts, and transcriptions.

(2) CONTRACTOR agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) CONTRACTOR agrees to provide the FEMA Administrator or his authorized representatives' access to construction or other work sites pertaining to the work being completed under the contract.

N. SEAL, LOGO AND FLAGS

CONTRACTOR shall not use the U.S. Department of Homeland Security's seal(s), logos, crests, or reproductions of flags or likenesses of the U.S. Department of Homeland Security's agency officials without specific FEMA preapproval.

O. COMPLIANCE WITH FEDERAL LAW, REGULATIONS AND EXECUTIVE ORDERS

This is an acknowledgement that FEMA financial assistance will be used to fund the AGREEMENT only. CONTRACTOR will comply will all federal law, regulations, executive orders, FEMA policies, procedures, and directives.

P. NO OBLIGATION BY FEDERAL GOVERNMENT

The Federal Government is not a party to this AGREEMENT and is not subject to any obligations or liabilities to GOVERNMENT, CONTRACTOR, or any other party pertaining to any matter resulting from the contract.

Q. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

CONTRACTOR acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the CONTRACTOR'S actions pertaining to this contract.

Special Requirements/Instructions

The following requirements and instructions supersede General Requirements where applicable.

1. Bid Requirement

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

Bidder is responsible for submitting one (1) *original* bid copy to include a completed copy of this specifications packet in its entirety; and two (2) numbered bid *copies* to include at a minimum all pages requiring completion and/or marked with instructions to be returned with bid submission and any other documentation requested within these specifications.

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

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.

2. Vendor Registration: SAM (System for Award Management).

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

Bidders are strongly encouraged to review their firm's SAM (System for Award Management) status prior to Bid Submission.

3. Awarded Vendor(s): Submission of FORM 1295 (Texas Ethics Commission)

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

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

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

FORM 1295 Exemptions: What type of contracts are exempt from the Form 1295 filing requirement under the amended law? The amended law adds to the list of types of contract exempt from the Form 1295 filing requirement. A completed Form 1295 is not required for:

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

3. Awarded Vendor(s): Submission of FORM 1295 (Texas Ethics Commission) – CONTINUED

Upon entering into a contract or professional agreement, the Jefferson County Purchasing Department will submit a request to the Vendor to both:

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

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

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

4. Multiple Vendor Award

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

5. 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.

6. Payment

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

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

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

7. 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.

8. Insurance

The contractor (including any and all subcontractors as defined in Section 9.1.3 below) shall, at all times during the term of this contract, maintain insurance coverages with not less than the type and requirements shown below. Such insurance is to be provided at the sole cost of the contractor. These requirements do not establish limits of the contractor's liability.

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

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

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

Minimum Insurance Requirements:

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

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

Workers' Compensation	Statutory Coverage (See Section Below)

9. Workers' Compensation Insurance

9.1 Definitions:

9.1.1 **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.

9.1.2 **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.

9.1.3 **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.

9.2 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.

9.3 The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract – refer to Section 8 above.

9.4 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.

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

9.5.1 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

9.5.2 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.

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

9.7 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.

9.8 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.

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

9.9.1 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.

9.9.2 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.

9.9.3 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.

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

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

9.9.4.2 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.

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

9.9.6 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

9.9.7 Contractually require each person with whom it contracts to perform as required by paragraphs 9.1. – 9.7., with the certificates of coverage to be provided to the person for whom they are providing services.

9.10 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.

9.11 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 Yea-Mei Sauer, Contract Specialist, ysauer@co.jefferson.tx.us, regarding any questions or comments. Please reference bid number IFB 20-042/YS.

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 November 1, 2020 through October 31, 2023.**

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 35,000 gallons of AV Gas Low Lead 100 and 500,000 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 FAA approved FAR part 139, ATA 103 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, no more than five (5) years old at the time of delivery. Bidder must specify how service issues will be handled and where the repair services are located. If repair services are outside of Jefferson County, bidder must specify how they intend to move truck and if there will be a replacement truck.

If the bid proposes a lease arrangement, the lease must allow Jefferson County to terminate the lease without penalty upon thirty (30) days written notice. Other lease terms must be submitted with this proposal. Minimum truck specifications must include the following:

- Stainless Steel Tanks
- Single Point Delivery
- Overflow Protection
- 240 GPM Singlepoint Nozzle with Digital Meter Readout
- Two (2) 75 GPM Overwing Nozzle fuel Flow Capability – must be driver side center-mount
- Brake Interlock
- Automatic Transmission
- Automatic Prist Injection
- Compliance with all ATA 103 Regulation and NFPA407 Regulations
- Bottom load point located on passenger side

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.

Bidder Information Form

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

Bid Name & Number: Term Contract for Aviation Fuel for Jack Brooks Regional Airport, IFB 20-042/YS

Bidder's Company/Business Name: Avfuel Corporation

Bidder's TAX ID Number: 382073252

Contact Person: Matt Matthews **Title:** District Manager

Phone Number (with area code): 734-663-6466

Alternate Phone Number if available (with area code): (325) 280-1353

Fax Number (with area code): (325) 672-1410

Email Address: mmatthews@avfuel.com

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

47 W Ellsworth Rd
Address
Ann Arbor, MI 48108
City, State, Zip Code

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 Rd
Address

Ann Arbor | MI | 48108
City | State | Zip

Signature of Person Authorized to Sign

Matt Matthews
Printed Name

District Manager
Title

For clarification of this offer, contact:

Matt Matthews
Name

734-663-6466 | (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: Aviation Fuel for Jack Brooks Regional Airport. Contract Term: Three (3) years from November 1, 2020 through October 31, 2023.

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

This contract shall henceforth be referred to as Contract No. IFB 20-042/YS, 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

Bidder Shall Return Completed Form with Offer.

Bid Form

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

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
35,000 gallons	AV Gas Low Lead 100		$2.50981	$87,843.35
	Platts Reference Price for 8-25-2020	$1.2910		
	Bidder's Markup	$0.92		
	Taxes/Fees per Gallon	$0.1979		
	Unit Price per Gallon (price, bidder's markup, and taxes/fees per gallon)		$2.4089	$84,311.50
	Texas Delivery Fee (per delivery)		$0.10091	$3,531.85

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
500,000 gallons	Jet A		$1.50637	$753,185
	Platts Reference Price for 8-25-2020	$1.11090		
	Bidder's Markup	$0.08		
	Taxes/Fees per Gallon	$0.2459		
	Unit Price per Gallon (price, bidder's markup, and taxes/fees per gallon)		$1.4368	$718,400
	Texas Delivery Fee (per delivery)		$0.06957	$34,785

Name of Company: Avfuel Corporation

Bid Form (Continued)

Credit Cards honored and service fees:

Avfuel Pro Card	0 %	Discover	2.5 %
MasterCard	2.14 %	MultiService	2.9 %
Visa	2.14 %	AvCard	2.25 %
American Express	2.9 %	US Government	3.0 %

Weighted Average of Fees (50% major oil)	$ N/A
Increment due to the Average of Credit Card Fee	$ .022
AV Gas Low Lead 100 Effective Bid Price per Gallon	$ 2.5098
Total Effective Bid per Gallon	$ 87,843.35
Jet A Effective Bid per Gallon	$ 1.50637
Total Effective Bid per Gallon	$ 753.185
Effective Bid Value, Grand Total	$ 841,028.35
Bid Surety	$ N/A
Additional Marketing Support (co-op advertising)	$ 2,675

Avfuel will provide $5,000 for transition costs and marketing support

Refueler Truck

3,000 Gallon Jet A Refueler Truck – Annual Cost:	$ 18,000
Make/Model	2019 Hinu

Name of Company: Avfuel Corporation

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 McKinney, TX

Address: 1500 East Industrial Airport Blvd, McKinney, TX 75069

Contact Person and Title: Kenneth Carley, Airport Director

Phone: 972-547-3401 Fax: 972-562-6686

Email Address: kcarley@flytki.com Contract Period: 5 years

Scope of Work: Supply 4 trucks, roughly 1.8 million gallons/year

REFERENCE TWO

Government/Company Name: Texas Gulf Coast Regional Airport (Brazoria County)

Address: 800 Airport Way, Angleton, TX 77515

Contact Person and Title: Jeff Bilyeu, Director of Aviation

Phone: 979-849-5755 Fax: 979-848-1428

Email Address: jbilyeu@brazoria-county.com Contract Period: 5 years

Scope of Work: 500,000 gallons per year, airport fuel and services

REFERENCE THREE

Government/Company Name: City of Georgetown, TX

Address: 500 Terminal Rd, Georgetown, TX 78628

Contact Person and Title: Joe Carney, Airport Manager

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

Email Address: airport@georgetown.org Contract Period: 5 years

Scope of Work: 650,000 gallons per year, airport fuel and services

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)

Matt E Matthews
Signature

47 W Ellsworth Rd
Street & Mailing Address

Matt Matthews
Print Name

Ann Arbor, MI 48108
City, State & Zip

9/25/20
Date Signed

734-663-6466
Telephone Number

325-672-1410
Fax Number

mmatthews@avfuel.com
E-mail Address

Bidder Shall Return Completed Form with Offer.

Conflict of Interest Questionnaire

CONFLICT OF INTEREST QUESTIONNAIRE — FORM CIQ

For vendor doing business with local governmental entity

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

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

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

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

OFFICE USE ONLY
Date Received

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

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

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

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

N/A

Name of Officer

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

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

☐ Yes ☒ No

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

☐ Yes ☒ No

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

☐ Yes ☒ No

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

4

There is no conflict of interest

Signature of vendor doing business with the governmental entity — Date: 9/29/20

Adopted 8/7/2015

Bidder Shall Return Completed Form with Offer.

Local Government Officer
Conflicts Disclosure Statement - OFFICE USE ONLY

LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT

FORM CIS

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

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

OFFICE USE ONLY

Date Received

1 **Name of Local Government Officer**

2 **Office Held**

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

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

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

Date Gift Accepted _____ Description of Gift _____

Date Gift Accepted _____ Description of Gift _____

Date Gift Accepted _____ Description of Gift _____

(attach additional forms as necessary)

6 **AFFIDAVIT**

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

_____
Signature of Local Government Officer

AFFIX NOTARY STAMP / SEAL ABOVE

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

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

Adopted 8/7/2015

No relationship exists with any local government officer

9/25/20

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.

Matt Matthews
Printed Name of Authorized Representative

Matt C Miller
Signature

District Manager
Title

9/25/20
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: Avfuel will not use subcontractors for the required business

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: Matt E Matthews

Date: 9/25/20

E-mail address: mmatthews@avfuel.com

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

Name (print or type): Brandi Bates

Title: Billing & Merchant Services Manager

Date: 9/23/2020

E-mail address: bbates@avfuel.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 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 Rd, 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**
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.

House Bill 89 Verification

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

1. Does not boycott Israel currently; and

2. Will not boycott Israel during the term of the contract.

Pursuant to Section 2270.001, Texas Government Code:

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

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

Matt E Matthews
Signature of Company Representative

9/25/20
Date

On this 25th day of September, 2020, personally appeared Matt E. Matthews, the above named person, who after by me being duly sworn, did swear and confirm that the above is true and correct.

Notary Seal

CHERYL A KORMOS
County of Lenawee
NOTARY PUBLIC
Expires 03-12-2022
STATE OF MICHIGAN

Cheryl A Kormos
Notary Signature

9/25/2020
Date

Bidder Shall Return Completed Form with Offer.

Senate Bill 252 Certification

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

_____
Company Name

_____
IFB/RFP/RFQ number

Certification check performed by:

_____
Purchasing Representative

_____
Date

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 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 Michigan COUNTY OF Washtenaw

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Michigan 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 or 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: 734-663-1681 Telephone# 734-663-6466

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

Signature: Matt E Matthews

SUBSCRIBED AND SWORN to before me by the above-named Matt E Matthews on this the 25th day of September, 2020.

Cheryl A Kormos
Notary Public in and for the State of Michigan

CHERYL A KORMOS
County of Lenawee
NOTARY PUBLIC
Expires 03-12-2022
STATE OF MICHIGAN

Bidder Shall Return Completed Form with Offer

[redacted]

Avfuel Proposal

JACK BROOKS REGIONAL AIRPORT

Term Contract for Aviation Fuel for Jack Brooks Regional Airport

IFB 20-042/YS | September 30, 2020

Prepared by:
Matt Matthews
District Manager
mmatthews@avfuel.com

Submitted by:
Avfuel Corporation
47 West Ellsworth Rd.
Ann Arbor, MI 48108 | 734-663-6466

Important: This comprehensive proposal is submitted for approval within 90 days and is subject to the execution of the contract documents satisfactory to both parties, which will incorporate the proposal terms and, when executed, become binding to both parties.

September 30, 2020

Deborah L. Clark
Purchasing Agent
Jefferson County Purchasing Department
1149 Pearl Street, 1st Floor
Beaumont, TX 77701

RE: IFB 20-042/YS Term Contract for Aviation Fuel for Jack Brooks Regional Airport

Dear Ms. Clark,

Thank you for taking the time to learn how Avfuel Corporation's competitive support systems can contribute to the growth of your unique operation. The following branding proposal outlines Avfuel's ability to supply aviation fuels and services—including marketing and branding support—at Jack Brooks Regional Airport. Backed by proven solutions and high-touch, dedicated employees, I am confident our partnership can help you grow your business and increase your market share in a competitive landscape.

Avfuel's robust supply network, proprietary training and operational systems make it the industry's most reliable and capable fuel provider. **Working as a team, our goal is to achieve the following objectives for your operation:**

- Uninterrupted fuel supply
- Increased fuel sales
- Greater connectivity and visibility with targeted customers and prospects
- Streamlined operations to optimize efficiency
- Improved loyalty among existing customers
- Effective short-term and long-term growth strategies

Avfuel exclusively focuses on aviation. With that dedication across more than 45 years, we've become much more than a fuel supplier; we're an all-round aviation facilitator, delivering "fuel ... and so much more." Our diverse business lines and competitive programs propelled us to the forefront of the aviation industry and gained us a loyal following among pilots and flight departments. And we look forward to putting these same programs—along with our reputation and aviation commitment—to work for you.

I look forward to further discussing how your operation would benefit from joining the Avfuel Network; in the meantime, please do not hesitate to contact me with any questions.

Best regards,

AVFUEL CORPORATION

Matt Matthews
District Manager

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Meet Avfuel: Your everything fuel supplier

As a global supplier of aviation fuel and services, our operational expertise in every sector of the aviation value chain supports a diverse market of customers around the world: FBOs, flight departments, military aircraft, commercial airlines and everyone in-between. Our industry involvement facilitates our goal of driving traffic to the Avfuel Network, connecting you with more customers, more markets and more opportunities.



Differentiators

- Aviation-only focus
- Robust contract fuel program proven to attract customers and enhance fuel sales
- Consistent, stable growth across 45+ years
- A full sales and marketing team dedicated to you
- Avfuel-provided training resources
- Portfolio of in-house solutions proven to grow your business
- Industry's most popular loyalty program
- Industry's only referral & rewards program for FBO staff

At-A-Glance

- Founded in 1973
- 100% dedicated to aviation
- 23% FBO market share in the U.S.
- Touch 1 in every 3 U.S. business flights
- 650+ Avfuel-branded locations
- 3,000 fueling locations around the world

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Financial Summary

Product/Service	Price	More Information
JET A	$1.50637/Gallon as of 8/25/2020	Page 5
Avgas 100 LL	$2.50981/Gallon as of 8/25/2020	Page 5
Fuel Truck: 2019 Hinu	$18,000/Year	Page 7
Credit Card Rates	0% Processing Avfuel Contract Fuel *All other rates competitive*	Page 8
Branding & Signage Exterior, Lobby, Refueler	FREE	Page 8
Co-op	FREE	Page 8
Avfuel Contract Fuel Sales Assistance	FREE	Page 9
AVTRIP Triple Point Promotion for First 90 days	FREE	Page 10
Avfuel Network Referrals & Rewards	FREE	Page 11
Avfuel Marketing	FREE Avfuel will provide $5,000 for transition costs/marketing support	Page 12 – 14
Co-op	FREE	Page 8
Online Avfuel Training System	INITIAL SETUP FEE WAIVED *Optional subscription; fee based on selected FAA-approved programs; unlimited number of users*	Page 15
Quality Assurance	FREE 24/7/365 Support, Annual Inspections, Forms, Posters, Materials	16
The Avfuel Hub	$0/month software license $0/month printer	Page 17
In-house Trip Support Team Directing International Operators to Your Ramp	FREE	Page 18
Insurance: Third-party $50 million USD excess products liability coverage	FREE	Page 19

TERMS: Avfuel submits this proposal in conjunction with a three (3) year aviation fuel supply agreement. All payment is due net 10 days via EFT. Credit card funds and contract fuel into-wing fees are remitted twice per week.

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Relationships with 90+ refiners & 300+ supply terminals means higher reliability and more value.

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
35,000 Gallons	AV Gas Low Lead 100		$2.50981	$87,843.35
	Platts Reference Price for 8-25-2020	$1.2910		
	Bidder's Markup	$0.92		
	Taxes/Fees per Gallon	$0.1979		
	Unit Price per Gallon (price, bidder's markup, and taxes/fees per gallon)		$2.4089	$84,311.50
	Texas Delivery Fee (per delivery)		$0.10091	$3,531.85

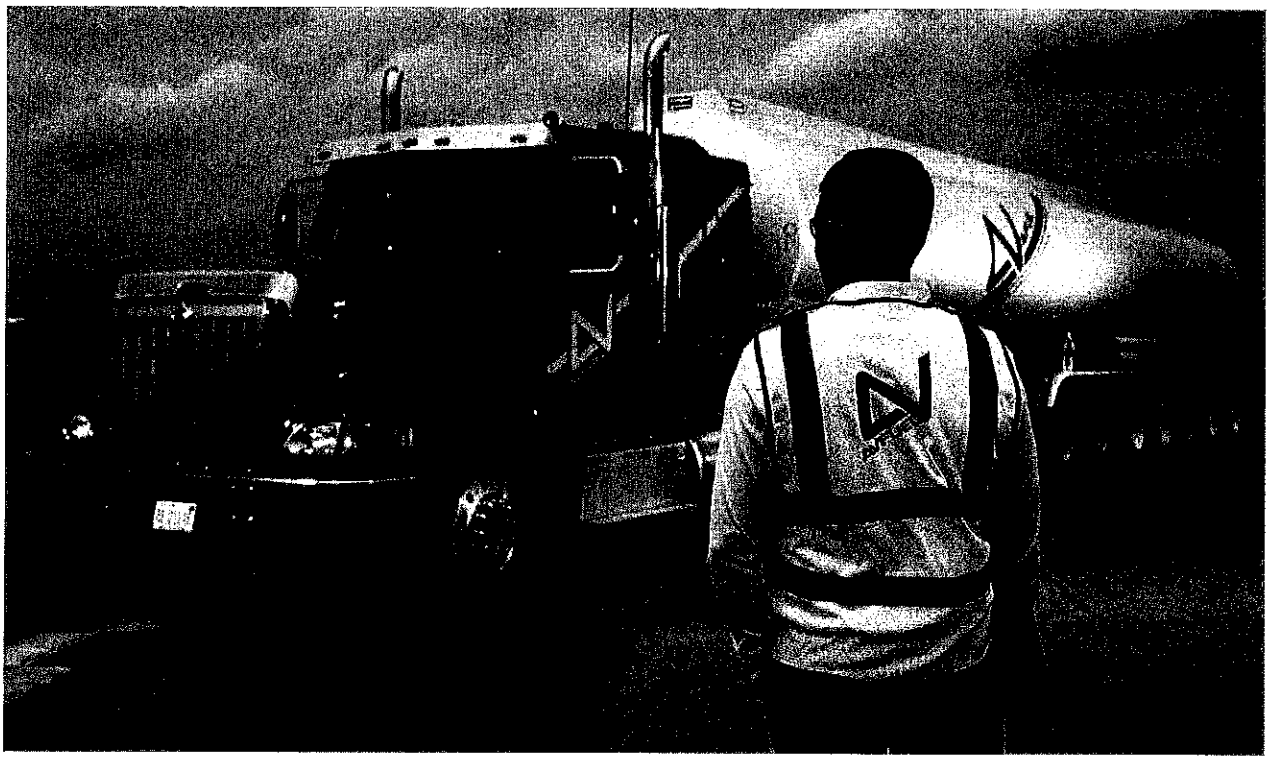
Item 2. Price for Jet A is the price in effect at the time of delivery and is based on a formula price using Platts, U.S. Gulf Coast pipeline mid using Monday through Friday average effective on Tuesdays, plus freight, plus bidder's markup per gallon, plus tax in effect.

Estimated Quantity	Description		Unit Price per Gallon	Estimated Total Price per Year
500,000 Gallons	Jet A		$1.50637	$753,185
	Platts Reference Price for 8-25-2020	$1.1109		
	Bidder's Markup	$0.08		
	Taxes/Fees per Gallon	$0.2459		
	Unit Price per Gallon (price, bidder's markup, and taxes/fees per gallon)		$1.4368	$718,400
	Texas Delivery Fee (per delivery)		$0.06957	$34,785

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Supply & Logistics

Relationships with 90+ refiners & 300+ supply terminals means higher reliability and more value.



Supply and logistics are essential to your operation. Avfuel's expertise ensures that nothing comes between you and your fuel. We are the definitive experts at transporting product from thousands of supply points via pipeline, barge, rail and truck. Avfuel is proactive, making sure the fuel you need is available when and where you need it, even during market fluctuations and emergencies.

- Core-competent in the movement, scheduling and safe handling of aviation fuel
- Global agreements with 90+ refiners and 300+ supply terminals for uninterrupted supply
- Large network of 100+ over-the-road transport carriers
- 24/7/365 availability
- Connection to an in-house logistics team, not a machine

Fuel ordering: Avfuel dispatch is available 24/7/365. All calls are promptly received and handled by Avfuel's dispatch professionals.

- Avfuel dispatchers are logistics experts with years of experience handling all types of fuel deliveries under special circumstances
- Fuel deliveries typically on 24-hour notice for Jet A and 48-hour notice for Avgas
- Special events and emergency orders handled by experts on an individual basis

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Refueling Equipment & Rates

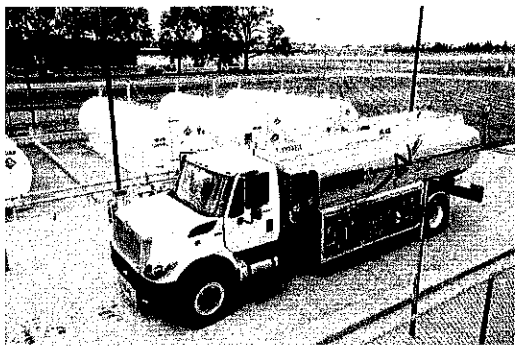
A full, dedicated shop team keeps refueler trucks on your ramp.

Avfuel has the following refueling equipment available for lease:
Lease rates exclude any applicable taxes.

Year	Make	Type	Capacity	Lease rate
2019	Hinu	Jet A	3,000 gallon	$18,000/year ($1,500/month)

Refueler Program Details

- Maintenance responsibilities: Avfuel covers overhaul/replacement of engine, transmission, differential and belly valve if deemed necessary. Customer is responsible for all other maintenance, including preventative maintenance, pumping system and product filters.
- Avfuel will use Eagle Services and Bassco Services out of Houston, Texas, for repairs on the refueler trucks.
- Loaner refueler trucks are available at no cost for 45 days for emergency/special event needs—Customer pays transportation costs.



Avfuel will provide decals to rebrand current refueling equipment.

Refueling equipment is a critical component of your FBO's daily business. Our refuelers feature advanced, but proven, technologies designed to get the job done. The design allows for optimum operational efficiency and is backed by a professional team of specialists who realize you can't afford to have a fuel truck down.

- State-of-the-art, 33,000 square foot dedicated facility
- Largest refueler fleet in the U.S.—more than 700 vehicles
- Extensive, personalized support
- Maintenance guidelines
- Large inventory of parts and supplies
- Advanced meter systems available

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Credit Card Rates & Processing

Benefit from zero percent processing with the Avfuel Pro Card.

Card Type	Rate	Card Type	Rate
Avfuel Pro Card	0.0% Contract Fuel | 2.1% Retail- & Non-Fuel	**Discover**	2.5%
Avfuel Contract Fuel	0.0% Fuel | 2.1% Non-Fuel items	**American Express**	2.9%
Avfuel Retail Card	0.0% Avgas | 2.1% Jet & Non-Fuel	**MultiService**	2.9%
Cessna Contract Fuel	0.0% Fuel | 2.1% Non-Fuel	**Avcard**	2.25%
MasterCard	2.14%	**Government AIRCard**	0.0% Contracted 3.0% Non-Contracted
Visa	2.14%	**The Avfuel Hub**	$0/month software $0/month optional printer

All transaction data is accessible via the Avfuel Hub (see page 17) | All payments are electronically processed | Credit card funds are remitted to FBO twice per week | Compatible with current versions of Total Aviation Software, Total FBO, X-1 FBO, essintaWINGS, AVMAN, QT and FuelMaster.

Branding Package

NOTE: Avfuel will provide you with $5000 for transition costs/marketing support

Outdoor Signage

Avfuel will provide or reface an existing pole sign and/or wall sign using existing electric connections and foundation at no cost to your FBO.

Bonus Branding

Upon request, Avfuel can also provide your facility with the following Avfuel-branded items:

- Windsocks
- Welcome mats
- Uniform patches
- Hats
- Point-of-purchase displays & interior signage

Refueler Truck Branding

Avfuel will provide decals to rebrand current refueling equipment.

Co-op Advertising

Avfuel sets aside funds from your retail purchases that can be used for additional marketing of your FBO.

- Can be used for virtually any advertising medium (web, print, direct-mail, uniforms, etc.)
- $0.005 on all general aviation gallons sold (excludes military, airline and contract fuel gallons sold)

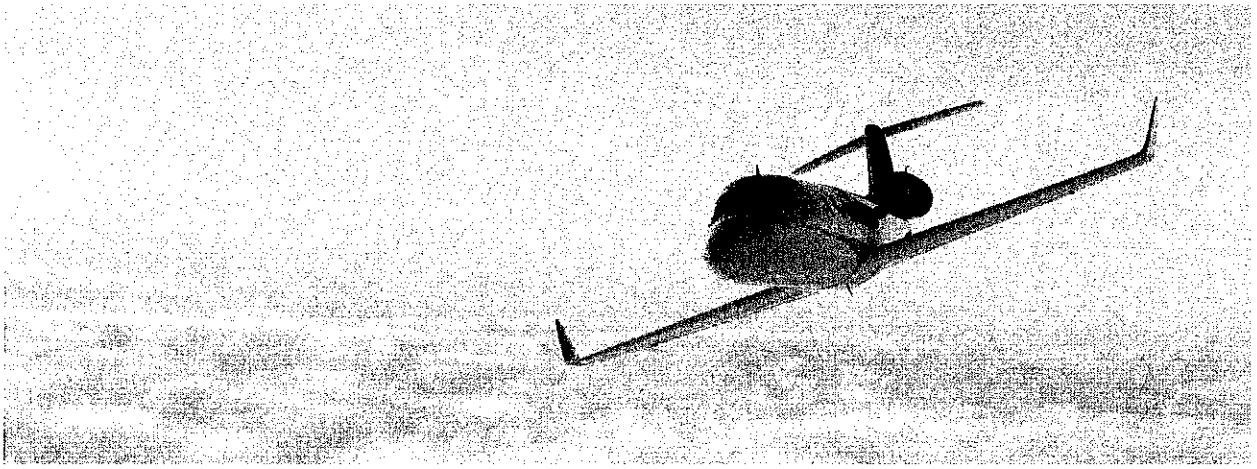
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Avfuel Contract Fuel

Our sales team works as an extension of your FBO, reaching out to 5,500 customers.

Targeted Sales Strategy for Effective Growth

Avfuel Contract Fuel Sales collaborates with you to develop a targeted list of prospects to communicate with on your behalf; established relationships with thousands of flight departments instantly injects you into this rich market.



Beneficial for Business

5,500+ Customers

20,000+ Turbine Aircraft

3,000+ Locations Worldwide

0%

ZERO processing fees for fuel on Avfuel Contract Fuel transactions

- Transacted with the Avfuel Pro Card; can be used for contract fuel, retail fuel and non-fuel flight expenses. Cardholders enjoy zero fees
- Improve margins with custom into-plane rates
- Approved direct-bill format for fractional operators—NetJets, Flight Options, Flexjet

- All third-party (reseller) transactions are processed through your POS to streamline billing and reduce receivables
- Leverage market data (TRAQPak/AMSTAT, FAA, etc.), flight patterns and buying history for a targeted approach to prospecting
- No need to split transactions. Fuel and non-fuel items can be on the same invoice

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AVTRIP Rewards

Benefit from the only proven sales-enhancement tool offered by any fuel supplier.

Established in 1988 to reward flight crew members for their loyalty and fuel purchases, AVTRIP remains the most popular incentive program in the industry. Members enjoy higher earning potential with tiered membership—silver, gold or platinum—which further incentivizes pilots to visit Avfuel FBOs that offer AVTRIP and uplift more fuel.



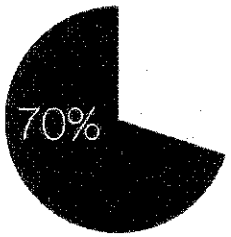
47K registered members



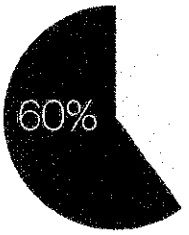
25K active members per quarter



50% purchase more fuel with AVTRIP



70% say FBO decision influenced by AVTRIP



60% prefer AVTRIP rewards

	Silver	Gold	Platinum
Requirements			
Gallons	0-7,499	7,500-29,999	30,000+
	or	*or*	*or*
Unique FBO Visits *Requires fuel purchase to qualify*	0-9	10-24	25+
Benefits			
Bonus point events	▪	▪	▪
Accelerator rate	8%	10%	12%
2 points/gallon	▪	▪	▪
Extra points/gallon		.5	1
Exclusive bonus days		▪	▪
Special gifts			▪
VIP access to events			▪

Low Cost:

- **$0.01 per point. Minimum of two points per gallon**
- **Avfuel pays for extra gold and platinum points**
- **Softens need for discounts**

AVTRIP is the preferred program for:

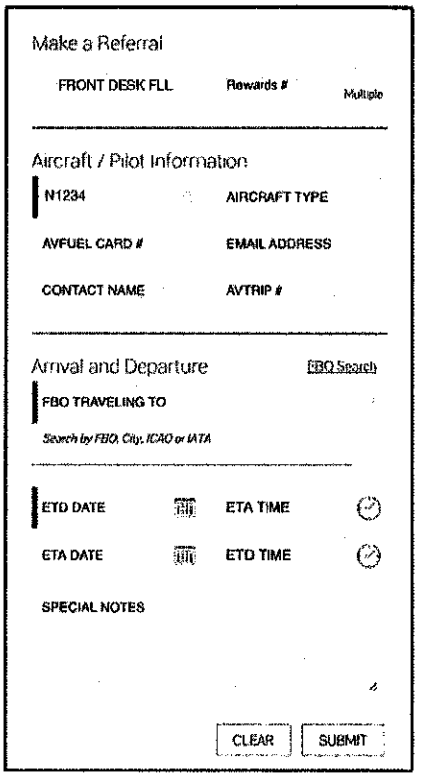
- Member experience
- Ease of use at the counter
- Overall communication
- Ease of online account management
- Ease of award redemption
- Number of locations

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65% of new business comes from referrals. We capitalize on that.

Avfuel Network Referrals

This web-based system (pictured below) is designed to increase referrals within the Avfuel Network of 650+ branded FBOs for enhanced connectivity—the ultimate way to take advantage of a network of our size and scope. FBOs simply ask pilots where they're headed next and suggest an Avfuel-branded FBO near them using the portal. The program thrives on a system of reciprocity—just as you refer pilots to other FBOs, other FBOs refer pilots to you. Your FBO is notified every time you are referred, giving you a strategic advantage to earn business and increase visibility.





Avfuel Network Rewards

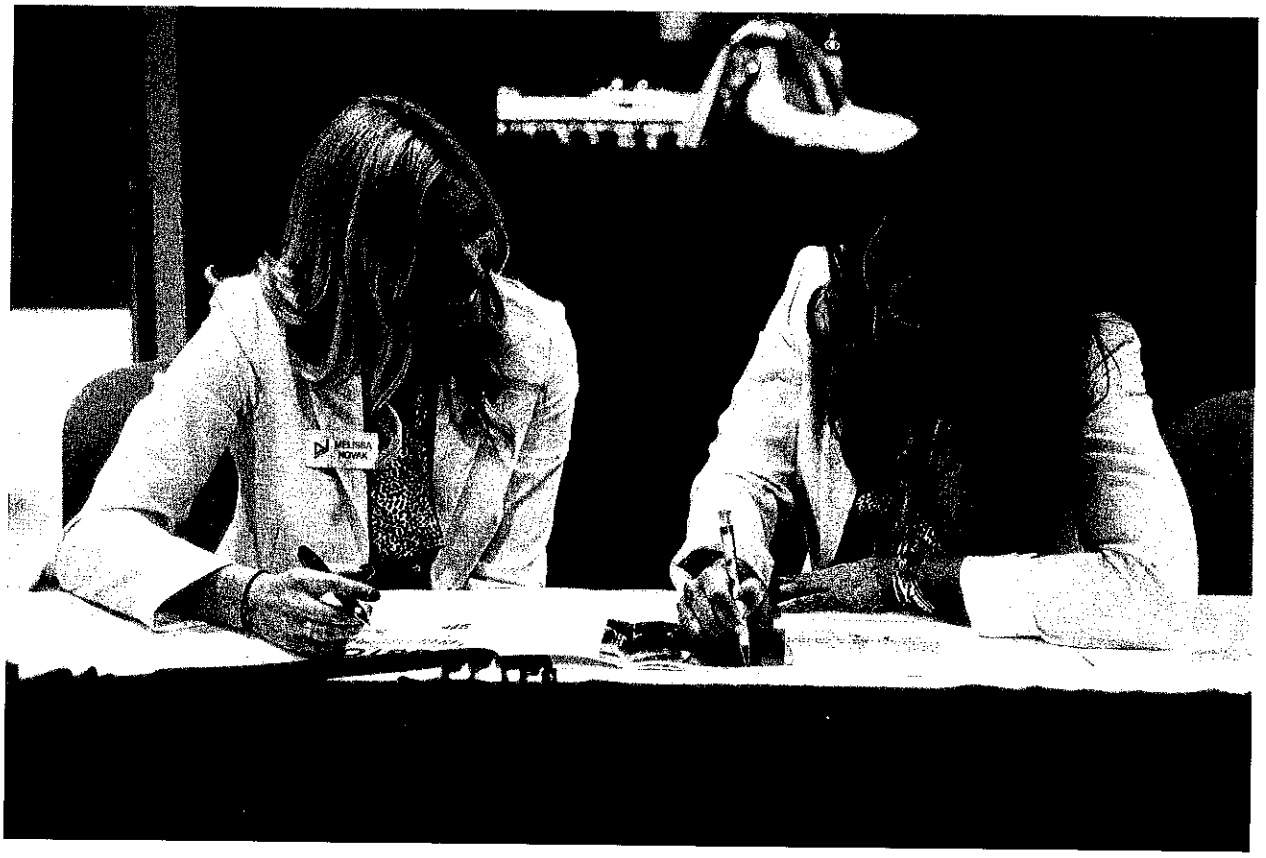
As Avfuel's way of thanking FBO employees, Network Members earn Avfuel Network Rewards for engaging with the network. This includes earning points that translate to cash awards for every referral members make through Avfuel Network Referrals. With Network Points, FBO staff members earn 200 Network Points/referral, and every 5,000 Points equates to $25 in awards. Because more engagement makes for a more robust program and stronger network.



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Avfuel Marketing Overview

The power of personalized strategy.



As a member of our network, our marketing team works for you, providing creative strategies customized to meet your specific needs.

Avfuel marketing combines proven communication platforms with innovative technologies to help you attract business, earn customer loyalty and increase sales. Additionally, Avfuel provides a number of training and support solutions to facilitate the implementation of our marketing efforts and support our commitment to your FBO.

The Avfuel Marketing System taps into the power of the entire Avfuel Network, giving your individual FBO the reach of a widely-recognized global brand and putting you squarely in front of Avfuel's wide variety of aviation customers.

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Avfuel Marketing Capabilities

Slash your marketing budget—our team delivers on your needs for free.

Brand/Image

- Launch or rebrand
- Strategies to build brand value
- Brand audits
- Concept, graphic design and content support
- Media buying and planning
- Interior/exterior facility design
- Uniforms

Print

- Magazines, trade publications, directories, brochures
- Newsletters, business cards, letterhead and other collateral
- Posters, billboards, custom interior lobby artwork
- Custom mailers

Public Relations

- Communications/PR strategies
- Social media strategies
- Press releases
- Internal and external communications

Sales and Training Support

- AVTRIP—utilization and how to use as a sales tool
- Customer Service
- Rampside Training
- Contract Fuel
- Leveraging Card Processing

Digital

- All web advertising
- Email communications
- Custom corporate videos
- Newsletters
- Website design/content consultation

Special Event Assistance

Concept, creative and content support for all events, industry conferences and meetings

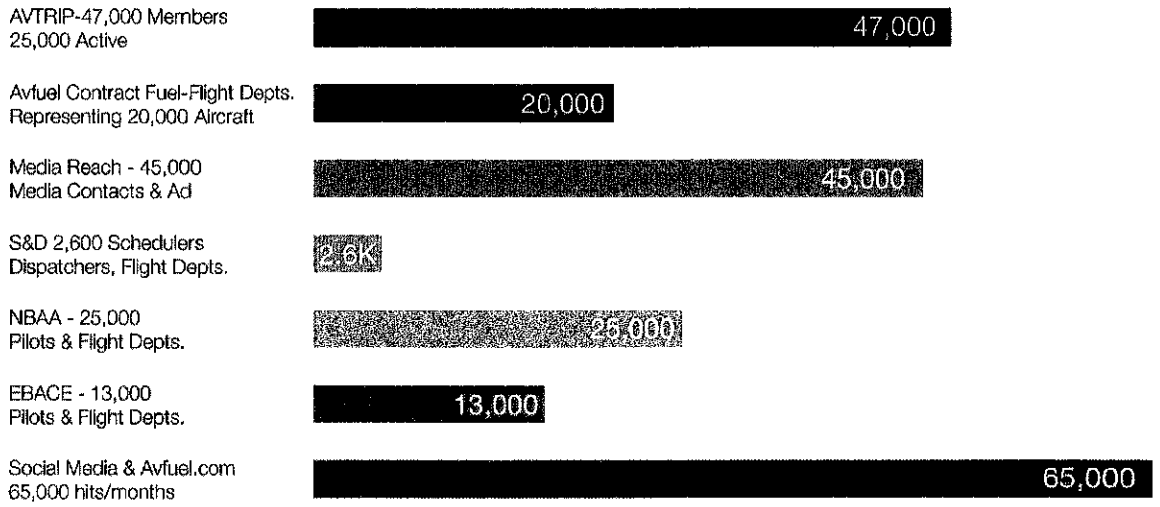
Marketing Campaigns

Conceptualize, develop and help distribute custom marketing campaigns

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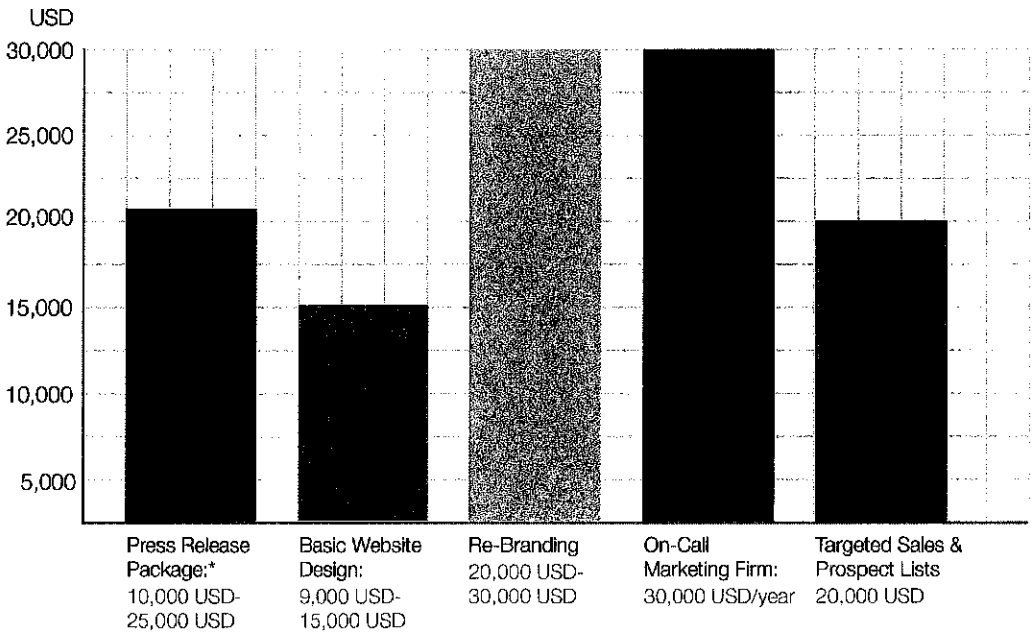
Avfuel Marketing by the Numbers

Audience exposure by medium.



- Listing on avfuel.com, features, press release, social media: **65K impressions/month.**
- Premium location on exhibition floorplans: **40.6K attendees**
- Ad placement & press release: **45K contacts/subscribers.**
- Multiple unique features in E-newsletters and convention-related communications: **25K AVTRIP members & 20K aircraft**

Average price to contract an outside firm



As an extension of your team, Avfuel's marketing services are free for your use.

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Avfuel Training System

ATS

One ATS subscription that covers every employee means safe operations for less.

Online:

Avfuel offers its branded FBOs access to the online Avfuel Training System (ATS), **which includes FAA-Approved Line Service Fuel Safety Training and Supervisory Fuel Safety Training to satisfy 14 CFR 139.321**. Upon completion, employees receive a Line Service Fuel Safety Training Certification or Supervisory Certification equivalent to NATA. Please see the below for a breakdown of this system's programs and lessons:

FAA-Approved Line Service Fuel Safety Training
& FAA-Approved Supervisory Fuel Safety Training

- Fuel Handling and Fire Safety
- Aviation Fuels and Additives
- Fuel System Icing Inhibitor (FSII)
- Contaminants and Fuel Testing Methods
- Procedures for Receiving a Load of Aviation Fuel
- Aviation Fueling Components
- Fuel Storage Systems
- Mobile Refueling Equipment
- Aircraft Fueling and General Operations
- Record Keeping Best Practices
- Supervisor Specific: Effective training techniques

Avfuel Customer Service Training

- Culture and Brand
- Service Essentials
- Amaze and Wow

Avfuel Front Counter Training

- Avfuel Contract Fuel
- AVTRIP
- Avfuel Network Referrals & Rewards

Online ATS Cost

All subscriptions include unlimited seats for the year, and training on customer service, front counter and ramp safety.

- With FAA-Approved Line Service Training*
  FREE INITIAL ~~$750.00 for initial~~ | $300 renewal
- With FAA-Approved Supervisory Training
  PLUS FAA-Approved Line Service Training*
  FREE INITIAL ~~$1250 for initial~~ | $500 renewal
- General Fuel Safety Lesson Free to Avfuel-branded FBOs

**Part 139*

Ramp Safety

- Aircraft Marshalling
- Aircraft Towing Equipment
- Aircraft Towing Procedures
- De-icing and Anti-icing Introduction
- De-icing and Anti-icing Fluid Handling Procedures
- De-icing and Anti-icing Fluid Application
- General Aviation Security

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In Person:

Supervisory Fuel Safety Training Seminar

Avfuel offers free 14 CFR FAA-approved Part 139 Fire Safety and Fuel Quality Assurance Training Seminars for Supervisors.

Avfuel's QA team is available 24/7/365

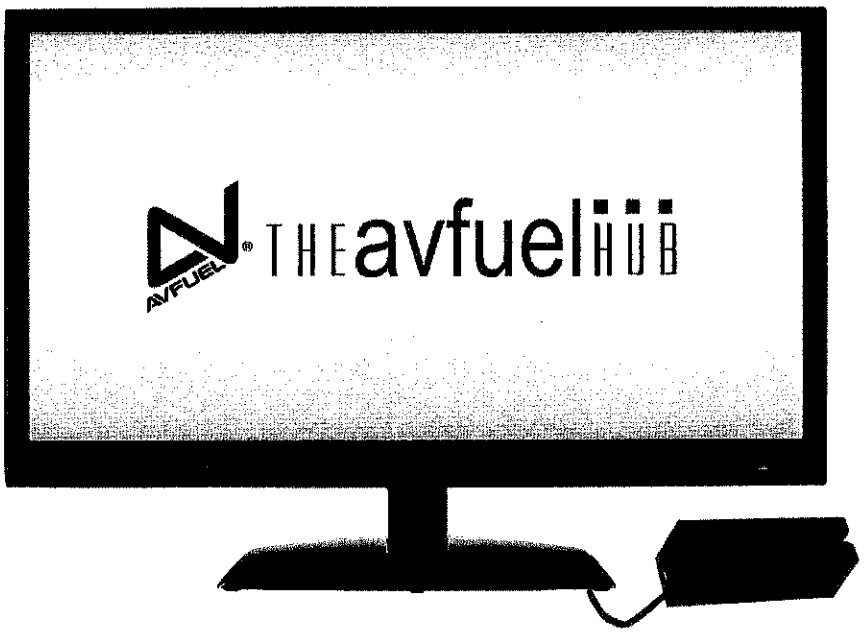
Our fuel quality assurance team is a group of recognized experts that work with FBOs, transport companies, terminals and handlers on the proper handling of aviation products. For proactive quality assurance support, Avfuel will provide annual inspections and onsite training on product integrity and quality control. Forms will be provided free of charge for airport personnel to record their daily inspections of fuel farm, refueling equipment, receipt of transports and inventory control. A manual for aircraft identification, fueling ports, weight, wingspan power hook up points, etc., will be provided, as well as an aircraft towing manual. Avfuel will also provide Jack Brooks Regional Airport with aircraft ground service and towing guide reference books, and FBO incident reporting procedure posters at no cost. Furthermore, Avfuel also has aviation equipment and quality control items available for purchase at a discount for Avfuel-branded locations.

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The Avfuel Hub

Streamline your operations with more efficient transactions.

Avfuel will provide your operation with the Avfuel Hub, Avfuel's proprietary web-based point-of-sale and processing system, which centralizes and streamlines the sale of fuel, products and services at your FBO. Designed with the user in mind, the Avfuel Hub increases transaction efficiency and allows for a more customer-focused experience.



Core features

- Electronic processing of all transactions (sales, voids, credits, post-authorizations)
- Integrated with Avfuel Contract Fuel and AVTRIP rewards
- Easy customer look-up by name, tail number, city 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, improving credit card security
- A variety of reports are available for download and import into various accounting software

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Avplan Trip Support

Directs high-volume, international operators to your FBO.



Avplan is Avfuel's trip-planning and flight-support company that facilitates high-volume clients with personalized service for all travel—domestic and global. Combined with Avfuel Contract Fuel and AVTRIP rewards, Avplan lands Avfuel FBOs more business.

- Actively directs flights to the Avfuel Network of FBOs for fuel and services
- Puts Avfuel FBOs on the flight path of more customers from more countries
- Serves clients with a team of in-house meteorologists, planners and flight-followers

---

More than 30 years of professional experience in aviation planning, including:

- Flight following
- Communications
- Government agency relations
- NOTAMs
- Permits
- Arrival and departure slots
- Computerized flight planning
- Weather services
- Visas

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Avsurance Corporation

Manage your risks with $50 million USD excess products liability coverage.



Avfuel's in-house aviation insurance subsidiary, Avsurance, has nearly 30 years of hands-on experience providing coverage to FBOs and airports.

- Avfuel-branded operations are granted third-party $50 million USD excess products liability coverage for fueling operations, provided underlying requirements are met.
- Requirements: Certificate of Insurance evidencing $1 million USD CSL airport premises and products liability with Avfuel as additional insured.

Insurance coverage for all FBO needs is available, including items such as courtesy cars, aircraft maintenance, environmental exposure, fuel farms and more. Coverages include, but are not limited to:

- Aviation general liability insurance
- Premises insurance
- Hangar keepers insurance
- Airport insurance
- Heliport insurance
- Airport property insurance
- Helicopter insurance
- Workers' compensation
- Aircraft hull and liability insurance
- Air ambulance insurance
- Heavy lift insurance
- Pipeline patrol insurance
- Part 135 insurance
- Part 91 insurance
- Scheduled 121 operator insurance
- Cargo insurance
- Freight insurance
- Flight school insurance
- Environmental liability insurance
- Crew car insurance
- Commercial auto insurance
- Mobile equipment insurance
- Commercial property insurance
- Products & completed operation insurance

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Sustainability Initiatives

Avfuel's leading the mission to bring sustainable solutions to customers



Efforts to Bring Sustainable Aviation Fuel (SAF) to Market

Demonstrate

Avfuel routinely supplies SAF in limited quantities for special events at FBOs, airports and major OEM bases across North America.

Educate

Avfuel participates in educational technical/commercial panels at conventions/symposiums both domestically and internationally, in addition to working with the media, industry associations and Avfuel's outlets on awareness.

Consult

Avfuel consults with all customer segments—including FBOs, airports, corporate flight departments, airlines and fractional/charter operators—as they integrate SAF into their sustainability metrics, and secures commitments to encourage greater production.

Source

Avfuel has an agreement with Gevo, Inc., to be its bizav SAF supplier in North America, becoming one of only two fuel suppliers with a direct supply contract. Avfuel works globally to secure additional reliable sources of SAF and determine the most effective logistics plan to source, blend, test and store the product.

Contribute

Avfuel is a leading contributor in the business aviation environmental and sustainability coalition, collaborating with GAMA, NATA, NBAA, IBAC, CAAFI, A4A and AAAE.

Avfuel's Carbon Offsetting Program

Avfuel launched a simple-to-use carbon offset program, allowing operators to purchase carbon credits to help reach net-zero carbon emissions. Flight operations can offset their carbon emissions by designating a specific number of gallons to offset when creating an Avfuel Contract Fuel authorization online, or by opting to offset emissions from all gallons of fuel purchased through Avfuel. **Every carbon credit offsets approximately 100 gallons of jet fuel.**

Visit avfuel.com/offset and avfuel.com/Fuel/Alternative-Fuels for more details on each initiative.

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Appendix A: Sample Marketing Materials

Print Advertising & Re-Branding

Concept & Design of Campaign & Associated Materials

Script Logo with Airplane

"Aviation" fully proportioned underneath Castle & Cooke

Castle & Cooke
AVIATION

Castle & Cooke
AVIATION

Castle & Cooke
AVIATION

Script-only Logo

This is the preferred logo to be used in all scenarios. If appearing on a dark background, logo should be switched to white. The all-black logo should only be used in scenarios where only black and white can be used.

In any instance where this logo is used, the aircraft & jetstream graphic must also be used in the same viewable space.

Castle & Cooke
AVIATION

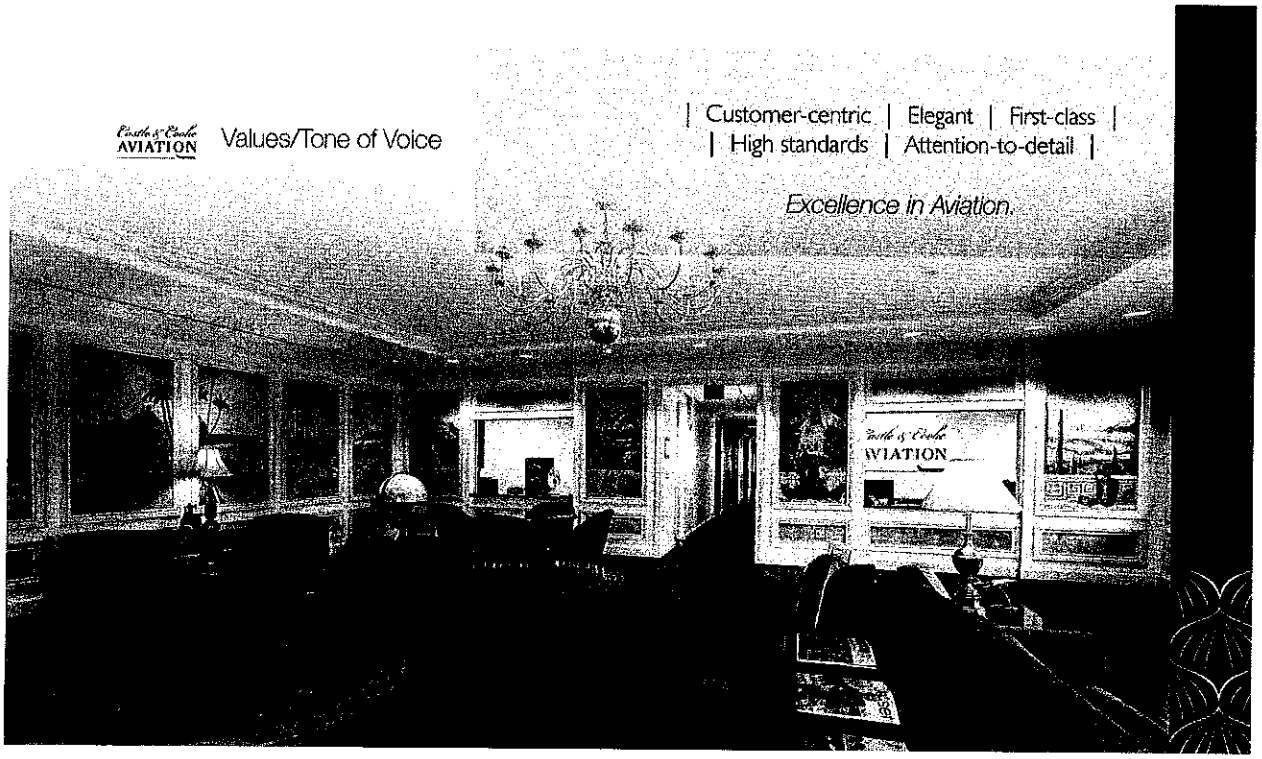
Castle & Cooke
AVIATION

Castle & Cooke
AVIATION

Castle & Cooke AVIATION Values/Tone of Voice

| Customer-centric | Elegant | First-class |
| High standards | Attention-to-detail |

Excellence in Aviation.



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Logo Design

Collaborative Design Work









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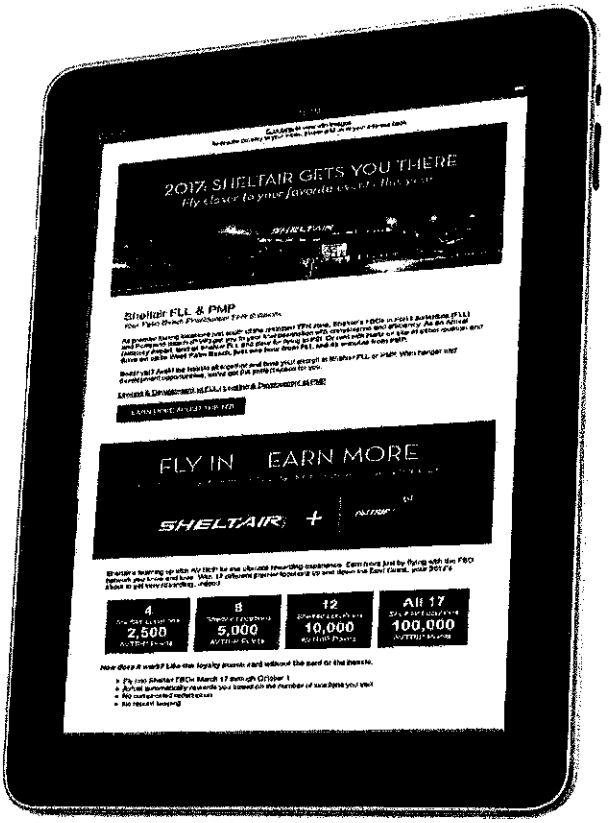
Special Promotions

Conceptualization, Design, Copy Writing & Execution Support

Point of Purchase Signage

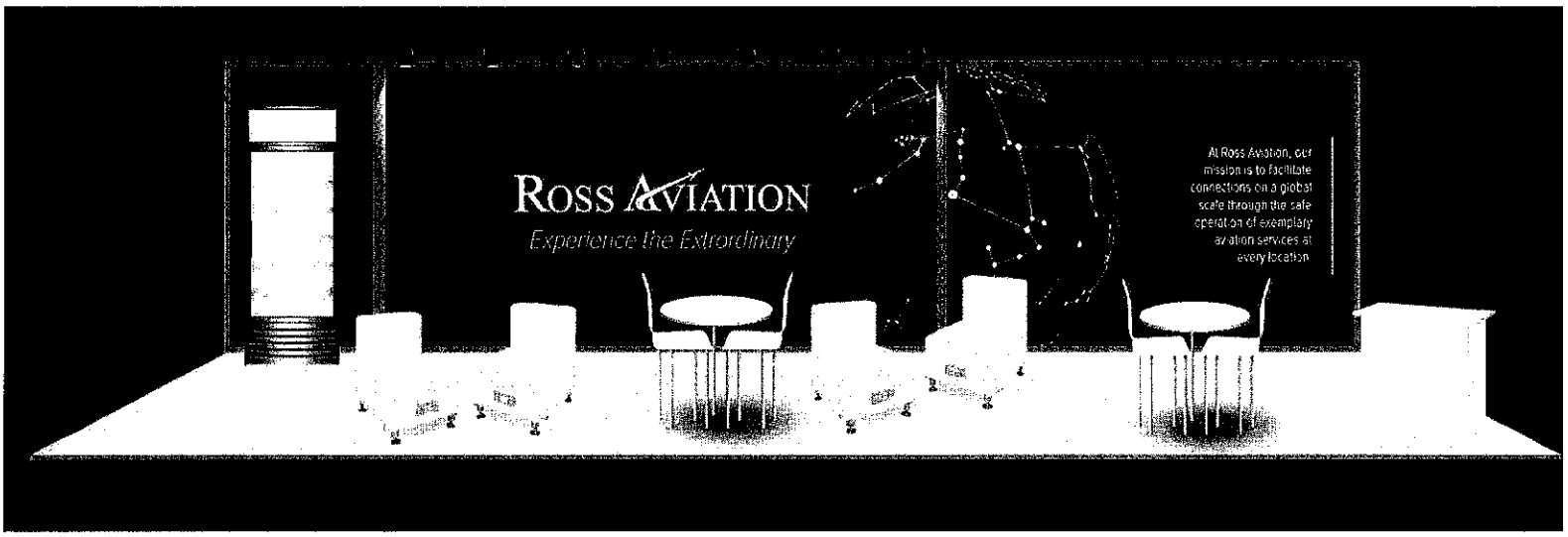


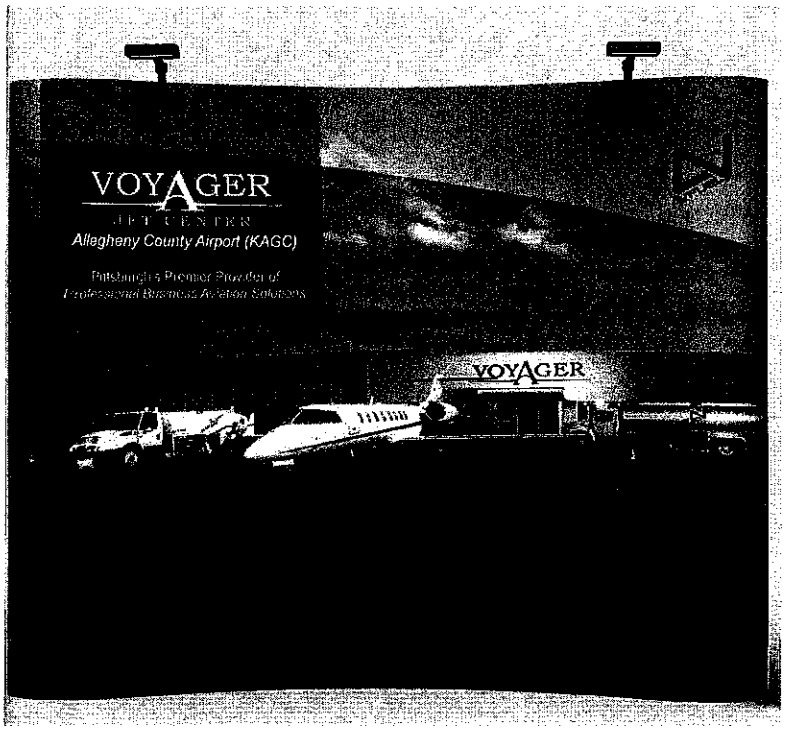
Online & Email Communications



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NBAA schedulers & Dispatchers booth graphics



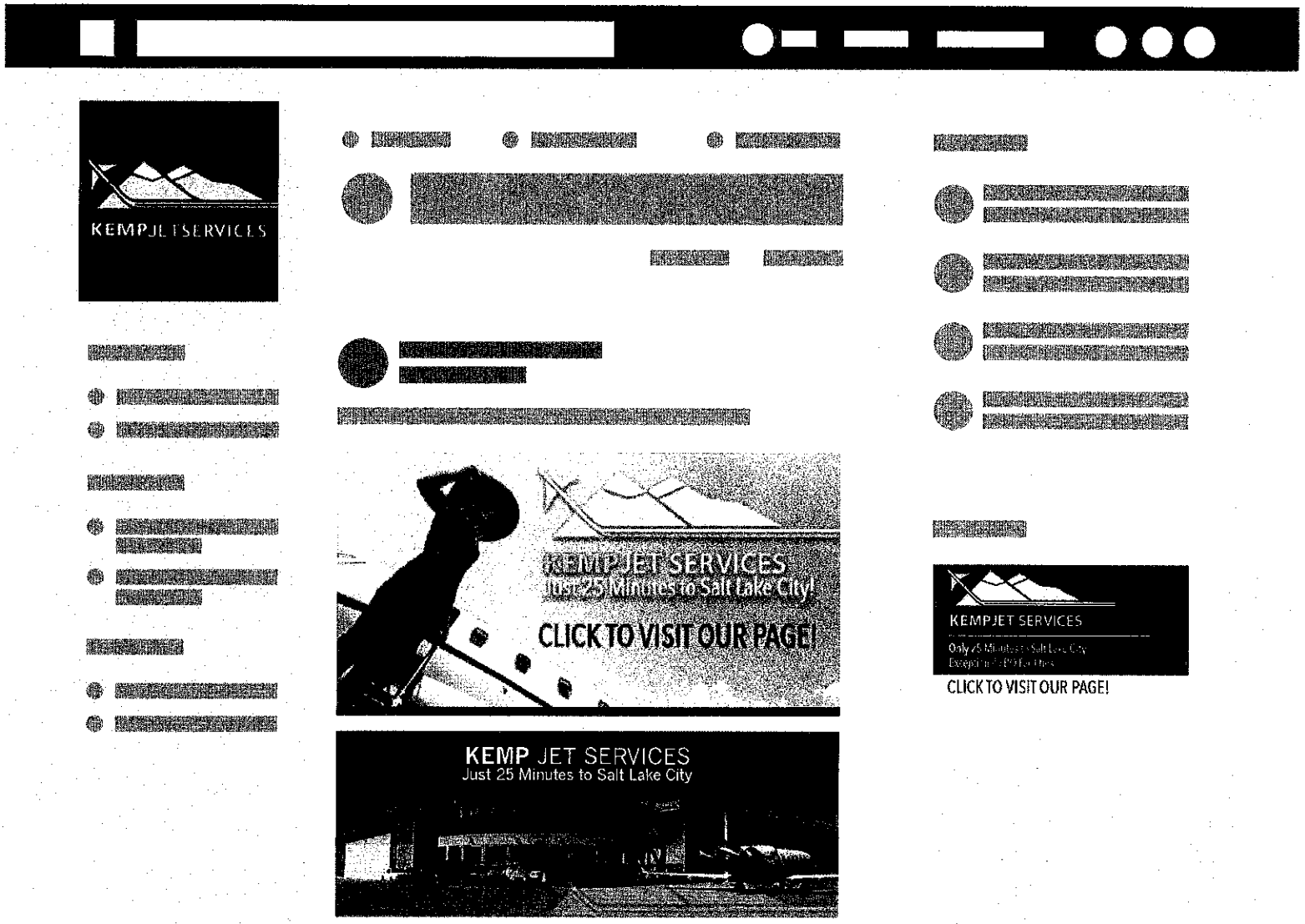




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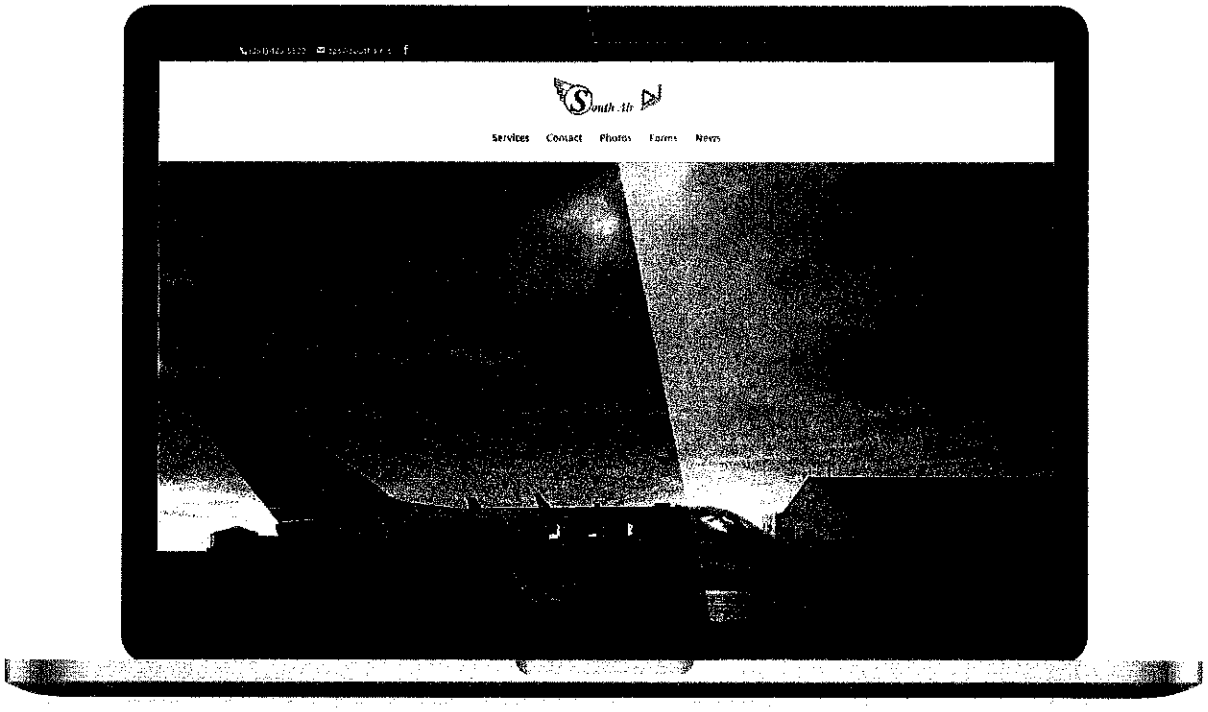
Social Media

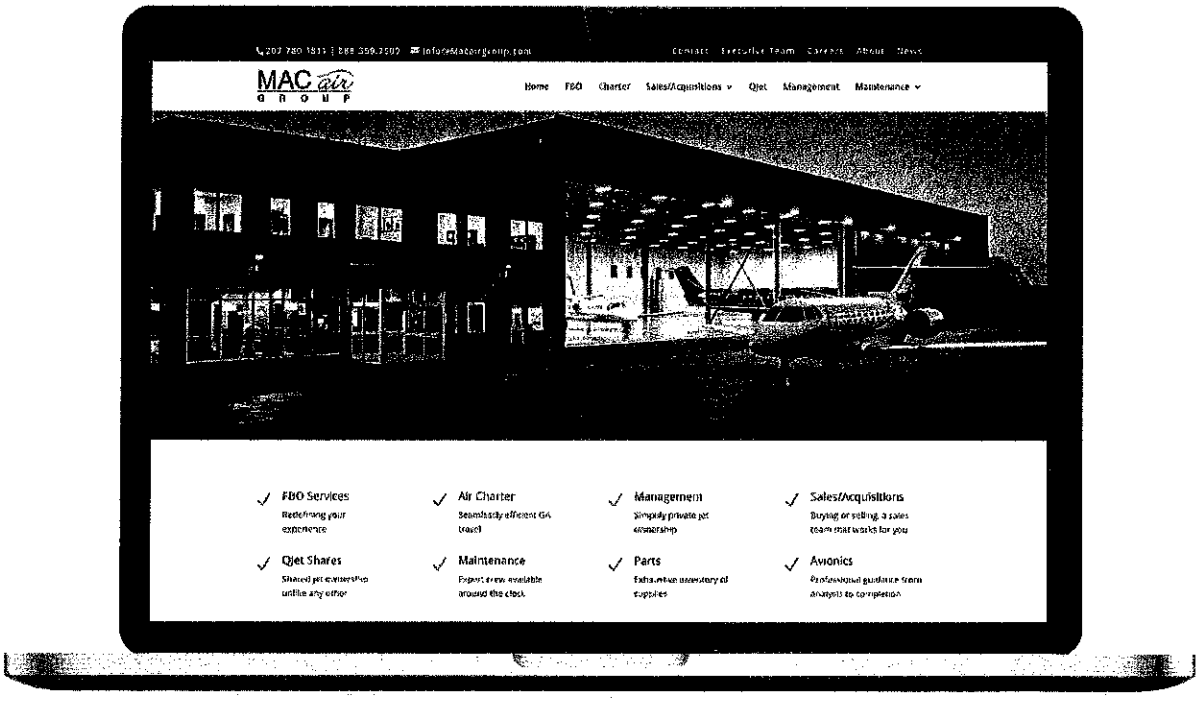
Graphic Design, Promotion Collaboration



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Copy, Design and Utility Consultation





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Digital Graphics

Collaboration, Copywriting, Design







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Signage

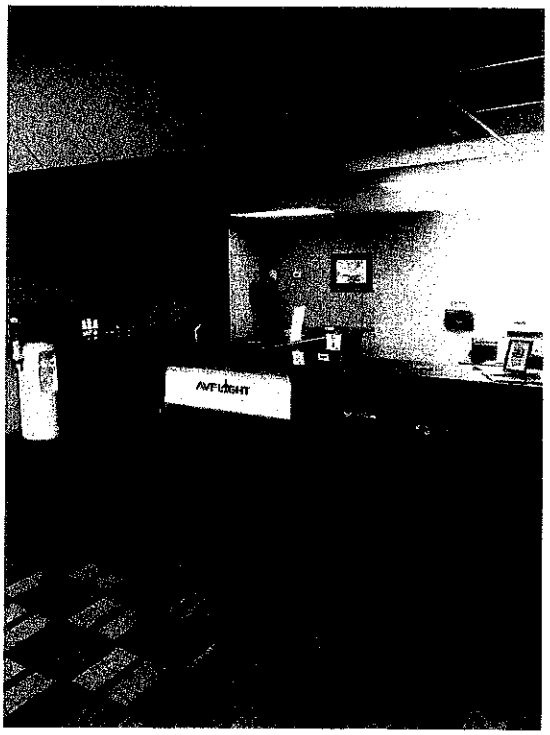
Interior Posters for Lobby Display



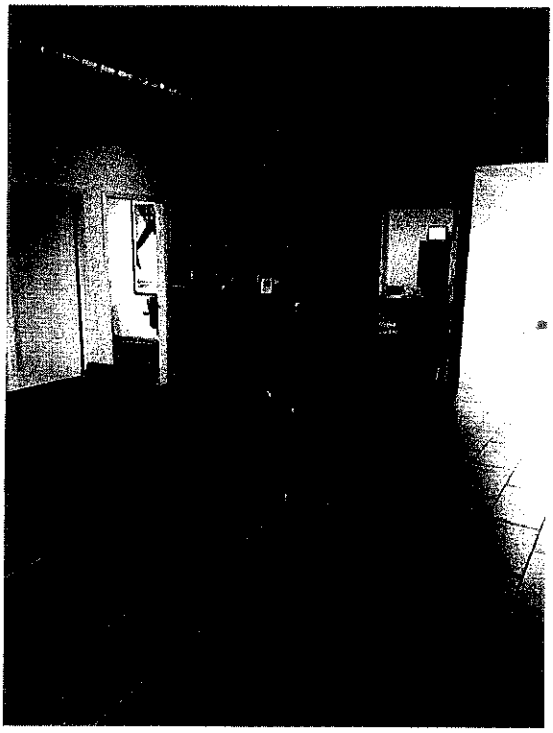
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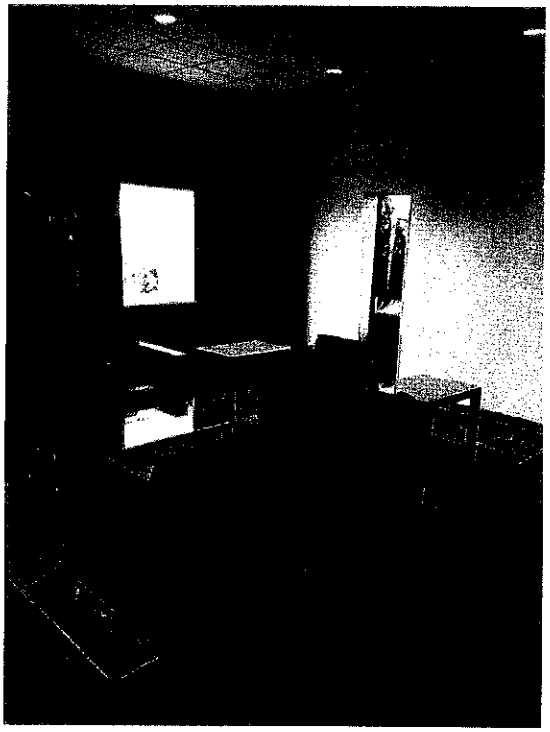
Before





After





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Additional Materials

Sample Certificate of Insurance, ASTM Specifications, SDS Documents, Certificates of Analysis

AVFUCOR-03 KBEAUBIEN

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 9/25/2020

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

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

PRODUCER	CONTACT NAME: Kimberly Beaubien	
Avsurance Corporation 47 W. Ellsworth Rd. Ann Arbor, MI 48108	PHONE (A/C, No, Ext): (800) 472-7090	FAX (A/C, No): (734) 663-8296
	E-MAIL ADDRESS: kbeaubien@avfuel.com	

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Underwriters Lloyds of London	15792
INSURER B : The Phoenix Insurance Co.	25623
INSURER C : Admiral Insurance Company	24856
INSURER D : Starr Indemnity & Liability Co	38318
INSURER E : Westchester Insurance Company	10172
INSURER F : Gemini Insurance Company	10833

INSURED

Avfuel Corporation
47 West Ellsworth Road
Ann Arbor, MI 48108

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 50,000,000
	CLAIMS-MADE X OCCUR			B0180AV2000771	7/1/2020	7/1/2021	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 500,000
	X Aviation Products						MED EXP (Any one person)	$ 50,000
	X Completed Operations						PERSONAL & ADV INJURY	$ 25,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 50,000,000
	POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 50,000,000
	OTHER:							$
B	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 2,000,000
	X ANY AUTO			BA7N02[illegible]199	10/1/20[illegible]	[illegible]	LY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
C	UMBRELLA LIAB X OCCUR						EACH OCCURRENCE	$ 4,000,000
	X EXCESS LIAB CLAIMS-MADE			BEX0960332901	10/1/2019	10/1/2020	AGGREGATE	$ 4,000,000
	DED RETENTION $							$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						X PER STATUTE / OTH ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N / A		1000002147	5/1/2020	5/1/2021	E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
E	Commercial Umbrella			G21984796015	10/1/2019	10/1/2020	Umbrella	15,000,000
F	Commercial Umbrella			CEX0960184404	10/1/2019	10/1/2020	Excess	15,000,000

SAMPLE

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Certificate holder is included as additional insured with respect to operations of the named insured as required by written contract. Waiver of subrogation granted.

CERTIFICATE HOLDER

Jefferson County

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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This international standard was developed in accordance with internationally recognized principles on standardization established in the Decision on Principles for the Development of International Standards, Guides and Recommendations issued by the World Trade Organization Technical Barriers to Trade (TBT) Committee.

Designation: D1655 – 20b

An American National Standard

Standard Specification for Aviation Turbine Fuels[1]

This standard is issued under the fixed designation D1655; the number immediately following the designation indicates the year of original adoption or, in the case of revision, the year of last revision. A number in parentheses indicates the year of last reapproval. A superscript epsilon (ε) indicates an editorial change since the last revision or reapproval.

This standard has been approved for use by agencies of the U.S. Department of Defense.

1. Scope*

1.1 This specification covers the use of purchasing agencies in formulating specifications for purchases of aviation turbine fuel under contract.

1.2 This specification defines the minimum property requirements for Jet A and Jet A-1 aviation turbine fuel and lists acceptable additives for use in civil and military operated engines and aircraft. Specification D1655 was developed initially for civil applications, but has also been adopted for military aircraft. Guidance information regarding the use of Jet A and Jet A-1 in specialized applications is available in the appendix.

1.3 This specification can be used as a standard in describing the quality of aviation turbine fuel from production to the aircraft. However, this specification does not define the quality assurance testing and procedures necessary to ensure that fuel in the distribution system continues to comply with this specification after batch certification. Such procedures are defined elsewhere, for example in ICAO 9977, EI/JIG Standard 1530, JIG 1, JIG 2, API 1543, API 1595, and ATA-103.

1.4 This specification does not include all fuels satisfactory for aviation turbine engines. Certain equipment or conditions of use may permit a wider, or require a narrower, range of characteristics than is shown by this specification.

1.5 Aviation turbine fuels defined by this specification may be used in other than turbine engines that are specifically designed and certified for this fuel.

1.6 This specification no longer includes wide-cut aviation turbine fuel (Jet B). FAA has issued a Special Airworthiness Information Bulletin which now approves the use of Specification D6615 to replace Specification D1655 as the specification for Jet B and refers users to this standard for reference.

1.7 The values stated in SI units are to be regarded as standard. However, other units of measurement are included in this standard.

1.8 *This standard does not purport to address all of the safety concerns, if any, associated with its use. It is the responsibility of the user of this standard to establish appropriate safety, health, and environmental practices and determine the applicability of regulatory limitations prior to use.*

1.9 *This international standard was developed in accordance with internationally recognized principles on standardization established in the Decision on Principles for the Development of International Standards, Guides and Recommendations issued by the World Trade Organization Technical Barriers to Trade (TBT) Committee.*

2. Referenced Documents

2.1 *ASTM Standards:*[2]

D56 Test Method for Flash Point by Tag Closed Cup Tester

D86 Test Method for Distillation of Petroleum Products and Liquid Fuels at Atmospheric Pressure

D93 Test Methods for Flash Point by Pensky-Martens Closed Cup Tester

D130 Test Method for Corrosiveness to Copper from Petroleum Products by Copper Strip Test

D156 Test Method for Saybolt Color of Petroleum Products (Saybolt Chromometer Method)

D240 Test Method for Heat of Combustion of Liquid Hydrocarbon Fuels by Bomb Calorimeter

D323 Test Method for Vapor Pressure of Petroleum Products (Reid Method)

D381 Test Method for Gum Content in Fuels by Jet Evaporation

D445 Test Method for Kinematic Viscosity of Transparent and Opaque Liquids (and Calculation of Dynamic Viscosity)

D613 Test Method for Cetane Number of Diesel Fuel Oil

D1266 Test Method for Sulfur in Petroleum Products (Lamp Method)

D1298 Test Method for Density, Relative Density, or API Gravity of Crude Petroleum and Liquid Petroleum Products by Hydrometer Method

[1] This specification is under the jurisdiction of ASTM Committee D02 on Petroleum Products, Liquid Fuels, and Lubricants and is the direct responsibility of Subcommittee D02.J0.01 on Jet Fuel Specifications.

Current edition approved July 15, 2020. Published July 2020. Originally approved in 1959. Last previous edition approved in 2020 as D1655 – 20a. DOI: 10.1520/D1655-20B.

[2] For referenced ASTM standards, visit the ASTM website, www.astm.org, or contact ASTM Customer Service at service@astm.org. For *Annual Book of ASTM Standards* volume information, refer to the standard's Document Summary page on the ASTM website.

*A Summary of Changes section appears at the end of this standard

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D1319 Test Method for Hydrocarbon Types in Liquid Petroleum Products by Fluorescent Indicator Adsorption
D1322 Test Method for Smoke Point of Kerosene and Aviation Turbine Fuel
D1405 Test Method for Estimation of Net Heat of Combustion of Aviation Fuels
D1660 Method of Test for Thermal Stability of Aviation Turbine Fuels (Withdrawn 1992)[3]
D1840 Test Method for Naphthalene Hydrocarbons in Aviation Turbine Fuels by Ultraviolet Spectrophotometry
D2276 Test Method for Particulate Contaminant in Aviation Fuel by Line Sampling
D2386 Test Method for Freezing Point of Aviation Fuels
D2622 Test Method for Sulfur in Petroleum Products by Wavelength Dispersive X-ray Fluorescence Spectrometry
D2624 Test Methods for Electrical Conductivity of Aviation and Distillate Fuels
D2887 Test Method for Boiling Range Distribution of Petroleum Fractions by Gas Chromatography
D2892 Test Method for Distillation of Crude Petroleum (15-Theoretical Plate Column)
D3120 Test Method for Trace Quantities of Sulfur in Light Liquid Petroleum Hydrocarbons by Oxidative Microcoulometry
D3227 Test Method for (Thiol Mercaptan) Sulfur in Gasoline, Kerosine, Aviation Turbine, and Distillate Fuels (Potentiometric Method)
D3240 Test Method for Undissolved Water In Aviation Turbine Fuels
D3241 Test Method for Thermal Oxidation Stability of Aviation Turbine Fuels
D3242 Test Method for Acidity in Aviation Turbine Fuel
D3338 Test Method for Estimation of Net Heat of Combustion of Aviation Fuels
D3343 Test Method for Estimation of Hydrogen Content of Aviation Fuels
D3701 Test Method for Hydrogen Content of Aviation Turbine Fuels by Low Resolution Nuclear Magnetic Resonance Spectrometry
D3828 Test Methods for Flash Point by Small Scale Closed Cup Tester
D3948 Test Method for Determining Water Separation Characteristics of Aviation Turbine Fuels by Portable Separometer
D4052 Test Method for Density, Relative Density, and API Gravity of Liquids by Digital Density Meter
D4057 Practice for Manual Sampling of Petroleum and Petroleum Products
D4171 Specification for Fuel System Icing Inhibitors
D4176 Test Method for Free Water and Particulate Contamination in Distillate Fuels (Visual Inspection Procedures)
D4294 Test Method for Sulfur in Petroleum and Petroleum Products by Energy Dispersive X-ray Fluorescence Spectrometry
D4306 Practice for Aviation Fuel Sample Containers for Tests Affected by Trace Contamination
D4529 Test Method for Estimation of Net Heat of Combustion of Aviation Fuels
D4625 Test Method for Middle Distillate Fuel Storage Stability at 43 °C (110 °F)
D4737 Test Method for Calculated Cetane Index by Four Variable Equation
D4809 Test Method for Heat of Combustion of Liquid Hydrocarbon Fuels by Bomb Calorimeter (Precision Method)
D4865 Guide for Generation and Dissipation of Static Electricity in Petroleum Fuel Systems
D4952 Test Method for Qualitative Analysis for Active Sulfur Species in Fuels and Solvents (Doctor Test)
D4953 Test Method for Vapor Pressure of Gasoline and Gasoline-Oxygenate Blends (Dry Method)
D5001 Test Method for Measurement of Lubricity of Aviation Turbine Fuels by the Ball-on-Cylinder Lubricity Evaluator (BOCLE)
D5006 Test Method for Measurement of Fuel System Icing Inhibitors (Ether Type) in Aviation Fuels
D5190 Test Method for Vapor Pressure of Petroleum Products (Automatic Method) (Withdrawn 2012)[3]
D5191 Test Method for Vapor Pressure of Petroleum Products and Liquid Fuels (Mini Method)
D5452 Test Method for Particulate Contamination in Aviation Fuels by Laboratory Filtration
D5453 Test Method for Determination of Total Sulfur in Light Hydrocarbons, Spark Ignition Engine Fuel, Diesel Engine Fuel, and Engine Oil by Ultraviolet Fluorescence
D5972 Test Method for Freezing Point of Aviation Fuels (Automatic Phase Transition Method)
D6045 Test Method for Color of Petroleum Products by the Automatic Tristimulus Method
D6379 Test Method for Determination of Aromatic Hydrocarbon Types in Aviation Fuels and Petroleum Distillates—High Performance Liquid Chromatography Method with Refractive Index Detection
D6469 Guide for Microbial Contamination in Fuels and Fuel Systems
D6615 Specification for Jet B Wide-Cut Aviation Turbine Fuel
D6751 Specification for Biodiesel Fuel Blend Stock (B100) for Middle Distillate Fuels
D6866 Test Methods for Determining the Biobased Content of Solid, Liquid, and Gaseous Samples Using Radiocarbon Analysis
D6890 Test Method for Determination of Ignition Delay and Derived Cetane Number (DCN) of Diesel Fuel Oils by Combustion in a Constant Volume Chamber
D7042 Test Method for Dynamic Viscosity and Density of Liquids by Stabinger Viscometer (and the Calculation of Kinematic Viscosity)
D7153 Test Method for Freezing Point of Aviation Fuels (Automatic Laser Method)
D7154 Test Method for Freezing Point of Aviation Fuels (Automatic Fiber Optical Method)

[3] The last approved version of this historical standard is referenced on www.astm.org.

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D7170 Test Method for Determination of Derived Cetane Number (DCN) of Diesel Fuel Oils—Fixed Range Injection Period, Constant Volume Combustion Chamber Method (Withdrawn 2019)[3]
D7224 Test Method for Determining Water Separation Characteristics of Kerosine-Type Aviation Turbine Fuels Containing Additives by Portable Separometer
D7236 Test Method for Flash Point by Small Scale Closed Cup Tester (Ramp Method)
D7344 Test Method for Distillation of Petroleum Products and Liquid Fuels at Atmospheric Pressure (Mini Method)
D7345 Test Method for Distillation of Petroleum Products and Liquid Fuels at Atmospheric Pressure (Micro Distillation Method)
D7524 Test Method for Determination of Static Dissipater Additives (SDA) in Aviation Turbine Fuel and Middle Distillate Fuels—High Performance Liquid Chromatograph (HPLC) Method
D7566 Specification for Aviation Turbine Fuel Containing Synthesized Hydrocarbons
D7619 Test Method for Sizing and Counting Particles in Light and Middle Distillate Fuels, by Automatic Particle Counter
D7668 Test Method for Determination of Derived Cetane Number (DCN) of Diesel Fuel Oils—Ignition Delay and Combustion Delay Using a Constant Volume Combustion Chamber Method
D7797 Test Method for Determination of the Fatty Acid Methyl Esters Content of Aviation Turbine Fuel Using Flow Analysis by Fourier Transform Infrared Spectroscopy—Rapid Screening Method
D7872 Test Method for Determining the Concentration of Pipeline Drag Reducer Additive in Aviation Turbine Fuels
D7945 Test Method for Determination of Dynamic Viscosity and Derived Kinematic Viscosity of Liquids by Constant Pressure Viscometer
D7959 Test Method for Chloride Content Determination of Aviation Turbine Fuels using Chloride Test Strip
D8073 Test Method for Determination of Water Separation Characteristics of Aviation Turbine Fuel by Small Scale Water Separation Instrument
D8267 Test Method for Determination of Total Aromatic, Monoaromatic and Diaromatic Content of Aviation Turbine Fuels Using Gas Chromatography with Vacuum Ultraviolet Absorption Spectroscopy Detection (GC-VUV)
E29 Practice for Using Significant Digits in Test Data to Determine Conformance with Specifications

2.2 *EI Standards:*[4]

EI 1550 Handbook on equipment used for the maintenance and delivery of clean aviation fuel
EI 1583 Laboratory tests and minimum performance levels for aviation fuel filter monitors
EI/JIG 1530 Quality assurance requirements for the manufacture, storage and distribution of aviation fuels to airports
IP 12 Determination of specific energy
IP 16 Determination of freezing point of aviation fuels—Manual method
IP 71 Section 1 Petroleum products—Transparent and opaque liquids—Determination of kinematic viscosity and calculation of dynamic viscosity
IP 123 Petroleum products—Determination of distillation characteristics at atmospheric pressure
IP 154 Petroleum products—Corrosiveness to copper—Copper strip test
IP 156 Petroleum products and related materials—Determination of hydrocarbon types—Fluorescent indicator adsorption method
IP 160 Crude petroleum and liquid petroleum products—Laboratory determination of density—Hydrometer method
IP 170 Determination of flash point—Abel closed-cup method
IP 216 Particulate contaminant in aviation fuel
IP 225 Copper content of aviation turbine fuel
IP 227 Silver corrosion of aviation turbine fuel
IP 274 Determination of electrical conductivity of aviation and distillate fuels
IP 323 Determination of thermal oxidation stability of gas turbine fuels
IP 336 Petroleum products—Determination of sulfur content—Energy-dispersive X-ray fluorescence method
IP 342 Petroleum products—Determination of thiol (mercaptan) sulfur in light and middle distillate fuels—Potentiometric method
IP 354 Determination of the acid number of aviation fuels—Colour-indicator titration method
IP 365 Crude petroleum and petroleum products—Determination of density—Oscillating U-tube method
IP 406 Petroleum products—Determination of boiling range distribution by gas chromatography
IP 423 Determination of particulate contamination in aviation turbine fuels by laboratory filtration
IP 435 Determination of the freezing point of aviation turbine fuels by the automatic phase transition method
IP 436 Determination of aromatic hydrocarbon types in aviation fuels and petroleum distillates—High performance liquid chromatography method with refractive index detection
IP 523 Determination of flash point—Rapid equilibrium closed cup method
IP 528 Determination for the freezing point of aviation turbine fuels—Automatic fibre optic method
IP 529 Determination of the freezing point of aviation turbine fuels—Automatic laser method
IP 534 Determination of flash point – Small scale closed cup ramp method
IP 540 Determination of the existent gum content of aviation turbine fuel—Jet evaporation method
IP 564 Determination of the level of cleanliness of aviation turbine fuel—Laboratory automatic particle counter method

[4] Available from Energy Institute, 61 New Cavendish St., London, WIG 7AR, U.K., http://www.energyinst.org.uk.

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IP 565 Determination of the level of cleanliness of aviation turbine fuel—Portable automatic particle counter method
IP 577 Determination of the level of cleanliness of aviation turbine fuel—Automatic particle counter method using light extinction
IP 583 Determination of the fatty acid methyl esters content of aviation turbine fuel using flow analysis by Fourier transform infrared spectroscopy—Rapid screening method
IP 585 Determination of fatty acid methyl esters (FAME), derived from bio-diesel fuel, in aviation turbine fuel—GC-MS with selective ion monitoring/scan detection method
IP 590 Determination of fatty acid methyl esters (FAME) in aviation fuel—HPLC evaporative light scattering detector method
IP 598 Petroleum products—Determination of the smoke point of kerosine, manual and automated method
IP 599 Determination of fatty acid methyl esters (FAME) in aviation turbine fuel by gas chromatography using heart-cut and refocusing

2.3 *API Standards:*[5]

API 1543 Documentation, Monitoring and Laboratory Testing of Aviation Fuel During Shipment from Refinery to Airport
API 1595 Design, Construction, Operation, Maintenance, and Inspection of Aviation Pre-Airfield Storage Terminals

2.4 *Joint Inspection Group Standards:*[6]

JIG 1 Aviation Fuel Quality Control & Operating Standards for Into-Plane Fuelling Services
JIG 2 Aviation Fuel Quality Control & Operating Standards for Airport Depots & Hydrants

2.5 *ANSI Standard:*[7]

ANSI 863 Report of Test Results

2.6 *Other Standards:*

Defence Standard (Def Stan) 91-91 Turbine Fuel, Aviation Kerosine Type, Jet A-1[8]
IATA Guidance Material on Microbiological Contamination in Aircraft Fuel Tanks Ref. No: 9680-02[9]
IATA Guidelines for Sodium Chloride Contamination Troubleshooting and Decontamination of Airframe and Engine Fuel Systems, 2nd Ed., February 1998[9]
EN14214 Automotive Fuels—Fatty Acid Methyl Esters (FAME) for Diesel Engines—Requirements and Test Methods[10]
Bulletin Number 65 MSEP Protocol[11]
ATA-103 Standard for Jet Fuel Quality Control at Airports[12]
ICAO 9977 Manual on Civil Aviation Jet Fuel Supply[13]
AFRL-RQ-WP-TR-2013-0271 Determination of the Minimum Use Level of Fuel System Icing Inhibitor (FSII) in JP-8 that will Provide Adequate Icing Inhibition and Biostatic Protection for Air Force Aircraft[14]

3. Terminology

3.1 *Definitions of Terms Specific to This Standard:*

3.1.1 *co-hydroprocessed esters and fatty acids, n*—synthetic hydrocarbons derived from the hydroprocessing of bio-derived mono-, di-, and triglycerides, free fatty acids, and fatty acid esters with conventional hydrocarbons in accordance with the requirements of A1.2.2.1.

3.1.2 *co-hydroprocessed Fischer-Tropsch hydrocarbons, n*—synthetic hydrocarbons derived from the hydroprocessing of hydrocarbons derived from Fischer-Tropsch synthesis to paraffinic syncrude with conventional hydrocarbons in accordance with the requirements of A1.2.2.2.

3.1.3 *identified incidental materials, n*—chemicals and compositions that have defined upper content limits in an aviation fuel specification but are not approved additives.

3.1.4 *metrological method, n*—heater tube deposit rating methods employing an optically-based deposit thickness measurement and mapping technique described in the Test Method D3241 annexes.

4. General

4.1 This specification, unless otherwise provided, prescribes the required properties of aviation turbine fuel at the time and place of delivery.

5. Classification

5.1 Two types of aviation turbine fuels are provided, as follows:

5.1.1 *Jet A and Jet A-1*—Relatively high flash point distillates of the kerosene type.

5.2 Jet A and Jet A-1 represent two grades of kerosene fuel that differ in freezing point. Other grades would be suitably identified.

5.3 This specification previously cited the requirements for Jet B. Requirements for Jet B fuel now appear in Specification D6615.

6. Materials and Manufacture

6.1 Aviation turbine fuel is a complex mixture predominantly composed of hydrocarbons and varies depending on crude source and manufacturing process. Consequently, it is impossible to define the exact composition of Jet A/A-1. This

[5] Available from American Petroleum Institute (API), 1220 L. St., NW, Washington, DC 20005-4070, http://www.api.org.
[6] Available from Joint Inspection Group (JIG), http://www.jigonline.com.
[7] Available from American National Standards Institute (ANSI), 25 W. 43rd St., 4th Floor, New York, NY 10036.
[8] Available from Procurement Executive DFS (Air), Ministry of Defence, St. Giles Court 1, St. Giles High St., London WC2H 8LD.
[9] Available from International Air Transport Association (IATA), (Head Office) 800 Place Victoria, PO Box 113, Montreal, H4Z 1M1, Quebec, Canada, www.iata-online.com.
[10] Available from European Committee for Standardization (CEN), 36 rue de Stassart, B-1050, Brussels, Belgium, http://www.cenorm.be.
[11] Available from Joint Inspection Group (JIG), http://www.jigonline.com.
[12] Available from Air Transport Association of America, Inc. (ATA) d/b/a Airlines for America, 1275 Pennsylvania Ave, NW, Suite 1300, Washington, D.C. 20004, http://www.airlines.org.
[13] Available from International Civil Aviation Organization (ICAO), 999 University St., Montreal, Quebec H3C 5H7, Canada, http://www.icao.int.
[14] Available from Defense Technical Information Center (DTIC), 8725 John J. Kingman Rd., Ft. Belvoir, VA 22060-6218, http://www.dtic.mil/dtic, accession number ADA595127.

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specification has therefore evolved primarily as a performance specification rather than a compositional specification. It is acknowledged that this largely relies on accumulated experience; therefore the specification limits aviation turbine fuels to those made from conventional sources or by specifically approved processes.

6.1.1 Aviation turbine fuel, except as otherwise specified in this specification, shall consist predominantly of refined hydrocarbons (see Note 1) derived from conventional sources including crude oil, natural gas liquid condensates, heavy oil, shale oil, and oil sands. The use of jet fuel blends containing components from other sources is permitted only in accordance with Annex A1.

NOTE 1—Conventionally refined jet fuel contains trace levels of materials that are not hydrocarbons, including oxygenates, organosulfur, and nitrogenous compounds.

6.1.2 Fuels used in certified engines and aircraft are ultimately approved by the certifying authority subsequent to formal submission of evidence to the authority as part of the type certification program for that aircraft and engine model. Additives to be used as supplements to an approved fuel must also be similarly approved on an individual basis (see X1.2.4 and X1.15.1).

6.2 *Additives*—Only additives approved by the aviation industry (including the aircraft certifying authority) are permitted in the fuel on which an aircraft is operated. The additives approved for use in Specification D1655 jet fuel are shown in Table 2 and may be used within the concentration limits shown in the table subject to any restrictions described in the table footnotes. Where it is necessary to dilute an additive for handling purposes, a refined hydrocarbon stream from a refinery, produced in accordance with Materials and Manufacture requirements of Specification D1655, or a reagent grade (or better) hydrocarbon or hydrocarbon mixture (excluding non-hydrocarbons) from a chemical supplier shall be used. Since not all additives and diluents are compatible (for example, an additive may drop-out if diluted with alkylate versus reformate), the additive manufacturer should be consulted regarding the preferred diluent. Reporting does not change when dilution is used; additive package content as received or active ingredient content as described in Table 2 is the concentration to be reported.

TABLE 1 Detailed Requirements of Aviation Turbine Fuels[A]

Property		Jet A or Jet A-1	Test Methods[B]
COMPOSITION			
Acidity, total mg KOH/g	max	0.10	*D3242/IP 354*
1. Aromatics, percent by volume	max	25	*D1319* or IP 156[C] or D8267
2. Aromatics, percent by volume	max	26.5	*D6379/IP 436*
Sulfur, mercaptan,[D] percent by mass	max	0.003	*D3227/IP 342*
Sulfur, total percent by mass	max	0.30	D1266, D2622, D4294, D5453, or IP 336
VOLATILITY			
Distillation temperature, °C:			*D86*,[E] D2887/IP 406,[F] D7344, [G, H] D7345,[G] IP 123[E]
10 % recovered, temperature	max	205	
50 % recovered, temperature		report	
90 % recovered, temperature		report	
Final boiling point, temperature	max	300	
Distillation residue, %	max	1.5	
Distillation loss, %	max	1.5	
Flash point, °C	min	38[I]	*D56*, D93,[J] D3828,[J] D7236,[J] IP 170,[J] IP 523,[J] or IP 534[J]
Density at 15 °C, kg/m^3		775 to 840	D1298/IP 160 or D4052 or IP 365
FLUIDITY			
Freezing point, °C	max	–40 Jet A[K,L]	D5972/IP 435, D7153/IP 529, D7154/IP 528, or *D2386/IP 16*
		–47 Jet A-1[K,L]	
Viscosity –20 °C, mm^2/s[M]	max	8.0	*D445/IP 71, Section 1*,D7042,[N] or D7945
COMBUSTION			
Net heat of combustion, MJ/kg	min	42.8[O]	D4529, D3338, *D4809*, or IP 12
One of the following requirements shall be met:			
(*1*) Smoke point, mm, or	min	25.0	*D1322/IP 598*
(*2*) Smoke point, mm, and	min	18.0	*D1322/IP 598*
Naphthalenes, vol, %	max	3.0	*D1840*
CORROSION			
Copper strip, 2 h at 100 °C	max	No. 1	*D130/IP 154*
THERMAL STABILITY			
(2.5 h at control temperature of 260 °C min)			
Filter pressure drop, mm Hg	max	25	*D3241*[P] */IP 323*[P]
Tube rating: One of the following requirements shall be met:[Q]			

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TABLE 1 *Continued*

Property		Jet A or Jet A-1	Test Methods[B]
(*1*) Annex A1 VTR, VTR Color Code	Less than	3 (no peacock or abnormal color deposits)	
(*2*) Annex A2 ITR or *Annex A3 ETR*, nm average over area of 2.5 mm^2	max	85	
CONTAMINANTS			
Existent gum, mg/100 mL	max	7	*D381*, IP 540
Microseparometer,[R] Rating			*D3948*
Without electrical conductivity additive	min	85	
With electrical conductivity additive	min	70	
ADDITIVES		See 6.2	
Electrical conductivity, pS/m		[S]	*D2624/IP 274*

[A] For compliance of test results against the requirements of Table 1, see 7.2.
[B] The test methods indicated in this table are referred to in Section 11. The referee test methods are *italicized* where applicable.
[C] In analyzing Aviation Turbine Fuel by Test Method D1319 or IP 156, users shall not report results obtained using any of the following lot numbers of Fluorescent Indicator Dyed Gel: 3000000975, 3000000976, 3000000977, 3000000978, 3000000979, and 3000000980.
[D] The mercaptan sulfur determination may be waived if the fuel is considered sweet by the doctor test described in Test Method D4952.
[E] *D86* and IP 123 distillation of jet fuel is run at Group 4 conditions, except Group 3 condenser temperature is used.
[F] D2887/IP 406 results shall be converted to estimated *D86* or IP 123 results by application of the correlation in Appendix X4 on Correlation for Jet and Diesel Fuel in Test Method D2887 or Annex G of IP 406. Distillation residue and loss limits provide control of the distillation process during the use of Test Method *D86*, and they do not apply to Test Method D2887/IP 406. Distillation residue and loss shall be reported as "not applicable" (N/A) when reporting D2887 results.
[G] Results from Test Method D7344 and D7345 shall be corrected for relative bias as described in each of the test methods.
[H] Data supporting inclusion of the Test Method D7344 methodology is on file at ASTM International Headquarters and can be obtained by requesting Research Reports RR:D02-1621 and RR:D02-1855. Contact ASTM Customer Service at service@astm.org.
[I] A higher minimum flash point specification can be agreed upon between purchaser and supplier.
[J] Relative to D56, results obtained by Test Method: D93 can be up to 1.5 °C higher; IP 170, IP 534, and D7236 can be up to 0.5 °C higher; D3828 (IP 523) can be up to 0.5 °C lower (a research report is pending being filed at ASTM and is available at the Energy Institute as ILS2019_MMS_1).
[K] Other freezing points can be agreed upon between supplier and purchaser.
[L] During downstream distribution if the freezing point of the fuel is very low and cannot be determined within the ASTM D2386/IP 16 lowest achievable temperature of minus 65 °C, if no crystals appear during cooling of the fuel and when the thermometer indicates a temperature of minus 65 °C, the freezing point shall be recorded as below minus 65 °C. This limit does not apply if the freezing point is measured by D5972/IP 435, D7153/IP 529, or D7154/IP 528.
[M] 1 mm^2/s = 1 cSt.
[N] Test Method D7042 results shall be converted to bias-corrected kinematic viscosity results by the application of the correction described in Test Method D7042 for jet fuel at −20 °C (currently subsection 15.4.4).
[O] For all grades use either Eq 1 or Table 1 in Test Method D4529 or Eq 2 in Test Method D3338. Calculate and report the net heat of combustion corrected for the sulfur content when using Test Method D4529 and D3338 empirical test methods. Test Method *D4809* can be used as an alternative.
[P] *D3241/IP 323* Thermal Stability is a critical aviation fuel test, the results of which are used to assess the suitability of jet fuel for aviation operational safety and regulatory compliance. The integrity of *D3241/IP 323* testing requires that heater tubes (test coupons) meet the requirements of *D3241* Table 2 and give equivalent *D3241* results to the heater tubes supplied by the original equipment manufacturer (OEM). A test protocol to demonstrate equivalence of heater tubes from other suppliers is on file at ASTM International Headquarters and can be obtained by requesting Research Report RR:D02-1550. Heater tubes and filter kits, manufactured by the OEM (PAC, 8824 Fallbrook Drive, Houston, TX 77064) were used in the development of the *D3241/IP 323* test method. Heater tube and filter kits, manufactured by Falex (Falex Corporation, 1020 Airpark Dr., Sugar Grove, IL, 60554-9585) were demonstrated to give equivalent results (see *D3241* for research report references). These historical facts should not be construed as an endorsement or certification by ASTM International.
[Q] Tube deposit ratings shall be measured by *D3241* Annex A2 ITR or *Annex A3 ETR*, when available. If the Annex A2 ITR device reports "N/A" for a tube's volume measurement, the test shall be a failure and the value reported as >85 nm. Visual rating of the heater tube by the method in *D3241* Annex A1 is not required when Annex A2 ITR or *Annex A3 ETR* deposit thickness measurements are reported. In case of dispute between results from visual and metrological methods, the referee shall be considered the *Annex A3 ETR* method if available, otherwise Annex A2 ITR.
[R] At point of manufacture. See X1.13 for guidance concerning the application of microseparometer results in fuel distribution.
[S] If electrical conductivity additive is used, the conductivity shall not exceed 600 pS/m at the point of use of the fuel. When electrical conductivity additive is specified by the purchaser, the conductivity shall be 50 to 600 pS/m under the conditions at point of delivery.

$$1 \text{ pS/m} = 1 \times 10^{-12}\ \Omega^{-1}\ m^{-1}$$

TABLE 2 Detailed Information for Additives for Aviation Turbine Fuels

Additive	Dosage
Fuel Performance Enhancing Additives	
Antioxidants[A, B]	24.0 mg/L max[C]
One of the following:	
2,6 ditertiary-butyl phenol	
2,6 ditertiary-butyl-4-methyl phenol	
2,4 dimethyl-6-tertiary-butyl-phenol	
75 % minimum, 2,6 ditertiary-butyl phenol plus	
25 % maximum mixed tertiary and tritertiary butyl-phenols	
55 % minimum 2,4 dimethyl-6-tertiary-butyl phenol plus	
15 % minimum 2,6 ditertiary-butyl-4-methyl phenol,	
remainder as monomethyl and dimethyl tertiary-butyl phenols	
72 % minimum 2,4 dimethyl-6-tertiary-butyl phenol plus	
28 % maximum monomethyl and dimethyl-tertiary-butyl-phenols	
Metal Deactivator (MDA)[A]	
N,N-disalicylidene-1,2-propane diamine	
On initial blending	2.0 mg/L max[C, D]

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TABLE 2 *Continued*

After field reblending cumulative concentration	5.7 mg/L max
Fuel System Icing Inhibitor[E, F, G, H]	0.07 % by volume, min[I]
Diethylene Glycol Monomethyl Ether (see Specification D4171 Type III)	0.15 % by volume, max
Fuel Handling and Maintenance Additives	
Electrical Conductivity Improver[J]	
One of the following:	
AvGuard SDA[K, L]	
On initial blending	3 mg/L max
After field reblending, cumulative concentration	5 mg/L max
Stadis 450[L, M]	
On initial blending	3 mg/L max
After field reblending, cumulative concentration	5 mg/L max
If the additive concentrations are unknown at time of retreatment, additional concentration is restricted to 2 mg/L max	
Leak Detection Additive	1 mg/kg max
Tracer A (LDTA-A)[N]	
Biocidal Additives[E, O, P]	
Biobor JF[Q]	
Kathon FP1.5[R]	
Corrosion Inhibitor/Lubricity Improvers[S]	
One of the following:	
HiTEC 580[T]	23 mg/L max
Innospec DCI-4A[U]	23 mg/L max
Nalco 5403	23 mg/L max
Into-Plane Water Management	
Kerojet Aquarius[V]	250 ppmv, max

[A] The active ingredient of the additive must meet the composition specified.

[B] Supporting data have been filed at ASTM International Headquarters and may be obtained by requesting Research Report RR:D02-1125. Contact ASTM Customer Service at service@astm.org.

[C] Active ingredient (not including weight of solvent).

[D] At the point of manufacture, Metal Deactivator Additive (MDA) may be added to improve thermal oxidative stability subject to the following limitations:

(*1*) No more than 5 % of the jet fuel batches produced in a 12 month period may be treated with MDA to meet Table 1 thermal oxidative stability requirements (260 °C test temperature).

(*2*) The batch of fuel shall pass Table 1 thermal oxidative stability requirements at a test temperature of 245 °C prior to any MDA addition.

(*3*) The fuel batch after MDA addition (2.0 mg/L maximum MDA) shall pass Table 1 thermal oxidative stability requirements at a test temperature of 275 °C.

(*4*) The thermal oxidative stability test result at 245 °C prior to MDA addition, the original test result at 260 °C and the test result at 275 °C (post MDA addition) and the concentration of MDA added shall be reported on the Refinery Certificate of Quality.

Initial addition of more than 2.0 mg/L MDA to jet fuel that meets Table 1 thermal oxidative stability requirements (260 °C test temperature) prior to MDA addition is permitted when fuel will be transported in supply chains where copper contamination can occur; the maximum cumulative addition in this table still applies.

MDA may be added to jet fuel in the distribution system to recover thermal oxidative stability performance lost during distribution (after refinery release). The Certificate of Quality shall show the initial thermal oxidative stability test result, the result after the addition of the MDA and the concentration of MDA added.

[E] The quantity shall be declared by the fuel supplier and agreed to by the purchaser.

[F] The lower FSII concentration limit allowable in Jet Fuel is based on research by the U.S. Air Force as documented in report AFRL-RQ-WP-TR-2013-0271. Some engines and aircraft as certified require higher minimum concentrations of icing inhibitor than the lower limit in this jet fuel specification. When fueling an aircraft, the fuel should be additized to the concentration levels specified in the appropriate engine and aircraft manual.

[G] DIEGME content can by analyzed by Test Method D5006.

[H] DIEGME is not suitable for use in systems that will later use EI 1583 filter monitors, which are commonly used at the point of aircraft fueling. Additional guidance is provided in EI 1550 Chapter 9.

[I] Some aircraft require higher levels than 0.07 % by volume.

[J] If electrical conductivity improver is used, the conductivity shall not exceed 600 pS/m at the point of use of the fuel. When electrical conductivity additive is specified by the purchaser, the conductivity shall be 50 pS/m to 600 pS/m under the conditions at point of delivery. 1 pS/m = $1 \times 10^{-12}\ \Omega^{-1}m^{-1}$

[K] AvGuard is a trademark of Afton Chemical Corporation, 500 Spring Street Richmond, VA 23219. Supporting documentation for this additive is found in RR:D02-1861.

[L] Electrical conductivity improver content can be analyzed by Test Method D7524.

[M] Stadis 450 is a registered trademark marketed by Innospec Inc., Innospec Manufacturing Park, Oil Sites Road, Ellesmere Port, Cheshire, CH65 4EY, UK.

[N] Tracer A (LDTA-A) is a registered trademark of Praxair Services, Inc., Tucson, AZ 85705.

[O] Biocidal additives are available for controlled usage. Where such an additive is used in the fuel, the approval status of the additive and associated conditions must be checked for the specific aircraft and engines to be operated.

[P] Refer to the Aircraft Maintenance Manual (AMM) to determined if either biocide is approved for use and for their appropriate use and dosage.

[Q] Biobor JF is a registered trademark of Hammonds Technical Services, Inc. 910 Rankin Rd., Houston, TX 77073.

[R] KATHON is a trademark of The Dow Chemical Company ("Dow") or an affiliated company of Dow, 2030 Dow Center, Midland, MI 48674.

[S] More information concerning minimum treat rates of corrosion inhibitor/lubricity improver additives is contained in X1.10.2.

[T] HiTEC 580 is a trademark of Afton Chemical Corp., 500 Spring St., Richmond, VA 23219.

[U] Innospec DCI-4A is available from Innospec Inc., Innospec Manufacturing Park, Oil Sites Road, Ellesmere Port, Cheshire, CH65 4EY, UK.

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[V] Kerojet Aquarius is available from BASF SE, Carl-Bosch-Strasse 38, D-67056 Ludwigshafen am Rhein, Germany. Note that given the unique function of Kerojet Aquarius and the need for careful management of use, the additive should only be used in compliance with the following controls: (*1*) Refer to the Aircraft Documentation (e.g., approved additives listed in the Type Certificate Data Sheet (TCDS), Aircraft Flight Manual (AFM), Aircraft Maintenance Manual (AMM), Consumable Materials List (CML), or other relevant documentation) for approved usage and dosage for the specific aircraft/engine/APU combination. (*2*) Additive to be injected after final filtration at the skin of the aircraft. For possible defueling of aircraft, do not allow additive to pass through EI 1581 and EI 1583 filters. (*3*) Dose only in compliance with Aircraft Documentation and recommended practice detailed in this specification. (*4*) Handling, usage, and injection equipment information is contained in the Kerojet Aquarius User Manual and RR:D02-2001.

6.3 *Identified Incidental Materials*—Table 3 lists specific materials that have an agreed limit, known as Identified Incidental Materials. Specification D1655 does not require that each batch of fuel be analyzed for identified incidental materials where there is essentially no risk of contamination exceeding Table 3 limits. Where a supplier risk assessment suggests that identified incidental materials could exceed Table 3 limits, jet fuel should be confirmed to comply with Table 3 limits prior to airport supply because airports generally are not equipped to mitigate identified incidental material content that exceeds specification limits. Further guidance concerning these materials is presented in X1.16.

6.4 Guidance material is presented in Appendix X2 concerning the need to control processing additives in jet fuel production.

7. Detailed Requirements

7.1 The aviation turbine fuel shall conform to the requirements prescribed in Table 1.

7.2 Test results shall not exceed the maximum or be less than the minimum values specified in Table 1. No allowance shall be made for the precision of the test methods. To determine conformance to the specification requirement, a test result may be rounded to the same number of significant figures as in Table 1 using Practice E29. Where multiple determinations are made, the average result, rounded in accordance with Practice E29, shall be used.

8. Workmanship, Finish, and Appearance

8.1 The aviation turbine fuel specified in this specification shall be visually free of undissolved water, sediment, and suspended matter. The odor of the fuel shall not be nauseating or irritating. If the fuel has an odor similar to that of "rotten egg," please refer to X1.12.5 for further discussion. No substance of known dangerous toxicity under usual conditions of handling and use shall be present, except as permitted in this specification.

TABLE 3 Identified Incidental Materials

Material	Permitted Level	Test Methods[A]
Fatty Acid Methyl Ester (FAME),[B] max	50 mg/kg[C,D]	D7797/IP 583, *IP 585*, IP 590, IP 599
Pipeline Drag Reducing Additive (DRA),[E] max	72 µg/L[F]	*D7872*

[A] The referee test methods are *italicized* where applicable.
[B] For the purpose of meeting this requirement FAME is defined as material meeting the limits of EN14214 or Specification D6751. Fatty acid methyl esters that fail to meet the biodiesel quality standards are not permitted in aviation turbine fuel.
[C] On an emergency basis, up to 100 mg/kg FAME is permitted in jet fuel when authorized by the airframe and engine manufacturers and managed in compliance with airframe and engine manufacturer requirements.
[D] Subcommittee J intends to evaluate field experience in December 2016 to determine if a ballot to increase the FAME content limit to 100 mg/kg is supported by the absence of significant FAME-related problems.
[E] Active polymer ingredient.
[F] DRA is not approved as an additive for jet fuel. This level is accepted by approval authorities as the functional definition of "nil addition."

9. Sampling

9.1 Because of the importance of proper sampling procedures in establishing fuel quality, use the appropriate procedures in Practice D4057 to obtain a representative sample from the batch of fuel for specification compliance testing. This requirement is met by producing fuel as a discrete batch then testing it for specification compliance. This requirement is not satisfied by averaging online analysis results.

9.2 A number of jet fuel properties, including thermal stability, water separation, electrical conductivity, and others, are very sensitive to trace contamination, which can originate from sample containers. For recommended sample containers, refer to Practice D4306.

10. Report

10.1 The type and number of reports to ensure conformance with the requirements of this specification shall be mutually agreed upon by the seller and the purchaser of the aviation turbine fuel.

10.2 When Table 1 test results and Table 2 additive additions are reported at the point of batch origination or at full certification in a form commonly known as a "Certificate of Quality" or "Certificate of Analysis," at least the following should be included:

10.2.1 The designation of each test method used,

10.2.2 The limits from Table 1 and Table 2 for each item reported with units converted as appropriate to those measured and reported, and

10.2.3 The designation of the quality system used by the reporting test laboratory. If no quality system is used then this shall be reported as "None."

11. Test Methods

NOTE 2—Where IP test methods are referenced in this specification as alternatives to ASTM test methods, the following nomenclature is used. Where test methods are officially jointed, this is denoted as Dxxxx/IP xxx. Where test methods are technically equivalent or related but not officially jointed, this is denoted as Dxxxx or IP xxx.

11.1 Determine the requirements enumerated in this specification in accordance with the following ASTM test methods. In case of dispute among measurements, the test methods *italicized* in Table 1 and Table 3 and in Section 11 shall be the referee methods.

11.1.1 *Density*—Test Method D1298/IP 160 or D4052 or IP 365.

11.1.2 *Distillation*—Test Method *D86* or IP 123. For Jet A and Jet A-1, Test Methods D2887/IP 406, D7344, and D7345

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may be used as an alternative. Results from Test Method D2887 shall be reported as estimated *D86* results by application of the correlation in Appendix X4 on Correlation for Jet and Diesel Fuel in Test Method D2887/IP 406. Results from Test Method D7344 and D7345 shall be corrected for bias by applying the GRP4 corrections in each of the test method's Precision and Bias section.

11.1.3 *Flash Point*—Test Method *D56*, D93, D3828, D7236, IP 170, IP 523, or IP 534.

11.1.4 *Freezing Point*—Test Method D5972/IP 435, D7153/IP 529, D7154/IP 528, or *D2386/IP 16*. Any of these test methods can be used to certify and recertify jet fuel. An interlaboratory study (RR: D02–1572[15]) that evaluated the ability of freezing point methods to detect jet fuel contamination by diesel fuel determined that Test Methods D5972/IP 435 and D7153/IP 529 provided significantly more consistent detection of freezing point changes caused by contamination than Test Methods *D2386/IP 16* and D7154/IP 528. It is recommended to certify and recertify jet fuel using either Test Method D5972/IP 435 or Test Method D7153/IP 529, or both, on the basis of the reproducibility and cross-contamination detection reported in RR:D02-1572.[15] The cause of freezing point results outside specification limits by automated methods should be investigated, but such results do not disqualify the fuel from aviation use if the results from the referee method are within the specification limit.

11.1.5 *Viscosity*—Test Method *D445/IP 71 Section 1*, D7042, or D7945. Results from Test Method D7042 shall be reported as bias-corrected kinematic viscosity results by application of the correction in Test Method D7042, relative bias for jet fuel at –20 °C (currently subsection 15.4.4).

11.1.6 *Net Heat of Combustion*—Test Method D4529, D3338, *D4809*, or IP 12.

11.1.7 *Corrosion (Copper Strip)*—Test Method *D130/IP 154*.

11.1.8 *Total Acidity*—Test Method *D3242/IP 354*.

11.1.9 *Sulfur*—Test Method D1266, D2622, D4294, D5453, or IP 336.

11.1.10 *Mercaptan Sulfur*—Test Method *D3227/IP 342*.

11.1.11 *Water Separation*—Test Method *D3948*.

11.1.12 *Existent Gum*—Test Method *D381* or IP 540. Test Method *D381*, using steam jet operating conditions, shall be the referee test method.

11.1.13 *Thermal Stability*—Test Method *D3241/IP 323*.

11.1.14 *Aromatics*—Test Method *D1319*, IP 156, D6379/IP 436, or D8267.

11.1.14.1 In analyzing Aviation Turbine Fuel by Test Method D1319 or IP 156, users shall not report results obtained using any of the following lot numbers of Fluorescent Indicator Dyed Gel: 3000000975, 3000000976, 3000000977, 3000000978, 3000000979, and 3000000980.

11.1.15 *Smoke Point*—Test Method *D1322/IP 598*.

11.1.16 *Naphthalene Content*—Test Method *D1840*.

11.1.17 *Electrical Conductivity*—Test Method *D2624/IP 274*.

12. Keywords

12.1 aviation turbine fuel; avtur; Jet A; Jet A-1; jet fuel; turbine fuel

[15] Supporting data have been filed at ASTM International Headquarters and may be obtained by requesting Research Report RR:D02-1572. Contact ASTM Customer Service at service@astm.org.

ANNEX

(Mandatory Information)

A1. FUELS FROM NON-CONVENTIONAL SOURCES

A1.1 Introduction

A1.1.1 Jet fuel has contained synthesized hydrocarbons since the inception of Specification D1655. However, these synthesized materials are generated from petroleum, oil sand or shale derived feedstocks in the refinery and exhibit properties substantially similar to historically refined kerosene. The fuel property requirements defined in Specification D1655, Table 1 are batch-to-batch quality control tests which historically have provided fit-for-purpose jet fuel but assume that the jet fuel has a composition that is substantially similar to historical compositions. There is no basis to assume that fuels having novel compositions provide fit-for-purpose performance in current aviation hardware even if they appear to satisfy Specification D1655, Table 1 requirements. While the use of synthesized hydrocarbons is known and an acceptable practice, the use of synthesized hydrocarbon blend stocks from new sources requires specific guidance. This guidance can be found in Specification D7566.

A1.1.2 Specification D7566 was developed by Subcommittee D02.J0 to provide control for jet fuel produced with non-petroleum, non-shale, non-oil sands derived synthesized components. This specification guides the preparation of fuel blends that are compositionally similar to the refined fuels generated to Specification D1655 and can be controlled thereby in the distribution system. Aviation turbine fuels with synthetic components produced in accordance with Specification D7566 meet the requirements of Specification D1655. Specification D7566 does not yet include all fuels from non-conventional

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sources, so as an interim solution, it has been deemed necessary to recognize, on an individual basis, fuels from non-conventional sources whose performance complies with the intent of this specification and that have been approved by a coordinated specification authority.

A1.2 Acceptable Fuels from Non-Conventional Sources

A1.2.1 *SASOL:*

A1.2.1.1 The SASOL semi-synthetic fuel, a blend of conventionally produced kerosene and a synthetic iso-paraffinic kerosene by itself or as combined with SASOL heavy naphtha #1 and specified in Defence Standard (Def Stan) 91-91, is recognized as meeting the requirements of Specification D1655.

A1.2.1.2 The SASOL fully synthetic fuel, a blend of up to five synthetic streams, specified in D.4.3 of Defence Standard (Def Stan) 91-91, is recognized as meeting the requirements of Specification D1655.

A1.2.2 *Co-processing:* [16,17]

A1.2.2.1 Co-processing of mono-, di-, and triglycerides, free fatty acids, and fatty acid esters producing co-hydroprocessed hydrocarbon synthetic kerosene is recognized as being acceptable for jet fuel manufacture. Feedstocks other than those defined in A1.2.2.1 or A1.2.2.2 are excluded from jet fuel co-processing. The co-processing refinery units where process streams are used for jet production shall not exceed 5 % by volume of mono-, di-, and triglycerides, free fatty acids, and fatty acid esters in feedstock volume with the balance (>= 95 % by volume) being conventionally sourced hydrocarbons as described in 6.1.

(1) Co-processing of mono-, di-, and triglycerides, free fatty acids, and fatty acid esters shall include hydrocracking or hydrotreating and fractionation. Processing may also include other conventional refinery processes. The final product is limited to 5 % by volume of co-hydroprocessed synthesized kerosene in any jet batch. Refer to X1.15.5 for a discussion of biobased carbon content and identification of the applicable test method.

A1.2.2.2 Co-processing of hydrocarbons derived from synthesis gas via the Fischer-Tropsch process using iron or cobalt catalyst producing co-hydroprocessed hydrocarbon synthetic kerosene is recognized as being acceptable for jet fuel manufacture. The co-processing refinery units where process streams are used for jet production shall not exceed 5 % by volume of Fischer-Tropsch hydrocarbons in feedstock volume with the balance (≥95 % by volume) being conventionally sourced hydrocarbons as described in 6.1. Co-processing of Fischer-Tropsch hydrocarbons shall include hydrocracking and fractionation. Processing may also include other conventional refinery processes. The final product is limited to 5 % by volume of co-hydroprocessed synthesized kerosene in any jet batch. Refer to X1.15.5 for a discussion of biobased carbon content and identification of the applicable test method.

A1.2.2.3 For semi-synthetic kerosene manufactured by co-hydroprocessed esters and fatty acids or Fischer-Tropsch hydrocarbons, the following additional requirements and Table A1.1 limits apply:

(1) An initial management of change (MOC) study shall be undertaken and documented for sites manufacturing semi-synthetic kerosene by coprocessing. Changes that impact the conversion process shall require an updated MOC. Specific changes that may have to be managed during initial and subsequent ongoing commercial operation include, but are not limited to, feedstock (for example, selection, composition, pre-treatment), and hydroprocessing severity (for example, hydrogen partial pressure, residence time, temperature, catalyst, conversion capability). Each MOC shall ensure that the cumulative processing severity is evaluated to be sufficient to convert mono-, di-, and triglycerides, free fatty acids and fatty acid esters to hydrocarbon or Fischer-Tropsch hydrocarbons to synthetic kerosene when added to any jet batch. Refer to the research report[16] for additional considerations for MOC.

(2) The refinery certificate of quality (RCQ) shall include wording to reflect that the batch may contain up to 5 % by volume co-hydroprocessed synthesized kerosene.

A1.2.2.4 For semi-synthetic kerosene manufactured by co-hydroprocessed esters and fatty acids the following additional requirement applies:

(1) The extent of conversion shall be assessed via D7797/IP 583. In addition to the Table A1.1 limit on the finished product, the preferred methodology for assessing conversion is comparison of D7797/IP 583 results between process unit rundown jet line samples prior to and during co-processing.

[16] A task force studied the impact of co-hydroprocessing esters and fatty acids at up to 5 % by volume with crude oil derived middle distillates following Specification D7566 Annex 2 approval. Supporting data have been filed at ASTM International Headquarters and may be obtained by requesting Research Report RR:D02-1886. Contact ASTM Customer Service at service@astm.org.

[17] Supporting data concerning co-processing of hydrocarbons derived from synthesis gas via the Fischer-Tropsch process has been filed at ASTM International Headquarters and may be obtained by requesting Research Report RR:D02-1929. Contact ASTM Customer Service at service@astm.org.

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TABLE A1.1 Extended Requirements of Aviation Turbine Fuels Containing Co-hydroprocessed Esters and Fatty Acids or Fischer-Tropsch Hydrocarbons[A, B]

Property		Jet A or Jet A-1	Test Methods
THERMAL STABILITY[C, D] (2.5 h at control temperature of 280 °C min)			
Filter pressure drop, mm Hg	max	25	D3241/IP 323
Tube rating: One of the following requirements shall be met:[E]			
(1) Annex A1 VTR, VTR Color Code	Less than	3 No peacock or abnormal color deposits	
(2) Annex A2 ITR or Annex 3 ETR, nm average over area of 2.5 mm^2	max	85	
Viscosity −40 °C mm^2/s[F]	max	12.0	D445/IP 71, Section 1,[G] or D7945
Freezing point °C		Table 1 freezing point limits apply	D5972/IP 435,[H] D7153/IP 529, D7154/IP 528
Unconverted esters and fatty acids[I]	max	15 mg/kg	D7797/IP 583[I,J]

[A] Applies at the point of manufacture only.
[B] Applies for the finished batch of jet fuel as opposed to the product of the refinery hydroprocessing unit which is used to blend the finished batch of jet fuel.
[C] A D3241 test temperature of 280 °C has been selected to help ensure that reactive compounds introduced through co-hydroprocessed of esters and fatty acids are limited. Research is ongoing on the actual requirement for a more restrictive thermal stability limit.
[D] Metal Deactivator (MDA), as described in Table 2 and the associated footnotes, may not be used to meet this requirement.
[E] Refer to Table 1, Footnote N.
[F] The kinematic viscosity specification of 12.0 mm^2/s at −40 °C maximum mitigates the potential risk of increased viscosity due to n-paraffin enrichment. Compared to conventional hydrocarbons, a co-hydroprocessed esters and fatty acids stream may contain a higher concentration of n-paraffins. Research is ongoing on how n-paraffin enrichment from co-hydroprocessed esters and fatty acids impact low temperature viscosity. The results of that research will be used to confirm the necessity of and possibly adjust this requirement.
[G] D445 or IP 71, Section 1 allows measuring the viscosity at −40 °C, however the precision values were determined down to −20 °C. Data correlating test results at −40 °C for D445 and other related ASTM test methods is provided in Research Report RR:D02-1776.
[H] D5972/IP 435 is the referee method.
[I] Applies only to co-processing esters and fatty acids
[J] The ability for D7797/IP 583 to identify carbonyl containing compounds in addition to FAMEs is acknowledged. The reported value may be corrected for a local sample-specific bias related to trace carbonyl species inherent in aviation turbine fuel derived from conventional sources (as per A1.2.2.3 (1)). Corrected values shall be identified as such.

APPENDIXES

(Nonmandatory Information)

X1. PERFORMANCE CHARACTERISTICS OF AVIATION TURBINE FUELS

X1.1 Introduction

X1.1.1 This appendix describes the performance characteristics of aviation turbine fuels. A more detailed discussion of the individual test methods and their significance is found in ASTM Manual No. 1 (1).[18] Additional information on aviation turbine fuel and its properties is found in ASTM's MNL 37 (2), and the *Handbook of Aviation Fuel Properties* (3).

X1.2 Significance and Use

X1.2.1 Requests to modify Specification D1655 to support applications that are not within the stated scope of this specification, such as diesel engines (either in ground vehicles or aircraft), or other novel engine or vehicle designs, are considered when the proposed changes do not conflict with or further burden the scope of the specification. Conversely, requests to modify Specification D1655 cannot be contingent upon the requirements of these vehicles, engines, or aircraft that are outside the scope of this specification.

X1.2.2 The safe and economical operation of aircraft requires fuel that is essentially clean and dry and free of any contamination prior to use. It is possible to measure a number of jet fuel characteristics related to quality.

X1.2.3 The significance of standard tests for fuel properties may be summarized for convenience in terms of the technical relationships with performance characteristics as shown in Table X1.1.

X1.2.4 The acceptability of additives for use must ultimately be determined by the engine and aircraft type certificate holder and must be approved by his certifying authority. In the United States of America, the certifying authority is the Federal Aviation Administration.

X1.3 Thermal Stability

X1.3.1 Stability to oxidation and polymerization at the operating temperatures encountered in certain jet aircraft is an

[18] The boldface numbers in parentheses refer to a list of references at the end of this standard.

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TABLE X1.1 Performance Characteristics of Aviation Turbine Fuels

Performance Characteristics	Test Method	Sections
Engine fuel system deposits and coke	Thermal stability	X1.3
Combustion properties	Smoke point	X1.4.2.1
	Aromatics	X1.4.2.2
	Percent naphthalenes	X1.4.2.3
Fuel metering and aircraft range	Density	X1.5.1
	Net heat of combustion	X1.5.2
Fuel atomization	Distillation	X1.6.1
	Viscosity	X1.6.2
Fluidity at low temperature	Freezing point	X1.7.1
Compatibility with elastomer and the metals in the fuel system and turbine	Mercaptan sulfur	X1.8.1
	Sulfur	X1.8.2
	Copper strip corrosion	X1.8.3
	Acidity	X1.8.4
Fuel storage stability	Existent gum	X1.9.1
Fuel handling	Flash point	X1.11.1
	Static Electricity	X1.11.2
	Water separation characteristics	X1.13.2
	Free water and particulate contamination	X1.12.3
	Particulate matter	X1.12.4
	Membrane color ratings	X1.12.4.1
	Undissolved water	X1.12.2
	Chloride contamination	X1.12.6
Fuel lubricating ability (lubricity)	Fuel lubricity	X1.10
Miscellaneous	Additives	X1.15.1
	Sample containers	X1.15.3

important performance requirement. The thermal stability measurements are related to the amount of deposits formed in the engine fuel system on heating the fuel in a jet aircraft.

X1.3.2 In 1973, Test Method D3241/IP 323 replaced Method of Test D1660, known as the ASTM Coker, for the determination of oxidative thermal stability on the basis of a correlation study (see CRC Report 450, dated 1969 as revised 1972 and Bert and Painter's SAE paper 730385 (4)) that concluded Test Method D3241 at 245 °C gave equivalent results to D1660 at specified test conditions. Specification D1655 mandated Test Method D3241 testing at 260 °C (versus 245 °C) to incorporate a safety margin to cover the scatter around the best-fit correlation of the methods. Today, a single pass/fail run with the tube temperature controlled at 260 °C is used to ensure compliance with the specification minimum requirements. (Passing performance in Test Method D3241 testing at 260 °C is the engineering design basis for current commercial engines.) For a more complete characterization of a fuel's thermal stability, a *breakpoint* can be obtained. The breakpoint is the highest tube temperature at which the fuel still passes the specification requirements of tube deposit color and pressure differential. Normally, obtaining a breakpoint requires two or more runs at differing tube temperatures. Breakpoints are therefore not used for quality control, but they serve mostly for research purposes.

X1.3.3 Metal deactivator additive (MDA) may be added to fuel to counteract the effects of metals known to be deleterious to thermal stability, such as copper, cadmium, iron, cobalt, and zinc. Where metallic contamination is unproven, such as in recovery from processing upsets, MDA may be used to improve thermal stability. Thermal oxidative stability testing at time of manufacture is required to pass at 245 °C prior to MDA addition to ensure a base level of fuel quality. This is consistent with the results from a nozzle fouling study conducted by the CRC (see CRC Report AV-6-06, "Metal Deactivator Additive (MDA) Impacts on Thermal Stability") that concluded with the recommendation: "Based on these results the CRC MDA Task Group recommends a modest allowance of 15 °C for the use of MDA where copper is not detected." See also X1.15.1 for guidance concerning MDA.

X1.4 Combustion

X1.4.1 Jet fuels are continuously burned in a combustion chamber by injection of liquid fuel into the rapidly flowing stream of hot air. The fuel is vaporized and burned at near stoichiometric conditions in a primary zone. The hot gases produced are continuously diluted with excess air to lower their temperature to a safe operating level for the turbine. Fuel combustion characteristics relating to soot formation are emphasized by current specification test methods. Other fuel combustion characteristics not covered in current specifications are burning efficiency and flame-out.

X1.4.2 In general, paraffin hydrocarbons offer the most desirable combustion cleanliness characteristics for jet fuels. Naphthenes are the next most desirable hydrocarbons for this use. Although olefins generally have good combustion characteristics, their poor gum stability usually limits their use in aircraft turbine fuels to about 1 % or less. Aromatics generally have the least desirable combustion characteristics for aircraft turbine fuel. In aircraft turbines they tend to burn with a smoky flame and release a greater proportion of their chemical energy as undesirable thermal radiation than the other hydrocarbons. Naphthalenes or bicyclic aromatics produce more soot, smoke, and thermal radiation than monocyclic aromatics and are, therefore, the least desirable hydrocarbon class for aircraft jet fuel use. All of the following measurements are influenced by the hydrocarbon composition of the

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fuel and, therefore, pertain to combustion quality: smoke point, percent naphthalenes, and percent aromatics.[19]

X1.4.2.1 *Smoke Point*—This method provides an indication of the relative smoke-producing properties of jet fuels and is related to the hydrocarbon-type composition of such fuels. Generally, the more highly aromatic the jet fuel, the more smoky the flame. A high smoke point indicates a fuel of low smoke-producing tendency.

X1.4.2.2 *Aromatics*—The combustion of highly aromatic jet fuels generally results in smoke and carbon or soot deposition, and it is therefore desirable to limit the total aromatic content as well as the naphthalenes in jet fuels.

X1.4.2.3 *Percent Naphthalenes*—This method covers measurement of the total concentration of naphthalene, acenaphthene, and alkylated derivatives of these hydrocarbons in jet fuels containing no more than 5 % of such compounds and having boiling points below 600 °F (316 °C).

X1.5 Fuel Metering and Aircraft Range

X1.5.1 *Density*—Density is a property of a fluid and is of significance in metering flow and in mass-volume relationships for most commercial transactions. It is particularly useful in empirical assessments of heating value when used with other parameters, such as aniline point or distillation. A low density may indicate low heating value per unit volume.

X1.5.2 *Net Heat of Combustion*—The design of aircraft and engines is based on the convertibility of heat into mechanical energy. The net heat of combustion provides a knowledge of the amount of energy obtainable from a given fuel for the performance of useful work; in this instance, power. Aircraft design and operation are dependent upon the availability of a certain predetermined minimum amount of energy as heat. Consequently, a reduction in heat energy below this minimum is accompanied by an increase in fuel consumption with corresponding loss of range. Therefore, a minimum net heat of combustion requirement is incorporated in this specification. The determination of net heat of combustion is time consuming and difficult to conduct accurately. This led to the development and use of the aniline point and density relationship to estimate the heat of combustion of the fuel. This relationship is used along with the sulfur content of the fuel to obtain the net heat of combustion by Test Method D4529 for the purposes of this specification. An alternative calculation, Test Method D3338, is based on correlations of aromatics content, gravity, volatility, and sulfur content. This method may be preferred at refineries where all these values are normally obtained and the necessity to obtain the aniline point is avoided.

X1.6 Fuel Atomization

X1.6.1 *Distillation*—The fuel volatility and ease of vaporization at different temperatures are determined by distillation. The 10 % distilled temperatures are limited to ensure easy starting. The Final Boiling Point limit excludes heavier fractions that would be difficult to vaporize.

X1.6.1.1 Results from Test Method D7344 and D7345 shall be corrected for relative bias by applying the GRP4 corrections in each of the test method's Precision and Bias section. Test Method D86 or IP 123 and Test Method D2887/IP 406 do not give the same numerical results. Test Method D2887/IP 406 always starts at a lower temperature and ends at a higher temperature than Test Method D86 or IP 123 because Test Method D2887/IP 406 gives true boiling point distribution (similar to Test Method D2892), as opposed to Test Method D86 or IP 123, which is a low efficiency distillation. To avoid confusion, it is required that Test Method D2887/IP 406 results be reported as estimated D86 or IP 123 results by applying the correlation in Appendix X4 of Test Method D2887 or Annex G of IP 406.

X1.6.1.2 Caution should be used when using distillation properties to estimate other fuel properties. A correlation equation giving a quantitative estimate of a fuel property based on Test Method D86 or IP 123 data should not be used with unconverted Test Method D2887/IP 406 results without validation. Further, Test Method D2887/IP 406 results converted into a form compatible with Test Method D86 or IP 123 might not be suitable for some property correlations because of the accumulation of errors from each correlation step.

X1.6.2 *Viscosity*—The viscosity of a fuel is closely related to pumpability over the temperature range and consistency of fuel nozzle spray patterns. The ability of fuel to lubricate a pump can also be related to the viscosity.

X1.6.2.1 Some engine and auxiliary power unit (APU) manufacturers specify a maximum viscosity of 12 mm^2/s to ensure satisfactory low temperature operation. Aviation turbine fuel viscosity can exceed 12 mm^2/s as the fuel temperature approaches the specification freezing point maximum when the viscosity at –20 °C exceeds 5.5 mm^2/s for Jet A (–40 °C freezing point) or 4.5 mm^2/s for Jet A-1 (–47 °C freezing point). Most commercially available jet fuels have viscosities at –20 °C below these values.

X1.6.2.2 Some small propulsion engines and APUs do not have inlet fuel-oil heat exchangers to warm the fuel and lower the viscosity. This can potentially impact certain aircraft operation such as limiting the low temperature start envelope, which could impact Extended Twin Operations (ETOPS). While there are no known field problems at this time, there needs to be further discussion on the need for all the fuel being delivered to these engines to have a 12 mm^2/s maximum viscosity, and on how this could be accomplished (for example, through fuel specification changes, airframe or APU design changes, or operational changes).

X1.6.2.3 Test Method D7945 includes a procedure for assessing the temperature at which the fuel viscosity reaches 12 cSt.

X1.7 Fluidity at Low Temperatures

X1.7.1 *Freezing Point*—The freezing point is particularly important and must be sufficiently low to preclude interference with flow of fuel through filter screens to the engine at temperatures prevailing at high altitudes. The temperature of

[19] A task force studied the possible use of hydrogen content as an alternative to aromatics content. Supporting data (a report of these studies completed in 1989) have been filed at ASTM International Headquarters and may be obtained by requesting Research Report RR:D02-1258. Contact ASTM Customer Service at service@astm.org.

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fuel in an aircraft tank decreases as the outside temperature decreases. The minimum temperature experienced during a flight depends mostly on the outside air temperature, flight duration, and aircraft speed. For example, long duration flights would require fuel of lower freezing point than would short duration flights.

X1.7.1.1 The manual freezing point method, Test Method D2386/IP 16, has a long history of providing results sufficient to support safe aviation operations. As shown by the results in RR:D02-1572[15], automated methods often provide greater precision in determining freezing point and more sensitivity to cross-product contamination than the manual method, so their use is recommended in certifying and recertifying jet fuel. Recent experience has shown, however, that automated methods sometimes give unreliable freezing points or freezing points significantly warmer than the manual method. In such cases, in the absence of cross-product contamination, the fuel may be certified/recertified by the manual method.

X1.7.1.2 Because of the advantages of automated freezing point methods, many laboratories no longer run the manual freezing point method on a routine basis. It is recommended, when requesting manual freezing point measurements, that requestors ensure that the method is being conducted properly.

NOTE X1.1—Absence of cross-product contamination is intended to set an expectation that the possibility and ramifications of cross-product contamination are considered before the fuel is released, hence this decision should not be made solely on the manual freezing point result.

X1.8 Compatibility with Elastomer and the Metals in the Fuel System and Turbine

X1.8.1 *Mercaptan Sulfur*—Mercaptans are known to be reactive with certain elastomers. A limitation in mercaptan content is specified to preclude such reactions and to minimize the unpleasant mercaptan odor.

X1.8.2 *Sulfur*—Control of sulfur content is significant for jet fuels because the sulfur oxides formed during combustion may be corrosive to turbine metal parts.

X1.8.3 *Copper Strip Corrosion*—A requirement that jet fuel must pass the copper strip test ensures that the fuel will not corrode copper or any copper-base alloys in various parts of the fuel system.

X1.8.4 *Total Acidity*—Some petroleum products are treated with mineral acid or caustic, or both, as part of the refining procedure. Any residual mineral acid or caustic is undesirable. Neither impurity is likely to be present. However, a determination of acidity confirms this when inspecting new or unused fuel. It also measures organic acids if present.

X1.9 Fuel Storage Stability

X1.9.1 *Existent Gum*—Gum is a nonvolatile residue left on evaporation of fuel. Steam or air is used as an evaporating agent for fuels that are to be used in aircraft equipped with turbine engines. The amount of gum present is an indication of the condition of the fuel at the time of test only. Large quantities of gum are indicative of contamination of fuel by higher boiling oils or particulate matter and generally reflect poor fuel handling practices.

X1.9.2 Performance criteria for a short accelerated stability test that ensures satisfactory long-term storage of jet fuels at the time of manufacture has not been established. However, storage stability of fuel may be assessed as part of the fit-for-purpose requirements and applied with management of change practices using Test Method D4625. An example highlighting Test Method D3241 degradation is described in Ref (5).

X1.10 Fuel Lubricity

X1.10.1 Aircraft/engine fuel system components and fuel control units rely on the fuel to lubricate their sliding parts. The effectiveness of a jet fuel as a lubricant in such equipment is referred to as its *lubricity*. Differences in fuel system component design and materials result in varying degrees of equipment sensitivity to fuel lubricity. Similarly, jet fuels vary in their level of lubricity. In-service problems experienced have ranged in severity from reductions in pump flow to unexpected mechanical failure leading to in-flight engine shutdown.

X1.10.2 The chemical and physical properties of jet fuel cause it to be a relatively poor lubricating material under high temperature and high load conditions. Severe hydroprocessing removes trace components resulting in fuels that tend to have lower lubricity than straight-run or wet-treated fuels. Corrosion inhibitor/lubricity improver additives (see Table 2) are routinely used to improve the lubricity of military fuels and may be used in civil fuels. These additives vary in efficacy and may be depleted by adsorption on tank and pipe surfaces, so treat rates should be set with care. Because of their polar nature, these additives can have adverse effects on fuel filtration systems and on fuel water separation characteristics. For this reason, it is preferable to avoid adding more of these additives than needed. When adequate jet fuel lubricity performance is achieved solely by additive use (without BOCLE testing or commingling with higher lubricity fuels), the additive concentration should be used at no less than its Minimum Effective Concentration (MEC) from the military Qualified Products List (QPL-25017). These levels are:

CI/LI Additive	MEC
HiTEC 580	15 g/m^3
Innospec DCI-4A	9 g/m^3
Nalco 5403	12 g/m^3

X1.10.3 Most modern aircraft fuel system components have been designed to operate on low lubricity fuel (Test Method D5001 (BOCLE) wear scar diameter up to 0.85 mm). Other aircraft may have fuel system components that are more sensitive to fuel lubricity. Because low lubricity fuels are commingled with high lubricity fuels in most distribution systems, the resultant fuels no longer have low lubricity. However, problems have occurred when severely hydroprocessed fuel from a single source was the primary supply for sensitive aircraft. Where there are concerns about fuel lubricity, the air frame manufacturer can advise precautionary measures, such as the use of an approved lubricity additive to enhance the lubricity of the fuel.

X1.10.4 Test Method D5001 (BOCLE) is a test for assessing fuel lubricity where lower lubricity fuels give larger BOCLE wear scar diameters. BOCLE is used for in-service

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trouble shooting, lubricity additive evaluation, and in the monitoring of low lubricity test fluid during endurance testing of equipment. However, because the BOCLE may not accurately model all types of wear that cause in-service problems, other methods may be developed to better simulate the type of wear most commonly found in the field.

X1.10.5 Regulations are requiring increased production and distribution of ultralow sulfur diesel fuel (15 ppm maximum sulfur content). Diesel fuels are desulfurized to these low levels by severe hydroprocessing, sometimes resulting in very low lubricity fuels. Jet fuel lubricity may be impacted by the increased use of low sulfur diesel fuel, because batches of jet fuel may be made to these ultralow sulfur levels to maintain efficient production and distribution.

X1.11 Fuel Handling

X1.11.1 *Flash Point*—The flash point is an indication of the maximum temperature for fuel handling and storage without serious fire hazard. The shipment, storage, and handling precautions regulated by municipal, state, or federal laws and insurance requirements are a function of the flash point for the particular fuel being utilized.

X1.11.2 *Static Electricity*—The generation and dissipation of static electricity can create problems in the handling of aviation fuels. Electrical conductivity additives can be added to dissipate charge more rapidly. This is most effective when the fuel conductivity is in the range from 50 pS/m to 600 pS/m. Studies have shown that when fuels treated with conductivity additive are commingled with non-additized fuel resulting in a low conductivity fuel, that fuel blend does not exhibit unusual static behavior. For more information on this subject, see Guide D4865.

X1.12 Fuel Cleanliness and Contamination

X1.12.1 *Introduction:*

X1.12.1.1 Unlike most other fuel properties, fuel cleanliness is dynamic; constantly changing during transportation and distribution. Jet fuel should be maintained in as clean a condition as possible right up to and in airport storage to ensure that possible failures of individual filtration components will not result in an unsafe condition. Airport control of cleanliness should be such as to ensure that only fuel relatively absent of free water and solid particulates is delivered into aircraft.

X1.12.1.2 The cleanliness of aviation turbine fuel is an essential performance requirement. Cleanliness requires the relative absence of free water and solid particulates. Water or dirt contamination, or both, in fuel onboard an aircraft represents a threat to flight safety and can cause long-term problems in areas such as wear, corrosion, and plugging of filters and other narrow tolerance parts.

X1.12.1.3 The cleanliness of aviation turbine fuel is protected in part by allowing time for dirt and water to settle during fuel distribution and by the routine use of effective filtration that removes both dirt and water. Generally the fuel handling system filters the fuel several times between manufacture and use with the final filtration occurring as the fuel is loaded onto an aircraft.

X1.12.2 *Undissolved Water*—The test method for undissolved water provides a quantitative means for measuring the amount of undissolved or free water in flowing fuel streams without exposing the sample to the atmosphere or to a sample container. It also provides a means for checking the performance of fuel filter-separators. Test Method D3240 describes this test method.

X1.12.3 *Free Water and Particulate Contamination in Distillate Fuels (Clear and Bright Pass/Fail Procedures)*—The procedures in Test Method D4176 provide rapid but nonquantitative methods for detecting contamination in a distillate fuel. Other following methods permit quantitative determinations.

X1.12.4 *Particulate Matter*—The presence of adventitious solid particulate contaminants such as dirt and rust may be detected by filtration of the jet fuel through membrane filters under prescribed conditions. Test Methods D2276/IP 216 and D5452/IP 423 describe a suitable technique.

X1.12.4.1 *Membrane Color Ratings*—Filtering the fuel through a membrane and rating the color of the deposits against a standard color scale offers a qualitative assessment of particulate contaminant levels in fuels or of changes in fuel contaminant levels at a particular location. Appendix XI on Filter Membrane Color Ratings for Fuels of Test Method D2276 or Annex B of IP 216 describes a suitable technique.

X1.12.4.2 *Automatic Particle Counter*—The test methods provide a means for measuring the quantity and size distribution of solid particulate and free water droplet contaminants in jet fuel. Chemical additives can be used to eliminate free water droplets from being counted as particulates. Test Methods D7619, IP 564, IP 565, and IP 577 describe suitable techniques.

X1.12.5 *Microbial Contamination*—Uncontrolled microbial contamination in fuel systems can cause or contribute to a variety of problems including corrosion, odor, filter plugging, decreased stability, and deterioration of fuel/water separation characteristics. In addition to system component damage, off-specification fuel can result.

X1.12.5.1 Microorganisms (that is, bacteria, yeast, and mold) that have become established in a fuel system can present the fuel manufacturer, distributor, or user with a unique set of operational and maintenance challenges. Unlike inanimate material such as dirt, rust, or chemicals, microorganisms are living organisms that are ubiquitous in the environment, can reproduce from a single cell into a great number ($>10^9$) of cells, are transported during fuel movement, need only small amounts of water to remain viable and utilize aviation fuel as a food source. Gross evidence of the presence of microbial contamination can include suspended matter in the fuel or at the fuel water interface and/or the smell of "rotten egg" which is due to the presence of hydrogen sulfide a typical metabolite of sulfate reducing bacteria. There are a number of semi-quantitative and quantitative techniques available when gross observation proves inconclusive to rule out the presence of microorganisms. These techniques include nutrient/growth media, bioluminescence and immunoassay. As a result of uncontrolled microbial growth, structural components that make up the aviation fuel storage and distribution network such as product pipeline, tankers, storage tanks and airport fueling

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hydrant systems can experience accelerated forms of corrosion thereby compromising the integrity and operation of the fuel network as well as acting as a conduit to introduce microorganisms into aircraft fuel systems.

X1.12.5.2 Once microorganisms have established a presence in an aircraft fuel system a variety of operational and maintenance issues can occur that could affect the safe and economic operation of the aircraft. For example, uncontrolled microbial contamination can lead to the corrosion of metallic structures such as wing tanks; degradation of protective coatings, alloys, and electrical insulation; erratic readings in the Fuel Quantity Indication System (FQIS); blocking of the scavenge systems; and blocking of engine fuel filters. The two biocide additives that are generally approved for use by the airframe and engine manufacturers are Biobor JF[20] and KATHON.[21] These biocide additives may be used in aviation fuel only in accordance with local regulations, aircraft engine guidelines and airframe manufacturer guidelines. The ultimate user shall be informed and agree to the presence of biocide additive in their jet fuel supply. Consult with the appropriate Aircraft Maintenance Manual (AMM) for instructions.

X1.12.5.3 Guide D6469 provides individuals with a limited background in microbiology an understanding of the occurrence, symptoms, and consequences of chronic microbial contamination. The guide also suggests means for detection and remediation of microbial contamination in fuels and fuel systems. IATA Guidance Material on Microbiological Contamination in Aircraft Fuel Tanks also provides guidance for determining the potential source, detection and remediation of the potential microbial contamination.

X1.12.6 *Chloride Contamination*—Chloride present in aviation turbine fuel can originate from refinery salt drier carryover or seawater contamination (for example, product transferred by marine vessel). Elevated chloride levels (for example, 11 900 ppm to 21 900 ppm in the form of NaCl) in wing tank water bottoms have caused corrosive wear of aircraft fuel control systems leading to engine failure as documented in IATA Guidelines for Sodium Chloride Contamination Troubleshooting and Decontamination of Airframe and Engine Fuel Systems. The IATA report states that jet fuel with water bottoms containing less than 500 ppm NaCl "...appears to have no detrimental operating effects to the systems." (Units of "ppm" are used in the IATA report with no indication as to whether this concentration was determined on a mass or volume basis.) Due to the rigorous housekeeping procedures utilized by petroleum distribution systems, a water bottom sample is often not available for analysis. Australian Defence Standard Def (Aust) 5240B, Amendment 1, April 1990 (now withdrawn) specified that jet fuel have less than 0.15 mg/L chloride calculated as NaCl. When calculated as chloride alone this value becomes 0.09 mg/L. However the background for this Def (Aust) requirement has been lost. Test Method D7959 provides a rapid means of determining chloride content in aviation turbine fuel. The test method is a relatively inexpensive methodology to determine chloride content using widely available laboratory equipment. As jet fuel cools at altitude, free water will separate, which will promote the settling of any emulsified brine and most likely solubilize any inorganic chloride crystals present in the fuel. The amount of free water that separates and resulting chloride concentration of that water depends on several factors (for example, water content of the jet fuel, chloride present in the jet fuel, and temperature). The maximum permissible chloride content in jet fuel is under investigation within industry. If elevated chloride content is detected in the fuel, subsequent trace metals analysis could help identify the chloride origin (that is, refinery salt drier carryover or seawater contamination). Salt driers predominately use NaCl or a combination of NaCl and $CaCl_2$. $MgCl_2$ is prominent in seawater but rarely (if ever) used in salt driers.

X1.13 Surfactants

X1.13.1 A key element in preventing contamination is to minimize or eliminate surfactants, which can compromise the ability of fuel handling systems to remove dirt and water. For example, surfactants can reduce the particle size of suspended solid and water droplets, which slows removal by settling. Surfactants can disperse dirt and water so finely that they pass through filters. Surfactants can adsorb on the surfaces of filter/coalescers interfering with water removal. Surfactants can also lift rust from surfaces, thus increasing the solids level in the fuel.

X1.13.2 *Water Separation Characteristics*—The ease of coalescence of water from fuels as influenced by surface active agents (surfactants) is assessed by Test Method D3948, D7224, or D8073, which are designed to be used as field or laboratory methods. A high rating suggests a fuel free of surfactants; a low rating indicates that surfactants are present. Surfactants, which may be contaminants or deliberately added materials, may gradually disarm filter coalescers, allowing fine water droplets and particulate contaminants to pass separators in ground handling equipment. High results support the expectation that filters/coalescers will remove dirt and water. (The water removal performance of filter monitors is believed to be insensitive to surfactants.)

X1.13.2.1 *Water Separation Characteristics at Point of Manufacture*—The presence of surfactants in aviation turbine fuel specified by Specification D1655 is controlled at the point of manufacture by the Test Method D3948 performance requirement listed in Table 1. To determine if surfactant contamination occurs during transportation the fuel should also be tested downstream of the point of manufacture as appropriate.

X1.13.2.2 *Water Separation Characteristics at Points Downstream*—Results of downstream Test Method D3948, D7224, or D8073 testing are not to be used as the sole reason for rejection of fuel, but they can indicate a mandatory need for further diligent investigation or remedial action, or both, such as passing the fuel through a clay adsorption unit to remove surfactants. (A protocol giving guidelines on possible actions to be taken following a failed water separation characteristic test can be found in the Joint Inspection Group's Bulletin

[20] Biobor JF is a registered trademark of Hammonds Technical Services, Inc. 910 Rankin Rd., Houston, TX 77073.

[21] KATHON is a trademark of The Dow Chemical Company ("Dow") or an affiliated company of Dow, 2030 Dow Center, Midland, MI 48674.

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Number 121 under "product specifications.") However, the fuel may be rejected in the absence of satisfactory Test Method D3948, D7224, or D8073 testing results if no documented evidence is presented that a detailed investigation was carried out or if it is uncertain that the fuel will be free of excess water and dirt when delivered into aircraft. The values in Table X1.2 indicate a level of water separation characteristic below which an investigation to determine the source of failure is recommended.

X1.13.2.3 *Water Separation Assessment*—Because distribution systems can be complex and employ a variety of methods of transporting the fuel, sampling points and methodologies should be established as a result of a technical assessment designed to ensure that fuel cleanliness is maintained throughout the system to the point of delivery into aircraft. Since transport systems vary in their basic nature, for example, a multi-product pipeline versus a dedicated pipeline, and also in their detailed operating conditions, the parties assuming custody of the fuel should evaluate their particular systems and establish suitable testing requirements.

X1.14 Cleanliness at Time of Fuel Custody Transfer at Airport

X1.14.1 Airport fueling is the most critical location for controlling dirt and water cleanliness. Into-airport storage is thus an important point for controlling surfactant contamination so as to protect out-of-storage and into-plane dirt and water filtration.

X1.15 Miscellaneous

X1.15.1 *Additives*—Antioxidants and metal deactivator additive (MDA) are used to prevent the formation of oxidation deposits in aircraft engine fuel systems, to counteract the catalytic effects of active metals (see X1.3.3) in fuel systems, and to improve the oxidation stability of fuels in storage. Note that fuel containing MDA has been shown to promote the dissolution of copper and can exacerbate thermal stability problems. Other additives are available to inhibit the corrosion of steel in fuel systems, to improve the fuel lubricity, to increase the electrical conductivity of fuel, to combat microbiological organisms, to prevent the formation of ice in fuel systems containing water, and to assist in detecting leaks in fuel storage, delivery, and dispensing systems. The chemical names or registered trade names of approved additives and the maximum quantities permitted are shown in the specifications.

X1.15.1.1 *Fuel System Icing Inhibitor,* diethylene glycol monomethyl ether (DiEGME) conforming to the requirements shown in Specification D4171, Type III, may be used in concentrations of 0.07 % to 0.15 % by volume. Test Method D5006 can be used to determine the concentration of DiEGME in aviation fuels.

X1.15.2 *Leak Detection Additive*—Addition of leak detection additive, Tracer A approved in Table 2, should be added to the fuel in accordance with the Tracer Tight[22] methodology.

X1.15.3 *Sample Containers*—A practice for sampling aviation fuel for tests affected by trace contamination can be found in Practice D4306.

X1.15.4 *Color*—While this specification does not have a color requirement, color can be a useful indicator of fuel quality. Normally fuel color ranges from water white (colorless) to a straw/pale yellow. Other fuel colors may be the result of crude oil characteristics or refining processes. Darkening of fuel or a change in fuel color may be the result of product contamination and may be an indicator that the fuel is off-specification, which could render it unfit and not acceptable for aircraft/engine use. Fuel having various shades of color, that is, pink, red, green, blue, or a change in color from the supply source should be investigated to determine the cause of color change to ensure suitability for aircraft/engine use and should be documented prior to final delivery to airport storage.

X1.15.5 *Biobased Carbon Content*—This specification does not generate a renewability rating for any product produced as that is a regulatory matter that considers other factors beyond the technical requirements of this specification. However, knowing fossil versus present day carbon content of a synthesized hydrocarbon is a key factor in determining the renewable content. For regulators attempting to make such an assessment, the following information is provided: Radiocarbon (14C) is an isotope of carbon which allows for determination of renewable content. 14C exists in living cells in constant concentration (equilibrium) as a function of ongoing radioactive decay versus metabolic uptake. Once a source of new 14C is removed from the respiratory process, decay induces disequilibrium whereby the 14C concentration eventually reaches zero. As such, identical hydrocarbons derived from fossil fuels, containing essentially no 14C and present day living sources, containing a standard level of 14C, can be differentiated depending upon whether or not 14C is present. Blends can also be identified to proportion based on 14C concentration. Although FTIR, GS-MS, or other analysis may identify the hydrocarbon, radiocarbon analysis differentiates the molecule to source. The applicable method for using radiocarbon to determine the biobased content of a hydrocarbon is Test Methods D6866.

X1.16 Identified Incidental Materials

X1.16.1 Identified incidental materials are chemicals and compositions that have defined upper content limits in aviation fuel but are not approved additives (see Table 2). Identified incidental materials can occur in turbine fuel as a result of production, processing, distribution or storage (see Table 3). Identified incidental materials are unavoidable from a practical view point. Table 3 lists specific materials and their mandatory

TABLE X1.2 Downstream Characteristics of Aviation Turbine Fuels

Property	Jet A or Jet A-1	Test Method
Water Separation Characteristic, rating		
Without electrical conductivity additive	Min 85	D3948
With electrical conductivity additive	Min 70	D3948
With or without electrical conductivity additive	Min 85	D7224
With or without electrical conductivity additive	Min 88	D8073

[22] Tracer Tight is a registered trademark of Tracer Research Corp., 3755 N. Business Center Dr., Tucson, AZ 85705.

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limits for compliance with this specification.Table 3 does not include dirt and water, which are identified incidental materials controlled by aviation fuel handling standards. Turbine fuel containing an identified incidental material in excess of the limit listed in Table 3 may not comply with the operating limitations approved by aircraft regulatory authorities for use on commercial aircraft.

X1.16.2 It is not necessary to test each batch of turbine fuel for compliance with Table 3. The implementation of control or management of change schemes that satisfy the expectation that Table 3 limits are not exceeded is adequate to meet the requirements of this specification.

X1.16.3 Additional test methods for FAME content analysis are being developed by the Energy Institute and will be cited when complete.

X2. CONTROL OF PROCESSING ADDITIVES, DISTRIBUTION, AND OTHER USES

X2.1 Experience has shown that refinery processing additives, such as corrosion inhibitors, might be carried over in trace quantities into aviation fuel during refinery production. In some cases, this has resulted in operational problems in aircraft fuel systems. Moreover, these additives can cause problems at levels which may not be detected by the standard specification testing detailed in Table 1. While the specification (6.1.2) requires that only approved additives are used, confirming that non-approved additives are absent is difficult, because it is unclear what analytical method to apply, given that:

X2.1.1 The analytical target may be uncertain, since there is a wide range of (often proprietary) materials involved.

X2.1.2 There is no industry-agreed basis for determining the required analysis sensitivity.

X2.1.3 There usually are no available data, relating to processing additive concentration to aircraft system performance, to set no-harm levels (to define analysis sensitivity).

X2.2 It is therefore not practical for this specification to require detailed chemical analysis of each production batch of aviation fuel beyond the requirements listed in Table 1. Instead, each manufacturing location should ensure that procedures are in place to control processing additive use and impact on product performance. One acceptable approach to do this is to implement a management of change procedure that evaluates the impact of processing changes (including process additives) on finished product quality. Other approaches may also be acceptable.

X2.3 Distribution Control

X2.3.1 Although the application of Specification D1655 extends from jet fuel manufacture to the wing tip, Specification D1655 does not define quality assurance testing and handling procedures appropriate for maintaining the quality of the fuel through the distribution system. Standards for such procedures were originally developed and maintained by fuel suppliers/handlers. Recent initiatives in response to field incidents have resulted in the industry publishing ICAO 9977 to provide guidance for jet fuel handling. ICAO 9977 calls out EI/JIG 1530, JIG 1, JIG 2, API 1543, API 1595, and other standards for producing, handling, and supplying aviation fuels. Changes in the fuel handling systems should be subject to a formal risk and management of change assessment to ensure product quality is maintained.

X2.4 Information on Other Uses of Specification D1655 Aviation Turbine Fuel

X2.4.1 Specification D1655 fuel is used in other applications besides aviation turbines. This section covers some important guidance information for these other applications.

X2.4.2 *Compression-ignition Aircraft Engines:*

X2.4.2.1 Some compression-ignition aircraft engines are designed to operate with jet fuel meeting Specification D1655. These engines require jet fuel within a certain cetane number range to ensure stable operation, but cetane number (Test Method D613) or derived cetane number (Test Methods D6890/D7170/D7668) is not listed as a required property in Table 1 of Specification D1655. Jet fuel properties that are specified in Table 1 of Specification D1655 do allow for the calculation of cetane index, which can be used as an approximation for cetane number. Cetane index is derived from distillation and density using Test Method D4737 (Procedure A). However, it should be noted that the Test Method D4737 correlation was not developed with consideration of synthetic kerosenes such as those identified in Specification D7566, and therefore, its accuracy may be suspect should these blend components be present.

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(1) *Manual on Significance of Tests for Petroleum Products*, MNL 1, ASTM International, 2003.
(2) Fuels and Lubricants Handbook: Technology, Properties, Performance, and Testing, *MNL 37, Eds., Totten, George E., Westbrook, Steven R., and Shah, Rajesh J., ASTM International, W. Conshohocken, PA, 2003.*
(3) *Handbook of Aviation Fuel Properties*, Fourth Edition, CRC Report 663, Coordinating Research Council, Alpharetta, GA, 30022, 2014.
(4) Bert, J. A., and Painter, L., "A New Fuel Thermal Stability Test (A Summary of Coordinating Research Council Activity)," SAE Paper 730385, Society of Automotive Engineers, Warrendale, PA, 1973.
(5) Gaughan, R. R., et al, "Pre-Refined Crudes and Their Impact on Jet Fuel Thermal Stability Over Time," IASH, Rhodes, Greece, 2013.

SUMMARY OF CHANGES

Subcommittee D02.J0 has identified the location of selected changes to this standard since the last issue (D1655 – 20a) that may impact the use of this standard. (Approved July 15, 2020.)

(1) Revised Table 2 and added footnote V.

Subcommittee D02.J0 has identified the location of selected changes to this standard since the last issue (D1655 – 20$^{\varepsilon 1}$) that may impact the use of this standard. (Approved July 1, 2020.)

(1) Added D7236 and IP 534 to Section 2.
(2) Revised Table 1 and footnote J.
(3) Revised subsection 11.1.3.

Subcommittee D02.J0 has identified the location of selected changes to this standard since the last issue (D1655 – 19a) that may impact the use of this standard. (Approved May 1, 2020.)

(1) Added definition for co-hydroprocessed Fischer-Tropsch hydrocarbons in 3.1.2.
(2) Added RR:D02-1929 in Footnote 17.
(3) Added subsections A1.2.2.2 and A1.2.2.4.
(4) Revised subsections 1.2, A1.2.2.1, A1.2.2.3, X1.2.1, and X1.13.2.2.
(5) Deleted subsection A1.2.2.3(*2*)
(6) Revised title of Table A1.1 and Footnote I.
(7) Added Table X1.2.
(8) Added Test Method D8267 to 2.1, Table 3, and 11.1.14.

Subcommittee D02.J0 has identified the location of selected changes to this standard since the last issue (D1655 – 19) that may impact the use of this standard. (Approved Dec. 1, 2019.)

(1) Added new Footnote L to Table 1.
(2) Deleted Appendix X3.
(3) Deleted 10.2 and 10.4.

Subcommittee D02.J0 has identified the location of selected changes to this standard since the last issue (D1655 – 18b) that may impact the use of this standard. (Approved March 1, 2019.)

(1) Added new Footnote C to Table 1.
(2) Added new subsection 11.1.14.1.

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Designation: D910 – 20a

An American National Standard

Standard Specification for Leaded Aviation Gasolines[1]

This standard is issued under the fixed designation D910; the number immediately following the designation indicates the year of original adoption or, in the case of revision, the year of last revision. A number in parentheses indicates the year of last reapproval. A superscript epsilon (ε) indicates an editorial change since the last revision or reapproval.

This standard has been approved for use by agencies of the U.S. Department of Defense.

1. Scope*

1.1 This specification covers formulating specifications for purchases of aviation gasoline under contract and is intended primarily for use by purchasing agencies.

1.2 This specification defines specific types of aviation gasolines for civil use. It does not include all gasolines satisfactory for reciprocating aviation engines. Certain equipment or conditions of use may permit a wider, or require a narrower, range of characteristics than is shown by this specification.

1.3 The values stated in SI units are to be regarded as standard. No other units of measurement are included in this standard.

1.4 *This international standard was developed in accordance with internationally recognized principles on standardization established in the Decision on Principles for the Development of International Standards, Guides and Recommendations issued by the World Trade Organization Technical Barriers to Trade (TBT) Committee.*

2. Referenced Documents

2.1 *ASTM Standards:*[2]

D86 Test Method for Distillation of Petroleum Products and Liquid Fuels at Atmospheric Pressure

D93 Test Methods for Flash Point by Pensky-Martens Closed Cup Tester

D130 Test Method for Corrosiveness to Copper from Petroleum Products by Copper Strip Test

D323 Test Method for Vapor Pressure of Petroleum Products (Reid Method)

D357 Method of Test for Knock Characteristics of Motor Fuels Below 100 Octane Number by the Motor Method; Replaced by D 2700 (Withdrawn 1969)[3]

D381 Test Method for Gum Content in Fuels by Jet Evaporation

D614 Method of Test for Knock Characteristics of Aviation Fuels by the Aviation Method; Replaced by D 2700 (Withdrawn 1970)[3]

D873 Test Method for Oxidation Stability of Aviation Fuels (Potential Residue Method)

D909 Test Method for Supercharge Rating of Spark-Ignition Aviation Gasoline

D1094 Test Method for Water Reaction of Aviation Fuels

D1266 Test Method for Sulfur in Petroleum Products (Lamp Method)

D1298 Test Method for Density, Relative Density, or API Gravity of Crude Petroleum and Liquid Petroleum Products by Hydrometer Method

D1948 Method of Test for Knock Characteristics of Motor Fuels Above 100 Octane Number by the Motor Method; Replaced by D 2700 (Withdrawn 1968)[3]

D2386 Test Method for Freezing Point of Aviation Fuels

D2392 Test Method for Color of Dyed Aviation Gasolines

D2622 Test Method for Sulfur in Petroleum Products by Wavelength Dispersive X-ray Fluorescence Spectrometry

D2624 Test Methods for Electrical Conductivity of Aviation and Distillate Fuels

D2700 Test Method for Motor Octane Number of Spark-Ignition Engine Fuel

D3338 Test Method for Estimation of Net Heat of Combustion of Aviation Fuels

D3341 Test Method for Lead in Gasoline—Iodine Monochloride Method

D4052 Test Method for Density, Relative Density, and API Gravity of Liquids by Digital Density Meter

D4057 Practice for Manual Sampling of Petroleum and Petroleum Products

D4171 Specification for Fuel System Icing Inhibitors

D4177 Practice for Automatic Sampling of Petroleum and Petroleum Products

[1] This specification is under the jurisdiction of ASTM Committee D02 on Petroleum Products, Liquid Fuels, and Lubricants and is the direct responsibility of Subcommittee D02.J0.02 on Spark and Compression Ignition Aviation Engine Fuels.

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[2] For referenced ASTM standards, visit the ASTM website, www.astm.org, or contact ASTM Customer Service at service@astm.org. For *Annual Book of ASTM Standards* volume information, refer to the standard's Document Summary page on the ASTM website.

[3] The last approved version of this historical standard is referenced on www.astm.org.

*A Summary of Changes section appears at the end of this standard

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D4306 Practice for Aviation Fuel Sample Containers for Tests Affected by Trace Contamination
D4529 Test Method for Estimation of Net Heat of Combustion of Aviation Fuels
D4809 Test Method for Heat of Combustion of Liquid Hydrocarbon Fuels by Bomb Calorimeter (Precision Method)
D4865 Guide for Generation and Dissipation of Static Electricity in Petroleum Fuel Systems
D5006 Test Method for Measurement of Fuel System Icing Inhibitors (Ether Type) in Aviation Fuels
D5059 Test Methods for Lead and Manganese in Gasoline by X-Ray Spectroscopy
D5191 Test Method for Vapor Pressure of Petroleum Products and Liquid Fuels (Mini Method)
D5453 Test Method for Determination of Total Sulfur in Light Hydrocarbons, Spark Ignition Engine Fuel, Diesel Engine Fuel, and Engine Oil by Ultraviolet Fluorescence
D6469 Guide for Microbial Contamination in Fuels and Fuel Systems
D7547 Specification for Hydrocarbon Unleaded Aviation Gasoline
E29 Practice for Using Significant Digits in Test Data to Determine Conformance with Specifications

3. Terminology

3.1 *Definitions:*

3.1.1 *aviation gasoline, n*—gasoline possessing specific properties suitable for fueling aircraft powered by reciprocating spark ignition engines.

3.1.1.1 *Discussion*—Principal properties include volatility limits, stability, detonation-free performance in the engine for which it is intended, and suitability for low temperature performance.

3.2 *Abbreviations:*

3.2.1 *LL*—low lead

3.2.2 *VLL*—very low lead

4. General

4.1 This specification, unless otherwise provided, prescribes the required properties of aviation gasoline at the time and place of delivery.

5. Classification

5.1 Three grades of leaded aviation gasoline are provided, known as:

Grade 100
Grade 100LL
Grade 100VLL

NOTE 1—The above grade names are based on their octane/performance numbers as measured by the now obsolete Test Method D614 (Discontinued 1970). A table for converting octane/performance numbers obtained by Test Method D2700 motor method into aviation ratings was last published in Specification D910–94 in the 1995 *Annual Book of ASTM Standards*, Vol 05.01.

5.2 Grades 100, 100LL, and 100VLL represent aviation gasolines identical in minimum antiknock quality but differing in maximum lead content and color. The color identifies the difference for engines that have a low tolerance to lead.

NOTE 2—Listing of, and requirements for, Avgas Grades 108/135, and 115/145 appeared in the 1967 version of this specification. U.S. Military Specification MIL-G-5572F, dated January 24, 1978 (withdrawn March 22, 1988), also covers grade 115/145 aviation gasoline, and is available as a research report.[4] Listing of, and requirements for, Avgas Grades 80 and 91 appeared in the 2016 and 2017 versions of this specification respectively. Provision for unleaded Grade 91, with an optional supercharge D909 test, has been made in Specification D7547.

5.3 Although the grade designations show only a single octane rating for each grade, they shall meet a minimum lean mixture motor rating and a minimum rich mixture supercharge rating (see X1.2.2).

6. Materials and Manufacture

6.1 Aviation gasoline, except as otherwise specified in this specification, shall consist of blends of refined hydrocarbons derived from crude petroleum, natural gasoline, or blends, thereof, with synthetic hydrocarbons or aromatic hydrocarbons, or both.

6.2 *Additives—Mandatory,* shall be added to each grade of aviation gasoline in the amount and of the composition specified in the following list of approved materials.

6.2.1 *Tetraethyl Lead,* shall be added in the form of an antiknock mixture containing not less than 61 % by mass of tetraethyl lead and sufficient ethylene dibromide to provide two bromine atoms per atom of lead. The balance shall contain no added ingredients other than kerosene, an approved oxidation inhibitor, and blue dye, as specified herein. The maximum concentration limit for each grade of gasoline is specified in Table 1.

6.2.1.1 If mutually agreed upon by the fuel producer and additive vendor, tetraethyl lead antiknock mixture may be diluted with 20 % by mass of a mixed aromatic solvent having a minimum flash point of 60 °C according to Test Methods D93 when the product is to be handled in cold climates. The TEL content of the dilute product is reduced to 49 % by mass, so that the amount of antiknock additive must be adjusted to achieve the necessary lead level. The dilute product still delivers two bromine atoms per atom of lead.

6.2.2 *Dyes*—The maximum concentration limits in each grade of gasoline are specified in Table 1.

6.2.2.1 The only blue dye that shall be present in the finished gasoline shall be essentially 1,4-dialkylaminoanthraquinone.

6.2.2.2 The only yellow dyes that shall be present in the finished gasoline shall be essentially p-diethylaminoazobenzene (Color Index No. 11021) or 1,3-benzenediol 2,4-bis [(alkylphenyl)azo-].

6.3 *Additives*—These may be added to each grade of aviation gasoline in the amount and of the composition specified in the following list of approved materials.[5] The quantities and

[4] Supporting data have been filed at ASTM International Headquarters and may be obtained by requesting Research Report RR:D02-1255. Contact ASTM Customer Service at service@astm.org.

[5] Supporting data (guidelines for the approval or disapproval of additives) have been filed at ASTM International Headquarters and may be obtained by requesting Research Report RR:D02-1125. Contact ASTM Customer Service at service@astm.org.

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TABLE 1 Detailed Requirements for Leaded Aviation Gasolines[A]

Property		Grade 100VLL	Grade 100LL	Grade 100	ASTM Test Method[B]
COMBUSTION					
Net heat of combustion, MJ/kg[C]	min	43.5	43.5	43.5	D4529 or D3338
Octane Rating					
Knock value, lean mixture[D]					
Motor Octane Number	min	99.6	99.6	99.6	D2700
Aviation Lean Rating	min	100.0	100.0	100.0	D2700
Knock value, rich mixture					
Octane number	min				D909
Performance number[E,F]	min	130.0	130.0	130.0	D909
COMPOSITION					
Sulfur, mass percent	max	0.05	0.05	0.05	D1266 , D2622, or D6453
Tetraethyl lead[G]					
TEL, mL/L	min	0.27	0.27	0.27	D3341 or D5059
	max	0.43	0.53	1.06	
Pb, g/L	min	0.28	0.28	0.28	
	max	0.45	0.56	1.12	
Color		blue	blue	green	D2392
Dye content[H], mg/L					
Blue dye	max	2.7	2.7	2.7	
Yellow dye	max	none	none	2.8	

Requirements for All Grades			
VOLATILITY			
Vapor pressure, 38 °C, kPa	min	38.0	D323 or D5191[I]
	max	49.0	
Density at 15 °C, kg/m³		Report	D1298 or D4052
Distillation, °C			D86
Initial boiling point		Report	
Fuel Evaporated			
10 volume percent at °C	max	75	
40 volume percent at °C	min	75	
50 volume percent at °C	max	105	
90 volume percent at °C	max	135	
Final boiling point	max	170	
Sum of 10 % + 50 % evaporated temperatures	min	135	
Recovery volume percent	min	97	
Residue volume percent	max	1.5	
Loss volume percent	max	1.5	
FLUIDITY			
Freezing point, °C	max	–58[J]	D2386
CORROSION			
Copper strip, 2 h at 100 °C	max	No. 1	D130
CONTAMINANTS			
Oxidation stability, mg/100 mL (5 h aging)[K,L]			D873
Potential gum	max	6	
Lead precipitate	max	3	
Water reaction			D1094
Volume change, mL	max	±2	
OTHER			
Electrical conductivity, pS/m	max	600[M]	D2624

[A] For compliance of test results against the requirements of Table 1, see 7.2.

[B] The test methods indicated in this table are referred to in Section 11.

[C] For all grades use either Eq 1 or Table 1 in Test Method D4529 or Eq 2 in Test Method D3338. Test Method D4809 may be used as an alternative. In case of dispute, Test Method D4809 shall be used.

[D] Both Motor Octane Number (MON) and Aviation Lean Mixture values shall be reported.

[E] A performance number of 130.0 is equivalent to a knock value determined using *iso*-octane plus 0.34 mL TEL/L.

[F] Knock ratings shall be reported to the nearest 0.1 octane/performance number.

[G] Historically, market survey and test engine data have indicated that for ASTM D910 leaded aviation gasolines, tetraethyl lead concentration typically must exceed 0.28 g lead per litre (0.265 mL tetraethyl lead per litre) for Grades 100, 100LL, and 100VLL. Fuels containing substantially less lead may not satisfy the octane requirements of reciprocating spark ignition aviation engines while meeting the lean and rich mixture limits specified in Table 1.

[H] The maximum dye concentrations shown do not include solvent in dyes supplied in liquid form.

[I] Test Method D5191 shall be the referee vapor pressure method.

[J] If no crystals have appeared on cooling to –58 °C, the freezing point may be reported as less than –58 °C.

[K] If mutually agreed upon between the purchaser and the supplier, a 16 h aging gum requirement may be specified instead of the 5 h aging gum test; in such case the gum content shall not exceed 10 mg/100 mL and the visible lead precipitate shall not exceed 4 mg/100 mL. In such fuel the permissible antioxidant shall not exceed 24 mg/L.

[L] Test Method D381 existent gum test can provide a means of detecting quality deterioration or contamination, or both, with heavier products following distribution from refinery to airport. Refer to X1.7.1.

[M] Applies only when an electrical conductivity additive is used; when a customer specifies fuel containing conductivity additive, the following conductivity limits shall apply under the condition at point of use: Minimum 50 pS/m; Maximum 600 pS/m. The supplier shall report the amount of additive added.

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types shall be declared by the manufacturer. Additives added after the point of manufacture shall also be declared.

6.3.1 *Antioxidants*—The following oxidation inhibitors may be added to the gasoline separately, or in combination, in total concentration not to exceed 12 mg of inhibitor (not including weight of solvent) per litre of fuel.

6.3.1.1 2,6-ditertiary butyl-4-methylphenol.

6.3.1.2 2,4-dimethyl-6-tertiary butylphenol.

6.3.1.3 2,6-ditertiary butylphenol.

6.3.1.4 75 % minimum 2,6-ditertiary butylphenol plus 25 % maximum mixed *tertiary* and *tritertiary* butylphenols.

6.3.1.5 75 % minimum di- and tri-isopropyl phenols plus 25 % maximum di- and tri-*tertiary* butylphenols.

6.3.1.6 72 % minimum 2,4-dimethyl-6-tertiary butylphenol plus 28 % maximum monomethyl and dimethyl *tertiary* butylphenols.

6.3.1.7 N,N'-di-isopropyl-para-phenylenediamine.

6.3.1.8 N,N'-di-secondary-butyl-para-phenylenediamine.

6.3.2 *Fuel System Icing Inhibitor (FSII)*—One of the following may be used.

6.3.2.1 *Isopropyl Alcohol (IPA, propan-2-ol)*, in accordance with the requirements of Specification D4171 (Type II). May be used in concentrations recommended by the aircraft manufacturer when required by the aircraft owner/operator.

NOTE 3—Addition of isopropyl alcohol (IPA) may reduce knock ratings below minimum specification values (see X1.2.4).[6]

6.3.2.2 *Di-Ethylene Glycol Monomethyl Ether (Di-EGME)*, conforming to the requirements of Specification D4171 (Type III), may be used in concentrations of 0.10 % to 0.15 % by volume when required by the aircraft owner/operator.

6.3.2.3 Test Method D5006 can be used to determine the concentration of Di-EGME in aviation fuels.

6.3.3 *Electrical Conductivity Additive*—Stadis 450[7] in concentrations up to 3 mg/L is permitted. When loss of fuel conductivity necessitates retreatment with electrical conductivity additive, further addition is permissible up to a maximum cumulative level of 5 mg/L of Stadis 450.

6.3.4 *Corrosion Inhibitor Additive*—The following corrosion inhibitors may be added to the gasoline in concentrations not to exceed the maximum allowable concentration (MAC) listed for each additive.

DCI-4A	MAC = 24 g/m^3
DCI-6A	MAC = 15 g/m^3
HITEC 580	MAC = 22.5 g/m^3
NALCO 5403	MAC = 22.5 g/m^3
NALCO 5405	MAC = 11.0 g/m^3
PRI-19	MAC = 22.5 g/m^3
UNICOR J	MAC = 22.5 g/m^3
SPEC-AID 8Q22	MAC = 24.0 g/m^3
TOLAD 351	MAC = 24.0 g/m^3
TOLAD 4410	MAC = 22.5 g/m^3

7. Detailed Requirements

7.1 The aviation gasoline shall conform to the requirements prescribed in Table 1.

7.2 Test results shall not exceed the maximum or be less than the minimum values specified in Table 1. No allowance shall be made for the precision of the test methods. To determine the conformance to the specification requirement, a test result may be rounded to the same number of significant figures as in Table 1 using Practice E29. Where multiple determinations are made, the average result, rounded according to Practice E29, shall be used.

8. Workmanship, Finish and Appearance

8.1 The aviation gasoline specified in this specification shall be free from undissolved water, sediment, and suspended matter. The odor of the fuel shall not be nauseating or irritating. No substances of known dangerous toxicity under usual conditions of handling and use shall be present except as permitted in this specification.

9. Sampling

9.1 Because of the importance of proper sampling procedures in establishing fuel quality, use the appropriate procedures in Practice D4057 or Practice D4177.

9.1.1 Although automatic sampling following Practice D4177 may be useful in certain situations, initial refinery specification compliance testing shall be performed on a sample taken following procedures in Practice D4057.

9.2 A number of aviation gasoline properties, including copper corrosion, electrical conductivity, and others are very sensitive to trace contamination which can originate from sample containers. For recommended sample containers, refer to Practice D4306.

10. Reports

10.1 The type and number of reports to ensure conformance with the requirements of this specification shall be mutually agreed to by the purchaser and the supplier of the aviation gasoline.

11. Test Methods

11.1 The requirements enumerated in this specification shall be determined in accordance with the following ASTM test methods:

11.1.1 *Knock Value (Lean Rating)*—Test Method D2700.

11.1.2 *Knock Value (Rich Rating)*—Test Method D909.

11.1.3 *Tetraethyllead*—Test Methods D3341 or D5059.

11.1.4 *Color*—Test Method D2392.

11.1.5 *Density*—Test Methods D1298 or D4052.

11.1.6 *Distillation*—Test Method D86.

11.1.7 *Vapor Pressure*—Test Methods D323 or D5191.

11.1.8 *Freezing Point*—Test Method D2386.

11.1.9 *Sulfur*—Test Methods D1266 or D2622.

11.1.10 *Net Heat of Combustion*—Test Methods D4529 or D3338.

11.1.11 *Corrosion (Copper Strip)*—Test Method D130, 2 h test at 100 °C in bomb.

11.1.12 *Potential Gum and Visible Lead Precipitate*—Test Method D873 except that wherever the letter X occurs (referring to oxidation time) insert the number 5, designating the number of hours prescribed in this specification.

[6] Supporting data have been filed at ASTM International Headquarters and may be obtained by requesting Research Report RR:D02-1526. Contact ASTM Customer Service at service@astm.org.

[7] Stadis 450 is a registered trademark marketed by Innospec Inc., Innospec Manufacturing Park, Oil Sites Road, Ellesmere Port, Cheshire, CH65 4EY, UK.

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11.1.13 *Water Reaction*—Test Method D1094.
11.1.14 *Electrical Conductivity*—Test Methods D2624.

12. Keywords

12.1 Avgas; aviation gasoline; gasoline

APPENDIX

(Nonmandatory Information)

X1. PERFORMANCE CHARACTERISTICS OF AVIATION GASOLINES

X1.1 Introduction

X1.1.1 Aviation gasoline is a complex mixture of relatively volatile hydrocarbons that vary widely in their physical and chemical properties. The engines and aircraft impose a variety of mechanical, physical, and chemical environments. The properties of aviation gasoline (Table X1.1) must be properly balanced to give satisfactory engine performance over an extremely wide range of conditions.

X1.1.2 The ASTM requirements summarized in Table 1 are quality limits established on the basis of the broad experience and close cooperation of producers of aviation gasoline, manufacturers of aircraft engines, and users of both commodities. The values given are intended to define aviation gasoline suitable for most types of spark-ignition aviation engines; however, certain equipment or conditions of use may require fuels having other characteristics.

X1.1.3 Specifications covering antiknock quality define the grades of aviation gasoline. The other requirements either prescribe the proper balance of properties to ensure satisfactory engine performance or limit components of undesirable nature to concentrations so low that they will not have an adverse effect on engine performance.

X1.2 Combustion Characteristics (Antiknock Quality and Antiknock Compound Identification)

X1.2.1 The fuel-air mixture in the cylinder of a spark-ignition engine will, under certain conditions, ignite spontaneously in localized areas instead of progressing from the spark.

TABLE X1.1 Performance Characteristics of Aviation Gasoline

Performance Characteristics	Test Methods	Sections
Combustion characteristics	knock value (lean mixture)	X1.2.4
Antiknock quality and antiknock compound identification	knock value (rich mixture)	X1.2.5
	isopropyl alcohol	X1.2.6
	tetraethyllead	X1.2.7
	dyes	X1.2.8
Fuel metering and aircraft range	density	X1.3.1
	net heat of combustion	X1.3.2
Carburetion and fuel vaporization	vapor pressure	X1.4.1
	distillation	X1.4.2
Corrosion of fuel system and engine parts	copper strip corrosion	X1.5.1
	sulfur content	X1.5.2
Fluidity at low temperatures	freezing point	X1.6
Fuel cleanliness, handling, and storage stability	existent gum	X1.7.1
	potential gum	X1.7.2
	visible lead precipitate	X1.7.3
	water reaction	X1.7.5

This may cause a detonation or knock, usually inaudible in aircraft engines. This knock, if permitted to continue for more than brief periods, may result in serious loss of power and damage to, or destruction of, the aircraft engine. When aviation gasoline is used in other types of aviation engines, for example, in certain turbine engines where specifically permitted by the engine manufacturers, knock or detonation characteristics may not be critical requirements.

X1.2.2 Aviation gasoline grades are also identified by two numbers separated by a slant line (/). The first number is called the lean mixture rating and the second number is called the rich mixture rating. This specification describes three grades of aviation gasoline as follows: 100/130, 100/130LL, and 100/130VLL. Numbers below 100 are octane numbers, while numbers above 100 are performance numbers. At 100, octane number and performance number are equal. The suffix LL describes a grade containing lower tetraethyllead than a second grade of identical lean and rich mixture ratings. The suffix VLL designates a grade containing lower tetraethyllead than grade 100/130LL of identical lean and rich mixture ratings.

X1.2.3 Both the lean mixture rating and the rich mixture rating are determined in standardized laboratory knock test engines that are operated under prescribed conditions. Results are expressed as octane numbers up to 100 and above this point as quantities of tetraethyllead added to *iso*octane (2,2,4-trimethylpentane). Octane number is defined arbitrarily as the percentage of *iso*octane in that blend of *iso*octane and *n*-heptane that the gasoline matches in knock characteristics when compared by the procedure specified. The quantities of tetraethyllead added to *iso*octane that the gasoline matches in knock characteristics when compared by the procedure specified may be converted to performance numbers by a chart. The performance number is an indication of the relative power obtainable from an engine as compared with operation of the same engine with leaded *iso*octane, operating at equal knocking intensity. The lean mixture rating together with the rich mixture rating can be used as a guide to the amount of knock-limited power that may be obtained in a full-scale engine under cruise (lean) and take-off (rich) conditions.

X1.2.4 It has been observed that when isopropyl alcohol (IPA) is added to a Grade 100, Grade 100LL, or Grade 100VLL aviation gasoline as a fuel system icing inhibitor, the antiknock rating of the fuel can be reduced. Since isopropyl alcohol is normally added in the field at the point of use, the

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operator is cautioned that performance numbers on the alcohol-fuel blend may not meet specification minimums. Typical performance number reductions with addition of one volume % IPA has been 0.5 motor octane number on the lean rating and 3.0 to 3.5 performance number on the rich rating. Thus a Grade 100, 100LL, or 100VLL aviation gasoline rated in the knock test engines at the point of manufacture to be 99.5/130 octane/performance number might, with the addition of one volume percent alcohol, be about 99/127 octane/performance number. At three volume percent, the reductions are about 1.5 octane number and 7.5 performance number for lean and rich ratings, respectively. It should be noted that a survey conducted by the General Aviation Manufacturers Association failed to find field evidence or experience to suggest that these reductions have caused engine distress, that is, knocking or power loss at their recommended 1 % maximum level.

X1.2.5 *Knock Value, Lean Mixture Rating (Test Method D2700)*—The specification parameter knock value, lean value mixture lists both "Motor Octane Number" (MON) and "Aviation Lean," as determined by Test Method D2700. Historically, aviation lean ratings were determined (from 1941 through 1970) by Test Method D614. An extensive comparison of National Exchange Group data from 1947 through 1964 established that motor octane numbers as determined by Test Methods D357 and D1948 could be converted to equivalent Test Method D614 ratings. A table to convert MON to the corresponding aviation lean rating was included in Test Method D2700, which was first issued in 1968 as a revision, consolidation and intended eventual replacement of Test Methods D357 (Withdrawn 1969), D614 (Withdrawn 1970), and D1948 (Withdrawn 1968). Currently "Aviation Lean" ratings are only determinable from the MON conversion table in Test Method D2700. However, the equivalent "Aviation Lean" rating is maintained as a specified parameter in Table 1 to ensure aircraft compliance with historical type certification data sheets.

X1.2.6 *Rich Mixture Rating (Supercharge Test Method D909)*—This test method uses a laboratory engine that is capable of being operated at varying air-fuel mixtures and through a range of supercharge manifold pressures. The rating of a fuel is determined by comparing its knock-limited power with those for bracketing blends of reference fuels under standard operating conditions. The rating is made at the rich peak of the mixture response curve (about 0.11 fuel-air ratio) of the lower bracketing reference fuel.

X1.2.7 *Tetraethyllead*—Tetraethyllead offers the most economical means of providing high antiknock value for aviation gasoline. It is added to aviation gasoline in the form of a fluid which, in addition to tetraethyllead, contains an organic halide scavenging agent and an identifying blue dye. The scavenging agent is needed to keep the tetraethyllead combustion products volatile so that they will theoretically be completely discharged from the cylinder. Actually, lead compounds are deposited in the combustion chamber and some find their way into the lubricating oil. The products of combustion of tetraethyllead fluid are also known to be corrosive. Since deposition and corrosive tendencies are undesirable, the quantity of tetraethyllead in aviation gasoline is limited by specification commensurate with economic considerations.

X1.2.8 *Dyes*—The law provides that all fuels containing tetraethyllead must be dyed to denote the presence of the poisonous component. Colors are also used in aviation fuels to differentiate between grades. Service experience has indicated that only certain dyes and only certain amounts of dye can be tolerated without manifestation of induction system deposition. The names of the approved dyes are specified as well as the maximum quantity of each permissible in each grade. Other dyes have been approved in earlier versions of this specification. A summary of all approved chemistries and maximum permissible concentrations is provided in Tables X1.2 and X1.3.

X1.3 Fuel Metering and Aircraft Range

X1.3.1 *Density*—Density is a property of a fluid and is of significance in metering flow and in mass-volume relationships for most commercial transactions. It is particularly useful in empirical assessments of heating value when used with other parameters such as aniline point or distillation.

X1.3.2 *Net Heat of Combustion*—The net heat of combustion provides a knowledge of the amount of energy obtainable from a given fuel for the performance of useful work, in this instance, power. Aircraft design and operation are dependent upon the availability of a certain predetermined minimum amount of energy as heat. Consequently, a reduction in heat energy below this minimum is accompanied by an increase in fuel consumption with corresponding loss of range. Therefore, a minimum net heat of combustion requirement is incorporated in the specification. The determination of net heat of combustion is time consuming and difficult to conduct accurately. This led to the development and use of the aniline point and density relationship to estimate the heat of combustion of the fuel. This relationship is used along with the sulfur content of the fuel to obtain the net heat of combustion for the purposes of this specification. An alternative calculation, Test Method D3338, is based on correlations of aromatics content, density, volatility, and sulfur content. This test method may be preferred at refineries where all these values are normally obtained and the necessity to obtain the aniline point is avoided. The direct measurement method is normally used only as a referee method in cases of dispute.

X1.3.3 No great variation in density or heat of combustion occurs in modern aviation gasolines, since they depend on hydrocarbon composition that is already closely controlled by other specification properties.

TABLE X1.2 Approved Dye Types

Color[A]	Approved Dye
Blue	Essentially 1,4-dialkylaminoanthraquinone
Yellow	Essentially p-diethylaminoazobenzene (Color Index No. 11021) or 1,3-benzenediol 2,4-bis [(alkylphenyl)azo-]
Red	Essentially alkyl derivatives of azobenzene-4-azo-2-naphthol
Orange	Essentially benzene-azo-2-napthol (Color Index No. 12055)

[A] Supporting data may be found in ASTM D910 – 15.

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TABLE X1.3 Maximum Dye Concentration by Grade

Grade	Color	Maximum Concentration mg/L			
		Blue	Yellow	Red	Orange
80	Red[A]	0.2	none	2.3	none
91	Blue[B]	1.5	none	none	none
100VLL	Blue[A]	2.7	none	none	none
100LL	Blue[A]	2.7	none	none	none
100	Green[A]	2.7	2.8	none	none
108/135	Brown[B]	0.8	none	0.7	1.6
115/145	Purple[B]	1.2	none	0.9	none

[A] Supporting data may be found in ASTM D910 – 15.
[B] Supporting data may be found in ASTM D910 – 67.

X1.4 Carburetion and Fuel Vaporization

X1.4.1 In many spark-ignition aviation engines, the gasoline is metered in liquid form through the carburetor where it is mixed with air and vaporized before entering the supercharger from which the fuel-air mixture enters the cylinder of the engine. In other types of engines, the fuel may be metered directly into the supercharger, the cylinder, or the combustor. The volatility, the tendency to evaporate or change from a liquid to a gaseous state, is an extremely important characteristic of aviation fuel.

X1.4.2 Gasolines that vaporize too readily may boil in fuel lines or carburetors, particularly as altitude increases, and cause vapor lock with resultant stoppage of fuel flow to the engine. Conversely, fuels that do not completely vaporize may cause engine malfunctioning of other sorts. Therefore, a proper balance of the volatility of the various hydrocarbon components is essential to satisfactory performance of the finished fuel.

X1.4.3 *Vapor Pressure*—The vapor pressure of an aviation gasoline is the measure of the tendency of the more volatile components to evaporate. Experience has shown that fuels having a Reid vapor pressure no higher than 49 kPa will be free of vapor-locking tendencies under most conditions of aircraft usage. A research report is available.[8]

X1.4.4 *Distillation*—The relative proportions of all the hydrocarbon components of a gasoline are measured in terms of volatility by the range of distillation temperatures. The method is empirical and useful in comparing fuels, but is not intended to separate or identify quantitatively the individual hydrocarbons present in the fuel.

X1.4.4.1 A maximum value is set on the 10 % evaporated point to ensure ease of starting and a reasonable degree of flexibility during the warm-up period. To guard against too high a volatility that might lead to carburetor icing or vapor lock, or both, (also protected against by the vapor pressure test) a minimum value is set for the sum of the 10 % and 50 % evaporated points.

X1.4.4.2 A maximum value is specified for the 50 % evaporated temperature to ensure average volatility sufficient to permit adequate evaporation of the fuel in the engine induction system. Insufficient evaporation may lead to loss of power.

X1.4.4.3 A maximum temperature is prescribed for the 90 % evaporated point to prevent too much liquid fuel being delivered to the cylinders, resulting in power loss, and to prevent poor distribution to the various cylinders. Such a condition might lead to excessive leanness in some cylinders with consequent engine roughness, perhaps accompanied by knocking and damage to the engine. Lowered fuel economy and excessive dilution of the lubricating oil may result from too high a 90 % evaporated point.

X1.4.4.4 A minimum value is stipulated for the 40 % evaporated temperature in an effort to control, indirectly, specific gravity and, consequently, carburetor metering characteristics.

X1.4.4.5 A maximum is placed on the final boiling point (end point) which, together with the maximum prescribed for the 90 % evaporated point, is used to prevent incorporation of excessively high boiling components in the fuel that may lead to maldistribution, spark plug fouling, power loss, lowered fuel economy, and lubricating oil dilution.

X1.4.4.6 The stipulation of a minimum recovery and a maximum loss in this specification in conjunction with the vapor pressure requirement is intended to protect against excessive losses by evaporation in storage, handling, and in the aircraft tank. It is also a check on the distillation test technique.

X1.4.4.7 A maximum value is specified for the distillation residue to prevent the inclusion of undesirable high-boiling components essentially impossible to burn in the combustion chamber, the presence of which may reflect the degree of care with which the product is refined or handled. The amount of residue along with the end point temperature can be used as an indication of contamination with high-boiling materials.

X1.5 Corrosion of Fuel System and Engine Parts

X1.5.1 *Copper Strip*—The requirement that gasoline must pass the copper strip corrosion test provides assurance that the product will not corrode the metal parts of fuel systems.

X1.5.2 *Sulfur*—Total sulfur content of aviation fuels is significant because the products of combustion of sulfur can cause corrosive wear of engine parts.

X1.6 Fluidity at Low Temperatures

X1.6.1 A freezing point requirement is specified to preclude solidification of any hydrocarbon components at extremely low temperatures with consequent interference with fuel flow to the engine.

X1.6.2 *Fuel System Icing Inhibitor*—Isopropyl alcohol (IPA), approved in 6.3.2.1, and diethyleneglycol monomethyl ether (Di-EGME), approved in 6.3.2.2, shall be in accordance with the requirements shown in Specification D4171.

X1.7 Fuel Cleanliness, Handling and Storage Stability

X1.7.1 *Existent Gum*—Gum is a non-volatile residue left by evaporation of fuel. The amount of gum present is an indication of the condition of the fuel at the time of test only. Large quantities of gum are indicative of contamination of fuel by higher boiling oils or particulate matter and generally reflect poor fuel handling practices.

[8] Supporting data have been filed at ASTM International Headquarters and may be obtained by requesting Research Report RR:D02-1146. Contact ASTM Customer Service at service@astm.org.

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X1.7.2 *Potential Gum*—Fuel must be usable after storage for variable periods under a variety of climatic conditions. The potential gum test, which is an accelerated oxidation method, is used to estimate fuel stability in storage and the effectiveness of oxidation inhibitors. If the fuel is to be stored under relatively mild conditions for short periods, an oxidation period of 5 h is generally considered sufficient to indicate if the desired stability has been obtained, whereas a 16 h period is desirable to provide stability assurance for long periods and severe conditions, such as storage in tropical climates.

X1.7.3 *Visible Lead Precipitate*—The formation of a lead precipitate during the aging period of the potential gum test under the accelerated oxidation conditions used in this determination indicates a potential instability. Since even small amounts of insoluble material may foul the induction system and plug filters, it is necessary to place a limit on the amount of precipitate formed in this determination.

X1.7.4 *Permissible Oxidation Inhibitors and Oxidation Inhibitor Content*—Antioxidants are used to prevent the formation of gum in fuel during storage. The efficacy of a given inhibitor determined by the apparent oxidation stability of a fuel does not completely establish its suitability for use in an aircraft engine. Oxidation inhibitors have been found to contribute to excessive induction system deposits; therefore, their acceptability for use must ultimately be determined in the full-scale aircraft engine.

X1.7.4.1 The chemical names of approved inhibitors and the maximum quantities permitted are shown in this specification.

X1.7.5 *Water Reaction*—The water reaction method provides a means of determining the presence of materials readily extractable by water or having a tendency to absorb water. When the fuel consists essentially of hydrocarbon components, there is no measurable change in the volume of the water layer.

X1.7.6 *Electrical Conductivity*—The generation of static electricity can create problems in the handling of aviation gasolines. Addition of a conductivity improver may be used as an additional precaution to reduce the amount of static electrical charge present during fuel handling. See Guide D4865 for more information.

X1.7.7 *Microbial Contamination*—Uncontrolled microbial contamination in fuel systems may cause or contribute to a variety of problems including corrosion, odor, filter plugging, decreased stability, and deterioration of fuel/water separation characteristics. In addition to system component damage, off-specification fuel can result.

X1.7.8 Guide D6469 provides personnel with limited microbiological background and an understanding of the symptoms, occurrence, and consequences of chronic microbial contamination. The guide also suggests means for detection and control. Biocides used in aviation fuels must follow engine and airframe manufacturers' approval guidelines.

X1.8 Miscellaneous Tests

X1.8.1 *Aromatics Content*—Low boiling aromatics, which are common constituents of aviation gasolines, are known to affect elastomers to a greater extent than other components in aviation gasoline. Although Specification D910 does not include an explicit maximum aromatic limit, other specification limits effectively restrict the aromatic content of aviation gasolines. Benzene is virtually excluded by the maximum freezing point of −58 °C, while other aromatics are limited by the minimum heating value and the maximum distillation end point. Thus, the heating value limits toluene to about 24 %. Xylenes have a slightly higher heating value and, therefore, would permit somewhat higher aromatic concentrations; however, their boiling points (above 138 °C) limit their inclusion at levels not higher than 10 %. Total aromatic levels above 25 % in aviation gasoline are, therefore, extremely unlikely.

X1.9 General

X1.9.1 Further detailed information on the significance of all test methods relevant to aviation gasoline is provided in Manual MNL 1.[9]

[9] *Manual on Significance of Tests for Petroleum Products*, MNL 1. ASTM International.

SUMMARY OF CHANGES

Subcommittee D02.J0 has identified the location of selected changes to this standard since the last issue (D910 – 20) that may impact the use of this standard. (Approved July 1, 2020.)

(1) Revised Table 1 and footnote M.
(2) Revised subsection X1.2.8 and added Tables X1.2 and X1.3.

Subcommittee D02.J0 has identified the location of selected changes to this standard since the last issue (D910 – 19) that may impact the use of this standard. (Approved May 1, 2020.)

(1) Revised Note 2.

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Subcommittee D02.J0 has identified the location of selected changes to this standard since the last issue (D910 – 17a) that may impact the use of this standard. (Approved Dec. 1, 2019.)

(1) Revised subsection 5.1.
(2) Revised Note 2.
(3) Deleted subsection 6.2.2.3.
(4) Revised Table 1.
(5) Revised subsection X1.2.2.

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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
Environmental hazards	Hazardous to the aquatic environment, long-term hazard	Category 2

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)	None known.

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.
Specific methods	Use water spray to cool unopened containers.

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 SDS 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)	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

Components	Type	Value
Benzene (CAS 71-43-2)	STEL	1 ppm
	TWA	0.1 ppm
Ethylbenzene (CAS 100-41-4)	STEL	545 mg/m3
		125 ppm
	TWA	435 mg/m3
		100 ppm
Kerosene (CAS 8008-20-6)	TWA	100 mg/m3
Naphthalene (CAS 91-20-3)	STEL	75 mg/m3
		15 ppm
	TWA	50 mg/m3
		10 ppm
Toluene (CAS 108-88-3)	STEL	560 mg/m3
		150 ppm
	TWA	375 mg/m3
		100 ppm
Xylene (o,m,p isomers) (CAS 1330-20-7)	STEL	655 mg/m3
		150 ppm

US. NIOSH: Pocket Guide to Chemical Hazards

Components	Type	Value
	TWA	435 mg/m3 100 ppm

Biological limit values

ACGIH Biological Exposure Indices

Components	Value	Determinant	Specimen	Sampling Time
Benzene (CAS 71-43-2)	25 µg/g	S-Phenylmercapturic acid	Creatinine in urine	*
Ethylbenzene (CAS 100-41-4)	0.15 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)	
Solubility (water)	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

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.
Ingestion	May be fatal if swallowed and enters airways.
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
Benzene (CAS 71-43-2)		
Acute		
Dermal		
LD50	Guinea pig; Rabbit	> 9.4 ml/kg, 24 Hours
Inhalation		
LC50	Mouse	9980 ppm
		9980 ppm, 7 Hours
	Rat	43767 mg/m3, 4 Hours
		13700 ppm, 4 Hours
		10000 ppm, 7 Hours
Oral		
LD50	Rat	5970 mg/kg
Ethylbenzene (CAS 100-41-4)		
Acute		
Dermal		
LD50	Rabbit	> 5000 mg/kg
		17.8 ml/kg, 24 Hours
Inhalation		
LC50	Mouse	> 8000 ppm, 20 Minutes
	Rat	4000 ppm
Oral		
LD50	Rat	5.46 g/kg
Other		
LD50	Mouse	17.81 mm/kg
Kerosene (CAS 8008-20-6)		
Acute		
Dermal		
LD50	Rabbit	> 2000 mg/kg
Inhalation		
LC50	Rat	> 4.3 mg/l, 4 Hours
Oral		
LD50	Rat	> 5000 mg/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		
Dermal		
LD50	Rabbit	12126 mg/kg, 24 Hours

Components	Species	Test Results
		> 5000 ml/kg, 4 Hours
Inhalation		
LC50	Mouse	5300 ppm, 6 Hours
	Rat	5922 ppm, 4 Hours
Oral		
LD50	Mouse	5251 mg/kg
	Rat	3523 mg/kg
		10 ml/kg

Skin corrosion/Irritation Causes skin irritation.

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

Respiratory or skin sensitization

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.

OSHA Specifically Regulated Substances (29 CFR 1910.1001-1050)

Benzene (CAS 71-43-2)	Cancer

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)	5.3 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)	0.95 - 1.62 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	Rainbow trout,donaldson trout (Oncorhynchus mykiss)	5.89 - 7.81 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
Ethylbenzene (CAS 100-41-4)	3.15
Toluene (CAS 108-88-3)	2.73
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 UN1863

UN proper shipping name Fuel, aviation, turbine engine

Transport hazard class(es)	
Class	- Combustible Liquid
Subsidiary risk	-
Label(s)	3
Packing group	III
Environmental hazards	
Marine pollutant	Yes
Special precautions for user	Read safety instructions, SDS and emergency procedures before handling.
Special provisions	144, B1, IB3, T2, TP1
Packaging exceptions	150
Packaging non bulk	203
Packaging bulk	242

IATA

UN number	UN1863
UN proper shipping name	Fuel, aviation, turbine engine
Transport hazard class(es)	
Class	3
Subsidiary risk	-
Packing group	III
Environmental hazards	Yes
ERG Code	3L
Special precautions for user	Read safety instructions, SDS and emergency procedures before handling.

IMDG

UN number	UN1863
UN proper shipping name	FUEL, AVIATION, TURBINE ENGINE
Transport hazard class(es)	
Class	3
Subsidiary risk	-
Packing group	III
Environmental hazards	
Marine pollutant	Yes
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.

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

Not listed.

SARA 311/312 Hazardous chemical Yes

SARA 313 (TRI reporting)

Chemical name	CAS number	% by wt.
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

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 %WV

DEA Exempt Chemical Mixtures Code Number

Toluene (CAS 108-88-3) 594

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)
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. Pennsylvania Worker and Community Right-to-Know Law

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).

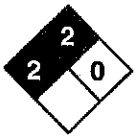
16. Other information, including date of preparation or last revision

Issue date 27-June-2013

Revision date 03-September-2014

Version # 03

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.

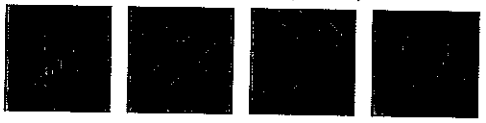
Response In case of fire: Use appropriate media for extinction. IF IN EYES: Rinse cautiously with water for several minutes. Remove contact lenses, if present and easy to do. Continue rinsing. If eye irritation persists: Get medical advice/attention. IF ON SKIN (or hair): Take off immediately all contaminated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

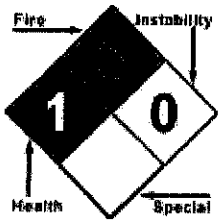
Storage/Disposal Store in a well-ventilated place. Keep cool. Store locked up. Dispose of content and/or container in accordance with local, regional, national, and/or international regulations.



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; 155 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

Certificate of Analysis

Tank:	V1609	Product:	KM-JET A C54 Grade
Movement Rls ID:	2171078	Status:	Pass

Sample	20200912143	Sample Date:	Sep 26, 2020 1:05:00 PM	
Test	Parameter	Result	Unit	Limits
API Gravity_D4052-JET	API	45	°API	37 - 51
Color_D6045-JET	Saybolt Color	27	Observed	
Doctor_D4952-JET	Doctor	Neg	Observed	
Corrosion_D130-JET	Cu Corrosion 2h@100°C	1b	Observed	In: 1a, 1b
Flash_D56-JET	Tag Flash	110	°F	105 Min
Freeze_D5972-JET	Freeze Point	-49	°C	-40 Max
IP540	Existent Gum	<0.5	mg/100 mL	7.0 Max
Conductivity_D2624-JET	Conductivity	3	pS/m	
Viscosity_D445-JET	Kinematic@ -4°F (-20°C)	4.6	cSt	8.0 Max
Water Reaction_D1094-JET	Interface Condition	1b	Observed	In: 1, 1b
JFTOT_D3241-JET	Pressure Drop	0	mm	25 Max
	Preheater Deposit	3	Observed	3 Max
	Color Rating	No Color	A/P/AP	In: No Color
Acidity_D3242-JET	TAN	0.002	mg KOH/g	0.1 Max
Smoke Point_D1322-JET	smoke point	21	mm	18 Min
Naphthalenes_D1840-JET	naphthalenes	1.7	vol%	3.0 Max
WSIM_D3948-JET	Microsep	98	Observed	85 Min
BTU Content_D3338-JET	Heat of Combustion	18642	Btu/lb	18400 Min
Particulate_D5452-JET	Particulate Matter	3.31	mg/L	
	Filtration Time	11	minutes	
	Filtration Volume	3800	mL	
Dist Atmos_D86-JET	10% REC	346	°F	400 Max
	50% REC	402	°F	
	90% REC	476	°F	
	EP	512	°F	572 Max
	Loss	1.5	vol%	1.5 Max
	Residue	1.5	vol%	1.5 Max
Mercaptans_D3227-JET	Mercaptan Sulfur	0.002	wt%	0.003 Max
Sulfur_D2622-JET	Sulfur	300	ppmw	3000 Max
D6379 Aromatics-HPLC	Total Aromatics	13.16	vol%	25 Max
Color_D6045-JET	Saybolt Color	27	Observed	

Full Name: _____

Signature: _____

Disclaimer:

Notes:

Lab Manager: Steve McCarty

Valero Houston Refinery P.O. Box 5038 Houston, TX 77262-5038 Phone: (713)923-3414 Fax: (713)923-3374

Certificate of Analysis

Tank:	V1608	Product:	KM-JET A C54 Grade
Movement Rls ID:	2155182	Status:	Pass

Sample	20200908860	Sample Date:	Sep 18, 2020 3:04:00 PM	
Test	Parameter	Result	Unit	Limits
API Gravity_D4052-JET	API	47	°API	37 - 51
Color_D6045-JET	Saybolt Color	24	Observed	
Doctor_D4952-JET	Doctor	Pos	Observed	
Corrosion_D130-JET	Cu Corrosion 2h@100°C	1b	Observed	In: 1a, 1b
Flash_D56-JET	Tag Flash	110	°F	105 Min
Freeze_D5972-JET	Freeze Point	-55	°C	-40 Max
IP540	Existent Gum	6.0	mg/100 mL	7.0 Max
Conductivity_D2624-JET	Conductivity	1	pS/m	
Viscosity_D445-JET	Kinematic@ -4°F (-20°C)	3.7	cSt	8.0 Max
Water Reaction_D1094-JET	Interface Condition	1b	Observed	In: 1, 1b
JFTOT_D3241-JET	Pressure Drop	0	mm	25 Max
	Preheater Deposit	1	Observed	3 Max
	Color Rating	No Color	A/P/AP	In: No Color
Acidity_D3242-JET	TAN	0.002	mg KOH/g	0.1 Max
Smoke Point_D1322-JET	smoke point	21	mm	18 Min
Naphthalenes_D1840-JET	naphthalenes	1.3	vol%	3.0 Max
WSIM_D3948-JET	Microsep	100	Observed	85 Min
BTU Content_D3338-JET	Heat of Combustion	18640	Btu/lb	18400 Min
Particulate_D5452-JET	Particulate Matter	3.00	mg/L	
	Filtration Time	4	minutes	
	Filtration Volume	3800	mL	
Dist Atmos_D86-JET	10% REC	341	°F	400 Max
	50% REC	382	°F	
	90% REC	448	°F	
	EP	487	°F	572 Max
	Loss	1.5	vol%	1.5 Max
	Residue	1.2	vol%	1.5 Max
Mercaptans_D3227-JET	Mercaptan Sulfur	0.001	wt%	0.003 Max
Sulfur_D2622-JET	Sulfur	1083	ppmw	3000 Max
D6379 Aromatics-HPLC	Total Aromatics	16.74	vol%	25 Max
Color_D6045-JET	Saybolt Color	24	Observed	

Full Name: _____

Signature: _____

Disclaimer:

Notes:

Lab Manager: Steve McCarty

Valero Houston Refinery P.O. Box 5038 Houston, TX 77262-5038 Phone: (713)923-3414 Fax: (713)923-3374

Delek US

Analysis of Avaition Gasoline 100 LL TANK 68

Sample Date 9/27/2020 13:00 **Sample ID 290403**

Method	Parameter	Min	Max	Result	Units
D4052	API Gravity @60°F			71.5	
D5191	RVP	5.50	7.00	6.28	psi
D2392	Color		Acceptable	Acceptable	
D4176	Appearance			Pass	
D5059	Lead	1.06	2.00	1.69	g/gal
	Antioxidants		4.2	3.3	lbs/kbbl
	Dye Content		10.2	8.5	mg/gal
D130	Cu Corrosion		1b	1a	
D1094	Interface Rating			1b	
D1094	Volume Change	-2.0	2.0	0.0	ml
D873	Potential Gum		6	2	mg/100ml
D873	Percipitate		3	0	mg/100ml
D2622	Sulfur Result		500.0	5.5	mg/kg
D2386	Freeze Point		-58.00	<-60	°C
D3338	Net Heat BTU	18720		19093	BTU
D86	10%		167.0	162.5	°F
D86	40%	167.0		213.4	°F
D86	50%		221.0	218.5	°F
D86	90%		275.0	238.5	°F
D86	FBP		338.0	304.2	°F
D86	Sum of 10 & 50%	275.0		381.0	°F
D86	Residue		1.5	1.1	% vol
D86	LOSS		1.5	1.3	% vol
D2700	Motor Octane	99.6		103.4	
D2700	Aviation Lean Octane Rating	100.0		110.2	
D909	Supercharge Rating	130.0		132.9	

This product has been certified and meets the specifications for 100 LL aviation gasoline in accordance with ASTM D910-17a

Billy Tennyson

Certified by: Tennyson, Billy 9/28/2020

2 4 1

ORIGIN ID:ARBA (734) 663-6466
KRISTA LODES
AVFUEL CORPORATION
47 W ELLSWORTH RD

ANN ARBOR, MI 48108
UNITED STATES US

SHIP DATE: 28SEP20
ACTWGT:
CAD: 308600009/INET4282

BILL CREDIT CARD

TO PURCHASING AGENT
JEFFERSON COUNTY PURCHASING DEPART.
1149 PEARL STREET
1ST FLOOR
BEAUMONT TX 77701
(734) 663-6466 X 277 REF:
INV:
PO: DEPT:

56BJ2/A27E/B766

FedEx Express

TUE - 29 SEP 10:30A
PRIORITY OVERNIGHT

TRK# 0201 7716 5144 4455

77701

NH BPTA

TX-US IAH

Align top of FedEx Express® shipping label here.

Sealed Bid

rec: 9/29/2020 11:04am ypaul

BID NAME: Term Contract for Aviation Fuel for Jack Brooks Regional Airport

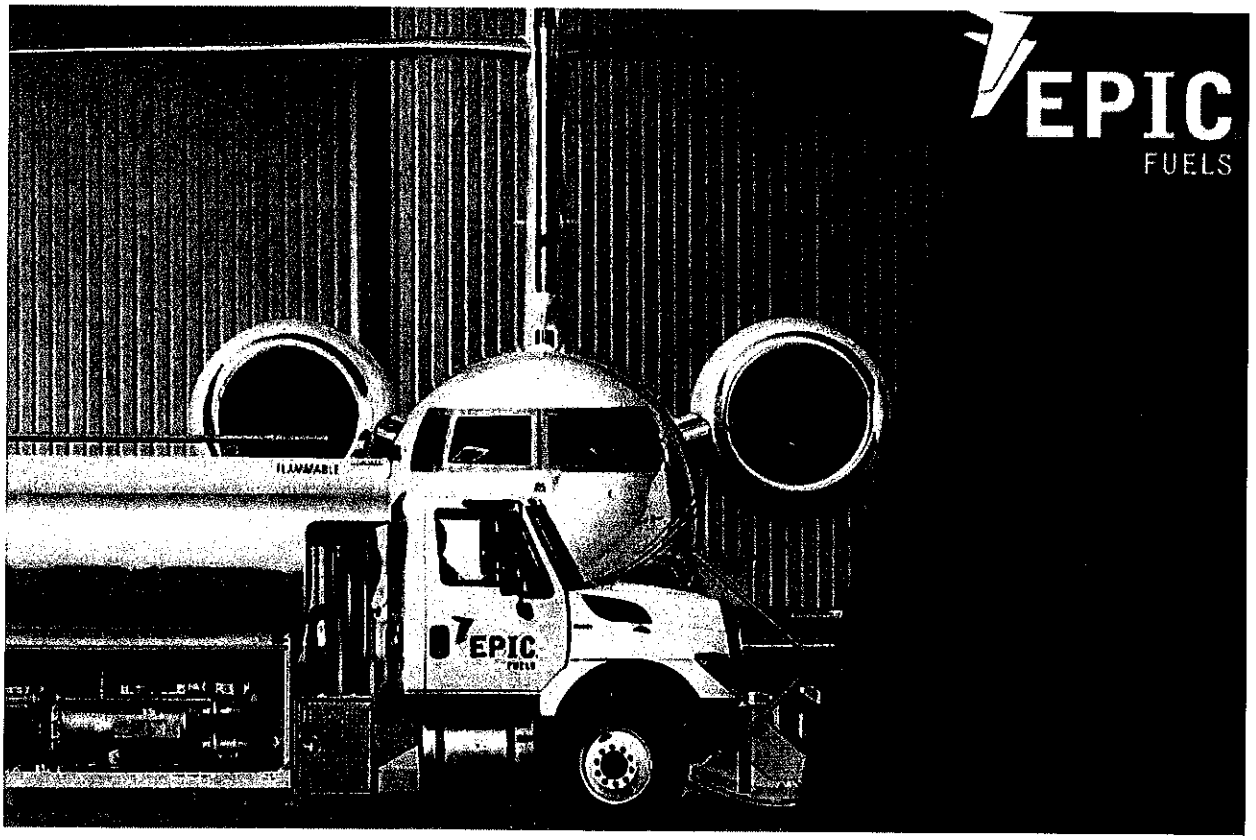
20-042/YS

RT 747 3 10:30 A 4455 09.29 FZ

AM CT, Wednesday, September 30, 2020
Jefferson County Purchasing Department
loor
01

Bidders Name and Address:
Avfuel Corporation
47 W Ellsworth Rd
Ann Arbor, MI 48108

Align bottom of peel-and-stick airbill or pouch here.



Term Contract for Aviation Fuel for Jack Brooks Regional Airport

BID NO: IFB 20-042/YS

Presented to:
Jack Brooks Regional Airport – BPT

Presented by:
Brett Reid
Regional Sales Manager, South Central
EPIC Fuels
Breid@epicfuels.com
503-569-2209

September 30, 2020

ORIGINAL

EPIC FUELS

EPIC Fuels
222 W. Las Colinas Blvd.
Suite 1425N
Irving, TX 75039

September 30, 2020

Deborah L. Clark, Purchasing Agent
Jack Brooks Regional Airport
Jefferson County, Texas

Dear Deborah Clark,

Thank you for providing EPIC Fuels the opportunity to present you with the below proposal offer. It is my pleasure to present this proposal for EPIC Fuels to be your branded fuel supplier for aviation fuel and related services. I have outlined key points in this letter with details presented in the following proposal as requested in your RFP.

- Terms – Three (3)-year agreement with 30-day payment terms.
- Jet A -
    - Supply Points:
        - Primary Supply Point: Pasadena, TX
        - Backup Supply Points: Baton Rouge, LA

- Avgas -
    - Supply Points:
        - Primary Supply Point: Deer Park, TX
        - Backup Supply Point: Tyler, TX

- Refuelers –
    - Jet A:
        - New SkyMark 2020 3,000 gallon International 4300 w/ diesel engine and Allison automatic transmission. Polished aluminum tank, fully baffled, DOT 406. Fully rated 300 GPM pumping system.

- Airport Concessions –
    - EPIC to include maintenance on leased refueler (excluding tires and batteries).
    - $2,000 each contract year towards airport marketing funds such as branded uniforms, material, etc. (Total of $6,000)

- NATA training – Subsidized pricing for NATA professional line service and supervisor training

- Quality Control -
    - Hands-on training is provided annually, and at no charge
    - QC Audits - Annual quality control inspections also included
- Rewards Programs – Bravo Rewards loyalty program to promote additional uplifts
- Reseller Processing – EPIC Direct: One program that is integrated to run all your reseller, ad-hoc, contract fuel, etc. transactions at 0%
- Insurance - $50,000,000 Extended Products Liability Insurance Program & opportunity for negotiated FBO rates through Starr Insurance Agency

We look forward to the opportunity in partnering with the Jack Brooks Regional Airport and working together to help grow your business.

Sincerely,



Brett Reid
Regional Sales Manager
EPIC Fuels

EPIC FUELS

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ORGANIZATIONAL INFORMATION 6
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QUALITY ASSURANCE PROGRAM/TRAINING 11
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MARKETING 17
Appendix 18

Full RFP Document and Bid Forms
Proof of Insurance
Skymark Warranty
Fuel Specifications

EPIC FUELS

EXECUTIVE SUMMARY

		Page
Terms	Three (3)-year agreement	2
Supply	Jet A primary source: Pasadena, TX Avgas primary source: Deer Park, TX	8
Dispatch	Dispatch available 24/7/365, standard office hours are between 6 am and 1 am on weekdays.	9
Fuel Pricing	Formula based pricing plus freight, taxes and fees as outlined in our proposal.	10
Credit Terms	30 days	10
Quality Control Program	Experienced risk management team will perform inspection before opening and annual audits. They will also be available for additional training, emergency response, and to help troubleshoot issues.	11
NATA Safety 1st Training Center	Subsidized pricing for NATA professional line service and supervisor training.	12
Insurance	Eligible to participate in our extended product liability coverage program with limits of $50m.	13
Aviation Refuelers	New 2020 3,000-gallon Skymark refueler ***$1,475*** per month for the length of the agreement *60-90 day build time from date of order – short term lease be available in interim	14
Credit Card Processing	**Qualified Visa/Mastercard 1.95% 2 day** **Unqualified Visa/Mastercard 3.15% 2 day** **American Express 2.70% 2 day** **Discover 2.95% 2 day** ***EPIC Card 0.00% 2 day** **Signature Card 1.75% 2 day** **Multi Service 3.00% 2 day** **AVCARD 2.95% 2 day** **Government AIR Card 0.00% According to contract** **EPIC Contract Fuel 0.00% Average of 3-5 days** *(*0% processing on EPIC card during first 12 months; Discounted rates of 1.75% will apply during years 2-3; Government Aircard processed at 0% based on Jefferson County holding DLA contract – Otherwise processed at 3.10%)*	16
Contract Fuel Program	Current program processes NetJets, resellers, airlines, the military, and other operators with 0% processing costs to FBO. All contract fuel at the FBO will be processed via this channel. New, industry-leading program in development.	16
FBO Operating Platform and POS	AVMAN POS Light; state of the art, cloud-based aviation point of sale program.	15
Signage	Includes a 6x6 EPIC Fuels (two panels as double sided) sign and a 1' x 6' Jack Brooks Regional Airport sign below at no cost to Jack Brooks Regional Airport.	18

EPIC FUELS

ORGANIZATIONAL INFORMATION

A brief history of EPIC Fuels and Signature Aviation

As an independent aviation fuel supplier with primary operations throughout the U.S. and Canada, EPIC Fuels' supply system utilizes a broad network of refineries, terminals, pipelines, and railcars to serve hundreds of diverse customers across North America and beyond. Not tied to just a single supplier, our long-standing relationships with more than ***30 domestic and international suppliers*** offers multi-supplier convenience and flexibility to ensure our customers have a continuous supply of aviation jet fuel, avgas, ground fuels and related services. Our position in the marketplace with multiple suppliers, along with a robust distribution network, offers our customers flexibility, dependability and access to cost-effective and reliable fuel supply worldwide.

EPIC Fuels opened its doors in 1940 as a heating oil distributor and has principally focused on aviation fuel supply for the last ***35 years***, representing national brands such as British Petroleum, Texaco, Exxon and Phillips 66. We serve the fueling needs of airlines, cargo operators, corporate and general aviation, FBOs, and resellers. In addition, we have a long history of meeting the fueling needs of airports, municipalities, aerial firefighting and agribusiness needs as well as our military through the Defense Logistics Agency (DLA). EPIC Fuels specializes in innovative customer solutions and industry-leading fuel quality assurance programs and is ready to help fuel your success. We are headquartered in Irving, Texas with support staff in Salem, Oregon and Regional Risk and Sales Managers throughout the United States.

Signature Aviation (formerly known as BBA Aviation) acquired EPIC Aviation, LLC's parent company, Downstream Aviation on July 1, 2018, along with its other wholly-owned subsidiary, QTpod. Signature Aviation plc is a market-leading, global aviation support and aftermarket services provider, primarily focused on servicing the B&GA market. Signature Aviation and its family of companies has operations on 5 continents, with headquarters in London, UK, Orlando, FL and Irving, TX.

Signature Aviation – "The Most Traveled Network"

EPIC Fuels is proud to be a part of the Signature Aviation family. Signature Aviation is the world's largest infrastructure investor and diverse service organization within the Business and General Aviation (B&GA) industry. Between Signature Flight Support and EPIC Fuels, Signature Aviation provides fuel and services at over four hundred FBO locations globally, including the most traveled markets for B&GA. ***"The Most Traveled Network"*** features the world largest, most diverse B&GA customer base—a customer base that relies on Signature Aviation's global network day in and day out to support their operations.

Signature Aviation's Domestic Network Features:

- Presence at ***each of the top 10*** B&GA airports and 38 of top 50
- 72% of top 200 B&GA airports
- 13 of top 20 airports for B&GA based tenants
- 31 of the top 50 B&GA traffic pairs
- Approximately ***30%*** of all bizjet operations supported

Today, Signature Aviation offers unique third party FBO network affiliation opportunities through EPIC. This includes EPIC Fuels branding as well as the Signature Select FBO program.

As you review our proposal, you will see that we offer a variety of core strengths to your FBO. Our offer is specifically designed to leverage the network, supply, training and quality control strength of EPIC Fuels and Signature Aviation. We look forward to the opportunity to partner with Jack Brooks Regional Airport!

YOUR EPIC FUELS TEAM

Brett Reid, Regional Sales Manager: Brett joined EPIC Fuels in 2020 managing the South-Central territory. Brett joins with more than 13 years of experience building and sustaining strategic business partnerships within the global B&GA fuel markets. Having started early in his career as an International Trip Planner, Brett has significant experience working within the global commodity market at World Fuel Services, and most recently global FBO fuel sales with Jet Aviation. Brett holds a private pilot's license and a Bachelor of Business Management from the University of Central Oklahoma.

Kathleen Thomas, Inside Sales Support: Kathleen provides a full range of support to our customers and sales team in the field. Her 18 years of experience at EPIC includes customer service, dispatch, customer service supervisor, and for the last 8 years, inside sales support for our regional sales team and customers. She provides support for new and current customers with agreements, pricing, invoice questions, training set-up, insurance compliance, and so much more. Her familiarity of the industry and the entire EPIC team makes her the "go-to" team member for quick turns with answers and support.

Owen Busch, Senior Vice President of Sales: Owen is responsible for the growth of the branded EPIC Fuels and Signature Select network. Owen has been in the BGA industry for over 20 years including many years in senior leadership roles with some of the biggest brands in the BGA fuel sector. Owen's BGA career includes successful tenures at Avfuel Corporation, Signature Flight Support and most recently he held the title of Vice President of Global Sales Excellence at World Fuel Services.

EPIC FUELS

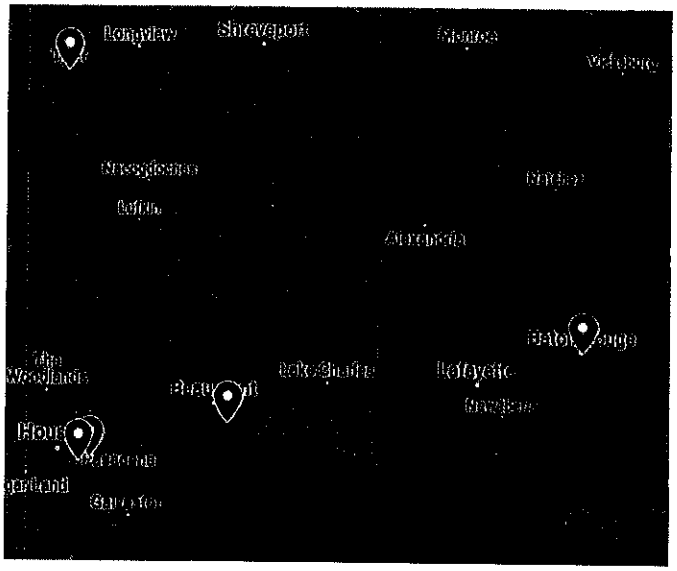
SUPPLY RELIABILITY

Our extensive fuel-supply system means your needs will be met, even if there is a disruption in the supply chain

We operate an aviation-fuel supply system that provides reliable supply of Jet A and avgas to all fifty of the United States. This system includes supply at over ***100 terminals*** across the country as well as inventories of Jet A and avgas at ***95 airports and bulk terminals***. This combination of inventories, terminals and transportation resources provides flexibility and redundancy to keep our customers fully supplied during times of supply interruptions. EPIC Fuels has long-term purchase arrangements with most suppliers in the energy markets.

In Jack Brooks Regional Airport's specific case, we have multiple and redundant supply points that ensure that you will have your initial supply needs met while also planning for future growth. Supply points will include, but are not limited to:

Jet A: Pasadena, TX (primary) and Baton Rouge, LA (back-up)
Avgas: Deer Park, TX (primary) and Tyler, TX (back-up)



In the event of an emergency involving equipment failure or fuel-quality concerns, our standard procedure is to deploy our nearest company representative to provide viable options. Available options include standby refuelers, expedited repair of faulty equipment, and/or replacement of fuel. We will make every effort to help you maintain operational readiness at all times.

Extensive vetting procedures assure high-quality fuel will be delivered to your farm

We apply a vetting procedure for all suppliers of aviation fuels sourced for our customers. This ensures only qualified suppliers (whose systems and processes meet or exceed all industry standards for aviation fuel and whose aviation fuel meets ASTM specification) are part of our supply chain.

Aviation gasoline will meet the requirements of ASTM D-910 (latest revision). Jet A will meet requirements of ASTM D-1655 (latest revision).

We put our transport companies through a complete vetting process to ensure safe practices

We use only ***single-product-use grade-dedicated*** road transport vehicles. These vehicles are solely operated by vetted and approved road transport companies under contract with us. The drivers must be trained using our ***Fuel Handling Program*** specifically designed for aviation fuel road transport drivers.

The vetting process includes reviewing a carrier's safety training, vehicle condition and maintenance, as well as the financial stability of the carrier company. All drivers are required to attend recurrent training and each carrier company is subject to annual safety audits by the Road Transport Carrier Management Team. Unlike some fuel suppliers, our carrier audit team and audit protocols are specific to the safe transportation of clean and dry aviation fuels. We utilize recurrent online training to ensure our carrier partners meet and exceed both industry and our own fuel transport standards. It is also our requirement that the carrier have the Bill of Lading of the last product hauled on board and documented on the Release Certificate.

Due to our stringent standards, we are confident that any road transport companies hauling product for us will follow all safety policies and procedures. Jack Brooks Regional Airport may reject any operator/truck violating rules of safety.

Convenient fuel dispatch available whenever you need it

For your convenience, fuel can be ordered 24 hours per day, 7 days a week, 365 days per year. Standard hours of operation for the dispatch team are between the hours of ***6:00 am to 12:00 am on weekdays*** and 9:00 am to 7:00 pm on weekends (all times Central).

Outside of standard hours of operation, calls will be routed to an on-call representative.

The dispatch team is located in Irving, TX (Central time zone).

Fuel can be ordered via email or on the phone. If there is a specific request for date and time of delivery, it should be provided at this time. Fuel will be delivered within ***48 hours–often within 24 hours***–of time of order with consideration for national holidays.

YOUR DISPATCH TEAM

Larissa Bullock, Customer Service & Dispatch - South Central
Larissa will be your airport's dedicated dispatcher. Her drive for excellent customer service experiences, organizational skills, and teamwork will be apparent in each interaction with her. Her passion for aviation is undoubtable, with experience dating back to 2015. Based out of Dallas, she will provide the support for your FBO's fuel and scheduling needs.

Lani Martin, Dispatch Manager: Lani has been actively involved in aviation for 13 years and has dispatched in all territories across the United States and Canada. With FBO, flight department, and fuel dispatch experience, she understands the importance of accuracy and rapid response. Her ability to think outside the box, and anticipate the customer's needs, has served her carriers and customers well.

DISPATCH CONTACT
800.876.3192
epicdispatch@epicfuels.com

EPIC FUELS

FUEL PRICING

Jet A and Avgas pricing are based on Platts Gulf Coast prior week average.

To provide you with full transparency around our aviation gasoline pricing, we will be offering you an ***avgas formula price***. As you may be aware, avgas formula pricing is the exception rather than the rule in the industry, but we are willing to extend it to you. Avgas pricing will be based on Platts Gulf Coast Unleaded 93 prior week average.

Both Platts index prices are based on the average of the trading days for the previous week and is calculated on Mondays. Prices will then be effective from the following Tuesday to the next Monday.

We will provide updates via email with each pricing change.

Jet A formula

Your ***Jet A formula*** is as follows:
Platts Gulf Coast prior week average + total differential of $0.154467 + taxes as detailed on bid form.

Please note - this pricing is calculated using the historical Platts data along with current differentials, transportation costs, fuel surcharges, taxes, and other fees.

Formula avgas pricing

Your ***Avgas formula*** price is as follows:
Platts Gulf Coast prior week average + total differential of $1.08194 + taxes as detailed on bid form.

Please note - this pricing is calculated by using the historical Platts data along with current differentials, transportation costs, fuel surcharges, taxes, and other fees.

We are able to offer credit terms of 30 days

We will be able to provide an adequate line of credit to meet Jack Brooks Regional Airport's needs with Net 30 credit terms.

EPIC FUELS

QUALITY ASSURANCE PROGRAM/TRAINING

We offer an industry-leading quality assurance program...

...leveraging the resources of the world's largest and most sophisticated FBO chain for you. Prior to the beginning of operation, our Risk Management Specialist will inspect the fuel farm and related equipment to ensure that everything is up to specification. At this time, Jack Brooks Regional Airport employees can also be trained on performing fuel tests, the safe acceptance of a fuel load, inspecting the fuel farm, and maintaining records.

Risk Management team available for regularly scheduled QC and safety audits

As an EPIC Fuels branded location, you will be assigned a Risk Management Specialist who will perform regularly scheduled QC and safety audits. This ensures the highest level of safety and compliance with industry standards in your day to day operations. Risk Management Specialists are also available to assist in troubleshooting equipment issues, assist in incident response or for consultation on other technical and line service issues.

Inspections are performed annually (not to exceed 18 months between inspections) and are performed at no charge to customer.

Guidance documents ensure safe and compliant operation

To help ensure the aviation products delivered to our customers meet specification when delivered into the tanks of an aircraft, the EPIC Fuels Risk Management Team has developed the Manual of Operational Guidelines and Best Practices. Our underlying goal in the development of this manual is to help our customers recognize the applicable industry standards for their operation. By applying these standards, you will ensure that you have a safe and compliant operation.

YOUR TECHNICAL TEAM

Nathan Gerlich, Rick Management Specialist (Quality Control and Training)

A graduate of Embry-Riddle Aeronautical University and a certificated private pilot, Nathan Gerlich joined EPIC's risk management team in April of 2018. Nathan joined EPIC after twenty years at Southwest Airlines where he worked in fuel quality assurance as an inspector and then ultimately managing the fuel quality team and chairing several fuel consortia. During the majority of his time at Southwest, Nathan was Chairman of the Airlines for America (A4A) ATA Specification-103 Committee as well as Chairman of the A4A Fuel Technical Committee. He was heavily involved in numerous aviation fueling problem-solving efforts and the development of aviation fueling standards and specifications. Before Southwest, Nathan spent three years at America West Airlines as an aircraft ground damage investigator in the Corporate Safety Department.

John Lindner, Risk Operations Manager:

John has 44 years of experience in the aviation industry, including 24 years with EPIC Fuels. John manages our Risk Management Specialists team and is focused on ensuring our stringent fuel quality control standards and processes are maintained from the time the product leaves the refiner until it is delivered into the aircraft wing. John is a member of ASTM, PEI and NFPA. He is based in our Salem, Oregon office.

Scott Sprenger, Refueler Manager:

Scott manages our refueler fleet and procurement of new and used refuelers. Scott has been with the company for 21 years in a variety of roles, including supervision of refueler and GSE assets, transportation manager and experience in both dispatch and customer service in our DLA segment. Scott has relationships with most major refueler companies and repair and maintenance shops in order to fully support our customer needs.

TABLE OF CONTENTS includes:

- Health, Safety and Environmental
- Product Sampling and Testing
- Product Receipt and Acceptance
- Tank Farm Operations and Maintenance
- Refueler Operations and Maintenance
- Aircraft Fueling Operations
- Tank Farm Design
- Pre-Airfield Storage Terminals-
- Appendix I - Checklists
- Appendix ii - Forms
- Appendix iii - HSE Documentation

Emergency response support provided by our team

We will provide support in addition to training included in our Manual of Operational Guidelines and Best Practices that includes procedures for emergency response. The following are examples of emergencies which should be (but not limited to) considered:

- Aircraft incident
- Fuel spill
- Fuel quality issue
- Fire
- Equipment failure or breakdown affecting ability to operate
- Power failure
- Serious injury to employee or third party

In the event you suspect off-spec product, your local Risk Management Specialist will help you perform tests, take samples and arrange for testing when needed.

Emergency contacts

- Dispatch: Representative available 24/7/365: 800.876.3192
- Nathan Gerlich, Risk Management Specialist: 972.974.5123
- Brett Reid, Regional Sales Manager: 503.569.2209

EPIC Fuels is proud to offer NATA's new Safety 1st Training Center program to our dealers

We are pleased to announce that we have worked with the National Air Transportation Association (NATA) to bring you their new and improved approach to training through the ***NATA Safety 1st Training Center*** and subscription program. EPIC Fuels branded dealers who are active NATA members now have access to exciting features, content, and flexibility at a special negotiated rate. Additionally, the NATA Safety 1st Training Center shifts the focus of your training program from simple compliance to true employee learning and development - an advantage in employee recruitment and retention.

Offered through an ***annual subscription***, users can receive unlimited use of the entire NATA Safety 1st Program. There are no more added costs for employee turnover, simply mark the outgoing employee inactive and add in the new replacement hire. The Safety 1st Training Center offers a new approach to training that focuses on employee learning and

development rather than just simple compliance. This training is approved by the FAA to meet the requirements of both 139.321(e)(1)- Fuel Safety Supervisor and Line Fuel Service 139.321 (e)(2).

The training utilizes a ratings-based approach to training that removes the emphasis on achieving a single certificate and refocuses your team on the individual, functional areas of their jobs.

The cost of NATA Safety 1st is subsidized by EPIC Fuels and is available to Jack Brooks Regional Airport at a price of $78 per slot per year (a 60% savings off the retail price of $195 per year).

No-cost extended product liability coverage and other insurance options

As an EPIC Fuels location, you would be eligible to participate in our ***extended product liability*** coverage with limits of $50,000,000. In this program, you would become a Certificate Holder and Additional Insured, but only for liabilities arising out of the sale, handling or distribution of dedicated fuel by Jack Brooks Regional Airport. This coverage would be excess over insurance carried by you. In order to participate in this extended product liability coverage, you must agree to maintain a minimum primary aviation products liability limit of $1,000,000 for any one occurrence and in the aggregate annually. In addition, EPIC Fuels must be included as an Additional Named Insured on your policy. The excess coverage shall be null and void if Jack Brooks Regional Airport fails to maintain this primary insurance or if you cease to be an authorized EPIC Fuels location.

In addition to the no-cost extended product liability coverage provided by EPIC, you may be able to realize insurance cost savings by becoming a part of our branded fuel insurance program with Starr Aviation Agency (Atlanta, GA). Please contact your insurance broker to check rates.

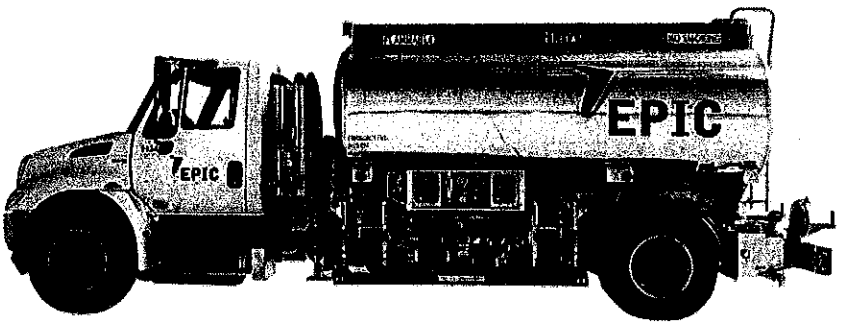
EPIC FUELS

AVIATION REFUELERS

Top-of-the-line refuelers from SkyMark

We are pleased to offer Jack Brooks Regional Airport the following lease option for a 3,000 gallon refueler from SkyMark. This truck is state-of-the-art and has what we believe is an optimal feature-set. Please note that manufacturing can take 60-90 days from the date of order. EPIC Fuels are happy to offer a short-term lease on a refueler loaner during truck build.

Chassis: New 2020 International 4300 w/ diesel engine and Allison automatic transmission
Product Tank: 3,000 Gallon polished aluminum tank (unpainted), fully baffled, DOT 406
Flow Capacity: Fully rated 300 GPM pumping system



EPIC Aviation Chosen Options:
Configuration: 1 Single-Wrap UW hose reel, 2 OW hose reels, 2 flow meters (for dual OW fueling)
Filtration System: Filter / Separator two-stage system (pre-mixed JWA, or straight Jet A)
Additive Injection: Gammon Viper system with remote panel and 16 gallon poly additive tank
TCS 3000 Electronic register w/ large numerical display & wireless data transfer kit installed
Maddison tank gauging system wired to TCS 3000
Fuel / Defuel system
Product recovery tank with UW bayonet connection
Chock block holder
Spill kit / storage box

SkyMark Standard Features on all Jet A refuelers:
Battery shut-off switch
Engine hour meter
Engine block heater
Flashing beacon
Back up alarm
Re-circulation connection
Low-level shut-down

Monthly Lease: $1,475

Lease price is based on the feature set described above. Upgraded options, over the specifications listed above, would result in higher lease rates for Jack Brooks Regional Airport.

Truck repairs backed by SkyMark warranty

The refueler provided in our proposal is brand new and subject to SkyMark's warranty (included in this packet). Additionally, EPIC Fuels will cover maintenance expenses for this leased refueler, excluding tires and batteries. If the refueler must be relocated for repairs, EPIC will provide a loaner truck subject to availability at that time. Outside of warranty services, EPIC will use an authorized Bassco service center for all pumping repairs and an authorized International service center for all chassis repairs.

PAYMENT PROCESSING

Avman POS Light

EPIC is proud to provide our branded FBO partners with the Avman Light POS by Mosaix Software. This is a new, state of the art, cloud-based POS solution that has been designed to help manage your daily fuel and non-fuel related FBO transactions. Avman POS Light provides a wide range of features for securely processing all FBO transaction data electronically and is PCI compliant. A multitude of reports and search features are available online for transaction reconciliation, invoice lookup, and customer pricing. EPIC's reporting capability will provide your FBO additional details to assist in daily operations.

Partner FBOs are provided with exclusive rates to process EPIC and Signature Cards

We are offering a ***0% card processing rate*** on the EPIC card during the first 12 months of contract (1.75% thereafter).

The EPIC and Signature Cards are processed at 1.75% at EPIC Fuels locations and are also able to be accepted as a Multi Service card out of network at over 3,000 locations worldwide.



Weekly push pricing is sent to Signature and EPIC cardholders.

EPIC FUELS

We offer very competitive credit card processing rates

The table below details the processing rates and estimated processing times which are current as of this proposal. If cards are processed manually or not settled the same day at a merchant location, then other fees may be applied.

Standard credit card rates and processing times are as follows:

Qualified Visa/Mastercard	1.95%	2 day
Unqualified Visa/Mastercard	3.15%	2 day
American Express	2.70%	2 day
Discover	2.95%	2 day
*EPIC Card	0.00%	2 day
Signature Card	1.75%	2 day
Multi Service	3.00%	2 day
AVCARD	2.95%	2 day
Government AIR Card	0.00%	According to contract
EPIC Contract Fuel	0.00%	Average of 3-5 days

*(*0% processing on EPIC card during first 12 months; Discounted rates of 1.75% will apply during years 2-3; Government Aircard processed at 0% based on Jefferson County holding DLA contract - Otherwise processed at 3.10%)*

Theresa Quillard, our merchant support specialist, is responsible for setting up and servicing merchant accounts for our customers. She interfaces with US Bank to ensure the account is set up and provides training on using your merchant account and reports available on our website.

Processing for NetJets, contract fuel resellers, airlines, the military, and many others provided through our contract fuel program

Our contract fuel program is a web-based transaction system designed to process ***contract fuel*** in the extended Signature Aviation network. EPIC Contract Fuel is typically the primary payment method for NetJets, contract fuel resellers, ad-hoc trips, airlines, the military, and many other charter and corporate flight departments in real time. We maintain relationships and maintain credit with all the major contract fuel resellers and thousands of end-user customers enabling timely regular payments to the FBO for into-plane and other related fees. The FBO provides us with the required ITP rate by customer type and we will communicate the rates to customers every week. Transactions are processed at 0% cost through electronic fuel releases and will help streamline your back-office processes.

Highlights of our current contract fuel program:

- Organized access through a single channel for other contract fuel resellers/marketers
- Can work with preferred reseller/marketer through EPIC Contract Fuel
- 0% processing costs to FBO
- Reimburse ITP and other related fees within 3-5 business days
- Sales coordination with Signature Aviation's global customer base (20,000+ customers)
- Tailored campaigns to help retain customers and drive incremental business

MARKETING

As nationally recognized brand, EPIC Fuels promotes the FBO network with advertising, promotions and events. Associating with a well-known brand such as EPIC provides benefits from established awareness and visibility in a nationwide FBO network. Our advertisements on Google, Facebook, LinkedIn, as well Acukwik.com plus visibility on EPICFuels.com help to raise the profile of your FBO as part of the network and bolster unique marketing efforts. Paid exposure by strong PR and social media efforts to further help raise awareness of the brand, the network and your FBO.

EPIC Bravo Rewards helps drive volume

Bravo Rewards is a loyalty program for pilots with an option of providing additional points to maximize up-sell opportunities. Additionally, for fuel transactions in which the FBO award s points and the customer pays using the EPIC Card, EPIC will provide one additional point per gallon as an added incentive to your customers. Pilots and flight departments can apply points to gift card options or an EPIC Card statement. The cost of the Bravo Rewards program to the FBO is $0.02 per gallon ($0.01 per point).

PR and social media promote your FBO

Every EPIC FBO is included in an easy to use search engine on EPICFuels.com. In addition, EPIC works with FBOs to amplify their unique messages and efforts through PR and Social Media. This includes announcing new FBOs and supporting local or regional events that the FBO may be participating in (such as air shows, festivals or other events that typically draw air traffic).

Upon executing of the contract, we will prepare a news release announcing Jack Brooks Regional Airport to the EPIC Fuels FBO network and distribute on a national news wire and to relevant aviation media. A notification to EPIC and Signature Cardholders announcing Jack Brooks Regional Airport to the network along with the news release and coverage will be amplified with social media posts through our combined channels and shared with your FBO for distribution.

Dedicated DLA and commercial-airline support to help you win business

Our team includes dedicated resources experienced at winning Defense Logistics Agency (DLA) and commercial-airline business. They take great pride in helping our EPIC Fuels locations attract additional opportunities.

We are an established and proven supplier to the DLA. Our program will save you time, resources, and money. We can bid the DLA contract on your behalf to process paperwork, negotiate, and hold the risk of the deal. The into-plane rate will be determined by you. We are here to support you in working to gain the military contract.

Steve Kephart, VP of Government Fueling and Logistics, heads up our DLA segment. Colonel Kephart spent 28 years in the United States military. He retired from his final appointment as Director of Customer Operations, DLA Energy, in 2014.

We also supply the world's airlines with quality fuel and customer service. Our commercial sales team provides service to all segments of the scheduled and nonscheduled airline market including passenger, freight, charter, air taxi, and air ambulance flights. We will partner with you in bidding on or supporting the commercial business at your airport.

Rafael Martinez heads up our Commercial Sales team. He has been with the company since 2006 and has worked in the industry since the 1980s.

Branding to be provided to Jack Brooks Regional Airport at no cost

All new signage and decals will be provided at no cost to you. In addition, a kit of marketing materials to help identify you as a branded location will be shipped out prior to your go live date. We will also provide exposure to Jack Brooks Regional Airport in Ac-U-Kwik North American directories through branding in the print editions. Finally, we will provide access to logos to highlight the brand, card acceptance and reward program participation for use in listings on online services such as Fltplan.com and Airnav.com.



Appendix

- **Full RFP Document and Bid Forms**
- **Proof of Insurance**
- **Skymark Warranty**
- **Fuel Specifications**

JEFFERSON COUNTY PURCHASING DEPARTMENT

Deborah L. Clark, Purchasing Agent

1149 Pearl Street, 1st Floor, Beaumont, TX 77701 409-835-8593 Fax 409-835-8456

LEGAL NOTICE
Advertisement for Invitation for Bids

August 25, 2020

Notice is hereby given that sealed bids will be accepted by the Jefferson County Purchasing Department for IFB 20-042/YS, Term Contract for Aviation Fuel for Jack Brooks Regional Airport. **Specifications for this project may be obtained from the Jefferson County website, https://www.co.jefferson.tx.us/Purchasing/ or by calling 409-835-8593.**

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

BID NAME:	**Term Contract for Aviation Fuel for Jack Brooks Regional Airport**
BID NO:	**IFB 20-042/YS**
DUE DATE/TIME:	**11:00 AM CT, Wednesday, September 30, 2020**
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 Yea-Mei Sauer, ysauer@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.

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 Clark

Deborah L. Clark, Purchasing Agent
Jefferson County, Texas

Publish: Beaumont Enterprise & Port Arthur News – August 26, 2020 and September 2, 2020

IFB 20-042/YS
Term Contract for Aviation Fuel for Jack Brooks Regional Airport
Bids due: 11:00 AM CT, Wednesday, September 30, 2020

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Bid Submissions:

Bidder is responsible for submitting:

- One (1) *original* bid copy to include a completed copy of this specifications packet, in its entirety.
- Two (2) numbered bid *copies* to include at a minimum all pages requiring completion and/or marked with instructions to be returned with bid submission and any other documentation requested within these specifications.

Additionally, Bidder must monitor the Jefferson County Purchasing Department Website (below) to see if addenda or additional instructions have been posted. Failure to return all required forms could result in a response being declared as non-responsive.

https://www.co.jefferson.tx.us/Purchasing/

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, 1st 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.

Bidder shall submit bid in a tightly sealed opaque envelope or box, plainly marked "SEALED BID." The outside of the envelope of box shall also include the Bid Number, Bid Name, Bid 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. Bid Submissions During Time of Inclement Weather, Disaster, or Emergency

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

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

3. 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.

4. Preparation of Bids

The bid shall be legibly printed in ink or typed.

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

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.

5. 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.

6. **County Holidays – 2020:**

January 1	Wednesday	New Year's
January 20	Monday	Martin Luther King, Jr. Day
February 17	Monday	President's Day
April 10	Friday	Good Friday
May 25	Monday	Memorial Day
July 3	Friday	Independence Day
September 7	Monday	Labor Day
November 11	Wednesday	Veteran's Day
November 26 & 27	Thursday & Friday	Thanksgiving
December 24 & 25	Thursday & Friday	Christmas

7. **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.

8. **Emergency/Declared Disaster Requirements**

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

9. **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.

10. 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.

11. 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.

12. 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.

13. 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.

14. 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.

15. 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.

16. 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.

17. 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.

18. Currency

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

19. 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.

20. Notice to Proceed/Purchase Order

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

21. 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.

22. Definitions

"County" – Jefferson County, Texas.

"Contractor" – The bidder whose proposal is accepted by Jefferson County.

23. 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 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 Confidential/Proprietary Information

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

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

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

2. Performance

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

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

2.3 Delivery Location. All deliveries will be made to the address(es) specified on the purchase order during normal 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 November 1, 2020, and upon agreement between vendor(s) and Jefferson County for a period of three (3) 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.

5. Federal Emergency Management Agency (FEMA) Mandated Contract Clauses

If applicable to the work and services being performed by CONTRACTOR under the parties' AGREEMENT, the following provisions are adopted and form part of this AGREEMENT:

(A) DAMAGES, 2 CFR §200.326 Appendix II to Part 200 (A)

(1) All work to be performed under this AGREEMENT shall be timely commenced. A breach of this AGREEMENT by Contractor would cause substantial delay in the completion of the required services affecting the safety and welfare of the public.

(2) In the event of Contractor's breach of its performance obligations, County shall have all rights and remedies against Contractor as provided by law.

(B) TERMINATION RIGHTS, 2 CFR §200.326 Appendix II to Part 200 (B)

Termination for Convenience: Whenever the interests of the County so require, County may terminate the parties' Agreement, in whole or in part, for the convenience of the County. County shall give Contractor thirty (30) days prior written notice of termination specifying the portions of the Agreement to be terminated and when such termination will become effective. If only portions of the parties' agreement are terminated, Contractor has the right to withdraw from the parties' Agreement, without adverse action or claims. In the event of a termination for convenience by County, Contractor shall be entitled to payment for all work and services performed by it up to the effective date of such termination.

Termination for Cause: The County may, by written notice of default to Contractor, terminate the parties' Agreement, in whole or in part, if the Contractor fails to satisfactorily perform any provisions of the parties' agreement after a period of ten (10) following Contractor's receipt of a Notice of Deficiency provided by County.

(C) EQUAL EMPLOYMENT OPPORTUNITY CLAUSE (2 CFR §200.326 Appendix II to Part 200 (C))

If applicable to the work and services performed by CONTRACTOR under the AGREEMENT, during the performance of the AGREEMENT, CONTRACTOR shall comply with the Equal Employment Opportunity Clause (41 CFR 60-1.4(b)):

(1) CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. AGREEMENTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

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

(4) CONTRACTOR will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) CONTRACTOR will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor for purpose of investigation to ascertain compliance with such rules, regulations, and orders.

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

(7) CONTRACTOR will include the portion of the sentence immediately preceding paragraph (1) and the provisions of subparagraphs 1 through 7 in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or contractor. CONTRACTOR will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: provided, however, that in the event CONTRACTOR becomes involved in, or is threatened with, litigation with a

subcontractor or contractor as a result of such direction by the administering agency the CONTRACTOR may request the United States to enter into such litigation to protect the interest of the United States.

D. DAVIS-BACON ACT AND COPELAND "ANTI-KICKBACK" ACT, 2 CFR §200.326 Appen. II to Part 200 (D)

If applicable to the work and services performed by CONTRACTOR under the parties' AGREEMENT:

(1) Bacon-Davis Act: Applicable to construction or repair of public buildings or public works. see FEMA Public Assistance Program and Policy Guide, Ch.2(V)(G)(2), page 32 (FP 104-009-2/January 2016);

(2) Copeland "Anti-Kickback" Act: In contracts subject to the Davis-Bacon Act, CONTRACTOR shall comply with the Copeland "Anti-Kickback" Act (40 U.S.C. §3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that the contractor and subcontractor must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The GOVERNMENT must report all suspected or reported violations to the appropriate Federal agency.

If applicable to the work and services performed by CONTRACTOR under the parties' AGREEMENT:

(a) CONTRACTOR shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this AGREEMENT.

(b) CONTRACTOR or subcontractor shall insert in any subcontract the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The CONTRACTOR shall be responsible for the compliance by any subcontractor or lower tier subcontract with all of these contract clauses.

(c) A breach of the AGREEMENT clause above may be grounds for termination of the AGREEMENT, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. §5.12.

E. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT, 2 CFR §200.326 Appendix II to Part 200 (E) (40 U.S.C. 3701-3708)

Contracts in excess of $100,000 that involve the employment of mechanics or laborers shall comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor and its subcontractors shall compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-halftimes the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation: liability for unpaid wages: liquidated damages. In the event of any violation of the clause set forth in paragraph (l) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (l) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (l) of this section.

(3) Withholding for unpaid wages and liquidated damages. The GOVERNMENT shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) The contractor and subcontractor shall insert in any subcontract the clauses set forth in paragraphs (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts.

F. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT, 2 CFR §200.326 Appendix II to Part 200 (F)

If applicable to the work and services performed by CONTRACTOR under the parties' AGREEMENT and if the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the GOVERNMENT wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the GOVERNMENT must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business."

G. CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT, 2 CFR §200.326 Appendix II to Part 200 (G)

CONTRACTOR shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

CONTRACTOR shall include the foregoing requirements in each subcontract exceeding $100,000.

H. ENERGY EFFICIENCY AND CONSERVATION, 2 CFR §200.326 Appendix II to Part 200 (H)

If applicable to the work and services performed by CONTRACTOR under the parties' AGREEMENT, CONTRACTOR shall comply with the mandatory standards and policies of the state regulation promulgated in accordance with the Energy Policy and Conservation Act (42 U.S.C. § 6201).

I. DEBARMENT AND SUSPENSION, 2 CFR §200.326 Appendix II to Part 200 (I)

(1) This AGREEMENT is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the CONTRACTOR is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The CONTRACTOR must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by GOVERNMENT. If it is later determined that the CONTRACTOR did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to GOVERNMENT, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The CONTRACTOR agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C AGREEMENT is valid and throughout the period of performance. The CONTRACTOR further agrees to include a provision requiring such compliance in its lower tier covered transactions.

J. BYRD ANTI-LOBBYING AMENDMENT, 2 CFR §200.326 Appendix II to Part 200 (J)

CONTRACTOR must file with the GOVERNMENT the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. If not provided with the bid response, CONTRACTOR must complete and submit the Certification Regarding Lobbying Form.

K. PROCUREMENT OF RECOVERED MATERIALS, 2 CFR §200.326 Appendix II to Part 200 (K) and 2 CFR §200.322)

(1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired-

(a) Competitively within a timeframe providing for compliance with the contract performance schedule;
(b) Meeting contract performance requirements; or
(c) At a reasonable price.

(2) Information about this requirement is available at EPA's Comprehensive Procurement Guidelines web site, http://www.epa.gov/cpg/. The list of EPA-designate items is available at http://www.epa.gov/cpg/products/htm.

L. AGREEMENTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS (2 CFR §200.321)

Should the CONTRACTOR subcontract any of the work under this AGREEMENT, CONTRACTOR shall take the following affirmative steps: place qualified small and minority businesses and women's business enterprises on solicitation lists; assure that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources; divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises; establish delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and use the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

M. ACCESS TO RECORDS

(1) CONTRACTOR agrees to provide GOVERNMENT, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives' access to any books, documents, papers, and records of the Contractor which are directly pertinent to this AGREEMENT for the purposes of making audits, examinations, excerpts, and transcriptions.

(2) CONTRACTOR agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) CONTRACTOR agrees to provide the FEMA Administrator or his authorized representatives' access to construction or other work sites pertaining to the work being completed under the contract.

N. SEAL, LOGO AND FLAGS

CONTRACTOR shall not use the U.S. Department of Homeland Security's seal(s), logos, crests, or reproductions of flags or likenesses of the U.S. Department of Homeland Security's agency officials without specific FEMA preapproval.

O. COMPLIANCE WITH FEDERAL LAW, REGULATIONS AND EXECUTIVE ORDERS

This is an acknowledgement that FEMA financial assistance will be used to fund the AGREEMENT only. CONTRACTOR will comply will all federal law, regulations, executive orders, FEMA policies, procedures, and directives.

P. NO OBLIGATION BY FEDERAL GOVERNMENT

The Federal Government is not a party to this AGREEMENT and is not subject to any obligations or liabilities to GOVERNMENT, CONTRACTOR, or any other party pertaining to any matter resulting from the contract.

Q. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

CONTRACTOR acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the CONTRACTOR'S actions pertaining to this contract.

Special Requirements/Instructions

The following requirements and instructions supersede General Requirements where applicable.

1. Bid Requirement

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

Bidder is responsible for submitting one (1) *original* bid copy to include a completed copy of this specifications packet in its entirety; and two (2) numbered bid *copies* to include at a minimum all pages requiring completion and/or marked with instructions to be returned with bid submission and any other documentation requested within these specifications.

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

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.

2. Vendor Registration: SAM (System for Award Management).

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

Bidders are strongly encouraged to review their firm's SAM (System for Award Management) status prior to Bid Submission.

3. Awarded Vendor(s): Submission of FORM 1295 (Texas Ethics Commission)

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

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

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

FORM 1295 Exemptions: What type of contracts are exempt from the Form 1295 filing requirement under the amended law? The amended law adds to the list of types of contract exempt from the Form 1295 filing requirement. A completed Form 1295 is not required for:

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

3. Awarded Vendor(s): Submission of FORM 1295 (Texas Ethics Commission) – CONTINUED

Upon entering into a contract or professional agreement, the Jefferson County Purchasing Department will submit a request to the Vendor to both:

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

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

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

4. Multiple Vendor Award

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

5. 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.

6. Payment

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

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

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

7. 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.

8. Insurance

The contractor (including any and all subcontractors as defined in Section 9.1.3 below) shall, at all times during the term of this contract, maintain insurance coverages with not less than the type and requirements shown below. Such insurance is to be provided at the sole cost of the contractor. These requirements do not establish limits of the contractor's liability.

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

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

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

Minimum Insurance Requirements:

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

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

Workers' Compensation Statutory Coverage (See Section Below)

9. Workers' Compensation Insurance

9.1 Definitions:

9.1.1 **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.

9.1.2 **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.

9.1.3 **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.

9.2 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.

9.3 The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract – refer to Section 8 above.

9.4 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.

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

9.5.1 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

9.5.2 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.

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

9.7 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.

9.8 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.

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

9.9.1 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.

9.9.2 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.

9.9.3 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.

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

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

9.9.4.2 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.

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

9.9.6 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

9.9.7 Contractually require each person with whom it contracts to perform as required by paragraphs 9.1. – 9.7., with the certificates of coverage to be provided to the person for whom they are providing services.

9.10 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.

9.11 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 Yea-Mei Sauer, Contract Specialist, ysauer@co.jefferson.tx.us, regarding any questions or comments. Please reference bid number IFB 20-042/YS.

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 November 1, 2020 through October 31, 2023.**

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 35,000 gallons of AV Gas Low Lead 100 and 500,000 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 FAA approved FAR part 139, ATA 103 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, no more than five (5) years old at the time of delivery. Bidder must specify how service issues will be handled and where the repair services are located. If repair services are outside of Jefferson County, bidder must specify how they intend to move truck and if there will be a replacement truck.

If the bid proposes a lease arrangement, the lease must allow Jefferson County to terminate the lease without penalty upon thirty (30) days written notice. Other lease terms must be submitted with this proposal. Minimum truck specifications must include the following:

- Stainless Steel Tanks
- Single Point Delivery
- Overflow Protection
- 240 GPM Singlepoint Nozzle with Digital Meter Readout
- Two (2) 75 GPM Overwing Nozzle fuel Flow Capability – must be driver side center-mount
- Brake Interlock
- Automatic Transmission
- Automatic Prist Injection
- Compliance with all ATA 103 Regulation and NFPA407 Regulations
- Bottom load point located on passenger side

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.

Bidder Information Form

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

Bid Name & Number: Term Contract for Aviation Fuel for Jack Brooks Regional Airport, IFB 20-042/YS

Bidder's Company/Business Name: EPIC Aviation, LLC

Bidder's TAX ID Number: 74-3207188

Contact Person: Brett Reid **Title:** Regional Sales Manager

Phone Number (with area code): 503-569-2209

Alternate Phone Number if available (with area code): 503-566-2490

Fax Number (with area code): 503-566-2390

Email Address: BReid@EPICFuels.com

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

N/A

Address

City, State, Zip Code

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:

EPIC Aviation, LLC
Company Name

222 West Las Colinas Blvd. Suite 1425N
Address

Irving | TX | 75039
City | State | Zip

Signature of Person Authorized to Sign

Marla Beckham
Printed Name

Chief Financial Officer
Title

For clarification of this offer, contact:

Brett Reid
Name

503-569-2209 | 503-566-2390
Phone | Fax

BReid@EPICFuels.com
E-mail

Bidder Shall Return Completed Form with Offer.

Acceptance of Offer

The Offer is hereby accepted for the following items: Aviation Fuel for Jack Brooks Regional Airport. Contract Term: Three (3) years from November 1, 2020 through October 31, 2023.

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

This contract shall henceforth be referred to as Contract No. IFB 20-042/YS, 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

Bidder Shall Return Completed Form with Offer.

Bid Form

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

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
35,000 gallons	AV Gas Low Lead 100		$ 2.37298	$ 83,084
	Platts Reference Price for 8-25-2020	$ 1.29104		
	Bidder's Markup	$ 1.08194		
	Taxes/Fees per Gallon	$ .1979		
	Unit Price per Gallon (price, bidder's markup, and taxes/fees per gallon)		$ 2.57088	$ 89,981
	Texas Delivery Fee (per delivery) (Total based on 4 loads)		$ $6.95	$ $27.80

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
500,000 galloons	Jet A		$1.265387	$632,694
	Platts Reference Price for 8-25-2020	$ 1.11092		
	Bidder's Markup	$ .154467		
	Taxes/Fees per Gallon	$ .24614		
	Unit Price per Gallon (price, bidder's markup, and taxes/fees per gallon)		$ 1.51153	$ 755,764
	Texas Delivery Fee (per delivery)		$ n/a	$ n/a

Name of Company: EPIC Aviation, LLC

Bid Form (Continued)

Credit Cards honored and service fees:

American Express	2.70%	Visa/Mastercard (Qualified)	1.95%
Discover	2.95%	Visa/Mastercard (unqualified)	3.15%
EPIC Card*	0 %	Avcard	2.95%
Air Card	0 % (Contract)	Multiservice	3.00%

* 0% first 12 months, Discounted rate of 1.75% thereafter
** 0% with Jefferson County holding DLA contract, otherwise processed at 3.1%

Weighted Average of Fees (50% major oil)	$ 2.0875%
Increment due to the Average of Credit Card Fee	$ .02875
AV Gas Low Lead 100 Effective Bid Price per Gallon	$ 2.57088
Total Effective Bid per Gallon	$ 2.59963
Jet A Effective Bid per Gallon	$ 1.51153
Total Effective Bid per Gallon	$ 1.54028
Effective Bid Value, Grand Total	$ 861,127
Bid Surety	$ N/A
Additional Marketing Support (co-op advertising)	$ $2,000 per year

Refueler Truck

3,000 Gallon Jet A Refueler Truck – Annual Cost:	$ 17,700
Make/Model	New 2020 Skymark built - International 4300

Name of Company: EPIC Aviation, LLC

Acknowledgment of Addenda (if any): None posted at time of bid submission

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: Mineral Wells Regional Airport

Address: 5300A Airport Road, Mineral Wells, TX 76067

Contact Person and Title: H. Wayne Sanderson, Airport Manager

Phone: 940-328-7808 Fax: 940-328-7813

Email Address: wsanderson@mineralwellsairport.com Contract Period: 10/1/2019 - 9/30/2024

Scope of Work: Branded aviation fuel supplier and related services

REFERENCE TWO

Government/Company Name: City of Bay City, Bay City Regional Airport

Address: 3598 FM 2540 North, Bay City, TX 77414

Contact Person and Title: James Mason, Airport Manager

Phone: 979-429-0890 Fax: 979-323-1670

Email Address: jmason@cityofbaycity.org Contract Period: 12/29/2015 - 12/28/2020

Scope of Work: Branded aviation fuel supplier and related services

REFERENCE THREE

Government/Company Name: City of Wichita Falls, Kickapoo Downtown Airport

Address: 4515 Old Jacksboro Hwy, Wichita Falls, TX 76302

Contact Person and Title: Jon Waltjen

Phone: 940-855-3623 Fax: 940-766-3248

Email Address: Jon.waltjen@wichitafallstx.gov Contract Period: 10/1/2017 - 9/30/2022

Scope of Work: Branded aviation fuel supplier and related services

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.

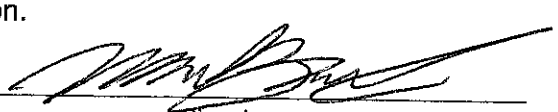
Would bidder be willing to allow other governmental entities to piggyback off this contract, if awarded, under the same terms and conditions? ..... **Yes** ☒ **No** ☐

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.

EPIC Aviation, LLC
Bidder (Entity Name)


Signature

222 West Las Colinas Blvd, Suite 1425N
Street & Mailing Address

Marla Beckham
Print Name

Irving, TX 75039
City, State & Zip

9/21/2020
Date Signed

866-501-3742
Telephone Number

503-566-2390
Fax Number

MBeckham@EPICFuels.com
E-mail Address

Bidder Shall Return Completed Form with Offer.

** To be completed by awarded vendor upon entering a contract.

Conflict of Interest Questionnaire

CONFLICT OF INTEREST QUESTIONNAIRE — FORM CIQ

For vendor doing business with local governmental entity

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

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

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

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

OFFICE USE ONLY

Date Received

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

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

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

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

_____
Name of Officer

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

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

☐ Yes ☐ No

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

☐ Yes ☐ No

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

☐ Yes ☐ No

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

4

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

Adopted 8/7/2015

Bidder Shall Return Completed Form with Offer.

Local Government Officer
Conflicts Disclosure Statement - OFFICE USE ONLY

LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT

FORM CIS

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

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

OFFICE USE ONLY

Date Received

1 **Name of Local Government Officer**

2 **Office Held**

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

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

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

Date Gift Accepted _____ Description of Gift _____

Date Gift Accepted _____ Description of Gift _____

Date Gift Accepted _____ Description of Gift _____

(attach additional forms as necessary)

6 **AFFIDAVIT**

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

_____
Signature of Local Government Officer

AFFIX NOTARY STAMP / SEAL ABOVE

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

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

Adopted 8/7/2015

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.

See next page **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.

Marla Beckham
Printed Name of Authorized Representative

Signature

Chief Financial Officer
Title

9/21/2020
Date

Bidder Shall Return Completed Form with Offer.

Currently there are no HUB's in our qualified vendor list. Have reached out to one and have not received a response as of the time of submittal.

EPIC FUELS

HUB Requirement:
We understand the HUB requirement on the bid is 0%, unlike a construction contract. EPIC has solicited HUBs on many bids and at this time we have one approved and contracted carrier which we have reached out to for rates and commitment for this opportunity.

In order to meet vetting requirements for transportation of Aviation fuel, all carriers must meet the following criteria:

- 100% dedicated equipment to a specific product (aviation) including pump and hoses
- Trained drivers in our online Quality Control course
- Must meet minimum insurance requirements
- Acceptable score on the Federal Motor Carrier Safety Administration (FMCSA) site
- Signed Carrier Agreement

Environmental Transports does meet our requirements and is fully vetted to transport Jet-A for EPIC Fuels.

Should Jack Brooks Airport approve the use of this company they will take place of the primary carrier noted in the bid forms.

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: _____

Marla Beckham		9/24/2020
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.

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 approved (HUB has form to sign and will send in if awarded)

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: Environmental Transport Inc

HUB Status (Gender & Ethnicity): _____

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

Address: 2714 Snyders Bluff League City TX 77573
Street City State Zip

Phone (with area code): 713-291-2319 Fax (with area code): 800-573-1925

Proposed Subcontract Amount: $TBD upon approval Percentage of Prime Contract: TBD %

Description of Subcontract Work to be Performed: Loading and transportation of Jet-A

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

Environmental Transport Inc _____ _____
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

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): Marla Beckham

Title: Chief Financial Officer

Signature: _____

Date: 9/21/2020

E-mail address: mbeckham@epicfuels.com

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

Name (print or type): Lori Chambers

Title: Manager, Billing

Date: 9/18/2020

E-mail address: billingdocs@epicfuels.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 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.):	74-3207188
Company Name submitting bid/proposal:	EPIC Aviation, LLC
Mailing address:	222 W. Las Colinal Blvd, Suite 1425N, Irving, TX 75039
If you are an individual, list the names and addresses of any partnership of which you are a general partner:	

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

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

House Bill 89 Verification

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

1. Does not boycott Israel currently; and

2. Will not boycott Israel during the term of the contract.

Pursuant to Section 2270.001, Texas Government Code:

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

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

Signature of Company Representative

9/21/2020
Date

On this 21st day of September, 2020, personally appeared

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

Notary Seal

PATRICIA ADELE MAHER
Notary Public, State of Texas
Comm. Expires 04-03-2024
Notary ID 132426775

Patricia Adele Maher
Notary Signature

September 21st 2020
Date

Bidder Shall Return Completed Form with Offer.

Senate Bill 252 Certification

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

EPIC Aviation, LLC
Company Name

IFB 20-042/YS
IFB/RFP/RFQ number

Certification check performed by:

Purchasing Representative

Date

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 Dallas

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

on this day personally appeared Marla Beckham (name), who

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

"I, Marla Beckham (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

222 West Las Colinas Blvd. Suite 1425N, Irving, TX

Fax: 503-566-2390 Telephone# 866-501-3742

by: Marla Beckham (print name) Title: Chief Financial Officer

Signature:

SUBSCRIBED AND SWORN to before me by the above-named Marla Beckham on

this the 31st day of September, 2020.

PATRICIA ADELE MAHER
Notary Public, State of Texas
Comm. Expires 04-03-2024
Notary ID 132426775

Patricia Adele Maher
Notary Public in and for
the State of TX

Bidder Shall Return Completed Form with Offer.

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY) 09/15/2020

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

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

PRODUCER	CONTACT NAME:	
Aon Risk Services Northeast, Inc. Boston MA Office 53 State Street Suite 2201 Boston MA 02109 USA	PHONE (A/C. No. Ext): (866) 283-7122	FAX (A/C. No.): (800) 363-0105
	E-MAIL ADDRESS:	

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
EPIC Aviation LLC Downstream Management, LLC PO Box 12249 Salem OR 97309 USA	INSURER A: Allianz Global Risks US Insurance Co.	35300
	INSURER B: Starr Indemnity & Liability Company	38318
	INSURER C: Allianz Global Corporate & Specialty SE	AA1344102
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 570083894061 **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	
C	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC OTHER:			AVLON1901404 Aviation Liability	12/31/2019	12/31/2020	EACH OCCURRENCE	$1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$1,000,000
							MED EXP (Any one person)	$200,000
							PERSONAL & ADV INJURY	$1,000,000
							GENERAL AGGREGATE	
							PRODUCTS - COMP/OP AGG	
							Fire Legal	$1,000,000
	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	
							BODILY INJURY (Per person)	
							BODILY INJURY (Per accident)	
							PROPERTY DAMAGE (Per accident)	
A	X UMBRELLA LIAB [X] OCCUR EXCESS LIAB [ ] CLAIMS-MADE DED [X] RETENTION			USL00137919 SIR applies per policy terms & conditions	12/31/2019	12/31/2020	EACH OCCURRENCE	$1,000,000
							AGGREGATE	$1,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N		1000002963 AOS	12/31/2019	12/31/2020	[X] PER STATUTE [ ] OTH-ER	
B	ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N	N/A	1000002962	12/31/2019	12/31/2020	E.L. EACH ACCIDENT	$2,000,000
B	If yes, describe under DESCRIPTION OF OPERATIONS below			1000002961 FL & MA	12/31/2019	12/31/2020	E.L. DISEASE-EA EMPLOYEE	$2,000,000
							E.L. DISEASE-POLICY LIMIT	$2,000,000

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

Jefferson County is included as Additional Insured in accordance with the policy provisions of the General Liability policy. A Waiver of Subrogation is granted in favor of against the County, its officers, employees and agents in accordance with the policy provisions of the General Liability Umbrella Liability and Workers' Compensation policies.

CERTIFICATE HOLDER

Jefferson County
1149 Pear Street, 7th Floor
Beaumont TX 77701 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 : 570083894061

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AGENCY CUSTOMER ID: 570000035015
LOC #:

ACORD®

ADDITIONAL REMARKS SCHEDULE

Page _ of _

AGENCY	NAMED INSURED
Aon Risk Services Northeast, Inc.	EPIC Aviation LLC
POLICY NUMBER: See Certificate Number: 570083892592	
CARRIER: See Certificate Number: 570083892592 / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

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

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER	
INSURER	
INSURER	
INSURER	

ADDITIONAL POLICIES If a policy below does not include limit information, refer to the corresponding policy on the ACORD certificate form for policy limits.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
	WORKERS COMPENSATION							
B		N/A		1000002960 WI	12/31/2019	12/31/2020		

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AGENCY CUSTOMER ID: 570000035015
LOC #:

ADDITIONAL REMARKS SCHEDULE

Page _ of _

AGENCY	NAMED INSURED
Aon Risk Services Northeast, Inc.	EPIC Aviation LLC
POLICY NUMBER	
See Certificate Number: 570083892592	
CARRIER / NAIC CODE	EFFECTIVE DATE:
See Certificate Number: 570083892592	

ADDITIONAL REMARKS

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

Special Provisions

Aviation Coverage:
Policy: AVLON1901404
Carrier: Allianz Global Corporate & Specialty; various Lloyd Syndicates
Term: 12/31/2019 - 12/31/2020
58% of coverage

Policy: PL00185316817
Carrier: National Union Fire Insurance Company of Pittsburgh, PA
Term: 12/31/2019 - 12/31/2020
19.5% of coverage

Policy: 19AS10013308
Carrier: Lloyd Syndicate 1919
Term: 12/31/2019 - 12/31/2020
17.5% of coverage

Policy: 100011507
Carrier: QBE Insurance Corporation
Term: 12/31/2019 - 12/31/2020
5% of coverage

As respects to these policies, Aon Risk Solutions (U.S.) is generating and distributing this certificate in an administrative capacity. Aon UK Limited is the broker for the defined policies.

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AGENCY CUSTOMER ID: 570000035015
LOC #:

ADDITIONAL REMARKS SCHEDULE

Page _ of _

AGENCY	NAMED INSURED
Aon Risk Services Northeast, Inc.	EPIC Aviation LLC
POLICY NUMBER	
See Certificate Number: 570083892592	
CARRIER / NAIC CODE	EFFECTIVE DATE:
See Certificate Number: 570083892592	

ADDITIONAL REMARKS

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

Special Provisions Continued

SPECIAL PROVISIONS:
Solely as respects: (i) the Insurance coverages noted above (ii) the Contract(s) and only to the extent of the insurance requirements of the Contract(s) provided all policy terms, conditions, limitations, deductibles, warranties, and exclusions remain paramount, (iii) the Equipment (if applicable) and (iv) the operations of the Named Insured, subject to all policy terms, conditions, limitations, deductibles, warranties, and exclusions, the following provisions apply:

Geographical Limits are Worldwide.

Comprehensive General Aviation Liability including inter alia, On-Airport Premises Automotive Liability, Premises, Products and Completed Operations Liabilities, Hangarkeepers Liability, Aircraft Liability, Contractual Liability, Cargo Liability, Baggage Liability, Advertisers Liability and Fire Legal Liability.

SEVERAL LIABILITY NOTICE: The subscribing insurers' obligations under contracts of insurance to which they subscribe are several and not joint and is limited solely to the extent of their individual subscriptions. The subscribing insurers are not responsible for the subscriptions of any co-subscribing insurer who for any reason does not satisfy all or part of its obligations. LSW 1001 (Insurance)

Each of the above Insurers, individually for its policy only, has authorized the undersigned to issue this certificate on its behalf as a matter of convenience. The undersigned is not an insurer and has no liability of any sort under the above policies nor as a result of this certification.

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ACORD®

ADDITIONAL REMARKS SCHEDULE

Page _ of _

AGENCY	NAMED INSURED
Aon Risk Services Northeast, Inc.	EPIC Aviation LLC
POLICY NUMBER	
See Certificate Number: 570083892592	
CARRIER / NAIC CODE	EFFECTIVE DATE:
See Certificate Number: 570083892592	

ADDITIONAL REMARKS

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

Special Provisions Continued:

This certificate or verification of insurance is not an insurance policy and does not amend, extend or alter the coverage afforded by the policies listed herein, unless otherwise noted above. Notwithstanding any requirement, term or condition of any contract or other document with respects to which this certificate or verification of insurance may be issued or may pertain, the insurance afforded by the policies subscribed herein is subject to all terms, exclusions and conditions of such policies.

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WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

Any person or organization to whom you become obligated to waive your rights of recovery against, under any contract or agreement you enter into prior to the occurrence of loss.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective: Policy No.: Endorsement No.:

Insured: Premium:

Insurance Company: Countersigned by: _____

Worldwide Leader in Aircraft Refuelers

Expect More....We Deliver!

Vac Trucks, LP, Refined Fuels

General Warranty Information on New Aircraft Refuelers Manufactured by SkyMark

SkyMark Manufactures Safe and Reliable Refueling Equipment:
New refuelers manufactured by SkyMark Refuelers, LLC (SkyMark) are engineered and manufactured with the utmost safety in mind. Additionally, SkyMark's refuelers are designed to be reliable, durable, and easy to maintain.

General Warranty Statement: SkyMark offers a comprehensive warranty on all new refuelers. SkyMark's new refuelers are sold subject to the warranties, disclaimers, limitations and conditions herein set forth.

The rights, duties and liabilities established herein are exclusive and shall constitute the sole and only remedies with respect to equipment and refuelers supplied by SkyMark, and shall extend only to the original purchaser, initial user, or Lessee who operates the equipment in regular service *(herein called 'Customer' or 'Purchaser').*

Summary Warranty Table: For New Refuelers Manufactured by SkyMark

Warranty Subject	Warranty Policy For New Aircraft Refuelers Manufactured by SkyMark Refuelers
Refueler Body & Pumping System (12 Month Warranty)	**Product Warranty:** SkyMark's new refueler bodies and pumping systems are expressly warranted against defects in material and workmanship for the period of 12 months from the date of shipment. Any defect communicated to SkyMark within the warranty period shall be repaired or replaced by SkyMark, or at its option, by its distributor or approved 3rd party contractor. **Clean Title Warranty:** Additionally, SkyMark will convey clear title to all equipment provided by SkyMark, free of all liens and encumbrances.
New Refueler Product Tanks (60 Month Warranty) • ***NOTE: The Product Tank warranty is provided directly by the tank manufacturer (with full backing and administrative support from SkyMark).***	The new aluminum or stainless steel product tanks provided by SkyMark on new refuelers include a 60 month tank warranty provided directly by the manufacturer of the product tank. The warranty provided by the tank manufacturer shall guarantee the aluminum or stainless steel product tanks will be free from leaks and/or defects for a period of 5 years.
Truck Chassis (Domestic Chassis) (12 to 36 Month Warranty) • ***NOTE: The truck chassis warranty is provided directly by the chassis manufacturer and the associated truck dealer (with full backing and administrative support from SkyMark).***	New U.S. domestic truck chassis provided by SkyMark include a comprehensive chassis warranty provided directly by the manufacturer of the chassis. While the specific chassis warranty may vary, they are most often warranted as follows: • **12 Months: Bumper-to-bumper:** Includes a 1-year warranty on complete chassis • **36 Months: Engine:** Includes a 3-year warranty on engine & drive train • **36 Months: Transmission:** Includes a 3-year warranty on automatic transmission
Truck Chassis (Export Chassis) (12 to 36 Month Warranty) • ***NOTE: The truck chassis warranty is provided directly by the chassis manufacturer and the associated truck dealer (with full backing and administrative support from SkyMark).***	New U.S. 'built-for-export' truck chassis provided by SkyMark include a comprehensive chassis warranty provided directly by the manufacturer of the chassis. While the specific chassis warranty may vary, they are most often warranted as follows: • **12 Months: Bumper-to-bumper:** Includes a 1-year warranty on complete chassis • **12 Months: Engine:** Includes a 1-year warranty on engine & drive train • **12 Months: Transmission:** Includes a 1-year warranty on automatic transmission

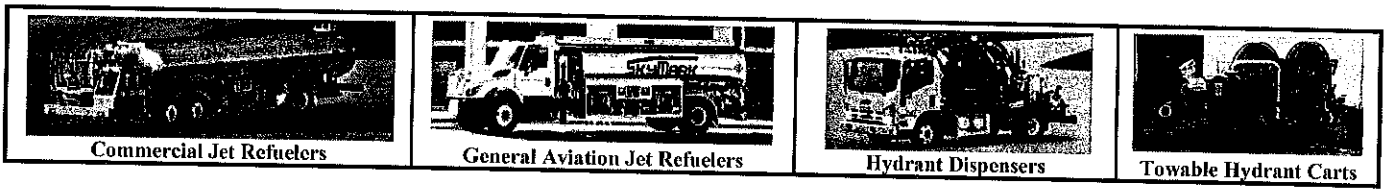
Warranty Information Continued...

DISCLAIMER: The foregoing expressed warranties are in lieu of all other warranties expressed or implied, except as provided herein.

EXCLUSIONS AND LIMITATIONS: Certain major components, such as engines and tires and product tanks, are manufactured by others, and are warranted by their respective manufacturer.

SkyMark will exercise its best efforts to insure compliance by such manufacturers with the terms of the respective warranties. SkyMark shall not be liable under the foregoing warranties for equipment failure or damage resulting from:

1. Failure to follow SkyMark's operating and maintenance instructions;
2. Abuse, overload, misuse, or neglect of the equipment or accidental injury thereto;
3. Repairs, alterations, or modifications made or caused to be made by Purchaser without prior written approval;
4. Use or operation of the equipment under conditions or for purposes for which it was not designed and manufactured;
5. Normal wear.



Avgas 100 LL			Per ASTM D910-15 Table 1
Property	**Specification Limits**		**ASTM Test Method**
COMBUSTION			
Net heat of combustion, MJ/kg	min	43.5	D4529, D3338
Octane Rating			
Knock value, lean mixture			
Motor Octane Number	min	99.6	D2700
Aviation Lean Rating	min	100.0	D2701
Knock value, rich mixture			
Octane number	min		
Performance number	min	130.0	D909
COMPOSITION			
Sulfur, total mass %	max	0.05	D1266, D2622
Tetraethyl lead			
mL TEL/L	max	0.53	D3341, D5059
g Pb/L	max	0.56	
Color			
Dye content, mg/L			
Blue dye	max	2.7	
Yellow dye	max	None	
Red dye	max	None	
Orange dye	max	None	
VOLATILITY			
Vapor Pressure, 38 °C, kPa	min	38.0	D323 or D5191
	max	49.0	
Density at 15°C, kg/m3		Report	D1298 or D4052
Distillation temperature, °C:		C/F	
Initial boiling point		Report	
Fuel Evaporated			
10 volume % at °C	max	75/167	
40 volume % at °C	min	75/167	
50 volume % at °C	max	105/221	
90 volume % at °C	max	135/275	D86
Final boiling point, temperature	max	170/338	
Sum of 10% + 50% evaporated temperatures	min	135/275	
Recovery volume %	min	97	
Residue volume %	max	1.5	
Loss volume %	max	1.5	
FLUIDITY			
Freezing point, °C	max	-58 / -72.4	D2386
CORROSION			
Copper strip, 2 h at 100°C	max	No. 1	D130
CONTAMINANTS			
Oxidation stability, mg/100 mL (5 h aging)			D873
Potential gum	max	6	
Lead precipitate	max	3	
Water reaction			D1094
Volume change, mL	max	± 2	
OTHER			
Electrical conductivity, pS/m	range	450	D2624

Jet A & Jet A-1				Per ASTM D1655-16a Table 1
Property		**Specification Limits**		**ASTM Test Method**
COMPOSITION				
Acidity, total mg KOH/g		max	0.1	D3242/IP 354
1. Aromatics, vol %		max	25	D1319 or IP 156
2. Aromatics, vol %		max	26.5	D6379/IP 436
Sulfur, mercaptan,C mass %		max	0.003	D3227/IP 342
Sulfur, total mass %		max	0.30	D1266, D2622, D4294, D5453, IP 336
VOLATILITY				
Distillation temperature, °C:			C/F	D86, D2887/IP 406, D7345, IP 523
10 % recovered, temperature		max	205/401	
50 % recovered, temperature			report	
90 % recovered, temperature			report	
Final boiling point, temperature		max	300/572	
Distillation residue, %		max	1.5	
Distillation loss, %		max	1.5	
Flash point, °C		min	38/100.4	D56, D3828, D3828, IP 170 or IP 523
Density at 15°C, kg/m3			775 to 840	D1298/IP 160 or D4052 or IP 365
FLUIDITY				
Freezing point, °C	Jet A	max	-40/-40	D5972/IP 435, D7153/IP 529, D7154/IP 528, or D2386/IP 16
	Jet A-1		-47/-52.6	
Viscosity -20°C, mm^2/s		max	8.0	D445/IP 71, Section 1, D7042, or D7945
COMBUSTION				
Net heat of combustion, MJ/kg		min	42.8	D4529, D3338, D4809, or IP 12
One of the following requirements shall be met:				
(1) Smoke point, mm, or		min	25.0	D1322/IP 598
(2) Smoke point, mm, and		min	18.0	D1322/IP 599
Naphthalenes, vol, %		max	3.0	D1840
CORROSION				
Copper strip, 2 h at 100°C		max	No. 1	D130/IP 154
THERMAL STABILITY				
JFTOT (2.5 h at control temperature of 260°C min)				D3241/IP 323
Filter pressure drop, mm Hg		max	25	
Tube Rating: One of the following requiremnts shall be met.				
(1) Annex A1 VTR, VTR Color code		Less than	3 (No Peacock or Abnormal Color Deposits)	
(2) Annex A2 ITR or Annex A3 ETR, nm average over area of 2.5 mm		max	85	
CONTAMINANTS				
Existent gum, mg/100 mL		max	7	D381, IP 540
Microseparometer, Rating				D3948
Without electrical conductivity additive		min	85	
With electrical conductivity additive		min	70	
ADDITIVES				
Electrical conductivity, pS/m		range	50-600	D2624/IP 274

...ely Urgent

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KEIZER OR 97303

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DATE: 25 SEP 2020

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TO: 1149 PEARL ST
1st floor
BEAUMONT TX 77701-3638

TX 777 0-01

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rec: 9/20/2020
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Upaul

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Bid Name: Term Contract for Aviation Fuel for Jack Brooks Regional Airpor...
Bid# IFB 20-042/YS

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Opening: 11 Am, WED, SEP 30, 2020

TITAN
AVIATION FUELS

ORIGINAL

601 McCarthy Blvd.
New Bern, NC 28562

Proposal to Supply Aviation Fuel

Jack Brooks Regional Airport
Beaumont, TX
Due: September 30, 2020

Prepared by: Trey Baker | tbaker@titanfuels.aero | 252.361.3026
Submitted by: Titan Aviation Fuels | titanfuels.aero |252.633.0066

TITAN
AVIATION FUELS

Proposal to Supply Aviation Fuel

Jack Brooks Regional Airport
Beaumont, TX
Due: September 30, 2020

Prepared by: Trey Baker | tbaker@titanfuels.aero | 252.361.3026
Submitted by: Titan Aviation Fuels | titanfuels.aero |252.633.0066

September 30th, 2020

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

Enclosed is our proposal to brand Jack Brooks Regional Airport as a Shell Aviation Branded Dealer. Titan Aviation Fuels (formerly known as Eastern Aviation Fuels (2019)) has been a trusted member to the aviation industry for over 44 years. We serve over 550 branded FBO's as the exclusive marketer of Shell Aviation fuel products in North America.

Titan Aviation Fuels/Shell Aviation is the primary business delivering quality fuel, marketing programs, refueling equipment, supplies, credit card processing, and quality control. This is demonstrated through quality assurance, communication, transparency, safety programs and designing best practices for the success of both of our businesses.

This proposal will outline our ability to support your operations as specified in the RFP. I would like to express my appreciation for the time you have shared with our team and reviewing our proposal. I look forward to a long-term business relationship and adding Jack Brooks Regional Airport as a member of the Shell Aviation Branded Network.

I look forward to your response and feel free to contact me with any questions.

Best regards,

Trey Baker

Trey Baker
Titan Aviation Fuels

Post Office Box 12327 New Bern, NC 28561-2327
Tel 252-633-0066 **Fax** 252-633-3125 **Cell** 252-361-3026 Email tbaker@titanfuels.aero

Bidder Information Form

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

Bid Name & Number: Term Contract for Aviation Fuel for Jack Brooks Regional Airport, IFB 20-042/YS

Bidder's Company/Business Name: Titan Aviation Fuels

Bidder's TAX ID Number: 56-1101119

Contact Person: Trey Baker **Title:** Regional Sales Manager

Phone Number (with area code): (252)361-3026

Alternate Phone Number if available (with area code): (252)633-0066

Fax Number (with area code): (252) 633-3125

Email Address: tbaker@titanfuels.aero

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

601 McCarthy Blvd.
Address
New Bern, NC 28562
City, State, Zip Code

This proposal contains confidential information



TITAN AVIATION FUELS

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:

Easton Aviation Fuels, Inc. dba Titan Aviation Fuels — For clarification of this offer, contact:
Company Name

PO Box 12321
Address

Robert L. Stallings, IV
Name

New Bern NC 28561
City State Zip

252-633-0066 252-633-3125
Phone Fax

Signature of Person Authorized to Sign

rstallings@titan-fuels.aero
E-mail

Robert L. Stallings
Printed Name

President
Title

Bidder Shall Return Completed Form with Offer.

This proposal contains confidential information

[redacted]

TITAN AVIATION FUELS

Acceptance of Offer

The Offer is hereby accepted for the following items: Aviation Fuel for Jack Brooks Regional Airport. Contract Term: Three (3) years from November 1, 2020 through October 31, 2023.

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

This contract shall henceforth be referred to as Contract No. IFB 20-042/YS, 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

Bidder Shall Return Completed Form with Offer.

This proposal contains confidential information

[redacted]

TITAN AVIATION FUELS

Bid Form

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

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
35,000 gallons	AV Gas Low Lead 100 (Total Delivered Price)		$ 2.42574	$ 84,900.90
	Platts Reference Price for 8-25-2020	$ 1.29104		
	Bidder's Markup	$ .045		
	Taxes/Fees per Gallon	$ .1979		
	Unit Price per Gallon (price, bidder's markup, and taxes/fees per gallon)		$ 1.53394	$
	Texas Delivery Fee (per delivery)		$ .0718	$

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
500,000 galloons	Jet A (Total Delivered Price)		$ 1.60122	$ 750,610.00
	Platts Reference Price for 8-25-2020	$ 1.11092		
	Bidder's Markup	$ .0275		
	Taxes/Fees per Gallon	$ .2469		
	Unit Price per Gallon (price, bidder's markup, and taxes/fees per gallon)		$ 1.38432	$
	Texas Delivery Fee (per delivery)		$ .0769	$ .0814 (Secondary)

Name of Company: Titan Aviation Fuels

This proposal contains confidential information



TITAN AVIATION FUELS

TOTAL PRICING / DELIVERY AND TERMS

Jack Brooks Regional Airport

TERMINAL	JET A Pasadena	Tyler	TERMINAL	AVGAS Deer Park	Tyler
INDEX	GC	GC	INDEX	GC 93 PUL	GC 93 PUL
TERMINAL RATE	1.150920	1.140920	TERMINAL RATE	$2.111040	$2.07104
MARK UP	0.027500	0.027500	MARK UP	$0.045000	$0.04500
*STATE TAX	0.000000	0.000000	*STATE TAX	$0.000000	$0.00000
FET	0.244000	0.244000	FET	$0.194000	$0.19400
FEES	0.001900	0.001900	FEES	$0.003900	$0.00390
**FREIGHT	0.076900	0.133500	**FREIGHT	$0.071800	$0.12530
DELIVERED PRICE	1.501220	1.547820	DELIVERED PRICE	$2.425740	$2.439240

* TAXES: THE STATE SALES TAX FOR AVIATION FUEL IS NOT INCLUDED IN THE ABOVE LISTED PRICING. THIS AMOUNT IS NOT CHARGED TO SHELL AVIATION DEALERS IF A COPY OF YOUR SALES TAX EXEMPTION FORM IS PROVIDED TO TITAN AVIATION FUELS/SHELL AVIATION TO KEEP ON FILE.

** FREIGHT CHARGES: EAF DOES NOT CONTROL THE RATES TRANSPORT CARRIERS CHARGE TO DELIVER PRODUCT TO OUR CLIENTS. WE SEND OUT REQUESTS TO SEVERAL CARRIERS IN ORDER TO GET THE LOWEST PRICE POSSIBLE BUT LOOK FOR SAFETY, DEPENDABLITY AND TRAINING AS A KEY FACTOR TO DETERMINE THE BEST COMPANY. IF YOUR ORGANIZATION HAS A PREFERRED CARRIER, PLEASE NOTIFY YOUR SALES REPRESENTATIVE.

PRICING DATE 8.25.2020 THRU 8.31.2020

Jet A price will be based on the previous week's average of the published market index based on terminal location and will be adjusted every Tuesday excluding holidays. If product is out at the primary terminal, Titan Aviation Fuels has the ability to provide product from alternate sources.

AVGAS/100LL price will be based on a Weekly Posted Rack Price based on terminal location and will be adjusted every Tuesday excluding holidays. If product is out at the primary terminal, Titan Aviation Fuels can provide product from alternate terminals.

- Fuel Quality: Titan Aviation Fuels will provide your FBO Jet A W/ Additive that meets the ASTM Specification D1655 (latest edition) and Aviation Gasoline 100LL that meets the requirements of the ASTM Specification D910 (latest edition)
- Titan Aviation Fuel offers Jet A with or without FSII
- Price Change Notification: Every Monday evening
- Product Delivery: Titan Aviation Fuels' offer is based upon the delivery of full transport loads of Jet A and Avgas 100LL
- Credit: Net (30) Day EFT
- Terms of Contract: Three (3) Years
- Weekly Pricing will be provided
- If there is a change in third-party, a 30-day notice will be given

Bid Form (Continued)

Credit Cards honored and service fees:

Shell Aviation Card	1.89% (0% Fuel Contract)	AvCard	3.0 %
MultiService Card	2.6 %	Discover	2.25%
Mastercard/Visa	1.9 %	American Express	2.5 %
Gov't Air Card	0.0 %		%

Weighted Average of Fees (50% major oil)	$ N/A
Increment due to the Average of Credit Card Fee	$ N/A
AV Gas Low Lead 100 Effective Bid Price per Gallon	$ N/A
Total Effective Bid per Gallon	$ N/A
Jet A Effective Bid per Gallon	$ N/A
Total Effective Bid per Gallon	$ N/A
Effective Bid Value, Grand Total	$ N/A
Bid Surety	$ N/A
Additional Marketing Support (co-op advertising)	$ 0.005 / Per Gallon

Refueler Truck

3,000 Gallon Jet A Refueler Truck – Annual Cost: New	$ 1495
Make/Model	Ford F-450 - Gas Engine Powered

Option: keep current 2018 Refueler at a new rate of $995 per month (6 months Free)

Name of Company: Titan Aviation Fuels

Acknowledgment of Addenda (if any):

Addendum 1 _____ Date Received_____

Addendum 2 _____ Date Received_____

Addendum 3 _____ Date Received_____

Bidder Shall Return Completed Form with Offer.

This proposal contains confidential information

[redacted]

TITAN AVIATION FUELS

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 ARPT BLVD., Mesquite, Texas 75181

Contact Person and Title: Eric Pratt

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

Email Address: epratt@cityofmesquite.com Contract Period: 4 Years

Scope of Work: Aviation Fueling Services

REFERENCE TWO

Government/Company Name: City of Sugar Land

Address: 12888 B HWY 6 South, Sugar Land, Texas 77498

Contact Person and Title: Elizabeth Rosenbaum

Phone: (281) 275-2100 Fax: (281) 275-2404

Email Address: erosenbaum@sugarlandtx.gov Contract Period: 5 Years

Scope of Work: Aviation Fueling Services

REFERENCE THREE

Government/Company Name: City of Nacogdoches

Address: 556 Terry Crawford, OFC, Nacogdoches, Texas 75964

Contact Person and Title: Joe Cefalu

Phone: (036) 560-0667 Fax: (036) 560-3216

Email Address: cefaluj@ci.nacogdoches.tx.us Contract Period: 3 Years with (2) 1 Year Options

Scope of Work: Aviation Fueling Services

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.

Signature Aviation Fuels, Inc dba Titan Aviation Fuels	[signature]
Bidder (Entity Name)	Signature
601 McCarthy Blvd	Robert L Stallings, III
Street & Mailing Address	Print Name
New Bern, NC 28562	9-17-20
City, State & Zip	Date Signed
252-633-0066	252-633-3125
Telephone Number	Fax Number
rstallings@titanfuels.aero	
E-mail Address	

Bidder Shall Return Completed Form with Offer.

This proposal contains confidential information

[redacted]

TITAN AVIATION FUELS

Conflict of Interest Questionnaire

CONFLICT OF INTEREST QUESTIONNAIRE — FORM CIQ

For vendor doing business with local governmental entity

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

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

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

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

OFFICE USE ONLY

Date Received

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

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

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

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

_____
Name of Officer

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

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

☐ Yes ☐ No

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

☐ Yes ☐ No

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

☐ Yes ☐ No

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

4

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

Adopted 8/7/2015

Not Applicable

Bidder Shall Return Completed Form with Offer.

This proposal contains confidential information

[redacted]

TITAN AVIATION FUELS

Local Government Officer
Conflicts Disclosure Statement - OFFICE USE ONLY

LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT

FORM CIS

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

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

OFFICE USE ONLY

Date Received

1 Name of Local Government Officer

2 Office Held

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

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

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

Date Gift Accepted — Description of Gift

Date Gift Accepted — Description of Gift

Date Gift Accepted — Description of Gift

(attach additional forms as necessary)

6 AFFIDAVIT

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

Signature of Local Government Officer

AFFIX NOTARY STAMP / SEAL ABOVE

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

Signature of officer administering oath — Printed name of officer administering oath — Title of officer administering oath

Adopted 8/7/2015

Not Applicable

This proposal contains confidential information

[redacted]

TITAN AVIATION FUELS

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.

Robert L. Stelling, IV
Printed Name of Authorized Representative

Signature

President
Title

9-17-20
Date

Bidder Shall Return Completed Form with Offer.

This proposal contains confidential information

[redacted]

TITAN AVIATION FUELS

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: ☐ Yes ☐ No

Address: _____
Street City State

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 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.

Not Applicable

This proposal contains confidential information

[redacted]

TITAN AVIATION FUELS

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

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 Subcontracting (if any): $ _____

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

Sub-goals: 1.7 African-American, 9.7% Hispanic, 0.8% 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 Subcontractor information Date: _____ Initials: _____

PART I. HUB SUCONTRACTOR DISCLOSURE

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

Certifying Agency: ☐ Texas Building & 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.

Not Applicable

This proposal contains confidential information

[redacted]

TITAN AVIATION FUELS

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: _____

_____

Not Applicable

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

Bidder Shall Return Completed Form with Offer.

This proposal contains confidential information

[redacted]

TITAN AVIATION FUELS

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 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.

Not Applicable

This proposal contains confidential information

[redacted]

TITAN AVIATION FUELS

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 Zip

Contact person: _____ Title: _

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

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

Description of Subcontract Work to be Performed: _____

Not Applicable

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 supporting 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.

This proposal contains confidential information

Residence Certification/Tax Form

ursuant 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 **Titan Aviation Fuels** [company name] is a Nonresident Bidder as defined in Government Code §2252.001 and our principal place of business is **New Bern, North Carolina** (city and state).

Taxpayer Identification Number (T.I.N.):	56-1101119
Company Name submitting bid/proposal:	Titan Aviation Fuels
Mailing address:	601 McCarthy Boulevard, New Bern, North Carolina 28562
If you are an individual, list the names and addresses of any partnership of which you are a general partner:	

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

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

* 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.

This proposal contains confidential information



TITAN AVIATION FUELS

House Bill 89 Verification

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

1. Does not boycott Israel currently; and

2. Will not boycott Israel during the term of the contract.

Pursuant to Section 2270.001, Texas Government Code:

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

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

Signature of Company Representative

9-17-20
Date

On this 17 day of September 20 20, personally appeared Robert L. Stallings, IV, the above named person, who after by me being duly sworn, did swear and confirm that the above is true and correct.

CAROLINE S SMITH
Notary Seal
NOTARY PUBLIC
CRAVEN COUNTY, NC
My Commission Expires
08-28-23

Caroline S. Smith
Notary Signature

9/17/20
Date

Bidder Shall Return Completed Form with Offer.

This proposal contains confidential information

[redacted]

TITAN AVIATION FUELS

Senate Bill 252 Certification

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

Titan Aviation Fuels
Company Name

IFB 20-042/YS
IFB/RFP/RFQ number

Certification check performed by:

Purchasing Representative

Date

Bidder Shall Return Completed Form with Offer.

This proposal contains confidential information

[redacted]

TITAN AVIATION FUELS

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 North 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, Inc. dba Titan Aviation Fuels (name of firm) and have been duly authorized to execute the foregoing on behalf of the said Eastern Aviation Fuels, Inc. dba Titan Aviation Fuels (name of firm)

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

Name and address of bidder: Eastern Aviation Fuels, Inc. dba Titan Aviation Fuels
Po Box 12327 New Bern, NC 28561
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 17th day of September, 2020.

CAROLINE S SMITH NOTARY PUBLIC CRAVEN COUNTY NC My Commission Expires 06-28-23

Caroline S. Smith
Notary Public in and for the State of NC

Bidder Shall Return Completed Form with Offer.

This proposal contains confidential information

[redacted]

TITAN AVIATION FUELS

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2020-667934

Date Filed:
09/15/2020

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Titan Aviation Fuels
New Bern, NC United States

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

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
IFB 20-042/YS
Aviation Fuel Services

4 Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
		Controlling	Intermediary
Jefferson County Purchasing Department	Beaumont, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

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

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

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

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

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

Form provided by Texas Ethics Commission www.ethics.state.tx.us Version V1.1.3a6aaf7d

[redacted]

TITAN AVIATION FUELS

TABLE OF CONTENTS

1. TAF Introduction
2. Offer & Pricing
3. Refueler Options
4. CC Rates & Invoicing
5. Marketing
6. Support Services
7. Implementation Plan
8. References



INTRODUCTION

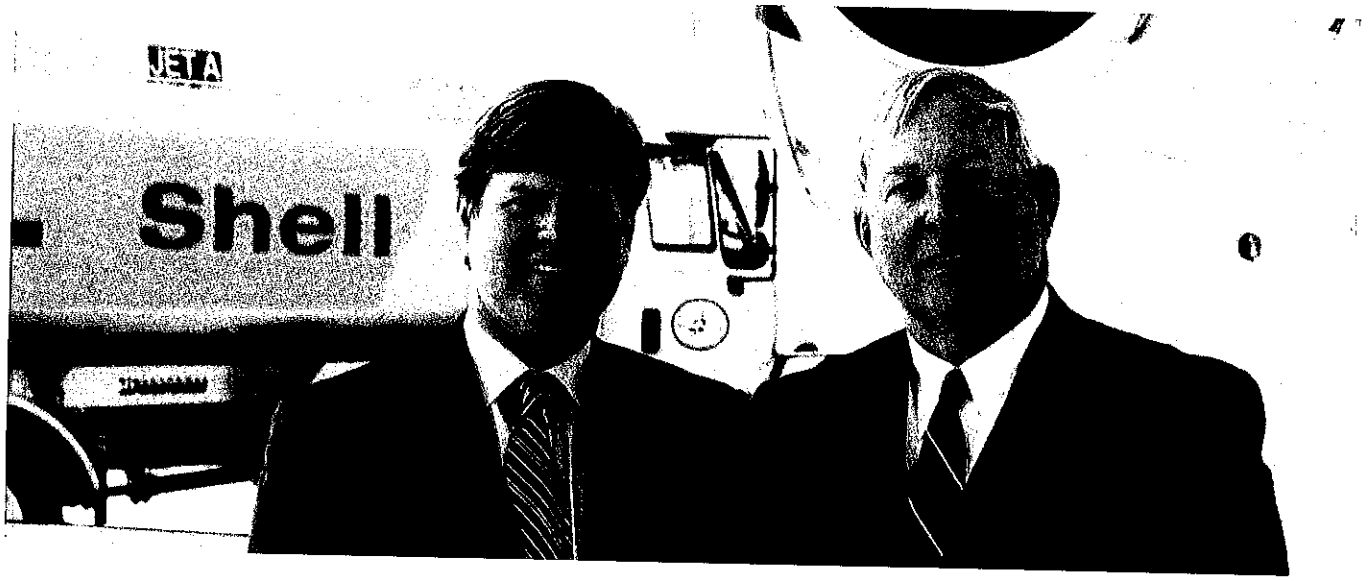
Titan Aviation Fuels offers your FBO the advantage of a partnership based on service, solutions, safety and innovation. Being the exclusive branded marketer of Shell Aviation fuels provides your FBO security of supply teamed with the service of a family operated company dedicated to aviation. We are committed to your success through our shared objectives:

- Reliable fuel supply
- Increased fuel sales
- Technical expertise and training
- Sales and marketing support
- Valuable network connections



PROFILE - TITAN AVIATON FUELS

- Exclusive general aviation sales and marketing entity for Shell Aviation products in the United States
- Titan Aviation Fuels was established in 1975 in New Bern, NC
- Over 550 branded FBOs throughout the United States
- 100% commitment to the General Aviation Market through membership, product, sales and support
- 85 plus dedicated employees who are customer service oriented, located around the United States
- A large fleet of aviation refuelers to meet our customers daily demands and special events
- Quality Control audit team dedicated to the consistent delivery of quality product, support and safety
- Dedicated sales and marketing team located throughout the United States who support daily operations
- Contract Fuel Programs designed to connect you directly to targeted customers and prospects
- Loyalty Rewards Program to promote increased sales and customer appreciation



THE TITAN AVIATION FUELS TEAM

Robbie Stallings, President

800-334-5732 (office)

252-671-5959 (cell)

rstallings@titanfuels.aero

Mike Allen, VP Sales and Marketing

800-334-5732 (office)

919-740-9306 (cell)

mike@titanfuels.aero

Elise Donald, Director of Client Relations

800-334-5732 (office)

281-782-4067 (cell)

elise@titanfuels.aero

Byron Gray, Sales Manager

800-334-5732 (office)

972-358-6809 (cell)

byron@titanfuels.aero

Trey Baker, Sales Rep (Primary Point of Contact)

800-334-5732 (office)

252-361-3026 (cell)

tbaker@titanfuels.aero

Patricia Remmers, Contract Fuel Sales Rep

800-334-5732 (office)

561-212-5494 (cell)

premmers@titanfuels.aero

OFFER SUMMARY

Point-of-Sale System
Titan Aviation Fuels will provide your FBO with the VX-820 free of charge and with no monthly fees. The point-of-sale system integrates with both Shell AeroClass and Shell Contract Fuel.

Marketing
Titan Aviation Fuels will design and execute a marketing plan and provide ongoing marketing consultation for the duration of the contract.

Titan Aviation Fuels will provide $10,000 towards any trainings, marketing, fuel farm upgrades, uniforms, etc., as well as any remaining funds from current contract

Signage
Titan Aviation Fuels will provide a lighted Shell Aviation sign at your self-serve location at no cost

Co-op
Titan Aviation Fuels provides a co-op advertising program to assist in your sales efforts. This program is designed to defray up to 50% of your advertising and promotional costs. You will earn ½ cent per gallon of fuel purchased.

Fuel Quality Assurance and Training
Titan Aviation Fuels will provide your FBO annual on-site Quality Control inspections, access to ACE-GA training, and complimentary regional Quality Control Seminars.

Titan Aviation Fuels will provide FAR Part 139 & ATA 103 Training at no cost

Insurance Coverage
Shell offers a $50,000,000 third party Aircraft Products/Completed Operations Liability Insurance program free of charge provided, underlying insurance minimums are met.

Refueler Trucks
New 2020 3000 Gallon Jet Refueler: $1,495.00 Per Month
Current 2018 3000 Gallon Jet Refueler: $995 Per Month (Including 6 Months Free)

Additional Offers
Titan Aviation Fuels will provide a free 6-month trial of Atlas Software free of cost, after the 6-month trial it will be $50 per month (Basic Package)

Contract and Payment Terms
3 Year Contract
Payment due net 30 days via EFT
Credit card funds including in-to-plane fees remitted within 48 hours of transaction

TOTAL PRICING / DELIVERY AND TERMS

Jack Brooks Regional Airport

TERMINAL	JET A Pasadena	Tyler	TERMINAL	AVGAS Deer Park	Tyler
INDEX	GC	GC	INDEX	GC 93 PUL	GC 93 PUL
TERMINAL RATE	1.150920	1.140920	TERMINAL RATE	$2.111040	$2.07104
MARK UP	0.027500	0.027500	MARK UP	$0.045000	$0.04500
*STATE TAX	0.000000	0.000000	*STATE TAX	$0.000000	$0.00000
FET	0.244000	0.244000	FET	$0.194000	$0.19400
FEES	0.001900	0.001900	FEES	$0.003900	$0.00390
**FREIGHT	0.076900	0.133500	**FREIGHT	$0.071800	$0.12530
DELIVERED PRICE	1.501220	1.547820	DELIVERED PRICE	$2.425740	$2.439240

* TAXES: THE STATE SALES TAX FOR AVIATION FUEL IS NOT INCLUDED IN THE ABOVE LISTED PRICING. THIS AMOUNT IS NOT CHARGED TO SHELL AVIATION DEALERS IF A COPY OF YOUR SALES TAX EXEMPTION FORM IS PROVIDED TO TITAN AVIATION FUELS/SHELL AVIATION TO KEEP ON FILE.

** FREIGHT CHARGES: EAF DOES NOT CONTROL THE RATES TRANSPORT CARRIERS CHARGE TO DELIVER PRODUCT TO OUR CLIENTS. WE SEND OUT REQUESTS TO SEVERAL CARRIERS IN ORDER TO GET THE LOWEST PRICE POSSIBLE BUT LOOK FOR SAFETY, DEPENDABLITY AND TRAINING AS A KEY FACTOR TO DETERMINE THE BEST COMPANY. IF YOUR ORGANIZATION HAS A PREFERRED CARRIER, PLEASE NOTIFY YOUR SALES REPRESENTATIVE.

PRICING DATE 8.25.2020 THRU 8.31.2020

Jet A price will be based on the previous week's average of the published market index based on terminal location and will be adjusted every Tuesday excluding holidays. If product is out at the primary terminal, Titan Aviation Fuels has the ability to provide product from alternate sources.

AVGAS/100LL price will be based on a Weekly Posted Rack Price based on terminal location and will be adjusted every Tuesday excluding holidays. If product is out at the primary terminal, Titan Aviation Fuels can provide product from alternate terminals.

- Fuel Quality: Titan Aviation Fuels will provide your FBO Jet A W/ Additive that meets the ASTM Specification D1655 (latest edition) and Aviation Gasoline 100LL that meets the requirements of the ASTM Specification D910 (latest edition)
- Titan Aviation Fuel offers Jet A with or without FSII
- Price Change Notification: Every Monday evening
- Product Delivery: Titan Aviation Fuels' offer is based upon the delivery of full transport loads of Jet A and Avgas 100LL
- Credit: Net (30) Day EFT
- Terms of Contract: Three (3) Years
- Weekly Pricing will be provided
- If there is a change in third-party, a 30-day notice will be given





SUPPLY

As the exclusive branded supplier of quality Shell Aviation Fuels, Titan leverages the immense refining, distribution, and terminalizing infrastructure of a major oil company to provide uninterrupted, reliable supply to its customers. Titan is involved in all areas of fuel logistics – from refinery to wingtip. In addition, Titan has agreements with nearly all domestic refineries with access to over 200 supply terminals. What does this mean for you?

- Secure supply assured by a major refinery
- Additional domestic refinery sources of supply for Jet A and Avgas
- Market competitive pricing



REFUELER PROGRAM

We operate a large fleet of aviation refuelers for lease, purchase, or temporary use. Our lease programs are suited to the needs of each customer. Our fuel trucks meet or exceed industry standards and are available with customer requested options.

Year	Type	Capacity	Lease Rate	Notes
2020	Jet-A	3000 gallons	$1,495/month	
2018 (Current Truck)	Jet-A	3000 gallons	$995/month	6 Months Free

Our Quality Control Audit Team will perform an annual inspection on all fuel trucks (regardless of ownership) and fuel farms at no charge to our customers

Purchase programs are available and are based on age and size of truck.

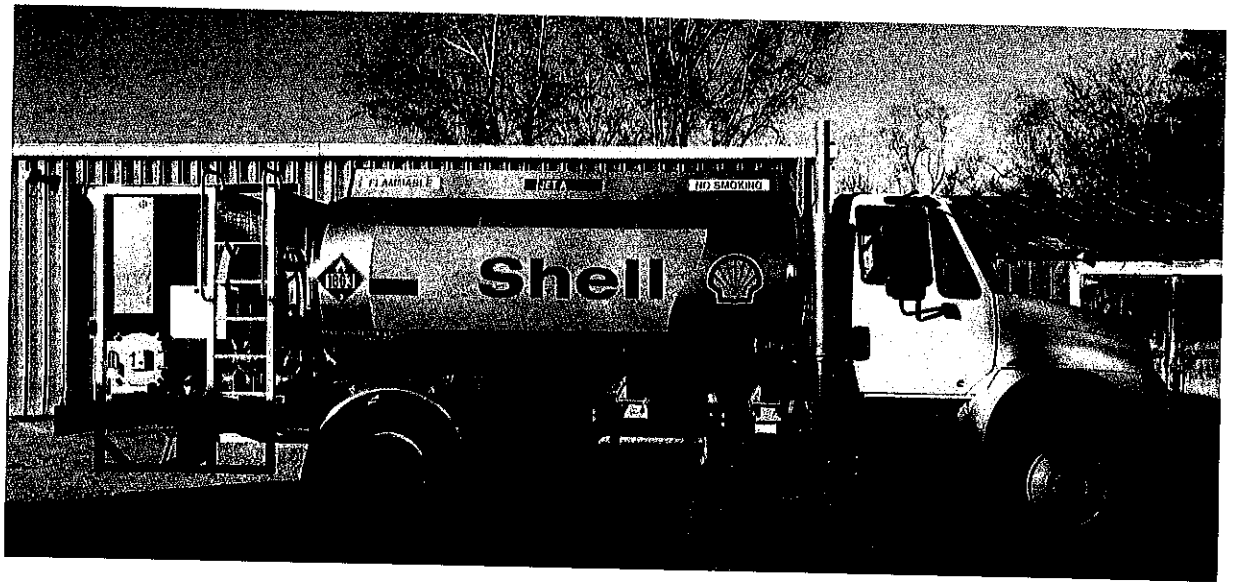
All maintenance will be covered by Lessor, except Tires and Batteries

Titan Aviation Fuels will provide a temporary backup refueler in case of an emergency

Titan Aviation Fuels will provide refueler trucks a week before the start date

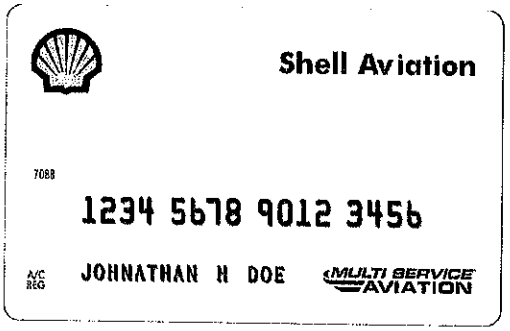
Titan Aviation Fuels will allow qualified outside contractors and qualified CPT employees to perform necessary maintenance on refuelers

3K Gallon Jet A



- **Make: Ford F-750 Chassis**
- **Engine Type: 7.3 Liter EFI Gasoline V-8 Engine**
- **Tank: 3,000-Gallon Stainless Steel Tank**
- **Truck will Include:**
  - Single Point Delivery
  - Overflow Protection
  - 240 GPM Single Point Nozzle with Digital Meter Readout
  - Two (2) 75 GPM Over Wing Nozzle Fuel Flow Capability on Driver Side Center-Mount
  - Brake Interlock
  - Automatic Transmission
  - Automatic Prist Injection
  - Compliance with all ATA 103 Regulation and NFPA407 Regulations
  - Bottom Load Point Located on Passenger Side





CREDIT CARD RATES

Titan offers an extensive Credit Card processing system, utilizing the Verifone VX-820 POS machine. Funds are processed and deposited **within 48 hours** of the transaction.

Card Type	Rate
Shell Aviation Cards	0.0% as contract fuel /1.89% as retail
MasterCard/Visa *	1.9%
American Express	2.5%
Discover	2.25%
Multiservice Card	2.6%
Gov't Air Card	0%

**Transactions that are not swiped through the POS machine and settled on the same calendar day that authorization occurs have higher processing rates.*

Sample Invoice

TITAN AVIATION FUELS

Titan Aviation Fuels
601 McCarthy Blvd.
New Bern, NC 28562
(252) 633-0088 • Fax (252) 633-3125

BILLING ADDRESS:
City of Cleburne Municipal Airport
DBA: DNL
Cleburne Municipal Airpor
PO Box 677
Cleburne, TX 76033

SHIPPED TO:
City of Cleburne Municipal Airport
Cleburne Municipal Airpor
1810 Airport Drive
Cleburne, TX 76033

INVOICE DATE	CUSTOMER P.O. #	CUSTOMER	SHIP TO	TERMINAL	INVOICE NO.	LOAD NUMBER
11/24/2009		04160	CLEBURN	DalWorthington	036000	170204

DATE	DOC #	DESCRIPTION	ORDER	GAINS	UNIT PRICE	AMOUNT
11/23/09		Jet Fuel AP	2,400	2,400.00	2.551200	6,120.04
11/23/09		Federal Unlif Tax (05)		2,400.00	0.001000	2.40
11/23/09		Federal Excise Tax JET A49		2,400.00	0.243000	607.60
11/23/09		Pump Charge		2,400.00	0.020000	50.00
SUPPLIER:				SUB-TOTAL FOR: Jet Fuel		6,280.04
SHIPPED VIA:						

Invoice payment amount of $6280.04 will be due on 12/24/2009.

City of Cleburne Municipal Airport

PAYMENT TERM	ACCOUNT #	INVOICE #	DUE DATE	AMOUNT DUE
Net 30	04160	036000	12/24/2009	$6,280.04

INVOICE TOTAL $6,280.04

Please Remit All Payments to: P.O. Box 751211, Charlotte, NC 28275-1211

REPRINT
0[illegible] 3020
R[illegible] 036376

Page 1 of 1
<TOFAXNUM: 817-645-8500>

This proposal contains confidential information

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Eastern Aviation Fuels, Inc

2 Business name/disregarded entity name, if different from above
Titan Aviation Fuels

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
601 McCarthy Blvd

Requester's name and address (optional)

6 City, state, and ZIP code
New Bern, NJ 28562

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
			–			–				

or

Employer identification number									
5	6	–	1	1	0	1	1	1	9

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ▶	Date ▶
	[signature]	2-17-20

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

This proposal contains confidential information

[redacted]

TITAN AVIATION FUELS

Tailored Marketing Support

Titan Aviation Fuels offers our FBO partners the globally-recognized and trusted marketing power of Shell Aviation. We provide our FBOs with advertising, marketing and public relations support tailored to meet your specific needs and enhance your existing efforts. Our team works with you to increase sales by attracting new business and building customer loyalty.

Available marketing strategies include:

Email Marketing
- Events
- Seasonal
- AeroClass News
- Contract Fuel News

Titan Aviation App
- Banner Ad

Social Media
- Facebook/Twitter/Instagram/LinkedIn

Quick Turn
- FBO Spotlight

Website
- Home Page Slider
- News Posts
- FBO Features

Events
- NBAA
- S&D
- Regional Forums
- AirVenture
- Heli Expo
- State and Local Conferences

Public Relations
- Press Releases
- Branding support

Consultation/Training
- Website
- Point of Sale
- AeroClass utilization
- Contract Fuel

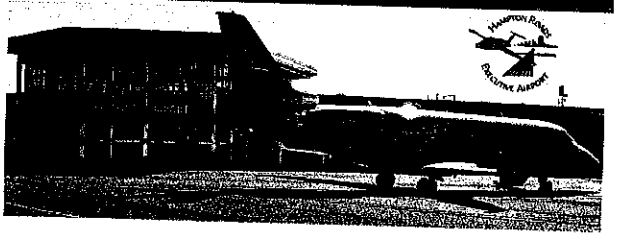
More detailed information and samples are available on the following pages.

Email Marketing

We create email marketing pieces for your FBO to promote special events and seasonal traffic. Email lists are created from our vast database of Shell card holders and AeroClass members. Custom distribution lists are also created utilizing TraqPak flight tracking software.

FBO News

TITAN



Welcome Hampton Roads Executive (PVG) Chesapeake, VA to the Shell Contract Fuel Program!

» 5X AeroClass Points «

Through February, 2018

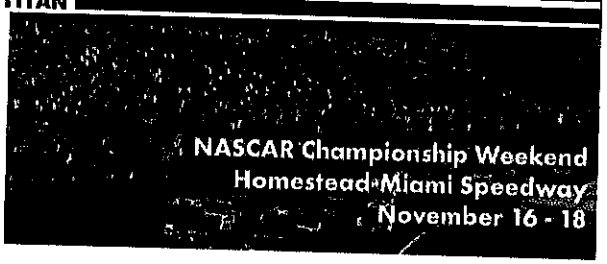
» $3.75/gallon Shell Contract Fuel Introductory Price «

Fuel pricing subject to change

No other discounts, based tenant or quantity, apply to Shell Contract Fuel Pricing

FBO News

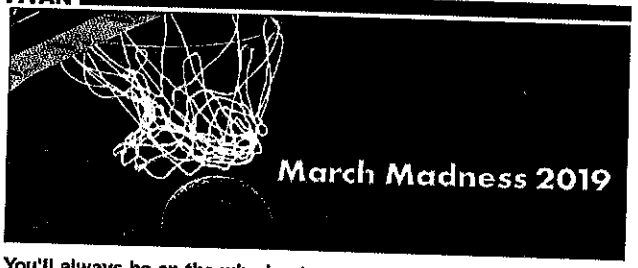
TITAN



Fly Homestead Executive Jet Center for the NASCAR Championship Weekend and enjoy 5X AeroClass points!

Contract Fuel News

TITAN



You'll always be on the winning team when you choose Shell Contract Fuel for the NCAA Tournament.

Score BIG with competitive prices at these Shell Contract Fuel FBOs:

First Four | Dayton, OH | March 19-20
»Wright Brothers Aero (DAY) | Vandalia, OH
»Cincinnati Jet Center (HAO) | Hamilton, OH
»Waypoint Aviation (LUK) | Cincinnati, OH

1st/2nd Rounds | Salt Lake City, UT | March 21/23
»CB Jet Center (OGD) | Ogden UT

1st/2nd Rounds | Des Moines, IA | March 21/23
»Signature Flight Support (DSM) | Des Moines, IA

1st/2nd Rounds | Jacksonville, FL | March 21/23
»Jacksonville Jet Port (VQQ) | Jacksonville, FL

1st/2nd Rounds | Tulsa, OK |March 22/24
»Legacy Jet Center (TUL) | Broken Arrow, OK
»Christiansen Aviation (RVS) | Tulsa, OK

1st/2nd Rounds | Columbus, OH | March 22/24
»Columbus Jet Center (TZR) | Columbus, OH

1st/2nd Rounds | Columbia, SC | March 22/24
»Eagle Aviation (CAE) | West Columbia, SC
»Eagle Aviation (CUB) | Columbia, SC

1st/2nd Rounds | San Jose, CA | March 22/24
»Rossi Aircraft Inc (PAO) | Palo Alto, CA
»APP Jet Center (HWD) | Hayward, CA

South Regional | Louisville, KY | March 28/30
»Central American Airways (LOU) | Louisville, KY
»Honaker Aviation (JVY) | Sellersburg, IN

West Regional | Anaheim, CA | March 28/30
»Signature Flight Support (LAX) | Los Angeles, CA

East Regional | Washington, D.C. | March 29/31
»APP Jet Center (HEF) | Manassas, VA
»ProJet Aviation (JYO) | Leesburg, VA
»Winchester Aviation (OKV) | Winchester, VA

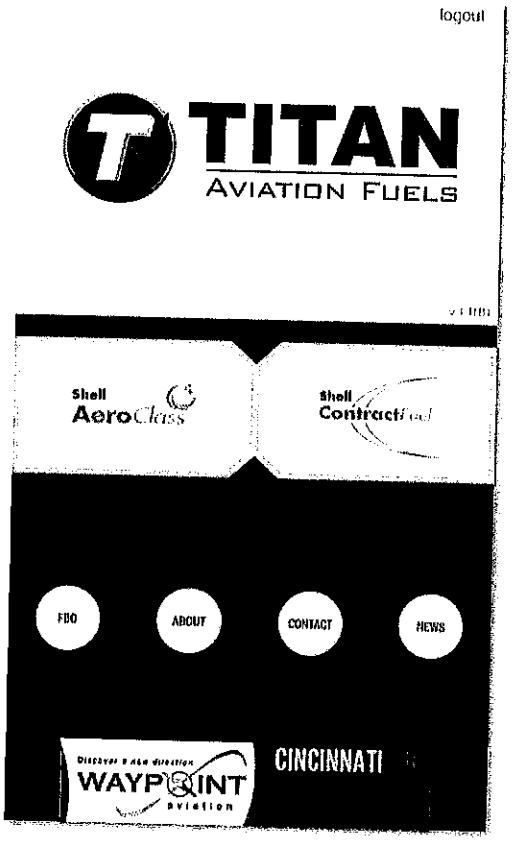
TITAN AVIATION FUELS

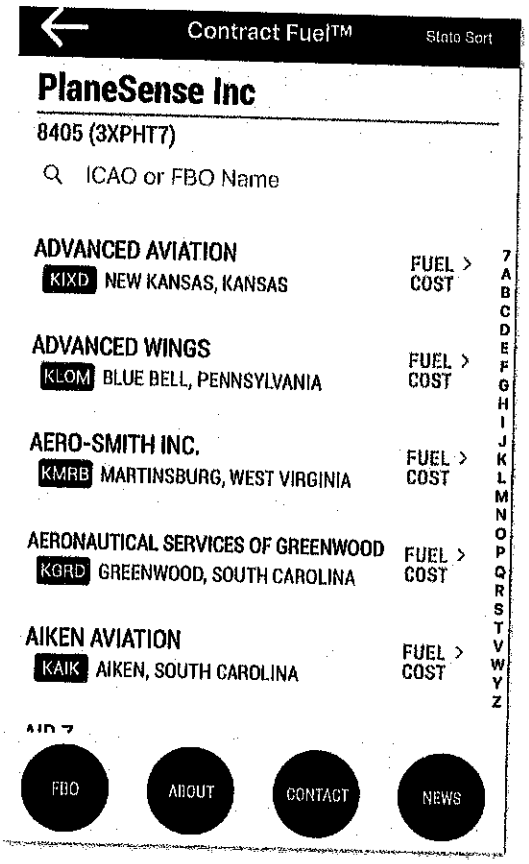
Titan Aviation App

As a participating FBO in the Shell Contract Fuel and Shell AeroClass programs, your FBO will be listed on the Titan Aviation App. With over 31,000 downloads, it is the go-to application for monitoring Contract Fuel pricing and AeroClass points. The complimentary app banner ad offers additional marketing opportunities for your FBO promotions.

Total App Installations

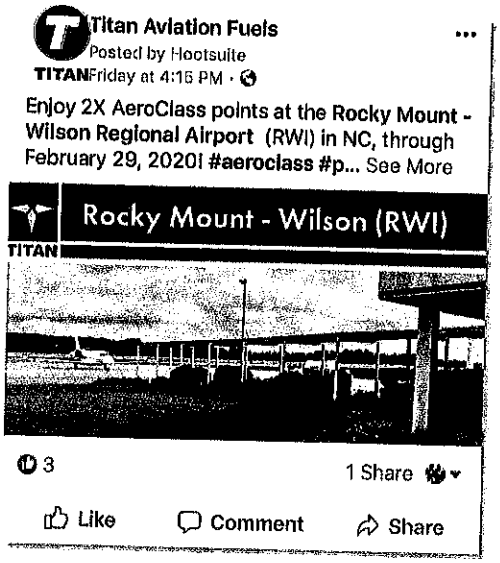
Apple	Android	Total
21,193	25,130	46,323





Social Media

We are continually building our social media network and connecting with our customers and pilots through multiple channels. Our FBOs benefit from the marketing power of a globally recognized brand.



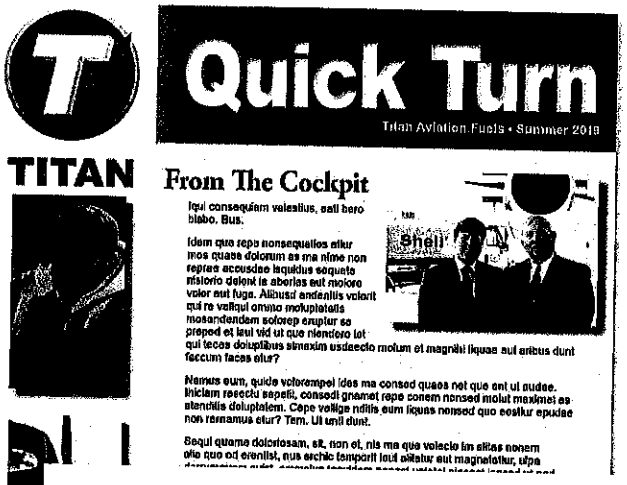






FBO News

Through our quarterly publication of Quick Turn, we communicate with our FBOs regarding the latest in quality control, available FBO programs and so much more. It is a valuable publication for important dates and contacts at Titan Aviation Fuels. The newsletter is distributed via US Mail, email and available on our website.



Quick Turn

Titan Aviation Fuels • Summer 2018

TITAN

From The Cockpit

Iqui consequiam volestius, satl bero blabo. Bus.

Idem quo repo nonsequelles eliur mos quase dolorum as ma nime non reprae accusdae laquidus sequeto misiorio delent is aberias eut molore volor eut fuga. Alibusd andenitis volorit qui re vellqui omnio moluptatds mosandendem solorep erupter se preped et laui vid ut que nlendoro lot qui teces doluptibus simaxim usdaecto molum et magnihi liquae aut aribus dunt feccum faces elur?

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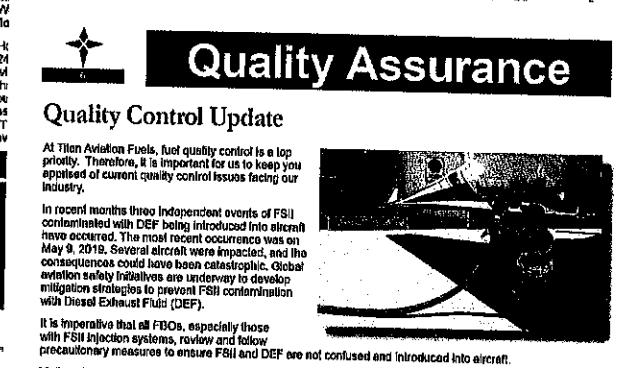
FBO Spotlight

Airport Hangar Becomes Party Venue

Cincinnati, OH - When Waypoint Aviation opened for business in 2017 as the newest FBO at Cincinnati's Lunken Field, they had no idea their hangar would soon become one of Cincinnati's premier event venues. The 30K square-foot hangar is equipped with the world's largest single-panel tip-up door, weighing over 30K pounds and measuring 120 feet wide with 40 foot ceilings. It was designed to store aircraft as large as a Gulfstream G650. With the capacity to hold 2,200 people, the space became an easy backdrop for large corporate and private parties.

In the summer of 2018, Flint Cincinnati approached Waypoint Aviation about using the hangar for a private event. "It went off without a hitch. It went great," said

static display during events. This often means we are here until the wee hours of the morning putting planes back in the hangar after an event."



FBO Programs

S&D 2019 - San Antonio



27 Shell FBOs joined us at S&D in San Antonio

221 visitors played the Shell game. Eight lucky winners walked away with Apple Watches!

Parts and Fuel Orders

PARTS
Eastern Aviation Fuels carries a full range of supplies and parts for fuel farms as well as refuelers.

Our suppliers include:
- Gemsan-Rupp
- Velcon Filters
- Gammon Technical Products
- Hannay Reels
- Betts Valves
- OCV
- Tokheim
- Liquid Controls

For more information or to order visit http://shellga.com/parts-supplies or call 1-800-334-5732

FUEL
Did you know you can order fuel 24 hours a day / 7-days a week?

BY PHONE
Mon-Fri: 8:00 am - 11:00 pm (EST)
Saturday: 8:00 am - 12:00 pm (EST)
Call 1-800-334-5732

AFTER HOURS
Call 1-800-334-5732

ON THE WEB
www.shellga.com

SINCE THE BEGINNING OF FLIGHT. SHELL IS FLYING.

Quality Assurance

Quality Control Update

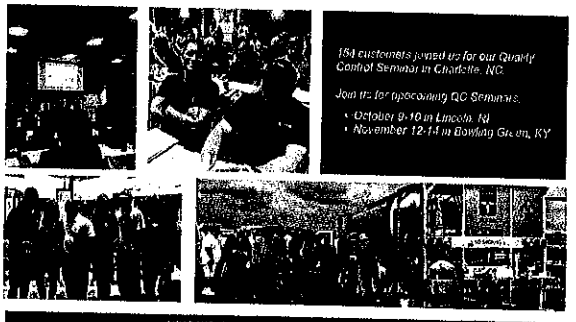
At Titan Aviation Fuels, fuel quality control is a top priority. Therefore, it is important for us to keep you apprised of current quality control issues facing our industry.

In recent months three independent events of FSII contaminated with DEF being introduced into aircraft have occurred. The most recent occurrence was on May 9, 2019. Several aircraft were impacted, and the consequences could have been catastrophic. Global aviation safety initiatives are underway to develop mitigation strategies to prevent FSII contamination with Diesel Exhaust Fluid (DEF).

It is imperative that all FBOs, especially those with FSII injection systems, review and follow precautionary measures to ensure FSII and DEF are not confused and introduced into aircraft.

Visit the Titan Aviation Fuels Quality Control website at *www.titanfuels.aero/training* for the most updated QC bulletins, ACE-QA training and quality control forms and tools.

If we can be of further assistance, please reach out to your quality control team at 865-606-5640.



184 customers joined us for our Quality Control Seminar in Charlotte, NC.

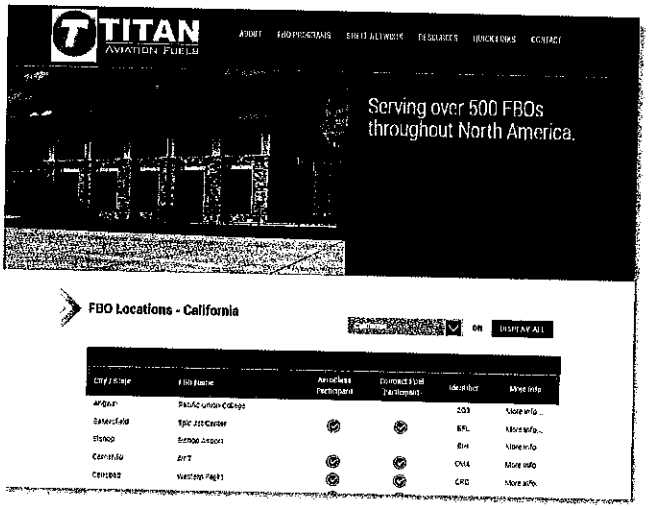
Join us for upcoming QC Seminars:
- October 9-10 in Lincoln, NE
- November 12-14 in Bowling Green, KY

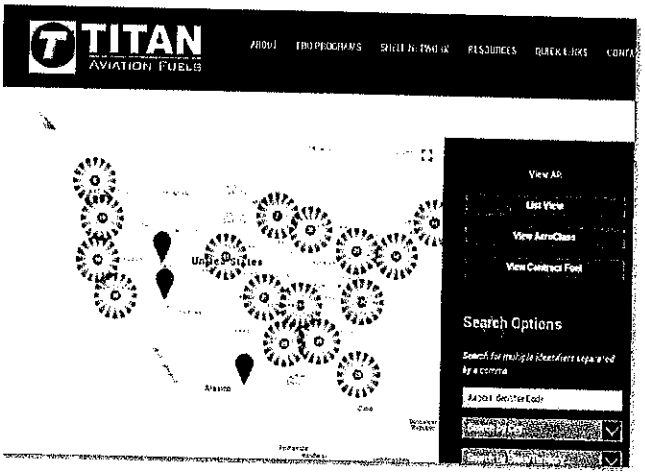
SINCE THE BEGINNING OF FLIGHT. SHELL IS FLYING.

TITAN AVIATION FUELS

Website

Your FBO will be listed on our website and linked on our branded FBO Map. FBOs participating in the Contract Fuel and Loyalty Reward programs are indicated and searchable. Space for promoting your FBO is available on our homepage and on our news feed.







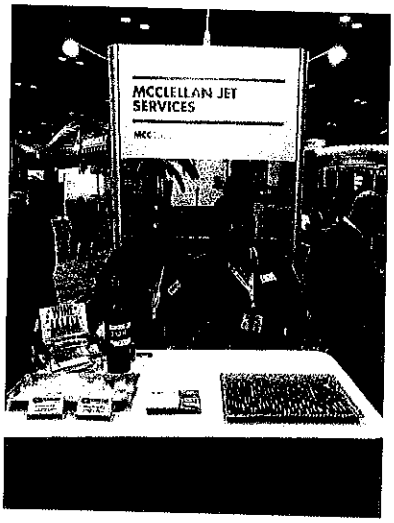
TITAN AVIATION FUELS

Aviation Events

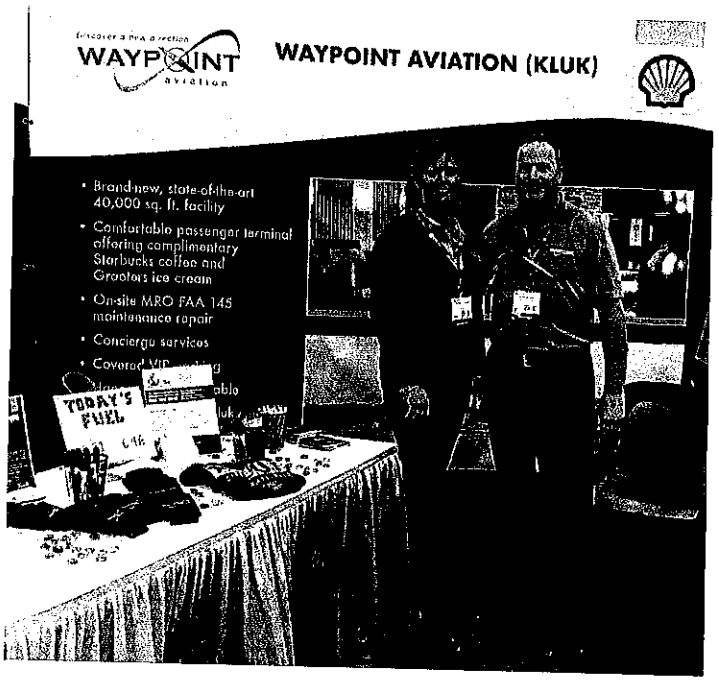
Titan Aviation Fuels along with our FBOs participate in aviation events and conferences including NBAA-BACE, S&D, Heli Expo, AirVenture, and local, state and military conferences. We offer our FBOs the opportunity to exhibit alongside us at select aviation shows and conferences. Parties, exciting themes and giveaways are utilized to increase exposure and foot traffic.











TITAN AVIATION FUELS

Marketing Reach

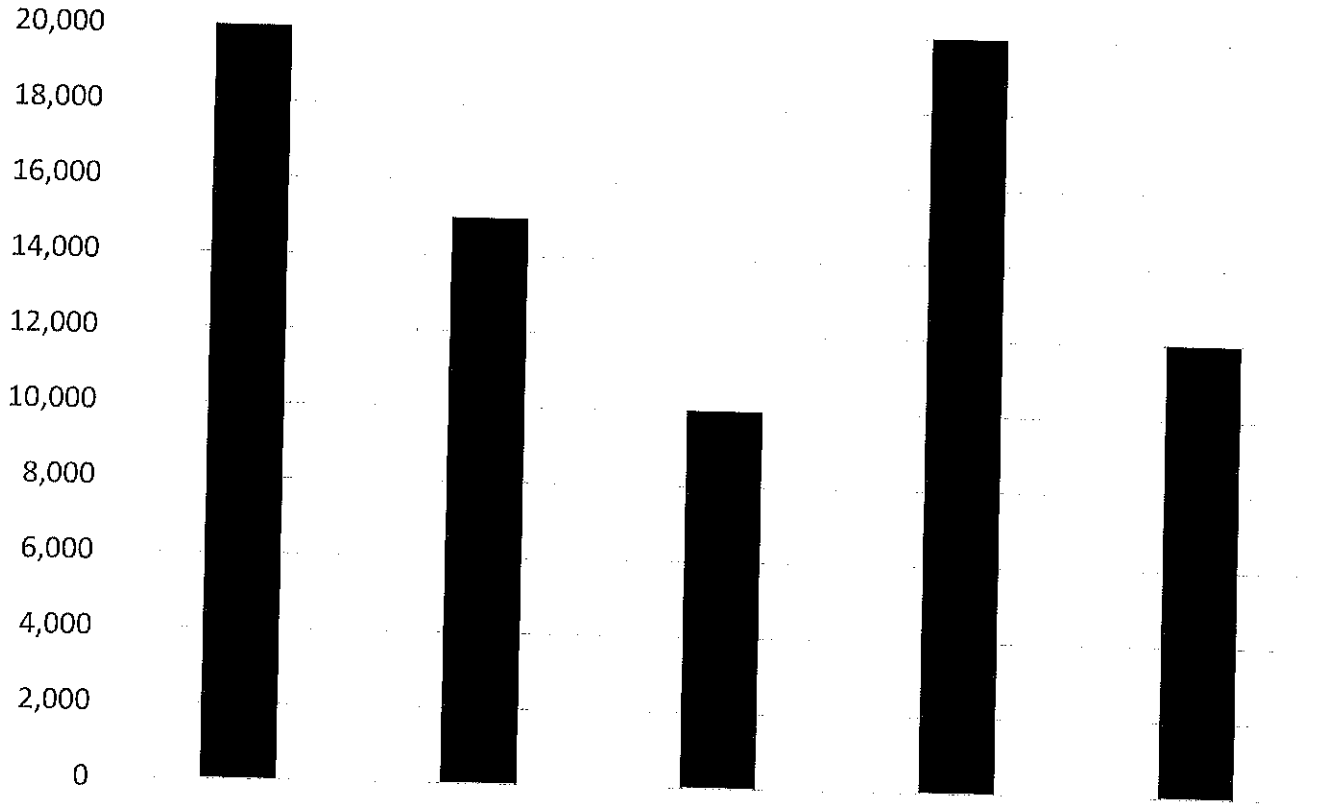
Titan Aviation's marketing support provides your FBO with optimum exposure to the customers you value.



- FBO features in e-newsletters gives your FBO exposer to nearly 40,000 active members of both Loyalty Rewards and Contract Fuel programs
- Your FBO will be listed on both the fuel network on the Titan website and the Titan Aviation app for total exposure to over 40,000 potential customers
- Titan Aviation's presence and sponsorship at aviation tradeshows offers your FBO premium floor placement and increased exposure

Titan Aviation Marketing Value

Titan Aviation's marketing support is a complimentary service to our branded FBOs. Our goal is to assist you in executing marketing strategies that attract new business, build customer loyalty and increase sales. See below for an outline of the value of our marketing services based on the estimated cost of retaining an outside marketing firm.



Total Value
$82,000

TITAN AVIATION FUELS

Your Marketing Team



Rhonda Bernthal
Director of Marketing
Rhonda@titanfuels.aero



Tracy Daniels
Contract Fuel Marketing
tdaniels@titanfuels.aero

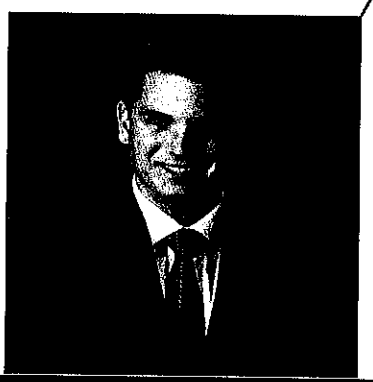


Caroline Smith
Social Media/Co-Op Marketing
csmith@titanfuels.aero

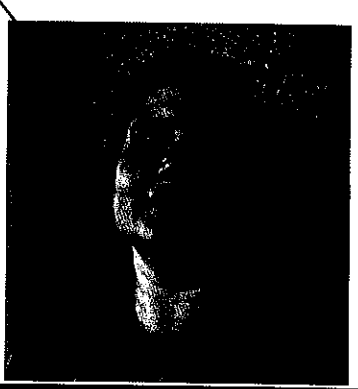
Jack Brooks Regional Airport
KBPT



Elise Donald
Customer Relations/Events
elise@titanfuels.aero

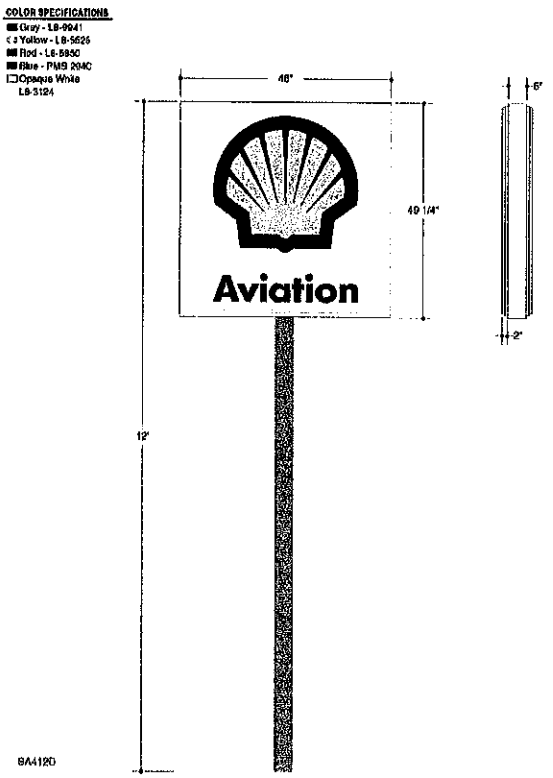


Trey Baker
Gulf Coast Sales Rep
tbaker@titanfuels.aero



Patricia Remmers
Gulf Coast Contract Fuel
premmers@titanfuels.aero

TITAN AVIATION FUELS



SIGNAGE AND BRANDING

The Shell aviation branding program includes:

- Fueling equipment – decals for trucks and tanks
- Installation of signage - We tailor the signage to meet the needs of the individual FBO. Signage and decals meet state, federal and airport regulatory guidelines.
- Website – Logos will be provided
- Press releases
- Email and social media announcements





QUALITY CONTROL

Titan Aviation Fuels offers an in-house Quality Control Program. Our head of Quality Control, Mike Mattern has been with the company for over 10 years and is nationally recognized as a leader in the QC field. He brings 30 years of military QC experience and a team of 4 quality control professionals.

Titan will provide the following at no cost to your FBO:

- Annual On-Site Quality Control Inspections – Our QC inspectors will perform annual quality control inspections free of charge
- Line Service Training Program – An interactive CD ROM based line service supervisor training program. After completion of the program, your employees will have the knowledge and skills required to safely perform operations and technical tasks at your FBO
- Regional Seminars – Two-day training seminars cover various quality control topics including filtration, ATA Spec 103, proper documentation, fuel receipt procedures, and QC tests
- FAR Part 139 Fire Training – In conjunction with our seminars Titan also teaches and certifies line service personnel in fire prevention and fire mitigation
- HAZMAT Training – Titan provides Hazmat training to those who ship hazardous materials

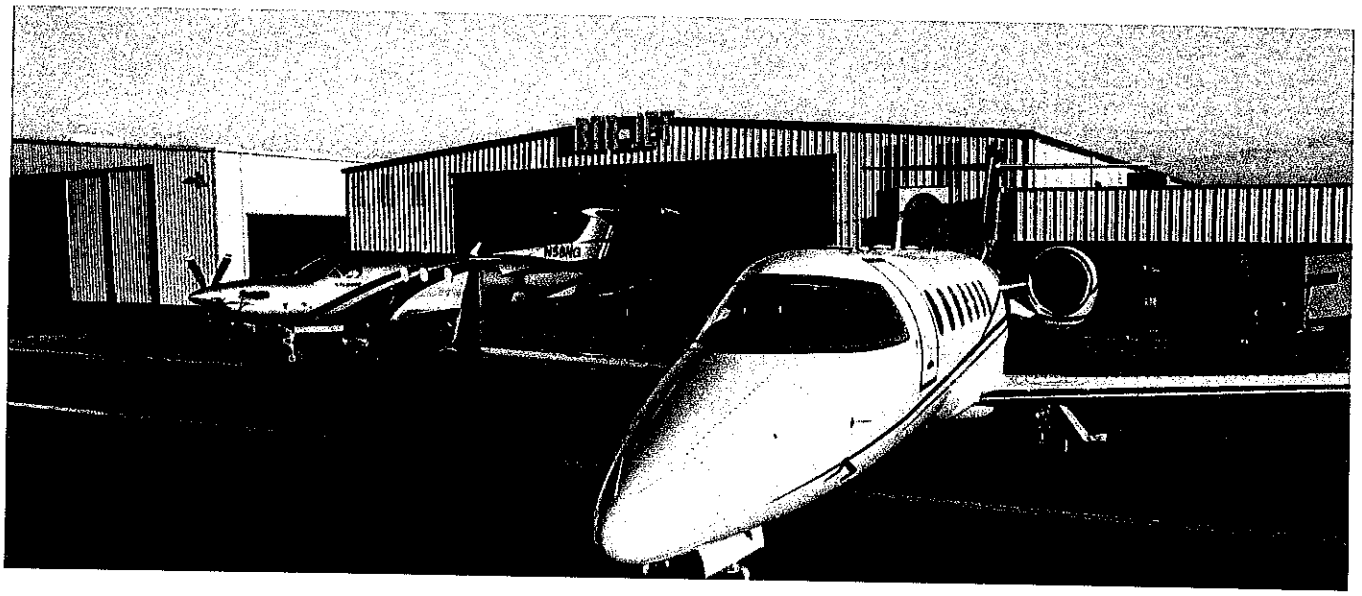


PARTS AND SUPPLIES

We distribute refueling equipment from leading manufacturers. We maintain a large inventory of parts to handle unexpected emergencies, and we have negotiated competitive prices from our suppliers so that we can pass these savings along to our customers. We also offer an online parts store for your convenience.

Following is a list of some of our suppliers:

- Gorman-Rupp
- Velcon Filters
- Hannay Reels
- Betts Valves
- Gammon Technical Products
- OCV
- Thiem
- Liquid Controls



EXCESS LIABILITY INSURANCE

Titan offers a $50,000,000 third party Aircraft Products/Completed Operations Liability Insurance program free of charge. The following guidelines apply:

- Shell and Titan Aviation Fuels are named as additional insured parties as suppliers of aviation petroleum products including refueling, de-fueling and/or lubrication of aircraft
- The policy must reflect a minimum limit of $500,000 each occurrence combined single limit for third party bodily injury and/or property damage, without restrictive per person sub-limits for bodily injury
- Acceptable liability coverage must include products, premises, and completed operations



INSURANCE

Our subsidiary company, EBCO Aviation Insurance, specializes exclusively in the aviation insurance arena and can offer a detailed, comprehensive insurance program for your FBO. We can make recommendations and evaluate in the following areas:

- Airport property coverage
- Aircraft hull and liability
- Hangar keepers liability
- Airport liability

Visit www.ebcoaviation.com for more information and to request a quote.

Atlanta
3070 Five Forks Trickum Rd.
Lilburn, Georgia 30047
Phone: 770-978-4855
Fax: 770-978-4868

Greeensboro
2014-B New Garden Rd.
Greensboro, NC 27410
Phone: 336-540-1950
Fax: 336-540-1977

Memphis
4515 Poplar Ave.
Ste. 415
Memphis, TN 38117
Phone: 800-238-5190











FBO PARTNERS

Titan Aviation Fuels has partnered with following vendors to assist our FBOs in meeting the needs of their pilots and customers.

TraqPak FBO by Argus

Web-based flight tracking portal with owner/operator contact information alongside historical data and analysis.

Unifirst

A uniform and supply distributor offering a broad range of apparel and common supplies. Discounted pricing has been negotiated for Titan customers.

FlightBridge

Web-based concierge system that tracks all planned arrivals and departures along with related service requests.

Safety 1st

Titan has negotiated a discounted pricing structure for our customers to train their line service specialists.

Hertz

Competitive revenue sharing and tiered commission based on sales growth available to Titan customers.

Sign and Go



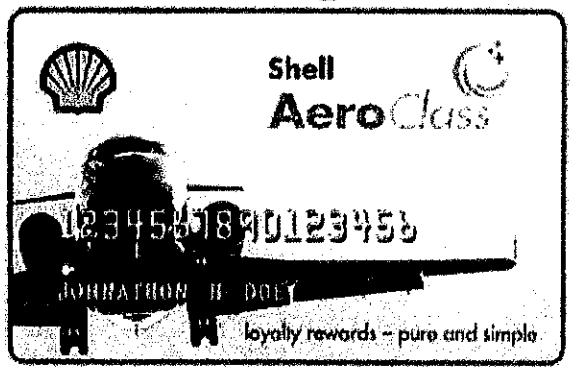
Shell ContractFuel

SHELL CONTRACT FUEL

Titan Aviation Fuels has developed an innovative contract fuel program featuring:

- 0% processing fees on fuel and ancillary charges
- More than 4,000 customers representing 20,000+ aircraft
- Availability at over 380 locations and growing
- Each FBO location is assigned a Contract Fuel representative to drive business to your location
- Payment will be wired to your account within 48 hours
- Third-party contract fuel and reseller transactions can be processed through our system
- Participating FBOs benefit from continued exposure through newsletters, email marketing, attendance at aviation conferences, and print advertising

Rewards Await You Every Time You Land



www.shell.com/aeroclass/us

Shell AeroClass℠

LOYALTY REWARDS PROGRAM

Titan's rewards program provides a low-cost incentive for pilots to purchase fuel from participating FBOs. Every time a member pilot refuels at a participating FBO, the pilot receives points redeemable for valuable Visa gift cards. This program provides a means to increase your FBOs business through bringing in new customers, building loyalty and incentivizing increased uplift.

The Loyalty Rewards Program features:

- 14,000+ AeroClass members
- 350+ participating FBOs
- Increased sales
- Marketing opportunities



ATLAS FBO SOFTWARE

ATLAS FBO POS software automates the handling of many elements of FBO business management. The web-based software is PCI certified compliant.

The Atlas software program features:

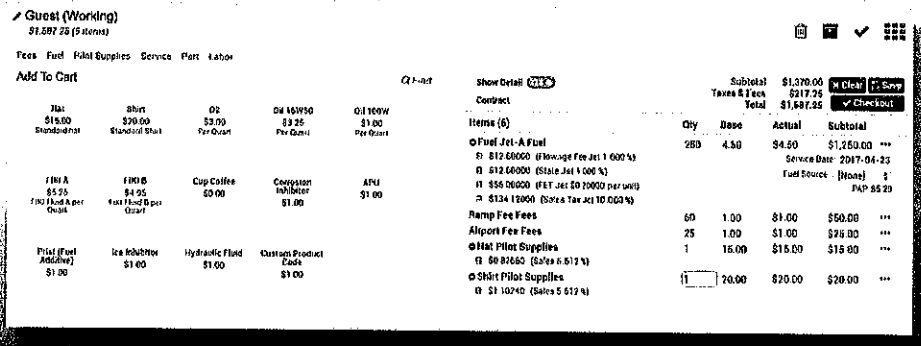
- Integration of fuel cards, bank cards, Air Card and the Titan Buyback
- Fuel Inventory Management
- Item Inventory and Tax/Fee table
- Extensive reporting ability
- Export to QuickBooks
- Customer resource management
- Automated client contract specific pricing, Cost + or Retail –
- Direct billing, customer statements and recurring invoices
- User friendly cart experience
- Loyalty Rewards
- Payment processing and reimbursement within 48 hours

Atlas FBO software

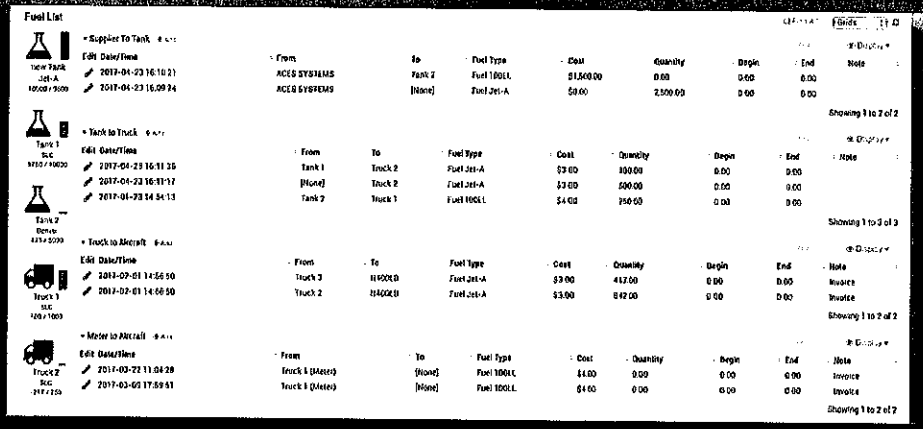
Shell branded FBOs, both large and small, will be able to use ATLAS FBO POS software to increase their revenues and profits through the automated handling of many elements of FBO business management.

The web based software is modern and PCI compliant regarding gateway communication to US Bank with Credit Card Vault security. The comprehensive software features include:

- Integration of Shell cards, Bank cards, Air Card and the Eastern Buyback
- Fuel Inventory Management
- •Item Inventory and Tax/Fee table
- Extensive Reporting ability
- Export to Quickbooks
- Customer Resource Management
- Automated Client contract specific pricing, Cost + or Retail –
- Robust Direct billing, Customer statements and Recurring invoices
- User friendly Cart experience
- Shell Rewards
- Payment processing for fast reimbursement



User Friendly Cart Experience



Fuel Inventory Management

Learn more about Atlas FBO Software
Jim Benepe 307.763.2073 or **Nicole Kassler** 252.514.8762

TITAN AVIATION FUELS

Atlas FBO POS software

PRICING

BASIC PACKAGE

$50/mo

Includes

- Shell, Bank & Gov't Air Card Processing (POS)
- Invoices/Tickets
- Customer Management
- Item Management
- Inventory Management
- Tax Setup
- Customer Service Support Manager
- Shell Rewards

ADVANCED PACKAGE

$295/mo

Includes all Basic Features plus

- Discounts/Contracts (Tiered Pricing)
- Fuel Management (Without Meters)
- Inventory Management Purchasing & Receiving
- Reporting
- Recurring Invoices
- Fuel History
- Employee Timeclock
- Comingled Fuel
- Payment History

PREMIER PACKAGE

$395/mo

Includes all Basic & Professional Features plus

- Customer Accounts
- Account Management
- Adhoc & Basic Statements
- Quickbooks/Sage Integration
- Fuel Management (Meter Tracking)
- Veeder Root/TCS Integration
- Scheduling
- Dashboard Reports

SCHEDULE A DEMO

Atlas Support Team

1-800-334-5732 support@titanfuels.aero

Atlas software is modern and PCI compliant regarding gateway communication to US Bank with Credit Card Vault security.

TRANSITION AND IMPLEMENTATION PLAN

Sales Manager and Sales Representative have direct oversight of all action items.

1. Completion of new account paperwork
2. Site review to determine proper signage
3. QC Team will inspect fuel farm, training records for Shell Aviation conformity
4. Audit items reviewed with client
5. Titan and Client signoff audit paperwork
6. POS merchant number assigned, and POS machine shipped to location as well as Total Aviation Software.
7. Fuel Truck delivery schedule
8. Quality Control training (can be handled during audit).
9. Marketing will develop with client a press release or other related material to promote the FBO
10. Additional support training as required
11. Normal transition takes 30-45 days

Production quality is managed by a step by step process, where as completion of one action is required before the next item can to accomplished. The onboarding system is seamless with positive communication with customer.



REFERENCES

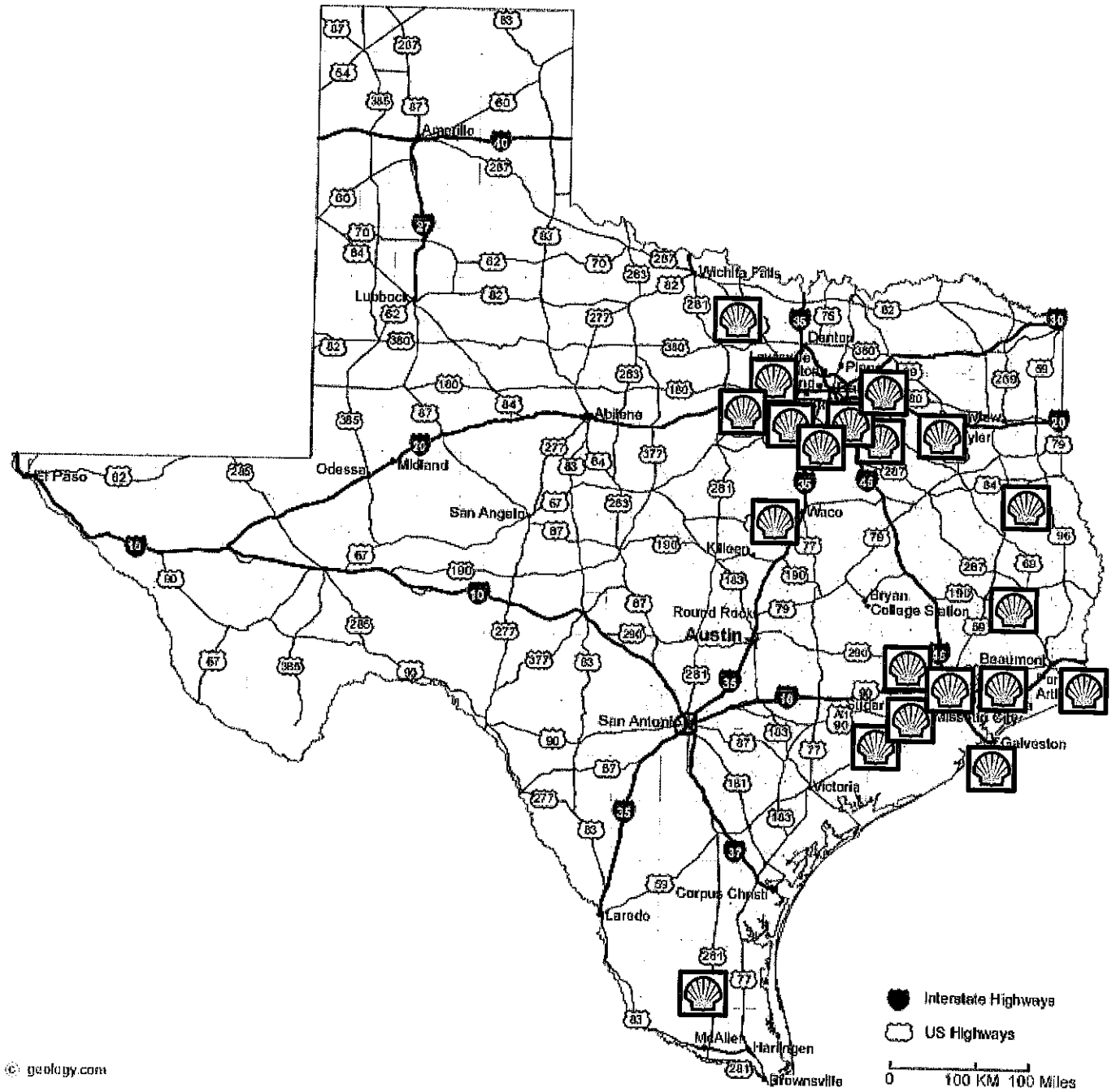
Name	FBO	Location	Contact Information
Kellen Benbrook	Lancaster Regional Airport	Lancaster, TX	(972) 218-1273 kbenbrook@lancaster-tx.com
Elizabeth Rosenbaum	Global Select	Sugar Land, TX	(281) 275-2100 erosenbaum@sugarlandtx.gov
Eric Pratt	Mesquite Metro Airport	Mesquite, TX	(972) 216-4131 epratt@cityofmesquite.com
Joe Cefalu	Nacogdoches A L Mangham Jr. Regional Airport	Nacogdoches, TX	(936) 585-3660 cefaluj@ci.nacogdoches.tx.us
Fabio La Brada	Decatur Jet Center	Decatur, TX	(940) 399-9504 fly@decaturjetcenter.com

CURRENT BRANDED ACCOUNTS

JASPER, TX	(JAS)	BRAVO AVIATION	
DECATUR, TX	(LUD)	DECATUR JET CENTER	
FT. WORTH, TX SPINKS	(FWS)	HARRISON AVIATION	
ARLINGTON, TX	(GKY)	HARRISON AVIATION	
LANCASTER, TX	(LNC)	LANCASTER REGIONAL AIRPORT	(MUNICIPAL ACCOUNT)
NACOGDOCHES, TX	(OCH)	CITY OF NACOGDOCHES	(MUNICIPAL ACCOUNT)
HUDSON OAKS, TX	(WEA)	PARKER OAKS AIRPORT	
SUGAR LAND, TX	(SGR)	GLOBAL SELECT	(MUNICIPAL ACCOUNT)
EDINBURG, TX	(EBG)	SOUTH TEXAS INTL. AIRPORT	(MUNICIPAL ACCOUNT)
MCGREGOR, TX	(PWG)	JAG AVIATION	
BEAUMONT, TX	(BPT)	JACK BROOKS REGIONAL AIRPORT	(MUNICIPAL ACCOUNT)
GALVESTON, TX	(GLS)	ISLAND JET CENTER	
WHARTON, TX	(ARM)	CITY OF WHARTON	(MUNICIPAL ACCOUNT)
ORANGE, TX	(ORG)	COUNTY OF ORANGE	(MUNICIPAL ACCOUNT)
TYLER, TX	(TYR)	JET CENTER OF TYLER	
)USTON, TX	(HOU)	WILSON AIR CENTER	
MIDLOTHIAN, TX	(JWY)	SOUTHERN STAR AVIATION	
MESQUITE, TX	(HZR)	CITY OF MESQUITE	(MUNICIPAL ACCOUNT)
PEARLAND, TX	(LVJ)	PEARLAND REGIONAL AIRPORT	

*NOTE: DOES NOT INCLUDE UNBRANDED AIRPORTS

CURRENT BRANDED ACCOUNTS



Trey Baker

Phone 252.361.3026

tbaker@titanfuels.aero

377

Trey Baker
Titan Aviation Fuels
601 McCarthy Blvd.
New Bern, North Carolina 28562

9/30/2020
REC: [illegible] 10:43 am
[illegible]

Deborah Clark
Jefferson County Purchasing Department
1149 Pearl Street, 1st Floor
Beaumont, Texas 77701

TITAN
AVIATION FUELS

Trey Baker
Regional Sales Manager

P.O. Box 12327
New Bern, NC 28561-2327
Office 252-633-0066
Fax 252-633-3125
Mobile 252-361-3026
Email tbaker@titanfuels.aero
Website www.titanfuels.aero

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

BID NO: IFB 20-042/YS

Bid Due Date/Time: 11:00 AM CST, Wednesday September 30, 2020

SEALED BI

Master Equipment Lease-Purchase Agreement

function
EFFICIENCY EVOLVED

Financial Leasing, Inc. | 800 Walnut, 4th floor | Des Moines, Iowa 50309 | Phone: 800-247-5083

Customer Information:			**Supplier Information:**
Customer's Full Legal Name ("You" and "Your"): County of Jefferson			Supplier Name ("Supplier"): Function 4 LLC
Address: 1149 Pearl St., 7th Floor			Address: 4785 Eastex Freeway
City/State/Zip Code: Beaumont, TX 77701			City/State/Zip Code: Beaumont, TX 77706
Telephone Number: 409-835-8500	Federal Tax ID#: 1-74-6000291-2	County: Jefferson	

You acknowledge and agree that this agreement (as amended from time to time, this "Agreement") and each Schedule (defined below) represent the complete and exclusive agreement between You and Us regarding the subject matter herein and therein and supersedes any other oral or written agreements between You and Us regarding such matters. "Schedule" means a schedule, in such form as We may accept in our sole discretion, that may be entered into from time to time by You and Us for a lease transaction pursuant to this Agreement. This Agreement and each Schedule can be changed only by a written agreement between You and Us. Other agreements not stated herein or in a Schedule (including, without limitation, those contained in any purchase order or service agreement between You and the Supplier) are not part of a Lease (defined below). This Agreement is not a commitment by Us to enter into any Schedule not currently in effect, and nothing in this Agreement shall impose, or be construed to impose, any obligation upon Us to enter into any proposed Schedule, it being understood that whether We enter into any proposed Schedule shall be a decision solely within Our discretion.

1. LEASE OF EQUIPMENT. Each Schedule executed by You represents Your agreement to lease from Us the personal property listed therein (together with all existing and future accessories, attachments, replacements and embedded software, the "Equipment") upon the terms stated in such Schedule and this Agreement. Each Schedule and the terms of this Agreement which are incorporated by reference into such Schedule shall constitute a separate and independent contract between You and Us and shall be referred to as a "Lease". In the event of any conflict between the provisions of this Agreement and the provisions of any Schedule, the provisions of the Schedule shall control. Each Schedule is binding on You as of the date You sign it. You agree that after You sign this Agreement or a Schedule, We may insert or correct any information missing in this Agreement or a Schedule, including Your proper legal name, serial numbers and any other information describing the Equipment.

2. TERM; PURCHASE OPTION. The term of each Lease will begin on, and interest shall accrue from, the date that We disburse lease proceeds pursuant to the related Schedule (the "Commencement Date") and will continue for the number of months shown on such Schedule (the "Term"), subject to Section 14. You authorize Us to insert the applicable Commencement Date on the Schedule relating to each Lease. **Each Lease is non-cancelable for the full Term, subject to Section 14.** Notwithstanding the foregoing, provided that You are not then in default under a Lease, such Lease will terminate and Our security interest in the Equipment will terminate (i) at the end of the Term, upon payment in full of all Payments and other amounts payable by You under such Lease; or (ii) on any Payment date, upon payment by You of the then applicable "Prepayment Amount" under such Lease as set forth in the related Schedule, plus the Payment due on such date and all other amounts then due under such Lease, provided that You shall have given Us not less than 30 days' prior written notice of Your intent to make such payment.

3. UNCONDITIONAL OBLIGATION. With respect to each Lease, You agree that: (i) We are a separate and independent company from the Supplier, manufacturer and any other vendor (collectively, "Vendors"), and the Vendors are NOT Our agents; (ii) No representation or warranty by any Vendor is binding on Us, and no Vendor has authority to waive or alter any term of this Agreement or any Schedule; (iii) You, not We, selected the Equipment and the Vendors based on Your own judgment; (iv) Your obligations under each Lease are absolute and unconditional and are not subject to cancellation, reduction or setoff for any reason whatsoever, subject to Section 14; (v) If You are a party to any maintenance, supplies or other contract with any Vendor, We are NOT a party thereto, such contract is NOT part of any Lease (even though We may, as a convenience to You and a Vendor, bill and collect monies owed by You to such Vendor), and no breach by any Vendor will excuse You from performing Your obligations to Us under any Lease; and (vi) If the Equipment is unsatisfactory or if any Vendor fails to provide any service or fulfill any other obligation to You, You shall not make any claim against Us and shall continue to fully perform under each Lease.

4. PAYMENTS. Each Payment Period for a given Lease, You agree to pay Us, by the due date set forth on Our invoice to You (i) the Payment due under the related Schedule, and (ii) applicable taxes and other charges provided for in the Lease. As set forth in the Schedule relating to a Lease, a portion of each Payment is paid as, and represents payment of, interest, and the balance of each Payment is paid as, and represents payment of, principal. Restrictive endorsements on checks will not be binding on Us. All payments received will be applied to past due amounts and to the current amount due in such order as We determine. Any security deposit that You pay under a Lease is non-interest bearing, may be commingled with Our funds, may be applied by Us at any time to cure any default by You, and the unused portion will be returned to You after You have satisfied all of Your obligations under the applicable Lease. If We do not receive a payment in full on or before its due date, You shall pay a fee equal to the greater of 10% of the amount that is late or $29.00 (or the maximum amount permitted by law if less). You shall pay Us a returned check or non-sufficient funds charge of $20.00 for any returned or dishonored check or draft.

5. INDEMNIFICATION. To the extent permitted by applicable law, You shall indemnify and hold Us harmless from and against, any and all claims, actions, damages, liabilities, losses and costs (including but not limited to reasonable attorneys' fees) made against Us, or suffered or incurred by Us, arising directly or indirectly out of, or otherwise relating to, the delivery, installation, possession, ownership, use, loss of use, defect in or malfunction of the Equipment. This obligation shall survive the termination of each Lease. We shall not be liable to You for any damages of any kind, including any liability for consequential damages, arising out of the use of or the inability to use the Equipment.

6. NO WARRANTIES. WE ARE LEASING THE EQUIPMENT TO YOU "AS IS". WE HAVE NOT MADE AND HEREBY DISCLAIM ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, ARISING BY APPLICABLE LAW OR OTHERWISE, INCLUDING WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. You hereby grant to Us a security interest in the Equipment and all proceeds thereof to secure Your obligations under each Lease. You authorize Us to record UCC financing statements to protect Our interests in the Equipment.

7. DELIVERY; LOCATION; OWNERSHIP; USE AND MAINTENANCE. We are not responsible for delivery or installation of the Equipment. You are responsible for Equipment maintenance. You will not remove the Equipment from the Equipment Location specified in a Schedule unless You first get Our permission. You shall give Us reasonable access to the Equipment Location so that We may inspect the Equipment, and You agree to pay Our costs in connection therewith. During the Term of each Lease, title to the Equipment shall vest in You, except as otherwise provided in the related Schedule; provided, however, upon a default under Section 11 or the termination of a Lease pursuant to an event of Non-Appropriation, title in and to the Equipment shall immediately vest in Us. If the Equipment includes any software: (i) We don't own the software, (ii) You are responsible for entering into any necessary software license agreements with the owners or licensors of such software, (iii) You shall comply with the terms of all such agreements, if any, and (iv) any default by You under any such agreements shall constitute a default by You under the applicable Lease. You agree that the Equipment is and shall remain personal property and without Our prior written consent, You shall not permit it to become (i) attached to real property or (ii) subject to liens or encumbrances of any kind. You represent that the Equipment will be used solely for performing one or more of Your governmental functions and not for personal, family or household purposes. You will use the Equipment in accordance with all laws, operation manuals, service contracts (if any) and insurance requirements, and shall not make any permanent alterations to it. At Your own cost, You will keep the Equipment in good working order and warrantable condition, ordinary wear and tear excepted ("Good Condition").

8. LOSS; DAMAGE; INSURANCE. You shall, at all times during each Lease, (i) bear the risk of loss and damage to the Equipment and shall continue performing all Your obligations to Us even if it becomes damaged or suffers a loss, (ii) keep the Equipment insured against all risks of damage and loss ("Property Insurance") in an amount equal to its replacement cost, with Us named as sole "loss payee" (with a lender's loss payable endorsement if required by Lessor or its Assignee), and (iii) carry public liability insurance covering bodily injury and property damage ("Liability Insurance") in an amount acceptable to Us, with Us named as an additional insured thereunder. With respect to each Lease, You have the choice of satisfying these insurance requirements for a given Lease by providing Us with satisfactory evidence of Property and Liability Insurance ("Insurance Proof"), within 30 days of the Commencement Date of such Lease. Such Insurance Proof must provide for at least 30 days prior written notice to Us before it may be cancelled or terminated and must contain other terms satisfactory to Us. With Our prior written consent, You may satisfy Your Property Insurance

BY SIGNING BELOW, CUSTOMER ACKNOWLEDGES RECEIPT OF PAGE 2 OF THIS AGREEMENT AND AGREES TO THE TERMS ON BOTH PAGES 1 & 2

Customer (identified above) County of Jefferson		**Function 4 LLC** ("We," "Us," "Our" and "Lessor")	
By:	Date: 08/25/2020	By:	Date: 8/25/20
Print name: Jeff Branick	Title: County Judge	Print name: Ryan Skinner	Title: GM
		Agreement Number:	

obligations under this Section 8 by means of a self-insurance program reasonably acceptable to Us. If you do not provide Us with Insurance Proof within 30 days of the Commencement Date of a Lease, or if such insurance terminates for any reason, then (a) You agree that We have the right, but not the obligation, to obtain such Property Insurance and/or Liability Insurance in such forms and amounts from an insurer of Our choosing in order to protect Our interests ("Other Insurance"), and (b) You agree that We may charge you a periodic charge for such Other Insurance. This periodic charge will include reimbursement for premiums advanced by Us to purchase Other Insurance, billing and tracking fees, charges for Our processing and related fees associated with the Other Insurance, and a finance charge of up to 18% per annum (or the maximum rate allowed by law if less) on any advances We make for premiums (collectively, the "Insurance Charge"). We and/or one or more of our affiliates and/or agents may receive a portion of the Insurance Charge, which may include a profit. We are not obligated to obtain, and may cancel, Other Insurance at any time without notice to You. Any Other Insurance need not name You as an insured or protect Your interests. The Insurance Charge may be higher than if You obtained Property and Liability Insurance on Your own.

9. ASSIGNMENT. You shall not sell, transfer, assign or otherwise encumber (collectively, "Transfer") this Agreement or any Lease, or Transfer or sublease any Equipment, in whole or in part, without Our prior written consent. We may, without notice to You, Transfer Our interests in the Equipment, this Agreement and/or any Lease, in whole or in part, to a third party (an "Assignee"), in which case the Assignee will, to the extent of such Transfer, have all of Our rights and benefits but will not have to perform Our obligations (if any). Any Transfer by Us will not relieve Us of Our obligations under this Agreement or any Lease. You agree not to assert against the Assignee any claim, defense or offset You may have against Us. Upon receipt of notice of any Transfer of a Lease to an Assignee, You shall record the same in records maintained for such purpose in order to comply with Section 149 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations promulgated thereunder (collectively, the "Code").

10. TAXES AND OTHER FEES. You are responsible for all taxes (including, without limitation, sales, use and personal property taxes, excluding only taxes based on Our income), assessments, license and registration fees and other governmental charges relating to this Agreement, each Lease and/or the Equipment (collectively "Governmental Charges"). Sales or use taxes due upfront will be payable over the Term of each Lease, with a finance charge. You authorize Us to pay any Governmental Charges as they become due, and You agree to reimburse Us promptly upon demand for the full amount. You agree to pay Us a fee for Our administration of taxes related to the Equipment leased under each Lease. With respect to each Lease, You also agree to pay Us upon demand a documentation/processing fee in the amount set forth in the related Schedule (or as otherwise agreed to). You also agree to pay Us a fee for additional services We may provide to You at Your request during a Lease. In connection with the expiration or earlier termination of a Lease, You agree to pay Us any Governmental Charges accrued or assessed but not yet due and payable, or Our estimate of such amounts. You agree that the fees and other amounts payable under this Agreement and each Lease may include a profit to Us and/or the Supplier.

11. DEFAULT; REMEDIES. With respect to each Lease, You will be in default if (1) You fail to pay any amount due under any Lease within 15 days of the due date; (2) You breach or attempt to breach any other term, representation or covenant in this Agreement, any Lease or in any other agreement now existing or hereafter entered into with Us or any Assignee; (3) an event of default occurs under any obligation You may now or hereafter owe to any affiliate of Us or any Assignee; (4) You file, or there is filed against You, a case or proceeding under any bankruptcy, insolvency or other similar laws, or (5) You suffer an adverse change in Your financial condition. If You default under a Lease, We may do any or all of the following: (A) cancel such Lease, (B) require You to promptly return the Equipment pursuant to Section 12, (C) take possession of and/or render the Equipment (including any software) unusable (and for such purposes You hereby authorize Us and Our designees to enter Your premises, with or without prior notice or other process of law), and sell, lease or otherwise dispose of the Equipment on such terms and in such manner as We may in Our sole discretion determine, (D) require You to pay to Us, on demand, liquidated damages in an amount equal to the sum of (i) all Payments and other amounts then due and past due under such Lease, and (ii) all remaining Payments for the remainder of Your then-current fiscal period (such amounts specified in sub-clauses "i" through "ii" referred to below as the "Balance Due"), and/or (E) exercise any other remedy available to Us under law. You also agree to reimburse Us on demand for all reasonable expenses of enforcement (including, without limitation, reasonable attorneys' fees and other legal costs) and reasonable expenses of repossessing, holding, preparing for disposition, and disposition ("Remarketing") of the Equipment. In the event We are successful in Remarketing the Equipment, We shall give You a credit against the Balance Due in an amount equal to the present value of the proceeds received and to be received from Remarketing minus the above-mentioned costs (the "Net Proceeds"). If the Net Proceeds are less than the Balance Due, You shall be liable for such deficiency. Any delay or failure to enforce Our rights hereunder shall not constitute a waiver thereof. The remedies set forth herein are cumulative and may be exercised concurrently or separately.

12. RETURN OF EQUIPMENT. If You are required to return the Equipment under any Lease, You shall, at Your expense, send the Equipment to any location(s) that We may designate and pay Us a handling fee of $250.00. The Equipment must be properly packed for shipment, freight prepaid and fully insured, and must be received in Good Condition (defined in Section 7). All terms of the applicable Lease, including Your obligation to make Payments and pay all other amounts due thereunder shall continue to apply until the Equipment is received by Us in accordance with the terms of this Agreement. You are solely responsible for removing all data from any digital storage device, hard drive or other electronic medium prior to returning the Equipment or otherwise removing or allowing the removal of the Equipment from Your premises for any reason (and You are solely responsible for selecting an appropriate removal standard that meets Your business needs and complies with applicable laws). We shall not be liable for any losses, directly or indirectly arising out of, or by reason of the presence and/or use of any information, images or content retained by or resident in any Equipment returned to Us or repossessed by Us.

13. APPLICABLE LAW; SEVERABILITY. This Agreement and each Lease shall be deemed fully executed and performed in the State in which You are located. **YOU AND WE HEREBY WAIVE YOUR AND OUR RESPECTIVE RIGHTS TO A TRIAL BY JURY IN ANY LEGAL ACTION.** If any amount charged or collected under this Agreement or any Lease is greater than the amount allowed by law (an "Excess Amount"), then (i) any Excess Amount charged but not yet paid will be waived by Us and (ii) any Excess Amount collected will be refunded to You or applied to any other amount then due hereunder or thereunder. Each provision of this Agreement and each Lease shall be interpreted to the maximum extent possible to be enforceable under applicable law. If any provision of this Agreement or any Lease is construed to be unenforceable, such provision shall be ineffective only to the extent of such unenforceability without invalidating the remainder hereof or thereof.

14. GOVERNMENTAL PROVISIONS. As of the Commencement Date of each Lease, You hereby represent, warrant and covenant to Us that: (a) You intend, subject only to this Section 14, to remit to Us all sums due and to become due under this Lease for the full Term; (b) Your governing body has appropriated sufficient funds to pay all Payments and other amounts due during Your current fiscal period; (c) You reasonably believe that legally available funds in an amount sufficient to make all Payments for the full Term can be obtained; and (d) You intend to do all things lawfully within Your power to obtain and maintain funds from which Payments may be made, including making provision for such payments to the extent necessary in each budget or appropriation request submitted and adopted in accordance with applicable law. If Your governing body fails to appropriate sufficient funds to pay all Payments and other amounts due and to become due hereunder in Your next fiscal period ("Non-Appropriation"), then (i) You shall promptly notify Us of such Non-Appropriation, (ii) this Lease will terminate as of the last day of the fiscal period for which appropriations were received, and (iii) You shall return the Equipment to Us pursuant to Section 12. Your obligations under each Lease shall constitute a current expense and shall not in any way be construed to be a debt in contravention of any applicable constitutional or statutory limitations or requirements concerning Your creation of indebtedness, nor shall anything contained herein constitute a pledge of Your general tax revenues, funds or monies. As of the Commencement Date of each Lease, You further represent, warrant and covenant to Us: (a) You have the power and authority under applicable law to enter into such Lease and the transactions contemplated thereby and to perform all of Your obligations thereunder, (b) You have duly authorized the execution and delivery of such Lease by appropriate official action of Your governing body and You have obtained such other authorizations, consents and/or approvals as are necessary to consummate such Lease, (c) all legal and other requirements have been met, and procedures have occurred, to render such Lease enforceable against You in accordance with its terms, and (d) You have complied with all public bidding requirements applicable to such Lease and the transactions contemplated thereby.

15. TAX REPRESENTATIONS AND COVENANTS. As of the Commencement Date of each Lease, You hereby represent, warrant and covenant unto Us that: (a) You are a state or political subdivision thereof within the meaning of Section 103(c) of the Code and will do or cause to be done all things necessary to preserve and keep in full force and effect Your existence as such, (b) You intend that each Lease not constitute a "true" lease for federal income tax purpose and therefore, it is Your intention that You be considered the owner of all Equipment for federal income tax purposes, (c) You will not take any action that would cause the interest component of Payments to be or to become ineligible for the exclusion from Our gross income for federal income tax purposes, nor will You omit to take or cause to be taken, in a timely manner, any action which omission would cause the interest component of such Payments to be or to become ineligible for the exclusion from Our gross income for federal income tax purposes, (d) You have not created or established, and do not expect to create or establish, any sinking fund or similar fund (i) that is reasonably expected to be used to pay the Payments, or (ii) that may be used solely to prevent a default in the payment of Payments, (e) the proceeds of each Lease will not be used to reimburse You for expenditures made more than 60 days prior to the Commencement Date or, if earlier, more than 60 days prior to any official action taken to evidence an intent to finance the Equipment under such Lease, (f) You will not permit any Equipment to be used, directly or indirectly, for a private business use within the meaning of Section 141 of the Code, and (g) You agree to complete in a timely manner an information reporting return (either Form 8038-G or Form 8038-GC, as appropriate) with respect to each Lease as required by the Code. If you breach any of the covenants contained in this Section 15, the interest component of Payments may become includible in Our gross income for federal income tax purposes. In such event, You agree to pay Us promptly after any such determination of taxability and on each Payment date thereafter an additional amount determined by Us to compensate Us for the loss of such excludability. Notwithstanding anything in this Section 15 or elsewhere in this Agreement to the contrary, any amount payable by You under a Lease shall be payable solely from funds legally available for such purpose and shall be subject to Section 14 hereof.

16. MISCELLANEOUS. You shall furnish Us or an Assignee with current financial statements, current budgets and/or proof of appropriations for each Lease for each ensuing fiscal period upon request by Us or an Assignee. You authorize Us or an Assignee to (a) obtain credit reports or make credit inquiries in connection with this Agreement or any Lease, and (b) provide Your credit application, information regarding Your account to credit reporting agencies, potential Assignees, Vendors and parties having an economic interest in this Agreement, a Lease and/or the Equipment. Each Lease may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute the same document; provided, however, with respect to a Schedule, only the counterpart which is marked "Original" and is in Our possession shall constitute chattel paper under the UCC. You acknowledge that You have received a copy of this Agreement and each Schedule and agree that a facsimile or other copy containing Your faxed, copied or electronically transmitted signature may be treated as an original and will be admissible as evidence of this Agreement and any Lease. You waive notice of receipt of a copy of this Agreement and any Schedule with Our original signature.

Equipment Schedule

Financial Services | 800 Walnut, 4th floor | Des Moines, Iowa 50309

Title of lease, rental or other agreement: *Schedule to Master Equipment LEase-Purchase Agreement* (the "**Agreement**")

Lessee/Renter/Customer: *County of Jefferson* ("**Customer**")

Lessor/Lender/Owner: *Function 4 LLC* ("**Company**")

Quantity	Equipment Make, Model & Serial Number	Equipment Location (if different than address shown in Agreement)
1	Sharp MX-4071	1225 Pearl St.
1	Sharp MX-4071	1149 Pearl St.
1	Sharp MX-M7570	1225 Pearl St., #200
2	Sharp MX-M7570	1149 Pearl St.
1	Sharp MX-M7570	1085 Pearl St., #300
2	Sharp MX-M7570	5030 Hwy 69 South
12	Sharp MX-M4071	1149 Pearl St.
10	Sharp MX-M4071	1001 Pearl St.
5	Sharp MX-M4071	1085 Pearl St.
1	Sharp MX-M4071	4875 Parker St.
3	Sharp MX-M4071	525 Lakeshore Dr., Port Arthur
1	Sharp MX-M4071	7965 Viterbo Rd.v
4	Sharp MX-M4071	800 4th St., Port Arthur
4	Sharp MX-M4071	820 Neches St.,
1	Sharp MX-M4071	145 S 11th St.
4	Sharp MX-M4071	215 Franklin St.
1	Sharp MX-M4071	7933 Viterbo Rd.
6	Sharp MX-M4071	5030 Hwy 69 South
1	Sharp MX-M4071	1225 Pearl St.
3	Sharp MX-M4071	5326 US 69 South (Access Rd.)
1	Sharp MX-M4071	900 4th St., Port Arthur 2nd Fl
2	Sharp MX-M4071	1295 Pearl St
1	Sharp MX-M4071	20205 Hwy 90 West
1	Sharp MX-M4071	7759 Viterbo Rd.
1	Sharp MX-M4071	7780 Boyt Rd.
1	Sharp MX-M4071	4605 Jerry Ware

This schedule amends and supplements the Agreement described herein. This schedule, together with the provisions of the Agreement not expressly inconsistent herewith, constitutes the entire agreement between the parties with respect to the matters addressed herein, and shall supersede all prior oral or written negotiations, understandings and commitments regarding such matters. This schedule may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall be deemed to constitute one and the same agreement. Customer acknowledges having received a copy of this schedule and agrees that a facsimile or other copy containing Customer's faxed, copied or electronically transmitted signature may be treated as an original and will be admissible as evidence of this schedule.

Customer (identified above): County of Jefferson		**Company (identified above):**	
By:	Date: 08/25/2020	By:	Date: 8/25/20
Print name: Jeff Branick	Title: County Judge	Print name: Ryan Stalmer	Title: GM
Agreement Number:			
Master Agreement Number (if applicable):			

Schedule to Master Equipment Lease-Purchase Agreement

function EFFICIENCY EVOLVED

Financial Leasing, Inc. | 800 Walnut, 4th floor | Des Moines, Iowa 50309 | Phone: 800-247-5083

Customer Information:
Customer's Full Legal Name ("You" and "Your"):
County of Jefferson

Commencement Date:

Address:
1149 Pearl Street 7th Floor

City/State/Zip Code:
Beaumont TX 77701

County:
Jefferson

Equipment Information: ☒ See Attached Equipment Schedule		Equipment Location (if different than address shown above):	
Quantity	Equipment Make, Model & Serial Number	Quantity	Equipment Make, Model & Serial Number

Term And Payment Information: Term: **60** months

Interest Rate: **3.6** Amount Financed: **$457,860.39**

Payment: **See Payment Schedule attached hereto**

Payment Period is "Monthly" unless otherwise noted here: _____ Security Deposit: $_____ Documentation/Processing Fee: $75.00

Advance Payment: $_____ applied to: ☐ 1st Payment ☐ Last Payment ☐ 1st and Last Payments

This is a Schedule that is being entered into subject to the master agreement referenced below (the "Master Agreement") between You and Us. All of the terms and conditions set forth in the Master Agreement are hereby reaffirmed and incorporated in and made part of this Schedule, as if fully set forth herein. The Master Agreement together with this Schedule constitute a Lease (as defined in the Master Agreement) and represent the complete and exclusive agreement between You and Us regarding the leasing of the equipment listed above (together with all existing and future accessories, attachments, replacements and embedded software, the "Equipment"). This Schedule can be changed only by a written agreement between You and Us. Any amendment to the Master Agreement subsequent to the date of this Schedule shall be ineffective as to this Schedule unless otherwise expressly stated in such amendment.

1. LEASE OF EQUIPMENT. You hereby agree to lease from Us the Equipment described above upon the terms and conditions set forth in this Schedule and in the Master Agreement.

2. GENERAL GOVERNMENTAL PROVISIONS. You hereby represent, warrant and covenant to Us that with respect to this Schedule, Your representations, warranties and covenants set forth in the Master Agreement (including, without limitation, those set forth in Sections 14 and 15 thereof) are true and correct as though made as of the Commencement Date hereof.

3. TEXAS PROVISIONS. To the extent that the Master Agreement includes provisions pursuant to which You agree to do all things lawfully within Your power to obtain and maintain funds from which Payments may be made, including making provision for such payments to the extent necessary in each budget or appropriation request submitted and adopted in accordance with applicable law, such provisions are hereby deleted and are of no force or effect with respect to this Schedule.

4. MISCELLANEOUS. This Schedule may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute the same document; provided, however, only the counterpart which is marked "Original" and is in Our possession shall constitute chattel paper under the UCC. You acknowledge that You have received a copy of the Master Agreement and this Schedule and agree that a facsimile or other copy containing Your faxed, copied or electronically transmitted signature may be treated as an original and will be admissible as evidence of this Lease. You waive notice of receipt of a copy of this Schedule with Our original signature. **This Lease is non-cancelable for the full Term, except as otherwise provided in the Master Agreement.**

Customer (identified above) County of Jefferson		("We," "Us" and "Our")	
By:	Date: 08/25/2020	By:	
Print name: Jeff Branick	Title: County Judge	Print name:	Title:
		Schedule Number:	
		Master Agreement Number:	

Compound Period: Monthly

County of Jefferson

Nominal Annual Rate: 3.6 %

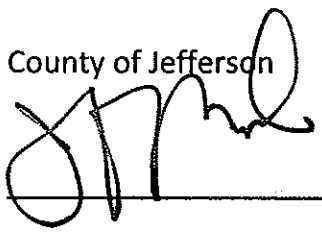
	Event	Amount	Number	Period
1	Loan	457,860.39	1	
2	Payment	8,350.00	60	Monthly

AMORTIZATION SCHEDULE - Normal Amortization

Period	Payment	Interest	Principal	Balance
	$0.00	$0.00	$0.00	$457,860.39
1	$8,350.00	$1,373.95	$6,976.05	$450,884.34
2	$8,350.00	$1,353.02	$6,996.98	$443,887.36
3	$8,350.00	$1,332.02	$7,017.98	$436,869.39
4	$8,350.00	$1,310.96	$7,039.04	$429,830.35
5	$8,350.00	$1,289.84	$7,060.16	$422,770.19
6	$8,350.00	$1,268.65	$7,081.35	$415,688.84
7	$8,350.00	$1,247.40	$7,102.60	$408,586.25
8	$8,350.00	$1,226.09	$7,123.91	$401,462.34
9	$8,350.00	$1,204.71	$7,145.29	$394,317.05
10	$8,350.00	$1,183.27	$7,166.73	$387,150.32
11	$8,350.00	$1,161.77	$7,188.23	$379,962.09
12	$8,350.00	$1,140.20	$7,209.80	$372,752.28
13	$8,350.00	$1,118.56	$7,231.44	$365,520.84
14	$8,350.00	$1,096.86	$7,253.14	$358,267.70
15	$8,350.00	$1,075.09	$7,274.91	$350,992.80
16	$8,350.00	$1,053.26	$7,296.74	$343,696.06
17	$8,350.00	$1,031.37	$7,318.63	$336,377.43
18	$8,350.00	$1,009.41	$7,340.59	$329,036.84
19	$8,350.00	$987.38	$7,362.62	$321,674.21
20	$8,350.00	$965.28	$7,384.72	$314,289.50
21	$8,350.00	$943.12	$7,406.88	$306,882.62
22	$8,350.00	$920.90	$7,429.10	$299,453.52
23	$8,350.00	$898.60	$7,451.40	$292,002.12
24	$8,350.00	$876.24	$7,473.76	$284,528.37
25	$8,350.00	$853.82	$7,496.18	$277,032.18
26	$8,350.00	$831.32	$7,518.68	$269,513.50
27	$8,350.00	$808.76	$7,541.24	$261,972.26
28	$8,350.00	$786.13	$7,563.87	$254,408.39
29	$8,350.00	$763.43	$7,586.57	$246,821.83

30	$8,350.00	$740.67	$7,609.33	$239,212.49
31	$8,350.00	$717.83	$7,632.17	$231,580.32
32	$8,350.00	$694.93	$7,655.07	$223,925.25
33	$8,350.00	$671.96	$7,678.04	$216,247.21
34	$8,350.00	$648.92	$7,701.08	$208,546.13
35	$8,350.00	$625.81	$7,724.19	$200,821.94
36	$8,350.00	$602.63	$7,747.37	$193,074.57
37	$8,350.00	$579.38	$7,770.62	$185,303.95
38	$8,350.00	$556.06	$7,793.94	$177,510.01
39	$8,350.00	$532.67	$7,817.33	$169,692.68
40	$8,350.00	$509.22	$7,840.78	$161,851.90
41	$8,350.00	$485.69	$7,864.31	$153,987.59
42	$8,350.00	$462.09	$7,887.91	$146,099.67
43	$8,350.00	$438.42	$7,911.58	$138,188.09
44	$8,350.00	$414.68	$7,935.32	$130,252.77
45	$8,350.00	$390.86	$7,959.14	$122,293.63
46	$8,350.00	$366.98	$7,983.02	$114,310.61
47	$8,350.00	$343.02	$8,006.98	$106,303.64
48	$8,350.00	$319.00	$8,031.00	$98,272.63
49	$8,350.00	$294.90	$8,055.10	$90,217.53
50	$8,350.00	$270.73	$8,079.27	$82,138.26
51	$8,350.00	$246.48	$8,103.52	$74,034.74
52	$8,350.00	$222.16	$8,127.84	$65,906.90
53	$8,350.00	$197.77	$8,152.23	$57,754.68
54	$8,350.00	$173.31	$8,176.69	$49,577.99
55	$8,350.00	$148.77	$8,201.23	$41,376.76
56	$8,350.00	$124.16	$8,225.84	$33,150.93
57	$8,350.00	$99.48	$8,250.52	$24,900.41
58	$8,350.00	$74.72	$8,275.28	$16,625.13
59	$8,350.00	$49.89	$8,300.11	$8,325.02
60	$8,350.00	$24.98	$8,325.02	$0.00

Lessee: County of Jefferson

Signer: 

Name: Jeff Branick

Title: County Judge

Date: 08/25/2020

function4

Advantage CPP Maintenance Contract

Sold To: (legal name)

Name: Jefferson County Account Number:

Street Address: 1149 Pearl St., 7th Floor

Address Line 2:

Phone #: (409) 835-8500

City: Beaumont State: TX Zip: 77701

Ship To:

Name: Same as Sold To Account Number:

Address Line 1:

City: State: Zip:

Phone #:

Tax Exemption ☐ No ☑ Yes (Certificate required) Tax Exemption Number: 1-74-6000291-2

PO Required ☑ No ☐ Yes (Copy required) PO Number: PO Expiration Date:

Advantage CPP Maintenance Plan

Cost Per Page

☑ With Supplies ☐ Without Supplies - Purchased Separately

Effective Date: Upon Delivery

Billing Cycle for CPP contract: ☑ Monthly ☐ Quarterly ☐ Annually

Billing Cycle for Excess Copies: ☐ Monthly ☑ Quarterly ☐ Annually

Contract Term (Months): ☐ 12 ☐ 24 ☐ 36 ☐ 48 ☑ 60 ☐ 63

Digital Support Services OPT OUT X

Product Covered Under Contract:

Item	Model Description	Serial Number	Type	Start Meter Read	Covered Copies	CPP	Quarterly Base $	Overage CPP
1	See Schedules B & C for equipment list		C		0	-	$ 0.00	$ 0.07
			B/W		7,800,000	-	$ 3,750.00	$ 0.006
2			C					
			B/W					
3			C					
			B/W					
4			C					
			B/W					
5			C					
			B/W					
6			C					
			B/W					
7			C					
			B/W					

Comments

This is an all-inclusive agreement which covers all parts, labor, toner, drums & staples. Includes 7,800,000 B/W copies pooled between all new units on Schedules B & C list. B/W overages will be assessed and billed annually at $0.006 per page, only if applicable. Color copies will be assessed and billed annually at $0.07 per page.

Customer's signature below acknowledges receipt and consent to Function4 Advantage CPP Maintenance Contract Terms and Conditions. Not binding on Function4 until signed by Function4 Manager.

Customer Name: Jeff Branick (Please Print) Function4 Representative: Mark McKee

Signature: (Authorized Representative of Customer) 08/25/2020 (Date) Function4 Manager: (Date)

Title: County Judge

FOR INTERNAL USE

☐ New Customer ☐ Maintenance w/ Equipment Order ☐ Maintenance Only ☐ Maintenance Billed by Function-4 ☐ Maintenance Billed with Lease ☐ Dealer Serviced

Agreement #:

Price Plan #:

Subfleet #:

Key Operator Contact:		Phone:		Email Address:	
Meter Read Contact:	automated	Phone:		Email Address:	
Accounts Payable Contact:		Phone:		Email Address:	

Special Instructions:

Additional Documents Attached:

☐ Price Exception ☐ Tax Exempt Certificate ☐ Purchase Order ☐ Credit Application

FUNCTION4 ADVANTAGE CPP MAINTENANCE CONTRACT TERMS AND CONDITIONS

1. DEFINITION AND INCORPORATION. The term "Maintenance Agreement" as used herein shall mean the Function4 Advantage CPC EMS/Maintenance Contract for service and maintenance of the Equipment that is the subject of an Equipment Order, along with these Terms and Conditions. Customer (specified on the reverse side hereof) and Function 4, LLC ("Function 4") agree that these Terms and Conditions are incorporated by reference into the Function4 Advantage CPC EMS/Maintenance Contract to which they are attached as well as all purchase orders and invoices between Customer and Function 4 concerning the Equipment which is the subject of an Equipment Order.

2. INSTALLATION. Certain Equipment must be installed according to specific requirements in terms of space, electrical, and environmental conditions. Installation requirements are defined in the Equipment Operator Manual. Customer shall ensure that the Equipment is placed in an area that conforms to the manufacturer's specifications and requirements and will bear all cost and expense required for installation such as telephone and electrical wiring, remodeling, noise and power filters, and electrical work external to the equipment.

3. EMS OPTION. If Customer selects the Emergency Maintenance Service ("EMS") Option on the Equipment Order and pays the applicable charge for EMS, Function 4 will perform maintenance cleaning and make inspections, adjustments and repairs, and replace defective parts for the Equipment without additional charge to Customer, provided such calls are made during Normal Business Hours (as defined in paragraph 8, below). Function 4 will furnish the following supplies, to be delivered at accepted intervals in quantities as usage history dictates as determined by Function 4 and additional deliveries as required: Toner, Developer, Drums or Photoconductor, Filter Change, Fuser Oil, Webs. EMS does not include paper, labels, staples or transparencies of any kind. Function 4 agrees to train Customer personnel in the use of the Equipment at reasonable times. At times, other than any anniversary or renewal dates as described in paragraph 12, Function 4 shall have the right under this Maintenance Agreement to increase the EMS rate upon thirty (30) days written notice to Customer.

4. EXCESS COPIES. The initial term of this Maintenance Agreement is based on anticipated customer usage as stated in "Base Allowance" on the face of the Equipment Order (the "Initial Term"). Base Allowance copies are accumulated from the initial meter read. Customer shall provide Function 4 with meter readings on the last day of each month and/or when requested by Function 4. Each 8½" x 11" and 8½" x 14" copy will be recorded as a single meter click. Each 11" x 17" copy will be recorded as a double meter click. Duplexed copies shall be counted at twice the rate of simplexed copies. For models equipped with banner printing capabilities, the following meter click charges shall apply: 18" to 27" = 3 clicks; 27" to 36" = 4 clicks; 36" to 47" = 5 clicks. Function 4 reserves the right to conduct on-site inspections and meter readings to verify the accuracy of meter readings at any time and to substitute, in its sole and absolute discretion, its own readings for the Customer's readings. Customer agrees to provide Function 4 access to the Equipment during Normal Business Hours to perform such inspections and meter readings. Further, if Customer does not provide Function 4 with meter readings on the last day of the month, Function 4 shall be entitled to estimate the meter reading and Customer agrees to accept such estimated reading. Should the Base Allowance be exceeded prior to expiration of any applicable billing cycle, Customer agrees to pay the current excess copy charge for each copy in excess of the Base Allowance. Invoices for excess copies will be tendered monthly and/or at the end of the initial term, and shall be due and payable immediately. For agreements billed annually, upon exceeding the Base Allowance, Customer may request that a new agreement be executed, with the initial date of the term to coincide with the date that Base Allowance was exceeded. Customer's option in this regard shall be void if all previously tendered invoices have not been paid.

5. PAYMENT; SUSPENSION OF SERVICE. Customer agrees to pay, by check made payable to Function 4 or by credit card, all invoices rendered for services performed and/or parts installed on Equipment within 30 days from the date of the invoice. Function 4 does not accept cash payments. If any part of any payment due to Function 4 hereunder is more than five (5) days past due, Customer agrees to pay a late charge equal to 10% of the past due amount to cover Function 4's administrative costs occasioned by said late payment. Customer agrees that amounts not timely paid shall bear interest at the rate of 1.5% monthly (18% per annum), or at the maximum rate allowed by law, whichever is less. Without waiver of any other rights hereunder, Function 4 shall have the right to discontinue service in the event Customer becomes delinquent in payment.

6. CUSTOMER CHANGES. Function 4 reserves the right to assess additional charges and/or terminate services in the event the Customer implements any changes, alterations, attachments or additions that make it more expensive or impractical for Function 4 to provide service to Customer or the Equipment.

7. MAINTENANCE OPTION. If Customer selects the Maintenance Option on the Equipment Order, Function 4 will provide such maintenance service as is necessary to maintain the Equipment in good operating condition, including replacement of parts which have broken or worn out through normal use. This Maintenance Agreement covers all routine, remedial and preventative maintenance service. This Maintenance Agreement does not include Consumable Parts or Consumable Supplies. Consumable Parts are photoreceptor drum (imaging units, drum cartridges, masters) and fuser unit cleaner/lubricants (fuser webs, cleaning rollers, wicks, belts, fuser oil). Consumable Supplies are: toner, developer, filters, paper, preventative maintenance kits, print wheels, ribbons, ink cartridges, staples, and waste toner bags/receptacles. If Customer uses parts or suppliers other than Function 4 Consumable Parts and/or Consumable Supplies, and if such parts or supplies are defective or not adaptable to use on the Equipment resulting in unnecessary service calls (chargeable item), service problems, or unacceptable copy quality, then Function 4 may terminate this Maintenance Agreement and the unused portion of any fee refunded in Function 4's sole and absolute discretion. In the event Function 4 so terminates this Maintenance Agreement, Customer will be offered continuing service from Function 4 at published hourly rates, subject to change without notice. The Operator Manuals for each piece of Equipment define specific operator responsibilities. Performance of normal operator functions as described in the Operator Manuals are Customer's responsibility, are not included in this Maintenance Agreement, and are subject to additional charges at established Function 4 rates then in effect. Customer agrees to exercise proper care of the Equipment. This Maintenance Agreement does not cover service calls caused by user error, misuse or abuse, nor does it cover software and/or network printing configuration or related issues, and such services will be subject to additional charges at established Function 4 rates then in effect.

8. BUSINESS HOURS FOR SERVICE. All services provided hereunder are available only during Function 4's Normal Business Hours, which is hereby defined to consist of 8:00 am to 5:00 pm Central Time, Monday through Friday, exclusive of Function 4 holidays and subject to change by Function 4. At Customer's request, Function 4 may render service outside of normal business hours, subject to availability of personnel and additional charges at established Function 4 rates then in effect.

9. RETAINED TITLE. Title to all supplies furnished in connection with the EMS, including consumable parts such as drums, remains in Function 4 until said supplies are consumed to the extent that they may not be further utilized in the copy making process. In the event of Customer default or cancellation of this Maintenance Agreement, all such supplies and consumable parts shall be returned to Function 4 on demand. Additionally, Function 4 reserves the right to charge Customer a prorated amount for any unused portion of drum remaining pursuant to Function 4's standard formula for such proration.

10. AVAILABILITY OF SUPPLIES. Function 4 Customer Service Engineers do not carry or deliver Consumable Supplies (toner, developer, etc.). It is Customer's responsibility to purchase and have the necessary supplies available for Customer Service Engineer's use.

11. RECONDITIONING. When a shop reconditioning is necessary, or the manufacturer's life expectancy of the Equipment has been exceeded, and normal repairs and parts replacement cannot keep a unit in satisfactory operating condition, Function 4 will submit to Customer a cost estimate of needed repairs which will be in addition to ordinary maintenance/service charges. If Customer does not authorize such work, Function 4 may refuse to renew this Maintenance Agreement for such unit, and/or refuse to continue providing service to such unit under this Maintenance Agreement, furnishing service only on a "Per Call" basis.

12. NETWORK INTEGRATION. If Network Integration services are provided by Function 4, Customer warrants that the Function 4 Digital Needs Analysis ("DNA") has been accurately completed and Function 4 may rely on the information contained in the DNA in providing network integration services. Function 4 reserves the right to assess additional charges for service due to Customer's modification of its network, software, or operating system(s).

13. SYSTEM MONITORING. Function 4 will deploy and enable its Meter Agent, which is a Device Relationship Management (DRM) system that interacts with Function 4 product(s) for the purpose of automated meter reading, technical performance monitoring, consumable and supply-level monitoring for replenishment, and product status (and as described in Function 4's DNA). Should Customer opt-out of utilizing System Monitoring, Function 4 reserves the right to assess an incremental invoicing fee on Customer not to exceed $25 per invoice.

14. DIGITAL SUPPORT SERVICE (DSS). Unless the Customer opts-out of DSS, Function 4 shall provide Customer with DSS, which includes technical support for the following DSS Supported Products: Digital Multi-Function Devices, General Office Applications, Graphic and Design Applications and Desktop Operating Systems. DSS does not include any other products or any parts or labor related to network/computer problems not directly involved in the printing or scanning network or fax workflow. Customer is responsible for performing normal operator functions, system backups, virus scans, and network security functions on a regular basis.

15. AUTOMATIC RENEWAL. This Maintenance Agreement shall be automatically renewed without any notice from Function 4 or Customer upon expiration of the Initial Term for successive renewal terms, on a year-to-year basis at Function 4's maintenance rates in effect at the time of applicable renewal, but in no case, will the renewal exceed a 10% price increase over the prior term.

16. CANCELLATION OF SERVICE. Cancellation of the Maintenance Agreement at the conclusion of the Initial Term or any renewal term may be accomplished by either party by providing written notice of such cancellation no later than thirty (30) days prior to the expiration of the term then in effect. In addition, Function 4 may cancel this Maintenance Agreement, in whole or in part, at any time upon seven (7) days written notice, or without notice in the thirty (30) day period prior to the renewal date, if Customer at any time is in breach of any term or condition contained herein. Function 4 may apply any refund due to the satisfaction of any past due invoices for any other product or service. Should this Maintenance Agreement be cancelled by Customer, Function 4 will not issue any refund for the unused portion.

~~**17. LIQUIDATED DAMAGES.** In the event of Customer default or voluntary termination, Customer promises to pay to Function 4 the following amounts as liquidated damages (and not as a penalty): (a) During the first six (6) months of the initial term, six (6) times the Average Monthly Charge; (b) At any time thereafter, the lesser of the remaining amount owed or three times the monthly charge. In the event Customer is in default of any obligation under this agreement, and remains in default for seven (7) days after notice thereof, Function 4 may cancel this agreement and collect damages according to the foregoing formula.~~

18. NO WAIVER. Customer acknowledges and agrees that any delay or failure to enforce its rights hereunder by Function 4 does not constitute a waiver of such rights by Function 4, or in any way prevent Function 4 from enforcing such rights, or any other rights hereunder, at a later time.

19. ENTIRE AGREEMENT. The Maintenance Agreement and, if applicable, the Equipment Order, in the event Customer has elected to acquire the Equipment from Function 4, constitutes the entire agreement between Customer and Function 4 related to the maintenance of the Equipment, and any and all prior negotiations, agreements (oral or written), proposals (oral or written), understandings and/or communications between the parties relating to this Maintenance Agreement are hereby superseded.

20. NO INDUCEMENTS. Customer represents and warrants that no promise, agreement or inducement, whether written or oral, which is not herein expressed has been made to Customer in executing this Equipment Order and that Customer is not relying on any statement or representation, written or oral, which is not expressly set forth herein as an inducement to the execution of this Equipment Order.

21. NO MODIFICATION OF TERMS. Customer expressly acknowledges and agrees that these terms and conditions may not be varied, modified, or changed except by written agreement executed by a duly authorized representative of Function 4, and that this Maintenance Agreement cannot be modified by course of performance or course of dealing. No sales or service personnel, including but not limited to, managers or supervisors, have any authority to override this provision.

22. AUTHORITY. Customer and Function 4 each represent and warrant that their respective signators to the Maintenance Agreement have been duly authorized to enter into this Maintenance Agreement by them.

23. LIMITATION ON LIABILITY. Under no circumstances shall Function 4 be responsible to Customer for any indirect, special or consequential loss or damage, however caused, arising out of this Maintenance Agreement or services provided under this Maintenance Agreement. Function 4's liability in case of nonperformance or breach of this Maintenance Agreement shall not exceed the amount of money which Customer has paid to Function 4 pursuant to this Maintenance Agreement.

24. INDEMNITY. CUSTOMER SHALL INDEMNIFY FUNCTION 4 AGAINST AND HOLD FUNCTION 4 HARMLESS FROM AND AGAINST ANY AND ALL FUTURE LOSS, COST, EXPENSE AND LIABILITY OF WHATEVER KIND, TYPE OR NATURE, INCLUDING THOSE BROUGHT BY THIRD PARTIES, ARISING OUT OF OR RELATING TO THIS MAINTENANCE AGREEMENT. In the event of an indemnified claim hereunder, Function 4 agrees to present such indemnified claim in writing to Customer promptly and to timely furnish Customer all evidence, witnesses and other reasonable assistance requested to defend against any such indemnified claim. This will apply to the extent allowed by the United States Constitution and the laws of the State of Texas.

25. DISCLAIMER. CUSTOMER TAKES THE EQUIPMENT "AS IS" AND FUNCTION 4 MAKES NO WARRANTY, EXPRESS OR IMPLIED, INCLUDING THAT THE EQUIPMENT IS FIT FOR A PARTICULAR PURPOSE OR THAT THE EQUIPMENT IS MERCHANTABLE. Function 4 expressly disclaims any duty as insurer of the Equipment and Customer shall pay for all costs of repair and parts or replacement of the Equipment made necessary by, but not limited to, loss or damage through accident, abuse, misuse, theft, fire, water, causality, natural force or any other negligent act of Customer or Customers' agents and/or service performed by non-Function 4 personnel. Function 4 will not assume any liability for any conditions arising from electrical circuitry external to the Equipment and Equipment Line Cord, nor is any external electrical work covered under this agreement.

~~**26. ATTORNEYS FEES; COSTS.** In the event Customer defaults under this Maintenance Agreement, or if any other dispute arises hereunder requiring Function 4 to refer said matter to an attorney and/or to initiate, or defend, any court action in any way related to this Maintenance Agreement, Customer agrees to pay Function 4's reasonable attorneys' fees and all costs resulting from such action.~~

27. CHOICE OF LAW AND FORUM SELECTION CLAUSE. Customer hereby covenants and agrees that any and all disputes arising out of or in connection with this Maintenance Agreement shall be interpreted and construed in accordance with the laws of the State of Texas. This Maintenance Agreement is entered into and performable in the State of Texas. Customer hereby covenants and agrees that exclusive venue and jurisdiction of any action brought regarding this Maintenance Agreement and any and all disputes with Function 4 shall lie with any state or federal court of competent jurisdiction in Jefferson County, Texas.

28. WAIVER OF JURY TRAIL. CUSTOMER HEREBY EXPRESSLY WAIVES TRIAL BY JURY AS TO ANY AND ALL ISSUES ARISING OUT OF, OR IN ANY WAY RELATED TO THIS MAINTENANCE AGREEMENT.

29. NOTICE. Any notice or other communication given or required in connection with this Maintenance Agreement shall be in writing, and shall be given by certified or registered mail, postage prepaid, return receipt requested. If sent to Function 4, said notice shall be sent to the registered agent for Function 4 in the state in which the transaction arose, or to Function 4, Attention: William Patsouras, 12560 Reed Rd., Suite 200, Sugar Land, Texas 77478, or such other address as Function 4 may hereafter designate in writing. If to Customer, the notice shall be sent to Customer at the address specified on the reverse side hereof, or such other address which may be specified by Customer in writing to Function 4.

30. FAIR NOTICE. CUSTOMER HEREBY AGREES THAT ANY LANGUAGE IN THIS MAINTENANCE AGREEMENT THAT IS IN ALL CAPITAL LETTERS AND/OR BOLD-FACE TYPE AND IN PARAGRAPHS 17, 23, 24, 25, 28 AND THIS PROVISION ARE CONSPICUOUS AND THAT CUSTOMER HAS BEEN GIVEN FAIR NOTICE OF ALL TERMS AND CONDITIONS OF THIS MAINTENANCE AGREEMENT.

31. AFFIRMATIVE ACTION. Function 4 and all vendors and/or subcontractors are obligated to and do, to the best of Function 4's knowledge comply with the EEO clause at 41 CFR 60 1.4(a) and The Affirmative Action Clauses at 250.4(a) and 741.4(a).

Initial

Jefferson County Schedule B Equipment List

function4

Location	Address	Model	ID #	Serial #
Emergency Mgmt.	1225 Pearl St.	Sharp MX-4071		
Engineering	1149 Pearl St., 5th Fl	Sharp MX-4071		
Agriculture Ext. - Service Annex 1	1225 Pearl St., #200	Sharp MX-M7570		
Auditors Office - 7th Floor	1149 Pearl St., 7th Fl	Sharp MX-M7570		
County Clerk	1149 Pearl St., 1st Fl	Sharp MX-M7570		
DA Office	1085 Pearl St., #300	Sharp MX-M7570		
Jail - Book-in	5030 Hwy 69 South	Sharp MX-M7570		
Jail - Release	5030 Hwy 69 South	Sharp MX-M7570		
172nd District Court	1001 Pearl St.	Sharp MX-M4071		
252nd Criminal District Court	1085 Pearl St., 2nd Fl	Sharp MX-M4071		
317th District Court	1149 Pearl St.	Sharp MX-M4071		
58th District Court	1149 Pearl St.	Sharp MX-M4071		
60th District Court	1149 Pearl St.	Sharp MX-M4071		
Airport Admin. Bldg.	4875 Parker St.	Sharp MX-M4071		
Constable Pct. 1	1085 Pearl St., Ste 103	Sharp MX-M4071		
Constable Pct. 8	525 Lakeshore Dr., Port Arthur	Sharp MX-M5071		
County Clerk	1001 Pearl St.	Sharp MX-M4071		
County Clerk - Election Barn	1001 Pearl St.	Sharp MX-M4071		
County Clerk - Voting Election Barn	7965 Viterbo Rd.	Sharp MX-M4071		
County Court at Law #1	1085 Pearl St.	Sharp MX-M4071		
County Court at Law #2	1085 Pearl St.	Sharp MX-M4071		
County Judge	1149 Pearl St.	Sharp MX-M4071		
Criminal District Court	1085 Pearl St., 2nd Fl	Sharp MX-M4071		
Criminal District Court	1085 Pearl St., 2nd Fl	Sharp MX-M4071		
CSCD/Adult Prob.	800 4th St., Port Arthur	Sharp MX-M5071		
CSCD/Adult Prob. - Bmt PSI #230	820 Neches St.	Sharp MX-M5071		
CSCD/Adult Prob. - Drug Div.	820 Neches St., #136	Sharp MX-M5071		
CSCD/Adult Prob. - PA	800 4th St., Port Arthur	Sharp MX-M5071		
CSCD/Adult Prob. - Room 111	820 Neches St., #111	Sharp MX-M5071		
CSCD/Adult Prob. - Room 231	820 Neches St., #231	Sharp MX-M5071		
CSCD/Adult Prob. - Women's Center	145 S 11th St.	Sharp MX-M4071		
DA - 3rd Floor - Trial Division	1085 Pearl St., #300	Sharp MX-M4071		
DA - In-Take Director	1085 Pearl St., #300	Sharp MX-M4071		
Distrcit Clerk - Room 203	1001 Pearl St., #203	Sharp MX-M4071		
District Clerk - Domestic Relations	1149 Pearl St.	Sharp MX-M4071		
District Clerk - Records Mgmt.	1001 Pearl St., #203	Sharp MX-M4071		
Drug Impact Court	215 Franklin St.	Sharp MX-M4071		
Environmental Control	7933 Viterbo Rd.	Sharp MX-M4071		
Health & Welfare #2 PA	800 4th St., Port Arthur	Sharp MX-M5071		
Human Resources	215 Franklin St., #201	Sharp MX-M4071		
Jail - Admin	5030 Hwy 69 South	Sharp MX-M4071		

Initial _____

Jefferson County Schedule B Equipment List

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Location	Address	Model	ID #	Serial #
Jail - Admin Office on Rt	5030 Hwy 69 South	Sharp MX-M4071		
Jail - Correctional - Education	5030 Hwy 69 South	Sharp MX-M4071		
Jail - Lieutenants Office	5030 Hwy 69 South	Sharp MX-M4071		
JP Pct 1 - PL 1	1001 Pearl St., #105	Sharp MX-M4071		
JP Pct. 6	1225 Pearl St.	Sharp MX-M4071		
Justice Court Pct. 8	525 Lakeshore Dr., Port Arthur	Sharp MX-M5071		
Juvenile Detention	5326 US 69 South (Access Rd.)	Sharp MX-M5071		
Juvenile Probation	5326 US 69 South (Access Rd)	Sharp MX-M5071		
Juvenile Probation	5326 US 69 South (Access Rd)	Sharp MX-M5071		
Juvenile Probation - PA 2nd Floor	900 4th St., Port Arthur 2nd Fl	Sharp MX-M5071		
MIS Dept - 6th Floor	1149 Pearl St, 6th Fl	Sharp MX-M4071		
Public Health #1 (Health & Welfare)	1295 Pearl St.	Sharp MX-M4071		
Public Health #1 (Health & Welfare)	1295 Pearl St.	Sharp MX-M4071		
Public Health #2 PA (Health & Welfare)	800 4th St., Port Arthur	Sharp MX-M4071		
Purchasing / County Law Libray	1149 Pearl St.	Sharp MX-M4071		
Purchasing Dept.	1149 Pearl St.	Sharp MX-M4071		
R & B Pct. 1 - Commish	20205 Hwy 90 West	Sharp MX-M4071		
R & B Pct. 2 - Commish	7759 Viterbo Rd.	Sharp MX-M5071		
R & B Pct. 4 - Service Center	7780 Boyt Rd.	Sharp MX-M5071		
Regional Crime Lab	5030 Hwy 69 South	Sharp MX-M4071		
Risk Mgmt. - 2nd Floor	215 Franklin St., #202	Sharp MX-M4071		
Sheriff Dept.	1001 Pearl St., Ste 103	Sharp MX-M4071		
Sheriff Dept.	1001 Pearl St., Ste 103	Sharp MX-M4071		
Sheriff Dept.	1001 Pearl St., #103	Sharp MX-M4071		
Sheriff Dept. - Training	5030 Hwy 69 South	Sharp MX-M5071		
Sheriff Dept. - Warrants	1001 Pearl St., #103	Sharp MX-M4071		
Sub Courthouse PA - Shared - R&B Pct 3	525 Lakeshore Dr., Port Arthur	Sharp MX-M5071		
Tax Office	1149 Pearl St.	Sharp MX-M4071		
Tax Office	1149 Pearl St.	Sharp MX-M4071		
Tax Office - 1st Floor	1149 Pearl St.	Sharp MX-M4071		
Tax Office - Mid-County	4605 Jerry Ware	Sharp MX-M4071		
Veteran Services Bmt	1149 Pearl St.	Sharp MX-M4071		
Victims' Assistance Center	215 Franklin St.	Sharp MX-M4071		

Initial _____

Jefferson County Schedule C Equipment List

- Non-leased MFPs under F4 service

function4

Location	Address	Model	ID #	Serial #
136th District Court	1001 Pearl St., #204	MX-M465N	46084	5500239X
252nd Criminal District Court	1085 Pearl St., 2nd Fl mailroom	MX-M465N		
279th District Court	1149 Pearl St., 2nd Fl	MX-M465N	46090	4500786X
Airport	5000 Jerry Ware Dr.	MX-M465N	46121	55013059
Ben Roger's Regional Visitors Center	5055 IH-10 Access Rd.	MX-5071	3A4877	03035261
Collections/Family/Pre-trial	1225 Pearl St.	MX-M465N	46099	55013559
Constable Pct. 4	19217 Hwy 365	MX-M465N	46116	55004078U
Constable Pct. 6	1225 Pearl St., #101	MX-M465N	46098	55013939
County Court at Law #3	1085 Pearl St.	MX-M465N	46085	4500790X
DA - Sub-Court	1001 Pearl St., 3rd Fl	MX-M465N	46122	55004308
Dispute Resolution	215 Franklin, #131A	MX-M465N	46112	55013117
Employee Health	1225 Pearl St., #146A	MX-M465N	46105	55013929
Engineering Dept.	1149 Pearl St., 5th Fl	MX-M465N	46097	55004908
Family Conference	215 Franklin St., #157	MX-M465N	46113	55016230
Jail - Boot Camp - Alternate School	5030 Hwy 69 South	MX-M465N	46056	55003638
Jail - ID Forensics	5030 Hwy 69 South	MX-M465N	46055	55014059U
JP Pct. 1 - PL 2	1001 Pearl St., #104	MX-M465N	46078	55016190
JP Pct. 4	19217 FM 365	MX-M465N	46115	55012519
Maintenance Dept. - Beaumont	1149 Pearl St.	MX-M465N	46100	55013629
Maintenance Dept. - Mid-County	7933 Viterbo Rd., Suite 1	MX-M465N	46124	55005058
Mosquito Dept.	8905 1st St.	MX-M465N	46144	55003708
Print Shop	1149 Pearl St., Basement	C2060	3A3363	A85E011000553
Print Shop	1149 Pearl St., Basement	MX-M1205	3A3362	75000738
R & B Pct. 3 - Service Center	5700 Jade Ave.	MX-M465N	46133	55013949
R & B Pct. 3 - Stockpile	5700 Jade Ave.	MX-M4071	3A4876	03008331
R & B Pct. 4 - Commish	1149 Pearl St., 4th Fl	FS-1135	3A1975	NR42210363
Service Center	7789 Viterbo Rd.	MX-M465N	46104	55016200K
Sheriff Dept.	1001 Pearl St., Suite 103	MX-M465N	46072	5500240X
Sheriff Dept.	1001 Pearl St., Suite 103	MX-M465N	46071	5500298X
Sheriff Dept. - Narcotics Division	6000 Airline Dr.	MX-M465N	46137	55013749
Sheriff Dept. - Security	1001 Pearl St., Suite 103	MX-M465N	46069	55014269
Sub Courthouse PA	525 Lakeshore Dr., PA 2nd Fl	MX-M465N		
Tax Office - Assessor	1149 Pearl St.	MX-M465N	46096	55004498
Tax Office - Assessor	1149 Pearl St.	MX-M465N	46088	55017170
Tax Office - Sub-Courthouse	525 Lakeshore Dr., Port Arthur	MX-M465N	46131	55004358
Treasurer's Office	1149 Pearl St.	MX-M465N	44671	45030783
Veterans Affairs - PA	900 4th St., Port Arthur 1st Fl	MX-M465N	46147	5500265X
Women's Center	145 S. 11th St.	MX-M465N	46106	55004768

Initia

function4
EFFICIENCY EVOLVED

Networking and Software Acknowledgement Form

Date	
Customer #	

Company Jefferson County, Texas		Sales Rep Mark McKee	
Address 1149 Pearl St., 7th Floor	City Beaumont	State TX	Zip 77701
Key Contact Deb Clark	Phone# (409) 835-8599	Email syphrett@co.jefferson.tx.us	
IT Contact Jeff Ross	On-Site IT ☑	Phone# (409) 835-8447	Email ross@co.jefferson.tx.us

Power Requirements

15A / 120V ☑	20A / 120V ☑	20A / 208V ☐	30A / 250V ☐
			
NEMA: 5-15R Volts: 120V AC Amps: 15A	NEMA: 5-20R Volts: 120V AC Amps: 20A	NEMA: 6-20R Volts: 208-240V AC Amps: 20A	NEMA: L6-30R Volts: 250V AC Amps: 30A

All products require power filters, which prolong equipment life and improve image output consistency.

Power Requirement Acknowledgement

Customer acknowledges power requirements for the equipment and agrees to provide a proper electrical supply and receptacles for required outlet(s) checked in boxes. A dedicated outlet is recommended for any multifunction device, accessory, or print controller to minimize potential problems caused by voltage fluctuations.

I have read and acknowledge the above information to be accurate and understand the power requirements needed for the installation of my leased/purchased Function4 equipment. Initial _____

Networking Acknowledgement

Function4 will provide software and drivers for the equipment described in this document and will be responsible for installing said software on 5 workstations. Additional installations are $40 per workstation. If the listed network configuration changes after the initial installation and those changes require Function4 equipment to be re-configured, these services are chargeable. Ultimately, the customer is responsible for providing a functional network and associated hardware for the system connectivity. Function4 may require the assistance of the customer's network support staff, consultant, or contractor to complete the install. The customer is solely responsible for these costs. Any work or changes outside this scope of work may be subject to additional charges. Sensitive user IDs/passwords are not required on this submission but they must be available to the Function4 technician at time of install to avoid a chargeable return visit.

I have read and acknowledge the above information to be accurate and understand the required hardware/software needed for the installation of my leased/purchased Function4 equipment. Initial _____

Non-Networked Acknowledgement

Customer declines to have Function4 connect their equipment to a network at this time. The customer understands that network installation performed by Function4 at a later date may be a chargeable service. Network connectivity may require an additional purchase of a print controller from Function4. Standard print drivers will be provided to customer's IT agent. Initial NA

FMAudit Acknowledgement *(Please see your sales representative for additional information)*

FMAudit is Managed Print Services software that interacts with the Function4 product(s) to be installed and will permit web-based communication between my organization's networked print devices and the FMAudit Server for the purpose of automated meter reading. All services provided by this system fall under the Terms and Conditions in the Maintenance Agreement between Function4 and Customer. Initial _____

Remote Access Installation/Support

Function4 may choose to provide installation and remedies using web-based remote support in cooperation with customer personnel onsite. Permission to access the customer network using this process is always obtained prior to each incident. Customer agrees to work with Function4 support personnel by this method whenever convenient for both parties. Initial _____

Customer Signature		Customer Name	Jeff Branick
Title	County Judge	Date	08/25/2020

Expect a call from our IT Helpdesk to install drivers and connect remotely prior to installation

1ST AMENDMENT TO LEASE AGREEMENT

This first rental agreement amendment (the "First Amendment"), is made and entered into effective this 6th day of October, 2020, by and between Jefferson County, ("Lessor") and ACS Executive Air, LLC. ("Lessee").

RECITALS

Whereas on March 18th, 2019, Lessor and Lessee entered into a certain Private Hangar Land Lease Agreement (the "Lease Agreement"), whereby Lessee leased ground from Lessor;

Whereas Lessee demolished the severely dilapidated structure and slab, known as Hangar 4, and erected a private hangar of greater size on the site;

Whereas in September 1, 2020, Lessee completed construction of improvements and a Certificate of Completion from Lessee is included to the lease agreement as Exhibit C;

Whereas per the terms of the lease, Lessee provided a final survey of the improvements and legal description of the premises, with said survey and legal description is included to the lease agreement as Exhibit D;

Whereas the parties desire to amend the term of the Lease Agreement.

NOW, THEREFORE, IT IS HEREBY AGREED **SECTION 1. PREMISES** IS HEREBY AMENDED IN ITS ENTIRETY TO READ AS FOLLOWS:

1. **Premises**. Lessor is the owner and operator of the Jack Brooks Regional Airport ("Airport"). LESSOR hereby lets to LESSEE and LESSEE hereby leases from LESSOR the tract of land generally described as the Hangar 4 Location of Jack Brooks Regional Airport Hangar Park, survey and legal description detailed in Exhibit D attached, containing 35,235 square feet, more or less, located at the Airport; together with the right to use and enjoy all improvements thereon, whether existing or constructed or to be constructed, referred to herein as the "premises" or "leased premises."

NOW, THEREFORE, IT IS HEREBY AGREED **SECTION 5. RENT** IS HEREBY AMENDED IN ITS ENTIRETY TO READ AS FOLLOWS:

5. **Rent**. As rent for the premises and the Lessee's right and privileges hereunder, the Lessee agrees to pay the Lessor in accordance with the following schedule:

Years	Annual Base Rent
1-5	$0.24 per sq. ft.
6-10	$0.25 per sq. ft.
11-15	$0.26 per sq. ft.
16-20	$0.27 per sq. ft.
21-25	$0.28 per sq. ft.

26-30	$0.29 per sq. ft.
31-35	$0.30 per sq. ft.
36-39	$0.31 per sq. ft.

for the exclusive use of approximately 35,235 square feet of land. Rents shall be paid in monthly installments, in advance, on the first day of each month, in a sum equal to 1/12 of such annual base rent. Rental installments not paid by the fifteenth (15th) day of the month in which due shall bear interest from the fifteenth day of the month due until paid at the rate of 10% per annum.

The annual rent began March 1, 2020 was based on the initial square footage estimate of 22,750 square feet, for an annual rent of $5,460.00 paid in monthly installments of $455.00.

For the period of October 1, 2020 thru February 28, 2025, the ground rent will be based on 35,235 square feet at a rate of $0.24, for an annual rate of $8,456.40, to be paid in monthly installments of $704.70.

LESSOR: Jack Brooks Regional Airport

By:_____
Jeff Branick – Jefferson County Judge

LESSEE: ACS Executive Air, LLC

By:_____
ACS Executive Air, LLC
Authorized Representative – ACS Executive Air, LLC

Exhibit C – Certificate of Completion

APEX CONSTRUCTION

Letter of Substantial Completion

Project- New Ground up Construction of Hangar at Jack Brooks Airport

Owner- ACS Executive Air LLC

General Contractor- Apex Construction

This letter is to serve as substantial completion for the ACS Executive Air Hangar project at 4760 Parker dr. Beaumont, TX.

1. All work has been performed in accordance with the terms of the Owner/ Contractor Agreement.
2. All Work has been completed in conformity with the project Engineering and design drawings and documents.
3. This certificate does not constitute an acceptance of any work not in accordance with the contract documents nor is it a release of contractor's obligation to complete the work in accordance with the contract documents. The warranty for all work completed subsequent to the date of substantial completion expires one year from the date of this final acceptance.

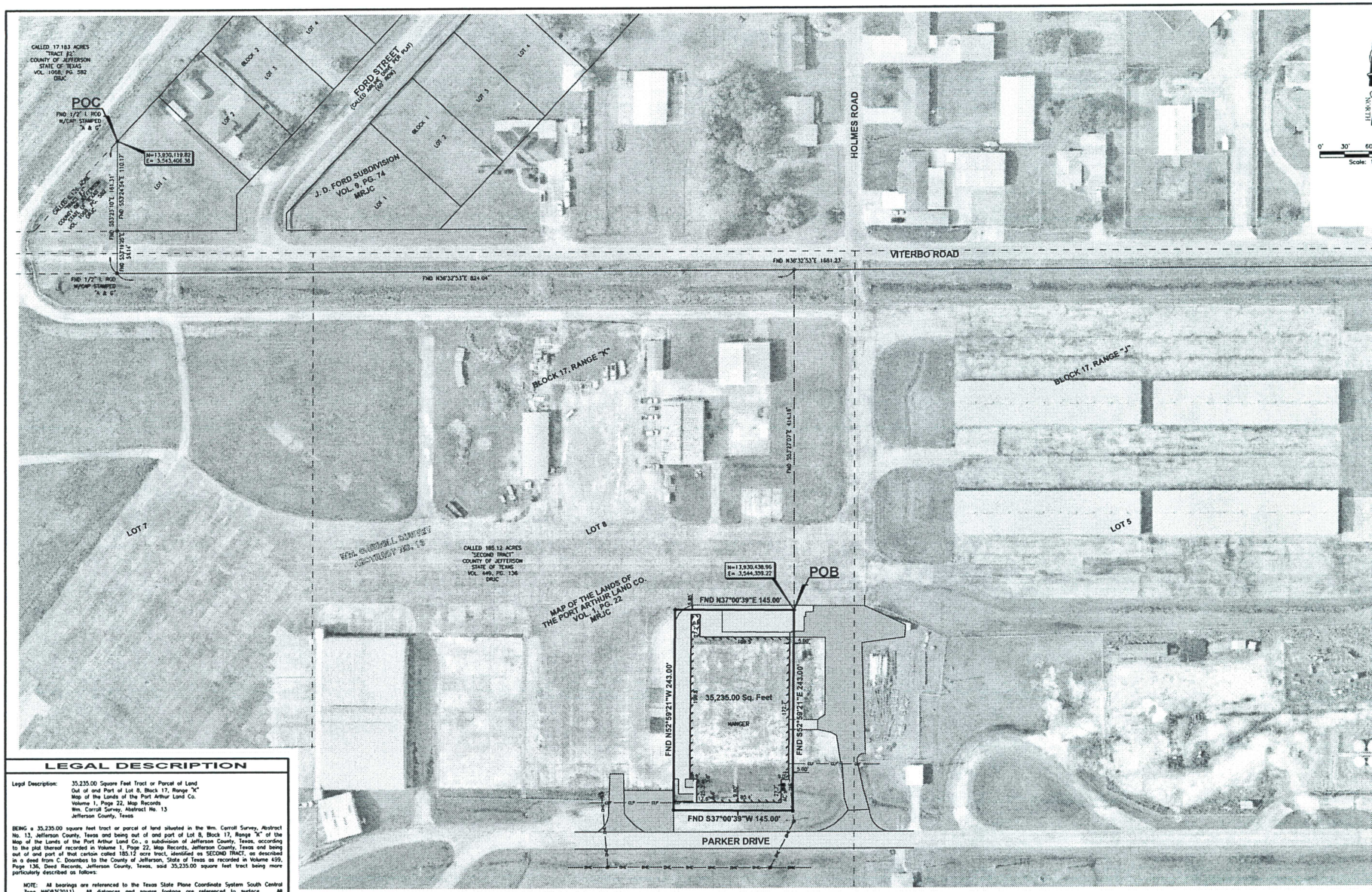
The date of Substantial Completion for this project is September 1st 2020.

Respectfully,

Ryan McGee

Apex Construction

Exhibit D – Final Survey and Legal Descrition



LEGAL DESCRIPTION

Legal Description: 35,235.00 Square Feet Tract or Parcel of Land
Out of and Part of Lot 8, Block 17, Range "K"
Map of the Lands of the Port Arthur Land Co.
Volume 1, Page 22, Map Records
Wm. Carroll Survey, Abstract No. 13
Jefferson County, Texas

BEING a 35,235.00 square feet tract or parcel of land situated in the Wm. Carroll Survey, Abstract No. 13, Jefferson County, Texas and being out of and part of Lot 8, Block 17, Range "K" of the Map of the Lands of the Port Arthur Land Co., a subdivision of Jefferson County, Texas, according to the plat thereof recorded in Volume 1, Page 22, Map Records, Jefferson County, Texas and being out of and part of that certain called 185.12 acre tract, identified as SECOND TRACT, as described in a deed from C. Doornbos to the County of Jefferson, State of Texas as recorded in Volume 499, Page 136, Deed Records, Jefferson County, Texas, said 35,235.00 square feet tract being more particularly described as follows:

NOTE: All bearings are referenced to the Texas State Plane Coordinate System South Central Zone NAD83(2011). All distances and square footage are referenced to surface. All coordinates in feet referenced to grid. Scale Factor is 0.999926300.

COMMENCING at a 1/2" iron rod with a cap stamped "A&C" found for an angle point in the Westerly line of Lot 1, Block 2 of the J.D. Ford Subdivision, a subdivision of the City of Nederland, Jefferson County, Texas, according to the plat thereof recorded in Volume 9, Page 74, Map Records, Jefferson County, Texas and being the most Northerly corner of that certain called 0.126 acre tract of land, identified as Tract #3, as described in a "Right-of-Way Deed" from J.D. Ford and wife, Vera Ford to the County of Jefferson, State of Texas as recorded in Volume 1068, Page 582, Deed Records, Jefferson County, Texas and being in the Easterly line of that certain called 17.183 acre tract, identified as Tract #2, as described in a "Right-of-Way Deed" from J.D. Ford and wife, Vera Ford to the County of Jefferson, State of Texas as recorded in Volume 1068, Page 582, Deed Records, Jefferson County, Texas, said corner having coordinates of N: 13,830,119.82, E: 3,543,406.38;

THENCE SOUTH 53°23'10" EAST, along and with the boundary between the said 0.126 acre Jefferson County tract and the said Lot 1, Block 2 of the J.D. Ford Subdivision and over Viterbo Road, for a distance of 161.31 feet to a 1/2" iron rod with a cap stamped "A&C" found for corner, said corner being in the Southeasterly right-of-way line of Viterbo Road and the Northwesterly line of the said 185.12 acre Jefferson County tract;

THENCE NORTH 36°32'53" EAST, along and with the Southeasterly right-of-way line of Viterbo Road and the Northwesterly line of the said 185.12 acre Jefferson County tract, for a distance of 824.04 feet to a point;

THENCE SOUTH 53°27'07" EAST, over and across the said 185.12 acre Jefferson County tract and perpendicular to the Southeasterly right-of-way line of Viterbo Road and the Northwesterly line of the said 185.12 acre Jefferson County tract for a distance of 414.16 feet to the POINT OF BEGINNING of the tract herein described;

THENCE SOUTH 52°59'21" EAST, continuing over and across the said 185.12 acre Jefferson County tract, for a distance of 243.00 feet to a point for corner;

THENCE SOUTH 37°00'39" WEST, for a distance of 145.00 feet to a point for corner;

THENCE NORTH 52°59'21" WEST, for a distance of 243.00 feet to a point for corner;

THENCE NORTH 37°00'39" EAST, for a distance of 145.00 feet to the POINT OF BEGINNING and containing 0.8089 Acres, more or less.

SURVEYOR'S NOTES

1. No observable evidence of changes in street right of way lines completed, and available from the controlling jurisdiction and no observable evidence of recent street or sidewalk construction or repairs.
2. All statements within the certification, and other references located elsewhere hereon, related to: utilities, improvements, structures, buildings, party walls, parking, easements, servitude's, and encroachments are based solely on above ground, visible evidence, unless another source of information is specifically referenced hereon.
3. Nothing in this survey is intended to express an opinion regarding ownership or title.
4. The word certify is understood to be an expression of professional judgment by the surveyor, which is based on his best knowledge, information and belief, formed in the course of his performing the survey in compliance with the standards of practice required and promulgated by the Texas board of professional land surveyors and the Texas society of professional surveyors. as such, it constitutes neither a guarantee nor a warranty, expressed or implied.
5. The Title Description and Schedule B items hereon are from Texas Regional Title, Commitment 29501-MM, Dated September 17, 2020.
6. All bearings are referenced to the Texas State Plane Coordinate System South Central Zone NAD83(2011). All distances and square footage are referenced to surface. All coordinates in feet referenced to grid. Scale Factor is 0.999926300.

LEGEND

- POWER POLE
- OHE — OVERHEAD ELECTRIC
- STREET LIGHT
- CLF — CHAIN LINK FENCE
- CONCRETE
- ASPHALT

SCHEDULE "B" NOTES

1a. Restrictions as set forth in Vol. 1351, Page 250 Deed Records of Jefferson County,Texas; but omitting any covenant or restriction based on race, color, religion, sex, handicap, familial status or national origin unless and only to the extent that said covenant (a) is exempt under Chapter 42, Section 3604 of the United States Code or (b) relates to handicap but does not discriminate against handicapped persons. (Property Subject to)

1b. Property is included within the Airport Zoning Regulations of the Jefferson County Airport recorded in Vol. 787, Page 468 Deed Records of Jefferson County, Texas; but omitting any covenant or restriction based on race, color, religion, sex, handicap, familial status or national origin unless and only to the extent that said covenant (a) is exempt under Chapter 42, Section 3604 of the United States Code or (b) relates to handicap but does not discriminate against handicapped persons. (Property Subject to)

10f. Joint use Agreement between State of Texas, the Texas Department of Transportation and Jefferson County, Texas, recorded under County Clerk's File No. 2005014679 Official Public Records of Jefferson County, Texas. (Does Not Appear to Affect Subject Tract)

10g. Utility easement in favor of Gulf States Utilities Company recorded in Vol. 1127, Page 530 Deed Records of Jefferson County, Texas. (Does Not Appear to Affect Subject Tract)

10h. Utility easement in favor of Gulf States Utilities Company recorded in Vol. 1805, Page 377 Deed Records of Jefferson County, Texas. (Does Not Appear to Affect Subject Tract)

10i. Utility easement executed by Jefferson County recorded under County Clerk's File No. 2006033050 Official Public Records of Jefferson County, Texas. (Does Not Appear to Affect Subject Tract)

10j. Pipeline right of way and easement executed by Jefferson County in favor of BHP Petroleum (Americas) Inc., recorded under County Clerk's Film Code No. 101-56-2509 Real Property Records of Jefferson County, Texas. (Does Not Appear to Affect Subject Tract)

FLOOD INFOR

By graphic plotting only, this property is located in Zone "C" of the Flood I
0285-C, which bears an effective date of November 20, 1991 and is NOT
was performed to determine this Zone and an elevation certificate may b
variance from the Federal Emergency Management Agency.

Zone "C" are areas determined to be outside the 100-year flood plan.

SURVEYOR'S CER

To : Commerce Bank, ACS Executive Air, LLC and Old Republ

This is to certify that this map or plat and the survey on which
the 2016 Minimum Standard Detail Requirements for ALTA/NS
and adopted by ALTA and NSPS, and includes items 1, 3, 4, 7a

The field work was completed on September 1, 2020.
Date of Plat or Map: September 22, 2020

STATE OF TEXAS
REGISTERED
THOMAS S. RO
5728
PROFESSIONAL
LAND SURVEY

THOMAS S. ROWE - REGISTERED PROFESSIONAL LAN

TEXAS DEPARTMENT OF TRANSPORTATION
GRANT FOR ROUTINE AIRPORT MAINTENANCE PROGRAM

(State Assisted Airport Routine Maintenance)

TxDOT Project ID: M2120BMPT

Part I - Identification of the Project

TO: The County of Jefferson, Texas

FROM: The State of Texas, acting through the Texas Department of Transportation

This Grant is made between the Texas Department of Transportation, (hereinafter referred to as the "State"), on behalf of the State of Texas, and the County of Jefferson, Texas, (hereinafter referred to as the "Sponsor").

This Grant Agreement is entered into between the State and the Sponsor shown above, under the authority granted and in compliance with the provisions of the Transportation Code Chapter 21.

The project is for **airport maintenance** at the BEAUMONT/PORT ARTHUR - JACK BROOKS RGNL Airport.

Part II - Offer of Financial Assistance

1. For the purposes of this Grant, the annual routine maintenance project cost, Amount A, is estimated as found on Attachment A, Scope of Services, attached hereto and made a part of this grant agreement.

   State financial assistance granted will be used solely and exclusively for airport maintenance and other incidental items as approved by the State. Actual work to be performed under this agreement is found on Attachment A, Scope of Services. State financial assistance, Amount B, will be for fifty percent (50%) of the eligible project costs for this project or $50,000.00, whichever is less, per fiscal year and subject to availability of state appropriations.

   Scope of Services, Attachment A, of this Grant, may be amended, subject to availability of state funds, to include additional approved airport maintenance work. Scope amendments require submittal of an Amended Scope of Services, Attachment A.

   Services will not be accomplished by the State until receipt of Sponsor's share of project costs.

Only work items as described in Attachment A, Scope of Services of this Grant are reimbursable under this grant.

Work shall be accomplished by August 31, 2021, unless otherwise approved by the State.

2. The State shall determine fair and eligible project costs for work scope. Sponsor's share of estimated project costs, Amount C, shall be as found on Attachment A and any amendments.

It is mutually understood and agreed that if, during the term of this agreement, the State determines that there is an overrun in the estimated annual routine maintenance costs, the State may increase the grant to cover the amount of the overrun within the above stated percentages and subject to the maximum amount of state funding.

The State will not authorize expenditures in excess of the dollar amounts identified in this Agreement and any amendments, without the consent of the Sponsor.

3. Sponsor, by accepting this Grant certifies and, upon request, shall furnish proof to the State that it has sufficient funds to meet its share of the costs. The Sponsor grants to the State the right to audit any books and records of the Sponsor to verify expended funds.

Upon execution of this Agreement and written demand by the State, the Sponsor's financial obligation (Amount C) shall be due in cash and payable in full to the State. State may request the Sponsor's financial obligation in partial payments. Should the Sponsor fail to pay their obligation, either in whole or in part, within 30 days of written demand, the State may exercise its rights under Paragraph V-3. Likewise, should the State be unwilling or unable to pay its obligation in a timely manner, the failure to pay shall be considered a breach and the Sponsor may exercise any rights and remedies it has at law or equity.

The State shall reimburse or credit the Sponsor, at the financial closure of the project, any excess funds provided by the Sponsor which exceed Sponsor's share (Amount C).

4. The Sponsor specifically agrees that it shall pay any project costs which exceed the amount of financial participation agreed to by the State. It is further agreed that the Sponsor will reimburse the State for any payment or payments made by the State which are in excess of the percentage of financial assistance (Amount B) as stated in Paragraph II-1.

5. Scope of Services may be accomplished by State contracts or through local contracts of the Sponsor as determined appropriate by the State. All locally contracted work must be approved by the State for scope and reasonable cost. Reimbursement requests for locally contracted work shall be submitted on forms provided by the State and shall include copies of the invoices for materials or services. Payment shall be made for no more than 50% of allowable charges.

   The State will not participate in funding for force account work conducted by the Sponsor.

6. This Grant shall terminate upon completion of the scope of services.

Part III - Sponsor Responsibilities

1. In accepting this Grant, if applicable, the Sponsor guarantees that:

   a. it will, in the operation of the facility, comply with all applicable state and federal laws, rules, regulations, procedures, covenants and assurances required by the State in connection with this Grant; and

   b. the Airport or navigational facility which is the subject of this Grant shall be controlled by the Sponsor for a period of at least 20 years; and

   c. consistent with safety and security requirements, it shall make the airport or air navigational facility available to all types, kinds and classes of aeronautical use without discrimination between such types, kinds and classes and shall provide adequate public access during the period of this Grant; and

   d. it shall not grant or permit anyone to exercise an exclusive right for the conduct of aeronautical activity on or about an airport landing area. Aeronautical activities include, but are not limited to scheduled airline flights, charter flights, flight instruction, aircraft sales, rental and repair, sale of aviation petroleum products and aerial applications. The landing area consists of runways or landing strips, taxiways, parking aprons, roads, airport lighting and navigational aids; and

   e. through the fence access shall be reviewed and approved by the State; and

   f. it shall not permit non-aeronautical use of airport facilities without prior approval of the State; and

g. the Sponsor shall submit to the State annual statements of airport revenues and expenses when requested; and

h. all fees collected for the use of the airport shall be reasonable and nondiscriminatory. The proceeds from such fees shall be used solely for the development, operation and maintenance of the airport or navigational facility; and

i. an Airport Fund shall be established by resolution, order or ordinance in the treasury of the Sponsor, or evidence of the prior creation of an existing airport fund or properly executed copy of the resolution, order, or ordinance creating such a fund, shall be submitted to the State. The fund may be an account as part of another fund, but must be accounted for in such a manner that all revenues, expenses, retained earnings, and balances in the account are discernible from other types of moneys identified in the fund as a whole. All fees, charges, rents, and money from any source derived from airport operations must be deposited in the Airport Fund and shall not be diverted to the general revenue fund or another revenue fund of the Sponsor. All expenditures from the Airport Fund shall be solely for airport purposes. Sponsor shall be ineligible for a subsequent grant or loan by the State unless, prior to such subsequent grant or loan, Sponsor has complied with the requirements of this subparagraph; and

j. the Sponsor shall operate runway lighting at least at low intensity from sunset to sunrise; and

k. insofar as it is reasonable and within its power, Sponsor shall adopt and enforce zoning regulations to restrict the height of structures and use of land adjacent to or in the immediate vicinity of the airport to heights and activities compatible with normal airport operations as provided in Tex. Loc. Govt. Code Ann. Sections 241.001 et seq. (Vernon and Vernon Supp.). Sponsor shall also acquire and retain aviation easements or other property interests in or rights to use of land or airspace, unless sponsor can show that acquisition and retention of such interest will be impractical or will result in undue hardship to Sponsor. Sponsor shall be ineligible for a subsequent grant or loan by the State unless Sponsor has, prior to subsequent approval of a grant or loan, adopted and passed an airport hazard zoning ordinance or order approved by the State.

l. mowing services will not be eligible for state financial assistance. Sponsor will be responsible for 100% of any mowing services.

2. The Sponsor, to the extent of its legal authority to do so, shall save harmless the State, the State's agents, employees or contractors from all claims and liability due to activities of the Sponsor, the Sponsor's agents or employees performed under this agreement. The Sponsor, to the extent of its legal authority to do so, shall also save harmless the State, the State's agents, employees or contractors from any and all expenses, including attorney fees which might be incurred by the State in litigation or otherwise resisting claim or liabilities which might be imposed on the State as the result of those activities by the Sponsor, the Sponsor's agents or employees.

3. The Sponsor's acceptance of this Offer and ratification and adoption of this Grant shall be evidenced by execution of this Grant by the Sponsor. The Grant shall comprise a contract, constituting the obligations and rights of the State of Texas and the Sponsor with respect to the accomplishment of the project and the operation and maintenance of the airport.

   If it becomes unreasonable or impractical to complete the project, the State may void this agreement and release the Sponsor from any further obligation of project costs.

4. Upon entering into this Grant, Sponsor agrees to name an individual, as the Sponsor's Authorized Representative, who shall be the State's contact with regard to this project. The Representative shall receive all correspondence and documents associated with this grant and shall make or shall acquire approvals and disapprovals for this grant as required on behalf of the Sponsor, and coordinate schedule for work items as required.

5. By the acceptance of grant funds for the maintenance of eligible airport buildings, the Sponsor certifies that the buildings are owned by the Sponsor. The buildings may be leased but if the lease agreement specifies that the lessee is responsible for the upkeep and repairs of the building no state funds shall be used for that purpose.

6. Sponsor shall request reimbursement of eligible project costs on forms provided by the State. All reimbursement requests are required to include a copy of the invoices for the materials or services. The reimbursement request will be submitted no more than once a month.

7. The Sponsor's acceptance of this Agreement shall comprise a Grant Agreement, as provided by the Transportation Code, Chapter 21, constituting the contractual obligations and rights of the State of Texas and the Sponsor with respect to the accomplishment of the airport maintenance and compliance with the assurances and conditions as provided. Such Grant Agreement shall become effective upon the State's written Notice to Proceed issued following execution of this agreement.

Part IV - Nomination of the Agent

1. The Sponsor designates the State as the party to receive and disburse all funds used, or to be used, in payment of the costs of the project, or in reimbursement to either of the parties for costs incurred.

2. The State shall, for all purposes in connection with the project identified above, be the Agent of the Sponsor. The Sponsor grants the State a power of attorney to act as its agent to perform the following services:

   a. accept, receive, and deposit with the State any and all project funds granted, allowed, and paid or made available by the Sponsor, the State of Texas, or any other entity;

   b. enter into contracts as necessary for execution of scope of services;

   c. if State enters into a contract as Agent: exercise supervision and direction of the project work as the State reasonably finds appropriate. Where there is an irreconcilable conflict or difference of opinion, judgment, order or direction between the State and the Sponsor or any service provider, the State shall issue a written order which shall prevail and be controlling;

   d. receive, review, approve and pay invoices and payment requests for services and materials supplied in accordance with the State approved contracts;

   e. obtain an audit as may be required by state regulations; the State Auditor may conduct an audit or investigation of any entity receiving funds from TxDOT directly under this contract or indirectly through a subcontract under this contract. Acceptance of funds directly under this contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the State Auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

   f. reimburse sponsor for approved contract maintenance costs no more than once a month.

Part V - Recitals

1. This Grant is executed for the sole benefit of the contracting parties and is not intended or executed for the direct or incidental benefit of any third party.

2. It is the intent of this grant to not supplant local funds normally utilized for airport maintenance, and that any state financial assistance offered under this grant be in addition to those local funds normally dedicated for airport maintenance.

3. This Grant is subject to the applicable provisions of the Transportation Code, Chapters 21 and 22, and the Airport Zoning Act, Tex. Loc. Govt. Code Ann. Sections 241.001 et seq. (Vernon and Vernon Supp.). Failure to comply with the terms of this Grant or with the rules and statutes shall be considered a breach of this contract and will allow the State to pursue the remedies for breach as stated below.

   a. Of primary importance to the State is compliance with the terms and conditions of this Grant. If, however, after all reasonable attempts to require compliance have failed, the State finds that the Sponsor is unwilling and/or unable to comply with any of the terms of this Grant, the State, may pursue any of the following remedies: (1) require a refund of any financial assistance money expended pursuant to this Grant, (2) deny Sponsor's future requests for aid, (3) request the Attorney General to bring suit seeking reimbursement of any financial assistance money expended on the project pursuant to this Grant, provided however, these remedies shall not limit the State's authority to enforce its rules, regulations or orders as otherwise provided by law, (4) declare this Grant null and void, or (5) any other remedy available at law or in equity.

   b. Venue for resolution by a court of competent jurisdiction of any dispute arising under the terms of this Grant, or for enforcement of any of the provisions of this Grant, is specifically set by Grant of the parties in Travis County, Texas.

4. The State reserves the right to amend or withdraw this Grant at any time prior to acceptance by the Sponsor. The acceptance period cannot be greater than 30 days after issuance unless extended by the State.

5. This Grant constitutes the full and total understanding of the parties concerning their rights and responsibilities in regard to this project and shall not be modified, amended, rescinded or revoked unless such modification, amendment, rescission or revocation is agreed to by both parties in writing and executed by both parties.

6. All commitments by the Sponsor and the State are subject to constitutional and statutory limitations and restrictions binding upon the Sponsor and the State (including Sections 5 and 7 of Article 11 of the Texas Constitution, if applicable) and to the availability of funds which lawfully may be applied.

Part VI - Acceptances

Sponsor

The County of Jefferson, Texas, does ratify and adopt all statements, representations, warranties, covenants, agreements, and all terms and conditions of this Grant.

The County of Jefferson, Texas

Sponsor

Sponsor Signature

County Judge

Sponsor Title

10-06-2020

Date

Acceptance of the State

Executed by and approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out the orders, established policies or work programs and grants heretofore approved and authorized by the Texas Transportation Commission.

STATE OF TEXAS

TEXAS DEPARTMENT OF TRANSPORTATION

_____

Signature

_____

Title

_____

Date

Attachment A

Scope of Services
TxDOT Project ID: M2120BMPT

Eligible Scope Item	Estimated Costs Amount A	State Share Amount B	Sponsor Share Amount C
GENERAL MAINTENANCE	$100,000.00	$50,000.00	$50,000.00
TOTAL	$100,000.00	$50,000.00	$50,000.00

_____

Sponsor Signature

_____

Sponsor Title

_____

Date

GENERAL MAINTENANCE: As needed, Sponsor may contract for services / purchase materials for routine maintenance / improvement of airport pavements, signage, drainage, AWOS systems, approach aids, lighting systems, utility infrastructure, fencing, herbicide / application, sponsor owned and operated fuel systems, hangars, terminal buildings and security systems; professional services for environmental compliance, approved project design. Special projects to be determined and added by amendment.

Only work items as described in Attachment A, Scope of Services of this Grant are reimbursable under this grant.

CERTIFICATION OF AIRPORT FUND

TxDOT Project ID: M2120BMPT

The County of Jefferson, Texas, does certify that an Airport Fund has been established for the Sponsor, and that all fees, charges, rents, and money from any source derived from airport operations will be deposited for the benefit of the Airport Fund and will not be diverted for other general revenue fund expenditures or any other special fund of the Sponsor and that all expenditures from the Fund will be solely for airport purposes. The fund may be an account as part of another fund, but must be accounted for in such a manner that all revenues, expenses, retained earnings, and balances in the account are discernible from other types of moneys identified in the fund as a whole.

_____

Sponsor Signature

_____

Sponsor Title

_____

Date

Certification of State Single Audit Requirements

I, _____, do certify that the County of Jefferson, Texas, will comply with all requirements of the State of Texas Single Audit Act if the County of Jefferson, Texas, spends or receives more than the threshold amount in any grant funding sources during the most recently audited fiscal year. And in following those requirements, the County of Jefferson, Texas, will submit the report to the audit division of the Texas Department of Transportation. If your entity did not meet the threshold in grant receivables or expenditures, please submit a letter indicating that your entity is not required to have a State Single Audit performed for the most recent audited fiscal year.

_____

Sponsor Signature

_____

Sponsor Title

_____

Date

DESIGNATION OF SPONSOR'S AUTHORIZED REPRESENTATIVE

TxDOT Project ID: M2120BMPT

The County of Jefferson, Texas, designates,

,_____ as the Sponsor's authorized
(Name, Title)

representative, who shall receive all correspondence and documents associated with this grant and who shall make or shall acquire approvals and disapprovals for this grant as required on behalf of the Sponsor.

_____

Sponsor Signature

_____

Sponsor Title

_____

Date

DESIGNATED REPRESENTATIVE

_____

First Name, Last Name

_____

Title

_____

_____

Address

_____

Phone Number

_____

Email Address

Jefferson County

Memo

TO: FRAN LEE, FIRST ASSISTANT COUNTY AUDITOR

FROM: MARC DEROUEN, JUSTICE OF THE PEACE PCT. 2

DATE: SEPTEMBER 30, 2020

RE: PROPOSED BUDGET FOR 2020-2021

I am requesting a budget transfer in the amount of $18,000.00 as follows:

From: Account 120-2043-412.10-02 Assistants & Clerks

To: Account 120-2043 412.10-5 Extra Help

If you have any questions or concerns, please contact me.

Thank You,

Marc DeRouen

PUBLIC DEFENDER CONTRACT
CRIMINAL DISTRICT COURTS FOR
JEFFERSON COUNTY, TEXAS

CONTRACT AGREEMENT

This contract is agreed upon and entered into by the following parties: the Criminal District Court and/or 252nd District Court of Jefferson County, Texas ("Court") [appointing authority], Mike VanZandt, ("Attorney") [contractor], and Jefferson County, Texas ("County") [contracting authority] for the purpose of providing legal representation and services to indigent defendants who appear before the Court.

In compliance with the Jefferson County Criminal District Courts Indigent Representation Plan ("Plan"), which is incorporated herein and expressly made a part hereof for all purposes, Attorney agrees to serve as a Contract Public Defender in the Court and to comply with all applicable Plan provisions.

Attorney certifies that he meets all the qualifications required to serve as a Contract Public Defender pursuant to the Plan.

Scope of Contract: Attorney agrees to represent indigent criminal defendants in all cases assigned to Attorney in the Court with regard to all pre-trial and trial matters which have not been otherwise assigned to other indigent defendant trial counsel.

Compensation: Attorney agrees to accept $8750.00 per month to serve as Contract Public Defender. In addition, Attorney agrees to accept an additional compensation amount not to exceed $3000.00 annually to pay for required and reasonable Continuing Legal Education requirements, registrations, and travel expenses related thereto.

Additional Compensation: Attorney shall be reimbursed for reasonable and necessary expenses, including expenses for investigators, and mental health and other experts pursuant to Article 26.05, Texas Code of Criminal Procedure. Prior Court approval for these expenses should be obtained whenever possible. This also applies to cases the attorney may handle which may proceed to trial where the attorney is not released from representation of Defendant.

Term of Contract: This contract is in full force and effect on a **month-to-month basis** unless terminated by Attorney or by the Court. If this contract is terminated, Attorney will be relieved of all pending appointments and will not be required to continue representation in any case previously assigned.

Contract Termination: This contract may be terminated at-will by either Attorney or by the Court.

Independent Contractor: Attorney is not an employee of Jefferson County, but is an independent contractor who shall complete the requirements of this contract by Attorney's own means and methods of work, and in accordance with Attorney's professional legal judgment. In the course of representing any indigent criminal defendant, Attorney shall be in exclusive control of his professional legal judgment and shall freely and independently exercise same in the best interests of his client, and Attorney shall not be subject to the control of or supervision by the Court, unless otherwise specified in this contract. The indigent criminal defendant is the Attorney's client, not Jefferson County and not the Court. Attorney shall provide reasonably competent, zealous legal services to each indigent criminal defendant in accordance with Attorney's responsibilities under the Texas Disciplinary Rules of Professional Conduct and the Texas Code of Criminal Procedure.

Caseload/Workload Limitation: The maximum caseload allowed Attorney pursuant to their contract should not exceed 150 felony cases per year. The term "Case" referred to herein means a single charge or set of charges concerning a defendant in one court in one proceeding.

Standards of Representation:

(a) Attorney shall provide all services required by Senate Bill 7 as passed by the 77th General Session of the Texas Legislature in 2001, as it amends the Texas Code of Criminal Procedure. Attorneys are expected to handle Motions to Revoke Probation cases through final disposition.

(b) Attorney shall ensure continuity of representation of each indigent criminal defendant unless relieved or replaced in accordance with Article 26.04(j)(2), Texas Code Criminal Procedure.

(c) Attorney shall not re-assign, subcontract, or delegate any part of the services to be provided by Attorney under this contract unless first obtaining the approval of the Court. Any substitution of attorneys under this provision shall be made from the approved indigent appointment list for the Jefferson County Criminal District Courts.

(d) Attorney must submit a monthly invoice to be approved by the Court for payment.

(e) Attorney must maintain at least the minimum qualifications and requirements listed in the Plan.

(f) Attorney agrees to indemnify and hold harmless Jefferson County from any and all claims arising from the delivery of professional services under this contract.

(g) Attorney shall maintain an office in Jefferson County and the ability to receive facsimile and telephone communications 24 hours a day, 7 days a week.

(h) Attorney is prohibited from accepting any payments from any indigent criminal defendant, or any third party, for legal services provided in an assigned case.

(i) Attorney is prohibited from releasing confidential attorney-client information or work product related to any case covered by this contract except as permitted by the Texas Disciplinary Rules of Professional Conduct.

(j) Attorney must make all appearances as set in the assigned court a priority over other cases, unless the Court knows and agrees to approve resets prior to the Court date, and in accordance with Texas Government Code, Section 23.101, relating to preference to hearings and trials.

(k) The contract Attorney shall provide zealous legal representation to all clients in a professional, skilled manner consistent with all applicable laws and the Texas Disciplinary Rules of Professional Conduct.

(l) The Attorney shall make every reasonable effort to:

1. Contact the defendant by the end of the first working day after the date on which the attorney is appointed; and

2. Interview the defendant as soon as practicable after the attorney is appointed, but not later than five working days after appointment.

Conflict: In the event of a conflict of interest between Attorney and any indigent criminal defendant, Attorney shall immediately present such evidence to the Court and, if allowed, be permitted to withdraw from further representation. Such withdrawal shall not affect the other terms of this contract.

Administration: The Court will provide oversight and monitoring to assure that Attorney performs in accordance with the terms of this contract.

Forum Selection With Regard to Disputes Between the Parties: Venue of any proceedings arising under or with regards to this contract shall be in a court of competent jurisdiction in Jefferson County, Texas.

Additional Terms and Conditions:

(a) The cases handled under this contract shall all be non-capital.

(b) A determination that Attorney has provided false information in the materials submitted to the Court in response to, or as required under, the terms of the Plan will be grounds for immediate cancellation of this contract by the Court.

(c) Falsification of any report, invoice, or other documentation submitted by Attorney will be grounds for immediate cancellation of this contract by the Court.

(d) Attorney must, as soon as possible, inform the appointing authority if he/she is unable for any reason to fulfill these requirements for Indigent Representation timely, and/or or in accordance with applicable laws and rules for Indigent Representation as promulgated by the State of Texas.

Nicole Van Zandt
Contract Public Defender [contractor]

24064200
SBOT Number

8/17/2020
Date

Approved and Accepted:

Criminal District Court Judge,
[appointing authority]

8/12/2020
Date

County Judge,
Jefferson County, Texas
[contracting authority]

Date

252nd District Court Judge
[appointing authority]

8/18/2020
Date

PUBLIC DEFENDER CONTRACT
CRIMINAL DISTRICT COURTS FOR
JEFFERSON COUNTY, TEXAS

CONTRACT AGREEMENT

This contract is agreed upon and entered into by the following parties: the Criminal District Court and/or 252nd District Court of Jefferson County, Texas ("Court") [appointing authority], Marsha Normand, ("Attorney") [contractor], and Jefferson County, Texas ("County") [contracting authority] for the purpose of providing legal representation and services to indigent defendants who appear before the Court.

In compliance with the Jefferson County Criminal District Courts Indigent Representation Plan ("Plan"), which is incorporated herein and expressly made a part hereof for all purposes, Attorney agrees to serve as a Contract Public Defender in the Court and to comply with all applicable Plan provisions.

Attorney certifies that he meets all the qualifications required to serve as a Contract Public Defender pursuant to the Plan.

Scope of Contract: Attorney agrees to represent indigent criminal defendants in all cases assigned to Attorney in the Court with regard to all pre-trial and trial matters which have not been otherwise assigned to other indigent defendant trial counsel.

Compensation: Attorney agrees to accept $8750.00 per month to serve as Contract Public Defender. In addition, Attorney agrees to accept an additional compensation amount not to exceed $3000.00 annually to pay for required and reasonable Continuing Legal Education requirements, registrations, and travel expenses related thereto.

Additional Compensation: Attorney shall be reimbursed for reasonable and necessary expenses, including expenses for investigators, and mental health and other experts pursuant to Article 26.05, Texas Code of Criminal Procedure. Prior Court approval for these expenses should be obtained whenever possible. This also applies to cases the attorney may handle which may proceed to trial where the attorney is not released from representation of Defendant.

Term of Contract: This contract is in full force and effect on a **month-to-month basis** unless terminated by Attorney or by the Court. If this contract is terminated, Attorney will be relieved of all pending appointments and will not be required to continue representation in any case previously assigned.

Contract Termination: This contract may be terminated at-will by either Attorney or by the Court.

Independent Contractor: Attorney is not an employee of Jefferson County, but is an independent contractor who shall complete the requirements of this contract by Attorney's own means and methods of work, and in accordance with Attorney's professional legal judgment. In the course of representing any indigent criminal defendant, Attorney shall be in exclusive control of his professional legal judgment and shall freely and independently exercise same in the best interests of his client, and Attorney shall not be subject to the control of or supervision by the Court, unless otherwise specified in this contract. The indigent criminal defendant is the Attorney's client, not Jefferson County and not the Court. Attorney shall provide reasonably competent, zealous legal services to each indigent criminal defendant in accordance with Attorney's responsibilities under the Texas Disciplinary Rules of Professional Conduct and the Texas Code of Criminal Procedure.

Caseload/Workload Limitation: The maximum caseload allowed Attorney pursuant to their contract should not exceed 150 felony cases per year. The term "Case" referred to herein means a single charge or set of charges concerning a defendant in one court in one proceeding.

Standards of Representation:

(a) Attorney shall provide all services required by Senate Bill 7 as passed by the 77th General Session of the Texas Legislature in 2001, as it amends the Texas Code of Criminal Procedure. Attorneys are expected to handle Motions to Revoke Probation cases through final disposition.

(b) Attorney shall ensure continuity of representation of each indigent criminal defendant unless relieved or replaced in accordance with Article 26.04(j)(2), Texas Code Criminal Procedure.

(c) Attorney shall not re-assign, subcontract, or delegate any part of the services to be provided by Attorney under this contract unless first obtaining the approval of the Court. Any substitution of attorneys under this provision shall be made from the approved indigent appointment list for the Jefferson County Criminal District Courts.

(d) Attorney must submit a monthly invoice to be approved by the Court for payment.

(e) Attorney must maintain at least the minimum qualifications and requirements listed in the Plan.

(f) Attorney agrees to indemnify and hold harmless Jefferson County from any and all claims arising from the delivery of professional services under this contract.

(g) Attorney shall maintain an office in Jefferson County and the ability to receive facsimile and telephone communications 24 hours a day, 7 days a week.

(h) Attorney is prohibited from accepting any payments from any indigent criminal defendant, or any third party, for legal services provided in an assigned case.

(i) Attorney is prohibited from releasing confidential attorney-client information or work product related to any case covered by this contract except as permitted by the Texas Disciplinary Rules of Professional Conduct.

(j) Attorney must make all appearances as set in the assigned court a priority over other cases, unless the Court knows and agrees to approve resets prior to the Court date, and in accordance with Texas Government Code, Section 23.101, relating to preference to hearings and trials.

(k) The contract Attorney shall provide zealous legal representation to all clients in a professional, skilled manner consistent with all applicable laws and the Texas Disciplinary Rules of Professional Conduct.

(l) The Attorney shall make every reasonable effort to:

1. Contact the defendant by the end of the first working day after the date on which the attorney is appointed; and

2. Interview the defendant as soon as practicable after the attorney is appointed, but not later than five working days after appointment.

Conflict: In the event of a conflict of interest between Attorney and any indigent criminal defendant, Attorney shall immediately present such evidence to the Court and, if allowed, be permitted to withdraw from further representation. Such withdrawal shall not affect the other terms of this contract.

Administration: The Court will provide oversight and monitoring to assure that Attorney performs in accordance with the terms of this contract.

Forum Selection With Regard to Disputes Between the Parties: Venue of any proceedings arising under or with regards to this contract shall be in a court of competent jurisdiction in Jefferson County, Texas.

Additional Terms and Conditions:

(a) The cases handled under this contract shall all be non-capital.

(b) A determination that Attorney has provided false information in the materials submitted to the Court in response to, or as required under, the terms of the Plan will be grounds for immediate cancellation of this contract by the Court.

(c) Falsification of any report, invoice, or other documentation submitted by Attorney will be grounds for immediate cancellation of this contract by the Court.

(d) Attorney must, as soon as possible, inform the appointing authority if he/she is unable for any reason to fulfill these requirements for Indigent Representation timely, and/or or in accordance with applicable laws and rules for Indigent Representation as promulgated by the State of Texas.

Contract Public Defender [contractor]

15087980
SBOT Number

8/17/2020
Date

Approved and Accepted:

Criminal District Court Judge,
[appointing authority]

8/12/2020
Date

County Judge,
Jefferson County, Texas
[contracting authority]

Date

252nd District Court Judge
[appointing authority]

8-21-2020
Date

PUBLIC DEFENDER CONTRACT
CRIMINAL DISTRICT COURTS FOR
JEFFERSON COUNTY, TEXAS

CONTRACT AGREEMENT

This contract is agreed upon and entered into by the following parties: the Criminal District Court and/or 252nd District Court of Jefferson County, Texas ("Court") [appointing authority], Kevin Laine, ("Attorney") [contractor], and Jefferson County, Texas ("County") [contracting authority] for the purpose of providing legal representation and services to indigent defendants who appear before the Court.

In compliance with the Jefferson County Criminal District Courts Indigent Representation Plan ("Plan"), which is incorporated herein and expressly made a part hereof for all purposes, Attorney agrees to serve as a Contract Public Defender in the Court and to comply with all applicable Plan provisions.

Attorney certifies that he meets all the qualifications required to serve as a Contract Public Defender pursuant to the Plan.

Scope of Contract: Attorney agrees to represent indigent criminal defendants in all cases assigned to Attorney in the Court with regard to all pre-trial and trial matters which have not been otherwise assigned to other indigent defendant trial counsel.

Compensation: Attorney agrees to accept $4875.00 per month to serve as Contract Public Defender. In addition, Attorney agrees to accept an additional compensation amount not to exceed $3000.00 annually to pay for required and reasonable Continuing Legal Education requirements, registrations, and travel expenses related thereto.

Additional Compensation: Attorney shall be reimbursed for reasonable and necessary expenses, including expenses for investigators, and mental health and other experts pursuant to Article 26.05, Texas Code of Criminal Procedure. Prior Court approval for these expenses should be obtained whenever possible. This also applies to cases the attorney may handle which may proceed to trial where the attorney is not released from representation of Defendant.

Term of Contract: This contract is in full force and effect on a **month-to-month basis** unless terminated by Attorney or by the Court. If this contract is terminated, Attorney will be relieved of all pending appointments and will not be required to continue representation in any case previously assigned.

Contract Termination: This contract may be terminated at-will by either Attorney or by the Court.

Independent Contractor: Attorney is not an employee of Jefferson County, but is an independent contractor who shall complete the requirements of this contract by Attorney's own means and methods of work, and in accordance with Attorney's professional legal judgment. In the course of representing any indigent criminal defendant, Attorney shall be in exclusive control of his professional legal judgment and shall freely and independently exercise same in the best interests of his client, and Attorney shall not be subject to the control of or supervision by the Court, unless otherwise specified in this contract. The indigent criminal defendant is the Attorney's client, not Jefferson County and not the Court. Attorney shall provide reasonably competent, zealous legal services to each indigent criminal defendant in accordance with Attorney's responsibilities under the Texas Disciplinary Rules of Professional Conduct and the Texas Code of Criminal Procedure.

Caseload/Workload Limitation: The maximum caseload allowed Attorney pursuant to their contract should not exceed 150 felony cases per year. The term "Case" referred to herein means a single charge or set of charges concerning a defendant in one court in one proceeding.

Standards of Representation:

(a) Attorney shall provide all services required by Senate Bill 7 as passed by the 77th General Session of the Texas Legislature in 2001, as it amends the Texas Code of Criminal Procedure. Attorneys are expected to handle Motions to Revoke Probation cases through final disposition.

(b) Attorney shall ensure continuity of representation of each indigent criminal defendant unless relieved or replaced in accordance with Article 26.04(j)(2), Texas Code Criminal Procedure.

(c) Attorney shall not re-assign, subcontract, or delegate any part of the services to be provided by Attorney under this contract unless first obtaining the approval of the Court. Any substitution of attorneys under this provision shall be made from the approved indigent appointment list for the Jefferson County Criminal District Courts.

(d) Attorney must submit a monthly invoice to be approved by the Court for payment.

(e) Attorney must maintain at least the minimum qualifications and requirements listed in the Plan.

(f) Attorney agrees to indemnify and hold harmless Jefferson County from any and all claims arising from the delivery of professional services under this contract.

(g) Attorney shall maintain an office in Jefferson County and the ability to receive facsimile and telephone communications 24 hours a day, 7 days a week.

(h) Attorney is prohibited from accepting any payments from any indigent criminal defendant, or any third party, for legal services provided in an assigned case.

(i) Attorney is prohibited from releasing confidential attorney-client information or work product related to any case covered by this contract except as permitted by the Texas Disciplinary Rules of Professional Conduct.

(j) Attorney must make all appearances as set in the assigned court a priority over other cases, unless the Court knows and agrees to approve resets prior to the Court date, and in accordance with Texas Government Code, Section 23.101, relating to preference to hearings and trials.

(k) The contract Attorney shall provide zealous legal representation to all clients in a professional, skilled manner consistent with all applicable laws and the Texas Disciplinary Rules of Professional Conduct.

(l) The Attorney shall make every reasonable effort to:

1. Contact the defendant by the end of the first working day after the date on which the attorney is appointed; and

2. Interview the defendant as soon as practicable after the attorney is appointed, but not later than five working days after appointment.

Conflict: In the event of a conflict of interest between Attorney and any indigent criminal defendant, Attorney shall immediately present such evidence to the Court and, if allowed, be permitted to withdraw from further representation. Such withdrawal shall not affect the other terms of this contract.

Administration: The Court will provide oversight and monitoring to assure that Attorney performs in accordance with the terms of this contract.

Forum Selection With Regard to Disputes Between the Parties: Venue of any proceedings arising under or with regards to this contract shall be in a court of competent jurisdiction in Jefferson County, Texas.

Additional Terms and Conditions:

(a) The cases handled under this contract shall all be non-capital.

(b) A determination that Attorney has provided false information in the materials submitted to the Court in response to, or as required under, the terms of the Plan will be grounds for immediate cancellation of this contract by the Court.

(c) Falsification of any report, invoice, or other documentation submitted by Attorney will be grounds for immediate cancellation of this contract by the Court.

(d) Attorney must, as soon as possible, inform the appointing authority if he/she is unable for any reason to fulfill these requirements for Indigent Representation timely, and/or or in accordance with applicable laws and rules for Indigent Representation as promulgated by the State of Texas.

Contract Public Defender [contractor]

00798313
SBOT Number

8/17/20
Date

Approved and Accepted:

Criminal District Court Judge,
[appointing authority]

8/12/2020
Date

County Judge,
Jefferson County, Texas
[contracting authority]

Date

252nd District Court Judge
[appointing authority]

8/17/2020
Date

PUBLIC DEFENDER CONTRACT
CRIMINAL DISTRICT COURTS FOR
JEFFERSON COUNTY, TEXAS

CONTRACT AGREEMENT

This contract is agreed upon and entered into by the following parties: the Criminal District Court and/or 252nd District Court of Jefferson County, Texas ("Court") [appointing authority], David Barlow, ("Attorney") [contractor], and Jefferson County, Texas ("County") [contracting authority] for the purpose of providing legal representation and services to indigent defendants who appear before the Court.

In compliance with the Jefferson County Criminal District Courts Indigent Representation Plan ("Plan"), which is incorporated herein and expressly made a part hereof for all purposes, Attorney agrees to serve as a Contract Public Defender in the Court and to comply with all applicable Plan provisions.

Attorney certifies that he meets all the qualifications required to serve as a Contract Public Defender pursuant to the Plan.

Scope of Contract: Attorney agrees to represent indigent criminal defendants in all cases assigned to Attorney in the Court with regard to all pre-trial and trial matters which have not been otherwise assigned to other indigent defendant trial counsel.

Compensation: Attorney agrees to accept $8750.00 per month to serve as Contract Public Defender. In addition, Attorney agrees to accept an additional compensation amount not to exceed $3000.00 annually to pay for required and reasonable Continuing Legal Education requirements, registrations, and travel expenses related thereto.

Additional Compensation: Attorney shall be reimbursed for reasonable and necessary expenses, including expenses for investigators, and mental health and other experts pursuant to Article 26.05, Texas Code of Criminal Procedure. Prior Court approval for these expenses should be obtained whenever possible. This also applies to cases the attorney may handle which may proceed to trial where the attorney is not released from representation of Defendant.

Term of Contract: This contract is in full force and effect on a **month-to-month basis** unless terminated by Attorney or by the Court. If this contract is terminated, Attorney will be relieved of all pending appointments and will not be required to continue representation in any case previously assigned.

Contract Termination: This contract may be terminated at-will by either Attorney or by the Court.

Independent Contractor: Attorney is not an employee of Jefferson County, but is an independent contractor who shall complete the requirements of this contract by Attorney's own means and methods of work, and in accordance with Attorney's professional legal judgment. In the course of representing any indigent criminal defendant, Attorney shall be in exclusive control of his professional legal judgment and shall freely and independently exercise same in the best interests of his client, and Attorney shall not be subject to the control of or supervision by the Court, unless otherwise specified in this contract. The indigent criminal defendant is the Attorney's client, not Jefferson County and not the Court. Attorney shall provide reasonably competent, zealous legal services to each indigent criminal defendant in accordance with Attorney's responsibilities under the Texas Disciplinary Rules of Professional Conduct and the Texas Code of Criminal Procedure.

Caseload/Workload Limitation: The maximum caseload allowed Attorney pursuant to their contract should not exceed 150 felony cases per year. The term "Case" referred to herein means a single charge or set of charges concerning a defendant in one court in one proceeding.

Standards of Representation:

(a) Attorney shall provide all services required by Senate Bill 7 as passed by the 77th General Session of the Texas Legislature in 2001, as it amends the Texas Code of Criminal Procedure. Attorneys are expected to handle Motions to Revoke Probation cases through final disposition.

(b) Attorney shall ensure continuity of representation of each indigent criminal defendant unless relieved or replaced in accordance with Article 26.04(j)(2), Texas Code Criminal Procedure.

(c) Attorney shall not re-assign, subcontract, or delegate any part of the services to be provided by Attorney under this contract unless first obtaining the approval of the Court. Any substitution of attorneys under this provision shall be made from the approved indigent appointment list for the Jefferson County Criminal District Courts.

(d) Attorney must submit a monthly invoice to be approved by the Court for payment.

(e) Attorney must maintain at least the minimum qualifications and requirements listed in the Plan.

(f) Attorney agrees to indemnify and hold harmless Jefferson County from any and all claims arising from the delivery of professional services under this contract.

(g) Attorney shall maintain an office in Jefferson County and the ability to receive facsimile and telephone communications 24 hours a day, 7 days a week.

(h) Attorney is prohibited from accepting any payments from any indigent criminal defendant, or any third party, for legal services provided in an assigned case.

(i) Attorney is prohibited from releasing confidential attorney-client information or work product related to any case covered by this contract except as permitted by the Texas Disciplinary Rules of Professional Conduct.

(j) Attorney must make all appearances as set in the assigned court a priority over other cases, unless the Court knows and agrees to approve resets prior to the Court date, and in accordance with Texas Government Code, Section 23.101, relating to preference to hearings and trials.

(k) The contract Attorney shall provide zealous legal representation to all clients in a professional, skilled manner consistent with all applicable laws and the Texas Disciplinary Rules of Professional Conduct.

(l) The Attorney shall make every reasonable effort to:

1. Contact the defendant by the end of the first working day after the date on which the attorney is appointed; and

2. Interview the defendant as soon as practicable after the attorney is appointed, but not later than five working days after appointment.

Conflict: In the event of a conflict of interest between Attorney and any indigent criminal defendant, Attorney shall immediately present such evidence to the Court and, if allowed, be permitted to withdraw from further representation. Such withdrawal shall not affect the other terms of this contract.

Administration: The Court will provide oversight and monitoring to assure that Attorney performs in accordance with the terms of this contract.

Forum Selection With Regard to Disputes Between the Parties: Venue of any proceedings arising under or with regards to this contract shall be in a court of competent jurisdiction in Jefferson County, Texas.

Additional Terms and Conditions:

(a) The cases handled under this contract shall all be non-capital.

(b) A determination that Attorney has provided false information in the materials submitted to the Court in response to, or as required under, the terms of the Plan will be grounds for immediate cancellation of this contract by the Court.

(c) Falsification of any report, invoice, or other documentation submitted by Attorney will be grounds for immediate cancellation of this contract by the Court.

(d) Attorney must, as soon as possible, inform the appointing authority if he/she is unable for any reason to fulfill these requirements for Indigent Representation timely, and/or or in accordance with applicable laws and rules for Indigent Representation as promulgated by the State of Texas.

David W. Barlow
Contract Public Defender [contractor]

00793305
SBOT Number

8-19-2020
Date

Approved and Accepted:

Criminal District Court Judge,
[appointing authority]

8/12/2020
Date

County Judge,
Jefferson County, Texas
[contracting authority]

Date

252nd District Court Judge
[appointing authority]

8/21/2020
Date

PUBLIC DEFENDER CONTRACT
CRIMINAL DISTRICT COURTS FOR
JEFFERSON COUNTY, TEXAS

CONTRACT AGREEMENT

This contract is agreed upon and entered into by the following parties: the 252nd District Court of Jefferson County, Texas ("Court") [appointing authority], Charles Rojas, ("Attorney") [contractor], and Jefferson County, Texas ("County") [contracting authority] for the purpose of providing legal representation and services to indigent defendants who appear before the Court.

In compliance with the Jefferson County Criminal District Courts Indigent Representation Plan ("Plan"), which is incorporated herein and expressly made a part hereof for all purposes, Attorney agrees to serve as a Contract Public Defender in the Court and to comply with all applicable Plan provisions.

Attorney certifies that he meets all the qualifications required to serve as a Contract Public Defender pursuant to the Plan.

Scope of Contract: Attorney agrees to represent indigent criminal defendants in all cases assigned to Attorney in the Court with regard to all pre-trial and trial matters which have not been otherwise assigned to other indigent defendant trial counsel.

Compensation: Attorney agrees to accept $8750.00 per month to serve as Contract Public Defender. In addition, Attorney agrees to accept an additional compensation amount not to exceed $3000.00 annually to pay for required and reasonable Continuing Legal Education requirements, registrations, and travel expenses related thereto.

Additional Compensation: Attorney shall be reimbursed for reasonable and necessary expenses, including expenses for investigators, and mental health and other experts pursuant to Article 26.05, Texas Code of Criminal Procedure. Prior Court approval for these expenses should be obtained whenever possible. This also applies to cases the attorney may handle which may proceed to trial where the attorney is not released from representation of Defendant.

Term of Contract: This contract is in full force and effect on a **month-to-month basis** unless terminated by Attorney or by the Court. If this contract is terminated, Attorney will be relieved of all pending appointments and will not be required to continue representation in any case previously assigned.

Contract Termination: This contract may be terminated at-will by either Attorney or by the Court.

Independent Contractor: Attorney is not an employee of Jefferson County, but is an independent contractor who shall complete the requirements of this contract by Attorney's own means and methods of work, and in accordance with Attorney's professional legal judgment. In the course of representing any indigent criminal defendant, Attorney shall be in exclusive control of his professional legal judgment and shall freely and independently exercise same in the best interests of his client, and Attorney shall not be subject to the control of or supervision by the Court, unless otherwise specified in this contract. The indigent criminal defendant is the Attorney's client, not Jefferson County and not the Court. Attorney shall provide reasonably competent, zealous legal services to each indigent criminal defendant in accordance with Attorney's responsibilities under the Texas Disciplinary Rules of Professional Conduct and the Texas Code of Criminal Procedure.

Caseload/Workload Limitation: The maximum caseload allowed Attorney pursuant to their contract should not exceed 150 felony cases per year. The term "Case" referred to herein means a single charge or set of charges concerning a defendant in one court in one proceeding.

Standards of Representation:

(a) Attorney shall provide all services required by Senate Bill 7 as passed by the 77th General Session of the Texas Legislature in 2001, as it amends the Texas Code of Criminal Procedure. Attorneys are expected to handle Motions to Revoke Probation cases through final disposition.

(b) Attorney shall ensure continuity of representation of each indigent criminal defendant unless relieved or replaced in accordance with Article 26.04(j)(2), Texas Code Criminal Procedure.

(c) Attorney shall not re-assign, subcontract, or delegate any part of the services to be provided by Attorney under this contract unless first obtaining the approval of the Court. Any substitution of attorneys under this provision shall be made from the approved indigent appointment list for the Jefferson County Criminal District Courts.

(d) Attorney must submit a monthly invoice to be approved by the Court for payment.

(e) Attorney must maintain at least the minimum qualifications and requirements listed in the Plan.

(f) Attorney agrees to indemnify and hold harmless Jefferson County from any and all claims arising from the delivery of professional services under this contract.

(g) Attorney shall maintain an office in Jefferson County and the ability to receive facsimile and telephone communications 24 hours a day, 7 days a week.

(h) Attorney is prohibited from accepting any payments from any indigent criminal defendant, or any third party, for legal services provided in an assigned case.

(i) Attorney is prohibited from releasing confidential attorney-client information or work product related to any case covered by this contract except as permitted by the Texas Disciplinary Rules of Professional Conduct.

(j) Attorney must make all appearances as set in the assigned court a priority over other cases, unless the Court knows and agrees to approve resets prior to the Court date, and in accordance with Texas Government Code, Section 23.101, relating to preference to hearings and trials.

(k) The contract Attorney shall provide zealous legal representation to all clients in a professional, skilled manner consistent with all applicable laws and the Texas Disciplinary Rules of Professional Conduct.

(l) The Attorney shall make every reasonable effort to:

1. Contact the defendant by the end of the first working day after the date on which the attorney is appointed; and

2. Interview the defendant as soon as practicable after the attorney is appointed, but not later than five working days after appointment.

Conflict: In the event of a conflict of interest between Attorney and any indigent criminal defendant, Attorney shall immediately present such evidence to the Court and, if allowed, be permitted to withdraw from further representation. Such withdrawal shall not affect the other terms of this contract.

Administration: The Court will provide oversight and monitoring to assure that Attorney performs in accordance with the terms of this contract.

Forum Selection With Regard to Disputes Between the Parties: Venue of any proceedings arising under or with regards to this contract shall be in a court of competent jurisdiction in Jefferson County, Texas.

Additional Terms and Conditions:

(a) The cases handled under this contract shall all be non-capital.

(b) A determination that Attorney has provided false information in the materials submitted to the Court in response to, or as required under, the terms of the Plan will be grounds for immediate cancellation of this contract by the Court.

(c) Falsification of any report, invoice, or other documentation submitted by Attorney will be grounds for immediate cancellation of this contract by the Court.

(d) Attorney must, as soon as possible, inform the appointing authority if he/she is unable for any reason to fulfill these requirements for Indigent Representation timely, and/or or in accordance with applicable laws and rules for Indigent Representation as promulgated by the State of Texas.

Contract Public Defender [contractor]

24002864
SBOT Number

9-15-20
Date

Approved and Accepted:

Criminal District Court Judge,
[appointing authority]

Date

County Judge,
Jefferson County, Texas
[contracting authority]

Date

Rozeul West
252nd District Court Judge
[appointing authority]

09/30/20
Date

PUBLIC DEFENDER CONTRACT
CRIMINAL DISTRICT COURTS FOR
JEFFERSON COUNTY, TEXAS

CONTRACT AGREEMENT

This contract is agreed upon and entered into by the following parties: the 252nd District Court of Jefferson County, Texas ("Court") [appointing authority], Brittanie A. Holmes, ("Attorney") [contractor], and Jefferson County, Texas ("County") [contracting authority] for the purpose of providing legal representation and services to indigent defendants who appear before the Court.

In compliance with the Jefferson County Criminal District Courts Indigent Representation Plan ("Plan"), which is incorporated herein and expressly made a part hereof for all purposes, Attorney agrees to serve as a Contract Public Defender in the Court and to comply with all applicable Plan provisions.

Attorney certifies that he meets all the qualifications required to serve as a Contract Public Defender pursuant to the Plan.

Scope of Contract: Attorney agrees to represent indigent criminal defendants in all cases assigned to Attorney in the Court with regard to all pre-trial and trial matters which have not been otherwise assigned to other indigent defendant trial counsel.

Compensation: Attorney agrees to accept $8750.00 per month to serve as Contract Public Defender. In addition, Attorney agrees to accept an additional compensation amount not to exceed $3000.00 annually to pay for required and reasonable Continuing Legal Education requirements, registrations, and travel expenses related thereto.

Additional Compensation: Attorney shall be reimbursed for reasonable and necessary expenses, including expenses for investigators, and mental health and other experts pursuant to Article 26.05, Texas Code of Criminal Procedure. Prior Court approval for these expenses should be obtained whenever possible. This also applies to cases the attorney may handle which may proceed to trial where the attorney is not released from representation of Defendant.

Term of Contract: This contract is in full force and effect on a **month-to-month basis** unless terminated by Attorney or by the Court. If this contract is terminated, Attorney will be relieved of all pending appointments and will not be required to continue representation in any case previously assigned.

Contract Termination: This contract may be terminated at-will by either Attorney or by the Court.

Independent Contractor: Attorney is not an employee of Jefferson County, but is an independent contractor who shall complete the requirements of this contract by Attorney's own means and methods of work, and in accordance with Attorney's professional legal judgment. In the course of representing any indigent criminal defendant, Attorney shall be in exclusive control of his professional legal judgment and shall freely and independently exercise same in the best interests of his client, and Attorney shall not be subject to the control of or supervision by the Court, unless otherwise specified in this contract. The indigent criminal defendant is the Attorney's client, not Jefferson County and not the Court. Attorney shall provide reasonably competent, zealous legal services to each indigent criminal defendant in accordance with Attorney's responsibilities under the Texas Disciplinary Rules of Professional Conduct and the Texas Code of Criminal Procedure.

Caseload/Workload Limitation: The maximum caseload allowed Attorney pursuant to their contract should not exceed 150 felony cases per year. The term "Case" referred to herein means a single charge or set of charges concerning a defendant in one court in one proceeding.

Standards of Representation:

(a) Attorney shall provide all services required by Senate Bill 7 as passed by the 77th General Session of the Texas Legislature in 2001, as it amends the Texas Code of Criminal Procedure. Attorneys are expected to handle Motions to Revoke Probation cases through final disposition.

(b) Attorney shall ensure continuity of representation of each indigent criminal defendant unless relieved or replaced in accordance with Article 26.04(j)(2), Texas Code Criminal Procedure.

(c) Attorney shall not re-assign, subcontract, or delegate any part of the services to be provided by Attorney under this contract unless first obtaining the approval of the Court. Any substitution of attorneys under this provision shall be made from the approved indigent appointment list for the Jefferson County Criminal District Courts.

(d) Attorney must submit a monthly invoice to be approved by the Court for payment.

(e) Attorney must maintain at least the minimum qualifications and requirements listed in the Plan.

(f) Attorney agrees to indemnify and hold harmless Jefferson County from any and all claims arising from the delivery of professional services under this contract.

(g) Attorney shall maintain an office in Jefferson County and the ability to receive facsimile and telephone communications 24 hours a day, 7 days a week.

(h) Attorney is prohibited from accepting any payments from any indigent criminal defendant, or any third party, for legal services provided in an assigned case.

(i) Attorney is prohibited from releasing confidential attorney-client information or work product related to any case covered by this contract except as permitted by the Texas Disciplinary Rules of Professional Conduct.

(j) Attorney must make all appearances as set in the assigned court a priority over other cases, unless the Court knows and agrees to approve resets prior to the Court date, and in accordance with Texas Government Code, Section 23.101, relating to preference to hearings and trials.

(k) The contract Attorney shall provide zealous legal representation to all clients in a professional, skilled manner consistent with all applicable laws and the Texas Disciplinary Rules of Professional Conduct.

(l) The Attorney shall make every reasonable effort to:

1. Contact the defendant by the end of the first working day after the date on which the attorney is appointed; and

2. Interview the defendant as soon as practicable after the attorney is appointed, but not later than five working days after appointment.

Conflict: In the event of a conflict of interest between Attorney and any indigent criminal defendant, Attorney shall immediately present such evidence to the Court and, if allowed, be permitted to withdraw from further representation. Such withdrawal shall not affect the other terms of this contract.

Administration: The Court will provide oversight and monitoring to assure that Attorney performs in accordance with the terms of this contract.

Forum Selection With Regard to Disputes Between the Parties: Venue of any proceedings arising under or with regards to this contract shall be in a court of competent jurisdiction in Jefferson County, Texas.

Additional Terms and Conditions:

(a) The cases handled under this contract shall all be non-capital.

(b) A determination that Attorney has provided false information in the materials submitted to the Court in response to, or as required under, the terms of the Plan will be grounds for immediate cancellation of this contract by the Court.

(c) Falsification of any report, invoice, or other documentation submitted by Attorney will be grounds for immediate cancellation of this contract by the Court.

(d) Attorney must, as soon as possible, inform the appointing authority if he/she is unable for any reason to fulfill these requirements for Indigent Representation timely, and/or or in accordance with applicable laws and rules for Indigent Representation as promulgated by the State of Texas.

Contract Public Defender [contractor]

24064020
SBOT Number

8/17/20
Date

Approved and Accepted:

Criminal District Court Judge,
[appointing authority]

Date

County Judge,
Jefferson County, Texas
[contracting authority]

Date

252nd District Court Judge
[appointing authority]

09/30/20
Date

PUBLIC DEFENDER CONTRACT
CRIMINAL DISTRICT COURTS FOR
JEFFERSON COUNTY, TEXAS

CONTRACT AGREEMENT

This contract is agreed upon and entered into by the following parties: the 252nd District Court of Jefferson County, Texas ("Court") [appointing authority], Allen Parker, ("Attorney") [contractor], and Jefferson County, Texas ("County") [contracting authority] for the purpose of providing legal representation and services to indigent defendants who appear before the Court.

In compliance with the Jefferson County Criminal District Courts Indigent Representation Plan ("Plan"), which is incorporated herein and expressly made a part hereof for all purposes, Attorney agrees to serve as a Contract Public Defender in the Court and to comply with all applicable Plan provisions.

Attorney certifies that he meets all the qualifications required to serve as a Contract Public Defender pursuant to the Plan.

Scope of Contract: Attorney agrees to represent indigent criminal defendants in all cases assigned to Attorney in the Court with regard to all pre-trial and trial matters which have not been otherwise assigned to other indigent defendant trial counsel.

Compensation: Attorney agrees to accept $8750.00 per month to serve as Contract Public Defender. In addition, Attorney agrees to accept an additional compensation amount not to exceed $3000.00 annually to pay for required and reasonable Continuing Legal Education requirements, registrations, and travel expenses related thereto.

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Independent Contractor: Attorney is not an employee of Jefferson County, but is an independent contractor who shall complete the requirements of this contract by Attorney's own means and methods of work, and in accordance with Attorney's professional legal judgment. In the course of representing any indigent criminal defendant, Attorney shall be in exclusive control of his professional legal judgment and shall freely and independently exercise same in the best interests of his client, and Attorney shall not be subject to the control of or supervision by the Court, unless otherwise specified in this contract. The indigent criminal defendant is the Attorney's client, not Jefferson County and not the Court. Attorney shall provide reasonably competent, zealous legal services to each indigent criminal defendant in accordance with Attorney's responsibilities under the Texas Disciplinary Rules of Professional Conduct and the Texas Code of Criminal Procedure.

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(e) Attorney must maintain at least the minimum qualifications and requirements listed in the Plan.

(f) Attorney agrees to indemnify and hold harmless Jefferson County from any and all claims arising from the delivery of professional services under this contract.

(g) Attorney shall maintain an office in Jefferson County and the ability to receive facsimile and telephone communications 24 hours a day, 7 days a week.

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(k) The contract Attorney shall provide zealous legal representation to all clients in a professional, skilled manner consistent with all applicable laws and the Texas Disciplinary Rules of Professional Conduct.

(l) The Attorney shall make every reasonable effort to:

1. Contact the defendant by the end of the first working day after the date on which the attorney is appointed; and

2. Interview the defendant as soon as practicable after the attorney is appointed, but not later than five working days after appointment.

Conflict: In the event of a conflict of interest between Attorney and any indigent criminal defendant, Attorney shall immediately present such evidence to the Court and, if allowed, be permitted to withdraw from further representation. Such withdrawal shall not affect the other terms of this contract.

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Contract Public Defender [contractor]

00794422
SBOT Number

8-17-20
Date

Approved and Accepted:

Criminal District Court Judge,
[appointing authority]

Date

County Judge,
Jefferson County, Texas
[contracting authority]

Date

252nd District Court Judge
[appointing authority]

09/30/20
Date

PUBLIC DEFENDER CONTRACT
CRIMINAL DISTRICT COURTS FOR
JEFFERSON COUNTY, TEXAS

CONTRACT AGREEMENT

This contract is agreed upon and entered into by the following parties: the Criminal District Court of Jefferson County, Texas ("Court") [appointing authority], David Grove, ("Attorney") [contractor], and Jefferson County, Texas ("County") [contracting authority] for the purpose of providing legal representation and services to indigent defendants who appear before the Court.

In compliance with the Jefferson County Criminal District Courts Indigent Representation Plan ("Plan"), which is incorporated herein and expressly made a part hereof for all purposes, Attorney agrees to serve as a Contract Public Defender in the Court and to comply with all applicable Plan provisions.

Attorney certifies that he meets all the qualifications required to serve as a Contract Public Defender pursuant to the Plan.

Scope of Contract: Attorney agrees to represent indigent criminal defendants in all cases assigned to Attorney in the Court with regard to all pre-trial and trial matters which have not been otherwise assigned to other indigent defendant trial counsel.

Compensation: Attorney agrees to accept $8750.00 per month to serve as Contract Public Defender. In addition, Attorney agrees to accept an additional compensation amount not to exceed $3000.00 annually to pay for required and reasonable Continuing Legal Education requirements, registrations, and travel expenses related thereto.

Additional Compensation: Attorney shall be reimbursed for reasonable and necessary expenses, including expenses for investigators, and mental health and other experts pursuant to Article 26.05, Texas Code of Criminal Procedure. Prior Court approval for these expenses should be obtained whenever possible. This also applies to cases the attorney may handle which may proceed to trial where the attorney is not released from representation of Defendant.

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(b) Attorney shall ensure continuity of representation of each indigent criminal defendant unless relieved or replaced in accordance with Article 26.04(j)(2), Texas Code Criminal Procedure.

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(e) Attorney must maintain at least the minimum qualifications and requirements listed in the Plan.

(f) Attorney agrees to indemnify and hold harmless Jefferson County from any and all claims arising from the delivery of professional services under this contract.

(g) Attorney shall maintain an office in Jefferson County and the ability to receive facsimile and telephone communications 24 hours a day, 7 days a week.

(h) Attorney is prohibited from accepting any payments from any indigent criminal defendant, or any third party, for legal services provided in an assigned case.

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A and E Hanson
Contract Public Defender [contractor]

08548500
SBOT Number

8/14/2020
Date

Approved and Accepted:

Criminal District Court Judge,
[appointing authority]

8/12/2020
Date

County Judge,
Jefferson County, Texas
[contracting authority]

Date

252nd District Court Judge
[appointing authority]

Date

PUBLIC DEFENDER CONTRACT
CRIMINAL DISTRICT COURTS FOR
JEFFERSON COUNTY, TEXAS

CONTRACT AGREEMENT

This contract is agreed upon and entered into by the following parties: the Criminal District Court of Jefferson County, Texas ("Court") [appointing authority], Don Duesler, ("Attorney") [contractor], and Jefferson County, Texas ("County") [contracting authority] for the purpose of providing legal representation and services to indigent defendants who appear before the Court.

In compliance with the Jefferson County Criminal District Courts Indigent Representation Plan ("Plan"), which is incorporated herein and expressly made a part hereof for all purposes, Attorney agrees to serve as a Contract Public Defender in the Court and to comply with all applicable Plan provisions.

Attorney certifies that he meets all the qualifications required to serve as a Contract Public Defender pursuant to the Plan.

Scope of Contract: Attorney agrees to represent indigent criminal defendants in all cases assigned to Attorney in the Court with regard to all pre-trial and trial matters which have not been otherwise assigned to other indigent defendant trial counsel.

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Contract Public Defender [contractor]

06166700
SBOT Number

8-17-20
Date

Approved and Accepted:

Criminal District Court Judge,
[appointing authority]

8/12/2020
Date

County Judge,
Jefferson County, Texas
[contracting authority]

Date

252nd District Court Judge
[appointing authority]

Date

PUBLIC DEFENDER CONTRACT
CRIMINAL DISTRICT COURTS FOR
JEFFERSON COUNTY, TEXAS

CONTRACT AGREEMENT

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Attorney certifies that he meets all the qualifications required to serve as a Contract Public Defender pursuant to the Plan.

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Contract Public Defender [contractor]

00792826
SBOT Number

8-18-20
Date

Approved and Accepted:

Criminal District Court Judge,
[appointing authority]

8/12/2020
Date

County Judge,
Jefferson County, Texas
[contracting authority]

Date

252nd District Court Judge
[appointing authority]

Date

OMB Number: 4040-0004
Expiration Date: 12/31/2022

Application for Federal Assistance SF-424

* 1. Type of Submission:
- [ ] Preapplication
- [x] Application
- [ ] Changed/Corrected Application

* 2. Type of Application:
- [x] New
- [ ] Continuation
- [ ] Revision

* If Revision, select appropriate letter(s):

* Other (Specify):

* 3. Date Received: 09/15/2020

4. Applicant Identifier:

5a. Federal Entity Identifier:

5b. Federal Award Identifier:

State Use Only:

6. Date Received by State:

7. State Application Identifier:

8. APPLICANT INFORMATION:

* a. Legal Name: Jefferson County

* b. Employer/Taxpayer Identification Number (EIN/TIN): 74-6000291

* c. Organizational DUNS: 0108075350000

d. Address:

* Street1: 1149 Pearl Street 7th Floor
Street2:
* City: Beaumont
County/Parish:
* State: TX: Texas
Province:
* Country: USA: UNITED STATES
* Zip / Postal Code: 77701-3600

e. Organizational Unit:

Department Name:

Division Name:

f. Name and contact information of person to be contacted on matters involving this application:

Prefix: Mr.
* First Name: F. Michael
Middle Name:
* Last Name: McDaniel
Suffix:

Title: Director

Organizational Affiliation:

* Telephone Number: 281-372-5850
Fax Number:

* Email: FMcDaniel@houstonhidta.net

Application for Federal Assistance SF-424

*** 9. Type of Applicant 1: Select Applicant Type:**

B: County Government

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

* Other (specify):

*** 10. Name of Federal Agency:**

ONDCP

11. Catalog of Federal Domestic Assistance Number:

95.001

CFDA Title:

*** 12. Funding Opportunity Number:**

HIDTA

* Title:

High Intensity Drug Trafficking Area

13. Competition Identification Number:

Title:

14. Areas Affected by Project (Cities, Counties, States, etc.):

Add Attachment | Delete Attachment | View Attachment

*** 15. Descriptive Title of Applicant's Project:**

High Intensity Drug Trafficking Area program. Initiatives defined and approved by Houston HIDTA's Executive Board

Attach supporting documents as specified in agency instructions.

Add Attachments | Delete Attachments | View Attachments

Application for Federal Assistance SF-424

16. Congressional Districts Of:

* a. Applicant: 14 * b. Program/Project: 14

Attach an additional list of Program/Project Congressional Districts if needed.

Add Attachment | Delete Attachment | View Attachment

17. Proposed Project:

* a. Start Date: 01/01/2020 * b. End Date: 12/31/2021

18. Estimated Funding ($):

* a. Federal	50,000.00
* b. Applicant	
* c. State	
* d. Local	
* e. Other	
* f. Program Income	
* g. TOTAL	50,000.00

*** 19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

☐ a. This application was made available to the State under the Executive Order 12372 Process for review on .

☐ b. Program is subject to E.O. 12372 but has not been selected by the State for review.

☒ c. Program is not covered by E.O. 12372.

*** 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)**

☐ Yes ☒ No

If "Yes", provide explanation and attach

Add Attachment | Delete Attachment | View Attachment

21. *By signing this application, I certify (1) to the statements contained in the list of certifications and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)**

☒ ** I AGREE

** The list of certifications and assurances, or an Internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:

Prefix: * First Name: Jeff

Middle Name:

* Last Name: Branick

Suffix:

* Title: County Judge, Jefferson County

* Telephone Number: 409-835-8466 Fax Number:

* Email: jbranick@co.jefferson.tx.us

* Signature of Authorized Representative: * Date Signed: 10/06/2020

BUDGET INFORMATION - Non-Construction Programs

OMB Number: 4040-0006
Expiration Date: 02/28/2022

SECTION A - BUDGET SUMMARY

Grant Program Function or Activity (a)	Catalog of Federal Domestic Assistance Number (b)	Estimated Unobligated Funds		New or Revised Budget		
		Federal (c)	Non-Federal (d)	Federal (e)	Non-Federal (f)	Total (g)
1.		$	$	$ 50,000.00	$	$ 50,000.00
2.						
3.						
4.						
5. Totals		$	$	$ 50,000.00	$	$ 50,000.00

Standard Form 424A (Rev. 7- 97)
Prescribed by OMB (Circular A -102) Page 1

SECTION B - BUDGET CATEGORIES

6. Object Class Categories	GRANT PROGRAM, FUNCTION OR ACTIVITY (1)	(2)	(3)	(4)	Total (5)
a. Personnel	$	$	$	$	$
b. Fringe Benefits					
c. Travel					
d. Equipment					
e. Supplies	1,800.00				1,800.00
f. Contractual	38,200.00				38,200.00
g. Construction					
h. Other	10,000.00				10,000.00
i. Total Direct Charges (sum of 6a-6h)	50,000.00				$ 50,000.00
j. Indirect Charges					$
k. TOTALS (sum of 6i and 6j)	$ 50,000.00	$	$	$	$ 50,000.00
7. Program Income	$	$	$	$	$

SECTION C - NON-FEDERAL RESOURCES				
(a) Grant Program	(b) Applicant	(c) State	(d) Other Sources	(e)TOTALS
8. High Intensity Drug Trafficking Area (HIDTA)	$	$	$	$
9.				
10.				
11.				
12. TOTAL (sum of lines 8-11)	$	$	$	$

SECTION D - FORECASTED CASH NEEDS					
	Total for 1st Year	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter
13. Federal	$ 50,000.00	$ 12,500.00	$ 12,500.00	$ 12,500.00	$ 12,500.00
14. Non-Federal	$				
15. TOTAL (sum of lines 13 and 14)	$ 50,000.00	$ 12,500.00	$ 12,500.00	$ 12,500.00	$ 12,500.00

SECTION E - BUDGET ESTIMATES OF FEDERAL FUNDS NEEDED FOR BALANCE OF THE PROJECT				
(a) Grant Program	FUTURE FUNDING PERIODS (YEARS)			
	(b)First	(c) Second	(d) Third	(e) Fourth
16.	$	$	$	$
17.				
18.				
19.				
20. TOTAL (sum of lines 16 - 19)	$	$	$	$

SECTION F - OTHER BUDGET INFORMATION	
21. Direct Charges:	22. Indirect Charges:
23. Remarks:	

OMB Number: 4040-0007
Expiration Date: 02/28/2022

ASSURANCES - NON-CONSTRUCTION PROGRAMS

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0040), Washington, DC 20503.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.

15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.

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

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

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

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

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE
[redacted]	County Judge, Jefferson County
APPLICANT ORGANIZATION	DATE SUBMITTED
County of Texas, Jefferson	10/06/2020

Standard Form 424B (Rev. 7-97) Back

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C.1352

OMB Number: 4040-0013
Expiration Date: 02/28/2022

1. * Type of Federal Action:
- [ ] a. contract
- [x] b. grant
- [ ] c. cooperative agreement
- [ ] d. loan
- [ ] e. loan guarantee
- [ ] f. loan insurance

2. * Status of Federal Action:
- [ ] a. bid/offer/application
- [x] b. initial award
- [ ] c. post-award

3. * Report Type:
- [x] a. initial filing
- [ ] b. material change

4. Name and Address of Reporting Entity:

[x] Prime [ ] SubAwardee

*Name: Jefferson County

*Street 1: 1149 Pearl St. 7th Floor Street 2:

*City: Beaumont State: TX: Texas Zip: 77701-3600

Congressional District, if known: 14

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

6. * Federal Department/Agency:

ONDCP

7. * Federal Program Name/Description:

CFDA Number, *if applicable:*

8. Federal Action Number, *if known:*

9. Award Amount, *if known:*

$ 50,000.00

10. a. Name and Address of Lobbying Registrant:

Prefix: *First Name: none Middle Name:

*Last Name: none Suffix:

*Street 1: Street 2:

*City: State: Zip:

b. Individual Performing Services (including address if different from No. 10a)

Prefix: *First Name: none Middle Name:

*Last Name: none Suffix:

*Street 1: Street 2:

*City: State: Zip:

11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when the transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

*Signature: [redacted]

*Name: Prefix: *First Name: Jeff Middle Name:

*Last Name: Branick Suffix:

Title: County Judge, Jefferson County Telephone No.: 409-835-8466 Date: 10/06/2020

Federal Use Only

Authorized for Local Reproduction
Standard Form - LLL (Rev. 7-97)

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

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

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

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Statement for Loan Guarantees and Loan Insurance

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

If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions. Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

* APPLICANT'S ORGANIZATION	Jefferson County
* PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE	
Prefix:	
* First Name:	Jeff
Middle Name:	
* Last Name:	Branick
Suffix:	
* Title:	County Judge, Jefferson County
* SIGNATURE:	
* DATE:	10/06/2020

CENTER FOR TECH AND CIVIC LIFE

September 25, 2020

Jefferson County, Texas

County Clerk

1085 Pearl St.

Beaumont, Texas 77701

Dear Jeff Branick,

I am pleased to inform you that based on and in reliance upon the information and materials provided by Jefferson County, the Center for Tech and Civic Life ("CTCL"), a nonprofit organization tax-exempt under Internal Revenue Code ("IRC") section 501(c)(3), has decided to award a grant to support the work of Jefferson County ("Grantee").

The following is a description of the grant:

AMOUNT OF GRANT: $218,518.75 USD

PURPOSE: The grant funds must be used exclusively for the public purpose of planning and operationalizing safe and secure election administration in Jefferson County in 2020 ("Purpose").

Before CTCL transmits these funds to Grantee, CTCL requires that Grantee review and sign this agreement ("Grant Agreement") and agree to use the grant funds in compliance with the Grant Agreement and with United States tax laws and the laws and regulations of your state and jurisdiction ("Applicable Laws"). Specifically, by signing this letter Grantee certifies and agrees to the following:

1. Grantee is a local government unit or political subdivision within the meaning of IRC section 170(c)(1).
2. This grant shall be used only for the Purpose described above, and for no other purposes.

3. Grantee has indicated that the amount of the grant shall be expended on the following specific election administration needs: Ballot drop boxes, Drive-through voting, Poll worker recruitment funds, hazard pay, and/or training expenses, Temporary staffing, and Vote-by-mail/Absentee voting equipment or supplies. Grantee may allocate grant funds among those needs, or to other public purposes listed in the grant application, without further notice to or permission of CTCL.
4. Grantee shall not use any part of this grant to make a grant to another organization, except in the case where the organization is a local government unit or political subdivision within the meaning of IRC section 170(c)(1) or a nonprofit organization tax-exempt under IRC section 501(c)(3), and the subgrant is intended to accomplish the Purpose of this grant. Grantee shall take reasonable steps to ensure that any such subgrant is used in a manner consistent with the terms and conditions of this Grant Agreement, including requiring that subgrantee agrees in writing to comply with the terms and conditions of this Grant Agreement.
5. The grant project period of June 15, 2020 through December 31, 2020 represents the dates between which covered costs may be applied to the grant. The Grantee shall expend the amount of this grant for the Purpose by December 31, 2020.
6. Grantee is authorized to receive this grant from CTCL and certifies that (a) the receipt of these grant funds does not violate any Applicable Laws, and (b) Grantee has taken all required, reasonable and necessary steps to receive, accept and expend the grant in accordance with the Purpose and Applicable Law.
7. The Grantee shall produce a brief report explaining and documenting how grant funds have been expended in support of the activities described in paragraph 3. This report shall be sent to CTCL no later than January 31, 2021 in a format approved by CTCL and shall include with the report a signed certification by Grantee that it has complied with all terms and conditions of this Grant Agreement.
8. This grant may not supplant previously appropriated funds. The Grantee shall not reduce the budget of the County Clerk ("the Election Department") or fail to appropriate or provide previously budgeted funds to the Election Department for the term of this grant. Any amount supplanted, reduced or not provided in contravention of this paragraph shall be repaid to CTCL up to the total amount of this grant.
9. CTCL may discontinue, modify, withhold part of, or ask for the return all or part of the grant funds if it determines, in its sole judgment, that (a) any of the above terms and conditions of this grant have not been met, or (b) CTCL is required to do so to comply with applicable laws or regulations.
10. The grant project period of June 15, 2020 through December 31, 2020 represents the dates between which covered costs for the Purpose may be applied to the grant.

Your acceptance of and agreement to these terms and conditions and this Grant Agreement is indicated by your signature below on behalf of Grantee. Please have an authorized

Carolyn Guidry

From:	grants@techandciviclife.org
Sent:	Saturday, September 26, 2020 12:48 AM
To:	guidry@co.jefferson.tx.us
Subject:	Approved: CTCL COVID-19 Response Grant
Attachments:	Jefferson County, Texas agmt .pdf

Dear CAROLYN GUIDRY,

I'm pleased to share that Center for Tech and Civic Life has reviewed your COVID-19 Response Grant application and has approved a grant award totaling **$218518.75** USD.

We look forward to promptly disbursing funds, but first we need two things from you:

1. **Disbursement information**: Please provide payment instructions using the CTCL Grant Disbursement Form here: https://airtable.com/shrnj1ueWISCmnPec. Note: a member of the CTCL COVID-19 Response Grants team will verify payment details before transmitting funds.
2. **Signed grant agreement**: To release funds CTCL must have a signed copy of your jurisdiction's grant agreement. Please find the agreement for signature attached. Return a signed copy to grants@techandciviclife.org at your earliest convenience. Note: Would you prefer a grant for **less** than the amount CTCL has awarded? Simply respond to this email with your preferred total grant amount and we will update your agreement accordingly.

Once you've (1) submitted payment instructions using the CTCL Grant Disbursement Form and (2) returned a signed grant agreement to grants@techandciviclife.org, CTCL will process a single payment for the full grant amount within 2-4 business days.

Thank you for all you do on behalf of Texas voters!

All the best,

Tiana and the Center for Tech and Civic Life Team

--

Tiana Epps-Johnson | Founder & Executive Director, Center for Tech and Civic Life |
tiana@techandciviclife.org | she/her

representative of Grantee sign below, and return a scanned copy of this letter to us by email at grants@techandciviclife.org.

On behalf of CTCL, I extend my best wishes in your work.

Sincerely,

Tiana M. Johnson

Tiana Epps Johnson

Executive Director

Center for Tech and Civic Life

GRANTEE

By: _____

Title County Judge

Date: 10/6/20

NAME	AMOUNT	CHECK NO.	TOTAL
JURY FUND			
TRI-CITY COFFEE SERVICE	131.60	475819	
			131.60**
ROAD & BRIDGE PCT.#2			
CITY OF NEDERLAND	313.19	475762	
ENTERGY	160.29	475775	
MUNRO'S	20.46	475788	
OFFICE DEPOT	20.90	475793	
RITTER @ HOME	443.93	475800	
TRI-CITY FASTENER & SUPPLY	35.00	475818	
BUMPER TO BUMPER	374.20	475865	
NEW WAVE WELDING TECHNOLOGY	261.90	475881	
ACT PIPE AND SUPPLY	2,506.00	475883	
RELADYNE	511.34	475912	
TRANSIT & LEVEL CLINIC LLC	158.00	475928	
GULF COAST	3,505.85	475951	
			8,311.06**
ROAD & BRIDGE PCT. # 3			
RB EVERETT & COMPANY, INC.	595.00	475769	
MUNRO'S	38.85	475788	
MUSTANG CAT	109.39	475789	
OFFICE DEPOT	1,339.64	475793	
SMART'S TRUCK & TRAILER, INC.	150.00	475805	
AT&T	76.06	475807	
AIR SOLUTIONS	2,160.00	475862	
MARTIN PRODUCT SALES LLC	33,108.00	475870	
NORTHERN TOOL AND EQUIPMENT	886.95	475897	
BK INDUSTRIAL SOLUTIONS LLC	740.72	475923	
			39,204.61**
ROAD & BRIDGE PCT.#4			
SPIDLE & SPIDLE	3,053.50	475745	
CITY OF BEAUMONT - LANDFILL	44.00	475751	
AUDILET TRACTOR SALES	133.80	475752	
CITY OF BEAUMONT - WATER DEPT.	20.54	475759	
ENTERGY	1,181.67	475775	
M&D SUPPLY	56.40	475785	
MUNRO'S	82.43	475788	
OVERHEAD DOOR CO.	261.45	475795	
SANITARY SUPPLY, INC.	198.00	475802	
MARTIN PRODUCT SALES LLC	10,955.67	475870	
O'REILLY AUTO PARTS	54.43	475943	
			5,869.45**
ENGINEERING FUND			
W.W. GRAINGER, INC.	209.07	475773	
CANON SOLUTIONS AMERICA INC	132.00	475908	
			341.07**
PARKS & RECREATION			
ADAMS BACKHOE SERVICE	2,107.50	475740	
ENTERGY	269.33	475775	
PARKER LUMBER	314.96	475891	
			2,691.79**
GENERAL FUND			
JEFFERSON CTY. DISTRICT CLERK	68.60	475780	
			68.60*
TAX OFFICE			
KIRKSEY'S SPRINT PRINTING	24.95	475783	
OFFICE DEPOT	2,075.52	475793	
SOUTHEAST TEXAS WATER	405.75	475806	
ROCHESTER ARMORED CAR CO INC	378.40	475893	
VECTOR SECURITY	150.00	475935	
			3,034.62*
COUNTY HUMAN RESOURCES			

NAME	AMOUNT	CHECK NO.	TOTAL
SIERRA SPRING WATER CO. - BT	23.27	475845	
SOUTHEAST TEXAS OCCUPATIONAL MEDICI	125.00	475931	
			148.27*
AUDITOR'S OFFICE			
SOUTHEAST TEXAS WATER	29.95	475806	
			29.95*
COUNTY CLERK			
FED EX	15.68	475771	
			15.68*
COUNTY JUDGE			
MARILYN ADAMS	500.00	475741	
KIMBERLY PHELAN, P.C.	500.00	475867	
JERRY JOHN BRAGG	500.00	475887	
HARVEY L WARREN III	500.00	475889	
JOSHUA C HEINZ	500.00	475904	
JAN GIROUARD & ASSOCIATES LLC	800.00	475930	
			3,300.00*
COUNTY TREASURER			
OFFICE DEPOT	452.00	475793	
TRIANGLE COMPUTER & TELEPHONE	120.00	475817	
			572.00*
GENERAL SERVICES			
CASH ADVANCE ACCOUNT	40.00	475781	
SPINDLETOP MHMR	34,666.91	475784	
TIME WARNER COMMUNICATIONS	636.17	475811	
ADVANCED STAFFING	97.50	475826	
LAMAR UNIVERSITY - DEPT. OF COMM.	10,415.83	475829	
CROWN CASTLE INTERNATIONAL	1,639.00	475859	
			47,495.41*
VOTERS REGISTRATION DEPT			
CDW COMPUTER CENTERS, INC.	1,011.10	475828	
			1,011.10*
ELECTIONS DEPARTMENT			
THE EXAMINER	76.50	475770	
HART INTER CIVIC	1,604.70	475776	
ENTERPRISE RENT-A-CAR	219.40	475880	
LANGUAGE USA INC	360.00	475925	
			2,260.60*
DISTRICT ATTORNEY			
SOUTHERN COMPUTER WAREHOUSE	1,720.80	475750	
HERNANDEZ OFFICE SUPPLY, INC.	2,685.00	475777	
CASH ADVANCE ACCOUNT	75.00	475781	
OFFICE DEPOT	796.86	475793	
CDW COMPUTER CENTERS, INC.	107.34	475828	
ASHLEY MOLFINO	80.00	475868	
			5,465.00*
DISTRICT CLERK			
OFFICE DEPOT	644.06	475793	
OFFICE DEPOT	5,632.92	475794	
			6,276.98*
CRIMINAL DISTRICT COURT			
JACK LAWRENCE	268.40	475747	
			268.40*
252ND DISTRICT COURT			
CRISTY SMITH	1,930.30	475755	
EDWARD B. GRIPON, M.D., P.A.	1,190.00	475774	
KIRKSEY'S SPRINT PRINTING	24.95	475783	
JASON ROBERT NICKS	800.00	475888	
JARED GILTHORPE	800.00	475917	
			4,745.25*
279TH DISTRICT COURT			

NAME	AMOUNT	CHECK NO.	TOTAL
DAVID GROVE	200.00	475746	
JACK LAWRENCE	700.00	475747	
OFFICE DEPOT	64.26	475793	
NATHAN REYNOLDS, JR.	100.00	475799	
CHARLES ROJAS	100.00	475831	
JOEL WEBB VAZQUEZ	200.00	475861	
TONYA CONNELL TOUPS	200.00	475877	
WILLIAM FORD DISHMAN	100.00	475913	
MATUSKA LAW FIRM	300.00	475916	
LAW OFFICE OF J SCOTT FREDERICK	400.00	475922	
ALICIA K HALL PLLC	350.00	475960	
			2,714.26*
317TH DISTRICT COURT			
CHARLES ROJAS	600.00	475831	
GLEN M. CROCKER	475.00	475847	
TONYA CONNELL TOUPS	150.00	475877	
WILLIAM FORD DISHMAN	1,800.00	475913	
			3,025.00*
JUSTICE COURT-PCT 1 PL 1			
OFFICE DEPOT	77.95	475793	
			77.95*
JUSTICE COURT-PCT 2			
OFFICE DEPOT	59.88	475793	
			59.88*
JUSTICE COURT-PCT 6			
FUNCTION 4 LLC	125.75	475933	
			125.75*
JUSTICE COURT-PCT 7			
AT&T	33.51	475807	
			33.51*
COUNTY COURT AT LAW NO.1			
OFFICE DEPOT	214.94	475793	
			214.94*
COUNTY COURT AT LAW NO. 2			
OFFICE DEPOT	789.18	475793	
LANGSTON ADAMS	250.00	475855	
LAURIE PEROZZO	250.00	475886	
TURK LAW FIRM	300.00	475905	
			1,589.18*
COUNTY COURT AT LAW NO. 3			
JACK LAWRENCE	250.00	475747	
LANGSTON ADAMS	350.00	475855	
KIMBERLY PHELAN, P.C.	250.00	475867	
ANTOINE FREEMAN	300.00	475878	
LAURIE PEROZZO	650.00	475886	
THE SAMUEL FIRM, PLLC	250.00	475947	
			2,050.00*
MEDIATION CENTER			
4IMPRINT, INC.	750.54	475848	
			750.54*
COMMUNITY SUPERVISION			
OFFICE DEPOT	4,602.10	475793	
			4,602.10*
SHERIFF'S DEPARTMENT			
CHUCK'S WRECKER SERVICE	300.00	475758	
CITY OF NEDERLAND	29.28	475762	
FED EX	206.53	475771	
OFFICE DEPOT	421.69	475793	
AT&T	316.33	475807	
BEAUMONT OCCUPATIONAL SERVICE, INC.	174.75	475849	
RITA HURT	1,100.00	475899	
SILSBEE FORD INC	27,677.20	475914	

NAME	AMOUNT	CHECK NO.	TOTAL
GALLS LLC	64.00	475924	
BOUDREAUX'S TRUCK & TRAILER REPAIR	451.54	475929	
SOUTHEAST TEXAS OCCUPATIONAL MEDICI	250.00	475931	
RWB TOOLS, LLC	205.90	475946	
			31,197.22*
CRIME LABORATORY			
FED EX	122.67	475771	
VERIZON WIRELESS	75.98	475842	
GLOBAL EQUIPMENT COMPANY	865.84	475890	
STERICYCLE, INC	35.00	475941	
			1,099.49*
JAIL - NO. 2			
BOB BARKER CO., INC.	1,515.45	475753	
M&D SUPPLY	3.72	475785	
B.C. MILLER ELECTRIC, INC.	6,829.00	475787	
OFFICE DEPOT	374.75	475793	
AT&T	1,011.75	475807	
WHOLESALE ELECTRIC SUPPLY CO.	72.27	475822	
S&S SPRINKLER CO, L.L.C.	16,749.00	475864	
CONSTELLATION NEWENERGY - GAS DIVIS	772.10	475907	
TURBINE AIRCRAFT COMPONENTS LLC	3,714.39	475932	
TND WORKWEAR CO LLC	33.00	475934	
CORRHEALTH LLC	371,837.53	475940	
TRINITY SERVICES GROUP INC	41,848.21	475950	
EPIC BUSINESS ESSENTIALS, LLC	278.06	475955	
			445,039.23*
JUVENILE PROBATION DEPT.			
EDWARD B. GRIPON, M.D., P.A.	900.00	475774	
LARONDA TURNER	116.73	475796	
CHERYL TARVER	57.50	475823	
SHARON STREETMAN	69.00	475869	
TANISHA GRIFFIN	119.60	475920	
ROXANA MITCHELL	127.08	475926	
			1,389.91*
JUVENILE DETENTION HOME			
CHARMTEX INC.	117.80	475857	
STERICYCLE, INC	35.00	475941	
			152.80*
CONSTABLE-PCT 2			
OFFICE DEPOT	318.02	475793	
			318.02*
CONSTABLE-PCT 4			
POSTMASTER	475.00	475798	
			475.00*
CONSTABLE PCT. 8			
OFFICE DEPOT	185.94	475793	
			185.94*
AGRICULTURE EXTENSION SVC			
STARLA B. GARLICK	15.22	475743	
			15.22*
HEALTH AND WELFARE NO. 1			
CALVARY MORTUARY	1,500.00	475756	
CLAYBAR FUNERAL HOME, INC.	2,085.95	475763	
AUSTIN CECIL WALKES MD PA	3,088.83	475821	
RACHEL DRAGULSKI	160.00	475854	
CARLETTE SULLIVAN	25.00	475879	
STERICYCLE, INC	35.00	475941	
MIKAYLA MEWA	25.00	475961	
			6,919.78*
HEALTH AND WELFARE NO. 2			
CLAYBAR FUNERAL HOME, INC.	1,040.00	475764	
OFFICE DEPOT	1,563.48	475793	
AT&T	33.51	475807	

NAME	AMOUNT	CHECK NO.	TOTAL
TIME WARNER COMMUNICATIONS	149.84	475813	
AUSTIN CECIL WALKES MD PA	3,088.83	475821	
CARLETTE SULLIVAN	97.00	475879	
			5,972.66*
NURSE PRACTITIONER			
SIERRA SPRING WATER CO. - BT	6.00	475844	
STERICYCLE, INC	35.00	475941	
			41.00*
CHILD WELFARE UNIT			
BEAUMONT OCCUPATIONAL SERVICE, INC.	240.95	475849	
J.C. PENNEY'S	2,921.29	475850	
S&M FAMILY OUTLET	200.00	475852	
ROSS DRESS FOR LESS, INC.	1,966.20	475871	
			5,328.44*
ENVIRONMENTAL CONTROL			
OFFICE DEPOT	379.22	475793	
AT&T	33.51	475807	
			412.73*
INDIGENT MEDICAL SERVICES			
CARDINAL HEALTH 110 INC	29,207.15	475911	
TDS OPERATING INC	111.96	475939	
			29,319.11*
MAINTENANCE-BEAUMONT			
JOHNSTONE SUPPLY	3,295.87	475748	
CITY OF BEAUMONT - LANDFILL	27.50	475751	
CITY OF BEAUMONT - WATER DEPT.	13,385.92	475759	
CITY OF BEAUMONT - WATER DEPT.	25.77	475760	
COASTAL WELDING SUPPLY	1,927.09	475765	
COBURN SUPPLY COMPANY INC	4,307.16	475766	
ECOLAB	209.95	475768	
W.W. GRAINGER, INC.	696.63	475773	
ENTERGY	33,039.52	475775	
JOHNSON SUPPLY	180.93	475782	
M&D SUPPLY	428.53	475785	
RALPH'S INDUSTRIAL ELECTRONICS	374.20	475801	
SANITARY SUPPLY, INC.	1,311.67	475802	
ACE IMAGEWEAR	218.65	475804	
AT&T	236.36	475807	
TIME WARNER COMMUNICATIONS	76.49	475815	
FIRETROL PROTECTION SYSTEMS, INC.	380.00	475884	
NORTHERN TOOL AND EQUIPMENT	929.97	475897	
A1 FILTER SERVICE COMPANY	732.70	475898	
EMERGENCY POWER SERVICE	1,658.14	475901	
CARRIER ENTERPRISE LLC	5,642.20	475910	
UNITED REFRIGERATION INC	143.81	475962	
			69,229.06*
MAINTENANCE-PORT ARTHUR			
CITY OF PORT ARTHUR - WATER DEPT.	775.08	475761	
ALL-PHASE ELECTRIC SUPPLY	535.78	475767	
OFFICE DEPOT	182.01	475793	
AT&T	1,432.07	475807	
TIME WARNER COMMUNICATIONS	101.74	475812	
HOWARD'S AUTO SUPPLY	18.23	475827	
SOLAR	309.76	475846	
LOWE'S HOME CENTERS, INC.	964.19	475851	
BAKER DISTRIBUTING COMPANY	65.88	475858	
PRO CHEM INC	445.70	475903	
THE HOME DEPOT PRO	2,366.06	475948	
			7,196.50*
MAINTENANCE-MID COUNTY			
CITY OF NEDERLAND	113.73	475762	
ENTERGY	372.31	475775	
SETZER HARDWARE, INC.	26.80	475803	
ACE IMAGEWEAR	35.77	475804	
AIR SERVICES UNLIMITED	12,435.00	475900	
			12,983.61*
SERVICE CENTER			

NAME	AMOUNT	CHECK NO.	TOTAL
SPIDLE & SPIDLE	6,386.29	475745	
J.K. CHEVROLET CO.	4,180.40	475778	
MUNRO'S	151.90	475788	
PHILPOTT MOTORS, INC.	1,199.60	475797	
JEFFERSON CTY. TAX OFFICE	7.50	475832	
JEFFERSON CTY. TAX OFFICE	7.50	475833	
JEFFERSON CTY. TAX OFFICE	7.50	475834	
JEFFERSON CTY. TAX OFFICE	7.50	475835	
JEFFERSON CTY. TAX OFFICE	7.50	475836	
JEFFERSON CTY. TAX OFFICE	7.50	475837	
JEFFERSON CTY. TAX OFFICE	7.50	475838	
JEFFERSON CTY. TAX OFFICE	7.50	475839	
JEFFERSON CTY. TAX OFFICE	7.50	475840	
JEFFERSON CTY. TAX OFFICE	16.75	475841	
HERRERA'S EMERGENCY LIGHTING	292.00	475856	
BUMPER TO BUMPER	1,404.31	475865	
AMERICAN TIRE DISTRIBUTORS	440.64	475882	
MIGHTY OF SOUTHEAST TEXAS	300.00	475896	
SPANKY'S WRECKER SERVICE INC	250.00	475902	
THE GOODYEAR TIRE & RUBBER COMPANY	4,240.00	475942	
O'REILLY AUTO PARTS	449.39	475943	
THIS GUYS TOOLS, LLC	353.00	475945	
			19,731.78*
VETERANS SERVICE			
OFFICE DEPOT	365.52	475793	
			365.52*
			727,307.99**
MOSQUITO CONTROL FUND			
ADAPCO, INC.	34,757.25	475742	
CITY OF NEDERLAND	56.54	475762	
W.W. GRAINGER, INC.	65.12	475773	
MUNRO'S	169.58	475788	
SANITARY SUPPLY, INC.	265.27	475802	
RUTTY & MORRIS LLC	1,380.00	475874	
PARKER LUMBER	36.00	475891	
PRO CHEM INC	392.46	475903	
ALL TERRAIN EQUIPMENT CO	14.85	475937	
CY-FAIR TIRE	24.50	475949	
ES OPCO USA LLC	184,062.06	475958	
			221,223.63**
FEMA EMERGENCY			
SPIDLE & SPIDLE	5,717.05	475745	
SANITARY SUPPLY, INC.	100.50	475802	
BIOREFERENCE LABORATORIES INC	21,050.00	475895	
COLIN'S KITCHEN LLC	36,905.72	475927	
THE HOME DEPOT PRO	119.88	475948	
ALLIED UNIVERSAL SECURITY SERVICES	15,936.44	475954	
JORDYN ROBERTS	375.00	475956	
TAMMY LYN SAIN	150.00	475957	
			80,354.59**
SECURITY FEE FUND			
ALLIED UNIVERSAL SECURITY SERVICES	5,186.72	475954	
			5,186.72**
LAW LIBRARY FUND			
LEXISNEXIS MATTHEW BENDER	1,232.69	475853	
			1,232.69**
JUVENILE PROB & DET. FUND			
GRAYSON COUNTY DEPT OF JUVENILE	5,380.37	475919	
			5,380.37**
IV-E FOSTER CARE			
BEAUMONT TROPHIES	136.10	475754	
			136.10**
GRANT A STATE AID			
EDWARD B. GRIPON, M.D., P.A.	900.00	475774	
GRAYSON COUNTY DEPT OF JUVENILE	7,116.84	475919	
			8,016.84**
COMMUNITY SUPERVISION FND			

NAME	AMOUNT	CHECK NO.	TOTAL
TIME WARNER COMMUNICATIONS	149.84	475814	
INTERFACE EAP	1,980.00	475824	
JCCSC	58.00	475894	
HIGGINBOTHAM INSURANCE AGENCY INC	500.00	475921	
			2,687.84**
JEFF. CO. WOMEN'S CENTER			
AIR COMFORT, INC.	285.00	475744	
CITY OF BEAUMONT - WATER DEPT.	353.56	475759	
M&D SUPPLY	24.61	475785	
KIM MCKINNEY, LPC, LMFT	150.00	475786	
OFFICE DEPOT	139.80	475793	
SYSCO FOOD SERVICES, INC.	683.87	475809	
BURT WALKER PARTNERS, LTD	4,500.00	475820	
BEN E KEITH FOODS	888.80	475860	
ROCHESTER ARMORED CAR CO INC	123.36	475893	
MATERA PAPER COMPANY INC	299.11	475909	
STERICYCLE, INC	35.00	475941	
A-1 NATIONAL FIRE CO	624.00	475952	
			8,107.11**
COUNTY CLK RECORDS ARCHIV			
MANATRON	109,812.32	475875	
			109,812.32**
COUNTY RECORDS MANAGEMENT			
TRIANGLE BLUE PRINT CO., INC.	912.50	475816	
			912.50**
FAMILY PROTECTION FEE FND			
CASA	3,500.00	475757	
GARTH HOUSE	3,500.00	475772	
JEFFERSON CTY. VICTIM'S ASSISTANCE	3,500.00	475863	
			10,500.00**
HOTEL OCCUPANCY TAX FUND			
THERMACON SERVICE	2,189.46	475749	
M&D SUPPLY	29.99	475785	
MUNRO'S	73.98	475788	
TIME WARNER COMMUNICATIONS	120.58	475810	
JOSEPH SEMIEN	16.10	475873	
MATERA PAPER COMPANY INC	749.00	475909	
AERUS	1,799.99	475959	
			4,979.10**
CAPITAL PROJECTS FUND			
SE TEX CONSTRUCTION CORPORATION	8,170.83	475872	
WILLIAM EDWARD KESTLER	400.00	475918	
			8,570.83**
AIRPORT FUND			
SPIDLE & SPIDLE	480.00	475745	
CITY OF NEDERLAND	1,184.17	475762	
MUNRO'S	81.65	475788	
TRI-CITY COFFEE SERVICE	251.75	475819	
GARSITE	239.44	475825	
INTERSTATE ALL BATTERY CENTER - BMT	101.94	475885	
NORTHERN TOOL AND EQUIPMENT	491.36	475897	
ADVANCE AUTO PARTS	26.70	475906	
AERO PERFORMANCE	470.25	475915	
TITAN AVIATION FUELS	11,324.50	475944	
THE HOME DEPOT PRO	800.48	475948	
			15,452.24**
SE TX EMP. BENEFIT POOL			
GROUP ADMINISTRATIVE CONCEPTS INC	940.00	475892	
EXPRESS SCRIPTS INC	95,456.83	475938	
UNITED HEALTHCARE SERVICES INC	110,242.61	475953	
			206,639.44**
WORKER'S COMPENSATION FD			
TRISTAR RISK MANAGEMENT	210.05	475866	
			210.05**
SHERIFF'S FORFEITURE FUND			

NAME	AMOUNT	CHECK NO.	TOTAL
SE TEX CONSTRUCTION CORPORATION	9,142.88	475872	
			9,142.88**
PAYROLL FUND			
JEFFERSON CTY. - FLEXIBLE SPENDING	14,439.00	475721	
CLEAT	306.00	475722	
JEFFERSON CTY. TREASURER	14,482.70	475723	
RON STADTMUELLER - CHAPTER 13	182.31	475724	
INTERNAL REVENUE SERVICE	208.00	475725	
JEFFERSON CTY. ASSN. OF D.S. & C.O.	4,280.00	475726	
JEFFERSON CTY. COMMUNITY SUP.	9,511.96	475727	
JEFFERSON CTY. TREASURER - HEALTH	544,752.11	475728	
JEFFERSON CTY. TREASURER - PAYROLL	1,799,030.12	475729	
JEFFERSON CTY. TREASURER - PAYROLL	631,719.12	475730	
MONY LIFE INSURANCE OF AMERICA	72.54	475731	
POLICE & FIRE FIGHTERS' ASSOCIATION	2,010.91	475732	
JEFFERSON CTY. TREASURER - TCDRS	723,070.66	475733	
JEFFERSON COUNTY TREASURER	2,831.43	475734	
JEFFERSON COUNTY - TREASURER -	7,290.11	475735	
NECHES FEDERAL CREDIT UNION	37,682.32	475736	
JEFFERSON COUNTY - NATIONWIDE	58,914.25	475737	
JOHN TALTON	600.00	475738	
INVESCO INVESTMENT SERVICES, INC	1,444.99	475739	
			3,852,828.53**
MARINE DIVISION			
CITY OF NEDERLAND	29.28	475762	
JACK BROOKS REGIONAL AIRPORT	265.44	475779	
RITTER @ HOME	327.90	475800	
SETZER HARDWARE, INC.	51.53	475803	
SUN COAST RESOURCES, INC.	1,479.17	475808	
ADVANCED SYSTEMS & ALARM SERVICES,	60.00	475830	
SIERRA SPRING WATER CO. - BT	252.57	475843	
BUMPER TO BUMPER	366.13	475865	
THE DINGO GROUP-PETE JORGENSON MARI	2,050.04	475876	
AERO PERFORMANCE	34.12	475915	
VECTOR SECURITY	39.95	475935	
HELICOPTER INSTITUTE INC	15,500.00	475936	
			20,456.13**
			5,343,948.58***

Resolution

STATE OF TEXAS § COMMISSIONERS' COURT
§
COUNTY OF JEFFERSON § OF JEFFERSON COUNTY, TEXAS

BE IT REMEMBERED that at an emergency meeting of the Commissioners' Court of Jefferson County, Texas, held on the 6th day of October, 2020, on motion made by Michael S. Sinegal, Commissioner of Precinct No. 3, and seconded by Everette D. Alfred, Commissioner of Precinct No. 4, the following Resolution was adopted:

WHEREAS, the Jefferson County Commissioners' Court finds that immediate action is required during times of an emergency; and

WHEREAS, the Jefferson County Commissioners' Court recognizes that the County Judge did sign a Disaster Declaration for Jefferson County on March 13, 2020; and

WHEREAS, the Jefferson County Commissioners' Court recognizes that this Disaster Declaration must be renewed pursuant to Section 418.108 (b), Government Code; and

WHEREAS, the Jefferson County Commissioners' Court recognizes that Jefferson County remains in a state of disaster as a result of the COVID-19 PANDEMIC and that the renewal of this Declaration of Disaster is necessary for the protection of life and property in Jefferson County;

NOW THEREFORE, BE IT RESOLVED that Commissioners' Court of Jefferson County, Texas, does hereby approve the renewal and extension of the Disaster Declaration entered on March 13, 2020.

SIGNED this 6th day of October, 2020.

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

Resolution

STATE OF TEXAS § COMMISSIONERS' COURT
§
COUNTY OF JEFFERSON § OF JEFFERSON COUNTY, TEXAS

BE IT REMEMBERED that at an emergency meeting of the Commissioners' Court of Jefferson County, Texas, held on the 6th day of October, 2020, on motion made by Michael S. Sinegal, Commissioner of Precinct No. 3, and seconded by Everette D. Alfred, Commissioner of Precinct No. 4, the following Resolution was adopted:

RESOLUTION TO EXTEND DISASTER DECLARATION FOR HURRICANE LAURA

WHEREAS, the Jefferson County Commissioners' Court finds that immediate action is required during times of an emergency; and

WHEREAS, the Jefferson County Commissioners' Court recognizes that the County Judge did sign a Disaster Declaration for Jefferson County on August 23, 2020; and

WHEREAS, the Jefferson County Commissioners' Court recognizes that this Disaster Declaration must be renewed pursuant to Section 418.108 (b), Government Code; and

WHEREAS, the Jefferson County Commissioners' Court recognizes that Jefferson County remains in a state of disaster as a result of the devastation created by Hurricane Laura and that the renewal of this Declaration of Disaster is necessary for the protection of life and property in Jefferson County;

NOW THEREFORE, BE IT RESOLVED that Commissioners' Court of Jefferson County, Texas, does hereby approve the renewal and extension of the Disaster Declaration entered on August 23, 2020.

SIGNED this 6th day of October, 2020.

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



2021 County Holidays

January 18 (Monday)
Martin Luther King, Jr., Day

February 15 (Monday)
President's Day

April 2 (Friday)
Good Friday

May 31 (Monday)
Memorial Day

July 5 (Monday)
Independence Day

September 6 (Monday)
Labor Day

November 11 (Thursday)
Veteran's Day

November 25 & 26 (Thursday & Friday)
Thanksgiving

December 23 & 24 (Thursday & Friday)
Christmas

December 31, 2021 (Friday)
New Year's

RIGHT OF WAY GRANT

THE STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF JEFFERSON §

THAT FOR AND IN CONSIDERATION of the sum of Ten Dollars ($10.00) and other good and valuable consideration paid to the undersigned owners (whether one or more), the receipt of which is hereby acknowledged, the undersigned hereby grant to ExxonMobil Oil Corporation, a New York corporation, whose address is 22777 Springwoods Village Parkway, Spring, Texas 77389 (hereinafter called "Grantee"), its successors and assigns, the right of way, to lay, construct, maintain, operate, replace, protect, repair, change the size of, abandon in place and remove two (2) pipelines for the transportation of oil, gas, water, petroleum products, or any other liquids, gases, or substances which can be transported through a pipeline, with all incidental equipment for the operation of the pipeline, on, over, and through the following described lands, situated in Jefferson County and State of Texas, to-wit:

171.163 acres of land, more or less, situated in the Samuel Stivers League, A-51, Jefferson County, Texas, and being more particularly described in Special Warranty Deed dated February 8, 2000 from Patrick H. Phelan, et al, to Jefferson County Texas, recorded under County Clerk's file number 2000004838, Official Public Records, Jefferson County, Texas, less and except any conveyances heretofore made. (COR2-JE-044.000)

and more particularly described as approximately indicated on Exhibit A attached hereto and made a part hereof together with the right to make temporary use of land not in excess of thirty (30) feet in width and not at the time occupied by a house, building, or other similar improvement, alongside such right of way for purposes related to the initial construction and to the repair, replacement, and removal of such pipelines and the right of ingress and egress over and across existing roadways and easements on the above-described land and adjacent lands of the undersigned owners and over and across reasonable alternative routes if existing roadways should be removed, for all purposes incident to said grant and the right of assignment in whole or in part. Prior to recording this Grant, Grantee will attach a certified plat and description as Exhibit "A" and "B" respectively.

TO HAVE AND TO HOLD said right of way unto Grantee, its successors and assigns, for so long as said right of way is used for the purposes stated above and until said right of way is released by recordable instrument.

It is distinctly understood and agreed that this does not constitute a conveyance of any part of the land above described nor of the minerals therein and thereunder, but grants only the right of way as above provided.

Grantors retain for themselves and their heirs and assigns the right to farm, graze, and otherwise use and enjoy said premises except to the extent that such use may interfere with Grantee's use of said right of way for the purposes herein granted or to the extent that such use by Grantors, their heirs and assigns may not be consistent with the safety of Grantee's facilities or the

safety of persons or property on the surface of said right of way. Without limitation of the foregoing, Grantors, their heirs and assigns, shall not excavate said right of way nor construct or permit to be constructed or placed on or over said right of way any house, structure, pavement, parking lot, obstruction, improvement or anything, either on the ground or overhanging the right of way, which may interfere with aerial surveillance of the right of way or with access to, or with the safety of Grantee's facilities, and Grantee shall be entitled at Grantee's option at any time to remove any such house, structure, pavement, parking lot, obstruction, improvement or thing, including, without limitation, growing things and overhanging limbs. Grantors, their heirs or assigns shall not construct streets, sidewalks, driveways, fences, pipelines or utility lines within said right of way unless (i) such facilities do not create a potentially unsafe condition, (ii) such facilities do not interfere with Grantee's use of the right of way, (iii) Grantee is notified prior to construction of such facilities, (iv) any pipelines or utility lines are, at Grantee's option, constructed below Grantee's lines, and (v) such facilities are constructed in accordance with any safety precautions specified by Grantee.

Grantee agrees to bury said pipelines constructed hereunder to a depth of at least thirty-six (36) inches below the surface of the ground at the time of construction. Grantee further agrees to pay for any damage to fences, crops, or timber that may result from the Grantee's exercise of any of the rights and privileges hereby granted; but after the pipeline has been laid, Grantee shall not thereafter be liable for any damages resulting from keeping the right of way clear of trees, brush, undergrowth, and other obstructions in the course of the operation and maintenance of its pipeline.

Grantee shall indemnify, defend and hold the Grantors harmless from and against all claims, losses, demands, causes of action, suits, and liability of every kind, type, and character arising out of or associated with the use of this right of way and of the rights granted herein, which are asserted by any person or entity, for personal injury, death or loss of or damage to property resulting from the negligence or willful misconduct of the Grantee. Where personal injury death, or loss of or damage to property is the result of negligence or willful misconduct by both Grantors and Grantee, the Grantee's duty of indemnification shall be in proportion to its allocable share of fault.

The undersigned owners certify under oath and subject to penalties of perjury that the undersigned owners are not foreign persons.

This Grant may be executed in counterparts and as so executed shall constitute one Agreement binding on all parties hereto, notwithstanding that all the parties have not signed the original or the same counterpart.

IN WITNESS WHEREOF, we have hereunto set our hands this 6th day of October, 2020.

Jefferson County

By (Signature): [signature]
Name (Print) JEFF R. BRANICK
Title COUNTY JUDGE
Date Oct. 06, 2020

STATE OF TEXAS §

COUNTY OF JEFFERSON §

This instrument was acknowledged before me on Oct. 06, 2020, by JEFF R. BRANICK, as County Judge, of Jefferson County, on behalf of said company.

LOMA C GEORGE
Notary Public, State of Texas
Comm Expires 02-07-2023
Notary ID# 419409-9

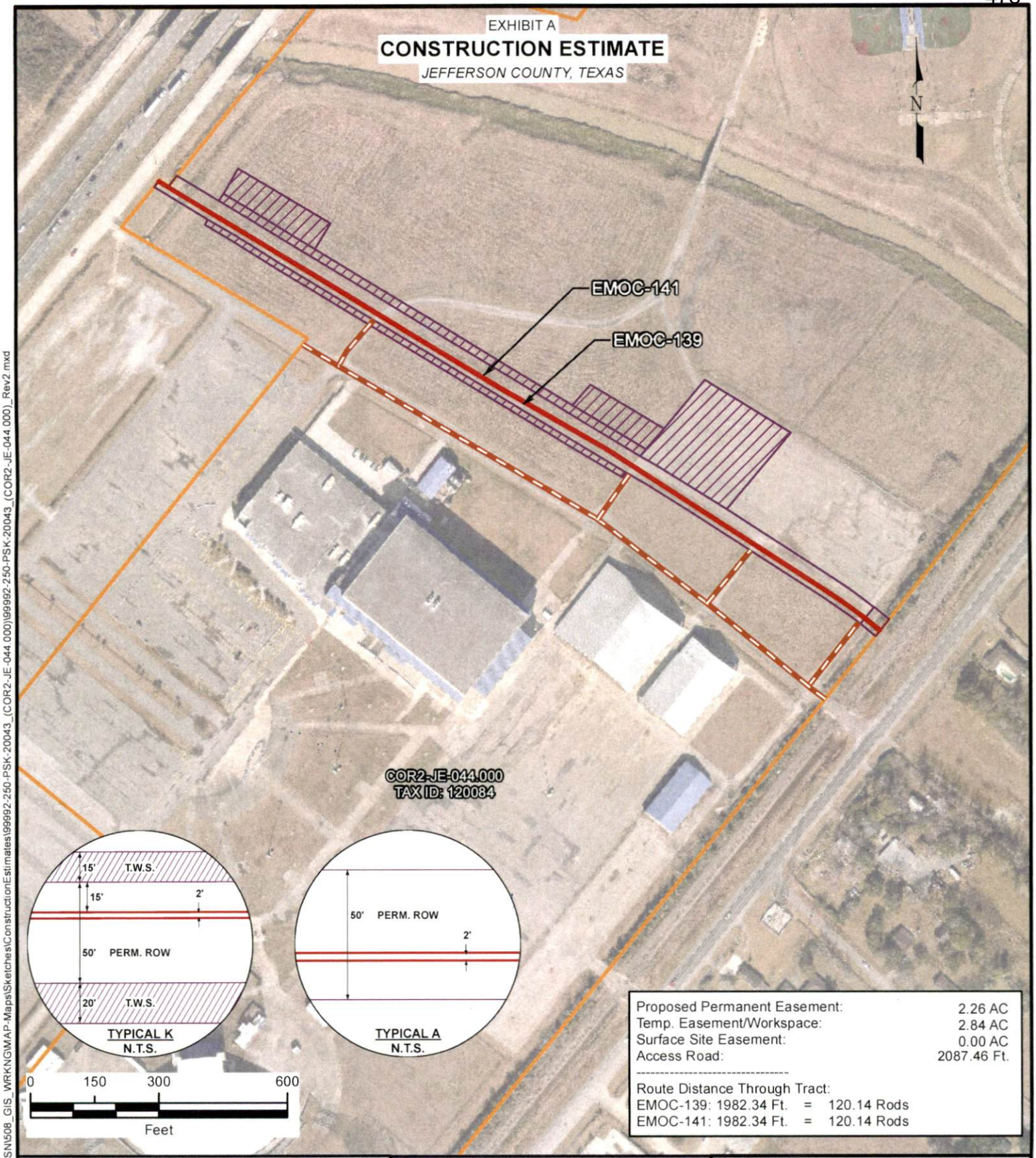
[signature]
NOTARY PUBLIC

My commission expires: 02-07-2023

EXHIBIT A

CONSTRUCTION ESTIMATE

JEFFERSON COUNTY, TEXAS



Proposed Permanent Easement:	2.26 AC
Temp. Easement/Workspace:	2.84 AC
Surface Site Easement:	0.00 AC
Access Road:	2087.46 Ft.

Route Distance Through Tract:
EMOC-139: 1982.34 Ft. = 120.14 Rods
EMOC-141: 1982.34 Ft. = 120.14 Rods

LEGEND

- Pipeline Route
- Access Road
- Permanent R.O.W.
- Temporary Workspace
- R.O.W. Parcel

THIS MAP IS FOR INFORMATION PURPOSES. DISTANCES IN THIS MAP ARE APPROXIMATIONS ONLY AND SHOULD NOT BE USED FOR AUTHORITATIVE DEFINITION OF LEGAL BOUNDARY OR PROPERTY TITLE.

UniversalPegasus INTERNATIONAL
A Subsidiary of Huntington Ingalls Industries

ExxonMobil

PROPOSED BEAUMONT 2 PROJECT
COR2-JE-044.000

NO	REVISION	DATE	APPR
2	ISSUE FOR INFORMATION	01/14/2020	JM
1	ISSUE FOR INFORMATION	09/03/2019	JM
0	ISSUE FOR INFORMATION	05/23/2019	JM

SCALE	DATE	DRAWN	CHECKED	APPROVED	PROJ. NO.	DRAWING NUMBER	SHEET
1 IN = 300 FT	05/23/2019	CNS	MM	JM	99992	99992-250-PSK-20043	1 OF 1

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EXXONMOBIL PIPELINE PROJECT
CALCULATION WORKSHEET

Date 3/4/2020

Tract Number: COR2-JE-044.000

Landowner Name: Jefferson County

Permanent Easement and Temporary Work Space

ROW 120.14 (rod) X $2,400.00 = $288,336.00

Total ROW Compensation ***$288,336.00***

Other Compensation:

Describe: Temporary Access Road (2,087.46 feet)

Calculate: 2087.46 X $10.00 per foot = $20,874.60

Total Other Compensation ***$20,874.60***

TOTAL COMPENSATION ***$309,210.60***

AGENT: Tracy Callyan DATE: 7/15/2020

LANDOWNER: DATE: 10/6/20

LANDOWNER: DATE:

Limited Title Certificate

Line No. Corridor2

Tract No. COR2-JE-044.000

Vesting

Legal Description:
171.163 acres of land, more or less, situated in the Samuel Stivers League, A-51, Jefferson County, Texas, and being more particularly described in Special Warranty Deed dated February 8, 2000 from Patrick H. Phelan, et al, to Jefferson County Texas, recorded under County Clerk's file number 2000004838, Official Public Records, Jefferson County, Texas, less and except any conveyances heretofore made.

Tax ID: 120084

Apparent Record Fee Owner:

Jefferson County
(100.000% undivided interest)
(This address is not based on Official Public Records)

Real Estate Taxes were last assessed to:

Jefferson County
1149 Pearl Street
Beaumont, Texas 77701

Grantor for Easement: (For document preparation only. Not based on Official Public Records.)

Jefferson County, Texas

Ownership is vested in the above named record fee owner(s) by virtue of the following instruments:

Doc Title:	Special Warranty Deed		Grantor:	Patrick H. Phelan, Individually; Michael A. Phelan, Individually; Patrick Henry Phelan and Michael Arthur Phelan as Trustees of the K. E. Phelan Carmody Trust "B", the J. C. Phelan Trust "B", the M. M. Phelan Green Trust "B", the M. E. Phelan McKaughan Trust "B", the C. A. Phelan McMahon Trust "B", the L. H. PHelan Bean Trust "B"; the S. A. Phelan Davant Trust "B", the A. M. Phelan, Jr. Trust"B", the P. H. Phelan Trust"B", the M. A. Phelan Trust "B" and the H. D. Phelan Trust "B"
Instrument Date:	2/8/2000		Grantee:	Jefferson County Texas
Recorded Date:	2/8/2000		Clerk's File #:	2000004838
Volume or Book:			Page Number:	

Easement

From Michael A. Phelan, Patrick H. Phelan Trustees for A. M. Phelan, Trusts "B" to Gulf States Utilities Company, a corporation duly incorporated and existing under the laws of the State of Texas per document dated 3/23/1990, recorded in File Number 9008532, Official Public Records, Jefferson county, Texas.

From Margaret Phelan (Peggy Reed Trustee, Individually and as Independent Executrix of the Estate of Thomas S. Reed, II, Deceased;Mary Jane Phelan, A. M. Phelan, Her Agent and Attorney in Fact;Margaret Phelan Reed, a feme sole;Georgia M. Phelan LaBove;Patricia Nelson Phelan Milam, Individually, as Trustee, and also as Trustee of the P.N. Phelan Trust No.1;Patrick Henry Phelan, Trustee;Michael Arthur Phelan, Trustee;Anthony McDade Phelan, Jr., Trust;Katherine E. Phelan Carmody Trust;Johannah Cunningham Phelan Trust;Colleen A. Phelan McMahan Trust;Lillian H. Phelan Bean Trust;Sharon A. Phelan Davant Trust;Patrick Henry Phelan Trust;Michael Arthur Phelan Trust;Harry Dennis Phelan Trust;Michael Arthur Phelan and Patrick Henry Phelan, Trustees. to United Texas Transmission Company per document dated 10/21/1980, recorded in Volume 2280, Page 290, File Number 1068437, Official Public Records, Jefferson county, Texas.

From Margaret Phelan (Peggy Reed Trustee, Individually and as Independent Executrix of the Estate of Thomas S. Reed, II, Deceased;Mary Jane Phelan, A. M. Phelan, Her Agent and Attorney in Fact;Margaret Phelan Reed, a feme sole;Georgia M. Phelan LaBove;Patricia Nelson Phelan Milam, Individually, as Trustee, and also as Trustee of the P.N. Phelan Trust No.1;Patrick Henry Phelan, Trustee;Michael Arthur Phelan, Trustee;Anthony McDade Phelan, Jr., Trust;Katherine E. Phelan Carmody Trust;Johannah Cunningham Phelan Trust;Colleen A. Phelan McMahan Trust;Lillian H. Phelan Bean Trust;Sharon A. Phelan Davant Trust;Patrick Henry Phelan Trust;Michael Arthur Phelan Trust;Harry Dennis Phelan Trust;Michael Arthur Phelan and Patrick Henry Phelan, Trustees. to Mobil Oil Corporation, organized under the laws of the State of New York per document dated 7/25/1980, recorded in Volume 2255, Page 85, File Number 1058443, Official Public Records, Jefferson county, Texas.

From A. M. Phelan, Agent and Attorney in Fact for Mary Jane Phelan;Patrick Henry Phelan and Michael Arthur Phelan Trustees for "A.M. Phelan, Jr. Trust B", K.E. Phelan Carmody Trust B", "J. C. Phelan Trust B", "M.M. Phelan Trust B", M.E. Phelan McKaughan Trust B", "C. A. Phelan McMahon Trust B", "L.H. Phelan Bean Trust B", S.A. Phelan Davant Trust B", P.H. Phelan Trust B", and "H.D. Phelan Trust B"Patricia Nelson Phelan Milam, Individually and as Trustee of the Francis Dennis Phelan, II Children's Trust, and as Trustee of the P.N. Phelan Trust No.1A. M. Phelan, Individual;Michael A. Phelan, Trustee;Margaret Phelan (Peggy) Reed, Trustee;Margaret Phelan (Peggy) Reed, Agent and Attorney in Fact for Margaret Phelan Reed, a feme sole;Margaret Phelan (Peggy Reed;Patricia Nelson Phelan Milam, Trustee;Mrs. George M. Phelan Labove;Everett Lord, Trustee to The City of Beaumont, a Municipal corporation per document dated 9/22/1975, recorded in Volume 1900, Page 227, File Number 908157, Official Public Records, Jefferson county, Texas.

From A. M. Phelan;Margaret Phelan (Peggy) Reed, Trustee;Patricia Nelson Phelan Milam, Individually and as Trustee of the Francis Dennis Phelan, II Childrens' Trust;Anthony M. Phelan, as Agent and Attorney in Fack for Katherine Elizabeth Carmody and her husband, Thomas G. Carmody; Margaret Myers Phelan Green and her husband, Edward H. Green, Jr., Mary Ellen Phelan MaKaughan, and her husband David J. McMahon, Lillian Huey Phelan Bean, Patrick Henry Phelan, Michael Arthru Phelan, Sharon Anne Phelan Gordon, Mary Jane Phelan, a feme sole, Harry Dennis Phelan, and Johannah Cunningham Phelan;Francis Denis Phelan, II;Patricia Ann Phelan Malain;P. N. Phelan Trust No. 1, David Nelson Phelan, Trustee;Mary Ann Phelan Harvey;Georgia M. Phelan;James Nelson Phelan;David Nelson Phelan;Everett Lord, Trustee to The Texas Pipe Line Company, a Texas corporation per document dated 6/5/1975, recorded in Volume 1887, Page 370, File Number 902535, Official Public Records, Jefferson county, Texas.

From A. M. Phelan; Margaret Phelan (Peggy) Reed, Trustee; Patricia Nelson Phelan Milam, Individually and as Trustee of the Francis Dennis Phelan, II Childrens' Trust; Anthony M. Phelan, as Agent and Attorney in Fack for Katherine Elizabeth Carmody and her husband, Thomas G. Carmody; Margaret Myers Phelan Green and her husband, Edward H. Green, Jr., Mary Ellen Phelan MaKaughan, and her husband David J. McMahon, Lillian Huey Phelan Bean, Patrick Henry Phelan, Michael Arthru Phelan, Sharon Anne Phelan Gordon, Mary Jane Phelan, a feme sole, Harry Dennis Phelan, and Johannah Cunningham Phelan; Francis Denis Phelan, II;Patricia Ann Phelan Malain; P. N. Phelan Trust No. 1, David Nelson Phelan, Trustee; Mary Ann Phelan Harvey; Georgia M. Phelan; James Nelson Phelan;David Nelson Phelan; Everett Lord, Trustee to The Texas Pipe Line Company, a Texas corporation per document dated 1/22/1975, recorded in Volume 1869, Page 353, File Number 894439, Official Public Records, Jefferson county, Texas.

From A. M. Phelan, Individually and as Trustee for James Nelson Phelan, Sharon Anne Phelan Gordon, and Harry Dennis Phelan;Thomas S. Reed, II, Individually and as Agent and Attorney in Fact for Mrs. Margaret Phelan Reed, Mary Reed Williams, Randolph C. Reed, Jr., and Margaret Phelan Reed;Randolph C. Reed;Anthony M. Phelan, as Agent and Attorney in Fact for Katherine Elizabeth Phelan Carmody and her husband, Thomas G. Carmody; Margaret Myers Phelan Green and her husband Edward H. Green, Jr.; Anthony McDade Phelan, Jr.; Mary Ellen Phelan McKaughan; Colleen Anne Phelan McMahon and her husband, David J. McMahon; Lillian Huey Phelan Bean; Patrick Henry Phelan; Michael Arthur Phelan; Sharon Anne Phelan Gordon; Mary Jane Phelan, a feme sole; Harry Dennis Phelan and Johannah Cunningham Phelan; to Mobil Pipe Line Company, organized under the laws of the State of Delaware per document dated 7/14/1971, recorded in Volume 1694, Page 362, File Number 816471, Official Public Records, Jefferson county, Texas.

From A. M. Phelan, Individually and as Trustee for James Nelson Phelan, Sharon Anne Phelan Gordon, and Harry Dennis Phelan;Anthony M. Phelan, as Agent and Attorney in Fact for Katherine Elizabeth Phelan Carmody and her husband, Thomas G. Carmody; Margaret Myers Phelan Green and her husband Edward H. Green, Jr.; Anthony McDade Phelan, Jr.; Mary Ellen Phelan McKaughan; Colleen Anne Phelan McMahon and her husband, David J. McMahon; Lillian Huey Phelan Bean; Patrick Henry Phelan; Michael Arthur Phelan; Sharon Anne Phelan Gordon; Mary Jane Phelan, a feme sole; Harry Dennis Phelan and Johannah Cunningham Phelan;Randolph C. Reed;Thomas S. Reed, II, Individually and as Agent and Attorney in Fact for Mrs. Margaret Phelan Reed, Mary Reed Williams, Randolph C. Reed, Jr., and Margaret Phelan Reed to Mobil Pipe Line Company, organized under the laws of the State of Delaware per document dated 11/20/1970, recorded in Volume 1665, Page 374, File Number 804399, Official Public Records, Jefferson county, Texas.

From A. M. Phelan, Individually and as Trustee for, James Nelson Phelan, Mary Ann Phelan Harvey, Sharon Anne Phelan Moss, Harry Dennis Phelan, and Michael Arthur Phelan;Anthony M. Phelan, as Agent and Attorney in Fact for Katherine Elizabeth Phelan Carmody and her husband, Thomas G. Carmody, Margaret Myers Phelan Green and her husband, Edward H. Green, Jr., Anthony McDade Phelan, Jr., Mary Ellen Phelan McKaughan, Colleen Anne Phelan McMahon and her husband, David J. McMahon, Lillian Huey Phelan Bean, Patrick Henry Phelan, Michael Arthur Phelan, and Sharon Anne Phelan Moss, Mary Jane Phelan, a feme sole, and Harry Dennis Phelan; Johannah Cunningham PhelanRandolph C. Reed;Thomas S. Reed, II, Individually and as Agent and Attorney in Fact for Mrs. Margaret Phelan Reed, Mary Reed Roane, a feme sole, Randolph C. Reed, Jr., and Miss Margaret Phelan Reed.Patricia Nelson Phelan, a Widow, Individually and as Independent Executrix of the Estate of John Henry Phelan, Jr., Deceased, and as Agent and attorney in Fact for James Nelson Phelan;Patricia Nelson Phelan, as agent and Attorney in Fact for David Nelson Phelan, Patricia Ann Phelan Malain and her husband Harold L. Malain, Mary Ann Phelan Harvey and her husband, Olin Victor Harvey, John Henry Phelan, III, and Francis Dennis Phelan, II;Ruby Reed Lyons;Alfred G. Lyons; to Jefferson County Drainage District No. 6 per document dated 2/10/1969, recorded in Volume 1584, Page 250, File Number 771045, Official Public Records, Jefferson county, Texas.

From A. M. Phelan, Individually and as Trustee for David Nelson Phelan, James Nelson Phelan, Mary Ann Phelan Harvey, Sharon Anne Phelan Gordon, Harry Dennis Phelan, and Michael Arthur Phelan;Anthony M. Phelan, as Agent and Attorney in Fact for Katherine Elizabeth Phelan Carmody and her husband, Thomas G. Carmody Margaret Myers Phelan Green and her husband, Edward H. Green, Jr., Anthony McDade Phelan, Jr., Mary Ellen Phelan McKaughan and her husband Richard E. McKaughan, Jr.., Colleen Anne Phelan McMahon and her husband, David J. McMahon, Lillian Huey Phelan Bean and her husband Harold F. Bean, Jr, Patrick Henry Phelan, Michael Arthur Phelan, and Sharon Anne Phelan Gordon, a feme sole.Randolph C. Reed;Thomas S. Reed, II, Individually and as Agent and Attorney in Fact for Mrs. Margaret Phelan Reed, Mary Reed Roane, a feme sole, Randolph C. Reed, Jr., and Miss Margaret Phelan Reed.Patricia Nelson Phelan, a Widow, Individually and as Independent Executrix of the Estate of John Henry Phelan, Jr., Deceased.Patricia Nelson Phelan, as agent and Attorney in Fact for David Nelson Phelan, Patricia Ann Phelan Malain and her husband Harold L. Malain, Mary Ann Phelan Harvey and her husband, Olin Victor Harvey, John Henry Phelan, III, and Francis Dennis Phelan, II;Ruby Reed Lyons;Alfred G. Lyons;Mary Jane Phelan, a Feme Sole to Houston Pipe Line Company, a Texas Corporation per document dated 6/29/1967, recorded in Volume 1513, Page 121, File Number 739682, Official Public Records, Jefferson county, Texas.

From A. M. Phelan, Individually and as Trustee for David Nelson Phelan, James Nelson Phelan, Mary Ann Phelan Harvey, Sharon Anne Phelan Gordon, Harry Dennis Phelan, and Michael Arthur Phelan; Anthony M. Phelan, as Agent and Attorney in Fact for Katherine Elizabeth Phelan Carmody and her husband, Thomas G. Carmody Margaret Myers Phelan Green and her husband, Edward H. Green, Jr., Anthony McDade Phelan, Jr., Mary Ellen Phelan McKaughan and her husband Richard E. McKaughan, Jr., Colleen Anne Phelan McMahon and her husband, David J. McMahon, Lillian Huey Phelan Bean and her husband Harold F. Bean, Jr, Patrick Henry Phelan, Michael Arthur Phelan, and Sharon Anne Phelan Gordon, a feme sole. Randolph C. Reed; Thomas S. Reed, II, Individually and as Agent and Attorney in Fact for Mrs. Margaret Phelan Reed, Mary Reed Roane, a feme sole, Randolph C. Reed, Jr., and Miss Margaret Phelan Reed. Patricia Nelson Phelan, a Widow, Individually and as Independent Executrix of the Estate of John Henry Phelan, Jr., Deceased. Patricia Nelson Phelan, as agent and Attorney in Fact for David Nelson Phelan, Patricia Ann Phelan Malain and her husband Harold L. Malain, Mary Ann Phelan Harvey and her husband, Olin Victor Harvey, John Henry Phelan, III, and Francis Dennis Phelan, II; Ruby Reed Lyons; Alfred G. Lyons; Mary Jane Phelan, a Feme Sole to Houston Pipe Line Company, a Texas Corporation per document dated 6/29/1967, recorded in Volume 1513, Page 128, File Number 739683, Official Public Records, Jefferson county, Texas.

From Patricia Nelson Phelan, Individually and as Independent Executrix of the Estate of J. H. Phelan, Jr., Deceased; Patricia Phelan Malain, joined by her husband, Harold L. Malain; Anthony McDade Phelan, Jr.; A. M. Phelan, Individually and as sole surviving Trustee for John Henry Phelan, III, Francis Dennis Phelan, II, David Nelson Phelan, Mary Ann Phelan, James Nelson Phelan, Colleen Ann Phelan McMahon, Lillian Huey Phelan Bean, Patrick Henry Phelan, Michael Arthur Phelan, Sharon Anne Phelan and Harry Dennis Phelan; Kathering Elizabeht Phelan Carmody and her husband, Edward H. Green, Jr., Johanna Cunningham Phelan, a feme sole, Mary Ellen Phelan McKaughan and her husband, Richard E. McKaughan, Jr., each and all acting herein by and through A. M. Phelan, Their Agent and Attorney in Fact to Service Pipe Line Company, a Maine Corporation per document dated 12/5/1961, recorded in Volume 1301, Page 531, File Number 611330, Official Public Records, Jefferson county, Texas.

From Hannah Cunningham Phelan, a widow; Margaret Phelan Reed, joined by her husband Randolph C. Reed; J. H. Phelan, Jr., Individually; A. M. Phelan, Individually/ J. H. Phelan, Jr., A. M. Phelan and George W. Brown, Jr., Independent Co-Executors of the Estate of J. H. Phelan, Deceasedto Houston Pipe Line Company, a Texas Corporation per document dated 6/30/1959, recorded in Volume 1182, Page 318, File Number 536160, Official Public Records, Jefferson county, Texas.

From Hannah Cunningham Phelan, a widow; Margaret Phelan Reed, joined by her husband Randolph C. Reed; J. H. Phelan, Jr., Individually; A. M. Phelan, Individually/ J. H. Phelan, Jr., A. M. Phelan and George W. Brown, Jr., Independent Co-Executors of the Estate of J. H. Phelan, Deceasedto Houston Pipe Line Company, a Texas Corporation per document dated 6/23/1959, recorded in Volume 1182, Page 311, File Number 536159, Official Public Records, Jefferson county, Texas.

From J. H. Phelan; J. H. Phelan, Jr.; A. M. Phelan; Marjory Phelan Reed; Randolph C. Reed to The Texas Company, a corporation of Delaware per document dated 9/11/1952, recorded in Volume 886, Page 495, File Number 345564, Official Public Records, Jefferson county, Texas.

From J. H. Phelan; J. H. Phelan, Jr.; A. M. Phelan; Mrs. Randolph C. Reed; Randolph C. Reed to Stanolind Oil and Gas Company a Delaware Corporation per document dated 4/7/1938, recorded in Volume 449, Page 62, File Number 60277, Official Public Records, Jefferson county, Texas.

From W. C. Tyrrell, Trustee for W. C. Tyrrell Trust to The Texas Pipe Line Company, a corporation of Texas per document dated 8/28/1931, recorded in Volume 361, Page 202, File Number 96174, Official Public Records, county, .

From W. C. Tyrrell, Trustee for W. C. Tyrrell Trust to Sun Pipe Line Company per document dated 4/30/1931, recorded in Volume 357, Page 599, File Number 93577, Official Public Records, Jefferson county, Texas.

Exclusive Easement

None Found of Record

Outstanding Lien

None Found of Record

Surface Lease

None Found of Record

Less & Except (Outsales)

Document Searched

Probate

None Found of Record

Comments:

Abstractor found that the CAD map has been updated to reflect an offline outsale of 12.183 acres to I-10 RV LLC, Tax Property ID 400927. However, no deed has been filed as of yet for this conveyance implying that it was very recent, or in 2017. This does not change grantor for EA or, add any additional tracts, but does however change the legal description if and when this conveyance is filed.

Updated 4/26/2019 - No Changes.

Except as noted otherwise, the preceding information represents a careful search of the records of the Jefferson County Clerk and District Court of Jefferson County, Texas. *The research was conducted using the name(s)* ***only*** *as represented in this report.* Abstractor is not responsible for omissions or errors made by those offices in the recording or documentation of any information pertinent to the examination.

Research conducted from February 08, 2000 through March 26, 2018.

Title updated from March 26, 2018 through April 25, 2019.

Dated: 3/26/2018 Signed: *Brice Morris*

Brice Morris, Abstractor

Reviewed By: *Jonathan Grozinger*

Dated: 4/27/2019

Updated By: *Brice Morris*

Dated: 4/26/2019

TEMPORARY WORKSPACE AGREEMENT
or
TEMPORARY ACCESS AGREEMENT

THIS AGREEMENT, dated the 6th day of OctoBER 2020 is by and between Jefferson County, Texas, hereinafter referred to as PERMITOR, and ExxonMobil Oil Corporation, a New York corporation, hereinafter referred to as PERMITTEE.

PERMITTEE proposes to utilize PERMITOR'S property more particularly described or shown on Exhibit "A" which is attached hereto and made a part hereof by reference. Said property to be used by PERMITEE for use of temporary access road(s) associated with pipeline construction to take place in Jefferson County, Texas.

PERMITOR hereby grants to PERMITTEE the right to temporarily utilize an agreed upon portion of PERMITOR'S property for the purpose hereinabove stated, subject to the following terms and conditions:

1) PERMITEE agrees to pay PERMITOR $ 5058.60 for the temporary use of PERMITOR's property. The term shall be 365 days from the date of entering the property with equipment.

2) PERMITTEE shall, if necessary, be allowed to install gates in PERMITTOR'S fencing as required for access to PERMITTEE'S pipeline easement.

3) Upon completion of its use of said property, PERMITTEE shall restore PERMITOR'S property to a state equal to its condition prior to the activities conducted by PERMITTEE, or,

4) PERMITTEE shall be responsible for the cost of prompt repair of PERMITOR's property resulting from damage incurred as a result of PERMITEE's use of said property.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed in duplicate the day and year first written above. This Agreement may be executed in counterparts and as so executed shall constitute one Agreement binding on all parties hereto, notwithstanding that all the parties have not signed the original or the same counterpart.

Jefferson County, Texas

By: _____

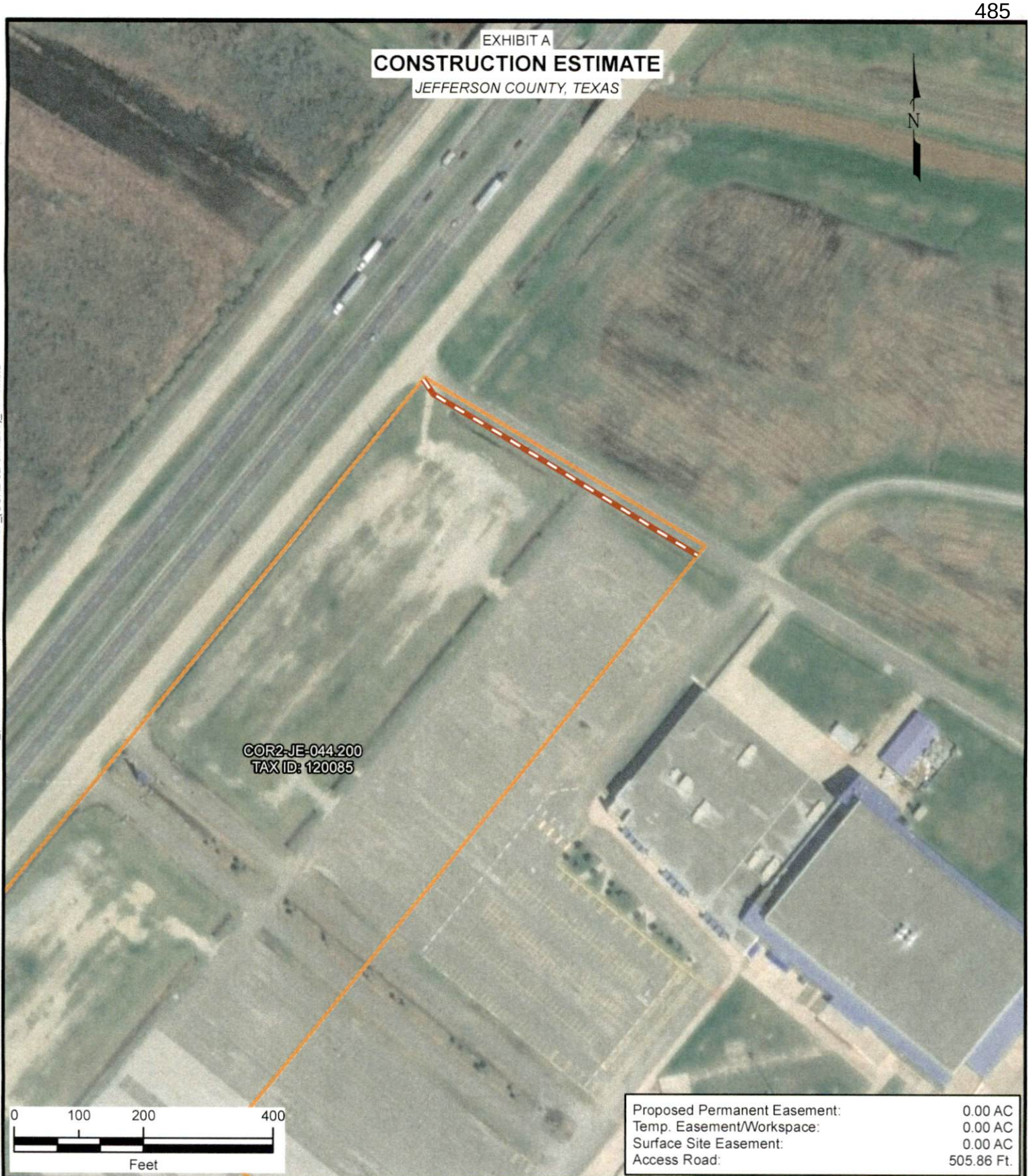
Name: JEFF L. BRANICK

Title: COUNTY JUDGE

EXHIBIT A

CONSTRUCTION ESTIMATE

JEFFERSON COUNTY, TEXAS



Proposed Permanent Easement:	0.00 AC
Temp. Easement/Workspace:	0.00 AC
Surface Site Easement:	0.00 AC
Access Road:	505.86 Ft.

LEGEND

- Pipeline Route
- Access Road
- Permanent R.O.W.
- Temporary Workspace
- R.O.W. Parcel

THIS MAP IS FOR INFORMATION PURPOSES. DISTANCES IN THIS MAP ARE APPROXIMATIONS ONLY AND SHOULD NOT BE USED FOR AUTHORITATIVE DEFINITION OF LEGAL BOUNDARY OR PROPERTY TITLE.

UniversalPegasus INTERNATIONAL
A Subsidiary of Huntington Ingalls Industries

ExxonMobil

PROPOSED BEAUMONT 2 PROJECT
PIPELINE EASEMENT
COR2-JE-044.200
JEFFERSON COUNTY

NO	REVISION	DATE	APPR
0	ISSUE FOR INFORMATION	08/21/2019	JM

SCALE	DATE	DRAWN	CHECKED	APPROVED	PROJ. NO.	DRAWING NUMBER	SHEET
1 IN = 200 FT	08/21/2019	CNS	MM	JM	99992	99992-250-PSK-20357	1 OF 1

Document Path: P:\99992\01\500_ENG-DSN\508_GIS_WRKNG\MAP-Maps\Sketches\ConstructionEstimates\99992-250-PSK-20357_(COR2-JE-044 200)\99992-250-PSK-20357_(COR2-JE-044 200)_Rev0.mxd

EXXONMOBIL PIPELINE PROJECT
CALCULATION WORKSHEET

Date 1/25/2020

Tract Number: COR2-JE-044.200

Landowner Name: Jefferson County, Texas

Permanent Easement and Temporary Work Space

ROW	0	(acres) X	$0.00	=		$0.00
TWS	0	(acres) X	$0.00	=		$0.00

Total ROW Compensation ***$0.00***

Other Compensation:

Describe: Temporary Access Road (505.86 feet)

Calculate:	505.86	X	$10.00	per	foot	=	$5,058.60

Total Other Compensation ***$5,058.60***

TOTAL COMPENSATION ***$5,058.60***

AGENT: Tracy Calhoun DATE: 7/15/2020

LANDOWNER: DATE: 10-06-2020

LANDOWNER: DATE:

Limited Title Certificate

Line No. Beaumont 2

Tract No. COR2-JE-044.200

Vesting

Legal Description:
37.684 acres of land more or less, situated in the Samuel Stivers League, A-51, Jefferson County, Texas, and being more particularly described in Deed of Gift dated February 9, 2000 from Patrick H. Phelan, Individually, et al, to Jefferson County, Texas, recorded under County Clerk's file number 2000004839, Official Public Records, Jefferson County, Texas, less and accept any conveyances heretofore made.

Tax ID: 120085

Apparent Record Fee Owner:

Jefferson County
(This address is not based on Official Public Records)

Real Estate Taxes were last assessed to:

Jefferson County
1149 Pearl Street
Beaumont, TX 77701-3638

Grantor for Easement: (For document preparation only. Not based on Official Public Records.)

Jefferson County, Texas

Ownership is vested in the above named record fee owner(s) by virtue of the following instruments:

Doc Title:	Deed of Gift		Grantor:	Patrick H. Phelan, Individually; Michael A. Phelan, Individually; Patrick Henry Phelan and Michael Arthur Phelan, a Trustees or the K. E. Phelan Carmody Trust "B", the J. C. Phelan Trust "B", the M. M. Phelan Green Trust "B", the M.E. Phelan McKaughan Trust "B", the C. A. Phelan McMahon Trust "B", the L.H. Phelan Bean Trust "B" the S. A. Phelan Davant Trust "B", the A. M. Phelan, Jr. Trust "B", the P. H. Phelan Trust "B", the M. A. Phelan Trust "B", and the H. D. Phelan Trust "B"
Instrument Date:	2/8/2000		Grantee:	Jefferson County, Texas
Recorded Date:	2/8/2000		Clerk's File #:	2000004839
Volume or Book:			Page Number:	

Easement

No Search at This Time

Exclusive Easement

No Search at This Time

Outstanding Lien

None Found of Record

Surface Lease

No Search at This Time

Less & Except (Outsales)

No Search at This Time

Probate

No Search at This Time

Comments:

Except as noted otherwise, the preceding information represents a careful search of the records of the Jefferson County Clerk's and District Court of Jefferson County, Texas. *The research was conducted using the name(s)* ***only*** *as represented in this report.* Abstractor is not responsible for omissions or errors made by those offices in the recording or documentation of any information pertinent to the examination.

Research conducted from February 08, 2000 through January 13, 2000.

Dated: 1/14/2020

Signed: *Brice Morris*

Brice Morris, Abstractor

Reviewed By: *Jonathan Grozinger*

Dated: 1/20/2020

PROCLAMATION

STATE OF TEXAS § COMMISSIONERS' COURT
§
COUNTY OF JEFFERSON § OF JEFFERSON COUNTY, TEXAS

BE IT REMEMBERED at a meeting of Commissioners' Court of Jefferson County, Texas, held on the 6th day of October, 2020, on motion made by Michael S. Sinegal, Commissioner of Precinct No. 3, and seconded by Everette D. Alfred, Commissioner of Precinct No. 4, the following Proclamation was adopted:

2020 NATIONAL 4-H WEEK

WHEREAS, The Commissioners Court of Jefferson County is proud to honor the 4-H Youth Development Program of the Texas A&M AgriLife Extension Service for 113 years of providing experience-based education to youngsters throughout the Lone Star State; and

WHEREAS, This admirable program, which seeks to provide a learning experience for the whole child, including head, heart, hands, and health, helps young Texans to acquire knowledge, develop life skills, and form attitudes to enable them to become self-directed, productive, and contributing members of our society; and

WHEREAS, Its more than 550,000 urban, suburban, and rural youth participants, ranging in age from eight to nineteen, hail from diverse ethnic and socioeconomic backgrounds and truly represent a cross-section of the state; and

WHEREAS, The program undoubtedly could not have achieved the success that it has today were it not for the service of its more than 22,000 volunteers, who have given generously of their time, talents, energies, and resources to the youth of Texas; and

WHEREAS, Throughout its proud history, the 4-H program has developed positive role models for countless Texans and through its innovative and inspiring programs, continues to build character and to instill the values that have made our state strong and great; now.

THEREFORE, BE IT RESOLVED, that the Commissioner's Court of Jefferson County, hereby designates October 4-10, 2020 as National 4-H Week in Texas and we commend the 4-H Youth Development Program of the Texas A&M AgriLife Extension Service and the many men and women who have made the program a success.

SIGNED this 6th day of October, 2020.

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

AGENDA ITEM **October 6, 2020**

Consider, possibly approve, execute, receive and file an Order establishing the Diamond Green Diesel LLC Reinvestment Zone Pursuant to Section 312, Texas Property Tax Code.

STATE OF TEXAS	§	IN THE COMMISSIONERS COURT
COUNTY OF JEFFERSON	§	OF JEFFERSON COUNTY, TEXAS

AN ORDER OF THE COMMISSIONERS COURT OF JEFFERSON COUNTY, TEXAS DESIGNATING A REINVESTMENT ZONE PURSUANT TO SEC 312. 401 OF THE TAX CODE (THE PROPERTY REDEVELOPMENT AND TAX ABATEMENT ACT)

BE IT REMEMBERED at a meeting of Commissioners Court of Jefferson County, Texas, held on the 6th day of October, 2020 on motion made by Brent Weaver, Commissioner of Precinct No 2, and seconded by Michaël S/ Sinegal, Commissioner of Precinct No 3, the following Order was adopted

WHEREAS, the Commissioners Court of Jefferson County, Texas desires to create the proper economic and social environment to induce the Investment of private resources in productive business enterprises located in the county and to provide employment to residents of the area; and,

WHEREAS, it is in the best interest of the County to designate the Diamond Green Diesel facility located at 1801 South Gulfway Drive, Port Arthur, Texas 77640, a reinvestment zone which shall be named the DGD Reinvestment Zone, pursuant to Sec. 312. 401, Tax Code (The Property Redevelopment and Tax Abatement Act).

IT IS THEREFORE ORDERED BY THE COMMISSIONERS COURT OF JEFFERSON COUNTY, TEXAS

Section 1. That the Commissioners Court hereby designates the property located at 1801 South Gulfway Drive, Port Arthur, Jefferson County, Texas, and further described in the legal description attached hereto as Exhibit *"A"*, and made apart hereof for all purposes, as the DGD Reinvestment Zone (the "Zone").

Section 2 That the Commissioners Court finds that the Zone area meets the qualifications of the Texas Redevelopment and Tax Abatement Act (hereinafter referred to as the "Act").

Section 3. That the Commissioners Court has heretofore adopted Guidelines and Criteria for Granting Tax Abatements in Reinvestment Zones in Jefferson County, Texas.

Section 4 That the Commissioners Court held a public hearing to consider this Order on the 6th day of October, 2020.

Section 5. The Commissioners Court finds that such improvements are feasible and will benefit the Zone after the expiration of the agreement.

Section 6. The Commissioners Court finds that creation of the Zone is likely to contribute to the retention or expansion of primary employment in the area and/or would contribute to attract major investments that would be a benefit to the property and that would contribute to the economic development of the community.

Section 7. That this Order shall take effect from and after its passage as the law in such cases provides.

Signed this 6th day of OCTOBER, 2020.

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

COMMISSIONERS COURT
JEFFERSON COUNTY, TEXAS

EXHIBIT "A"

Legal Description: 983.896 Acre Reinvestment Zone
B.C. Arthur Survey, Abstract No. 61
T. & N.O. RR. Survey, Abstract No. 250
Franklin Baker Survey No. 2, Abstract No. 725
Jefferson County, Texas

BEING a 983.896 acre reinvestment zone situated in the B.C. Arthur Survey, Abstract No. 61, T. & N.O. RR. Survey, Abstract No. 250 and Franklin Baker Survey No. 2, Abstract No. 725, Jefferson County, Texas, said 983.896 acre tract being more particularly described as follows:

NOTE: ALL BEARINGS, DISTANCES AND COORDINATES ARE REFERENCED TO TEXAS COORDINATE SYSTEM OF 1983, SOUTH CENTRAL ZONE NAD83 (2011).

BEGINNING at the apparent intersection of State Highway 87 and State Highway 82, said point having state plane coordinates of N:13,896,982.17, E:3,564,450.05;

THENCE SOUTH 39°39'57" EAST, along and with State Highway 82, for a distance of 187.31 feet to a point;

THENCE SOUTH 53°08'37" EAST, along and with State Highway 82, for a distance of 2607.35 feet to a point;

THENCE SOUTH 53°45'24" EAST, along and with State Highway 82, for a distance of 1671.02 feet to a point;

THENCE SOUTH 52°13'04" EAST, along and with State Highway 82, for a distance of 205.45 feet to a point, said point being in the apparent intersection of State Highway 82 and West Seventh Street;

THENCE SOUTH 36°42'06" WEST, along and with West Seventh Street, for a distance of 6246.82 feet to a point;

THENCE SOUTH 42°43'38" WEST, for a distance of 3208.00 feet to a point;

THENCE SOUTH 75°01'38" WEST, for a distance of 2331.53 feet to a point;

THENCE NORTH 14°33'02" WEST, for a distance of 1772.41 feet to a point;

THENCE NORTH 04°01'34" EAST, for a distance of 112.53 feet to a point;

THENCE NORTH 19°09'13" EAST, for a distance of 138.49 feet to a point;

THENCE NORTH 75°51'34" EAST, for a distance of 378.57 feet to a point;

THENCE NORTH 14°59'41" WEST, for a distance of 1438.93 feet to a point;

THENCE NORTH 49°41'45" EAST, for a distance of 494.95 feet to a point;

THENCE NORTH 68°17'39" EAST, for a distance of 49.08 feet to a point;

THENCE NORTH 30°07'54" EAST, for a distance of 810.46 feet to a point;

THENCE NORTH 11°28'03" WEST, for a distance of 105.50 feet to a point;

THENCE NORTH 76°04'50" EAST, for a distance of 654.36 feet to a point;

THENCE NORTH 73°35'04" EAST, for a distance of 481.07 feet to a point, said point being in the apparent centerline of State Highway 87;

THENCE NORTH 06°26'13" WEST, along and with State Highway 87, for a distance of 707.93 feet to a point;

THENCE NORTH 02°44'21" WEST, along and with State Highway 87, for a distance of 126.37 feet to a point;

THENCE NORTH 05°59'21" EAST, along and with State Highway 87, for a distance of 118.95 feet to a point;

THENCE NORTH 12°37'31" EAST, along and with State Highway 87, for a distance of 412.44 feet to a point;

THENCE NORTH 15°50'26" EAST, along and with State Highway 87, for a distance of 171.77 feet to a point;

THENCE NORTH 26°06'24" EAST, along and with State Highway 87, for a distance of 186.82 feet to a point;

THENCE NORTH 32°39'55" EAST, along and with State Highway 87, for a distance of 2270.24 feet to a point;

THENCE NORTH 33°11'47" EAST, along and with State Highway 87, for a distance of 2428.12 feet to a point;

THENCE NORTH 34°13'40" EAST, along and with State Highway 87, for a distance of 195.74 feet to a point;

THENCE NORTH 45°42'56" EAST, along and with State Highway 87, for a distance of 177.49 feet to the **POINT OF BEGINNING** of the tract herein described and containing 983.896 acres more or less.

This legal description is being submitted along with a plat based on this description. **(SEE EXHIBIT "B")**

Thomas S. Rowe, RPLS No. 5728

TBPLS Firm No.: 10106700 4/21/20

STATE OF TEXAS
REGISTERED
THOMAS S. ROWE
5728
PROFESSIONAL
LAND SURVEYOR

W:\2020\20-405 VALERO\20-405_EXHIBIT_A.DOC

JEFFERSON COUNTY, TEXAS

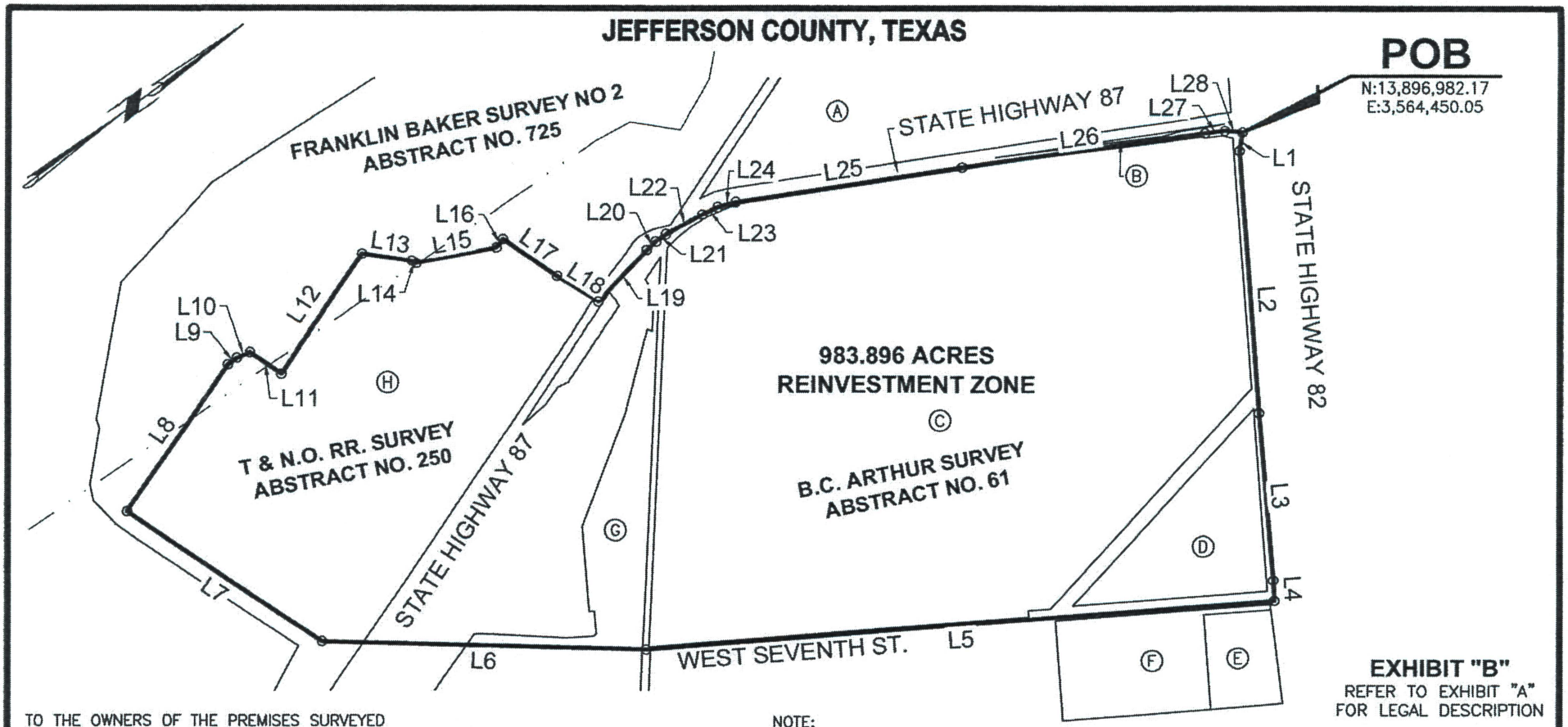


EXHIBIT "B"

REFER TO EXHIBIT "A"
FOR LEGAL DESCRIPTION

TO THE OWNERS OF THE PREMISES SURVEYED
AS OF THE DATE OF THE SURVEY:

I, THOMAS S. ROWE DO HEREBY CERTIFY THAT THIS SURVEY WAS THIS DAY MADE ON THE SURFACE OF THE GROUND OF THE PROPERTY LEGALLY DESCRIBED HEREON AND CORRECTLY REPRESENTS THE FACTS FOUND AT THE TIME OF THE SURVEY.

6/17/20

THOMAS S. ROWE – REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5728

STATE OF TEXAS
REGISTERED
THOMAS S. ROWE
5728
PROFESSIONAL
LAND SURVEYOR

NOTE:

1. NOTHING IN THIS SURVEY IS INTENDED TO EXPRESS AN OPINION REGARDING OWNERSHIP OR TITLE.
2. THE WORD CERTIFY IS UNDERSTOOD TO BE AN EXPRESSION OF PROFESSIONAL JUDGMENT BY THE SURVEYOR, WHICH IS BASED ON HIS BEST KNOWLEDGE, INFORMATION AND BELIEF, FORMED IN THE COURSE OF HIS PERFORMING THE SURVEY IN COMPLIANCE WITH THE STANDARDS OF PRACTICE REQUIRED AND PROMULGATED BY THE TEXAS BOARD OF PROFESSIONAL LAND SURVEYORS AND THE TEXAS SOCIETY OF PROFESSIONAL SURVEYORS. AS SUCH, IT CONSTITUTES NEITHER A GUARANTEE NOR A WARRANTY, EXPRESSED OR IMPLIED.
3. ALL BEARINGS, DISTANCES AND COORDINATES ARE REFERENCED TO TEXAS COORDINATE SYSTEM OF 1983, SOUTH CENTRAL ZONE NAD83 (2011).
4. SEE SHEET 2 OF 2 FOR BEARING, DISTANCES AND OWNERSHIP.

MWA
MARK WHITELEY & ASSOCIATES
CIVIL ENGINEERING | LAND SURVEYING | PIPELINE INTEGRITY
TEXAS SURVEYING FIRM NO. 10106700
TEXAS ENGINEERING FIRM NO. F-2633
3250 EASTEX FWY, BEAUMONT, TEXAS 77703
409-892-0421 | MWWASSOC.COM

VALERO PORT ARTHUR REFINERY

EXHIBIT OF A
983.896 REINVESTMENT ZONE
PORT ARTHUR
JEFFERSON COUNTY
TEXAS

VALERO

DRAWN BY:	CDD
APP'D BY:	TSR
SCALE:	1"=1500'
SHEET NO:	1 OF 2
JOB NO:	20-405

FILE: W:\2020\20-405_VALERO\20-405_REINVESTMENT ZONE.DWG\CDD

JEFFERSON COUNTY, TEXAS

LINE	BEARING	DISTANCE
L1	S39°39'57"E	187.31'
L2	S53°08'37"E	2607.35'
L3	S53°45'24"E	1671.02'
L4	S52°13'04"E	205.45'
L5	S36°42'06"W	6246.82'
L6	S42°43'38"W	3208.00'
L7	S75°01'38"W	2331.53'
L8	N14°33'02"W	1772.41'
L9	N04°01'34"E	112.53'
L10	N19°09'13"E	138.49'
L11	N75°51'34"E	378.57'
L12	N14°59'41"W	1438.93'
L13	N49°41'45"E	494.95'
L14	N68°17'39"E	49.08'
L15	N30°07'54"E	810.46'
L16	N11°28'03"W	105.50'
L17	N76°04'50"E	654.36'
L18	N73°35'04"E	481.07'
L19	N06°26'13"W	707.93'
L20	N02°44'21"W	126.37'
L21	N05°59'21"E	118.95'
L22	N12°37'31"E	412.44'
L23	N15°50'26"E	171.77'
L24	N26°06'24"E	186.82'
L25	N32°39'55"E	2270.24'
L26	N33°11'47"E	2428.12'
L27	N34°13'40"E	195.74'
L28	N45°42'56"E	177.49'

Ⓐ
CALLED 371.719 ACRES
TRACT 6
CLARK REFINING &
MARKETING, INC.
CF. NO. 95-9505598
OPRJC

Ⓑ
CALLED 0.761 ACRES
TRACT 10
CLARK REFINING &
MARKETING, INC.
CF. NO. 95-9505598
OPRJC

Ⓒ
CALLED 554.093 ACRES
TRACT 3
CLARK REFINING &
MARKETING, INC.
CF. NO. 95-9505598
OPRJC

Ⓓ
CALLED 40.410 ACRES
TRACT 2
CLARK REFINING &
MARKETING, INC.
CF. NO. 95-9505598
OPRJC

Ⓔ
CALLED 14.999 ACRES
THE PREMCOR REFINING
GROUP, INC.
CF. NO. 2008034186
OPRJC

Ⓕ
CALLED 34.475 ACRES
TRACT 1
CLARK REFINING &
MARKETING, INC.
CF. NO. 95-9505598
OPRJC

Ⓖ
CALLED 103.224 ACRES
TRACT 5
CLARK REFINING &
MARKETING, INC.
CF. NO. 95-9505598
OPRJC

Ⓖ
CALLED 1555.182 ACRES
TRACT 7
CLARK REFINING &
MARKETING, INC.
CF. NO. 95-9505598
OPRJC

EXHIBIT "B"

REFER TO EXHIBIT "A"
FOR LEGAL DESCRIPTION

MWA
MARK WHITELEY & ASSOCIATES
CIVIL ENGINEERING | LAND SURVEYING | PIPELINE INTEGRITY
TEXAS SURVEYING FIRM NO. 10106700
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VALERO PORT ARTHUR REFINERY

EXHIBIT OF A
983.896 REINVESTMENT ZONE
PORT ARTHUR
JEFFERSON COUNTY
TEXAS

VALERO

DRAWN BY:	CDD
APP'D BY:	TSR
SCALE:	1"=1500'
SHEET NO:	2 OF 2
JOB NO:	20-405

FILE: W:\2020\20-405_VALERO\20-405_REINVESTMENT ZONE.DWG\CDD

AGENDA ITEM **October 6, 2020**

Consider, possibly approve and authorize the County Judge to execute an Abatement Agreement between Jefferson County and Diamond Green Diesel LLC. Pursuant to Section 312.401, Texas Property Tax Code for property located in the DGD Reinvestment Zone.

STATE OF TEXAS §
§
COUNTY OF JEFFERSON §

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 Diamond Green Diesel LLC. (hereinafter sometimes referred to as "DGD" or "OWNER").

1. RECITALS

WHEREAS, OWNER proposes to lease from The Premcor Refining Group Inc. d/b/a Valero Port Arthur Refinery taxable real property located within the DGD Reinvestment Zone, the designation of which was implemented by the COUNTY by an Order dated October 6, 2020 (hereinafter referred to as the "REINVESTMENT ZONE"; and

WHEREAS, this AGREEMENT is limited to the project to be constructed by OWNER, on various parcels of land located within the Reinvestment Zone, which is described with particularity in Exhibit "A" attached hereto and which will involve construction of a new Renewable Diesel Plant and related improvements (hereinafter referred to collectively as the "PROJECT"); and

WHEREAS the COUNTY wishes to encourage OWNER to select Jefferson County as the site for the PROJECT; and

WHEREAS, the REINVESTMENT ZONE is an area within Jefferson County, Texas, generally described as being within a refinery located at 1801 South Gulfway Drive, Port Arthur, Texas 77640, which has been designated by Order of this Court, the legal description for which is attached hereto as Exhibit "C." It is understood and agreed that the REINVESTMENT ZONE boundary is subject to revision based on the final construction plan of the Project, and the COUNTY agrees to take the steps necessary to amend the Reinvestment Zone boundary, consistent with such final Project, upon request of Owner.

NOW, THEREFORE, for the mutual consideration set forth below, the Parties hereto agree as follows:

2. AUTHORIZATION

THIS AGREEMENT IS AUTHORIZED BY THE TEXAS PROPERTY REDEVELOPMENT AND TAX ABATEMENT ACT, TEX. TAX CODE CHAPTER 312, AS AMENDED, AND BY ORDER OF THE JEFFERSON COUNTY COMMISSIONERS COURT ESTABLISHING AND ADOPTING THE DGD REINVESTMENT ZONE.

3. DEFINITIONS

For purposes of this AGREEMENT, the following terms shall have the meanings set forth below:

"Abatement" means the full or partial exemption from ad valorem taxes of the value of certain property located in the REINVESTMENT ZONE designated for economic development purposes.

"Affiliate" of any specified person or entity means any other person or entity which, directly or indirectly, through one or more intermediaries, controls, or is controlled by, or is under common control with such specified person or entity. For purposes of this definition, the term "control" (including the terms "controlled by" and "under common control with") means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such person or entity, whether through the ownership of voting securities, by contract or otherwise.

"Base Year Value" means the taxable value of all industrial realty improvements owned by OWNER and/or its Affiliates within Jefferson County on January 1 preceding the execution of the abatement agreement. OWNER will, in consultation with the Jefferson County Appraisal District, provide the COUNTY with a list of the Jefferson County Appraisal District account numbers identifying the industrial realty improvements owned by the property owner and/or its Affiliates and the taxable value thereof on January 1 preceding the execution of the abatement agreement for use in preparing the schedule to be attached as an exhibit to the abatement agreement before execution specifying the Base Year Value for all purposes of the abatement agreement.

"Base year", for the parties to this agreement, is defined as the calendar year in which this abatement contract is executed (signed) by all parties hereto.

"Ineligible Property" is fully taxable and ineligible for tax abatement and includes land, supplies, inventory, housing, vehicles, improvements for the generation or transmission of electrical energy not wholly consumed by a new facility or expansion; any improvements, including those to produce, store or distribute natural gas, fluids or gasses, which are not integral to the operation of the facility; deferred maintenance, property to be rented or leased, property which has a productive life of less than ten years, or any other property for which abatement is not allowed by state law.

"Eligible Property" means the realty improvements, the on-site buildings, structures, fixed machinery and equipment, storage tanks, process units (including all integral components necessary for operations), site improvements, and infrastructure and the permanent office space and related fixed improvements, as defined by the Tax Code but does not include personal tangible property.

"New Eligible Property" means Eligible Property, the construction of which commences subsequent to the effective date of this AGREEMENT. During the construction phase of the New Eligible Property, the OWNER may make such change orders to the New Eligible Property as are reasonably necessary to accomplish its intended use. It is expressly understood that, notwithstanding anything to the contrary written herein, energy, electricity, manufacturing supplies (e.g. foreign manufactured catalysts), feedstocks, freight, and direct materials that physically become a part of the end product manufactured by the PROJECT) are not subject to the terms of this AGREEMENT.

"Taxable Value" for each taxing entity executing an abatement agreement is determined by deducting from the Market Value of all industrial realty improvements of a property owner and/or its affiliates the amount of any applicable exemptions and abatements granted for that Tax Year.

"Completion" as used herein, shall mean, the successful commissioning of the PROJECT and the attainment of reliable operations. OWNER shall certify in writing to the COUNTY when such Completion is attained.

"Full-time 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, 2022, and shall terminate on December 31, 2031, unless sooner terminated pursuant to other provisions of this AGREEMENT. Should OWNER not begin the construction of the PROJECT by December 31, 2020, 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 first quarter, 2023, maintain a level of not less than 25 new full-time jobs (consisting of both permanent direct employee jobs and permanent contractor jobs), using headcount as of May 1, 2020 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 25 full-time jobs for total on site employment by owner during said term. In the event that such employment falls below 25 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 = 25 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 $1 billion;

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 give preference and priority to local manufacturers, suppliers, vendors, contractors and labor, except where not reasonably possible to do so without significant added expense, substantial inconvenience, or sacrifice in operating efficiency. For any such exception in cases involving purchases over $1 million, a justification for such purchase shall be included in OWNER'S annual letter of compliance. OWNER further acknowledges that it is a contractual obligation, under this agreement, of persons receiving property tax abatements to favor local manufacturers, suppliers, contractors, and labor, all other factors being equal. In the event of a breach of this "buy local" provision, OWNER agrees that the percentage of abatement shall be proportionately reduced in an amount equal to the amount the disqualified contract bears to the total construction cost for the PROJECT.

iii. OWNER agrees that it will provide sufficient notice and information regarding of the project to qualified local contractors to enable them to submit bids for materials in the initial procurement processes, including but not limited PROJECT information provided in job fairs to be conducted by OWNER.

g. Report and certify to the COUNTY, quarterly the total number of dollars spent on local labor, local subcontractors and local vendors/suppliers, as total and percentage compared to total dollars spent in connection with the PROJECT;

h. OWNER will invoice purchases locally to ensure that sales taxes credited to the benefit of Jefferson County, Texas. As further clarification OWNER will enter into a Separate Contract as defined in 34 Texas Administrative Code 3.291 (a) (13) with an EPC contractor (EPC) for the construction of the new plant facility Project to be located in the Reinvestment Zone of OWNER in Jefferson County Texas.

OWNER will obtain a Texas Direct Payment Permit (DPP) and issue a DPP exemption certificate in lieu of sales tax to EPC. OWNER will remit use taxes on taxable purchases made for use in the PROJECT directly to the state of Texas on its monthly Texas Direct Payment Return for both state and county taxes at the applicable rates. The State of Texas collects Limited, Sales, Excise and Use Taxes for both the state and local tax jurisdictions. The state is responsible for distributing the local taxes it collected to the applicable local jurisdiction.

i. Not in any way discriminate against or treat disparately union contractors who choose to participate in the competitive bid process relating to work on the PROJECT, nor

discriminate against or treat disparately union members who seek employment on the PROJECT; and

j. Encourage and promote the utilization of Historically Underutilized Businesses (HUBs) (also known as Disadvantaged Business Enterprises, or DBEs) by the 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:

i. A HUB/DBE is a business owned or controlled by Socially and Economically Disadvantaged Individuals as defined by all applicable federal or state laws and local policies, including Black Americans, Hispanic Americans, Native Americans, Asian-Pacific Americans, Asian Indian Americans, women, and individuals with disabilities.

ii. A HUB/DBE is one that is at least 51 percent owned or controlled by one or more women or Socially and Economically Disadvantaged Individuals or, in the case of a publicly-owned business, one that at least 51 percent of the stock of which is controlled by one or more women or Socially and Economically Disadvantaged Individuals.

iii. A business that has been certified as a HUB/DBE by an agency of the federal government or the State of Texas is presumed to be a HUB/DBE for purposes of Agreement.

iv. Only a HUB/DBE with its principal office in the State of Texas will be recognized as a HUB/DBE for purposes of this Agreement. A list of HUB/DBE vendors/suppliers is maintained in the COUNTY office and a list of same is attached hereto as Exhibit D. As to the use of qualified local and HUB/DBE vendors, suppliers and sub-contractors, OWNER will, at a minimum:

k. Consult with chambers of commerce, minority business associations, trade associations and other regional economic development organizations to identify local and HUB/DBE vendors, suppliers and sub-contractors;

l. Notify qualified local and HUB/DBE vendors, suppliers and sub-contractors, allowing sufficient time for effective preparation of bids for the planned work to be sub-contracted or materials, supplies or equipment to be purchased;

m. Provide qualified local and HUB/DBE vendors, suppliers and sub-contractors who are interested in bidding on a subcontract or contract for materials, supplies, equipment, or the provision of engineering and construction services and labor adequate information regarding the project as early as is practicable in the bidding process in order to allow the HUB/DBE vendors, suppliers and sub-contractors sufficient time to prepare a bid *(i.e.*,

plans, specifications, scope of work, bonding and insurance requirements, and a point of contact within the general/prime contractor);

n. Negotiate in good faith with interested qualified local and HUB/DBE vendors, suppliers or sub-contractors, and award sub-contracts or contracts for materials, supplies equipment, or the provision of engineering and construction services and labor to local or HUB/DBE vendors, suppliers or sub-contractors when they are the lowest qualified responsive bidder who meets all of the applicable bid specifications; and

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 AGREE Provide access to and authorize the inspection of the Eligible Property by the County's personnel to ensure that the improvements or repairs thereto are made according to the specifications and conditions of this AGREEMENT.

o. Provide access to and authorize the inspection of the Eligible Property by the County's personnel to ensure that the improvements or repairs thereto are made according to the specifications and conditions of this AGREEMENT.

6. VALUE OF ABATEMENT

For each year under this Agreement, the abatement percentage received by OWNER under this AGREEMENT with respect to the value of New Eligible Property, is set forth on attached Exhibit: "Tax Abatement Schedule"

The Abatement during each year covered by this Agreement shall be the value attributable to the Project multiplied by Abatement Schedule, adjusted by the Base Year Value.

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. OWNER will provide the COUNTY with quarterly reports which detail procurement of services, equipment and labor utilized in construction.

8. TAXABILITY

During the period that this AGREEMENT is effective, taxes shall be payable as follows:

a. The value of Ineligible Property shall be fully taxable;

b. The Taxable Value of existing Eligible Property as determined each shall be fully taxable; and

c. The value of New Eligible Property shall be abated as set forth in Section 6, hereinabove.

9. ADJUSTMENTS TO ABATEMENT FOR BASE YEAR VALUE DECLINE

The Jefferson County Central Appraisal District will establish the certified values of Eligible Property as of January 1, 2020 (year abatement executed) as set forth on attached Exhibit "B," and such values shall be the values used to calculate the Base Year Value as herein defined. If on January 1st of any tax year listed on the "Tax Abatement Schedule" the Taxable Value is less than the Base Year Value, then the abatement of value otherwise available shall be reduced by one dollar for each dollar that the Taxable Value of realty improvements is less than the Base Year Value, except that no such reduction of OWNER's abatement shall be made should any reduction to Taxable Value of OWNER's Eligible Property result from a Force Majeure event.

In the event OWNER reduces its ad valorem taxes on personal property otherwise payable to the COUNTY by participating in a foreign trade zone, then the amount of abated value otherwise available shall be reduced by one dollar for each dollar of tax value reduction attributable to special treatment from trade zone participation. The parties hereto stipulate and agree that the certified appraisal value for this property, as calculated by the Jefferson County

It is specifically understood and agreed by OWNER that, if at any time during the effective dates of this agreement relating to abatement, OWNER files or prosecutes an action in district court to contest the appraised value of any property of OWNER or OWNER's affiliates within Jefferson County for unequal appraisal or revision thereof pursuant to Sec. 42.26, Texas Tax Code, any and all abatements granted by the COUNTY to OWNER or its affiliates shall become null and void and cancelled.

10. POLLUTION CONTROL EXEMPTION

The COUNTY understands that OWNER plans (i) to request from the TCEQ a determination under Section 11.31 of the Texas Tax Code that certain property included in the New Eligible Property is pollution control property, and (ii) to apply for an exemption from ad valorem taxes under Section 11.31 of the Texas Tax Code with respect to all or a portion of such property determined by the TCEQ to be pollution control property. The maximum dollar value for equipment that OWNER intends to claim to the TCEQ as exempt from taxation under Section 11.31 is fifteen percent (15%) of cost ("Intended Maximum"), though that number could change as current estimated project costs are refined. It is understood that the COUNTY would not have agreed to this abatement percentages if it were known that the actual exempt property claimed by OWNER would exceed the Intended Maximum. In the event OWNER ultimately obtains an amount in excess of the Intended Maximum in any year of Abatement under this AGREEMENT (such amount the "Exempt Property Excess"), the percentage of abatement described in the "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, 2020 which is expected to result from the Exempt Property Excess. It is understood and agreed that OWNER

will not seek a tax exemption for any equipment or portion of the facility which merely reduces the pollution characteristics of the finished product produced by the facility and that an exemption will only be sought for equipment and technology utilized to reduce pollution at or around the facility.

11. EVENT OF DEFAULT

If either party should default in performing any obligation under this AGREEMENT, the other party shall provide such defaulting party written notice of default and provide the defaulting party with a minimum period of 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. RECAPTURE OF TAXES

In the event the COUNTY terminates this AGREEMENT pursuant to the provisions of Section 11 as a result of any event of default by OWNER under such Section 11, including, for the avoidance of doubt, if OWNER fails to make the improvements to the Eligible Property as provided by this AGREEMENT, the COUNTY shall be entitled to recapture and be paid all taxes previously abated by virtue of this AGREEMENT within thirty (30) days of the termination, together with all penalties and interest required by the Texas Property Tax Code.

13. TERMINATION

OWNER shall have the right to terminate this agreement at any time upon thirty (30) days' written notice to the COUNTY and COUNTY shall have the right of recapture per Provision number 12 above, unless OWNER's termination was necessitated or caused by conditions or occurrences beyond OWNER's control.

14. ASSIGNMENT

OWNER may assign this AGREEMENT, in whole or in part, to a new owner or lessee of the same PROJECT, or a portion thereof, or to an Affiliate of OWNER upon written approval by resolution of the COMMISSIONERS COURT of such assignment, and approval shall not be unreasonably withheld or delayed. It shall not be unreasonable for the COURT to withhold approval if OWNER or the proposed assignee is liable to the COUNTY for outstanding taxes or other obligations.

15. ENTIRE AGREEMENT

The Parties agree that this AGREEMENT contains all of the terms and conditions of the understanding of the Parties relating to the subject matter hereof. All prior negotiations, discussions, correspondence and preliminary understandings between the parties and others relating hereto are superseded by the AGREEMENT.

16. SUCCESSORS AND ASSIGNS

This AGREEMENT shall be binding on and inure to the benefit of the parties, their respective successors and assigns. OWNER may not assign all or part of its rights and obligations hereunder without the prior written consent of the COUNTY, which shall not be unreasonably withheld or delayed. It shall not be unreasonable to withhold consent to assignment if OWNER or the proposed assignee(s) is/are delinquent in the payment of any ad valorem taxes.

17. NOTICE

Any notice and/or statement required and permitted to be delivered shall be deemed delivered by depositing same in the United States mail, certified with return receipt requested, postage prepaid, addressed to the appropriate party at the following addresses:

OWNER:
Mr. Martin E. Loeber, Attorney-in-Fact
Diamond Green Diesel LLC
One Valero Way
San Antonio, Texas 78249
(210) 345-2000
(210 345-2495 (facsimile)

With a copy to:
Mr. Russell Minor
Director, Ad Valorem Tax
Valero Energy Corporation
One Valero Way
San Antonio, Texas 78249
(210) 345-2000
(210) 345-2495 (facsimile)

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)

18. 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 which relate in any way to the County's Policies and others relating hereto are superseded by this AGREEMENT.

19. 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.

20. 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.

21. 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 6 day of Oct, 2020.

FOR THE COUNTY:

Hon. Jeff R. Branick, County Judge
Jefferson County, Texas

FOR OWNER:

Martin E. Loeber, Attorney-in-Fact
Diamond Green Diesel LLC

"Tax Abatement Schedule"

Tax Year		Abatement Percentage
0	2021	0%
1	2022	100%
2	2023	100%
3	2024	100%
4	2025	100%
5	2026	100%
6	2027	100%
7	2028	100%
8	2029	100%
9	2030	100%
10	2031	100%

EXHIBIT A -- "Description of Project"

The proposed project is to CONSTRUCT a new renewable diesel plant which will be the first such plant in Texas. The plant will produce low carbon intensity renewable diesel and other co-products from renewable feedstocks such as recycled animal fats, inedible corn oil, used cooking oil and soybean oil. The plant process will deoxygenate these feedstocks, subject them to an isomerization process, and then separate the resultant products for sale into US and foreign markets. The investment under consideration for purposes of this agreement would produce approximately 400 million gallons annually of renewable diesel, along with nearly 40 million gallons of renewable naphtha.

EXHIBIT B -- "Base Year Property"

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 Order"

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

Diamond Green Diesel Holdings LLC

For the avoidance of doubt, neither Valero Energy Corporation, nor Darling Ingredients Inc., nor The Premcor Refining Group Inc. d/b/a Valero Port Arthur Refinery, nor any of their respective capital subsidiaries or affiliates, are Affiliates of Diamond Green Diesel LLC or of Diamond Green Diesel Holdings LLC. Moreover, neither Valero Energy Corporation, Darling Ingredients Inc., The Premcor Refining Group Inc. d/b/a Valero Port Arthur Refinery, nor any other company or entity, nor any of their respective capital subsidiaries or affiliates, shall exercise any control over OWNER that would characterize them as an Affiliate of Owner as defined herein.

Form #2204 Rev 9/2017 **Submit to:** **SECRETARY OF STATE** **Government Filings Section** **P O Box 12887** **Austin, TX 78711-2887** **512-463-6334** **FAX 512-463-5569** **Filing Fee: None**	**This space reserved for office use** **OATH OF OFFICE**

IN THE NAME AND BY THE AUTHORITY OF THE STATE OF TEXAS,
I, Chuck Kiker , do solemnly swear (or affirm), that I will faithfully execute the duties of the office of Drainage District # 6 Board of Directors of the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws of the United States and of this State, so help me God.

Chuck Kiker
Signature of Officer
Charles A. Kiker III

Certification of Person Authorized to Administer Oath

State of TEXAS
County of JEFFERSON

Sworn to and subscribed before me on this 2nd day of OCTOBER, 2020.

(Affix Notary Seal, only if oath administered by a notary.)

Loma George
Signature of Notary Public or
Signature of Other Person Authorized to Administer An Oath
Loma George
Printed or Typed Name

Form #2201 Rev. 10/2011

Submit to:
SECRETARY OF STATE
Government Filings Section
P O Box 12887
Austin, TX 78711-2887
512-463-6334
512-463-5569 - Fax
Filing Fee: None

This space reserved for office use

STATEMENT OF OFFICER

Statement

I, Chuck Kiker, do solemnly swear (or affirm) that I have not directly or indirectly paid, offered, promised to pay, contributed, or promised to contribute any money or thing of value, or promised any public office or employment for the giving or withholding of a vote at the election at which I was elected or as a reward to secure my appointment or confirmation, whichever the case may be, so help me God.

Position to Which Elected/Appointed: _____

City and/or County: Drainage District # 6 Board of Directors

Execution

Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated therein are true.

Date: 10-02-2020

Chuck Kiker
Signature of Officer

Charles A. Kiker III

Revised 10/2011

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 6 day of October, 2020 on motion made by Eddie Arnold, Commissioner of Precinct No. 1, and seconded by Brent Weaver, Commissioner of Precinct No. 2, the following Resolution was adopted:

WHEREAS, Section 34.05(a) of the Texas Property Tax Code states "If property is sold to a taxing unit that is a party to the judgment, the taxing unit may sell the property at any time, subject to any right of redemption existing at the time of sale;" and,

WHEREAS, Section 34.05(c) of the Texas Property Tax Code states in part "If the purchasing taxing unit has not sold the property within six months after the date on which the owner's right of redemption terminates, any taxing unit that is entitled to receive proceeds of the sale by resolution of its governing body, may request the sheriff in writing to sell the property at a public sale;" and,

WHEREAS, the deed to the property on the attached list has been held by Jefferson County and the entities for whom it collects taxes and has been determined to meet the criteria set out in one of the paragraphs above; and,

WHEREAS, Jefferson County and the entities for whom it collects taxes will receive the benefit from the proceeds from the sale and additional tax revenue once these properties are placed on the current tax roll.

NOW THEREFORE, be it resolved that the Jefferson County Commissioners Court does hereby request the Jefferson County Sheriff to sell the listed properties on the first Tuesday of December, 2020.

SIGNED this 6th day of October, 2020.

JUDGE JEFF R. BRANICK
County Judge

COMMISSIONER EDDIE ARNOLD
Precinct No. 1

COMMISSIONER MICHAEL SINEGAL
Precinct No. 3

COMMISSIONER BRENT A. WEAVER
Precinct No. 2

COMMISSIONER EVERETTE D. ALFRED
Precinct No. 4

Pepe Dominguez

From: Pepe Dominguez <peped@co.jefferson.tx.us>
Sent: Monday, September 28, 2020 1:04 PM
To: 'Commissioner Arnold' (eddiearnold@co.jefferson.tx.us)
Cc: 'Commissioner Weaver' (bweaver@co.jefferson.tx.us); 'Commissioner Sinegal' (msinegal@co.jefferson.tx.us); 'Commissioner Arnold' (eddiearnold@co.jefferson.tx.us); 'Judge Branick' (jbranick@co.jefferson.tx.us); Steve Stafford [sstafford@co.jefferson.tx.us] (sstafford@co.jefferson.tx.us); 'Ronda Conlin' (rconlin@co.jefferson.tx.us); ggross@co.jefferson.tx.us; 'keestan.cole@awceng.com'
Subject: Justin Lewis Lot 1, Lot 2 & Lot 3 Minor Plat of 9.9999 Acres
Attachments: Justin Lewis Lot 1, Lot 2, & Lot 3 Minor Plat of 9.9999 Acres_Comm Court.pdf

Commissioner Arnold ,

Attached is a PDF of the Justin Lewis Lot 1, Lot 2 & Lot 3 Minor Plat of 9.9999 Acres, Lying in the Susannah Horton Survey, Abstract No. 30 Jefferson County, located off U.S. Highway 90 in Precinct #1. This plat is not within any ETJ and has met all of our platting requirements.

I will be placing this plat on the Agenda for Tuesday, October 6th , 2019.

If you have any questions please contact either Steve or myself.

Pepe Dominguez

Pepe Dominguez
Jefferson County Engineering
1149 Pearl 5th Floor
Beaumont, TX 77701
Offc. 409 835-8584
Fax. 409 835-8718
email: peped@co.jefferson.tx.us

FILED FOR RECORD _____,2020 AT____O'CLOCK___.M.
CAROLYN L. GUIDRY, COUNTY CLERK, JEFFERSON COUNTY, TEXAS

BY_____, DEPUTY

RECORDED _____,2020 AT____O'CLOCK___. M.
CAROLYN L. GUIDRY, COUNTY CLERK, JEFFERSON COUNTY, TEXAS

BY_____, DEPUTY

RECORDED UNDER CLERK'S FILE NO. _____ IN THE
OFFICIAL PUBLIC RECORDS OF JEFFERSON COUNTY, TEXAS
CAROLYN L. GUIDRY, COUNTY CLERK, JEFFERSON COUNTY, TEXAS

BY_____, DEPUTY

METES AND BOUNDS DESCRIPTION

Being a 9.999 acres tract of land out of the SUSANNAH HORTON SURVEY, ABSTRACT No. 30 Jefferson County, Texas, and being that same certain tract of land (called "10.000 acres", described in that certain instrument to Justin Lewis, a married person, recorded under Clerk's File No. 2020018213 in the Official Public Records of Jefferson County, Texas and the said tract herein described being more particularly described as follows:

BEGINNING at a 1/2" iron rod found in the southerly right-of-way line of U.S. Highway 90 for the northwest corner of that certain tract of land (called "2.9990 acres"), described in that certain instrument to Steven L. Ochoa and wife, Casey L. Ochoa, recorded under Clerk's File No. 2011021638 in the Official Public Records of Jefferson County, the northeast corner of the said "10.000 acres" Lewis tract and the northeast corner and POINT OF BEGINNING of the said herein described tract of land, from which said iron rod found, a "TxDOT" monument found bears North 78 deg. 50 min. 30 sec. East, a total distance of 106.71 feet, and the said iron rod found having a State Plane Coordinate value of North 13,954,991.57' and East 3,429,796.58';

THENCE South 04 deg. 08 min. 44 sec. East (called "South 01 deg. 46 min. 30 sec. East"), along and with the west line of the said "2.9990 acres" tract and east line of the said "10.000 acres" Lewis tract, a total distance of 888.60 feet (called "888.83 feet"), to a 1/2" iron rod found in the north line of that certain tract of land (called "30.116 acres"), described in that certain instrument to John I. Shackelford, Jr. and wife, Paulette G. Shackelford, recorded under Clerk's File No. 2000039662 in the Official Public Records of Jefferson County, for the southwest corner of the said "2.9990 acres" tract, southeast corner of the said "10.000 acres" Lewis tract and southeast corner of the said herein described tract of land;

THENCE South 85 deg. 59 min. 24 sec. West (called "South 88 deg. 22 min. 00 sec. West"), along and with the said north line of the "30.116 acres" tract and south line of the said "10.000 acres" Lewis tract, a total distance of 508.79 feet (called "508.47 feet"), to a 5/8" iron rod (bent) found for the southeast corner of that certain tract of land (called "10.000 acres"), described in that certain instrument to Hiblet Briggs, Jr., recorded in Volume 1835, Page 420 of the Official Public Records of Jefferson County, southwest corner of the said "10.000 acres" Lewis tract and southwest corner of the said herein described tract of land;

THENCE North 04 deg. 07 min. 14 sec. West (called "North 01 deg. 46 min. 30 sec. West"), along and with the east line of the said "10.000 acres" Briggs tract and west line of the said "10.000 acres" Lewis tract, a total distance of 824.24 feet (called "824.61 feet"), to a 1/2" iron rod found in the hereinbefore said southerly right-of-way line of U.S. Highway 90 for the northeast corner of the said "10.000 acres" Briggs tract, northwest corner of the said "10.000 acres" Lewis tract and northwest corner of the said herein described tract of land;

THENCE North 78 deg. 46 min. 23 sec. East (called "North 81 deg. 10 min. 00 sec. East"), along and with the said southerly right-of-way line of U.S. Highway 90 and northerly line of the said "10.000 acres" Lewis tract, a total distance of 512.33 feet (called "512.35 feet"), returning back to the POINT OF BEGINNING and containing 9.999 acres of land, more or less.

SURVEYOR NOTES:

DIMENSIONS INDICATED HEREON ARE GRID DIMENSIONS DETERMINED BY G.P.S. SURVEYING, BASED UPON THE ALLTERRA CENTRAL, TRIMBLE V.R.S. R.T.K. NETWORK, REFERENCED TO THE TEXAS STATE PLANE COORDINATE SYSTEM, (N.A.D. 83), SOUTH CENTRAL ZONE (4204) AND THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD 88) WITH GEOID MODEL GEOID12B. CONVERGENCE ANGLE: 02° 15' 47.57192", GRID SCALE FACTOR: 0.999939016 AND COMBINED FACTOR: 0.999941257 AT THE P.O.B. ("CORPSCON V6.01" U.S.A.C.E.).

FOR PLAT PURPOSE ONLY, NO UTILITIES OR IMPROVEMENTS ARE SHOWN HEREON.

FLOOD ZONE: C (AREAS OF MINIMAL FLOODING)
JEFFERSON COUNTY (UNINCORPORATED)
FIRM: 480385 0100 B
DATED: 06-01-1983

FLOOD ZONE DELINEATIONS DETERMINED FROM FEMA MAPS INDICATED. ARCENEAUX WILSON & COLE, LLC DOES NOT WARRANT NOR NECESSARILY SUBSCRIBE TO THE ACCURACY OF SAID FEMA MAPS.

DEVELOPMENT REGULATIONS NOTE:

NO CONSTRUCTION OR OTHER DEVELOPMENT WITHIN THIS PLAT MAY BEGIN UNTIL JEFFERSON COUNTY DEVELOPMENT REQUIREMENTS HAVE BEEN MET.

SCHOOL DISTRICT NOTE:

THIS MINOR PLAT IS WITHIN THE BOUNDARIES OF HARDIN-JEFFERSON I.S.D.

UTILITIES NOTE:

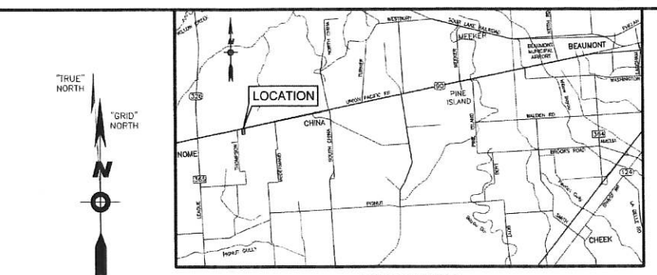
ELECTRICAL UTILITY SERVICE WILL BE PROVIDED BY: ENTERGY
TELEPHONE UTILITY SERVICE WILL BE PROVIDED BY: UNKNOWN
GAS UTILITY SERVICE WILL BE PROVIDED BY: UNKNOWN
WATER UTILITY SERVICE WILL BE PROVIDED BY: UNKNOWN
SEWER UTILITY SERVICE WILL BE PROVIDED BY: UNKNOWN
CABLE UTILITY SERVICE WILL BE PROVIDED BY: UNKNOWN

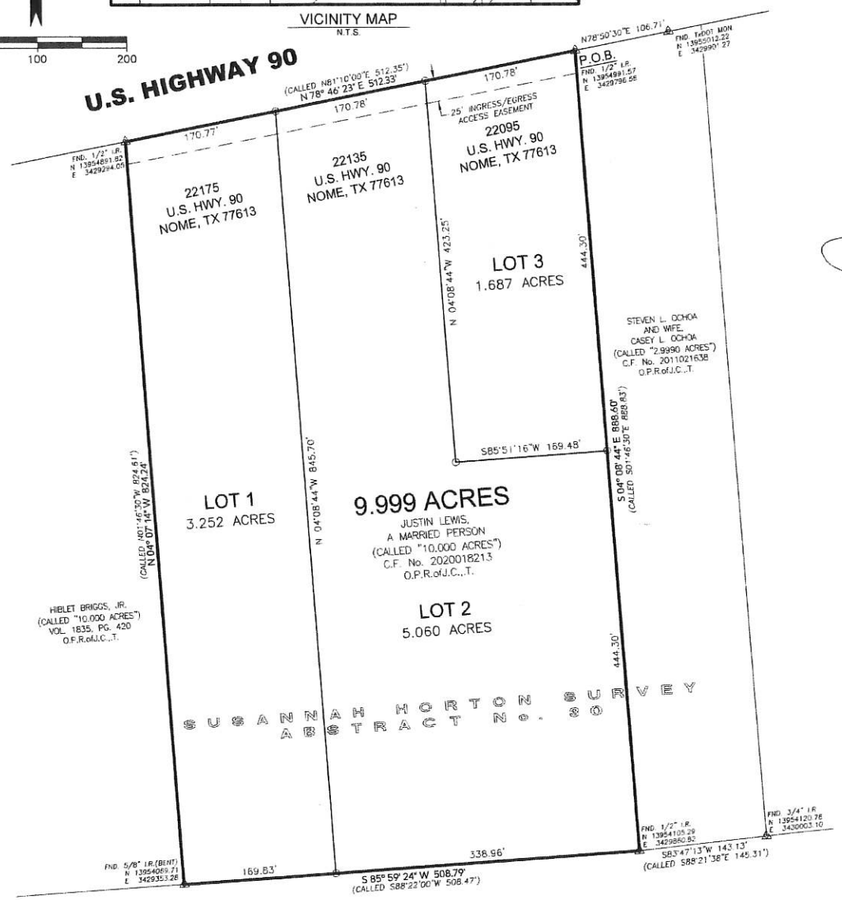
SEWAGE DISPOSAL NOTE:

NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO A PUBLIC SEWER SYSTEM OR TO AN ON-SITE WASTEWATER SYSTEM, WHICH HAS BEEN APPROVED AND PERMITTED BY JEFFERSON COUNTY, TEXAS.

INDIVIDUAL WATER SUPPLY NOTE:

NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO A PUBLIC WATER SUPPLY, STATE APPROVED COMMUNITY WATER SYSTEM, OR ENGINEERED RAINWATER COLLECTION SYSTEM.





ADDITIONAL NOTE:

TO COMPLY WITH TxDOT HIGHWAY ENTRANCE REGULATIONS, THE 25' INGRESS/EGRESS ACCESS EASEMENT SHOWN IS TO FACILITATE A SINGLE COMMON (SHARED) DRIVEWAY ENTRANCE FOR ALL THREE LOTS IN SUBDIVISION.

REQUIRED CLEAR SPACE FOR AN ON-SITE SEWAGE FACILITY (OSSF)				
TYPE OF FACILITY	USAGE RATES GAL. PER DAY (WITHOUT WATER SAVING DEVICES)	REQUIRED CLEAR AREA (SQ.FT.)	USAGE RATES GAL. PER DAY (WITH WATER SAVING DEVICES)	REQUIRED CLEAR AREA (SQ.FT.)
SINGLE FAMILY DWELLING (1 OR 2 BEDROOMS) <1500 SQ.FT.	225	5428	180	5143
SINGLE FAMILY DWELLING (3 BEDROOMS) <2500 SQ.FT.	300	8573	240	6857
SINGLE FAMILY DWELLING (4 BEDROOMS) <3500 SQ.FT.	375	10714	300	8571
SINGLE FAMILY DWELLING (5 BEDROOMS) <4500 SQ.FT.	450	12857	360	10286
SINGLE FAMILY DWELLING (6 BEDROOMS) <5500 SQ.FT.	525	15000	470	12000

LEGEND

- ⚠ FOUND OBJECT AS SHOWN
- ○ SET 1/2" STEEL ROD W/CAP MARKED "AW&C LLC"
- O.P.R.of.J.C.,T. OFFICIAL PUBLIC RECORDS OF JEFFERSON COUNTY, TEXAS

FB No. 130, PG. 31
JOB No. LS20-055
PLAT PREPARED: SEPTEMBER 22, 2020

JUSTIN LEWIS
LOT 1, LOT 2 & LOT 3
MINOR PLAT OF 9.9999 ACRES
LYING IN THE SUSANNAH HORTON SURVEY, ABSTRACT No. 30,
JEFFERSON COUNTY, TEXAS

OWNER'S CERTIFICATION: STATE OF TEXAS, COUNTY OF JEFFERSON

I, JUSTIN LEWIS, OWNER AND DEVELOPER OF THAT CERTAIN TRACT OF LAND DESCRIBED IN AN INSTRUMENT OF RECORD IN CLERK'S FILE No. 2020018213 IN THE OFFICIAL PUBLIC RECORDS OF JEFFERSON COUNTY, TEXAS, DO HEREBY SUBDIVIDE SAID PROPERTY IN ACCORDANCE WITH THE PLAT SHOWN HEREON, SUBJECT TO ANY AND ALL EASEMENTS OR RESTRICTIONS HERETOFORE.

WITNESS MY HAND, THIS 25TH DAY OF SEPTEMBER, A.D., 2020.

JUSTIN LEWIS, OWNER

STATE OF TEXAS, COUNTY OF JEFFERSON

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED JUSTIN LEWIS, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN SET FORTH.

GIVEN UNDER MY HAND AND SEAL OF OFFICE,

THIS 25TH DAY OF SEPTEMBER, A.D., 2020.

NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS
MY COMMISSION EXPIRES 3/12/2022
(DATE)

JOSEPH E. PATTIE III
My Notary ID # 5369433
Expires March 12, 2022

SURVEYOR'S CERTIFICATION

THIS IS TO CERTIFY THAT I, E. JAMES VERRETT, A REGISTERED PROFESSIONAL LAND SURVEYOR OF THE STATE OF TEXAS, HAVE PLATTED THE ABOVE SUBDIVISION FROM AN ACTUAL SURVEY ON THE GROUND AND THAT ALL BLOCK CORNERS, ANGLE POINTS AND POINTS OF CURVE ARE PROPERLY MARKED OR REFERENCED WITH 1/2" STEEL RODS WITH PLASTIC CAP MARKED "AW&C LLC" OR FOUND AS SHOWN, AND THAT THIS PLAT CORRECTLY REPRESENTS THAT SURVEY MADE UNDER MY SUPERVISION.

E. JAMES VERRETT
R.P.L.S. No. 1781

STATE OF TEXAS
E. JAMES VERRETT
1781
PROFESSIONAL
LAND SURVEYOR

CERTIFICATION OF COUNTY APPROVAL, TO WIT:

APPROVED THIS _____ DAY OF _____, 20____, AUTHORIZING THE FILING FOR RECORD OF THIS PLAT.

COUNTY JUDGE

COMMISSIONER PRECINCT No.1

COMMISSIONER PRECINCT No.3

COMMISSIONER PRECINCT No.2

COMMISSIONER PRECINCT No.4

CERTIFICATION OF COUNTY DIRECTOR OF ENGINEERING:

I, _____, DIRECTOR OF ENGINEERING FOR JEFFERSON COUNTY, TEXAS, DO HEREBY CERTIFY THAT THIS PLAT COMPLIES WITH ALL EXISTING RULES AND REGULATIONS OF THIS OFFICE AS ADOPTED BY THE COMMISSIONER'S COURT OF JEFFERSON COUNTY, TEXAS.

DIRECTOR OF ENGINEERING

Engineering F-16194
Surveying 10194049
awc
ARCENEAUX WILSON & COLE
engineering | surveying | planning
2901 Turtle Creek Drive, Suite 320
Port Arthur, TX 77642
409.724.7888
awceng.com

ENG DEPT ORIGINAL COPY
SEE 07-P-20

STATE OF TEXAS §
§
COUNTY OF JEFFERSON §

ROAD USE AGREEMENT BETWEEN JEFFERSON COUNTY AND ExxonMobil Oil Corporation and Mobil Pipe Line Company

WHEREAS, ExxonMobil Oil Corporation and Mobil Pipe line Company(hereinafter "Company") intends to conduct Pipeline installation and operation [describe operation], (hereinafter the "Project") at a site located on See the attached list of roads ,county road name) located in Precinct No. 1and4 ; and

WHEREAS, the proposed project will require the transportation of heavy equipment or loads (loads shall include any building supplies, material or other bulk loads, including rock, gravel, cement, asphalt, timber, etc. in amounts that exceed the capacity of the road) over one or more Jefferson County, Texas road(s) identified as: [1st road name] and County [2nd road name]:

1. County Road see attached list ,
2. County Road ; and

WHEREAS, the weight of the equipment will exceed the load bearing capacity of the identified county roads and bridges on the proposed route; and

WHEREAS, the transportation of the equipment or loads may cause substantial damage to the county roads and bridges; and

WHEREAS, Company and Jefferson County, Texas (hereinafter "County") agree that the transportation of this equipment or loads is necessary for the Project and that the County should be compensated for any damages or additional maintenance costs incurred by the County as a result of the Project; and

WHEREAS, the Company and County hereby agree and contract as follows:

1. Company may utilize County road see attached list and County road for the transport of all necessary equipment and/or loads to the Project location on the designated county roads without weight limitations for a time period from a commencement date of March 15,2021 to a termination date of March 15,2022. The Project time period may be extended only by written agreement of the County after not less than five (5) days notice of a need for extension by Company.

2. Company shall pay County its actual cost, including labor, equipment use (including fuel, depreciation and overhead costs) and materials, for all repairs, replacement or maintenance incurred as a result of the transport of equipment to or from the Project location. An estimate of these costs is attached as Exhibit 1 and incorporated herein by reference.

3. Company shall provide County details of preliminary work Company will perform prior to use of road, for example: install two 1" X 8' X 25' steel plates across the bridge located north of the intersection of County [road name:] and County [2nd road name:] for additional support.

4. Company shall provide a surety bond in the sum of [$ 1,270,200.00 Estimated cost] dollars with the County Treasurer of Jefferson County, Texas upon execution of this agreement. All provisions of this agreement are contingent upon review and approval of the bond by the Jefferson County, Texas Commissioners Court. The bond shall provide for prompt payment by the surety upon demand by County for the repairs, replacement and maintenance costs incurred to return the road to substantially the same condition the road possessed prior to the commencement date of the project. However, the liability of Company for such costs is not limited to the face amount of the bond and Company agrees to pay any additional sums actually incurred to return the road to substantially the same condition of the road prior to the commencement date upon demand.

5. Company agrees to provide 48 hours notice to the County Commissioner or Road Superintendant for Precinct No. ___ of Jefferson County, Texas before transporting any equipment on County [road name:_____ and County [2nd road name: _____ _, that would interrupt the normal flow of traffic. Company agrees to bear the cost of any County manpower and equipment necessary to interrupt and redirect traffic during any interruption of the normal flow of traffic.

Agreed and executed this 6th day of October, 2020

_____
Jefferson County Judge

Approved by Jefferson County Commissioners Court on the 6th day of October, 2020

Attest:

_____
Jefferson County Clerk

COMMISSIONERS COURT JEFFERSON COUNTY, TEXAS

_____
Authorized Agent for _____

THE STATE OF TEXAS, §
§
COUNTY OF JEFFERSON §

I, Loma George a notary public, do hereby certify that on this 6th day of October 2020, personally appeared before me JEFF R. BRANICK being by me first duly sworn, declared that he is the County Judge of Jefferson County TX and that he has been duly authorized to execute the foregoing document on behalf of the Company.

SWORN TO AND SUBSCRIBED before me on this 6th day of October, 2020.

LOMA C GEORGE
Notary Public, State of Texas
Comm. Expires 02-07-2023
Notary ID# 419409-9

Loma George
Notary Public, State of Texas
Notary's Typed/Printed Name
My commission expires

Exhibit 1

Estimate of Cost:

Length of [1st road name]:
Type of road surface/material:
Number of culverts/bridges:
Any other special features:
Length of [2nd road name]:
Type of road surface/material:
Number of culverts/bridges:
Any other special features:

Anticipated cost of Repair:
Repeat for each Road: [1st road name]

Labor: (Rate includes salary/benefits/overtime, where applicable)
Foreman $ 30.00 per hour x _____ hours = $_____

Equipment Operator $ 28.00 per hour x _____ hours = $_____

Other $ 25.00 per hour x _____ hours = $_____

Equipment: (Rate includes fuel, depreciation and overhead costs (insurance).
Truck $ 35.00 per hour x _____ hours = $_____

Grader $ 60.00 per hour x _____ hours = $_____

Other $ 80.00 per hour x _____ hours = $_____

Material: (Rate includes cost to acquire and transport to location)
Base mtl $ 55.00 Per Ton + $_____ per hour x _____ hours = $_____

Asphalt $ 115.00 Per Ton + $_____ per hour x _____ hours = $_____

Other at $ 100.00 Per Ton + $_____ per hour x _____ hours = $_____

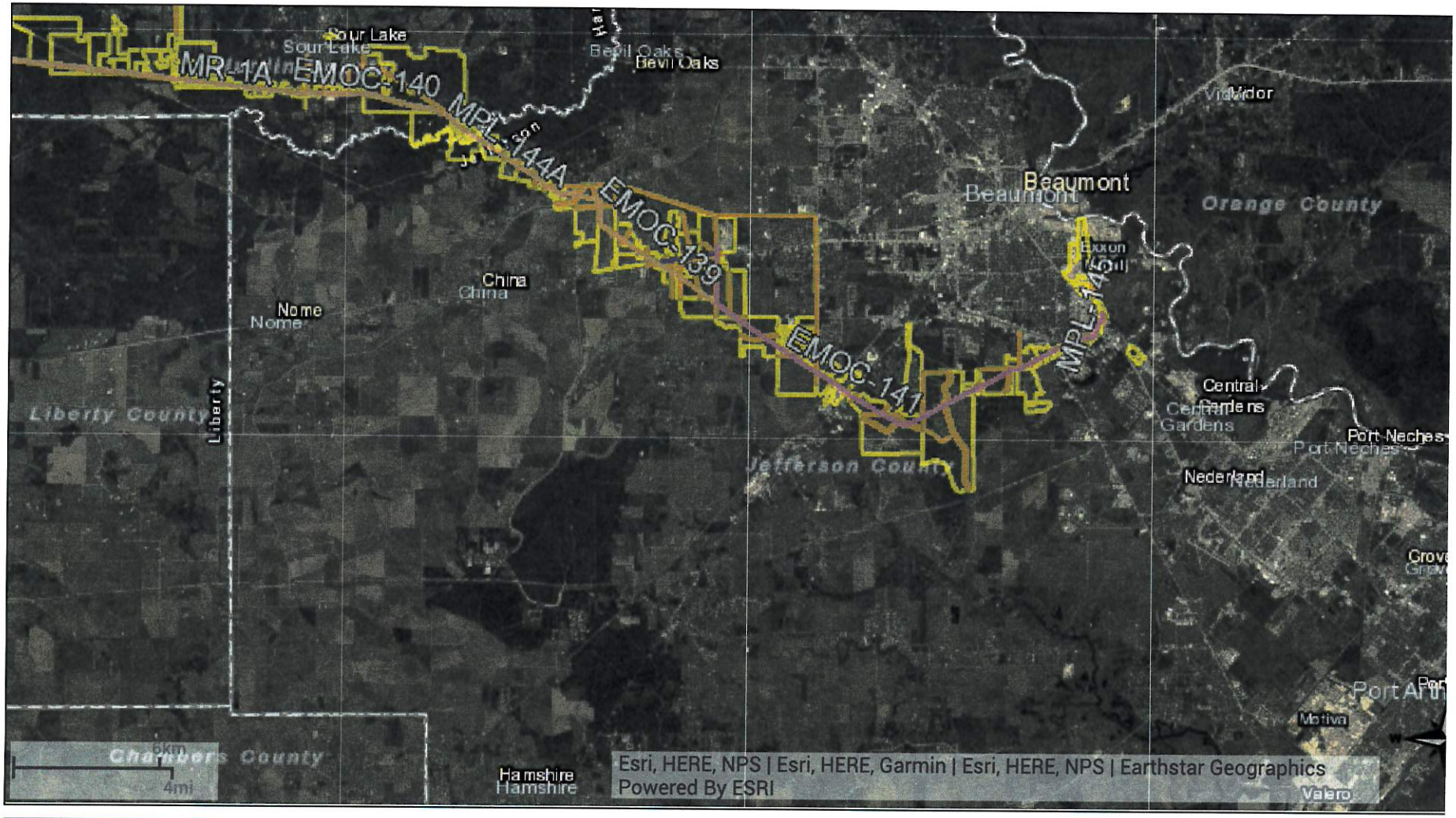
Total for [1st road name] $_____

Olin Road, Spindletop Road, Sulfur Drive, Sulfur Plant Road, Highland Rd, Ohio, Fannett Road, Flint Road Labell Road, Major Drive, Brooks Road, Walden Road, Smith Road, West Lane, South Pine Island, West Pine Road, Yorkshire Drive, Meeker Road, Aggie Road, Westbury Road, China Road, Old Beaumont Road and Soileau Road

ExxonMobil Oil Corporation and Mobil Pipe Line Company have identified the roads the project would like to use to transport equipment and materials during the project. ExxonMobil Oil Corporation, their contractors and sub-contractors, agents, employees, workforce will utilize the roads beginning March 15, 2021 through March 15, 2022. The traffic will not exceed the DOT load limits. The list of roads to be used throughout Jefferson County and highlighted are under Jefferson County Authority:

Olin Road
Hwy 380
Hwy 96
Jim Galligan
Hunter Street
Cardinal Drive
Rolfe Christopher Road
Sulfur Drive
Spindletop Road
Sulfur Plant Drive
Ohio Street
Highland Road
Hwy 93
Erie Street
FM 124
Tyrell Park Road
Frint Road
Labell Road
Major Drive
Brooks Road
Walden Road
Smith Road
Sour Lake Road
Hwy 90
West Lane
South Pine Island
West Pine
Yorkshire Drive
Meeker Road
Aggie Drive
Westbury
China
Old Beaumont
Soileau Road
Hwy 105

Jefferson County Map

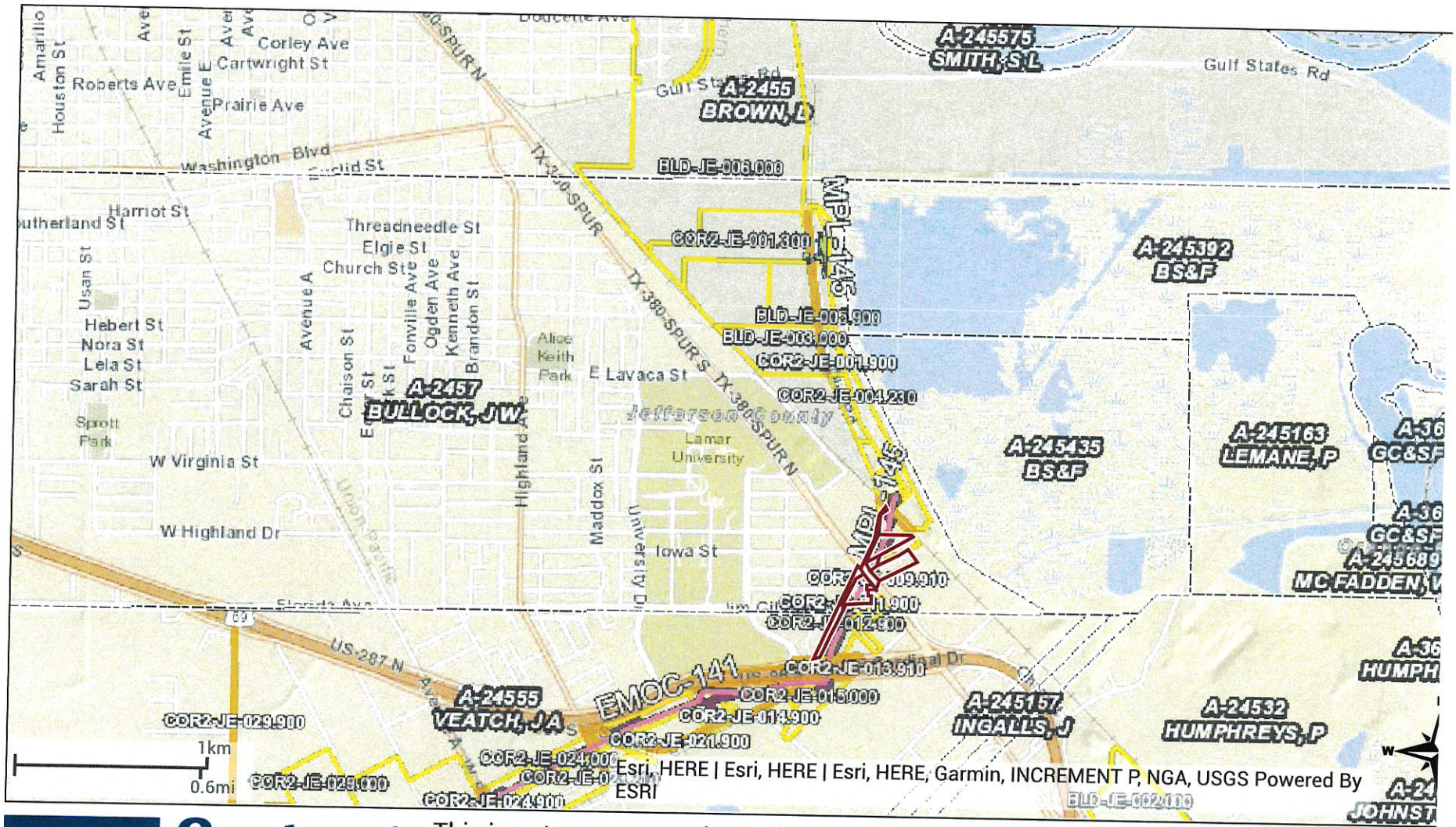


CLS Contract Land Staff

This is not a survey product. Distances in this map are approximations only and should nc used for authoritative definition of legal boundary or property title.

Jefferson County RUA

Map 1

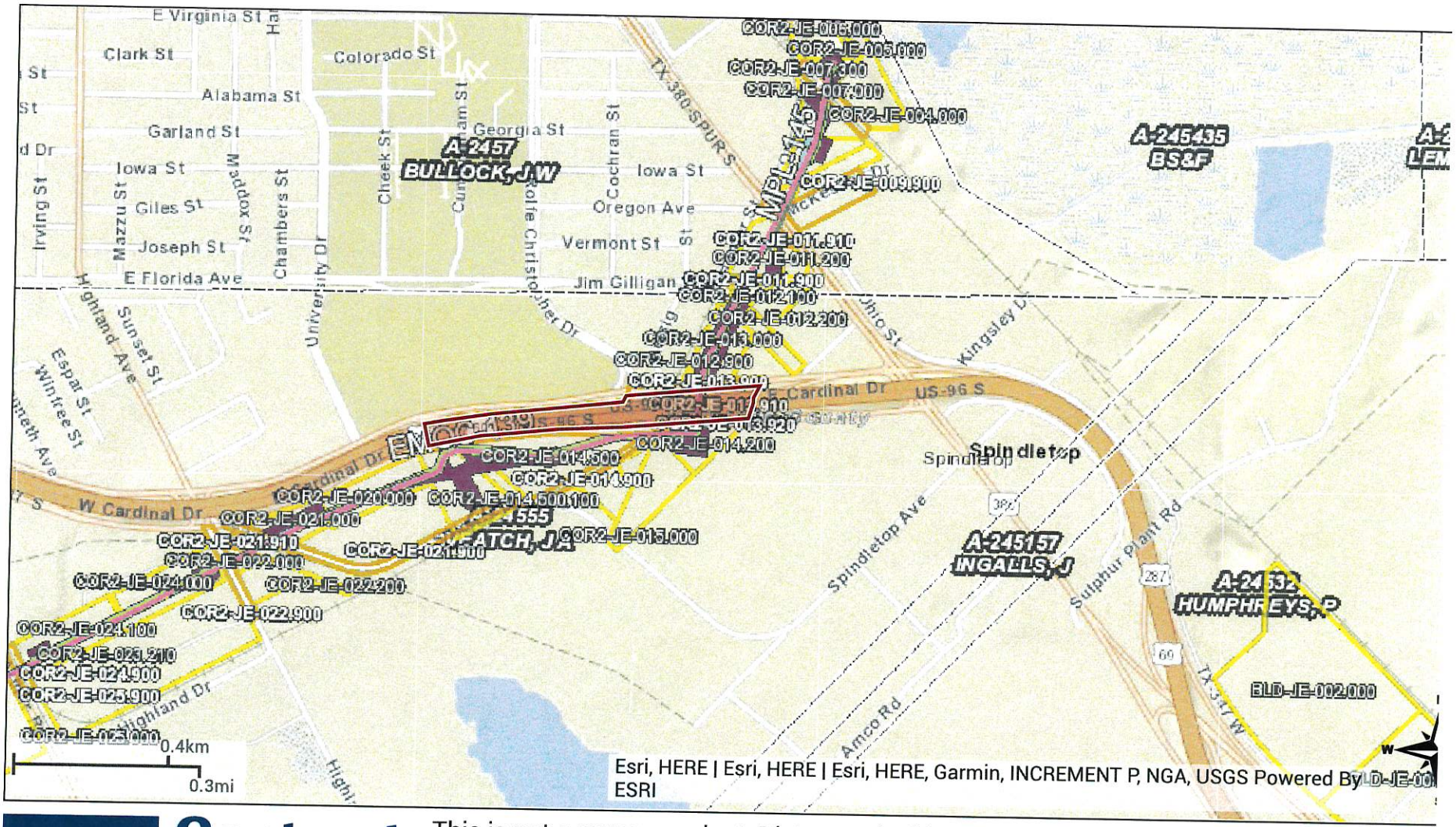


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Jefferson County RUA

Map 2

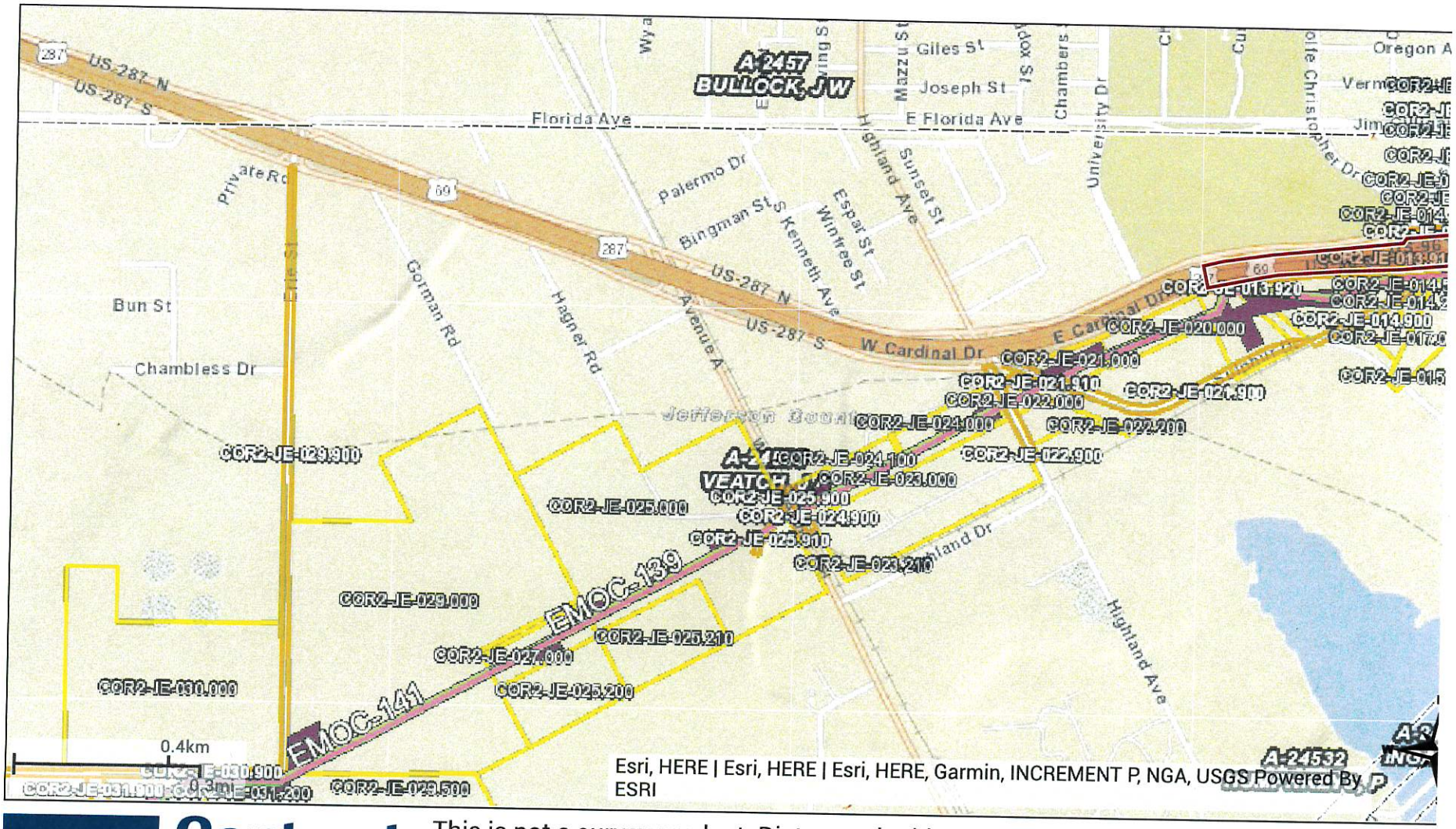


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Jefferson County RUA

Map 3

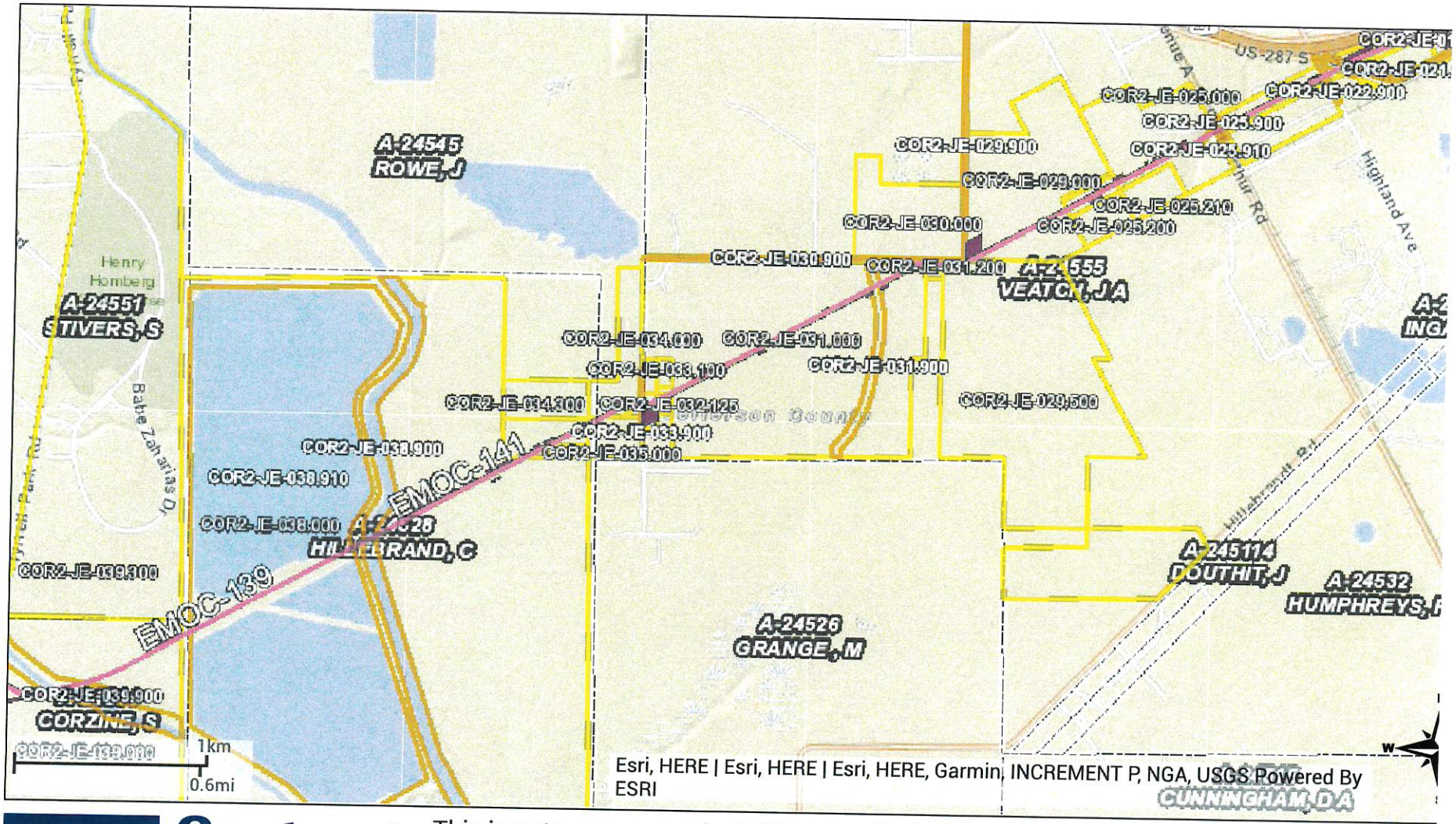


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Jefferson County RUA

Map 4

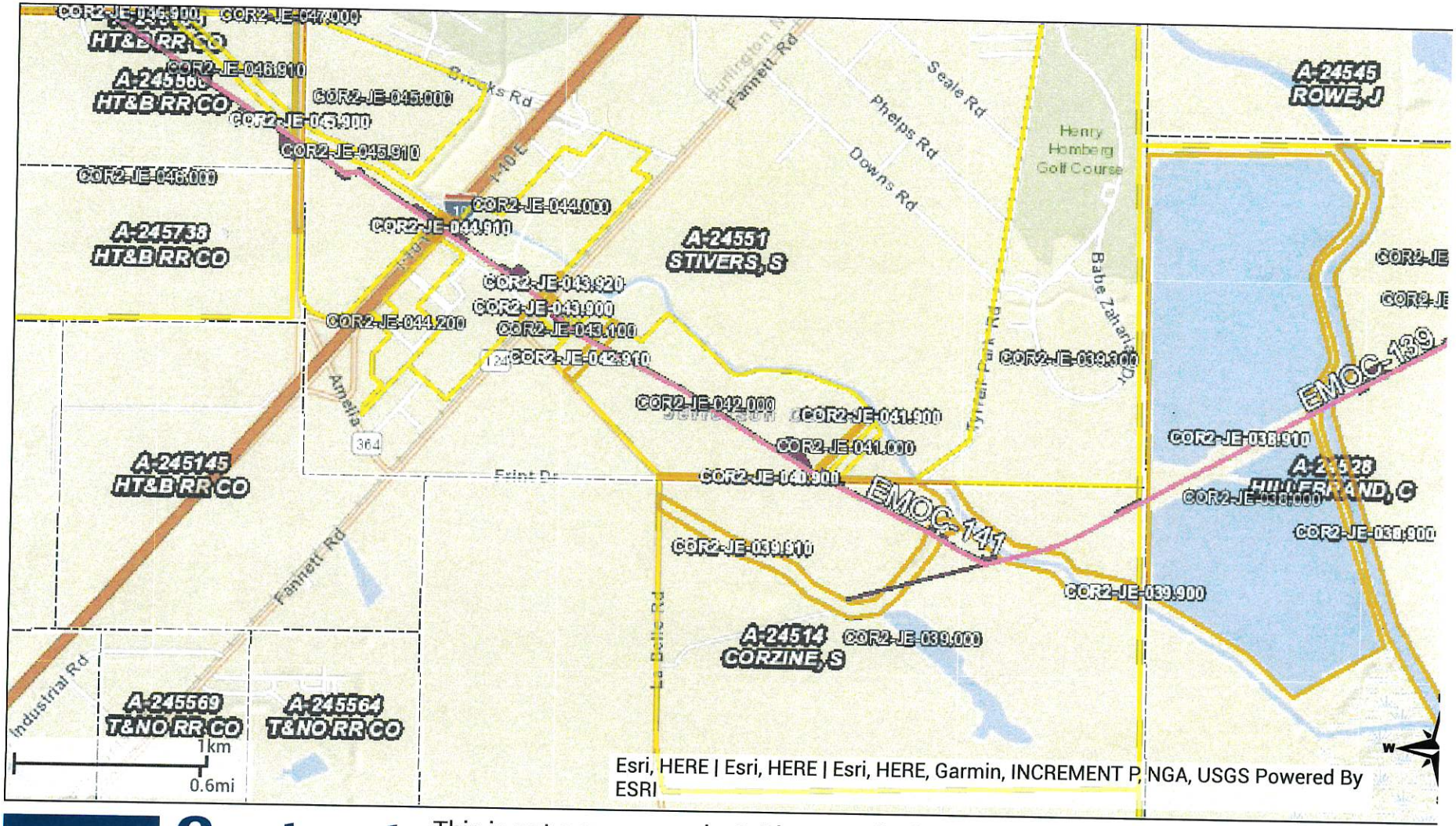


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Jefferson County RUA

Map 5

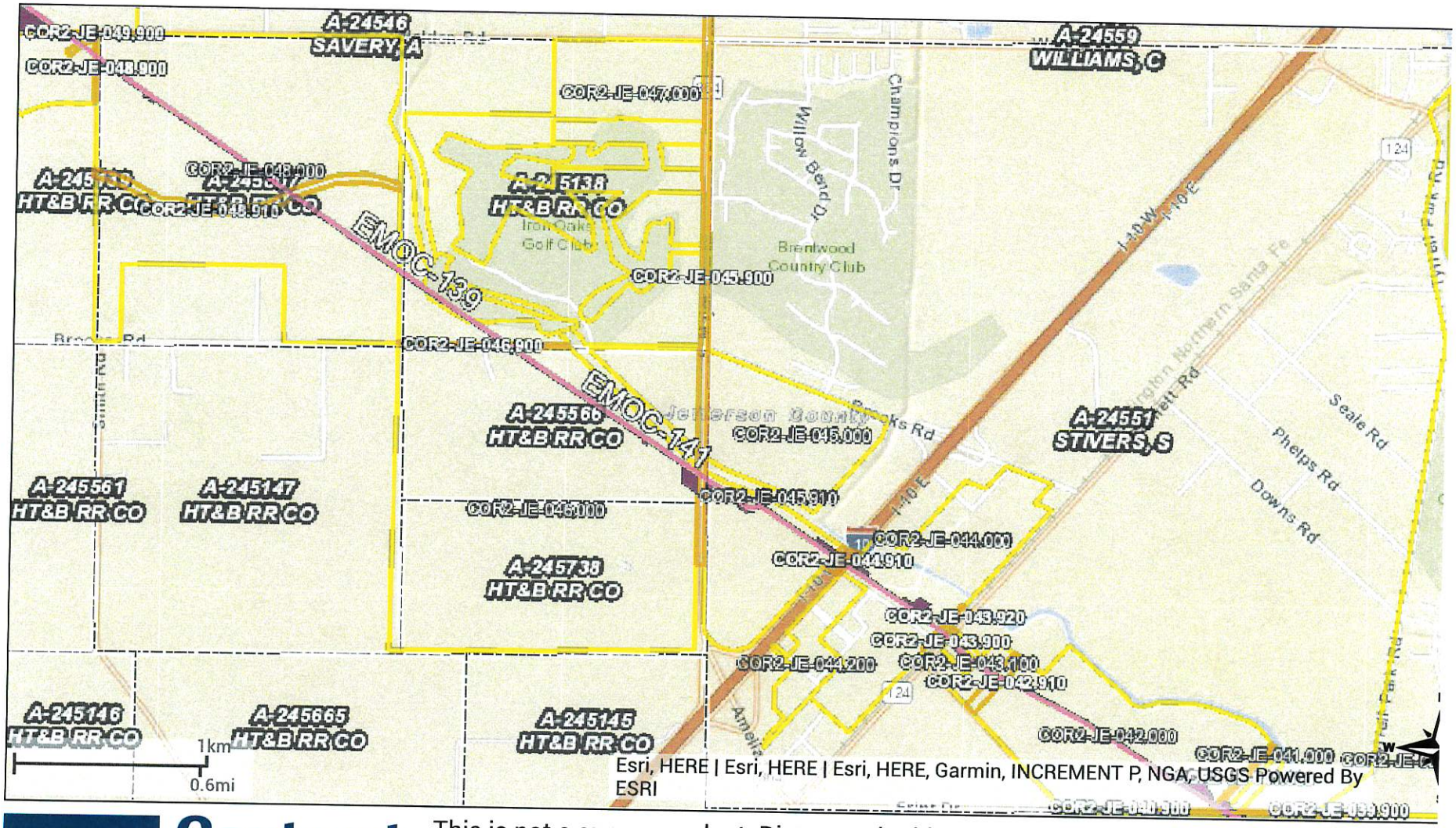


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Jefferson County RUA

Map 6

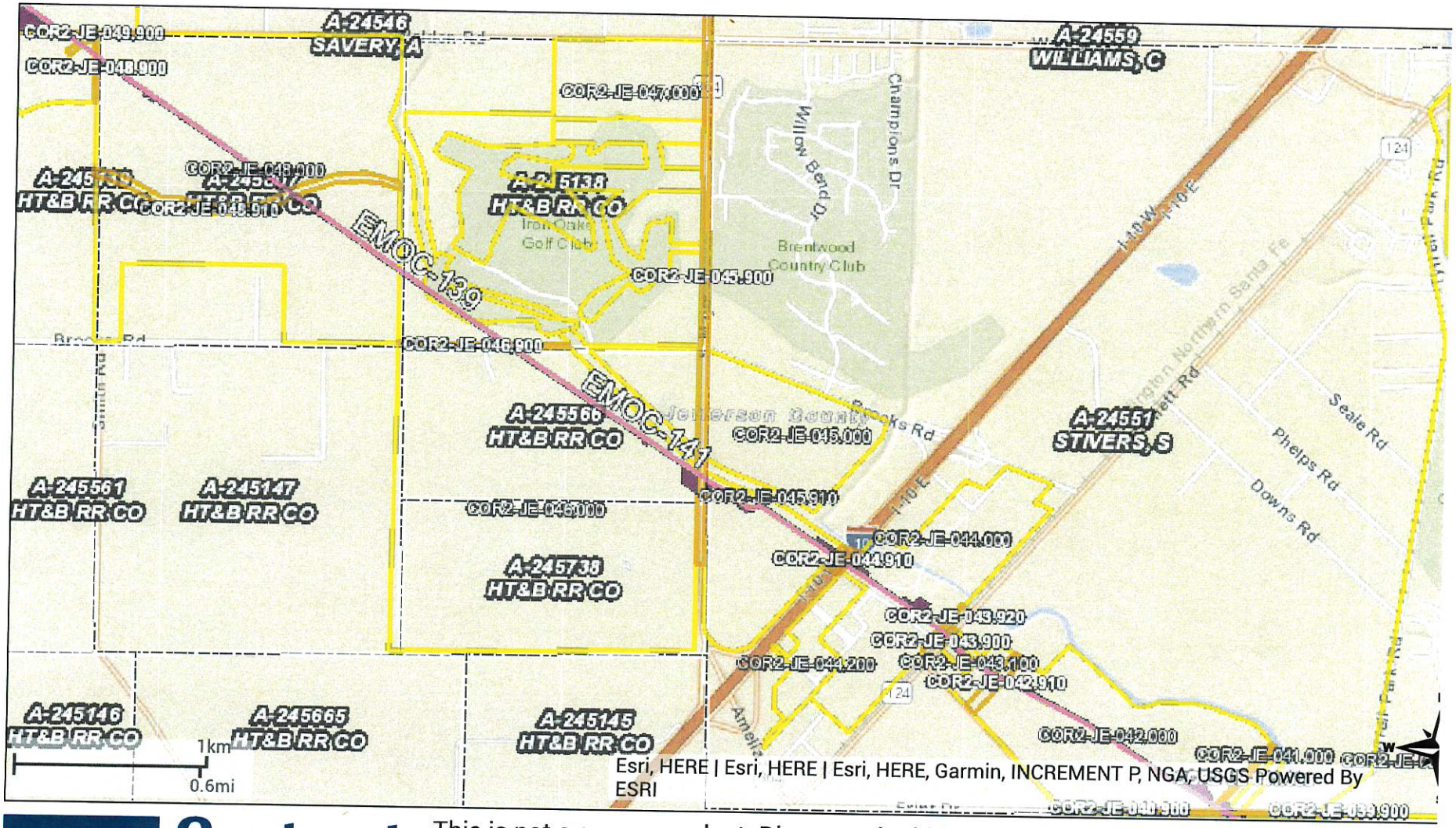


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Jefferson County RUA

Map 6

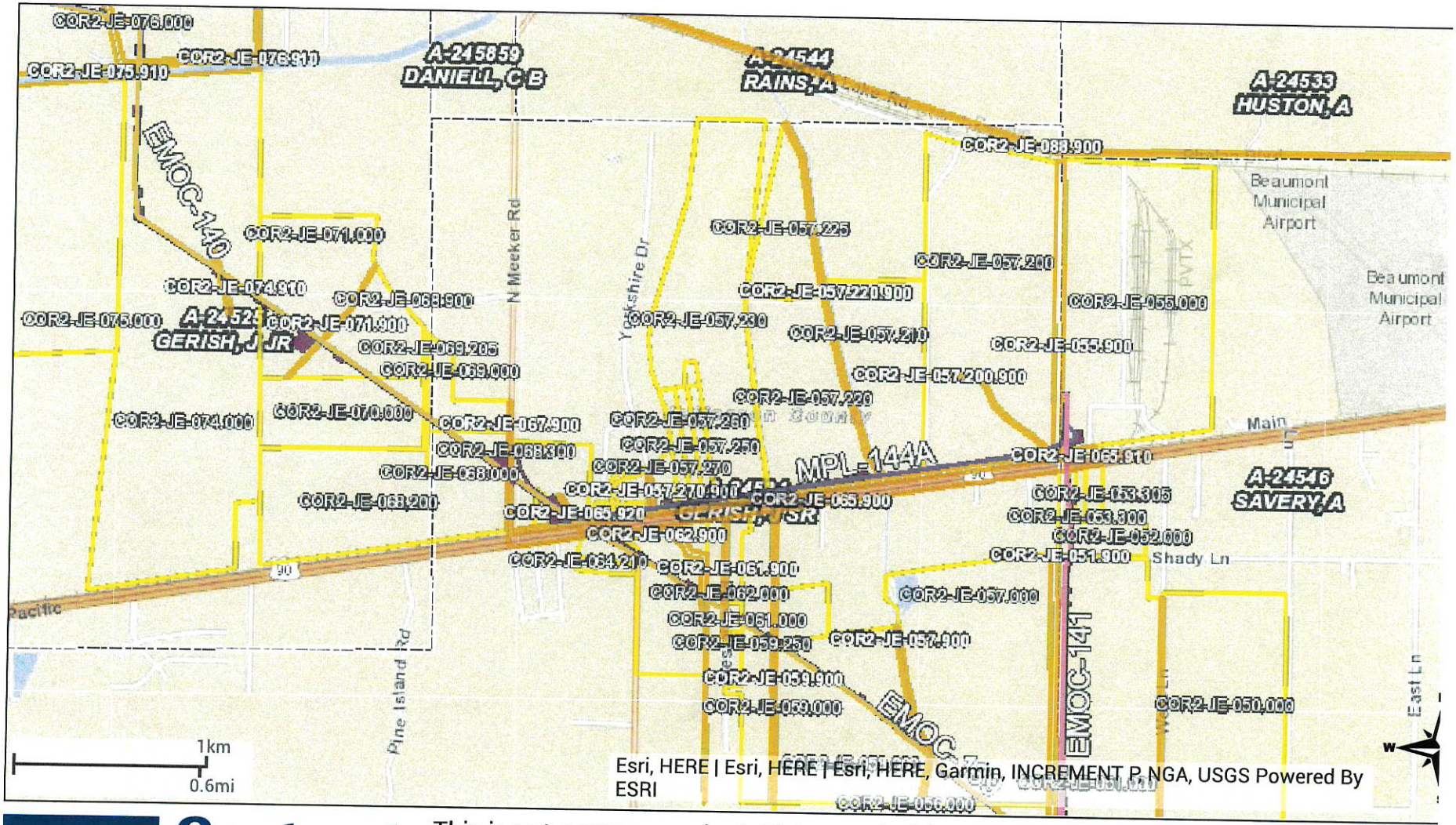


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Jefferson County RUA

Map 7

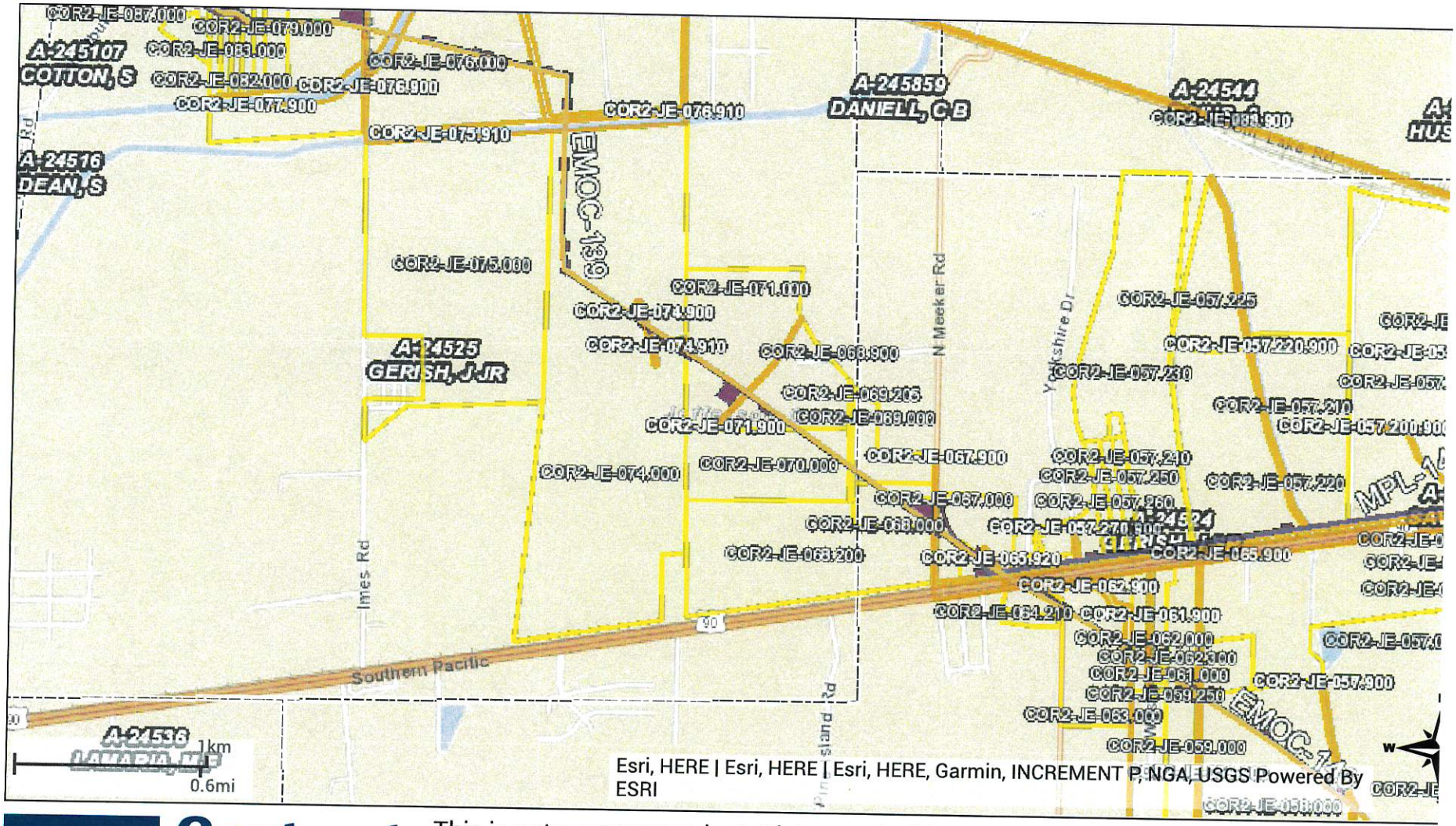


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Jefferson County RUA

Map 8

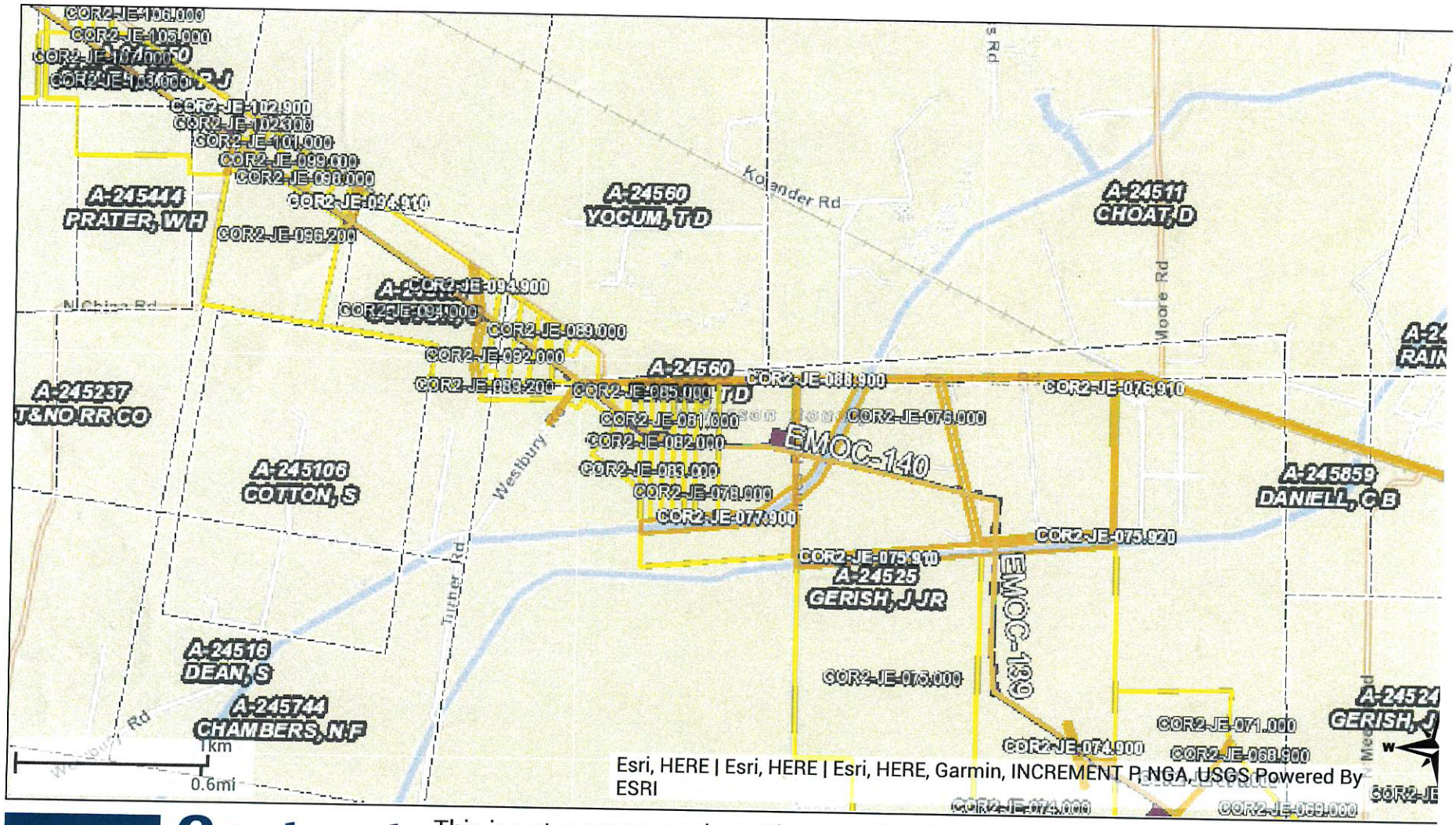


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Jefferson County RUA

Map 9

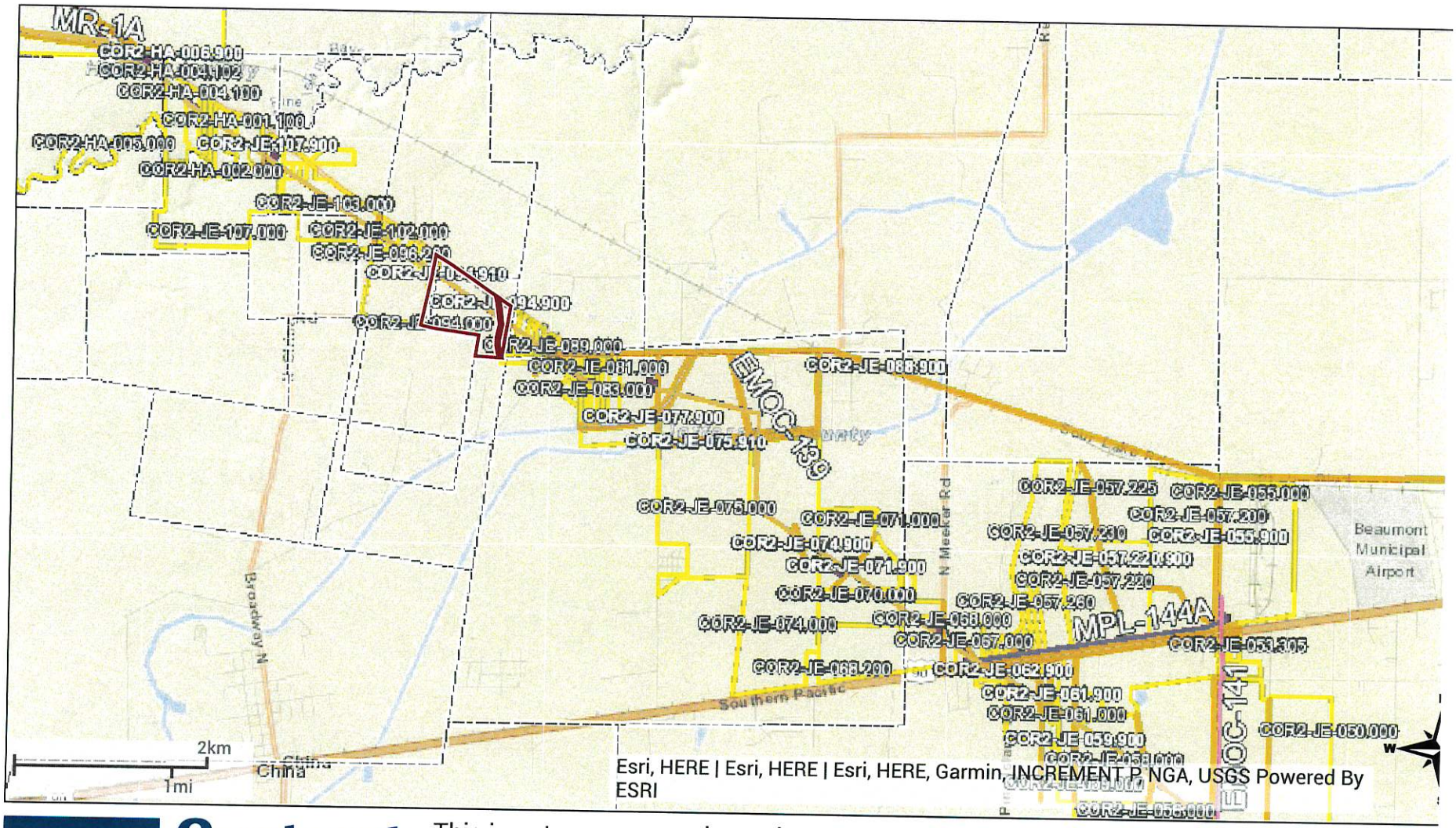


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Jefferson County RUA

Map 10



CLS Contract Land Staff

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Liberty Mutual SURETY

BOND TO GUARANTEE SATISFACTORY COMPLETION OF INSTALLATIONS ON ROAD RIGHT OF WAY

Bond No. 019074397

KNOW ALL MEN BY THESE PRESENTS:

That we, EXXONMOBIL OIL CORPORATION,

Principal, and Liberty Mutual Insurance Company,

as Surety, are held and firmly bound unto JEFFERSON COUNTY, ENGINEERING DEPARTMENT

, Obligee, in the amount of One Million Two Hundred Seventy Thousand Two Hundred and No/100 ($1,270,200.00) ---------- DOLLARS.

WHEREAS, the said Principal contemplates cutting streets, roads and/or alleys within the jurisdiction of said Obligee, and that has been issued a permit by said Obligee for this purpose.

NOW, the condition of this bond is such that if the Principal shall fail to comply with the provisions of said permit issued by the Obligee for installations on and restoration of said Right of Way, the Principal shall pay to said Obligee all costs of replacing said Right of Way in as good a condition as it was before being disturbed. If the provisions of said permit are promptly fulfilled by said Principal, then this obligation shall be null and void.

It is mutually agreed between all parties hereto that if the Surety shall so elect, this bond may be canceled by giving thirty days notice in writing to Obligee, and this bond shall be deemed canceled at the expiration of said thirty days from date of receipt of such notice, and said Surety remaining liable for all or any fees or penalties covered under this bond, which may have accrued up to the date of such cancellation, under the terms, conditions, and provisions of this bond.

EXECUTED this 14th day of September, 2020.

EXXONMOBIL OIL CORPORATION

M.E. HORNEMAN
ATTORNEY IN FACT

PRINCIPAL

Liberty Mutual Insurance Company

SURETY

Julia R. Burnet, Attorney-in-Fact

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: **8202271-019008**

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Jonathan F. Black; Stephanie S. Helmig; Joyce M. Houghton; Matthew J. Rosenberg; Denise M. Bruno; Julia R. Burnet; Elizabeth P. Cervini; James M. DiSciullo; Melissa J. Hinde; Christine M. Hrusovsky; David A. Johnson; Harry C. Rosenberg; David C. Rosenberg; John E. Rosenberg; Nolan P. Steele

all of the city of Wayne state of PA each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 2nd day of October, 2019.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: _____
David M. Carey, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 2nd day of October, 2019 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 28, 2021
Member, Pennsylvania Association of Notaries

By: _____
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS: Section 12. Power of Attorney.
Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.
Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 14th day of September, 2020.

By: _____
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

Liberty Mutual SURETY

LIBERTY MUTUAL INSURANCE COMPANY

FINANCIAL STATEMENT — DECEMBER 31, 2019

Assets

Cash and Bank Deposits	$778,754,989
*Bonds — U.S Government	2,780,808,610
*Other Bonds	12,645,608,792
*Stocks	16,385,435,431
Real Estate	235,608,378
Agents' Balances or Uncollected Premiums	6,217,983,641
Accrued Interest and Rents	102,273,390
Other Admitted Assets	11,957,106,292
Total Admitted Assets	**$51,103,579,523**

Liabilities

Unearned Premiums		$8,007,146,482
Reserve for Claims and Claims Expense		21,532,853,787
Funds Held Under Reinsurance Treaties		507,868,920
Reserve for Dividends to Policyholders		1,143,826
Additional Statutory Reserve		125,722,000
Reserve for Commissions, Taxes and Other Liabilities		4,117,460,075
Total		**$34,292,195,090**
Special Surplus Funds	$32,768,443	
Capital Stock	10,000,075	
Paid in Surplus	10,044,978,933	
Unassigned Surplus	6,723,636,983	
Surplus to Policyholders		**16,811,384,434**
Total Liabilities and Surplus		**$51,103,579,524**

LIBERTY MUTUAL INSURANCE COMPANY INCORPORATED 1912 MASSACHUSETTS

* Bonds are stated at amortized or investment value; Stocks at Association Market Values.
The foregoing financial information is taken from Liberty Mutual Insurance Company's financial statement filed with the state of Massachusetts Department of Insurance.

I, TIM MIKOLAJEWSKI, Assistant Secretary of Liberty Mutual Insurance Company, do hereby certify that the foregoing is a true, and correct statement of the Assets and Liabilities of said Corporation, as of December 31, 2019, to the best of my knowledge and belief.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Corporation at Seattle, Washington, this 27th day of March, 2020.

T A Mikolajewski

Assistant Secretary

Liberty Mutual SURETY

BOND TO GUARANTEE SATISFACTORY COMPLETION OF INSTALLATIONS ON ROAD RIGHT OF WAY

Bond No. 019074397

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That we, EXXONMOBIL OIL CORPORATION,

Principal, and Liberty Mutual Insurance Company,

as Surety, are held and firmly bound unto JEFFERSON COUNTY, ENGINEERING DEPARTMENT

, Obligee, in the amount of One Million Two Hundred Seventy Thousand Two Hundred and No/100 ($1,270,200.00) ---------- DOLLARS.

WHEREAS, the said Principal contemplates cutting streets, roads and/or alleys within the jurisdiction of said Obligee, and that has been issued a permit by said Obligee for this purpose.

NOW, the condition of this bond is such that if the Principal shall fail to comply with the provisions of said permit issued by the Obligee for installations on and restoration of said Right of Way, the Principal shall pay to said Obligee all costs of replacing said Right of Way in as good a condition as it was before being disturbed. If the provisions of said permit are promptly fulfilled by said Principal, then this obligation shall be null and void.

It is mutually agreed between all parties hereto that if the Surety shall so elect, this bond may be canceled by giving thirty days notice in writing to Obligee, and this bond shall be deemed canceled at the expiration of said thirty days from date of receipt of such notice, and said Surety remaining liable for all or any fees or penalties covered under this bond, which may have accrued up to the date of such cancellation, under the terms, conditions, and provisions of this bond.

EXECUTED this 14th day of September, 2020.

EXXONMOBIL OIL CORPORATION

M.E. HORNEMAN
ATTORNEY IN FACT

PRINCIPAL

Liberty Mutual Insurance Company

SURETY

Julia R. Burnet, Attorney-in-Fact

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual SURETY

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: **8202271-019008**

POWER OF ATTORNEY

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IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 2nd day of October, 2019.

LIBERTY MUTUAL INSURANCE COMPANY INCORPORATED 1912 MASSACHUSETTS

THE OHIO CASUALTY INSURANCE COMPANY INCORPORATED 1919 NEW HAMPSHIRE

WEST AMERICAN INSURANCE COMPANY INCORPORATED 1991 INDIANA

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: _____
David M. Carey, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY ss

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IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.

TERESA PASTELLA COMMONWEALTH OF PENNSYLVANIA NOTARY PUBLIC

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 28, 2021
Member, Pennsylvania Association of Notaries

By: _____
Teresa Pastella, Notary Public

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Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.
Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 14th day of September, 2020.

LIBERTY MUTUAL INSURANCE COMPANY INCORPORATED 1912 MASSACHUSETTS

THE OHIO CASUALTY INSURANCE COMPANY INCORPORATED 1919 NEW HAMPSHIRE

WEST AMERICAN INSURANCE COMPANY INCORPORATED 1991 INDIANA

By: _____
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

Liberty Mutual SURETY

LIBERTY MUTUAL INSURANCE COMPANY

FINANCIAL STATEMENT — DECEMBER 31, 2019

Assets

Cash and Bank Deposits	$778,754,989
*Bonds — U.S Government	2,780,808,610
*Other Bonds	12,645,608,792
*Stocks	16,385,435,431
Real Estate	235,608,378
Agents' Balances or Uncollected Premiums	6,217,983,641
Accrued Interest and Rents	102,273,390
Other Admitted Assets	11,957,106,292
Total Admitted Assets	**$51,103,579,523**

Liabilities

Unearned Premiums		$8,007,146,482
Reserve for Claims and Claims Expense		21,532,853,787
Funds Held Under Reinsurance Treaties		507,868,920
Reserve for Dividends to Policyholders		1,143,826
Additional Statutory Reserve		125,722,000
Reserve for Commissions, Taxes and Other Liabilities		4,117,460,075
Total		**$34,292,195,090**
Special Surplus Funds	$32,768,443	
Capital Stock	10,000,075	
Paid in Surplus	10,044,978,933	
Unassigned Surplus	6,723,636,983	
Surplus to Policyholders		**16,811,384,434**
Total Liabilities and Surplus		**$51,103,579,524**

LIBERTY MUTUAL INSURANCE COMPANY INCORPORATED 1912 MASSACHUSETTS

* Bonds are stated at amortized or investment value; Stocks at Association Market Values.
The foregoing financial information is taken from Liberty Mutual Insurance Company's financial statement filed with the state of Massachusetts Department of Insurance.

I, TIM MIKOLAJEWSKI, Assistant Secretary of Liberty Mutual Insurance Company, do hereby certify that the foregoing is a true, and correct statement of the Assets and Liabilities of said Corporation, as of December 31, 2019, to the best of my knowledge and belief.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Corporation at Seattle, Washington, this 27th day of March, 2020.

T A Mikolajewski

Assistant Secretary

ENG DEPT ORIGINAL

Permit No. 07-P-20

Precinct No. 1 and 4

BOND # 0190 74370

APPLICATION FOR PIPE LINE PERMIT
(2003 REVISION)

Date 10/01/20

HONORABLE COMMISSIONERS' COURT
JEFFERSON COUNTY
BEAUMONT, TEXAS 77701

Gentlemen:

Exxon Mobil Oil Corporation and Mobil Pipe Line Co (Company) does hereby make application to use lands belonging to Jefferson County, for the purpose of constructing, maintaining or repairing two pipe lines for the distribution of Liquid Hydrocarbons location(s) of which is fully described as follows:

See the attached list of road crossings and location descriptions

12 pages of drawings attached.
Construction will begin on or after March 15, 2021.

It is understood that all work will comply with the requirements of the Pipe Line Policy adopted by Jefferson County Commissioners' Court on 2003 and all subsequent revisions thereof to date.

Enclosed, please find the required permit fee:

24 road crossing@ $100.00	$ 2400.00
_____ miles parallel@ $150.00/mile or fraction	$ _____
TOTAL 2400.00	$ _____

We understand that a Performance Bond will be required to protect against damage to Jefferson County's property. This will be $5,000.00 per crossing and $50,000.00 per mile or fraction thereof for parallel construction unless a special hazard to Jefferson County's property is judged to exist. No work will begin until the County Engineer has been furnished such bonds as Jefferson County Commissioners' Court may choose to require.

Permit is issued for a period of twenty-five (25) years, at which time, the permit must be renewed.

Company ExxonMobil Oil Corporation



By Matthew Horneman

Title Agent and Attorney in Fact

Address 22777 Springwood Parkway, Spring, Texas 77389

Phone No 800-537-5200

Return Approved Permits
Beaumont 2 Pipeline Project
Tracy Calhoun, Permit Specialist
Contact Land Staff
2245 Texas Drive, Ste 200
Sugar Land, Texas 77479
Phone number prior and during construction:
913-645-1656

COR2-JE-061.900
Drawing ID: BMT-HL-0000-UP-RD-0061

Jefferson County Pipeline Crossing Permits

Highland Ave

J.A. Veatch Survey, Abstract No 55, Jefferson County, Texas

Erie Street

J.A. Veatch Survey, Abstract No 55, Jefferson County, Texas

Frint Road

J. Gerish Sr. Survey, Abstract No 24, Jefferson County, Texas

Brooks Road

HT&B RR CO. Survey, Abstract No 566, Jefferson County, Texas

Smith Road

HT&B RR CO. Survey, Abstract No 807, Jefferson County, Texas

Walden Road

HT&B RR CO. Survey, Abstract No 139, Jefferson County, Texas

Westpine Road

J. Gerish Sr. Survey, Abstract No 24, Jefferson County, Texas

South Pine Island Road

Gerish J Sr. Survey, Abstract No 24, Jefferson County, Texas

N. Meeker Road

J. Gerish, Jr. Survey, Abstract No 24, Jefferson County, Texas

Aggie Drive

J. Gerish, Jr. Survey, Abstract No 25, Jefferson County, Texas

Westbury

J. Gerish, Jr. Survey, Abstract No 25, Jefferson County, Texas

N. China Road

N.F. Chambers Survey, Abstract No 744, Jefferson County, Texas

Jefferson County Pipeline Permit Application

Road Crossing and Number of Pipes

2- Highland Ave

2-Erie Street

2-Frint Road

2-Brooks Road

2-Smith Road

2-Walden Road

2-Westpine Road

2- South Pipe Island

2-N. Meeker Road

2-Aggie Drive

2-Westbury Road

2-N. China Road

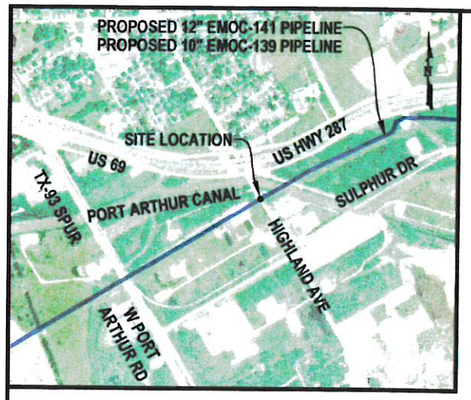
Total of 24 crossings @ 100.00 = 2400.00

The Engineers provided the following footage(s) and the Mileage(s) across Jefferson County

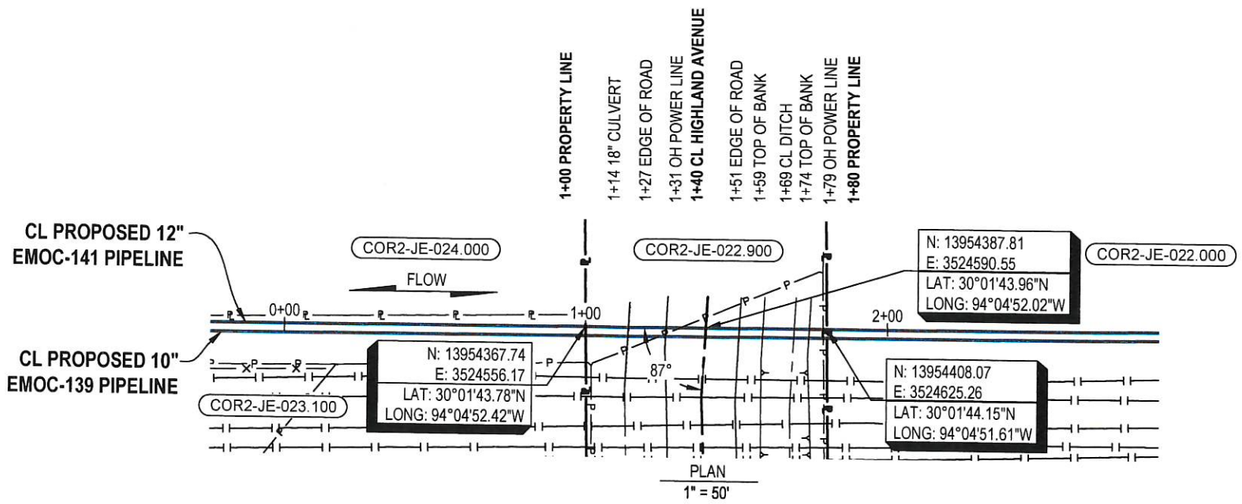
Pipeline ID number	Footage	Miles
EMOC 139	105,956.84	20.0676
EMOC 140	42,853.65	8.1162
EMOC 141	71,418.25	13.5262

JEFFERSON COUNTY, TEXAS

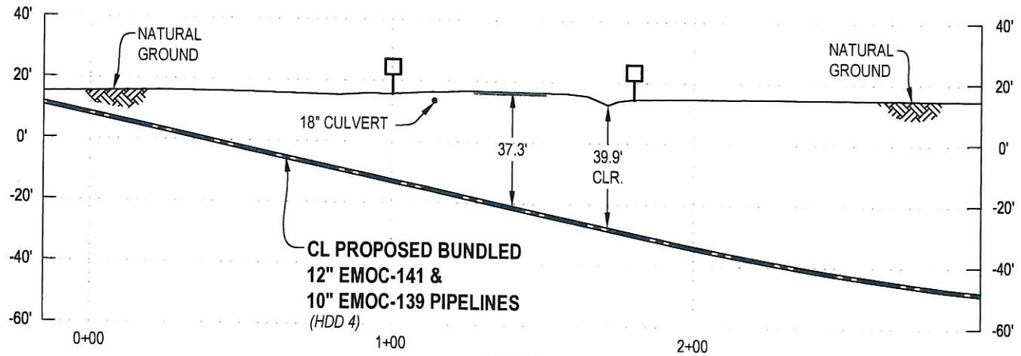
J.A. VEATCH SURVEY, ABSTRACT NO. 55



VICINITY MAP



PLAN
1" = 50'



PROFILE
HORIZ: 1" = 50'
VERT: 1" = 50'

PROPOSED 12" MPL-141 PIPELINE
PRODUCT: ETHYLENE
CROSSING PIPE: 12.75" O.D. X 0.469" W.T., X-65, PSL2, SMLS
12-16 MILS FBE & 20-24 MILS ARO
MINIMUM TEST PRESSURE: 2838 PSIG
MAXIMUM OPERATING PRESSURE: 1892 PSIG
INSTALLATION METHOD: HORIZONTAL DIRECTIONAL DRILL BUNDLED
CATHODIC PROTECTION: IMPRESSED CURRENT

PROPOSED 10" EMOC-139 PIPELINE
PRODUCT: PROPANE
CROSSING PIPE: 10.75" O.D. X 0.469" W.T., X-65, PSL2, SMLS
12-16 MILS FBE & 20-24 MILS ARO
MINIMUM TEST PRESSURE: 2160 PSIG
MAXIMUM OPERATING PRESSURE: 1440 PSIG
INSTALLATION METHOD: HORIZONTAL DIRECTIONAL DRILL BUNDLED
CATHODIC PROTECTION: IMPRESSED CURRENT

NOTES:

1. CROSSING PIPE SHALL EXTEND 5' BEYOND RIGHT-OF-WAY LIMITS.
2. TRAFFIC TO BE MAINTAINED DURING INSTALLATION.
3. PROPOSED PIPELINE WILL MAINTAIN MINIMUM 2' CLEARANCE FROM UTILITIES AND FOREIGN PIPELINES.
4. COORDINATE SYSTEM: NAD83 TEXAS STATE PLANE, SOUTH CENTRAL ZONE, US FOOT (TX83-SCF)

I, JON MARNIE, A PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, HEREBY CERTIFY THAT THE CIVIL AND MECHANICAL DESIGN OF THE PIPELINE AND RELATED ASSEMBLIES MEETS OR EXCEEDS THE REQUIREMENTS OF THE CODE OF FEDERAL REGULATIONS, TITLE 49, PART 195, "TRANSPORTATION OF HAZARDOUS LIQUIDS BY PIPELINE" LATEST EDITION. THIS CERTIFICATION MAKES NO GUARANTEE THAT THIS DRAWING CONTAINS COMPLETE OR CONCLUSIVE INFORMATION. THE CONSTRUCTION CONTRACTOR MUST CONTACT THE STATE "ONE CALL" SYSTEM PRIOR TO ANY EXCAVATION. THESE DOCUMENTS ARE RELEASED FOR THE PURPOSE OF PERMITTING ONLY AND ARE NOT TO BE USED FOR CONSTRUCTION.

JON MARNIE
TEXAS P.E. NO. 117284

DATE

EXXONMOBIL
BEAUMONT 2
PIPELINE PROJECT

UniversalPegasus INTERNATIONAL
A Subsidiary of Huntington Ingalls Industries

NO.	REVISION	DATE	APPR
0	ISSUE FOR PERMIT	03/05/2020	JM

ExxonMobil

ROAD CROSSING DRAWING
PROPOSED 12" EMOC-141 & 10" EMOC-139 PIPELINES
HIGHLAND AVENUE
COR2-JE-022.900

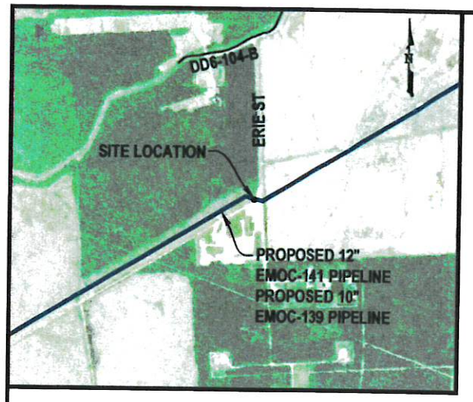
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AS NOTED	01/27/2020	CBG	TA	JM	99996	BMT-HL-0000-UP-RD-0054	1 OF 1

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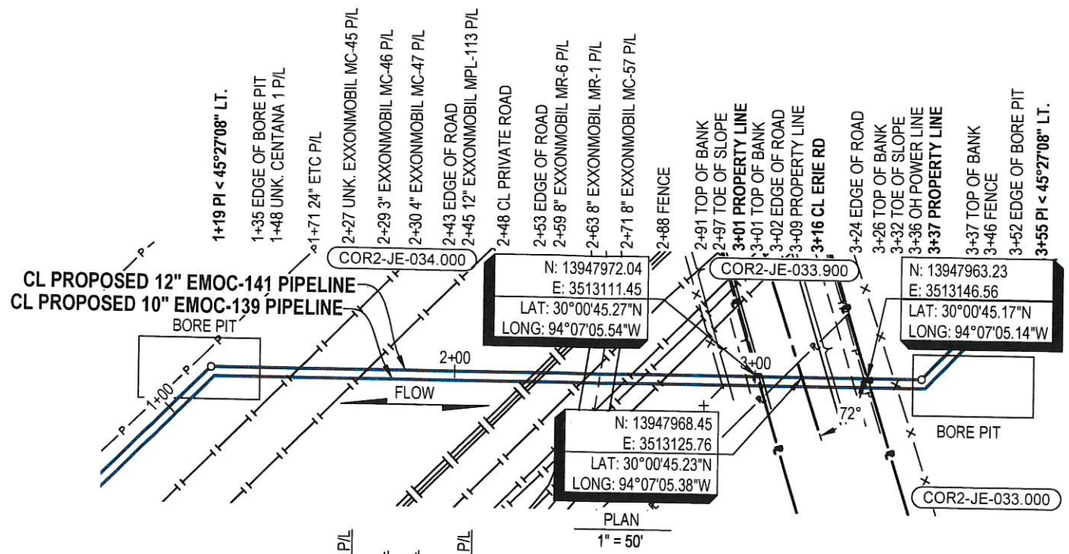
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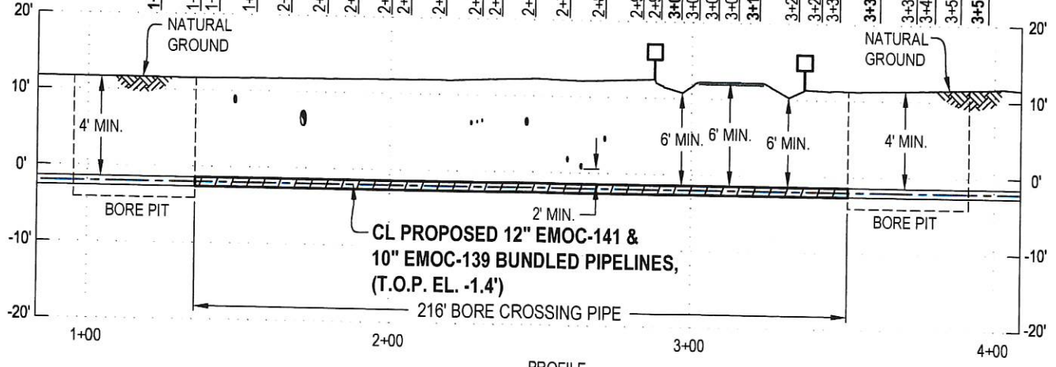
JEFFERSON COUNTY, TEXAS

J.A. VEATCH SURVEY, ABSTRACT NO. 55

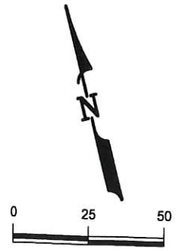


VICINITY MAP





PROFILE
HORIZ: 1" = 50'
VERT: 1" = 20'



BORE CROSSING PIPE

PROPOSED 10" EMOC-139 PIPELINE
PRODUCT: PROPANE
CROSSING PIPE: 10.75" O.D. X 0.469" W.T., X-65, PSL2, SMLS
12-16 MILS FBE & 20-24 MILS ARO
MINIMUM TEST PRESSURE: 2160 PSIG
MAXIMUM OPERATING PRESSURE: 1440 PSIG
INSTALLATION METHOD: BUNDLED BORE
CATHODIC PROTECTION: IMPRESSED CURRENT

PROPOSED 12" EMOC-141 PIPELINE
PRODUCT: ETHYLENE
CROSSING PIPE: 12.75" O.D. X 0.469" W.T., X-65, PSL2, SMLS
12-16 MILS FBE & 20-24 MILS ARO
MINIMUM TEST PRESSURE: 2838 PSIG
MAXIMUM OPERATING PRESSURE: 1892 PSIG
INSTALLATION METHOD: BUNDLED BORE
CATHODIC PROTECTION: IMPRESSED CURRENT

NOTES:

1. CROSSING PIPE SHALL EXTEND 5' BEYOND RIGHT-OF-WAY LIMITS.
2. TRAFFIC TO BE MAINTAINED DURING INSTALLATION.
3. PROPOSED PIPELINE WILL MAINTAIN MINIMUM 2' CLEARANCE FROM UTILITIES AND FOREIGN PIPELINES.
4. COORDINATE SYSTEM: NAD83 TEXAS STATE PLANE, SOUTH CENTRAL ZONE, US FOOT (TX83-SCF)

I, JON MARNIE, A PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, HEREBY CERTIFY THAT THE CIVIL AND MECHANICAL DESIGN OF THE PIPELINE AND RELATED ASSEMBLIES MEETS OR EXCEEDS THE REQUIREMENTS OF THE CODE OF FEDERAL REGULATIONS, TITLE 49, PART 195, "TRANSPORTATION OF HAZARDOUS LIQUIDS BY PIPELINE" LATEST EDITION. THIS CERTIFICATION MAKES NO GUARANTEE THAT THIS DRAWING CONTAINS COMPLETE OR CONCLUSIVE INFORMATION. THE CONSTRUCTION CONTRACTOR MUST CONTACT THE STATE "ONE CALL" SYSTEM PRIOR TO ANY EXCAVATION. THESE DOCUMENTS ARE RELEASED FOR THE PURPOSE OF PERMITTING ONLY AND ARE NOT TO BE USED FOR CONSTRUCTION.

JON MARNIE
TEXAS P.E. NO. 117284

DATE

EXXONMOBIL
BEAUMONT 2
PIPELINE PROJECT

UniversalPegasus INTERNATIONAL
A Subsidiary of Huntington Ingalls Industries

ExxonMobil

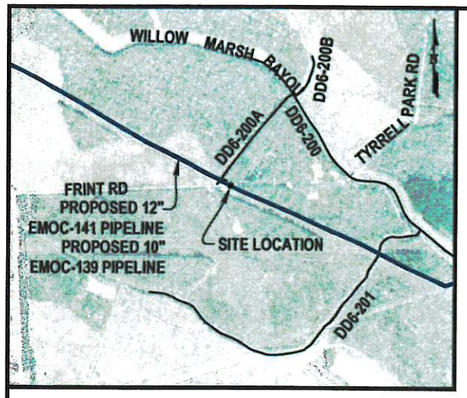
ROAD CROSSING DRAWING
PROPOSED 12" EMOC-141 & 10" EMOC-139 PIPELINES
ERIE STREET
COR2-JE-033.900

NO.	REVISION	DATE	APPR
0	ISSUE FOR PERMIT	03/23/2020	JM

SCALE	DATE	DRAWN	CHECKED	APPROVED	PROJ. NO.	DRAWING NUMBER	SHEET
AS NOTED	01/27/2020	JMC	TA	JM	99996	BMT-HL-0000-UP-RD-0055	1 OF 1

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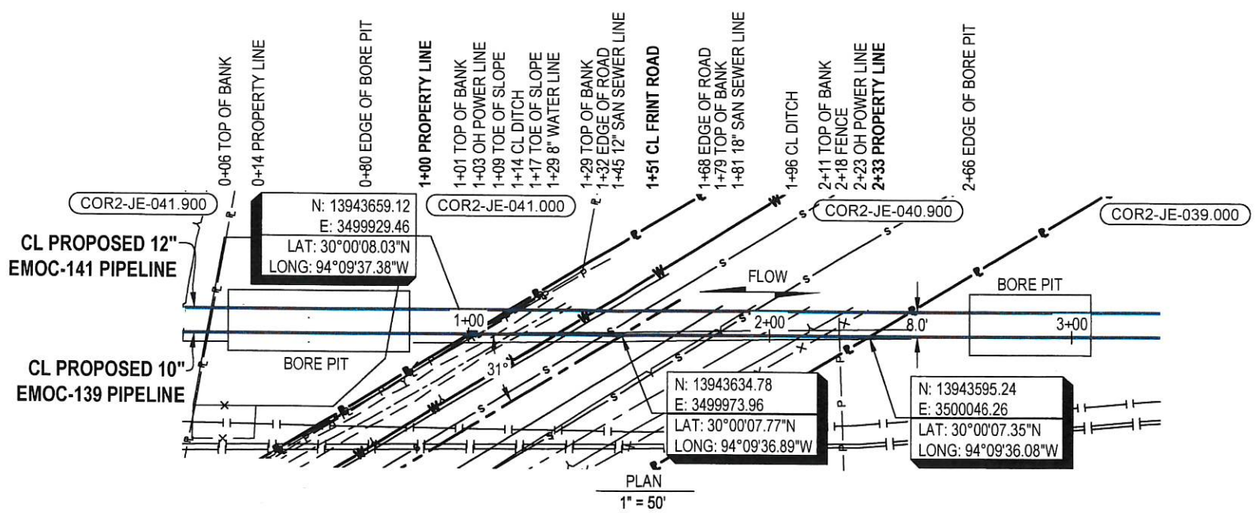
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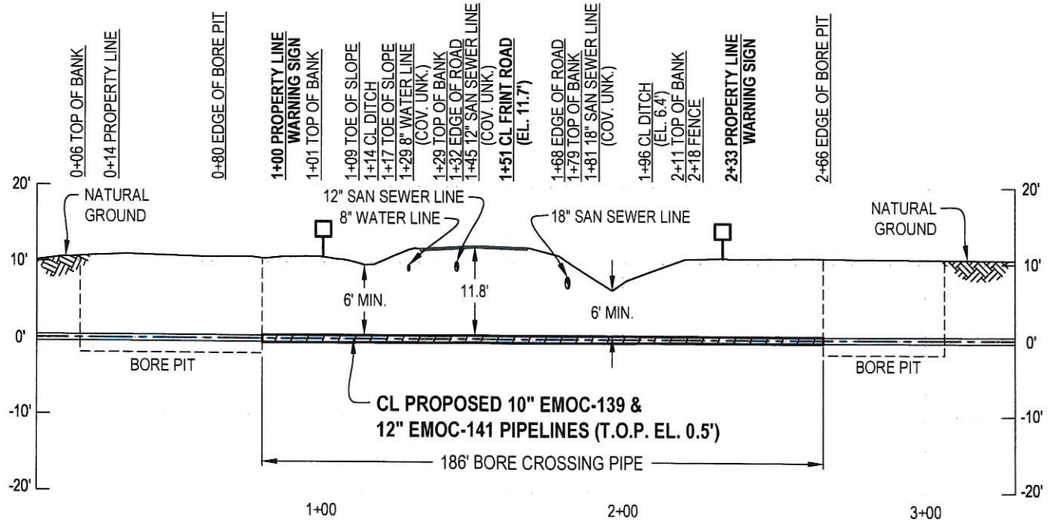
VICINITY MAP

JEFFERSON COUNTY, TEXAS

S. CORZINE SURVEY, ABSTRACT NO. 14



PLAN
1" = 50'



PROFILE
HORIZ: 1" = 50'
VERT: 1" = 20'

BORE CROSSING PIPE

PROPOSED 10" EMOC-139 PIPELINE
PRODUCT: PROPANE
CROSSING PIPE: 10.75" O.D. X 0.469" W.T., PSL2, X-65, SMLS, 12-16 MILS FBE & 20-24 MILS ARO
MINIMUM TEST PRESSURE: 2160 PSIG
MAXIMUM OPERATING PRESSURE: 1440 PSIG
INSTALLATION METHOD: BORE
CATHODIC PROTECTION: IMPRESSED CURRENT

PROPOSED 12" EMOC-141 PIPELINE
PRODUCT: ETHYLENE
CROSSING PIPE: 12.75" O.D. X 0.469" W.T., X-65, PSL2, SMLS, 12-16 MILS FBE & 20-24 MILS ARO
MINIMUM TEST PRESSURE: 2838 PSIG
MAXIMUM OPERATING PRESSURE: 1892 PSIG
INSTALLATION METHOD: BORE
CATHODIC PROTECTION: IMPRESSED CURRENT

NOTES:

1. CROSSING PIPE SHALL EXTEND 5' BEYOND RIGHT-OF-WAY LIMITS.
2. TRAFFIC TO BE MAINTAINED DURING INSTALLATION.
3. PROPOSED PIPELINE WILL MAINTAIN MINIMUM 2' CLEARANCE FROM UTILITIES AND FOREIGN PIPELINES.
4. COORDINATE SYSTEM: NAD83 TEXAS STATE PLANE, SOUTH CENTRAL ZONE, US FOOT (TX83-SCF)

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JON MARNIE
TEXAS P.E. NO. 117284

DATE

EXXONMOBIL
BEAUMONT 2
PIPELINE PROJECT

UniversalPegasus INTERNATIONAL
A Subsidiary of Huntington Ingalls Industries

NO.	REVISION	DATE	APPR.
1	ISSUE FOR PERMIT	05/29/2020	JM
0	ISSUE FOR PERMIT	04/14/2020	JM

SCALE	DATE	DRAWN	CHECKED	APPROVED
AS NOTED	01/27/2020	CBG/JMC	TA	JM

ExxonMobil

ROAD CROSSING DRAWING
PROPOSED 10" EMOC-139 & 12" EMOC-141 PIPELINES
FRINT ROAD
COR2-JE-040.900

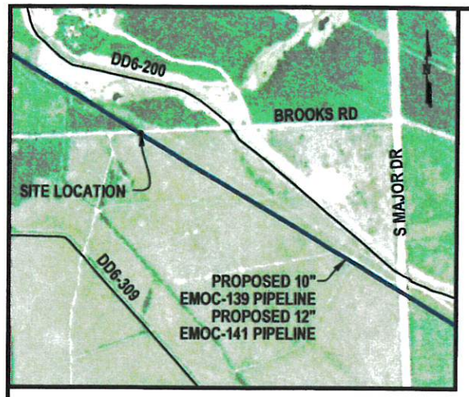
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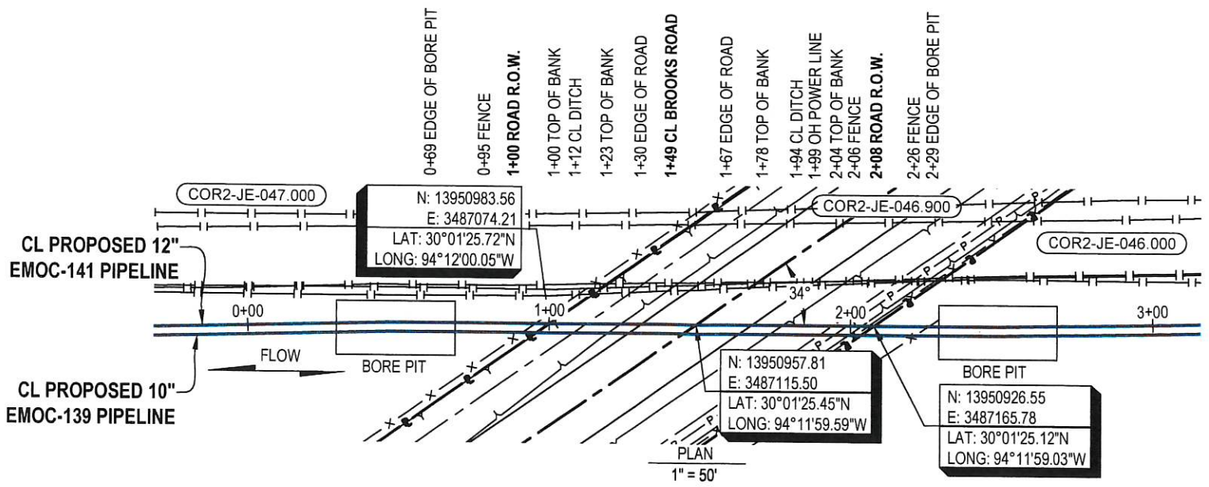
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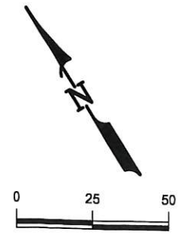
JEFFERSON COUNTY, TEXAS

HT&B RR CO. SURVEY, ABSTRACT NO. 566



VICINITY MAP

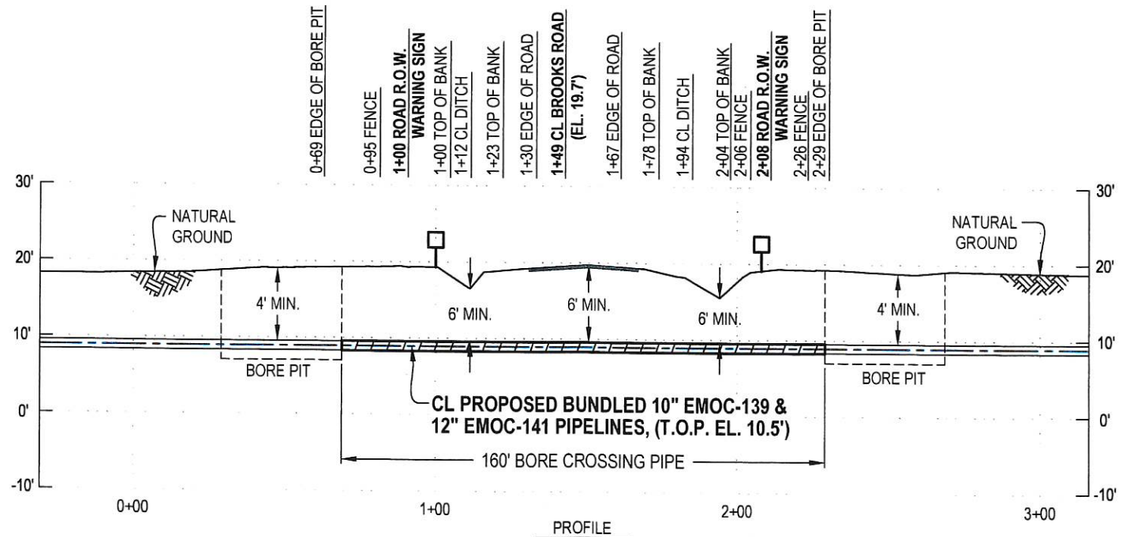




BORE CROSSING PIPE

PROPOSED 10" EMOC-139 PIPELINE
PRODUCT: PROPANE
CROSSING PIPE: 10.75" O.D. X 0.469" W.T., PSL2, X-65, SMLS
12-16 MILS FBE & 20-24 MILS ARO
MINIMUM TEST PRESSURE: 2160 PSIG
MAXIMUM OPERATING PRESSURE: 1440 PSIG
INSTALLATION METHOD: BORE
CATHODIC PROTECTION: IMPRESSED CURRENT

PROPOSED 12" EMOC-141 PIPELINE
PRODUCT: ETHYLENE
CROSSING PIPE: 12.75" O.D. X 0.469" W.T., X-65, PSL2, SMLS
12-16 MILS FBE & 20-24 MILS ARO
MINIMUM TEST PRESSURE: 2838 PSIG
MAXIMUM OPERATING PRESSURE: 1892 PSIG
INSTALLATION METHOD: BORE
CATHODIC PROTECTION: IMPRESSED CURRENT



PROFILE
HORIZ: 1" = 50'
VERT: 1" = 20'

NOTES:

1. CROSSING PIPE SHALL EXTEND 5' BEYOND RIGHT-OF-WAY LIMITS.
2. TRAFFIC TO BE MAINTAINED DURING INSTALLATION.
3. PROPOSED PIPELINE WILL MAINTAIN MINIMUM 2' CLEARANCE FROM UTILITIES AND FOREIGN PIPELINES.
4. COORDINATE SYSTEM: NAD83 TEXAS STATE PLANE, SOUTH CENTRAL ZONE, US FOOT (TX83-SCF)

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JON MARNIE
TEXAS P.E. NO. 117284

DATE

EXXONMOBIL
BEAUMONT 2
PIPELINE PROJECT

UniversalPegasus INTERNATIONAL
A Subsidiary of Huntington Ingalls Industries

NO.	REVISION	DATE	APPR.
0	ISSUE FOR PERMIT	03/26/2020	JM

SCALE	DATE	DRAWN	CHECKED	APPROVED
AS NOTED	01/28/2020	CBG	TA	JM

ExxonMobil

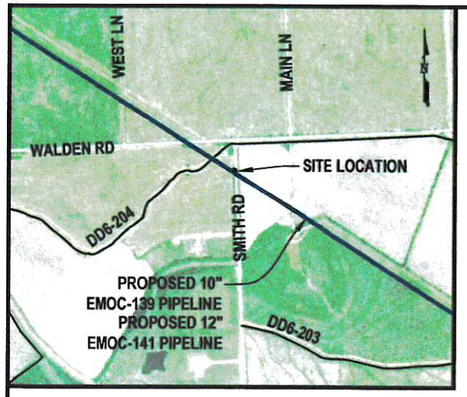
ROAD CROSSING DRAWING
PROPOSED 10" EMOC-139 & 12" EMOC-141 PIPELINES
BROOKS ROAD
COR2-JE-046.900

PROJ. NO.	DRAWING NUMBER	SHEET
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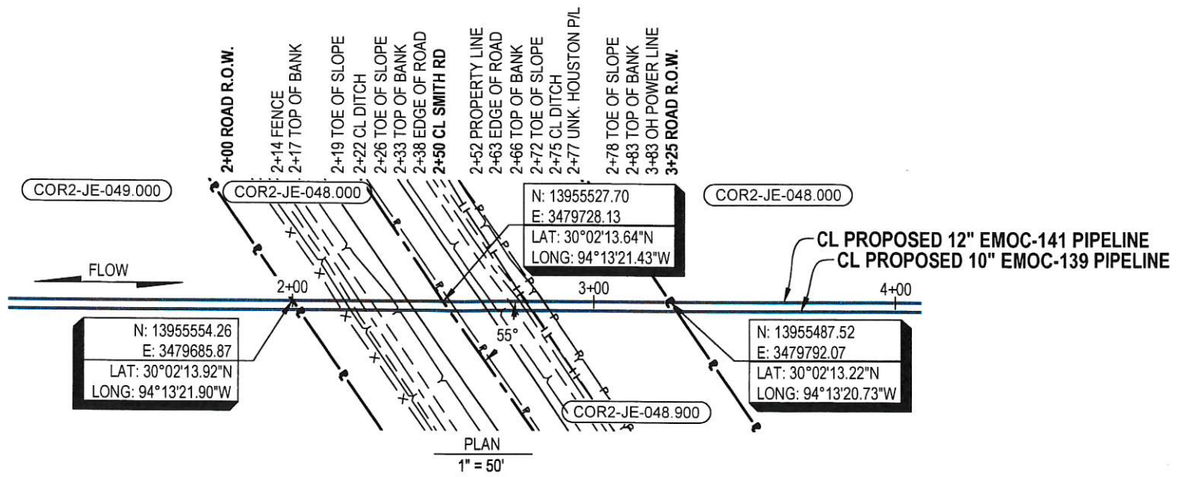
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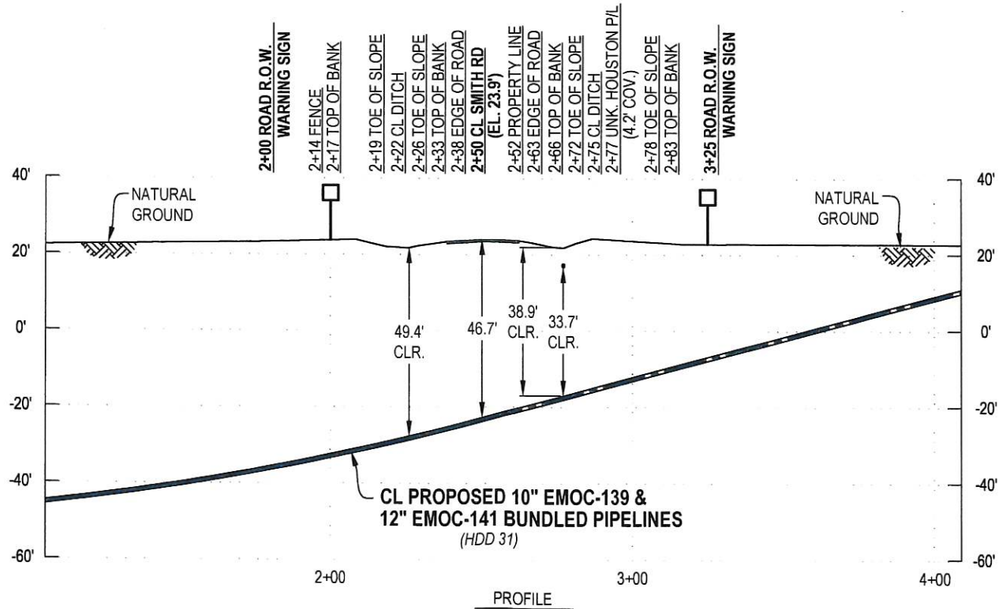
JEFFERSON COUNTY, TEXAS
HT&B RR CO SURVEY, ABSTRACT NO. 807



VICINITY MAP



PLAN
1" = 50'



PROFILE
HORIZ: 1" = 50'
VERT: 1" = 40'

PROPOSED 12" EMOC-141 PIPELINE
PRODUCT: ETHYLENE
CROSSING PIPE: 12.75" O.D. X 0.469" W.T., X-65, PSL2, SMLS
12-16 MILS FBE & 20-24 MILS ARO
MINIMUM TEST PRESSURE: 2838 PSIG
MAXIMUM OPERATING PRESSURE: 1892 PSIG
INSTALLATION METHOD: HORIZONTAL DIRECTIONAL DRILL BUNDLED
CATHODIC PROTECTION: IMPRESSED CURRENT

PROPOSED 10" EMOC-139 PIPELINE
PRODUCT: PROPANE
CROSSING PIPE: 10.75" O.D. X 0.469" W.T., X-65, PSL2, SMLS
12-16 MILS FBE & 20-24 MILS ARO
MINIMUM TEST PRESSURE: 2160 PSIG
MAXIMUM OPERATING PRESSURE: 1440 PSIG
INSTALLATION METHOD: HORIZONTAL DIRECTIONAL DRILL BUNDLED
CATHODIC PROTECTION: IMPRESSED CURRENT

NOTES:

1. CROSSING PIPE SHALL EXTEND 5' BEYOND RIGHT-OF-WAY LIMITS.
2. TRAFFIC TO BE MAINTAINED DURING INSTALLATION.
3. PROPOSED PIPELINE WILL MAINTAIN MINIMUM 2' CLEARANCE FROM UTILITIES AND FOREIGN PIPELINES.
4. COORDINATE SYSTEM: NAD83 TEXAS STATE PLANE, SOUTH CENTRAL ZONE, US FOOT (TX83-SCF)

I, JON MARNIE, A PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, HEREBY CERTIFY THAT THE CIVIL AND MECHANICAL DESIGN OF THE PIPELINE AND RELATED ASSEMBLIES MEETS OR EXCEEDS THE REQUIREMENTS OF THE CODE OF FEDERAL REGULATIONS, TITLE 49, PART 195, "TRANSPORTATION OF HAZARDOUS LIQUIDS BY PIPELINE" LATEST EDITION. THIS CERTIFICATION MAKES NO GUARANTEE THAT THIS DRAWING CONTAINS COMPLETE OR CONCLUSIVE INFORMATION. THE CONSTRUCTION CONTRACTOR MUST CONTACT THE STATE "ONE CALL" SYSTEM PRIOR TO ANY EXCAVATION. THESE DOCUMENTS ARE RELEASED FOR THE PURPOSE OF PERMITTING ONLY AND ARE NOT TO BE USED FOR CONSTRUCTION.

JON MARNIE
TEXAS P.E. NO. 117284
DATE

EXXONMOBIL
BEAUMONT 2
PIPELINE PROJECT

UniversalPegasus INTERNATIONAL
A Subsidiary of Huntington Ingalls Industries

NO.	REVISION	DATE	APPR.
0	ISSUE FOR PERMIT	03/23/2020	JM

SCALE	DATE	DRAWN	CHECKED	APPROVED
AS NOTED	01/28/2020	JMC	TA	JM

ExxonMobil

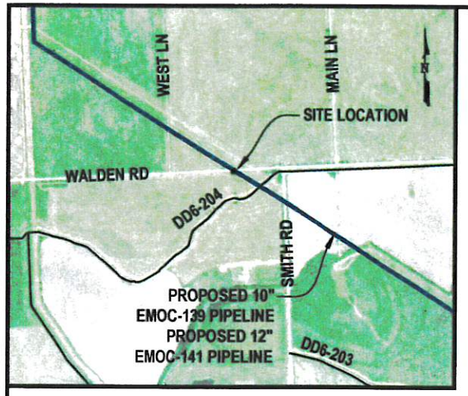
ROAD CROSSING DRAWING
PROPOSED 10" EMOC-139 & 12" EMOC-141 PIPELINES
SMITH ROAD
COR2-JE-048.900

PROJ. NO.	DRAWING NUMBER	SHEET
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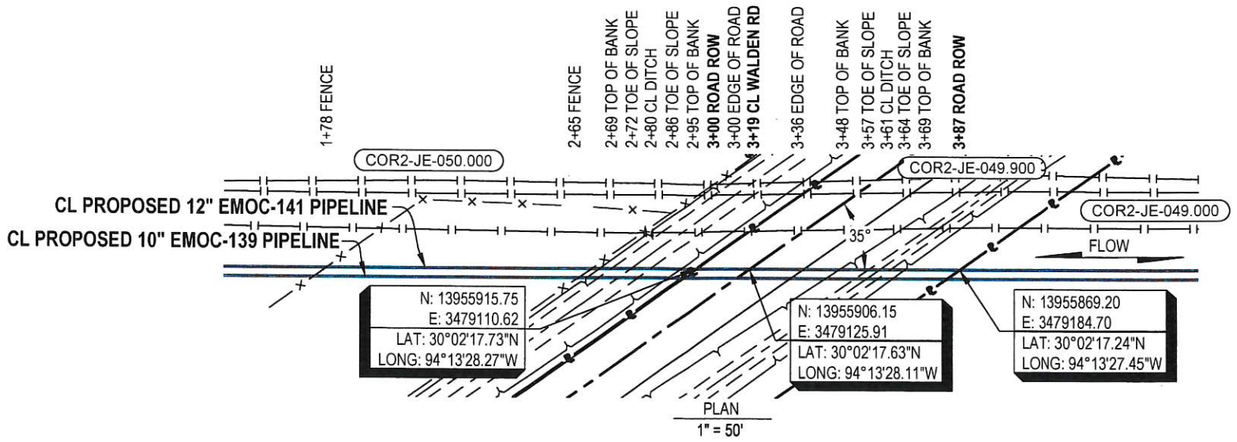
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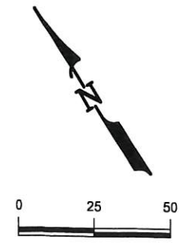
JEFFERSON COUNTY, TEXAS
HT&B RR CO SURVEY, ABSTRACT NO. 139

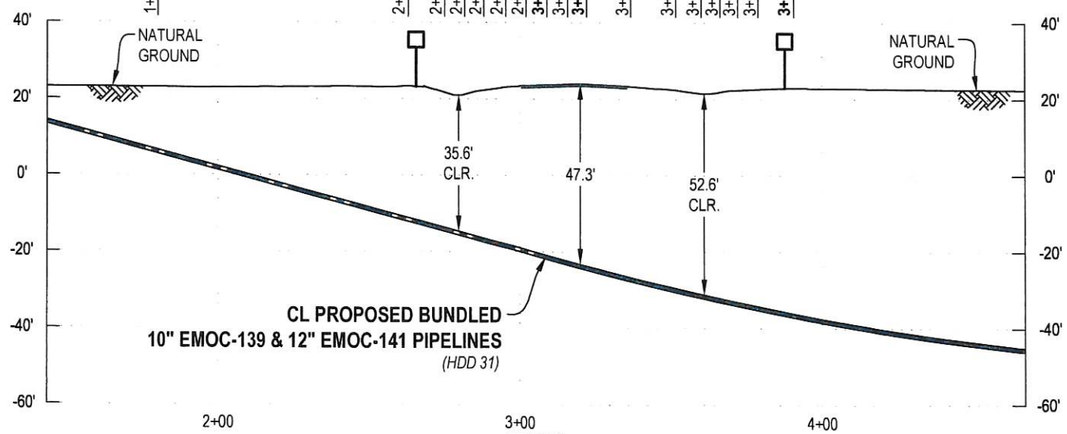


VICINITY MAP



PLAN
1" = 50'





PROFILE
HORIZ: 1" = 50'
VERT: 1" = 40'

PROPOSED 12" EMOC-141 PIPELINE
PRODUCT: ETHYLENE
CROSSING PIPE: 12.75" O.D. X 0.469" W.T., X-65, PSL2, SMLS
12-16 MILS FBE & 20-24 MILS ARO
MINIMUM TEST PRESSURE: 2838 PSIG
MAXIMUM OPERATING PRESSURE: 1892 PSIG
INSTALLATION METHOD: HORIZONTAL DIRECTIONAL DRILL BUNDLED
CATHODIC PROTECTION: IMPRESSED CURRENT

PROPOSED 10" EMOC-139 PIPELINE
PRODUCT: PROPANE
CROSSING PIPE: 10.75" O.D. X 0.469" W.T., X-65, PSL2, SMLS
12-16 MILS FBE & 20-24 MILS ARO
MINIMUM TEST PRESSURE: 2160 PSIG
MAXIMUM OPERATING PRESSURE: 1440 PSIG
INSTALLATION METHOD: HORIZONTAL DIRECTIONAL DRILL BUNDLED
CATHODIC PROTECTION: IMPRESSED CURRENT

NOTES:

1. CROSSING PIPE SHALL EXTEND 5' BEYOND RIGHT-OF-WAY LIMITS.
2. TRAFFIC TO BE MAINTAINED DURING INSTALLATION.
3. PROPOSED PIPELINE WILL MAINTAIN MINIMUM 2' CLEARANCE FROM UTILITIES AND FOREIGN PIPELINES.
4. COORDINATE SYSTEM: NAD83 TEXAS STATE PLANE, SOUTH CENTRAL ZONE, US FOOT (TX83-SCF)

I, JON MARNIE, A PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, HEREBY CERTIFY THAT THE CIVIL AND MECHANICAL DESIGN OF THE PIPELINE AND RELATED ASSEMBLIES MEETS OR EXCEEDS THE REQUIREMENTS OF THE CODE OF FEDERAL REGULATIONS, TITLE 49, PART 195, "TRANSPORTATION OF HAZARDOUS LIQUIDS BY PIPELINE" LATEST EDITION. THIS CERTIFICATION MAKES NO GUARANTEE THAT THIS DRAWING CONTAINS COMPLETE OR CONCLUSIVE INFORMATION. THE CONSTRUCTION CONTRACTOR MUST CONTACT THE STATE "ONE CALL" SYSTEM PRIOR TO ANY EXCAVATION. THESE DOCUMENTS ARE RELEASED FOR THE PURPOSE OF PERMITTING ONLY AND ARE NOT TO BE USED FOR CONSTRUCTION.

JON MARNIE
TEXAS P.E. NO. 117284
DATE

EXXONMOBIL
BEAUMONT 2
PIPELINE PROJECT

UniversalPegasus INTERNATIONAL
A Subsidiary of Huntington Ingalls Industries

NO	REVISION	DATE	APPR.
0	ISSUE FOR PERMIT	03/23/2020	JM

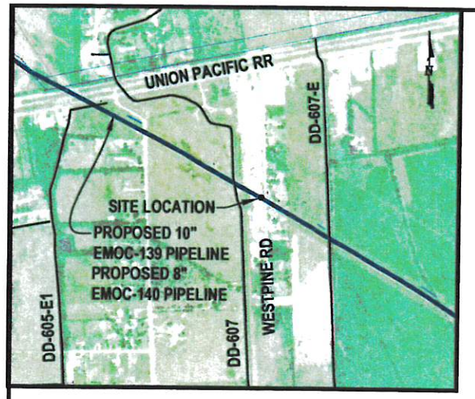
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AS NOTED	01/28/2020	JMC	TA	JM	99996	BMT-HL-0000-UP-RD-0059	1 OF 1

ExxonMobil

ROAD CROSSING DRAWING
PROPOSED 10" EMOC-139 & 12" EMOC-141 PIPELINES
WALDEN ROAD
COR2-JE-049.900

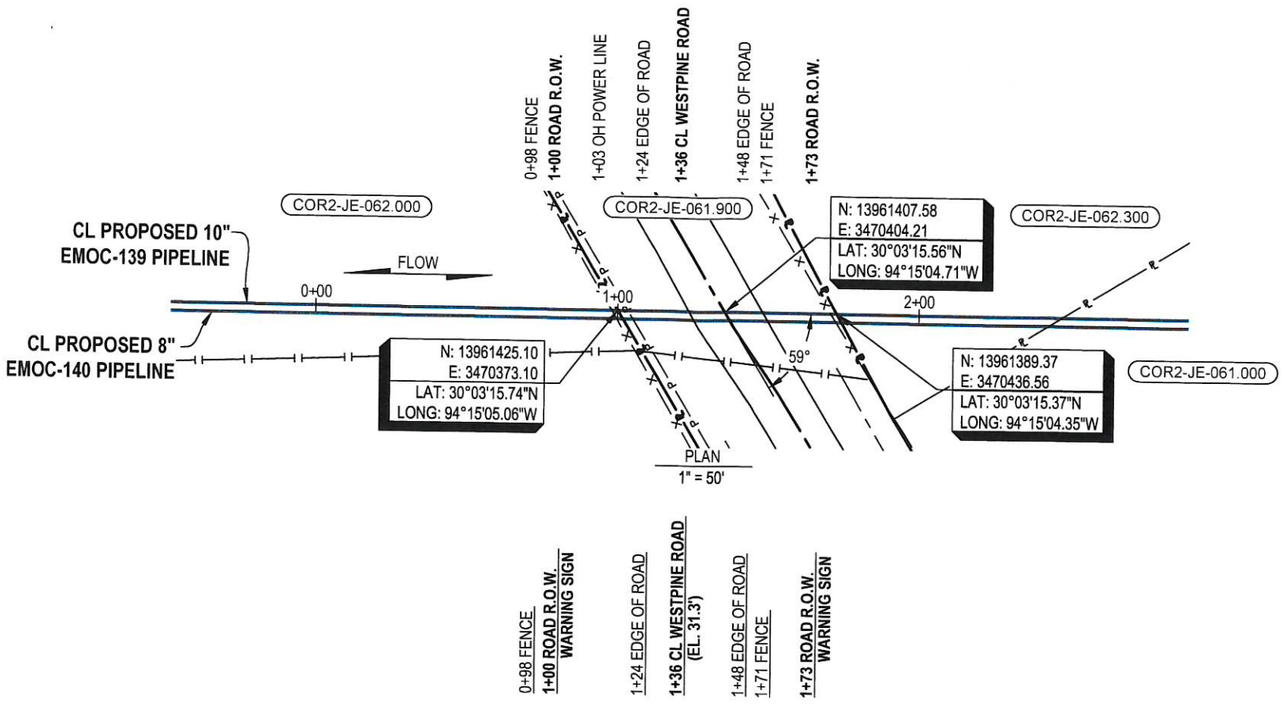
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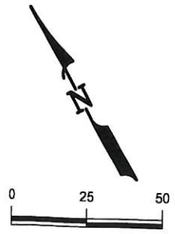
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VICINITY MAP

JEFFERSON COUNTY, TEXAS
J. GERISH SR. SURVEY, ABSTRACT NO. 24



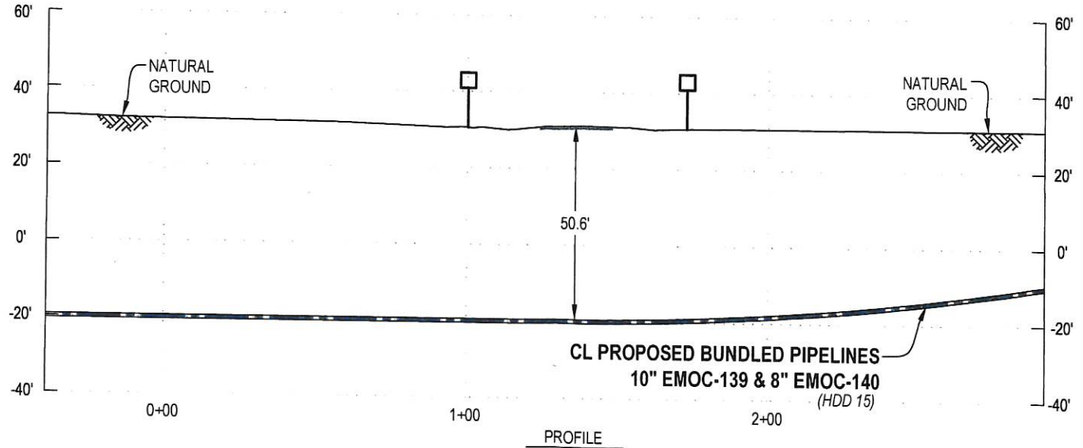


PROPOSED 10" EMOC-139 PIPELINE
PRODUCT: PROPANE
CROSSING PIPE: 10.75" O.D. X 0.469" W.T., X-65, PSL2, SMLS
12-16 MILS FBE & 20-24 MILS ARO
MINIMUM TEST PRESSURE: 2160 PSIG
MAXIMUM OPERATING PRESSURE: 1440 PSIG
INSTALLATION METHOD: HORIZONTAL DIRECTIONAL DRILL BUNDLED
CATHODIC PROTECTION: IMPRESSED CURRENT

PROPOSED 8" EMOC-140 PIPELINE
PRODUCT: RGP
CROSSING PIPE: 8.625" O.D. X 0.438" W.T., X-60, PSL2, SMLS
12-16 MILS FBE & 20-24 MILS ARO
MINIMUM TEST PRESSURE: 2160 PSIG
MAXIMUM OPERATING PRESSURE: 1440 PSIG
INSTALLATION METHOD: HORIZONTAL DIRECTIONAL DRILL BUNDLED
CATHODIC PROTECTION: IMPRESSED CURRENT

NOTES:

1. CROSSING PIPE SHALL EXTEND 5' BEYOND RIGHT-OF-WAY LIMITS.
2. TRAFFIC TO BE MAINTAINED DURING INSTALLATION.
3. PROPOSED PIPELINE WILL MAINTAIN MINIMUM 2' CLEARANCE FROM UTILITIES AND FOREIGN PIPELINES.
4. COORDINATE SYSTEM: NAD83 TEXAS STATE PLANE, SOUTH CENTRAL ZONE, US FOOT (TX83-SCF)



PROFILE
HORIZ: 1" = 50'
VERT: 1" = 40'

I, JON MARNIE, A PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, HEREBY CERTIFY THAT THE CIVIL AND MECHANICAL DESIGN OF THE PIPELINE AND RELATED ASSEMBLIES MEETS OR EXCEEDS THE REQUIREMENTS OF THE CODE OF FEDERAL REGULATIONS, TITLE 49, PART 195, "TRANSPORTATION OF HAZARDOUS LIQUIDS BY PIPELINE" LATEST EDITION. THIS CERTIFICATION MAKES NO GUARANTEE THAT THIS DRAWING CONTAINS COMPLETE OR CONCLUSIVE INFORMATION. THE CONSTRUCTION CONTRACTOR MUST CONTACT THE STATE "ONE CALL" SYSTEM PRIOR TO ANY EXCAVATION. THESE DOCUMENTS ARE RELEASED FOR THE PURPOSE OF PERMITTING ONLY AND ARE NOT TO BE USED FOR CONSTRUCTION.

JON MARNIE
TEXAS P.E. NO. 117284
DATE

EXXONMOBIL
BEAUMONT 2
PIPELINE PROJECT

UniversalPegasus INTERNATIONAL
A Subsidiary of Huntington Ingalls Industries

ExxonMobil

NO.	REVISION	DATE	APPR
0	ISSUE FOR PERMIT	03/23/2020	JM

ROAD CROSSING DRAWING
PROPOSED 10" EMOC-139 & 8" EMOC-140 PIPELINES
WESTPINE ROAD
COR2-JE-061.900

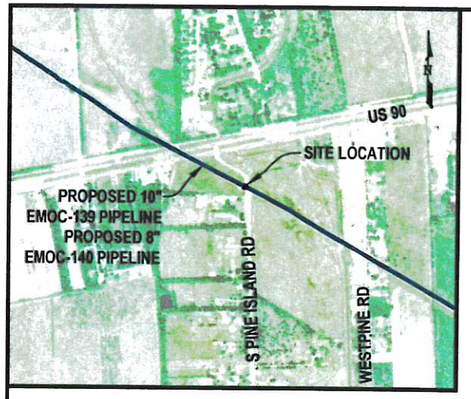
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UPI DRAWING NO.: 99996-415-PMW-11061

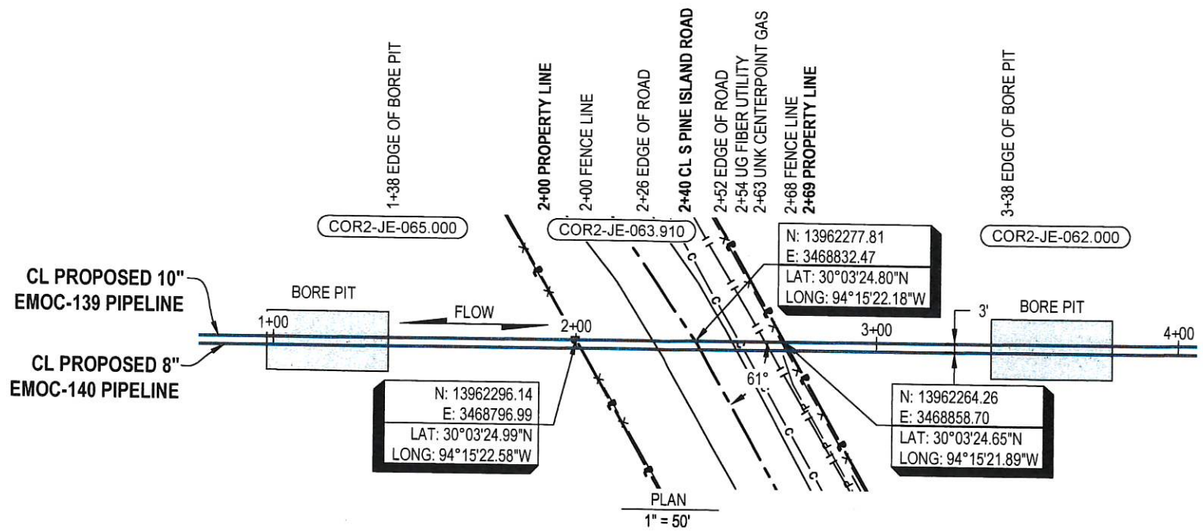
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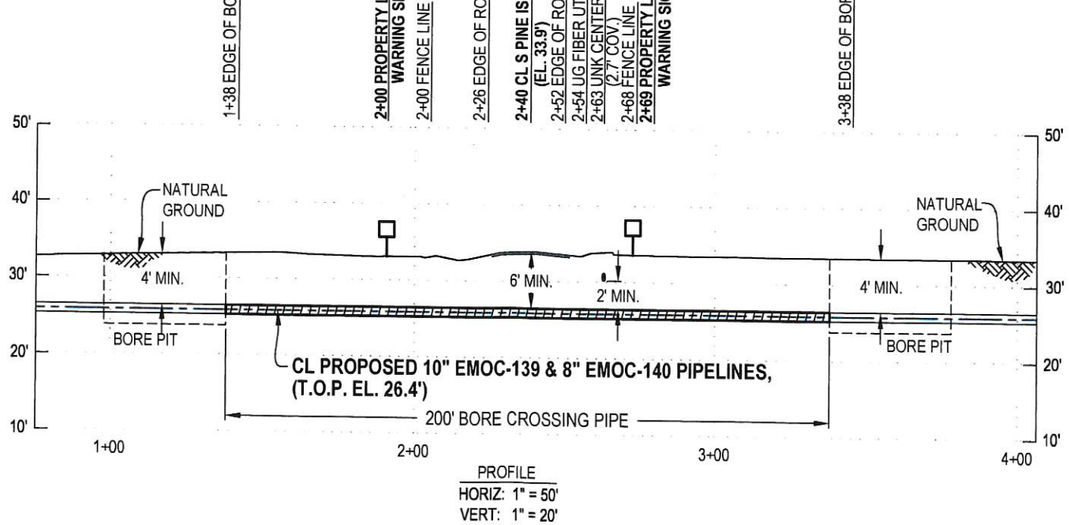
JEFFERSON COUNTY, TEXAS

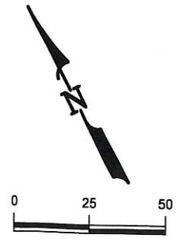
GERISH, J SR SURVEY, ABSTRACT NO. 24



VICINITY MAP







BORE CROSSING PIPE

PROPOSED 10" EMOC-139 PIPELINE
PRODUCT: PROPANE
CROSSING PIPE: 10.75" O.D. X 0.469" W.T., X-65, PSL2, SMLS
12-16 MILS FBE & 20-24 MILS ARO
MINIMUM TEST PRESSURE: 2160 PSIG
MAXIMUM OPERATING PRESSURE: 1440 PSIG
INSTALLATION METHOD: BORE
CATHODIC PROTECTION: IMPRESSED CURRENT

PROPOSED 8" EMOC-140 PIPELINE
PRODUCT: RGP
CROSSING PIPE: 8.625" O.D. X 0.438" W.T., X-60, PSL2, SMLS
12-16 MILS FBE & 20-24 MILS ARO
MINIMUM TEST PRESSURE: 2160 PSIG
MAXIMUM OPERATING PRESSURE: 1440 PSIG
INSTALLATION METHOD: BORE
CATHODIC PROTECTION: IMPRESSED CURRENT

NOTES:

1. CROSSING PIPE SHALL EXTEND 5' BEYOND RIGHT-OF-WAY LIMITS.
2. TRAFFIC TO BE MAINTAINED DURING INSTALLATION.
3. PROPOSED PIPELINE WILL MAINTAIN MINIMUM 2' CLEARANCE FROM UTILITIES AND FOREIGN PIPELINES.
4. COORDINATE SYSTEM: NAD83 TEXAS STATE PLANE, SOUTH CENTRAL ZONE, US FOOT (TX83-SCF)

I, JON MARNIE, A PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, HEREBY CERTIFY THAT THE CIVIL AND MECHANICAL DESIGN OF THE PIPELINE AND RELATED ASSEMBLIES MEETS OR EXCEEDS THE REQUIREMENTS OF THE CODE OF FEDERAL REGULATIONS, TITLE 49, PART 195, "TRANSPORTATION OF HAZARDOUS LIQUIDS BY PIPELINE" LATEST EDITION. THIS CERTIFICATION MAKES NO GUARANTEE THAT THIS DRAWING CONTAINS COMPLETE OR CONCLUSIVE INFORMATION. THE CONSTRUCTION CONTRACTOR MUST CONTACT THE STATE "ONE CALL" SYSTEM PRIOR TO ANY EXCAVATION. THESE DOCUMENTS ARE RELEASED FOR THE PURPOSE OF PERMITTING ONLY AND ARE NOT TO BE USED FOR CONSTRUCTION.

JON MARNIE
TEXAS P.E. NO. 117284

DATE

EXXONMOBIL
BEAUMONT 2
PIPELINE PROJECT

UniversalPegasus INTERNATIONAL
A Subsidiary of Huntington Ingalls Industries

NO.	REVISION	DATE	APPR
0	ISSUE FOR PERMIT	03/25/2020	JM

SCALE	DATE	DRAWN	CHECKED	APPROVED
AS NOTED	02/10/2020	DTN	TA	JM

ExxonMobil

ROAD CROSSING DRAWING
PROPOSED 10" EMOC-139 & 8" EMOC-140 PIPELINES
S PINE ISLAND ROAD
COR2-JE-063.910

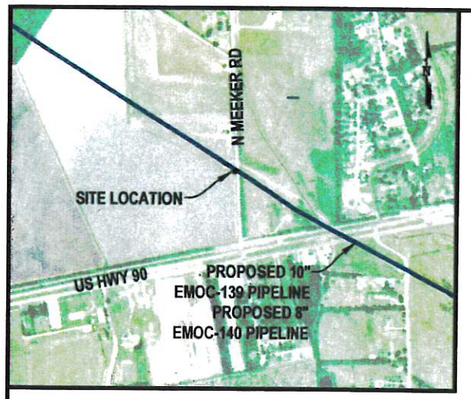
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UPI DRAWING NO.: 99996-415-PMW-11036

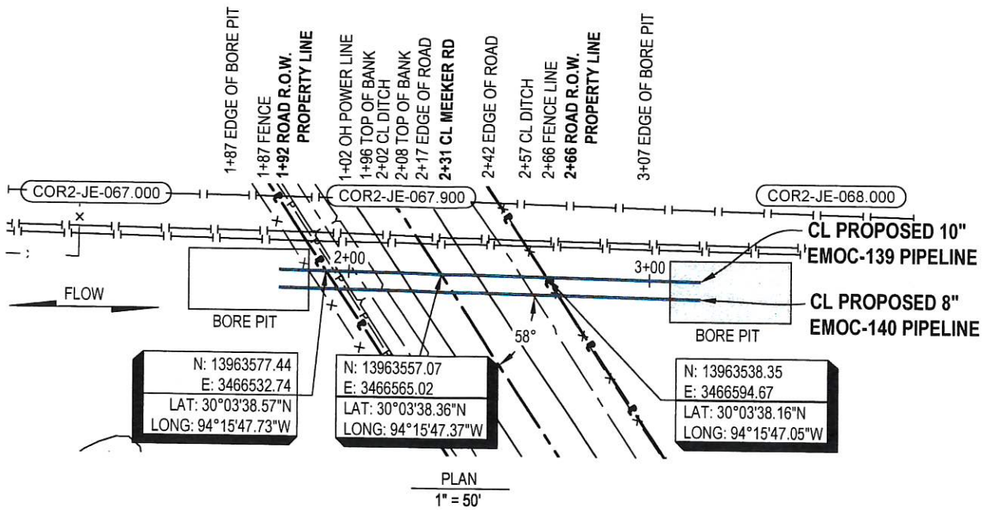
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JEFFERSON COUNTY, TEXAS

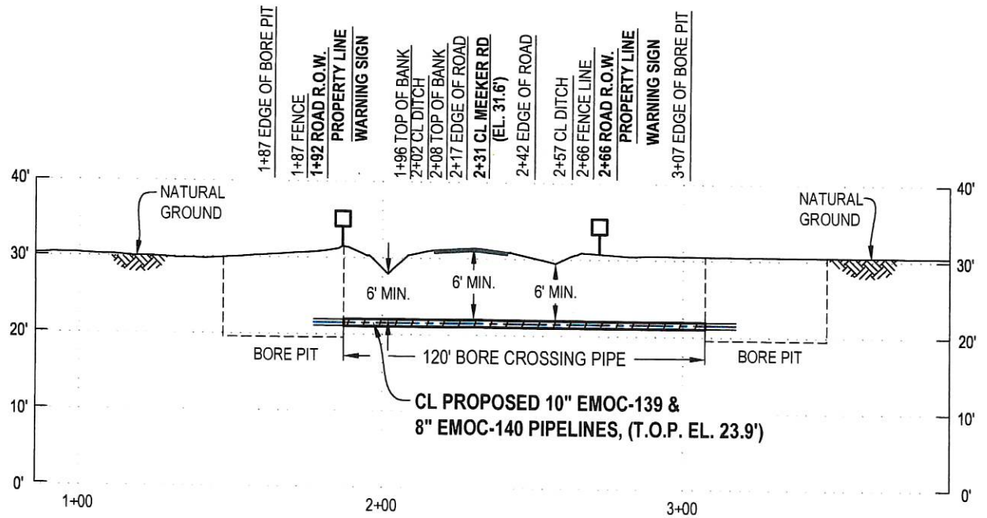
J. GERISH JR. SURVEY, ABSTRACT NO. 24



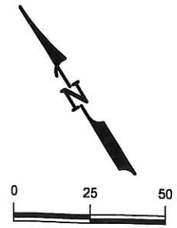
VICINITY MAP



PLAN
1" = 50'



PROFILE
HORIZ: 1" = 50'
VERT: 1" = 20'



BORE CROSSING PIPE

PROPOSED 10" EMOC-139 PIPELINE
PRODUCT: PROPANE
CROSSING PIPE: 10.75" O.D. X 0.469" W.T., X-65, PSL2,
12-16 MILS FBE & 20-24 MILS ARO
MINIMUM TEST PRESSURE: 2160 PSIG
MAXIMUM OPERATING PRESSURE: 1440 PSIG
INSTALLATION METHOD: BORE
CATHODIC PROTECTION: IMPRESSED CURRENT

PROPOSED 8" EMOC-140 PIPELINE
PRODUCT: RGP
CROSSING PIPE: 8.625" O.D. X 0.438" W.T., X-60, PSL2,
12-16 MILS FBE & 20-24 MILS ARO
MINIMUM TEST PRESSURE: 2160 PSIG
MAXIMUM OPERATING PRESSURE: 1440 PSIG
INSTALLATION METHOD: BORE
CATHODIC PROTECTION: IMPRESSED CURRENT

NOTES:

1. CROSSING PIPE SHALL EXTEND 5' BEYOND RIGHT-OF-WAY LIMITS.
2. TRAFFIC TO BE MAINTAINED DURING INSTALLATION.
3. PROPOSED PIPELINE WILL MAINTAIN MINIMUM 2' CLEARANCE FROM UTILITIES AND FOREIGN PIPELINES.
4. COORDINATE SYSTEM: NAD83 TEXAS STATE PLANE, SOUTH CENTRAL ZONE, US FOOT (TX83-SCF)

I, JON MARNIE, A PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, HEREBY CERTIFY THAT THE CIVIL AND MECHANICAL DESIGN OF THE PIPELINE AND RELATED ASSEMBLIES MEETS OR EXCEEDS THE REQUIREMENTS OF THE CODE OF FEDERAL REGULATIONS, TITLE 49, PART 195, "TRANSPORTATION OF HAZARDOUS LIQUIDS BY PIPELINE" LATEST EDITION. THIS CERTIFICATION MAKES NO GUARANTEE THAT THIS DRAWING CONTAINS COMPLETE OR CONCLUSIVE INFORMATION. THE CONSTRUCTION CONTRACTOR MUST CONTACT THE STATE "ONE CALL" SYSTEM PRIOR TO ANY EXCAVATION. THESE DOCUMENTS ARE RELEASED FOR THE PURPOSE OF PERMITTING ONLY AND ARE NOT TO BE USED FOR CONSTRUCTION.

JON MARNIE
TEXAS P.E. NO. 117284

DATE

EXXONMOBIL
BEAUMONT 2
PIPELINE PROJECT

UniversalPegasus INTERNATIONAL
A Subsidiary of Huntington Ingalls Industries

NO.	REVISION	DATE	APPR.
1	ISSUE FOR PERMIT	08/13/2020	JM
0	ISSUE FOR PERMIT	03/05/2020	JM

SCALE	DATE	DRAWN	CHECKED	APPROVED
AS NOTED	01/25/2020	JMC	TA	JM

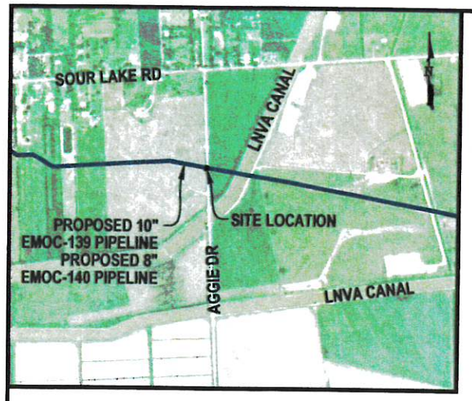
ExxonMobil

ROAD CROSSING DRAWING
PROPOSED 10" EMOC-139 & 8" EMOC-140 PIPELINE
N MEEKER ROAD
COR2-JE-067.900

PROJ. NO.	DRAWING NUMBER	SHEET
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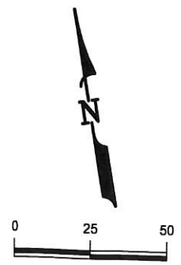
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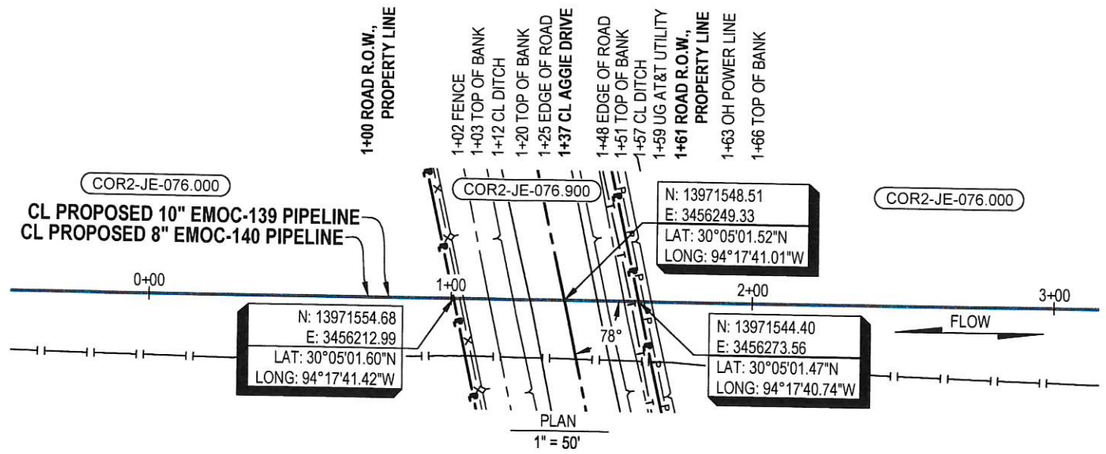


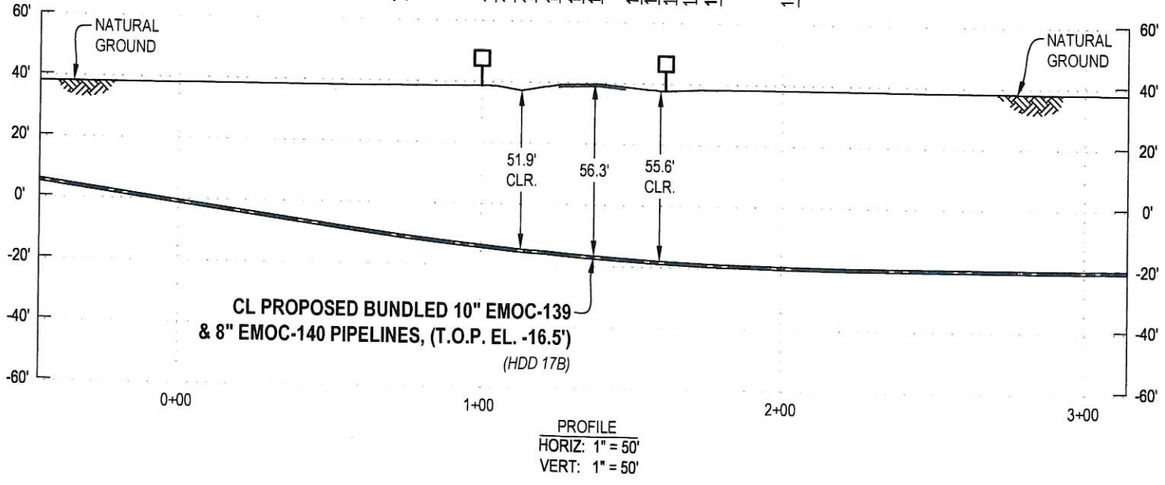
VICINITY MAP

JEFFERSON COUNTY, TEXAS

J. GERISH JR. SURVEY, ABSTRACT NO. 25







PROPOSED 10" EMOC-139 PIPELINE
PRODUCT: PROPANE
CROSSING PIPE: 10.75" O.D. X 0.469" W.T., X-65, PSL2, SMLS
12-16 MILS FBE & 20-24 MILS ARO
MINIMUM TEST PRESSURE: 2160 PSIG
MAXIMUM OPERATING PRESSURE: 1440 PSIG
INSTALLATION METHOD: HORIZONTAL DIRECTIONAL DRILL BUNDLED
CATHODIC PROTECTION: IMPRESSED CURRENT

PROPOSED 8" EMOC-140 PIPELINE
PRODUCT: RGP
CROSSING PIPE: 8.625" O.D. X 0.438" W.T., X-60, PSL2, SMLS
12-16 MILS FBE & 20-24 MILS ARO
MINIMUM TEST PRESSURE: 2160 PSIG
MAXIMUM OPERATING PRESSURE: 1440 PSIG
INSTALLATION METHOD: HORIZONTAL DIRECTIONAL DRILL BUNDLED
CATHODIC PROTECTION: IMPRESSED CURRENT

NOTES:

1. CROSSING PIPE SHALL EXTEND 5' BEYOND RIGHT-OF-WAY LIMITS.
2. TRAFFIC TO BE MAINTAINED DURING INSTALLATION.
3. PROPOSED PIPELINE WILL MAINTAIN MINIMUM 2' CLEARANCE FROM UTILITIES AND FOREIGN PIPELINES.
4. COORDINATE SYSTEM: NAD83 TEXAS STATE PLANE, SOUTH CENTRAL ZONE, US FOOT (TX83-SCF)

I, JON MARNIE, A PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, HEREBY CERTIFY THAT THE CIVIL AND MECHANICAL DESIGN OF THE PIPELINE AND RELATED ASSEMBLIES MEETS OR EXCEEDS THE REQUIREMENTS OF THE CODE OF FEDERAL REGULATIONS, TITLE 49, PART 195, "TRANSPORTATION OF HAZARDOUS LIQUIDS BY PIPELINE" LATEST EDITION. THIS CERTIFICATION MAKES NO GUARANTEE THAT THIS DRAWING CONTAINS COMPLETE OR CONCLUSIVE INFORMATION. THE CONSTRUCTION CONTRACTOR MUST CONTACT THE STATE "ONE CALL" SYSTEM PRIOR TO ANY EXCAVATION. THESE DOCUMENTS ARE RELEASED FOR THE PURPOSE OF PERMITTING ONLY AND ARE NOT TO BE USED FOR CONSTRUCTION.

JON MARNIE
TEXAS P.E. NO. 117284
DATE

EXXONMOBIL
BEAUMONT 2
PIPELINE PROJECT

UniversalPegasus INTERNATIONAL
A Subsidiary of Huntington Ingalls Industries

NO	REVISION	DATE	APPR.
1	ISSUE FOR PERMIT	08/17/2020	JM
0	ISSUE FOR PERMIT	03/05/2020	JM

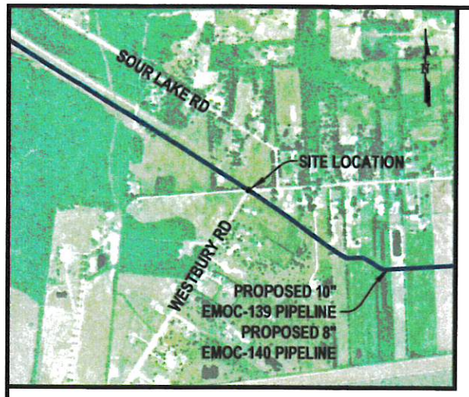
ExxonMobil

ROAD CROSSING DRAWING
PROPOSED 10" EMOC-139 & 8" EMOC-140 PIPELINES
AGGIE DRIVE
COR2-JE-076.900

SCALE	DATE	DRAWN	CHECKED	APPROVED	PROJ. NO.	DRAWING NUMBER	SHEET
AS NOTED	01/24/2020	CBG/JMC	TA	JM	99996	BMT-HL-0000-UP-RD-0050	1 OF 1

UPI DRAWING NO.: 99996-415-PMW-11050

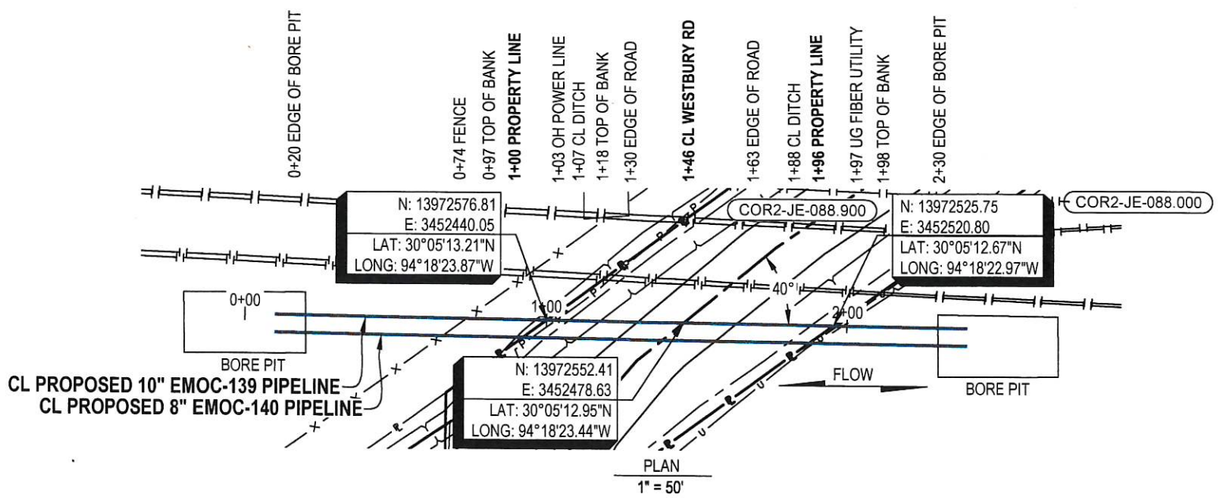
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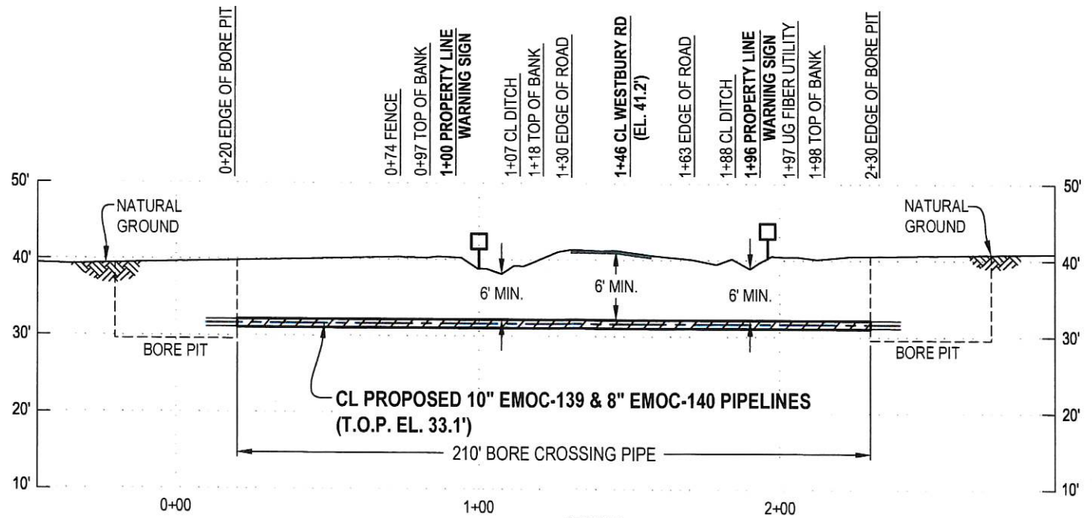
VICINITY MAP

JEFFERSON COUNTY, TEXAS

J. GERISH JR. SURVEY, ABSTRACT NO. 25



PLAN
1" = 50'



PROFILE
HORIZ: 1" = 50'
VERT: 1" = 20'

BORE CROSSING PIPE

PROPOSED 10" EMOC-139 PIPELINE
PRODUCT: PROPANE
CROSSING PIPE: 10.75" O.D. X 0.469" W.T., X-65, PSL2, SMLS
12-16 MILS FBE & 20-24 MILS ARO
MINIMUM TEST PRESSURE: 2160 PSIG
MAXIMUM OPERATING PRESSURE: 1440 PSIG
INSTALLATION METHOD: BORE
CATHODIC PROTECTION: IMPRESSED CURRENT

PROPOSED 8" EMOC-140 PIPELINE
PRODUCT: RGP
CROSSING PIPE: 8.625" O.D. X 0.438" W.T., X-60, PSL2, SMLS
12-16 MILS FBE & 20-24 MILS ARO
MINIMUM TEST PRESSURE: 2160 PSIG
MAXIMUM OPERATING PRESSURE: 1440 PSIG
INSTALLATION METHOD: BORE
CATHODIC PROTECTION: IMPRESSED CURRENT

NOTES:

1. CROSSING PIPE SHALL EXTEND 5' BEYOND RIGHT-OF-WAY LIMITS.
2. TRAFFIC TO BE MAINTAINED DURING INSTALLATION.
3. PROPOSED PIPELINE WILL MAINTAIN MINIMUM 2' CLEARANCE FROM UTILITIES AND FOREIGN PIPELINES.
4. COORDINATE SYSTEM: NAD83 TEXAS STATE PLANE, SOUTH CENTRAL ZONE, US FOOT (TX83-SCF)

I, JON MARNIE, A PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, HEREBY CERTIFY THAT THE CIVIL AND MECHANICAL DESIGN OF THE PIPELINE AND RELATED ASSEMBLIES MEETS OR EXCEEDS THE REQUIREMENTS OF THE CODE OF FEDERAL REGULATIONS, TITLE 49, PART 195, "TRANSPORTATION OF HAZARDOUS LIQUIDS BY PIPELINE" LATEST EDITION. THIS CERTIFICATION MAKES NO GUARANTEE THAT THIS DRAWING CONTAINS COMPLETE OR CONCLUSIVE INFORMATION. THE CONSTRUCTION CONTRACTOR MUST CONTACT THE STATE "ONE CALL" SYSTEM PRIOR TO ANY EXCAVATION. THESE DOCUMENTS ARE RELEASED FOR THE PURPOSE OF PERMITTING ONLY AND ARE NOT TO BE USED FOR CONSTRUCTION.

JON MARNIE
TEXAS P.E. NO. 117284

DATE

EXXONMOBIL
BEAUMONT 2
PIPELINE PROJECT

UniversalPegasus INTERNATIONAL
A Subsidiary of Huntington Ingalls Industries

NO.	REVISION	DATE	APPR.
2	ISSUE FOR PERMIT	08/17/2020	JM
1	ISSUE FOR PERMIT	05/18/2020	JM
0	ISSUE FOR PERMIT	03/05/2020	JM

SCALE	DATE	DRAWN	CHECKED	APPROVED
AS NOTED	01/24/2020	CBG/JMC	TA	JM

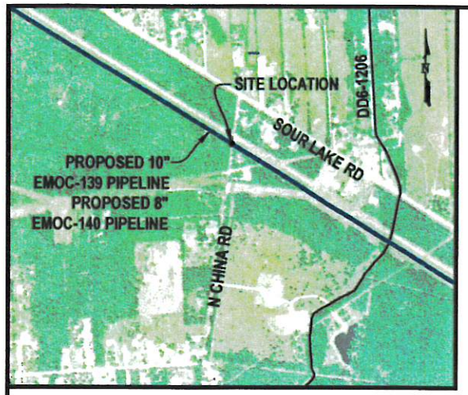
ExxonMobil

ROAD CROSSING DRAWING
PROPOSED 10" EMOC-139 & 8" EMOC-140 PIPELINES
WESTBURY ROAD
COR2-JE-088.900

PROJ. NO.	DRAWING NUMBER	SHEET
99996	BMT-HL-0000-UP-RD-0051	1 OF 1

UPI DRAWING NO.: 99996-415-PMW-11051

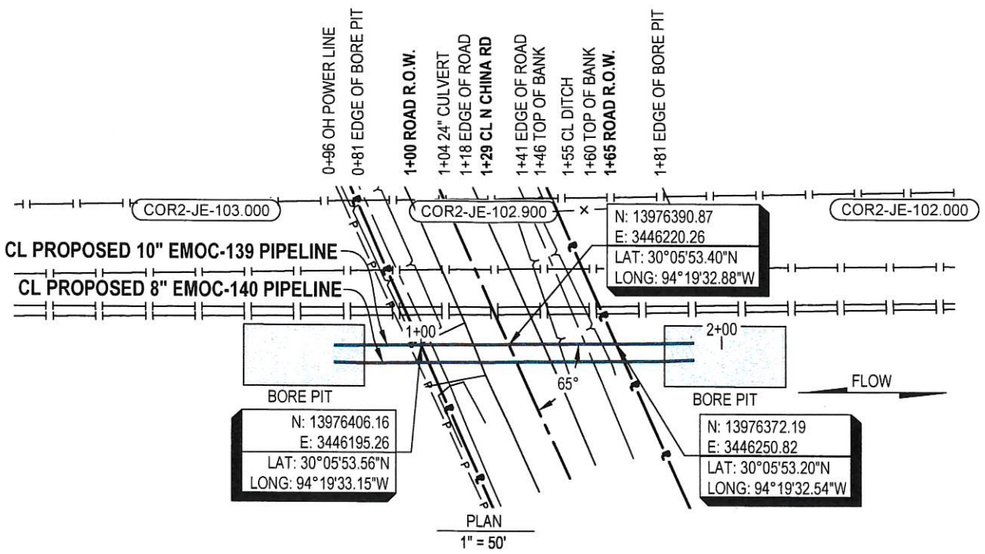
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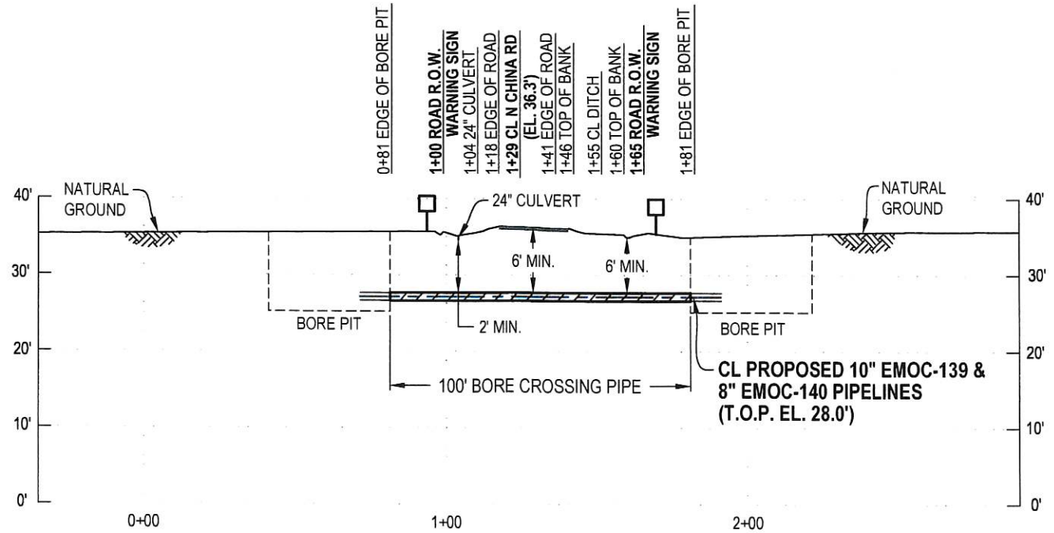
VICINITY MAP

JEFFERSON COUNTY, TEXAS

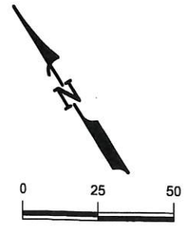
N. F. CHAMBERS SURVEY, ABSTRACT NO. 744



PLAN
1" = 50'



PROFILE
HORIZ: 1" = 50'
VERT: 1" = 20'



BORE CROSSING PIPE

PROPOSED 10" EMOC-139 PIPELINE
PRODUCT: PROPANE
CROSSING PIPE: 10.75" O.D. X 0.469" W.T., X-65, PSL2, SMLS
12-16 MILS FBE & 20-24 MILS ARO
MINIMUM TEST PRESSURE: 2160 PSIG
MAXIMUM OPERATING PRESSURE: 1440 PSIG
INSTALLATION METHOD: BORE
CATHODIC PROTECTION: IMPRESSED CURRENT

PROPOSED 8" EMOC-140 PIPELINE
PRODUCT: RGP
CROSSING PIPE: 8.625" O.D. X 0.438" W.T., X-60, PSL2, SMLS
12-16 MILS FBE & 20-24 MILS ARO
MINIMUM TEST PRESSURE: 2160 PSIG
MAXIMUM OPERATING PRESSURE: 1440 PSIG
INSTALLATION METHOD: BORE
CATHODIC PROTECTION: IMPRESSED CURRENT

NOTES:

1. CROSSING PIPE SHALL EXTEND 5' BEYOND RIGHT-OF-WAY LIMITS.
2. TRAFFIC TO BE MAINTAINED DURING INSTALLATION.
3. PROPOSED PIPELINE WILL MAINTAIN MINIMUM 2' CLEARANCE FROM UTILITIES AND FOREIGN PIPELINES.
4. COORDINATE SYSTEM: NAD83 TEXAS STATE PLANE, SOUTH CENTRAL ZONE, US FOOT (TX83-SCF)

I, JON MARNIE, A PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, HEREBY CERTIFY THAT THE CIVIL AND MECHANICAL DESIGN OF THE PIPELINE AND RELATED ASSEMBLIES MEETS OR EXCEEDS THE REQUIREMENTS OF THE CODE OF FEDERAL REGULATIONS, TITLE 49, PART 195, "TRANSPORTATION OF HAZARDOUS LIQUIDS BY PIPELINE" LATEST EDITION. THIS CERTIFICATION MAKES NO GUARANTEE THAT THIS DRAWING CONTAINS COMPLETE OR CONCLUSIVE INFORMATION. THE CONSTRUCTION CONTRACTOR MUST CONTACT THE STATE "ONE CALL" SYSTEM PRIOR TO ANY EXCAVATION. THESE DOCUMENTS ARE RELEASED FOR THE PURPOSE OF PERMITTING ONLY AND ARE NOT TO BE USED FOR CONSTRUCTION.

JON MARNIE
TEXAS P.E. NO. 117284

DATE

EXXONMOBIL
BEAUMONT 2
PIPELINE PROJECT

UniversalPegasus INTERNATIONAL
A Subsidiary of Huntington Ingalls Industries

ExxonMobil

NO.	REVISION	DATE	APPR.
1	ISSUE FOR PERMIT	08/17/2020	JM
0	ISSUE FOR PERMIT	03/26/2020	JM

ROAD CROSSING DRAWING
PROPOSED 10" EMOC-139 & 8" EMOC-140 PIPELINES
N CHINA ROAD
COR2-JE-102.900

SCALE	DATE	DRAWN	CHECKED	APPROVED	PROJ. NO.	DRAWING NUMBER	SHEET
AS NOTED	01/28/2020	CBG/DTN	TA	JM	99996	BMT-HL-0000-UP-RD-0060	1 OF 1

UPI DRAWING NO.: 99996-415-PMW-11060

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ENGINEERING ACTION FORM

The minimum standard bond required is $ 75,000.00

Stan Stafford
Director of Engineering

10/01/20
Date

COMMISSIONERS COURT ORDER

On this date the attached application of a utility or common carrier pipeline came on for the Courts consideration, and the Court having considered the application is of the opinion that the applicant is a utility or common carrier pipeline company meeting all the requirements of County Policy for installation of a line in County roads and that the plans or details presented with said application did not appear to violate the County Regulations. It is ORDERED that said applicant shall comply with all provisions of the Pipe Line Policy adopted by this Court, and all subsequent revisions. The bond required shall be $ 75,000.00. Special conditions of construction (are/are not) attached hereto.

COMMISSIONERS COURT

By _____
County Judge

Liberty Mutual SURETY

BOND TO GUARANTEE SATISFACTORY COMPLETION OF INSTALLATIONS ON ROAD RIGHT OF WAY

Bond No. 019074370

KNOW ALL MEN BY THESE PRESENTS:

That we, EXXONMOBIL OIL CORPORATION,

Principal, and Liberty Mutual Insurance Company,

as Surety, are held and firmly bound unto JEFFERSON COUNTY, ENGINEERING DEPARTMENT, Obligee, in the amount of Seventy Five Thousand and No/100 ($75,000.00) DOLLARS.

WHEREAS, the said Principal contemplates cutting streets, roads and/or alleys within the jurisdiction of said Obligee, and that has been issued a permit by said Obligee for this purpose.

NOW, the condition of this bond is such that if the Principal shall fail to comply with the provisions of said permit issued by the Obligee for installations on and restoration of said Right of Way, the Principal shall pay to said Obligee all costs of replacing said Right of Way in as good a condition as it was before being disturbed. If the provisions of said permit are promptly fulfilled by said Principal, then this obligation shall be null and void.

It is mutually agreed between all parties hereto that if the Surety shall so elect, this bond may be canceled by giving thirty days notice in writing to Obligee, and this bond shall be deemed canceled at the expiration of said thirty days from date of receipt of such notice, and said Surety remaining liable for all or any fees or penalties covered under this bond, which may have accrued up to the date of such cancellation, under the terms, conditions, and provisions of this bond.

EXECUTED this 24th day of June, 2020.

DAVID W. SINCLAIR
My Notary ID # 1451798
Expires August 6, 2020

EXXONMOBIL OIL CORPORATION

PRINCIPAL

Matthew Horneman, Agent and Attorney in Fact

Liberty Mutual Insurance Company

SURETY

Elizabeth P. Cervini, Attorney-in-Fact

LMS-13375 07/98

Liberty Mutual SURETY

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8202271-019008

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Jonathan F. Black; Stephanie S. Helmig; Joyce M. Houghton; Matthew J. Rosenberg; Denise M. Bruno; Julia R. Burnet; Elizabeth P. Cervini; James M. DiSciullo; Melissa J. Hinde; Christine M. Hrusovsky; David A. Johnson; Harry C. Rosenberg; David C. Rosenberg; John E. Rosenberg; Nolan P. Steele

all of the city of Wayne state of PA each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 2nd day of October, 2019.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: David M. Carey
David M. Carey, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 2nd day of October, 2019 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 28, 2021
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS: Section 12. Power of Attorney.
Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.
Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 24th day of June, 2020.

By: Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

Liberty Mutual SURETY

LIBERTY MUTUAL INSURANCE COMPANY

FINANCIAL STATEMENT — DECEMBER 31, 2019

Assets

Cash and Bank Deposits	$778,754,989
*Bonds — U.S Government	2,780,808,610
*Other Bonds	12,645,608,792
*Stocks	16,385,435,431
Real Estate	235,608,378
Agents' Balances or Uncollected Premiums	6,217,983,641
Accrued Interest and Rents	102,273,390
Other Admitted Assets	11,957,106,292
Total Admitted Assets	**$51,103,579,523**

Liabilities

Unearned Premiums		$8,007,146,482
Reserve for Claims and Claims Expense		21,532,853,787
Funds Held Under Reinsurance Treaties		507,868,920
Reserve for Dividends to Policyholders		1,143,826
Additional Statutory Reserve		125,722,000
Reserve for Commissions, Taxes and Other Liabilities		4,117,460,075
Total		**$34,292,195,090**
Special Surplus Funds	$32,768,443	
Capital Stock	10,000,075	
Paid in Surplus	10,044,978,933	
Unassigned Surplus	6,723,636,983	
Surplus to Policyholders		**16,811,384,434**
Total Liabilities and Surplus		**$51,103,579,524**

LIBERTY MUTUAL INSURANCE COMPANY INCORPORATED 1912 MASSACHUSETTS

* Bonds are stated at amortized or investment value; Stocks at Association Market Values.
The foregoing financial information is taken from Liberty Mutual Insurance Company's financial statement filed with the state of Massachusetts Department of Insurance.

I, TIM MIKOLAJEWSKI, Assistant Secretary of Liberty Mutual Insurance Company, do hereby certify that the foregoing is a true, and correct statement of the Assets and Liabilities of said Corporation, as of December 31, 2019, to the best of my knowledge and belief.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Corporation at Seattle, Washington, this 27th day of March, 2020.

T A Mikolajewski

Assistant Secretary

Liberty Mutual SURETY

BOND TO GUARANTEE SATISFACTORY COMPLETION OF INSTALLATIONS ON ROAD RIGHT OF WAY

Bond No. 019074370

KNOW ALL MEN BY THESE PRESENTS:

That we, EXXONMOBIL OIL CORPORATION,

Principal, and Liberty Mutual Insurance Company,

as Surety, are held and firmly bound unto JEFFERSON COUNTY, ENGINEERING DEPARTMENT

, Obligee, in the amount of

Seventy Five Thousand and No/100 ($75,000.00) DOLLARS.

WHEREAS, the said Principal contemplates cutting streets, roads and/or alleys within the jurisdiction of said Obligee, and that has been issued a permit by said Obligee for this purpose.

NOW, the condition of this bond is such that if the Principal shall fail to comply with the provisions of said permit issued by the Obligee for installations on and restoration of said Right of Way, the Principal shall pay to said Obligee all costs of replacing said Right of Way in as good a condition as it was before being disturbed. If the provisions of said permit are promptly fulfilled by said Principal, then this obligation shall be null and void.

It is mutually agreed between all parties hereto that if the Surety shall so elect, this bond may be canceled by giving thirty days notice in writing to Obligee, and this bond shall be deemed canceled at the expiration of said thirty days from date of receipt of such notice, and said Surety remaining liable for all or any fees or penalties covered under this bond, which may have accrued up to the date of such cancellation, under the terms, conditions, and provisions of this bond.

EXECUTED this 24th day of June, 2020.

DAVID W. SINCLAIR
My Notary ID # 1451798
Expires August 6, 2020

EXXONMOBIL OIL CORPORATION

PRINCIPAL

Matthew Horneman, Agent and Attorney in Fact

Liberty Mutual Insurance Company

SURETY

Elizabeth P. Cervini, Attorney-in-Fact

LMS-13375 07/98

Liberty Mutual SURETY

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: **8202271-019008**

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Jonathan F. Black; Stephanie S. Helmig; Joyce M. Houghton; Matthew J. Rosenberg; Denise M. Bruno; Julia R. Burnet; Elizabeth P. Cervini; James M. DiSciullo; Melissa J. Hinde; Christine M. Hrusovsky; David A. Johnson; Harry C. Rosenberg; David C. Rosenberg; John E. Rosenberg; Nolan P. Steele

all of the city of Wayne state of PA each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 2nd day of October, 2019.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: _____
David M. Carey, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 2nd day of October, 2019 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 28, 2021
Member, Pennsylvania Association of Notaries

By: _____
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS: Section 12. Power of Attorney.
Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.
Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 24th day of June, 2020.

By: _____
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

Liberty Mutual SURETY

LIBERTY MUTUAL INSURANCE COMPANY

FINANCIAL STATEMENT — DECEMBER 31, 2019

Assets

Cash and Bank Deposits	$778,754,989
*Bonds — U.S Government	2,780,808,610
*Other Bonds	12,645,608,792
*Stocks	16,385,435,431
Real Estate	235,608,378
Agents' Balances or Uncollected Premiums	6,217,983,641
Accrued Interest and Rents	102,273,390
Other Admitted Assets	11,957,106,292
Total Admitted Assets	**$51,103,579,523**

Liabilities

Unearned Premiums		$8,007,146,482
Reserve for Claims and Claims Expense		21,532,853,787
Funds Held Under Reinsurance Treaties		507,868,920
Reserve for Dividends to Policyholders		1,143,826
Additional Statutory Reserve		125,722,000
Reserve for Commissions, Taxes and Other Liabilities		4,117,460,075
Total		**$34,292,195,090**
Special Surplus Funds	$32,768,443	
Capital Stock	10,000,075	
Paid in Surplus	10,044,978,933	
Unassigned Surplus	6,723,636,983	
Surplus to Policyholders		**16,811,384,434**
Total Liabilities and Surplus		**$51,103,579,524**

LIBERTY MUTUAL INSURANCE COMPANY INCORPORATED 1912 MASSACHUSETTS

* Bonds are stated at amortized or investment value; Stocks at Association Market Values.
The foregoing financial information is taken from Liberty Mutual Insurance Company's financial statement filed with the state of Massachusetts Department of Insurance.

I, TIM MIKOLAJEWSKI, Assistant Secretary of Liberty Mutual Insurance Company, do hereby certify that the foregoing is a true, and correct statement of the Assets and Liabilities of said Corporation, as of December 31, 2019, to the best of my knowledge and belief.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Corporation at Seattle, Washington, this 27th day of March, 2020.

T A Mikolajewski

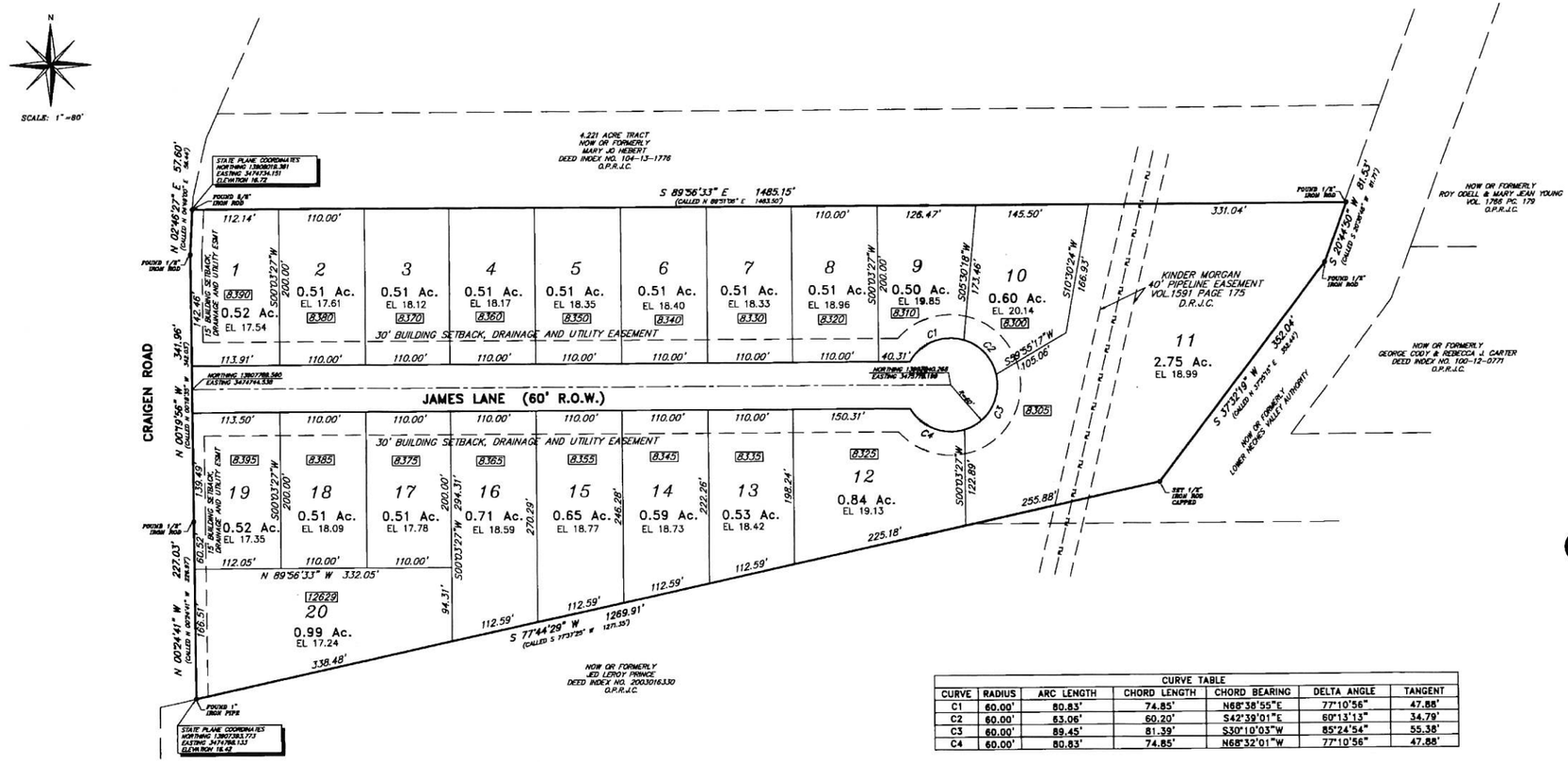
Assistant Secretary

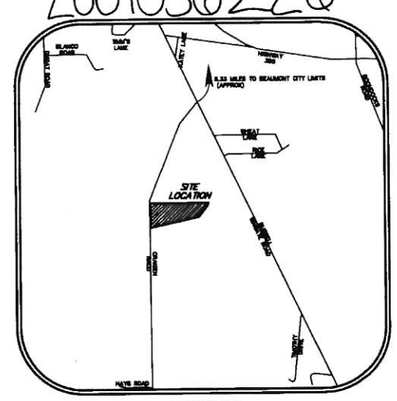
1. Consider and possibly approve acceptance of James Lane 1044.22' (0.198 miles) out of the final plat of Craigen Place, into the County Road System. Road is located in Precinct No.2

I will be placing these item on the Agenda for Tuesday, October 6th , 2020

2009036226

24 x 30





VICINITY MAP
N.T.S.

FINAL PLAT OF CRAIGEN PLACE

A 15.11 ACRE TRACT
OUT OF THE
M. CHIRINO SURVEY, ABSTRACT 10
JEFFERSON COUNTY, TEXAS

CURVE TABLE						
CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE	TANGENT
C1	60.00'	80.83'	74.85'	N68°38'55"E	77°10'56"	47.88'
C2	60.00'	63.06'	60.20'	S42°39'01"E	60°13'13"	34.79'
C3	60.00'	89.45'	81.39'	S30°10'03"W	85°24'54"	55.38'
C4	60.00'	80.83'	74.85'	N68°32'01"W	77°10'56"	47.88'

STATE OF TEXAS
COUNTY OF JEFFERSON

I, Robert Gary James, Owner of the property subdivided in the above and foregoing map of the Craigen Place, do hereby make subdivision on said property, according to the lines, streets, lots, alleys, parks, building lines and easements therein, in the M. Chirion Survey, Abstract No. 10 of Jefferson County, Texas; and dedicate to public use as such the streets, alleys, parks and easements shown thereon forever.

This is to certify that I, Robert Gary James, have complied with or will comply with the existing regulations heretofore on file with the Jefferson County Engineer and adopted by the Commissioners' Court of Jefferson County.

Further, I, do hereby dedicate forever to the public a strip of land ten (10) feet on each side of the centerline of any and all gullies, ravines, draws, sloughs, or other natural drainage courses located in said subdivisions, as easements for drainage purposes, giving Jefferson County and any other public agency the right to enter upon said easement at any and all times for the purpose of constructing and/or maintaining drainage work and/or structures.

Further, all of the property in the above and foregoing map shall be restricted in its use, which restrictions shall run with the title of the property; and shall be enforceable, at the option of Jefferson County or any citizen thereof, by injunction as follows:

1. The drainage of septic tanks into road, street, alley or other public ditches, either directly or indirectly, is strictly prohibited.
2. Drainage structures under private driveways shall have a net drainage opening area of sufficient size to permit the free flow of water without backwater, and shall be a minimum of one and three quarters (1-¾) square feet (18" diameter pipe culvert). RCP culverts or bridges must be used for driveways and/or walks. Concrete driveways or walkways shall not extend over drainage culverts.

WITNESS our hand in Jefferson County, Texas, this the 3rd day of September 2009.

Robert Gary James

STATE OF TEXAS
COUNTY OF JEFFERSON

BEFORE ME, the undersigned authority, on this day personally appeared Robert Gary James known to me the persons whose names are subscribed to the foregoing instrument acknowledged to me that they executed the same for the purposes and consideration therein set forth.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 9th day of September 2009.

Notary Public in and for Jefferson County, Texas

ANN LINDHOLM
Notary Public, State of Texas
My Commission Expires
August 30, 2013

This is to certify that I, Richard F. Faust Registered Public Surveyor of the State of Texas, have plotted the above subdivision from an actual survey on the ground; and that all block corners, lot corners, angle points and points of curve are properly marked with iron rods; ⅝" x 24" with orange plastic cone marked "FAUST", and that the plat correctly represents the survey made by me.

Richard F. Faust, Registered Professional Land Surveyor
Texas Registration No. 4782

STATE OF TEXAS
REGISTERED
RICHARD F. FAUST
4782
PROFESSIONAL
LAND SURVEYOR

I, JOE PASTRANA P.E., COUNTY ENGINEER OF JEFFERSON COUNTY, TEXAS, DO HEREBY CERTIFY THAT THIS SUBDIVISION PLAT COMPLIES WITH ALL OF THE EXISTING RULES AND REGULATIONS OF THIS OFFICE, AS ADOPTED BY THE JEFFERSON COUNTY COMMISSIONERS' COURT.

JOE PASTRANA, P.E. NO. 87129
COUNTY ENGINEER

APPROVED AS TO LAND TIES AND SHOWN:

JOE PASTRANA, P.E. NO. 87129
COUNTY ENGINEER

APPROVED FOR FILING, WHEREIN JEFFERSON COUNTY ASSUMES NO OBLIGATION FOR GRADING DRAINAGE STRUCTURES, OR SURFACING THE STREETS OR ROADS OR MAKING ANY OTHER IMPROVEMENTS IN SAID SUBDIVISION.

JEFFERSON COUNTY JUDGE

COMMISSIONER PRECINCT 1

COMMISSIONER PRECINCT 2

COMMISSIONER PRECINCT 3

COMMISSIONER PRECINCT 4

THE ABOVE SUBDIVISION TITLED CRAIGEN PLACE, JEFFERSON COUNTY, TEXAS, AS MAPPED, APPROVED BY THE COMMISSIONERS' COURT OF JEFFERSON COUNTY, TEXAS, BY ORDER OF September 14, 2009.

COUNTY CLERK OF JEFFERSON COUNTY, TEXAS

BY: Chief DEPUTY

GENERAL NOTES:

1. THIS TRACT OF LAND IS LOCATED IN ZONE "X" (NON-SHADED AREA DETERMINED TO BE OUTSIDE THE 500 YEAR FLOOD PLAIN) ACCORDING TO THE FEMA INSURANCE RATE MAP COMMUNITY NUMBER 480385, PANEL NUMBER 0285, SUFFIX, C, REVISED DATE AUGUST 6, 2002 (FAUST ENGINEERING AND SURVEYING, INC. DOES NOT WARRANT NOR ATTEST TO THE ACCURACY OF THESE MAPS).
2. BUILDING SETBACK LINE, UTILITY EASEMENT AND DRAINAGE EASEMENT INFORMATION: 30' BUILDING SETBACK LINE, UTILITY AND DRAINAGE EASEMENT ADJACENT TO JAMES LANE 15' BUILDING SETBACK LINE, UTILITY AND DRAINAGE EASEMENT ADJACENT TO CRAIGEN ROAD
3. CULVERT LENGTH SHALL NOT EXCEED 40 FEET PER LOT.
4. LOTS SHALL BE GRADED SUCH THAT RUNOFF DOES NOT DIRECTLY DRAIN ONTO ADJACENT LOTS.
5. ELEVATIONS ARE BASED ON RM 34 (AS SHOWN IN FEMA INSURANCE RATE MAP COMMUNITY NUMBER 480385, PANEL NUMBER 0245, SUFFIX, F, REVISED DATE OF AUGUST 6, 2002, ELEVATION 14.84. FAUST ENGINEERING AND SURVEYING, INC. DOES NOT WARRANT NOR ATTEST TO THE ACCURACY OF THESE MAPS.)
6. ALL LOTS ARE REQUIRED TO HAVE A MINIMUM OF 9,000 SQUARE FEET OF CLEAR AREA FOR AN ON-SITE SEWAGE FACILITY.

STATE OF TEXAS
COUNTY OF JEFFERSON

I, Carolyn I. Guidry COUNTY CLERK OF JEFFERSON COUNTY, TEXAS, DO HEREBY CERTIFY THAT THE WITHIN INSTRUMENT WAS FILED FOR REGISTRATION IN MY OFFICE ON Sept 21 20 09 AT 3:04 PM O'CLOCK P.M., AND DULY RECORDED ON Sept 21 20 09 AT 3:04 O'CLOCK P.M. IN CLERK'S FILE # 2009036226, OFFICIAL REAL PROPERTY RECORDS OF JEFFERSON COUNTY, TEXAS.

WITNESS MY HAND AND SEAL OF OFFICE, AT Beaumont THE DATE AND DATE LAST ABOVE WRITTEN.

COUNTY CLERK, JEFFERSON COUNTY, TEXAS

BY: DEPUTY Clerk

FIELD NOTE DESCRIPTION
FOR A
15.11 ACRE TRACT
OUT OF THE
MANUAL CHIRINO LEAGUE, ABSTRACT 10
JEFFERSON COUNTY, TEXAS

BEING a 15.11 acre tract out of the Manual Chirino League, Abstract 10, Jefferson County, Texas; conveyed to Robert Gary James as described in Clerk's File # 2008015834 of the Jefferson County Real Property Records; said 15.11 acre tract being more particularly described by metes and bounds as follows:

BEGINNING at a ⅝" iron rod found in the east right of way of Craigen Road, being the northwest corner of the said 15.11 acre tract and the southwest corner of a called a 4.221 acre tract conveyed to Mary Jo Hebert as described in Film Code # 104-13-1776 of the Real Property Records of Jefferson County, Texas;

THENCE South 89°56'33" East (called North 89°51'06" East) along the south line of the said 4.221 acre tract, a distance of 1485.15 feet (called 1483.50 feet) to a ⅝" iron rod found for the southeast corner of said 4.221 acre tract, and the northeast corner said 15.11 acre tract;

THENCE South 20°44'50" West (called South 20°48'48" West), a distance of 81.53 feet (called 81.71feet) to a ⅝" iron rod found for an angle point in the east line of the said 15.11 acre tract;

THENCE South 37°32'19" West (called South 37°25'15" West), a distance of 352.04 feet (called 352.44 feet) to a ⅝" iron rod set and capped "FAUST" for the southeast corner of said 15.11 acre tract;

THENCE South 77°44'29" West (called South 77°37'25" West), a distance of 1269.91 feet (called 1271.35 feet) to a 1" iron pipe found, being a point on the east right of way of Craigen Road and the southwest corner of said 15.11 acre tract;

THENCE North 00°24'41" West (Reference Bearing) along the east right of way of Craigen Road, a distance of 227.03 feet (called 226.97 feet) to a ⅝" iron rod found for an angle point in the west line of the said 15.11 acre tract;

THENCE North 00°19'56" West (called North 00°19'35" West) along the east right of way of Craigen Road, a distance of 341.96 feet (called 342.03 feet) to a ⅝" iron rod found for an angle point in the west line of the said 15.11 acre tract;

THENCE North 02°46'27" East (called North 04°49'00" West) along the east right of way of Craigen Road, a distance of 57.60 feet (called 58.44 feet) to the POINT OF BEGINNING and containing 15.11 acres of land, more or less.

Faust ENGINEERING AND SURVEYING, INC.
PROFESSIONAL ENGINEERS AND PROFESSIONAL SURVEYORS
2525 CALDER STREET ✖ BEAUMONT, TEXAS 77702 ✖ (409) 813-3410

PROJECT # 0806217

DocuSign Envelope ID: C880EAF5-B87C-41E3-A0BA-C65A5200D5B3

Sirius Computer Solutions, Inc.

Headquarters:
10100 Reunion Place, Suite 500
San Antonio, Texas 78216
www.siriuscom.com
Sirius Tax ID # 74-2836721

SOLUTION PROPOSAL

Prepared for:
JEFFERSON COUNTY
1149 PEARL ST 6TH FLOOR
BEAUMONT, TEXAS 77701
UNITED STATES

Client Executive:
Crystal Puga
+1 (832) 253-2602
crystal.puga@siriuscom.com

Proposal Number:	Q-00113979
Proposal Date:	09/18/2020
Expires:	11/18/2020
Description:	IBM SVCS- 1Yr Prepaid Printer Maintenance Renewal
Currency:	USD

DocuSign Envelope ID: C880EAF5-B87C-41E3-A0BA-C65A5200D5B3

Client Executive:
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Description: IBM SVCS- 1Yr Prepaid Printer Maintenance Renewal
Attn:

JEFFERSON COUNTY
1149 PEARL ST 6TH FLOOR
BEAUMONT, TEXAS 77701
UNITED STATES

Sirius Computer Solutions, Inc.

Headquarters:
10100 Reunion Place, Suite 500
San Antonio, Texas 78216
www.siriuscom.com
Sirius Tax ID # 74-2836721

Description	Machine Type	Serial #	Svc Lvl	Start Date	End Date	Ext. Price
INFOPRINT HW MAINT	4247- X03	000070477	24x7	11/19/2020	11/18/2021	$1,078.41
INFOPRINT HW MAINT	4247-X03	000070506	24x7	11/19/2020	11/18/2021	$1,078.41
INFOPRINT HW MAINT	4536-N01	00792Y5BY	8x5	11/19/2020	11/18/2021	$331.82
INFOPRINT HW MAINT	4536-N01	00792LL10	8x5	11/19/2020	11/18/2021	$331.82
INFOPRINT HW MAINT	4536-N01	00792RGMZ	8x5	11/19/2020	11/18/2021	$331.82
INFOPRINT HW MAINT	4536-N01	00792LL5B	8x5	11/19/2020	11/18/2021	$331.82
INFOPRINT HW MAINT	4536-N01	00791R344	8x5	11/19/2020	11/18/2021	$331.82
INFOPRINT HW MAINT	4551-N01	007932VPC	8x5	11/19/2020	11/18/2021	$268.18
INFOPRINT HW MAINT	4551-N01	007930CPV	8x5	11/19/2020	11/18/2021	$268.18
INFOPRINT HW MAINT	4552- N01	00704ZGBX	8x5	11/19/2020	11/18/2021	$282.95
					Extended Subtotal:	**$4,635.23**
					Total Client Price:	**$4,635.23**

Proposal Comments:
RPPS Printer Maintenance Renewal
Term: 11/19/2020 - 11/18/2021
Prepared by: Laura Oneacre
Pricing is based on same inventory and same configuration

Terms and Conditions:

Unless otherwise noted, price does not include shipping, handling or applicable tax which may be added at the time of invoice. All quoted shipping and handling charges or tax amounts are estimates only, and are subject to change upon invoicing. In the event JEFFERSON COUNTY ("Customer") requests expedited shipping, whether such request is made before or after acceptance of this Solution Proposal ("Proposal") by Customer, the price stated above for shipping and handling is subject to change.

This Proposal is subject to the Terms and Conditions below and/or any referenced agreements. Acceptance of this Proposal by an authorized representative of Customer will be deemed the equivalent of a Customer Purchase Order, which will authorize Sirius Computer Solutions, Inc. ("Sirius") to order the products listed in this Proposal. Until Sirius receives and accepts a Purchase Order or a signed copy of this Proposal for the solution proposed, pricing provided in this Proposal is subject to change based on manufacturer's pricing schedule. The products contained on this Proposal may be delivered to the Customer through multiple shipments based upon supplier availability, and Customer agrees to pay one or more partial payments of the total purchase price stated above for any such partial shipment of products.

Notwithstanding anything to the contrary in the Terms and Conditions below and/or any referenced agreements, Customer hereby agrees that the products listed on this Proposal are noncancelable, nonreturnable, and nonrefundable except with the express written permission of Sirius.

1. Purchase Price; Payment; Taxes. Customer agrees to pay the total purchase price as set forth herein, plus any applicable sales/use tax. Payment is due within thirty (30) days from the date of the invoice. Customer agrees that any payment not received by Sirius within thirty (30) days of the invoice date shall be subject to an annual interest charge of 12%, or the maximum allowed by law, whichever is less.

2. Payment by Third Party Leasing Company. If Customer enters into a lease agreement with a third party leasing company to finance this Proposal, Customer shall remain bound by these terms and conditions, except to the extent that the third party leasing company shall be obligated to pay the total purchase price in this Proposal. In the event the third party leasing company fails to make such payment, Customer shall make such payment, and Sirius shall convey title (where applicable) to Customer upon payment of the total purchase price in this Proposal.

3. Freight Costs; Delivery; Risk of Loss. Sirius will arrange for shipment and delivery of the products listed in this Proposal to the installation site. Unless specifically stated otherwise, Customer will be responsible for shipping and delivery charges. Risk of loss to the products shall pass to Customer upon delivery at Customer's site.

4. Title; Security Interest. Title to each product (other than software) to be sold by Sirius hereunder shall pass to Customer upon delivery. Title to software is not being transferred and the right to use software included in this Proposal shall be governed by a separate license agreement between Customer and the software vendor.

5. Returns. No products (including Software) shall be returned to Sirius or software subscriptions cancelled by Customer without prior written approval from Sirius.

6. Limited Warranties. Sirius represents and warrants that, at the time each product is delivered, Sirius will be the lawful owner of such product (other than software products), free and clear from any liens and encumbrances, and will have full right, power and authority to transfer good and valid title to the same to Customer. Sirius, as the lawful/authorized reseller of the products being delivered to Customer, represents and warrants that such products will be accompanied by the applicable manufacturer's or software licensor's representations and warranties (either directly through the manufacturer/software licensor or as transferred by Sirius) in accordance with the manufacturer's/software licensor's policies. Customer agrees it is relying solely on the manufacturer's representations and warranties (except as expressly set forth above) and Sirius shall have no liability or obligations with respect to any manufacturers' representations and warranties, and any claims by Customer shall be made solely against the manufacturer.

Notwithstanding the foregoing, with respect to products that have been used and/or refurbished and therefore do not have any manufacturer's warranty, Sirius warrants that for a period of thirty (30) days immediately following the delivery of the products, such products will qualify for the manufacturer's maintenance agreement, if the products are both installed by the manufacturer and placed under the manufacturer's maintenance agreement prior to such installation within such thirty (30) day period; provided, that Customer's exclusive recourse for a breach of this warranty shall be either the repair or replacement of such refurbished equipment or a refund of the purchase price. After such thirty (30) day period, Customer assumes all liability for such products which are either defective or may be incomplete and Sirius will have no further liability or obligation with respect thereto.

As Sirius is not the manufacturer of the products listed on this Proposal, Customer waives any claim against Sirius based upon (i) any infringement or alleged infringement of any patent or other intellectual property rights with respect to any products sold hereunder or any software licensed by any third party or (ii) any indemnity claim or obligation made by another against Customer arising out of any such infringement or alleged infringement.

EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, SIRIUS MAKES NO OTHER REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, TO CUSTOMER OR TO ANY OTHER PERSON OR ENTITY REGARDING PRODUCTS, SOFTWARE AND/OR SERVICES OR OTHER ITEMS PROVIDED BY SIRIUS UNDER THIS PROPOSAL OR THE RESULTS TO BE DERIVED FROM THE USE THEREOF, AND SIRIUS EXPRESSLY DISCLAIMS ANY REPRESENTATIONS AND WARRANTIES ARISING FROM COURSE OF DEALING, USAGE OF TRADE OR COURSE OF PERFORMANCE, AND THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

7. Limitation of Liability. IN NO EVENT WILL SIRIUS BE LIABLE TO CUSTOMER FOR CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR ANY OTHER NON-DIRECT DAMAGES INCLUDING, WITHOUT LIMITATION, LOSS OF OR DAMAGE TO DATA, LOST PROFITS OR FUTURE REVENUES, COST OF CAPITAL, LOSS OF BUSINESS REPUTATION OR OPPORTUNITY OR ANY CLAIM OR DEMAND AGAINST CUSTOMER BY ANY THIRD PARTY, HOWEVER CAUSED, WHETHER UNDER THEORY OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SIRIUS' LIABILITY ARISING FROM OR RELATED TO THIS PROPOSAL SHALL NOT EXCEED AN AMOUNT EQUAL TO THE TOTAL AMOUNT PAID OR PAYABLE TO SIRIUS HEREUNDER. THIS LIMITATION SHALL APPLY TO THE FULLEST EXTENT PROVIDED BY LAW, AND CUSTOMER AGREES TO RELEASE SIRIUS, ITS EMPLOYEES, AFFILIATES, AND AGENTS FROM AND AGAINST ANY AND ALL LIABILITY EXCEEDING THE LIMITS STATED IN THIS PROVISION, REGARDLESS OF THE REMEDY UNDER WHICH DAMAGES ARE SOUGHT AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY PROVIDED HEREIN.

8. Applicable Law. This Proposal (including these Terms) and the rights and obligations of the parties hereto shall be construed under and governed by the laws of the State of Texas, without giving effect to principles of conflict of laws.

9. Waiver of Jury Trial. EACH OF THE PARTIES TO THIS AGREEMENT WAIVES ANY RIGHT TO TRIAL BY JURY OF ANY DISPUTE OF ANY NATURE WHATSOEVER THAT MAY ARISE BETWEEN THEM, INCLUDING, BUT NOT LIMITED TO, THOSE DISPUTES RELATING TO, OR INVOLVING IN ANY WAY, THE TRANSACTIONS BETWEEN THE PARTIES, THE CONSTRUCTION, PERFORMANCE OR BREACH OF THIS AGREEMENT OR ANY OTHER AGREEMENT BETWEEN THE PARTIES, THE PROVISIONS OF ANY FEDERAL, STATE OR LOCAL LAW, REGULATION OR ORDINANCE NOTWITHSTANDING. By execution of this Agreement, each of the parties hereto acknowledges and agrees that it has had an opportunity to consult with legal counsel and that he/she/it knowingly and voluntarily waives any right to a trial by jury of any dispute pertaining to or relating in any way to the transactions contemplated by this Agreement, the provisions of any federal, state or local law, regulation or ordinance notwithstanding.

10. Confidentiality. All of the information provided in this proposal is considered confidential and proprietary between Sirius and Customer. Information enclosed in this Proposal may not be disclosed, disseminated, or otherwise

revealed to any party outside of Customer or any party within Customer's organization who is not privileged to receive such information, unless required by law.

11.General. This Proposal (including these Terms) represents the entire and integrated agreement and understanding between the parties with respect to the attached Sirius proposal and supersedes all prior or contemporaneous understandings and agreements, whether written or oral. Neither party will be liable or deemed to be in default for any delay or failure to perform its obligations hereunder if such failure results directly or indirectly from any cause beyond its reasonable control. This Proposal may be executed in any number of counterparts, each of which when executed and delivered (which deliveries may be made by email or facsimile) shall be deemed to be an original, and all of which counterparts taken together shall constitute but one and the same instrument. No modification of these Terms, nor waiver of any rights hereunder, shall be valid unless in writing and signed by the party against whom the modification or waiver is sought to be enforced. The waiver of any term hereof shall in no way be construed as a waiver of any other term or breach hereof. Neither this Proposal nor any of its rights or duties hereunder may be assigned or transferred by Customer, unless Sirius has consented to such assignment or transfer in writing. This Proposal does not and is not intended to confer any rights or remedies upon any person or entity other than the parties hereto. If any provision of these Terms are held by a court of competent jurisdiction to be contrary to law or otherwise invalid or unenforceable, the remaining provisions hereof shall remain in full force and effect.

The provision of the maintenance services contained on this proposal will be controlled by the terms and conditions of the applicable manufacturer and/or maintenance provider (hereinafter the "Provider"), and may be subject to auto-renewal if so provided in the applicable terms and conditions. Sirius does not guarantee any rights of termination during the term of the maintenance services contained on this proposal or any renewal term, and all refund calculations are determined solely by the applicable Provider. In the event any or all of these maintenance services are terminated in accordance with the terms and conditions of the applicable Provider, Sirius will, at Customer's option, (1) pass through to Customer all applicable credits paid to Sirius by the applicable Provider, net any related costs, or (2) hold such applicable credits on account for future purchases by Customer. If the maintenance services contained on this proposal cover multiple hardware or software components, any discounts provided in this proposal may vary between such components, and all pricing information is confidential and proprietary information of the applicable Provider.

DocuSign Envelope ID: C880EAF5-B87C-41E3-A0BA-C65A5200D5B3

Accepted by:

JEFFERSON COUNTY

Signature of Authorized Representative

JEFF R. BRANICK

Printed Name

COUNTY JUDGE

Title of Authorized Representative

Oct. 06, 2020

Date Signed

Ship to Contact (Name, Phone, & Email)

Ship to Address

Approved by:

Sirius Computer Solutions, Inc.

DocuSigned by:
Luke Niemiro
451E24C8304948A...

Signature of Authorized Representative

Luke Niemiro

Printed Name

Managing Contracts Attorney

Title of Authorized Representative

9/21/2020 | 10:49 CDT

Date Signed

Bill to Contact (Name, Phone, & Email)

Bill to Address

AGENDA ITEM **October 6, 2020**

Consider, possibly approve and authorize the County Judge to execute a Telemedicine System and Services Agreement between Jefferson County and Access Physicians Management Services Organization, LLC for technology and software to enable telemedicine for the Mobile unit.

TELEMEDICINE SYSTEM AND SERVICES AGREEMENT

Access Physicians Management Services Organization, LLC ("Access"), and Jefferson County Public Health ("Customer") enter this Telemedicine System and Services Agreement ("Agreement") as of _____, 2020 ("Effective Date").

RECITALS:

A. Access owns proprietary technology and equipment that includes without limitation telemedicine carts designed for use in providing telemedicine services (collectively, "Equipment").

B. Access has rights in certain software that is installed on and configured for use by Access in connection with the Equipment ("Software").

C. Access provides certain services in conjunction with use of the Equipment and Software, as set forth in one or more statements of work (each, an "SOW") that the parties enter pursuant to this Agreement ("Services").

D. Customer desires to engage Access to provide the Services at one or more locations (each a "Location") and purchase from Access a proprietary telemedicine system that includes Equipment and the right to use the Software ("System"), and Access is willing to provide the Services and System to Customer.

AGREEMENT:

1. **Engagement and Sale.**

a. **SOWs.** While this Agreement is in effect, Access will provide Services and/or sell Equipment or Systems to Locations pursuant to one or more SOWs. The parties acknowledge that the initial SOW is attached to and incorporated into this Agreement as Exhibit A. To bind the parties, an SOW must contain the signatures of Access, Customer, and each applicable Location. Each SOW must detail the Services to be performed, the Equipment and System(s) to be sold, the date the Services will commence, the fees for the Services, the charges for the Equipment and System(s), the number of persons permitted to use the Equipment and System at each Location ("Authorized Users"), and the name and contact information for the Location's authorized representative with respect to the SOW ("Location Representative"). Each SOW will include as an attachment a bill of sale for the Equipment and System. If an SOW conflicts with this Agreement, this Agreement will prevail, unless the SOW expressly addresses that conflict and provides for the SOW to prevail.

b. **Right of Use.** Access grants Customer and the Authorized Users under each SOW a right to use the System described in the SOW, including any installed software in object code only, exclusively for providing telemedicine services ("Permitted Purpose"), exclusively at the Location(s) specified in the SOW, and exclusively during the term of the SOW, subject to this Agreement.

c. **Authorized Users.** Customer may authorize up to the number of Authorized Users specified in each SOW to use the the System at the applicable Location, strictly for the Permitted Purpose. Each Authorized User must be either (i) an employee or contractor of the Location or (ii) a physician employee or contractor of the Location who is licensed to practice medicine in the state where the Location is located and has signed and complies with an Authorized User Agreement in the appropriate form attached to this Agreement as Exhibit B. Customer and the Location also will allow any physician ("Access Physician") to use the System if the physician is providing medical services at the Location pursuant to an agreement between Customer or the Location and a clinical affiliate of Access ("Coverage Agreement"). Access will

provide Customer the necessary passwords, log-in information, and connections for use of the System in accordance with this Agreement. Prior to the commencement of Services, Customer will provide Access with a list of the Authorized Users, and, thereafter, Customer will provided updated lists as necessary for Access to have a complete and accurate list at all times. Access may object to any proposed Authorized User by notifying Customer or the Location of its objection, in writing, within three business days after the person's name appears on a list of Authorized Users, and the parties will cooperate in good faith to address the objection. The fees payable to Access pursuant to the SOW will not decrease if the number of Authorized Users is lower than the number permitted in the SOW. The number of Authorized Users may not exceed the number permitted in the SOW without Access's written permission.

d. **Customer Obligations.** Customer will do the following things, at Customer's sole expense, throughout the term of this Agreement:

i. Ensure that each Location is staffed in accordance with national and local standards of care, including the nursing, technical, administrative, clerical, and other support personnel reasonably necessary to facilitate the Services ("Support Personnel").

ii. Ensure that the Support Personnel and Authorized Users comply with this Agreement.

iii. Select, obtain, install, maintain, and provide enterprise wi-fi network access at the Locations in accordance with the Facility Technical Requirements for Telemedicine prescribed in Exhibit C, which is attached to and incorporated into this Agreement. Access is not required to provide Services or access to the System at any Location that does not comply with those requirements.

iv. Use commercially reasonable efforts to notify Access (A) no more than 24 hours in advance of planned downtime or network changes that may impede or alter the functionality of the System or provision of the Services and (B) promptly about any such events that are unplanned.

v. Designate authorized individuals to provide hands-on assistance as required for resolving technical issues reported to Access.

vi. Respond promptly to Access's requests for assistance resulting from Customer networking needs or problems.

vii. Use its best efforts to prevent unauthorized access to or use of the System and Services, and promptly notify Access about any such unauthorized access or use.

viii. Use the Services and System only in accordance with this Agreement and applicable law.

ix. Promptly provide all information that Access reasonably requests regarding use of the System and Services.

x. Obtain informed consent and other forms necessary from patients for use of the System in accordance with applicable law and Customer policy.

xi. Be responsible and liable for all actions of the Authorized Users, Support Staff, and Customer's affiliates, representatives, employees, or contractors that are contrary to terms of this Agreement.

xii. Ensure that all systems that physicians or other clinicians will use in performing patient care using the System are compatible with all modern computer operating systems and/or provide a remote

access method for the clinicians; and ensure that all necessary technical support related to these systems and access methods is available to the physicians and other clinicians.

e. **Prohibited Activities.** Customer and the Location will not use the System or Services for, and will prohibit Authorize Users, Support Staff, Customer and Location affiliates, and other persons under their direction or control from using them for, any of the following purposes:

i. Permitting any person to access or use the System or Services other than persons this Agreement expressly authorizes to access or use them.

ii. Permitting any person to access or use the System or Services for other than the Permitted Purpose or in any manner that this Agreement does not expressly contemplate.

iii. Permitting access to the System through any terminals or equipment located outside of the applicable Location.

iv. Permitting anyone to sell, resell, license, sublicense, distribute, reproduce, rent. or lease the System, the Services, the right to access and use the System and the Services, or any reports or data generated by the System or the Services, to any third party for any purpose.

v. Using the System to transmit material in violation of third-party privacy rights.

vi. Accessing or using any of Access's intellectual property or proprietary rights in the System except during the term of and strictly in accordance with this Agreement.

vii. Accessing the System or Services to build a similar or competitive product or service or to benchmark with a non-Access product or service.

viii. Allowing anyone to disassemble, reverse engineer, decompile, decrypt, or otherwise decipher or modify any portion of the System or Services for any purpose, to the extent this restriction is permitted by law.

ix. Disclosing any portion of the System or Services to any third party except as this Agreement expressly permits.

x. Allowing anyone to reproduce, distribute to third parties, or prepare derivative works of the System or Services or any portion of either of them.

xi. Using or accessing the System or Services in any manner that could reasonably be expected to be detrimental or damaging to Access's interests or to its contractual relationship with Customer.

xii. Displaying on any website or otherwise publishing the System or Services or any Content (as that term is defined in Section 1.i) obtained from the System or Services, or otherwise generating income from the System or Services or using the System or Services to develop, produce, or market a service or product substantially similar to the System or Services.

xiii. Engaging in any activity or using the System or Services in any manner that could damage, disable, overburden, impair, or otherwise interfere with or disrupt the System or Services or any servers or networks connected to the System.

xiv. Installing any hardware or software into the System without Access's prior written approval, recognizing that such an installation will void any applicable warranties or service level agreements covering the System or its components.

xv. Using, or permitting anyone to use, the System or Services in a manner that violates any law, including without limitation anti-spam, export control, privacy, and anti-terrorism laws and regulations and laws requiring the consent of subjects of audio and video recordings.

f. **Suspension of Services.** Notwithstanding anything in this Agreement to the contrary, Access may suspend, terminate, or otherwise deny Customer or any Authorized User or other person access to or use of all or any part of the Services or the System, without incurring any resulting obligation or liability, if Access (a) receives a judicial or other governmental demand, order, subpoena, or law enforcement request that expressly or by reasonable implication requires Access to do so; or (b) believes, in its reasonable discretion, that Customer or any Authorized User (i) has failed to comply with any material term of this Agreement or the applicable SOW, including without limitation payment requirements; (ii) has accessed or used the Services or System beyond the scope of the rights granted or for a purpose not authorized under this Agreement or the applicable SOW; or (iii) is, has been, or is likely to be involved in any fraudulent, misleading, or unlawful activities. Access will promptly notify Customer of any such suspension and will resume providing access to the suspended Services or System as soon as reasonably possible after the event giving rise to the suspension is cured. A suspension pursuant to this section will not relieve Customer or the applicable Location of its obligations pursuant to this Agreement or an SOW, including paying amounts due to Access for any period in which a suspension occurs. This section does not limit Access's remedies under law or this Agreement.

g. **No Responsibility for Care or PHI.** Access is not, as a result of this Agreement or any SOW, responsible or liable for healthcare services performed by any person. Access will not have any control or direction over the medical judgment of Customer, Location, Authorized Users, or any other person or the methods or manner by which any person provides healthcare services. Access will have no direct access to any "protected health information" or "PHI," as defined in the Health Insurance Portability and Accountability Act of 1996, as amended, and the regulations promulgated thereunder ("HIPAA") and will not by virtue of this Agreement or otherwise create, receive, or maintain PHI from, for, or on behalf of any Authorized User. Customer will ensure that each Authorized User complies with all applicable provisions of HIPAA in connection with the use of the System and Services.

h. **Third-Party Software Licenses.** The System may include software, content, data, or other material, including related documentation, that is owned by persons other than Access ("Third-Party Licensors"). Access is a licensee of the Third-Party Licensors pursuant to one or more agreements governing the use of software in conjunction with the System and Services ("Third-Party License Agreements"). Nothing in this Agreement maybe construed as a sublicense to Customer, any Location, or any other third party of any of Access's rights under any Third-Party License Agreement. Customer will take all actions that Access requests to ensure compliance with the Third-Party License Agreements and other agreements between Access and Third-Party Licensors, including without limitation signing business associate agreements within the meaning of HIPAA.

i. **Registration and Content.** Customer represents and warrants that, if Customer or an Authorized User is required to provide information to use the System or Services, all of that information will be accurate. Customer will not, and will ensure that the Authorized Users do not, disclose to any third party any user names or passwords that Customer or the Authorized Users adopt in connection with using the System or Services. Customer represents and warrants that Customer owns and is solely responsible for the content Customer or any Authorized User sends or displays in using the System or Services ("Content"). Customer will not, and will ensure that the Authorized Users do not, record or store patient videos, use or

store screen captures, or otherwise record or store any Content on the System. Customer will not use the System or Services to communicate any message or material that is harassing, libelous, threatening, obscene, or indecent, that would violate the intellectual property rights of any party or is otherwise unlawful, that would give rise to civil liability, or that constitutes or encourages conduct that could constitute a criminal offense under any applicable law. Customer will not, and will not permit any person to, provide material support or resources (or to conceal or disguise the nature, location, source, or ownership of material support or resources) to any organization designated by the United States government as a foreign terrorist organization pursuant to Section 219 of the Immigration and Nationality Act. Customer will not, and will not permit any person to, upload or transmit any software, Content or code that does or is intended to harm, disable, destroy, or adversely affect performance of the System or Services or that does or is intended to harm or extract information or data from other hardware, software, or networks of Access or the Third-Party Licensors. Customer will ensure that Authorized Users comply with applicable local rules or codes of conduct regarding online behavior, acceptable content, and/or the transmission of technical data exported from the United States, including without limitation any codes of conduct that Customer specifies.

j. **Violations; Nonliability.** If Customer becomes aware of any violation of this Agreement in connection with use of the System or Services by any person, Customer will promptly notify Access about the violation at info@access-physicians.com or such other email address as Access may specify by written notice to Customer in accordance with this Agreement. Access may investigate complaints and violations that come to its attention and may take or refrain from taking any actions as it believes appropriate, including without limitation issuing warnings, removing the content, or terminating accounts and/or Authorized User profiles. Access will not under any circumstances be liable for data or other content viewed while using the System or Services, including without limitation any errors or omissions in any such data or content or any loss or damage incurred as a result of the use of, access to, or denial of access to any data or content.

k. **Proprietary Rights.**

i. **Rights retained.** Access and/or the Third-Party Licensors, as applicable, own and will retain all proprietary rights, including all copyright, patent, trade secret, trade name, trademark, service mark, logo, and domain names rights (collectively, "Marks") associated with or displayed through the System or Services, and all other intellectual property rights in and to the System and Services. Access will retain ownership of any suggestions, ideas, enhancement requests, feedback, recommendations, or other information that Customer or any other person provides with respect to the System or Services. Customer acknowledges that this Agreement does not provide Customer or any other third party with title to or ownership of the Software or Services but only with a right to use the Software or Services in accordance with this Agreement. Customer will not, and will not permit any third parties to, frame or use framing techniques to enclose any Marks or any other proprietary or copyrighted information (including images, text, page layout, or form) without Access's written consent. Customer may not, and may not permit any third parties to, use meta tags or other "hidden text" using any Marks without Access's written consent.

ii. **Value and risk of harm acknowledged.** Customer acknowledges that Access considers the System and Services to be commercially valuable and that the design and development of the System and Services has involved the expenditure of substantial amounts of money and the use of skilled developmental experts over an extended period of time. Customer further acknowledges that the System and Services afford Access a commercial advantage over its competitors and that the loss of this advantage as a result of unauthorized disclosure or use of such proprietary information would cause great injury and harm to Access.

l. **Copyright.** Customer will not, and will not permit any third party to, post, modify, distribute, or reproduce in any way any copyrighted material, works of authorship, or other proprietary material

accessed in conjunction with using the System or Services without the prior written consent of the owner of the rights in that material. Access may deny access to the System or Services to any user who is alleged to infringe another party's copyright.

m. **Notice of Loss of Credentials.** Customer will notify Access immediately if any Authorized User loses, resigns, or otherwise declines his or her credentials with, or is removed from the employment or medical staff of, Customer or the applicable Location. Customer will immediately remove that person from its list of Authorized Users, and that person will no longer have rights to access or use the System or Services.

2. **Equipment.**

a. **Maintenance.** Customer, at its sole expense, will (i) maintain the Equipment in proper working order pursuant to the original equipment manufacturer and purchase guidelines and applicable industry standards; (ii) provide all upgrades, repairs, and replacement parts for the Equipment except as otherwise set forth in Section 2.b; and (iii) take reasonable steps to ensure that the Equipment is safe, secure, and protected while located at the applicable Location. Access is not responsible for abnormal wear and tear, misuse, abuse, or deliberate damage to the Equipment or for catastrophic loss caused by Acts of God or other matters described in Section 10.k ("Damage"). Access will provide the maintenance services specified in the applicable SOW.

b. **Limited Warranty; Repair and Replacement.** Access warrants to Customer that the Equipment purchased pursuant to an SOW will be free from material defects, not otherwise caused by Damage, to any electronic component or peripheral ("Defect"). In the event of a Defect not caused by Damage, Access will repair or replace the defective part or product, without charge to Customer, within a reasonable amount of time following receipt of written notice from Customer. In the event of a Defect caused by Damage, Access will, at Customer's written request, repair or replace the defective part or product and invoice Customer for the cost of the repair or replacement and shipping. Notwithstanding the preceding portions of this section, the limited warranty in this section does not extend to any subsequent owner or other transferee of the Equipment and will terminate immediately upon the earliest to occur of (i) two years after the date the Equipment is purchased, (ii) termination of this Agreement, or (iii) termination of the applicable SOW.

c. **Notice of Defects.** Customer must notify Access of any Defects no later than the end of the testing phase that is part of the implementation of the Equipment ("Notice Deadline"). Any defect or problem with the Equipment of which Customer fails to notify Access by the Notice Deadline will not be a Defect within the meaning of this Section 2, and Access will not be responsible for the cost of correcting the defect or problem.

d. The parties acknowledge that Customer intends to transport and use the Equipment in a van or other vehicle. Access cannot guarantee that transporting the Equipment will not result in Equipment damage or malfunctions that would not be expected in an in-hospital setting. Access is not responsible either for the cost of repairing damage that results from the Equipment's mobile setting or for Equipment malfunction or failure to function resulting from that mobile setting.

3. **Term; Termination.**

a. **Term.** The term of this Agreement will begin on the Effective Date and will continue for three years. Thereafter, the Agreement will renew automatically for successive one-year renewal terms. This section is subject to the parties' respective rights to terminate the Agreement.

b. **Termination Without Cause.** Either Access or Customer may terminate this Agreement and/or any SOW without cause and without penalty at any time by giving the other party at least 180 days' written notice of termination. A termination of one SOW will have no effect on the continued effect of the Agreement or other SOWs.

c. **Termination for Breach.** Either party ("Nonbreaching Party") may terminate this Agreement or an SOW immediately by giving written notice of termination to the other party ("Breaching Party") if the Breaching Party has breached a material term of this Agreement or the SOW and has not corrected the breach within ten days after receiving written notice of the breach from the Nonbreaching party, which notice must have contained sufficient information to inform the Breaching Party about the nature and extent of the breach.

d. **Consequences of Termination.**

i. **Customer's duties.** Upon termination of this Agreement or an SOW, Customer will do the following things:

A. Continue to comply with all provisions of this Agreement that expressly apply after the termination or that, by their nature, must survive the termination to be given their full intended effect;

B. Give to Access, within five business days of the termination, a certificate signed by an authorized officer of Customer certifying that Customer, all applicable Locations, and the Authorized Users at all those Locations have ceased using the Services and the System;

C. Pay Access, within 30 days after the termination, all amounts payable to Access under the Agreement and/or SOW that have accrued as of the termination date; and

D. Make the Equipment available to Access, at a mutually convenient time within 30 days after the termination, to permit Access to remove the Software, all Confidential Information (as that term is defined in Section 6.a), and any other proprietary software from the Equipment.

ii. **Rights related to Coverage Agreement.** If the Coverage Agreement terminates, Access may terminate this Agreement and all SOWs as of the date the Coverage Agreement terminates or as of such later date as Access determines, by giving written notice of termination to Customer. If a facility addendum under the Coverage Agreement terminates, Access may terminate the SOW for the applicable facility that corresponds with that addendum, as of the date the Coverage Agreement terminates or as of such later date as Access determines, by giving written notice of termination to Customer.

e. **Continued Use of Intellectual Property.** If Customer wishes to continue using some or all of the Services or any of Access's proprietary processes, workflows, methods, or work product following termination of this Agreement, Access is willing to discuss entering an additional agreement with Customer providing for that use, but Access will be under no obligation to enter any such an agreement.

4. **Service Levels.** Access will use commercially reasonable efforts to meet the service levels specified in Exhibit D, which is attached to and incorporated into this Agreement.

5. **Compensation; Payment.**

a. **Compensation.** Customer will pay Access the compensation specified in each SOW ("Compensation") for the Services, System, and Equipment specified in that SOW and for the rights granted in this Agreement as they apply to that SOW.

b. **Payment.** Access will invoice Customer for the Compensation on a monthly basis. Customer will accept electronic invoices if Access elects to invoice electronically. Customer will pay the Compensation specified in each invoice within 30 days after the date of the invoice. Customer will pay Compensation by ACH or other electronic transfer if Access so requires. If Customer disputes an invoice, Customer must notify Access about the dispute within ten days after the date of the invoice and must pay within the 30-day period specified above the portion of the invoiced amount that Customer does not dispute. The parties will cooperate in good faith to resolve the dispute, and Customer will pay the remaining amount due under the invoice within 30 days after resolution of the dispute. If Customer fails to notify Access about a dispute within the ten-day period specified above, Customer will be deemed to have waived the right to dispute the invoice, and in that event Customer must pay the entire invoice within 30 days after the invoice date.

c. **Increased Charges.** After the initial 12 months of the term of this Agreement, Access may increase the rates of Compensation payable under any SOW, as long as Access has given Customer at least 90 days' written notice of the increase, which notice Access may give prior to the end of that 12-month period.

d. **Late Payments.** If Customer fails to pay an amount due pursuant to an SOW when payment is due, Access, in its discretion, may charge, and Customer will pay to Access if charged, interest on the unpaid amount at the rate of 0.75% per month, calculated daily and compounded monthly, or, if lower, at the highest rate permitted by law. Customer will reimburse Access for all costs Access incurs in collecting late payments or interest, including attorneys' fees, court costs, and collection agency fees. If a payment due pursuant to an SOW is unpaid for more than ten days after its due date, Access may Customer's and the Authorized Users' access to the System and Services until all amounts due to Access, including applicable interest, have been paid.

e. **Fair Market Value.** Customer and Access acknowledge and agree that the Compensation for the Services, Equipment, and System provided pursuant to this Agreement and the SOWs represents the fair market value for those Services, Equipment, and System and that none of the Compensation is intended to induce or is provided in consideration for the referral of patients or other business between or among the parties

f. **Taxes.** Customer will pay all taxes assessed or levied by any governmental entity that apply to this Agreement or that Access is required to collect from Customer and remit to tax authorities. This provision applies, without limitation, to sales, use, excise, and personal property taxes, but it does not apply to taxes based upon Access's income.

6. **Confidentiality; Nonsolicitation.**

a. **Confidentiality.** In this Agreement, "Confidential Information" means the System, all licensed, custom and Access-generated, -developed or -created proprietary software, protocols, or integrations, and other proprietary processes, workflows, methods, work products, checklists, procedures, forms, protocols, manuals, materials, documentation, instructional videos, training, and handouts provided by Access pursuant to this Agreement; the Services; Access's design for clinical, telemedicine, support, and other related programs; and all copyrighted and trade secret materials belonging to Access. Customer

acknowledges that the Confidential Information is unique to Access or its Third-Party Licensors and is not generally available to the public. Customer will keep the Confidential Information confidential, will not disclose it, and will protect it from disclosure to third parties without Access's advance written permission. Customer will require its affiliates, the Support Personnel and Authorized Users, and all Locations to observe the same confidentiality and nondisclosure requirements. Access grants to Customer a non-exclusive, non-transferable, limited license to use the Confidential Information during the term of this Agreement solely in connection with using the System and Services and in accordance with the Agreement. Customer will notify Access immediately if any third party asks to review or to inspect, or issues a process or subpoena for, Confidential Information. "Confidential Information" does not include any information that becomes a part of the medical record for the care of a specific patient. Upon the termination of this Agreement or any SOW, (i) Access will retain all Confidential Information, (ii) Customer's and the Authorized Users' rights to use and access Confidential Information under this Agreement or the SOW will terminate, (iii) Customer will return all Confidential Information and trade secret records in its possession or control to Access, and (iv) Customer will cease to use the Confidential Information.

b. **Nonsolicitation.** During the term of this Agreement and for two years following that termination, Customer will not in any manner, directly or indirectly, on behalf of itself or a third party, (i) solicit the services of, hire, or attempt to solicit or hire any person who is or was an Access Physician or an employee of Access or any affiliate of Access, or who is or was under a services contract with Access; or (ii) enter a contract with any current or former vendor or contractor of Access to build a product or service similar to or competitive with the System or the Services. Customer will cause its affiliates to comply with this nonsolicitation requirement as if they were parties to this Agreement.

c. **Exclusivity.** To promote continuity of care, and except as an SOW provides otherwise, Access will be the exclusive provider of the Services at each Location.

d. **Enforcement; Remedies.** Customer acknowledges that a breach of this Section 6 will cause serious and potentially irreparable harm to Access; that, therefore, such a breach could not be adequately compensated for in an action for damages at law; and that equitable relief would be necessary to protect Access against such a breach. Accordingly, Access is entitled, in addition to any other remedies it may have under this Agreement or otherwise, to preliminary and permanent injunctive and other equitable relief to prevent or curtail any breach of this Section 6, without any bond or security requirement. No specification in this Agreement of a specific legal or equitable remedy may be construed as a waiver of or prohibition against pursuing other legal or equitable remedies in the event of a breach of this Agreement by Customer.

7. **Representations, Warranties, and Disclaimers.**

a. **Customer Representations and Warranties.** Customer represents and warrants to Access as follows:

i. **Existence.** Customer is duly organized, validly existing, and in good standing under the laws of the jurisdiction of its formation and has the requisite power and authority to enter and perform this Agreement.

ii. **Authorization.** Customer's execution, delivery, and performance of this Agreement and all related Addenda have been duly and effectively authorized by all necessary action. This Agreement and each SOW, upon execution by both parties, will constitute legal, valid, and binding obligations of Customer and each applicable Location.

iii. **No Conflicts.** Customer's execution, delivery, and performance of this Agreement do not conflict with any law, governing document, agreement, order, judgment, or other restriction binding Customer.

iv. **Compliance.** Customer will perform its obligations under this Agreement in a manner that complies with all applicable laws and external standards.

b. **Access Representations and Warranties.** Access represents and warrants to Customer as follows:

i. **Existence.** Access is duly organized, validly existing, and in good standing under the laws of the jurisdiction of its formation and has the requisite power and authority to enter and perform this Agreement.

ii. **Authorization.** Access's execution, delivery, and performance of this Agreement and all related Addenda have been duly and effectively authorized by all necessary action. This Agreement and each SOW, upon execution by both parties, will constitute legal, valid, and binding obligations of Access.

iii. **No Infringement.** Using the Equipment and Services in accordance with this Agreement will not infringe, misappropriate, or violate the intellectual property rights of any third party.

iv. **No Kickbacks.** Access has not and will not make any gift that could be construed as a bribe, kickback, or other improper, illegal, or unethical payment directly or indirectly to any owner, employee, or contractor of Customer or its affiliates.

c. **Disclaimers.** EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES STATED IN THIS AGREEMENT, ACCESS MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, PERFORMANCE, ORIGINALITY, SUITABILITY, OR NONINFRINGEMENT, IRRESPECTIVE OF ANY PREVIOUS COURSE OF DEALINGS BETWEEN THE PARTIES OR CUSTOM OR USAGE OF TRADE, ALL OF WHICH ACCESS EXPRESSLY DISCLAIMS. IN NO EVENT WILL ACCESS BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR ANY MALFUNCTION OR CESSATION OF INTERNET SERVICES OR TELECOMMUNICATION SERVICES BY ACCESS OR ANY OF THE NETWORKS THAT FORM THE INTERNET THAT MAY AFFECT THE OPERATION OF THE SERVICES.

8. **Indemnification; Disclaimers; Liability Limitation.**

a. **Indemnification.** Except as Texas law expressly prohibits, each party ("Indemnifying Party") will indemnify the other party ("Indemnified Party") and hold it harmless against all third-party claims and related costs and expenses, including reasonable attorneys' fees, that are threatened or brought against or incurred by the Indemnified Party as a result of the negligence, willful misconduct, violation of law, or breach of this Agreement OR AN SOW by the Indemnifying Party or any of its employees or agents.

b. **No Healthcare Warranties.** Access makes no promises or warranties concerning the outcome of healthcare services performed using the Equipment or System.

c. **Certain Damages Excluded.** IN NO EVENT WILL ACCESS OR ANY OF ITS OWNERS, EMPLOYEES, OR AGENTS HAVE ANY LIABILITY, WHETHER BASED IN CONTRACT, TORT, WARRANTY, GUARANTEE, OR OTHER LEGAL OR EQUITABLE GROUNDS, ARISING OUT OF OR RELATED TO THIS AGREEMENT FOR ANY LOST PROFITS, REVENUES, GOODWILL, OR CONSEQUENTIAL, INDIRECT, SPECIAL, INCIDENTAL, BUSINESS INTERRUPTION, OR PUNITIVE DAMAGES, EVEN IF ACCESS OR ITS OWNER, EMPLOYEE, OR AGENT HAS BEEN ADVISED OF THE POSSIBILITY OF THOSE DAMAGES OR IF A PARTY'S OR ITS AFFILIATES' REMEDY OTHERWISE FAILS OF ITS ESSENTIAL PURPOSE.

9. **Insurance.** Throughout the term of this Agreement, and except as Texas law expressly allows Customer to do otherwise, each party will, at its sole expense, carry general liability insurance with limits of at least $1,000,000 per occurrence and $3,000,000 in the annual aggregate. Upon request, the party will deliver to the other party a certificate evidencing the party's required insurance.

10. **General Terms.**

a. **Independent Contractors.** Access and Customer are independent contractors of each other, and no relationship other than that of independent contractors will result from this Agreement.

b. **Entire Agreement; Amendments.** This Agreement, together with Exhibits A through D and all SOWs, constitutes the entire agreement of the parties about the subject matter of the Agreement and the SOWs and supersedes all prior written or verbal understandings or agreements between the parties regarding that subject matter. Neither this Agreement nor an SOW may be amended except by a written amendment signed by both Access and Customer and, if the amendment affects and SOW, by the applicable Location.

c. **Counterparts.** This Agreement and any SOW may be executed in multiple counterparts. Each counterpart will be deemed an original, and all counterparts when combined will be a single instrument.

d. **Assignment.** Neither Access, Customer, nor any Location may assign its rights or obligations under this Agreement or an SOW to any third party without the consent of the other parties; except that Access or Customer may assign this Agreement to an affiliate that is related to the assignor by controlling ownership, as long as the assignee expressly assumes the assignor's obligations under the Agreement or SOW, as applicable, and demonstrates the financial ability to perform those obligations.

e. **Marketing.** Access may make a public statement in the form of a press release announcing the execution of this Agreement and naming Customer as a customer of Access. Access may include Customer's name on Access's website and in Access's marketing or promotional materials, including without limitation representative client lists, case studies, and printed and digital sales material.

f. **Notices.** Any notice contemplated under this Agreement will be effective when personally delivered or when received through certified mail, return receipt requested, posted to the address specified at the signature line of this Agreement for the party intended to receive it, or to such other address as that party has designated by written notice given in the manner prescribed by this section.

g. **Binding; No Third-Party Beneficiaries.** This Agreement will bind and inure to the benefit of the parties and their respective successors and permitted assigns. Except as this Agreement otherwise expressly provides, neither this Agreement nor any SOW will confer benefits on any party other than Access, Customer, and the applicable Locations. Without limiting the preceding sentence, no patient

or person acting on behalf of a patient will have a right to seek, enforce, or recover a right or remedy with respect to this Agreement or any SOW.

h. **Severability.** If a court of competent jurisdiction finds a provision of this Agreement illegal, invalid, or unenforceable, the finding will not affect the remainder of this Agreement, and in lieu of the illegal, invalid, or unenforceable provision, the parties will use good faith efforts to add to this Agreement a substitute provision as similar as possible to the illegal, invalid, or unenforceable provision is legal, valid, and enforceable.

i. **Waiver.** A party's waiver of a violation of this Agreement or any SOW will not operate or be construed as a waiver of any other violation. No waiver of any such violation will be effective unless the waiver is in writing.

j. **Governing Law; Venue.** This Agreement and all SOWs will be governed by and construed in accordance with the laws of the State of Texas, other than its conflicts-of-law provisions. Venue for all disputes arising with respect to this Agreement or an SOW will be in a court of competent jurisdiction located in the State of Texas, and the parties agree to the jurisdiction of that court solely for purposes of resolving any such dispute.

k. **Force Majeure.** Access will not be in breach of this Agreement or have liability to Customer or any on account of the unavailability of the System or the Services resulting from circumstances beyond Access's reasonable control, including, for example, an Act of God, act of government, flood, fire, hurricane, tornado, earthquake, civil unrest, act of terror, strike or other labor problem (other than one involving Access employees or contractors), building modifications, power failures, or other adverse environmental conditions or factors, Internet service provider or telecommunications provider failure or delay, failure of Customer or Location network or other hardware, software or configuration, non-Access application, or denial of service attack.

l. **Regulatory Compliance.** The parties intend to perform this Agreement and otherwise to conduct their relationship in full compliance with applicable law, including without limitation the federal Stark law and regulations, the federal anti-kickback statute and regulations, the federal civil money penalties law and regulations, and similar state law and regulatory prohibitions.

m. **No Referral Obligations.** Nothing in this Agreement may be construed as a requirement for either party or its employees or representatives to refer any patient or otherwise generate business for the other parties or their respective employees, representatives, or medical staff members or to limit any person's ability to maintain medical staff appointment and clinical privileges at other hospitals.

n. **Survival.** Upon termination of this Agreement, provisions in this Agreement that by their nature must survive the termination to be given their full effect will survive for as long as necessary to give them that full effect.

o. **Location Divestiture.** If Customer sells or otherwise divests a Location ("Sold Location") and the person acquiring the Sold Location ("Purchaser") wishes to continue to use the Services at the Sold Location pursuant to this Agreement, then, upon Customer's written request, Access will, for 12 months after the date of the sale ("Transition Period"), continue to provide the Services to the Sold Location. As conditions of Access's obligation to provide the continued Services, (i) Customer must provide Access with written notice of the sale as soon as reasonably practicable, but in no event less than 90 days prior to the sale; (ii) the Purchaser must not be a competitor of Access, as Access determines in its reasonable discretion; (iii) Customer must enter a written agreement with the Purchaser concerning the continued Services that prohibits assignment, subcontracting, or other transfer of that agreement; (iv) Customer must

have paid all amounts owed to Access under this Agreement and the applicable SOW when they were due; and (v) Customer and the Sold Location must remain liable to Access for all of their respective obligations under this Agreement and the applicable SOW. Nothing in this section will not limit any of Access's rights under this Agreement or the applicable SOW, including Access's right to terminate this Agreement or the applicable SOW during the Transition Period.

ACCESS PHYSICIANS MANAGEMENT SERVICES ORGANIZATION, LLC

By:_____
Christopher M. Gallagher, MD
Chief Executive Officer

Date:_____

Notice Address:
1717 Main Street, Suite 5850
Dallas, Texas 75201
Attention: Legal Department

JEFFERSON COUNTY PUBLIC HEALTH

By:_____

Title: COUNTY JUDGE

Date: Oct. 06, 2020

Notice Address:
1295 Pearl Street
Beaumont, Texas 77701
Attention: Rachel Dragulski, RN

Exhibit A
to Telemedicine System and Services Agreement
Initial Statement of Work

This Exhibit A, also referred to as "this SOW," is attached to and incorporated into the Telemedicine System and Services Agreement ("Agreement") that is effective as of _____, 2020, between Access Physicians Management Services Organization, LLC ("Access"), and Jefferson County Public Health ("Customer"). Terms used in this Exhibit A with initial capital letters and not otherwise defined have the meanings given to them in the Agreement, except that the terms "Equipment," "System," and "Services" when used in this Exhibit A refer only to the Equipment, System, and Services that Customer is purchasing pursuant to this Exhibit A. The terms of the Agreement are incorporated into this Exhibit A, and by signing this Exhibit A, each Location signing this Exhibit A agrees to all terms of the Agreement as if the Location were the Customer.

1. Location(s).

This Exhibit A applies to the following Location(s): Jefferson Country Public Health 1295 Pearl Street, Beaumont, Texas 77701

2. Purchase of Equipment.

Upon the complete execution of this SOW, or at a later time that the parties agree upon in writing, Access will (a) transfer the Equipment described below to Customer, free and clear of all liens, pursuant to a bill of sale in substantially the form attached to this SOW as Schedule 1, and (b) ship that Equipment to the Location specified below, at Customer's cost and expense:

Equipment	Quantity	Authorized Location
Access Physicians Telemedicine Station	one	1295 Pearl Street, Beaumont, Texas 77701

3. Services.

Access will provide the following Services to Customer and the applicable Location(s):

a. **Account Manager.**

Access will provide the services of an experienced account manager ("Account Manager") to manage installation and performance of the Services and to serve as Customer's primary point person during implementation of the Services.

b. **Implementation.**

During implementation of the Services, the Account Manager will be responsible for the following activities:

i. guidance on workflow process adjustments necessary for each clinical service line, including identifying clinical training needs or resources to make the Services compliant with Location and state regulations;

ii. establishing baselines for clinical and financial metrics for the Services;

iii. oversight of physician credentialing and security access for Location EMR, PACs and other systems;

iv. administrative support for all activities related to the deployment, use, maintenance, and connectivity for the Services and Equipment;

v. reviewing this SOW with the Location, including a discussion of the parties' respective roles and responsibilities;

vi. reviewing the Facility Technical Requirements for Telemedicine stated in Exhibit C with the Location;

vii. Procuring the initial list of Authorized Users from Customer;

viii. onboarding and training physicians, including Access's physician-focused "Break Through the Screen" patient experience training;

ix. onboarding and in-service training for Location staff, which may include on-site and/or remote training as Access determines appropriate;

x. onboarding and training a group of Location super users, to permit them to serve as the first source of information to answer basic procedural and troubleshooting questions, train new employees, and communicate with Access's technical support staff;

xi. providing onboarding documents prior to training to allow Support Personnel and Authorized Users to become familiar with Access policies and procedures prior to training;

xii. onboarding for Location leadership about support roles and escalation paths; and

xiii. coordination of telemedicine cart delivery, installation, and testing.

c. **Program Management.**

Following implementation of the Services, the Account Manager will be responsible for the following activities:

i. coordinating with the Location to maintain an up-to-date physician roster;

ii. monitoring and communication of telemedicine support issues;

iii. periodic Support Personnel refresher training;

iv. coordination of technology upgrades and maintenance, which Access will schedule during down-time whenever possible;

v. capturing critical data to track, monitor, and measure progress in real time against baseline clinical and financial metrics; and

vi. facilitating compliance with physician documentation requirements.

d. **Hardware/System Services and Support.**

Access will support the hardware and systems specified in this SOW, as long as all of that hardware is covered under a current vendor support contract between the applicable vendor and Access. Access will provide remote monitoring services for all critical items of the System and will notify Customer when Access becomes aware that repairs, upkeep, maintenance, or service of the Equipment may be warranted. Access will maintain regular reports and document critical alerts, scans, and event resolutions.

e. **Software/Application Services and Support.**

Access, in its sole discretion, may provide periodic operating system and application software updates at no additional cost to Customer. The software updates may include modifications, program enhancements, bug fixes, and new features. Notwithstanding anything in the Agreement or this SOW, Access is not required either to develop and release updates or to customize updates to satisfy Customer's requirements. Any updates to the System that Access provides will not include new products that Access makes generally available as a separately priced option.

4. Excluded Services.

The Services do not include the following services:

a. providing parts, equipment, or software for Customer's telecommunications systems that are not covered by Access warranty or support;

b. the cost of any software, licenses, renewals, or upgrade fees not specified in this SOW or Exhibit D;

c. the cost of any OEM, third-party vendor, or manufacturer support or incident fees;

d. the cost to bring Customer's environment up to minimum standards required in Exhibit C;

e. maintenance of applications and software packages, whether acquired by Access or any other source, except as specified in this SOW or Exhibit D;

f. programming (modification of software code) and software maintenance unless specified in this SOW or Exhibit D; or

g. training and instruction not specified in this SOW.

4. Term; Termination.

This SOW takes effect on _____, 2020, and will remain in effect for three years or until it is terminated in accordance with the Agreement. Following termination of this SOW, Customer remains liable to Access for all Compensation that has accrued through the date of termination.

5. Compensation.

Customer will pay Access the following Compensation for the Services, Equipment, and System described in this SOW:

a. **Implementation Fee.** A one-time implementation fee of $5,000.00 per Location, payable upon execution of this SOW as a condition to Access's obligation to begin implementation, and payable with respect to additional Locations upon execution of additional or amended statements of work as to additional Locations.

b. **Equipment Price.** A purchase price of $7,500.00 for the Equipment, payable upon execution of this SOW as a condition to Access's obligation to deliver the Equipment to the Location.

c. **Monthly System and Services Fee.** A monthly fee of $995.00.

d. **Monthly User Fee.** A User Fee based upon the number of Authorized Users and Access Physicians using the System, determined in accordance with the following table:

Number of Authorized Users and Access Physicians	Monthly Fee
1 to 10	No charge
11 to 20	TBD
21 to 30	TBD
31 to 40	TBD

6. Authorized Users.

The number of Authorized Users under this SOW as of the effective date of this SOW is ten.

Upon signing this Statement of Work, Customer will give Access the initial list of Authorized Users, including both Authorized Users and the Access Physicians who are authorized to use the System, in accordance with the Agreement.

7. Customer Representative.

Customer appoints the following person as the initial liaison between Access and the :

Name: Rachel Dragulski
Phone Number: 409-835-8530
Email Address: rdragulkski@co.jefferson.tx.us

Customer may appoint substitute liaisons by giving Access written notice of the substitutions.

[Signatures appear on next page.]

Exhibit A Signatures:

ACCESS PHYSICIANS MANAGEMENT SERVICES ORGANIZATION, LLC

By:_____

Title:_____

Date:_____

JEFFERSON COUNTY PUBLIC HEALTH

By:_____

Title:_____

Date:_____

Schedule 1 to Statement of Work
Bill of Sale

Access Physicians Management Services Organization, LLC ("Access"), delivers this Bill of Sale ("Bill of Sale") on _____, 2020, to Jefferson County Public Health ("Customer"). Capitalized terms used but not defined in this Bill of Sale have the meanings given to them in in the Statement of Work ("SOW") appearing in Exhibit A to the Telemedicine System and Services Agreement ("Agreement") dated _____, 2020, between Access and Customer and signed by the following Location(s): 1295 Pearl Street Beaumont, Texas 77701. Access delivers this Bill of Sale pursuant to the Agreement.

In consideration of a purchase price of $7,500.00 and subject to the terms of the Agreement, Access sells to Customer the Equipment described in the SOW, free and clear of all liens. Access conveys the Equipment "as is" as of the date of this Bill of Sale and, except as stated in the Agreement, Access has made and Customer has relied upon no representations, warranties, covenants, or agreements, express or implied, regarding the Equipment. Access represents that, to the best of Access's knowledge, without independent investigation, the Equipment is in good operating condition, and Access is not aware of any material defect in the Equipment that would affect its general operation or value.

Notwithstanding the preceding portions of this Bill of Sale, Access conveys to Customer any and all of Access's rights under any warranty, purchase agreement, maintenance policy, or other contract related to the Equipment and will cooperate reasonably with Customer in seeking the enforcement or completion of any such warranty, agreement, or policy.

Customer is responsible for, and will pay, any taxes, costs, or expenses related to the acquisition or ownership of the Equipment from and after the date of this Bill of Sale, including without limitation any tax, title, and license fees related to acquisition of the Equipment. Access will provide all necessary title documents and any other paperwork necessary to vest title in Customer, and Access remains responsible for any fees, costs, expenses, or other liabilities associated with ownership of the Equipment prior to the date of this Bill of Sale.

This Bill of Sale will inure to the benefit of and be binding upon the parties to it and their respective successors and assigns.

Nothing in this Bill of Sale, express or implied, is intended to or may be construed to modify the terms of the Agreement or the SOW. To the extent that any provision of this Bill of Sale conflicts or is inconsistent with the Agreement or the SOW, the Agreement or the SOW, as applicable, will govern.

This Bill of Sale will be governed by and construed in accordance with the laws of the State of Texas, as applied to contracts made and performed entirely in that state.

ACCESS PHYSICIANS MANAGEMENT SERVICES ORGANIZATION, LLC

By:_____

Title:_____

Date:_____

Exhibit B
to Telemedicine System and Services Agreement

Form of Authorized User Agreement

Authorized User Agreement for Hospital Physician

Access Physicians Management Services Organization, LLC ("Access"), and the individual identified as "User" at the signature line of this document ("User") enter this Authorized User Agreement for Hospital Physician ("Agreement") as of the signature date of the second of the parties to sign it ("Effective Date").

1. **Context.** The parties enter this Agreement in connection with Access's providing certain services and equipment to one or more healthcare facilities (collectively, "Location"). The parties acknowledge that Access and Location have signed an agreement pursuant to which Access, upon User's signing this Agreement, will allow User to use certain telemedicine equipment, software, and services, including without limitation one or more telemedicine carts and the right to use certain software that is installed on and configured for use in connection with the equipment to provide telemedicine services (collectively, "System"). User understands that complete compliance with this Agreement is a condition of User's access to and use of the System. References in this Agreement to the "System" refer both to the System as a whole and to any portion of the System.

2. **User's Understanding.** USER REPRESENTS TO ACCESS THAT USER HAS READ AND UNDERSTANDS THIS AGREEMENT. USER AGREES TO THE TERMS OF THIS AGREEMENT AND ACKNOWLEDGES THAT USER IS LEGALLY BOUND BY THIS AGREEMENT.

3. **Grant of Rights.** Effective upon both parties' signing this Agreement, Access grants User a limited, nonexclusive, and nontransferable right to use the System, including any installed software in object code only, subject to the terms of this Agreement. Access will provide User or the Location with the passwords and logins necessary to allow User to use the System ("Login Information").

4. **User's Responsibilities.** User will use the System in accordance with this Agreement and only for the purpose of providing telemedicine services remotely ("Permitted Purpose") on the private network of the Location. User, at User's expense, will do the following things:

a. select, obtain, install, use, and maintain items and services reasonably necessary to use the System properly and securely, including without limitation relationships with reputable Internet and cellular service providers to permit Internet communication of sufficient bandwidth to broadcast uninterrupted video and audio;

b. use Internet services that employ current wi-fi encryption standards and protocols for connectivity;

c. provide computing equipment and maintain it in proper working order, including a contemporary operating system capable of HD video, high quality audio, and conventional software compatibility;

d. have redundant means of network connectivity, including without limitation alternate secure locations where a connection can be established, such as a wireless hotspot or a cell phone that can serve as a hotspot; and

e. ensure that the computing equipment User uses for networking and telemedicine has antivirus software enabled and up-to-date, fully patched operating system applications, and a personal firewall that is enabled.

Additionally, User will do the following things:

f. use the System only in a secure, quiet, and professional environment;

g. comply with Access's behavioral expectations for telemedicine, including without limitation refraining from (A) making demeaning, disrespectful, or condescending comments, (B) making threatening or abusive statements, (C) using profanity or other offensive language, (D) criticizing other caregivers in front of patients, families, or Location staff, and (E) deliberately refusing to return phone calls, pages, or other messages concerning patient care or safety; and

h. prevent unauthorized access to or use of the System, and promptly report to Access any malfunction, improper operation, misuse, abuse, or unintended use of, or abnormal wear and tear or deliberate damage to, the System.

5. **Access's Responsibilities.** User acknowledges that Access's obligations, if any, with respect to maintaining, servicing, or updating the System are governed solely by the agreement between Access and the Location. During the term of this Agreement, Access will cause telemedicine support representatives ("TSRs") to be available to User through remote means. User may contact the TSRs by calling 1-866-9 CALL-AP. The TSRs will provide the first level of assistance for routine questions from User about the System. U.S.-based phone assistance is available to provide User assistance and to answer User's technical telemedicine questions. Access is not obligated to provide or be responsible for parts, equipment, or software for User's telecommunications systems; the cost of software, licenses, renewals, or upgrade fees; the cost of any OEM, third-party vendor, or manufacturer support or incident fees; the cost to bring User's environment up to the standards required in this Agreement; maintenance of applications and software packages; programming (modification of software code) or software maintenance; or training or instruction.

6. **Prohibited Conduct.** User will not do any of the following things:

a. use the System for an unlawful purpose or a purpose other than the Permitted Purpose;

b. make the System available to, or permit any use or access of it by, third parties;

c. sell, resell, license, sublicense, distribute, make available, rent, or lease the System or the right to access and use the System;

d. use the System to transmit material in violation of third-party privacy rights;

e. access or use any of Access's intellectual property except as permitted under this Agreement;

f. access or use the System to build or provide a competitive product or service or to benchmark with a non-Access product or service;

g. use or access the System any manner or at any time other than as scheduled by the Location;

h. use or access the System in a manner that could reasonably be expected to be detrimental or damaging to the interests of Access or Access's contractual relationship with the Location or its affiliates;

i. display on any website or otherwise publish the System or any Content (defined in Section 10) obtained from the System;

j. use the System to develop, produce, or market a service or product substantially similar to the System;

k. engage in any activity or use the System in a manner that could damage, disable, overburden, impair, or otherwise interfere with or disrupt the System or any servers or networks connected to the System;

l. use the System in a manner that violates applicable law, including without limitation anti-spam, export control, privacy, and anti-terrorism laws and regulations and laws requiring the consent of subjects of audio and video recording; or

m. permit any third party to do any of the things listed above in this section 6.

7. **Suspension of Rights.** Notwithstanding anything else in this Agreement, Access may suspend or deny User's access to and/or use of the System for any reason and any period of time ("Suspension"), including without limitation if (a) Access receives a judicial or other governmental demand, order, subpoena, or law enforcement request that expressly or by reasonable implication requires Access to do so, or (b) Access believes, in its reasonable discretion, that (i) User has failed to comply with any material term of this Agreement, (ii) Location has failed to comply with any material term of its agreement with Access regarding the System, (iii) User has accessed or used the System beyond the scope of the rights granted or for a purpose other than a Permitted Purpose, or (iv) User is, has been, or is likely to be involved in fraudulent, misleading, or unlawful activities. Access will promptly notify User of any Suspension. No Suspension will relieve User of User's obligations under this Agreement. This Section 7 does not limit Access's other rights or remedies, whether at law, in equity, or under this Agreement.

8. **No Responsibility for Care or Access to PHI**. Access has no responsibility or liability for patient care delivered by User. AP will neither have nor exercise control or direction over User's medical judgment or the methods or manner by which User provides medical care. Access will have no access to any "protected health information" or "PHI," as defined in the Health Insurance Portability and Accountability Act of 1996, as amended, and the regulations promulgated thereunder ("HIPAA"), and Access will not by virtue of this Agreement or otherwise create, receive, or maintain PHI from, for, or on behalf of User. Access is not a "business associate" (as defined in HIPAA) of User. User will comply with all applicable provisions of HIPAA, all applicable state privacy laws and regulations, and all applicable privacy policies of Location in connection with the use of the System. Access will owe User no obligations under HIPAA and will have no liability for violations of HIPAA by User or any third party.

9. **Third-Party Software Licenses.** The System includes software, content, data, or other materials, including related documentation ("Third-Party Materials"), owned by persons other than Access ("Third-Party Licensors"). Access is a licensee of Third-Party Licensors pursuant to one or more agreements governing the use of the Third-Party Materials ("Third-Party License Agreements"). Nothing in this Agreement may be construed as a sublicense to User of any of Access's rights in the Third-Party License Agreements. If Access permits User to use a license under a Third-Party License Agreement, User will take all actions Access requests to ensure compliance with the Third-Party License Agreement.

10. **Registration and Content.** If User must provide information to use the System, that information must be accurate. User is entirely responsible for maintaining the security of any user names and passwords for User's use of the System and will not disclose them to any third party. User is solely responsible for the content User sends or displays in using the System ("Content"). User will not record or store patient videos, use or store screen captures, or otherwise record or store any Content on the System or any other hardware. User will not use the System to communicate any message or material that is harassing, libelous, threatening, obscene, or indecent, would violate the intellectual property rights of any party, or is otherwise unlawful, that would give rise to civil liability, or that constitutes or encourages conduct that could constitute a criminal offense under any applicable law or regulation. User will not provide material support or resources (or conceal or disguise the nature, location, source, or ownership of material support or resources) to any organization designated by the United States government as a foreign terrorist organization pursuant to section 219 of the Immigration and Nationality Act. User will not upload or transmit software, Content, or code that does or is intended to harm, disable, destroy, or adversely affect performance of the System or to harm or extract information or data from other hardware, software, or networks of Access or the Third-Party Licensors or other users of the System. User will comply with applicable local rules or codes of conduct regarding online behavior and acceptable content and the transmission of technical data exported from the United States, including without limitation applicable codes of conduct required by the Location.

11. **Proprietary Rights.** Access and the Third-Party Licensors, as applicable, retain ownership of all proprietary rights in the System and in all trade names, trademarks, service marks, logos, and domain names associated or displayed with the System ("Marks"), and all other intellectual property rights in and to the System. User may not frame or use framing techniques to enclose Marks or other proprietary information, including images, text, page layout, or form, without express written consent from Access. User may not use meta tags or other "hidden text" using Marks without Access's express written consent.

12. **Copyright.** User may not post, modify, distribute, or reproduce copyrighted material, works of authorship, or other proprietary material to which User has access in using the System, without the written consent of the owner of the rights. Access may deny access to the System to any user who is alleged to infringe another person's copyright.

13. **Loss of Credentials.** If User loses or resigns User's credentials with the Location or is removed from the Location's medical staff, User will notify Access of that fact immediately and, upon written notice from Access to User, this Agreement will terminate immediately.

14. **Login Information.** User is responsible for maintaining the confidentiality of User's Login Information. User will not authorize other persons to use User's Login Information; otherwise share, transfer, or assign User's Login Information; disclose any of User's Login Information to any unauthorized person; or post or otherwise display any of User's Login Information where an unauthorized person may view it. User is responsible for all activities that are conducted using User's Login Information. User will notify Access immediately about any unauthorized use of User's Login Information.

15. **Term; Termination.** The term of this Agreement will begin on the Effective Date. The Agreement will remain in effect until either party terminates it in accordance with this Agreement. Either party may terminate this Agreement immediately at any time, for any reason or no reason, by giving written notice to the other party. No termination will relieve User of any payment obligation under this Agreement or entitle User to a refund of any amount User has paid to Access in accordance with this Agreement. Upon termination of this Agreement, all of User's rights under the Agreement will automatically terminate; User must cease using the System; and User must comply with the provisions of this Agreement that expressly survive the termination or that by their nature must survive to be given their intended effect.

16. **Payment.** If Location is required to pay Access a fee ("Fee") for User's right to use the System but Access does not receive timely payment of the Fee from Location, Access may suspend User's rights under this Agreement or terminate the Agreement.

17. **Ownership of System.** User acknowledges that the System is commercially valuable and that Access's design and development of the System has involved the expenditure of substantial amounts of money and the use of skilled developmental experts over an extended period of time. User further acknowledges Access's advising User that the System affords Access a commercial advantage over its competitors and that the loss of this advantage resulting from unauthorized disclosure or use of Access's proprietary information would cause substantial injury to Access. User may not modify or prepare derivative works of the System, and User disclaims any intellectual property rights in the System and in any other telemedicine hardware and all associated hardware as configured, any Access licensed, custom, and Access-generated, -developed or -created proprietary software, protocols, and copyrighted and/or trade secret materials, and any enhancements or modifications to those items.

18. **Confidentiality; Restrictive Covenants.**

a. **Confidentiality.** The System, all associated hardware, all licensed, custom and Access-generated, -developed or -created proprietary software, protocols, or integrations, and all other proprietary processes, workflows, methods, work products, checklists, procedures, forms, manuals, materials, documentation, instructional videos, training and handouts provided by Access, Access's designs for clinical telemedicine, support, and related programs, and other copyrighted and/or trade secret materials (collectively, "Confidential Information") are unique to Access or the Third-Party Licensors and not generally available to the public. User will keep and cause its affiliates entities, if any, to treat and keep the Confidential Information confidential and will not disclose it or allow its disclosure to third parties without written permission from Access. Access grants User a nonexclusive, nontransferable, limited license to use the Confidential Information that is unique to Access during the term of this Agreement solely in connection with using the System and in accordance with this Agreement. User will notify Access immediately if a third party wishes to review or to inspect or issues any process or subpoena for any Confidential Information. Confidential Information does not include information made a part of the medical record for any specific patient. User will not disclose Confidential Information to any person who lacks a need and a right to know the Confidential Information in connection with User's use of the System. User will not copy or remove from Access or Location premises any documents, files, or other materials containing Confidential Information, except as strictly necessary in User's use of the System in accordance with this Agreement or with an Access authorized officer's prior written consent.

b. **Duration.** User's confidentiality obligations under this Agreement as to any particular Confidential Information will continue during and after the term of this Agreement until that Confidential Information has become public knowledge other than as a result of User's breach of this Agreement or breach by someone acting in concert with or on behalf of User.

c. **Exceptions.** Notwithstanding anything else in this Agreement, User may disclose Confidential Information when and to the extent a court or governmental agency with jurisdiction requires User to do so. Nothing in this Agreement is intended to interfere with any right of User under applicable law to report to a government agency any act or omission User reasonably believes may constitute a violation of law; to make disclosures that are protected under the whistleblower provisions of any law; to file a claim or charge with any governmental agency; to testify, cooperate, assist, or participate in an investigation, hearing, or proceeding conducted by a governmental agency or court; or to engage in protected concerted activities under the National Labor Relations Act. In making or initiating any reports or disclosures permitted in this section, User may disclose Confidential Information only to the

extent necessary to the governmental agency or court, need not seek prior authorization from Access, and need not notify Access of the reports or disclosures.

d. **Exit Obligations.** On termination of this Agreement or on Access's request at any time, User will delete or destroy all copies of Confidential Information and any other Access documents, data, or materials not returned to Access that remain in User's possession or control, including information stored on any non-Access devices, networks, storage locations, or media in User's possession or control; and User's rights to use and access Confidential Information will terminate immediately.

e. **Enforcement.** User acknowledges that a breach of this Section 18 would cause serious and potentially irreparable harm to Access for which an action for damages at law would be inadequate to compensate Access and that, consequently, equitable relief would be necessary to protect Access from the breach and the harm resulting from it. Accordingly, User agrees that Access is entitled, in addition to any other remedies it may have under this Agreement or otherwise, to preliminary and permanent injunctive and other equitable relief to prevent or curtail any breach of this Agreement, without any bond or security requirement. No specification in this Agreement of a specific legal or equitable remedy may be construed as a waiver of or prohibition against pursuing other legal or equitable remedies in the event of a breach of this Agreement by User. The existence or assertion of a claim by User against Access, whether based on this Agreement or otherwise, will not operate as a defense to Access's enforcement of the covenants in this Section 18, and an actual or alleged breach of this Agreement by Access will not be a defense to enforcement of the provisions of this Section 18 or other obligations of User to Access.

19. **User Representations, Warranties, and Covenants.** User represents, warrants, and covenants to Access as follows:

a. User has the legal capacity to enter and perform this Agreement without the consent of any other person.

b. This Agreement will be a legal, valid, and binding obligation of User, enforceable against User except as bankruptcy or general principles of equity may limit.

c. User's execution, delivery, and performance of this Agreement do not conflict with any law or violate any contract, order, judgment, or other restriction by which User is be bound.

d. In performing this Agreement, User will comply with all applicable laws and rules.

20. **Disclaimer.** ACCESS MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THOSE OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, PERFORMANCE, ORIGINALITY, SUITABILITY, NONINFRINGEMENT, OR OTHERWISE (IRRESPECTIVE OF ANY PREVIOUS COURSE OF DEALINGS BETWEEN THE PARTIES OR CUSTOM OR USAGE OF TRADE), ALL OF WHICH ACCESS EXPRESSLY DISCLAIMS.

21. **Insurance.** User, at User's expense, will maintain throughout the term of this Agreement professional liability insurance issued by an insurer acceptable to Access, covering Access against all claims arising out of or related to this Agreement and/or User's provision of services to the Location and its patients ("Liability Insurance"). Upon Access's request, User will provide Access with evidence of the Liability Insurance. The Liability Insurance will be in amounts that are consistent with the minimum coverage required by the Location to be a member of the medical staff, as in effect from time to time. The Liability Insurance will require the carrier to give Access at least 30 days' written notice of cancellation or reduction

of the coverage. If the Liability Insurance is on a claims-made basis and User ceases to maintain the Liability Insurance coverage or changes insurance carriers, User will obtain from an insurance carrier acceptable to Access an unlimited reporting endorsement or extended reporting policy in the amounts required above, covering all acts or occurrences during the term of this Agreement as to which claims may still be asserted.

22. **Indemnification. Indemnification**. User will indemnify, defend, and hold harmless Access, its affiliates, officers, directors, employees, consultants, and agents, and Third-Party Licensors from all third-party claims, liability, damages, and costs, including attorneys' fees, arising from User's use or misuse of the System, User's violation of this Agreement, or, to the extent attributable to User, any infringement or violation of any intellectual property or other right of any person or entity.

23. **General Provisions.**

a. **Parties' Relationship.** The parties are independent contractors of each other for purposes of this Agreement. Neither party has the power to bind the other party.

b. **Entire Agreement; Amendment.** This Agreement is the entire agreement of the parties regarding the System and User's use of the System, and it supersedes all prior or contemporaneous agreements or understandings regarding those matters. This Agreement may be amended only by a written instrument signed by both parties.

c. **Counterparts.** The parties may sign this Agreement in multiple counterparts, each of which will be an original document and both of which, when combined, will comprise a single document.

d. **Assignment.** User may not assign User's rights or obligations under this Agreement to any person. Access may assign this Agreement to an affiliate of Access.

e. **Governing Law; Venue.** This Agreement will be governed by and construed in accordance with the laws of the State of Texas. Venue for resolving any dispute arising from or related to this Agreement will be a court of competent jurisdiction sitting in Dallas County, Texas, and the parties submit to the jurisdiction of that court exclusively for purposes of resolving that dispute.

f. **Notices.** Any notice contemplated under this Agreement will be effective when personally delivered or when received through certified mail, return receipt requested, posted to the address specified at the signature line of this Agreement for the party intended to receive it, or to such other address as that party has designated by written notice given in the manner prescribed by this section.

ACCESS:

Access Physicians Management Services Organization, LLC

By:_____

Title:_____

Date:_____

Notice Address:

Access Physicians Management Services Organization, LLC
1717 Main Street, Suite 5850
Dallas, Texas 75201
Attention: Legal Department

USER:

_____

_____
User's Printed Name

Notice Address:

_____

_____

_____

Exhibit C
Facility Technical Requirements for Telemedicine

This Exhibit C is attached to and incorporated into the Telemedicine System and Services Agreement ("Agreement") effective as of _____, 2020, between Access Physicians Management Services Organization, LLC ("Access"), and Jefferson County Public Health ("Customer"). Terms used in this Exhibit C with initial capital letters and not otherwise defined have the meanings given to them in the Agreement.

Each Location receiving Services pursuant to this SOW must meet the requirements specified in this Exhibit C as a condition to Access's obligation to perform the Agreement and the SOW.

BROADBAND SPEEDS
Optimal speed requirements:
- 10.0 Mbps or higher Download
- 10.0 Mbps or higher Upload

WI-FI
Optimal coverage is required for all Locations.
- RSSI: -50 dBm
- Noise: -90 dBm

Encrypted Wi-Fi connection is necessary for all telemedicine encounters. HD video will use 1.2 Mbps (up/down).
- RSSI: -50 dBm
- Noise: -90 dBm

POWER OUTLETS
Every patient encounter will require access to a power outlet. For best results, the power outlet should be within 10 feet of the patient bedside.

SECURITY
End-to-end security is required as an added layer of application security. The web videoconferencing system can encrypt all presentation content at the application layer using TLS 1.2 with Advanced Encryption Standard (AES) 256-bit algorithm. Encryption is done at the account level (all users must follow), and all encounters would be required to be AES encrypted.

No user or patient data may be stored on the Equipment. Access employs its own device management, malware protection, and vulnerability scanning systems, and each Location must allow Access to use those systems.

CONFIGURATION
The Equipment can operate on DHCP (with or without hostnames) or an assigned Static IP address. If Static IP address is used, and clinical care will be provided via telemedicine on multiple floors, either the subnet must be the same on all floors or Access will require multiple IP addresses to access them. Ports 80, 443, 587, and 5223 must remain open outbound to, as well as allowing redirects from, the 17.0.0.0/8 address block to keep the systems current with industry standards including macOS and iOS communicating with Apple services such as Apple Push Notification Service (APNS) and to ensure the end user devices comply with security protocols. Configurations may be modified to align with a Location's unique requirements.

Exhibit D
Service Levels

This Exhibit D is attached to and incorporated into the Telemedicine System and Services Agreement ("Agreement") effective as of _____, 2020, between Access Physicians Management Services Organization, LLC ("Access"), and Jefferson County Public Health ("Customer"). Terms used in this Exhibit D with initial capital letters and not otherwise defined have the meanings given to them in the Agreement.

In performing the Services, Access will meet the standards specified in this Exhibit D.

a. Access will provide remote monitoring 24 hours per day, seven days per week, 365 days per year throughout the term of the SOW. If a problem is discovered during the remote monitoring, Access will make every attempt to resolve the problem in a timely manner through remote means. Access will provide telemedicine support representatives ("TSRs") to Customer through remote means at all times via the toll-free number 1-866-9 CALL-AP or such other number as Access provides to Customer. TSRs will provide the first level of assistance for routine questions from Authorized Users about the System and the Services. U.S.-based phone assistance is available to provide user assistance, to evaluate and diagnose software and hardware issues, and to answer technical questions.

b. In this Exhibit D, "Downtime" means the period in which the Services are not available to the Internet because of causes within Access's reasonable control. "Downtime" does not include Planned Downtime, as defined below, or any failure of Customer to access the Services because of the acts or omissions of third parties outside Access's control, such as internet service providers, network service providers, or telecommunications service providers, or resulting from Customer hardware, software, systems, or networks, or any other event or circumstance described in Section 10.k of the Agreement. "Planned Downtime" means scheduled maintenance performed during non-clinical service hours or scheduled with the Location so as not to interrupt or inhibit patient care, or between the hours of 1:00 a.m. and 5:00 a.m. Central Time.

c. Access may interrupt the Services at any Location for Planned Downtime. Access will establish a schedule for Planned Downtime from time to time with Customer, for dates, times, and cadences that are not reasonably expected to impede patient care. For non-critical updates or maintenance that must occur outside of that schedule, Access will contact Customer to determine a mutually convenient time.

d. Access will make commercially reasonable efforts to ensure that Downtime does not exceed 0.1% in any given month. Access, in its discretion, may provide periodic software updates at no additional cost to Customer.

Special, October 06, 2020

There being no further business to come before the Court at this time, same is now here adjourned on this date, October 06, 2020